

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

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

Date of report (Date of earliest event reported): **June 18, 2024 (June 12, 2024)**

PLURI INC.
(Exact Name of Registrant as Specified in Its Charter)

Nevada (State or Other Jurisdiction of Incorporation)	001-31392 (Commission File Number)	98-0351734 (IRS Employer Identification No.)
MATAM Advanced Technology Park Building No. 5 Haifa, Israel (Address of Principal Executive Offices)		3508409 (Zip Code)

011-972-74-7108600
(Registrant's telephone number, including area code)

Not applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares, par value \$0.00001 per share	PLUR	The Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

Share Purchase Agreement

On June 12, 2024, Pluri Inc., or Pluri, entered into a share purchase agreement, or the Agreement, by and among Pluri's majority owned subsidiary, Ever After Foods Ltd., or Ever After, Tnuva Food-Tech Incubator (2019), Limited Partnership, or Tnuva, and certain other investors, or, collectively, the Investors, as referenced in exhibit 10.1 to this Current Report on Form 8-K, or this Report, pursuant to which Ever After agreed to issue and sell, ordinary shares in a private placement offering, or the Offering, for aggregate gross proceeds of \$10,000,000. As part of the Offering, Pluri agreed to invest \$1,250,000.

The \$10,000,000 funding round is intended to support Ever After's business-to-business (B2B) technology platform, positioning it as a sustainable technology enabler. Ever After is Pluri's majority-owned joint venture with Tnuva and has exclusive licensing rights to use Pluri's technology and intellectual property to develop, manufacture and commercialize cultivated meat. Following the closing of the Offering, Pluri will continue to own approximately 69% of Ever After.

License Agreement

On June 12, 2024, Pluri Biotech Ltd., Pluri's wholly owned subsidiary, and Ever After executed an Amended and Restated Technology License Agreement, dated June 12, 2024, or the Amended License. The Amended License amends the parties' existing license agreement dated as of February 23, 2022, to expand the scope of the license to include fish and seafood, and includes a waiver by Pluri of certain associated license royalties.

The foregoing description of the Agreement and the Amended License are not complete and are qualified in their entirety by reference to the full text of the Agreement and the Amended License, copies of which are filed as Exhibits 10.1 and 10.2, respectively, to this Report and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1 [^]	Share Purchase Agreement, dated June 12, 2024, by and among Ever After and the Investors.
10.2 [^]	Amended and Restated Technology License Agreement, dated June 12, 2024, between Pluri Biotech Ltd. and Ever After Foods Ltd.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

[^] Certain identified information in the exhibit has been excluded from the exhibit because it is both (i) not material and (ii) would likely cause competitive harm to Pluri if publicly disclosed. Pluri agrees to furnish supplementally a copy of any omitted schedule or exhibit to the U.S. Securities and Exchange Commission upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PLURI INC.

By: /s/ Chen Franco-Yehuda

Name: Chen Franco-Yehuda

Title: Chief Financial Officer

Date: June 18, 2024

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO PLURI INC. IF PUBLICLY DISCLOSED. OMISSIONS ARE DENOTED IN BRACKETS WITH ASTERISKS THROUGHOUT THIS EXHIBIT.

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (this “**Agreement**”) is entered into on June 12, 2024, by and among (i) Ever After Foods Ltd., a company incorporated in Israel, Reg. No. 516502556 with a registered address at M.T.M – Scientific Industries Centre, building 5, Haifa 3508409, Israel (formerly known as Plurinuva Ltd. - the “**Company**”), (ii) CFSC Investments, Inc., a Delaware corporation, with a principal mailing address at 15407 McGinty Road West, Wayzata, Minnesota 55391, United States (“**CFSC**”), (iii) Interfonda AG, a company incorporated in Switzerland, Reg. No. CHE-102.588.792 with a registered address at c/o [**], Gupfenstrasse 5, 9240 Uzwil, Switzerland (“**Interfonda**”), (iv) Tnuva Food-Tech Incubator (2019), Limited Partnership, Reg. No. 540287620 with a registered address at 21 Yagia Kapayim Street, Kiryat Arie, POB 300, Petah Tikva 4910201, Israel (“**Tnuva**”), (v) Pluri Biotech Ltd., a company incorporated in Israel, Reg. No. 513371666 with a registered address at M.T.M – Scientific Industries Centre, building 5, Haifa 3508409, Israel (“**Pluri**”, and together with CFSC, Interfonda, and Tnuva, the “**Lead Investors**”), and (vi) the other person(s) and/or entity(ies) listed in Exhibit A attached hereto, as may be updated from time to time (each of CFSC, Tnuva, Pluri, Interfonda, and such other person or entity, an “**Investor**”, and, severally and not jointly, the “**Investors**”) on the other side.

WHEREAS, the Board of Directors of the Company (the “**Board**”) has determined that it is in the best interests of the Company to raise capital by means of issuance to the Investors of up to [***] Ordinary Shares of the Company (as defined below) in consideration for an aggregate investment in the Company of up to US\$10,000,000 (the “**Aggregate Purchase Price**”), and the Investors, severally and not jointly, desire to purchase the Ordinary Shares, all subject to and in accordance with the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of their mutual and respective undertakings and covenants herein contained, the parties hereto hereby agree as follows:

1 Definitions; Interpretation

1.1 **Definitions.** The following terms, as used herein, have the following meanings:

- 1.1.1 “**Affiliate**” of an entity means (i) with respect to Tnuva - Tnuva Food Industries – Agricultural Cooperative in Israel Ltd. (“**Tnuva Parent**”), Tnuva Central Cooperative for the Marketing of Agricultural Produce in Israel Ltd. (“**Tnuva Marketing**”), and any Person Controlled by Tnuva Parent and/or Tnuva Marketing, directly or indirectly, (ii) with respect to Pluri or the Company, Pluri’s Parent and any Person Controlled by Pluri’s Parent, and (iii) with respect to any other Person - any Person Controlled by, Controlling or under common Control with such entity, directly or indirectly.
 - 1.1.2 “**A&R License Agreement**” shall have the meaning ascribed to such term in Section 2.4.2.2.
 - 1.1.3 “**Ancillary Documents**” means the A&R License Agreement, Amended Articles, the principles of Commercialization Agreement, attached hereto as Schedule 6.2 (and, when executed in accordance with the provisions hereof, the Commercialization Agreement shall also become part of the Ancillary Documents), the Interfonda Side Letter and the MFN Side Letter.
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- 1.1.4 “**Interfonda Side Letter**” shall mean the letter titled “Side Letter to Share Purchase Agreement” to be issued by the Company to Interfonda, and acknowledged by Interfonda, in the form attached as Schedule 1.1.4 hereto.
- 1.1.5 “**Commercialization Agreement**” shall have the meaning ascribed to such term in Section 6.2.
- 1.1.6 “**Control**” means the effective ability to control the operations of an entity or the possession, directly or indirectly, of [**]% or more of the voting power or the right to appoint [**]% or more of the members of the board of directors or equivalent body of such entity.
- 1.1.7 “**Encumbrance**” means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, restriction, option, warrant, right of first refusal, preemptive right, call right, or security interest of any nature (including any restriction on the voting of any security (including voting trust and voting agreement), any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, whether arising by contract or by operation of law, any assignment of the right to receive dividends or distribution of capital or assets upon liquidation, any power of attorney allowing the exercise of any right in any share, or any option or other right to acquire any share including by way of exchange or conversion.
- 1.1.8 “**Field of License**” has the meaning ascribed to it in the A&R License Agreement.
- 1.1.9 “**Fully Diluted Basis**” means, assuming the exercise, conversion or exchange of all outstanding options, warrants and rights to exercise, convert or exchange any securities of the Company into Ordinary Shares of the Company.
- 1.1.10 “**Governmental Agency**” means any national, state, municipal, local or foreign government, any instrumentality, subdivision, court or other judicial authority, administrative agency or commission or other governmental authority or instrumentality, or any quasi-governmental or quasi-judicial or private body exercising any tax, regulatory, judicial or governmental authority, including without limitation the Israeli Innovation Authority (“**IIA**”).
- 1.1.11 “**Intellectual Property**” means any and all intellectual and industrial property rights, of all types or nature whatsoever, including without limitation: (i) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice), including but not limited to any reissues, continuations, continuations-in-part, divisions, revisions, extensions or reexaminations thereof; (ii) trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing) and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights and copyrightable works; (iv) computer software, programs, flow charts, programmers’ notes, data and documentation; (v) trade secrets, confidential business information, database rights, inventions and know-how (including but not limited to ideas, formulae, compositions, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and accounting data and related information); (vi) registrations, applications and renewals for any of the foregoing; and (vii) any other proprietary rights relating to any of the foregoing (including without limitation moral rights or similar rights and remedies against infringements thereof and rights of protection of an interest therein under the laws of all jurisdictions) – all of the foregoing whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.

- 1.1.12 “**Law**” means any applicable local or foreign law, statute or ordinance, or any rule or regulation of any Governmental Agency, including without limitation the rules and regulations of the IIA, NASDAQ and the Tel Aviv Stock Exchange (“**TASE**”).
- 1.1.13 “**MFN Side Letter**” shall mean the letter titled “Side Letter to Share Purchase Agreement – MFN Rights” to be issued by the Company to each Investor subscribing for at least US\$[**] of the Aggregate Purchase Price (including without limitation, each of the Lead Investors), and acknowledged by each such Investor, in the form attached as Schedule 1.1.13 hereto.
- 1.1.14 “**Permits**” means licenses, permits, authorizations, certifications, registrations, clearances, consents and approvals of any Governmental Agency.
- 1.1.15 “**Person**” means any individual, entity, partnership, trust, company or governmental body or other body (whether incorporated or unincorporated).
- 1.1.16 “**Pluri’s Parent**” Pluri, Inc. (formerly known as Pluristem, Inc.).
- 1.1.17 “**Ordinary Shares**” means the Ordinary Shares, par value NIS 0.01 per share, of the Company.
- 1.2 Interpretation. The Recitals, Exhibits and Schedules hereto consist an integral part hereof. The headings of the Sections and Subsections of this Agreement and titles and subtitles used in this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

2 Issue and Purchase of Shares; Purchase Price; Closing

- 2.1 Issue and Purchase of Shares at the Closing. Subject to the terms and conditions hereof, at and subject to the Closing (as defined below), the Company shall issue and allot to the Investors, and the Investors shall, severally and not jointly, in accordance with the provisions below, subscribe for and purchase from the Company, free and clear of any Encumbrances, an aggregate amount of [**] Ordinary Shares (the “**Issued Shares**”), which will constitute upon their issuance [**]% of the share capital of the Company (taking into account the reservation of the New ESOP Reserve under the ESOP Reservation as set forth in Section 6.3 and assuming the investment in full of the Aggregate Purchase Price), at a price per Ordinary Share of US\$[**] (the “**Price Per Share**”), reflecting a pre-money valuation on a Fully Diluted Basis of the Company of US\$[**].

- 2.2 Purchase Price at the Closing. In consideration of the Issued Shares, each of the Lead Investors shall, severally and not jointly, transfer to the Company, at and subject to the Closing, its respective portion out of the total purchase price of US\$[**] ([**]), and in addition, the additional Investors identified under Exhibit A shall, severally and not jointly, transfer to the Company, at and subject to the Closing, its respective portion out of the total purchase price of US\$[**] (such aggregate amount of US\$10,000,000, the “**Closing Purchase Price**”) in immediately available funds by wire transfer to the bank account of the Company in accordance with the wire instructions attached hereto as Schedule 2.2. The portion of the Closing Purchase Price to be invested by each Investor and the number of Issued Shares to be issued to each Investor at the Closing, is set forth on Exhibit A opposite such Investor’s name.
- 2.3 Reserved.
- 2.4 The Closing
- 2.4.1 Closing. The issuance and allotment of the Issued Shares, and the subscription and purchase thereof by the Investors and the registration of the Issued Shares in the name of the Investors in the register of shareholders of the Company (the “**Shareholders Register**”), shall take place by email exchanges or a meeting of the representatives of the parties as soon as practicable, but in any event not more than 10 days, after the conditions set forth in Sections 2.4.2 and 3 have been met or waived in writing by the relevant party, unless agreed otherwise in writing by the parties (the “**Closing**”).
- 2.4.2 Transactions at the Closing. At the Closing (or immediately prior thereto as specified below), the following transactions shall occur simultaneously:
- 2.4.2.1 The Company shall deliver to the Investors the following documents, or cause the following actions to be completed, as applicable:
- 2.4.2.1.1 a unanimous resolution of the Company’s Board in the form of Schedule 2.4.2.1.1, approving: (i) the execution, delivery and performance by the Company of this Agreement and each of the Ancillary Documents; (ii) the issuance and allotment of the Issued Shares to the Investors against payment of the Closing Purchase Price therefor, as set forth opposite each Investor’s name in Exhibit A; (iii) the registration of the Issued Shares in the Shareholders Register, and the delivery to the Investors of executed share certificates reflecting the Issued Shares, in the name of the respective Investors; and (iv) the reservation of the New ESOP Reserve;

- 2.4.2.1.2a resolution of Company's shareholders in the form attached hereto as Schedule 2.4.2.1.2A (i) approving the replacement of the Company's Existing Articles (as defined below) with the Amended and Restated Articles of Association in the form attached hereto as Schedule 2.4.2.1.2B (the "Amended Articles"); (ii) approving the execution, delivery and performance by the Company of this Agreement; (iii) approving the reservation of the New ESOP Reserve; and (iv) containing a waiver by Company's shareholders of any rights of first refusal, preemption rights and/or other similar rights they may have under the Existing Articles or by Law in connection with the transactions contemplated herein;
- 2.4.2.1.3an updated Shareholders Register, as of the Closing, evidencing the registration of the Issued Shares in the name of the Investors, and validly executed share certificates reflecting the Issued Shares in the name of each of the Investors in the form of Schedule 2.4.2.1.3A and Schedule 2.4.2.1.3B, respectively; and
- 2.4.2.1.4the applicable forms duly executed, notifying the Registrar of Companies in Israel of the issuance and allotment of the Issued Shares to the Investors, and the adoption of the Amended Articles; and
- 2.4.2.2 Pluri and the Company shall execute and deliver the Amended and Restated License Agreement in the form of Schedule 2.4.2.2 (the "**A&R License Agreement**").
- 2.4.2.3 Each non-Israeli Investor, to the extent so required in accordance with the provisions of applicable law, shall have delivered to the Company an executed undertaking to the IIA in the standard form required from such Investor in accordance with the provisions of applicable law (the "**IIA Undertaking**").
- 2.4.2.4 The Company and each of the Lead Investors and the applicable Investors shall execute and deliver the MFN Side Letter (if not previously executed).
- 2.4.2.5 The Company and Interfonda shall execute the and deliver the Interfonda Side Letter (if not previously executed).
- 2.4.2.6 Each of the Investors shall pay its respective portion of the Closing Purchase Price to the Company by wire transfer, as set forth in Section 2.2. It is clarified and agreed that if one of the Lead Investors does not pay its respective portion of the Purchase Price hereunder, the other Lead Investors may withhold their payments accordingly, and no Lead Investor shall be obligated to consummate the Closing if any other Lead Investor does not also consummate the Closing concurrently.

- 2.5 Simultaneous Transactions. The transactions described above shall be deemed to take place simultaneously and no transaction shall be deemed to have been completed or any document delivered until all such transactions have been completed and all required documents delivered.

Reserved.

3 Conditions to Closing

The parties' obligation to consummate the transactions contemplated hereby at the Closing is subject to the satisfaction and fulfillment, prior to or at the Closing, of each of the following conditions precedent (any or all of which may be waived in writing, in whole or in part, by the applicable party at its sole discretion, and any waiver given by all of the Lead Investors (if any) with respect to the Closing shall be deemed as binding with respect to any other Investor participating at the Closing, if applicable). The parties will act in good faith and make their best commercial efforts at all times to fulfill the conditions below.

3.1 Conditions on the Investors' obligation to consummate the Closing:

- 3.1.1 The IIA shall have provided a written approval in substantially the form and substance as requested in the application to the IIA in the form attached hereto as Schedule 3.1.1 (or otherwise acceptable to each of the parties) in connection with the applicable amendments included in the A&R License Agreement (the "**IIA Approval**").
- 3.1.2 The Warranties set forth in Section 4 shall be true and correct in all material respects when made and as of the date of the Closing.
- 3.1.3 All covenants, agreements and conditions contained in this Agreement to be performed or complied with by the Company prior to or at the Closing shall have been performed or complied with by it, in all material respects prior to or at the Closing.
- 3.1.4 The Company shall have obtained all consents and approvals necessary or required lawfully for the consummation of the transactions contemplated hereby, to the extent any are needed.
- 3.1.5 No event, change or effect has occurred, prior to or at the Closing, that is or that could reasonably become materially adverse to the condition (financial or otherwise), properties, assets, Intellectual Property (including without limitation the Licensed IP) liabilities, business, operations, results of operation or prospects of the Company (a "**Material Adverse Effect**"). Without derogating from the foregoing, the Company shall promptly advise the Investors in writing of any event which the Company becomes aware of, affecting or that is reasonably likely to have a Material Adverse Effect on the business or assets or rights of the Company.

3.2 Conditions on the Company's 'obligation to consummate the Closing with respect to each Investor:

- 3.2.1 The IIA Approval shall have been obtained.
- 3.2.2 The Investor's representations and warranties set forth in Section 5 shall be true and correct in all material respects when made and as of the date of the Closing.

- 3.2.3 All covenants, agreements, and conditions contained in this Agreement to be performed or complied with by the Investor prior to the Closing shall have been performed or complied with by the Investor in all material respects prior to or at the Closing.

There shall be no legal action, suit, claim or proceeding of any kind whether pending or threatened against the Investor, that could have a direct effect on and reasonably be expected to jeopardize the transactions contemplated hereunder.

4 Representations and Warranties of Company

The Company hereby represents and warrants to each Investor, that the representations and warranties set forth below in this Section 4, when taken together with the information set forth on the Disclosure Schedule attached hereto as Schedule 4 ("**Disclosure Schedule**"), which information shall be deemed to be part of the representations and warranties made hereunder, are true and correct as at the date hereof and at the Closing, except, in each case, as to such representations and warranties that address matters as of a particular date, which are true, correct and complete only as of such date, and acknowledge that the Investors are entering into this Agreement in reliance thereon (the "**Warranties**").

The Warranties shall not be limited or otherwise affected or reduced by, any information furnished verbally or in writing to the Investors or any of their representatives which is not contained in a Schedule or Exhibit to this Agreement, or by any investigation made by or the knowledge of the Investors or any of their representatives.

The term "**knowledge**" as relates to the Company means the knowledge of any of the Company's officers, directors or management personnel, as such are or were at the relevant time after reasonable inquiry and diligence. Similar expressions, such as "awareness" shall be construed accordingly.

- 4.1 Organization and Existence; Articles. The Company is duly organized, validly existing and in good standing under the laws of Israel, and has all requisite corporate power and authority to carry on its business as now conducted and as presently contemplated to be conducted. The Articles of Association of the Company attached hereto as Schedule 4.1 are a true and correct copy of the Articles of Association of the Company as of the date hereof and immediately prior to the Closing (the "**Existing Articles**").
- 4.2 Corporate Authorization; Enforceability. The execution and delivery by the Company of this Agreement and each of the Ancillary Documents to which it is a party, and the consummation and performance by the Company of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary corporate action on its part. The Company has the full power and authority to execute and perform this Agreement and each of the Ancillary Documents to which it is a party. This Agreement and each of the Ancillary Documents, as applicable, constitutes the valid and binding obligations of the Company, enforceable against it in accordance with their terms.
- 4.3 No Violation; Consents and Approvals. The execution and performance by the Company of this Agreement and each of the Ancillary Documents to which it is a party: (A) do not and will not violate, conflict with, result in a breach of or constitute a default under or result in the creation of any Encumbrance under (a) the Existing Articles or the Amended Articles, (b) any agreement, contract, license, instrument, lease or other obligation to which the Company is a party or by which it is bound, (c) any judgment, order, decree, ruling or injunction, or (d) any Law; and (B) except as specified under Schedule 4.3(B) to the Disclosure Schedule, do not require the consent or approval of any Person or any registration or filings with, notices to, or Permit of any third party (including any Governmental Agency or other Person), which consent, approval, registration or filing has not been obtained or made prior to the date hereof or shall not be obtained or made prior to the Closing.

- 4.4 Capitalization. The authorized share capital of the Company immediately following the Closing will be 10,000,000 Ordinary Shares, par value NIS 0.01 per share, of which, assuming investment of the Aggregate Purchase Price in full, [***]shares will be issued and outstanding. The capitalization table attached as Schedule 4.4 truly and correctly reflects the shareholding in the Company on a Fully Diluted Basis as of immediately prior to the Closing (taking into account also the reservation of shares for the New ESOP Reserve under Section 6.3) and immediately following the Closing, assuming the investment in full of the Aggregate Purchase Price as contemplated herein. Except for the Issued Shares to be issued under this Agreement and as noted in the capitalization table, and except as set forth in the Schedule 4.4 and in the Amended Articles, there are no other share capital, preemptive rights, convertible securities, options, warrants, Encumbrances or other rights or promises to subscribe for, purchase or acquire from the Company any shares or any securities convertible into, or exchangeable for, or evidencing the right to subscribe for, any shares of the Company, and there are no contracts or binding commitments for any of the above. The Company is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any of its shares or any warrants, options or other rights to acquire its shares, and none of its shares are dormant (as such term is defined in the Israeli Companies Law 1999). All of the issued and outstanding shares of the Company are duly authorized, validly issued, fully paid and non-assessable and shall have immediately following the Closing the rights, preferences, privileges, and restrictions set forth in the Amended Articles. Other than as set forth in the Amended Articles, the authorized but unissued share capital of the Company is not subject to any Encumbrance.
- 4.5 Valid Issuance of Shares; Ownership of Shares. The Issued Shares, when issued and allotted to the Investors in accordance with the terms of this Agreement for the consideration expressed herein, shall be duly authorized, validly issued, fully paid and non-assessable, and their issuance will be free of any Encumbrances. The rights, privileges and preferences of the Issued Shares are as stated in the Amended Articles.
- 4.6 Company Compliance. The Company is not in violation of (i) the terms of the Existing Articles, (ii) any agreement, contract, license, instrument, lease or other obligation to which it is party or by which it is bound, (iii) any judgment, order, decree, ruling or injunction, or (iv) any Law. Other than as set forth in Schedule 4.6, as of the Closing, the Company is not required under Law to hold any Permits or to make any filings with, or notifications to, any Governmental Agencies.
- 4.7 Subsidiaries. The Company does not own or control, directly or indirectly, any interest or any other right in any other corporation, association, or other business entity. The Company is not a participant in any joint venture, partnership, or similar arrangement.

- 4.8 Company Directors and Officers. As of immediately prior to the Closing, the directors and officers of the Company will be as set forth on Schedule 4.8A. Other than as set forth in Schedule 4.8B, there are no agreements, commitments or understandings, whether written or oral, with respect to any compensation to be provided to any of the Company's directors or officers.
- 4.9 Financial Statements; Liabilities.
- 4.9.1 The Company has furnished the Investors with its audited financial statements for the period ended June 30, 2022 (the "**Audited Financial Statements**"), as well as its Balance Sheet for September 30, 2023 (the "**Unaudited Financial Statements**"), and together with the Audited Financial Statements, the "**Financial Statements**"), which are attached to Schedule 4.9.1 of the Disclosure Schedule. The Financial Statements have been prepared in accordance with the US generally accepted accounting principles ("**GAAP**") consistently applied and fairly present in all material respects the financial position of the Company as of such dates and the results of its operations for the periods then ended, subject in the case of the Unaudited Financial Statements to normal year-end audit adjustments.
- 4.9.2 Except as set forth in Schedule 4.9.2 of the Disclosure Schedule, since the date of the Audited Financial Statements, there has not been:
- 4.9.2.1.1 any material change in the assets, liabilities, condition (financial or otherwise) or business of the Company;
- 4.9.2.1.2 any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the assets, properties, conditions (financial or otherwise), operating results or business of the Company;
- 4.9.2.1.3 any waiver by the Company of a valuable right or of a material debt owed to it;
- 4.9.2.1.4 any satisfaction or discharge of any material lien, material claim or material encumbrance or payment of any material obligation by the Company, except in the ordinary course of business and that is not individually or in the aggregate, adverse to the assets, properties, condition (financial or otherwise), operating results or business of the Company;
- 4.9.2.1.5 any material changes or amendment to a material contract or material arrangement by which the Company or any of its respective assets or properties is bound or subject;

4.9.2.1.6 any material changes in any compensation arrangement or other agreement with any employee, consultant, director or officer of the Company.

4.9.2.1.7 any loans made by the Company to its employees, officers, or directors other than travel advances made in the ordinary course of business;

4.9.2.1.8 any sale, transfer or lease of, except in the ordinary course of business, or mortgage or pledge or imposition of lien on, any of the Company's material assets, except liens for taxes not yet due or payable;

4.9.2.1.9 any change in the accounting methods or accounting principles or practices employed by the Company;

4.9.2.1.10 any other event or condition of any character, other than events affecting the economy or the Company's industry generally, that would materially adversely affect the assets, properties, condition (financial or otherwise), operating results or business of the Company; or

4.9.2.1.11 any arrangement or commitment by the Company to do any of the things described in this Section 4.9.2.1.

4.10 Intellectual Property.

4.10.1 Schedule 4.10.1 contains a true and accurate (within the level of description) description of all Intellectual Property licensed to the Company by Pluri (the "**Licensed IP**"). To the Company's knowledge, the Licensed IP constitutes all Intellectual Property owned by Pluri and which is relevant to and required for the Company's business as contemplated to be conducted under the Ancillary Documents. To the Company's knowledge, Pluri does not license from any third party any Intellectual Property that is included in the Licensed IP. As of the Closing, the Company is in compliance with all provisions, terms and conditions of the agreement(s) that govern its rights in and use of the Licensed IP.

4.10.2 As of the Closing, the Company owns or has obtained sufficient right to use, free and clear of all Encumbrances, except as set forth under that certain A&R License Agreement between the Company and Pluri, and as specified under Schedule 4.10.2 of the Disclosure Schedule, all Intellectual Property rights used and reasonably necessary for the Company to conduct its business as now conducted, and, except for Intellectual Property which is yet to be developed or obtained from third parties, as currently proposed to be conducted; and such Intellectual Property rights, do not infringe upon or violate any third party intellectual property rights. Except as set forth in Schedule 4.10.2, the Company has no outstanding options, other licenses, or agreements of any kind relating to Intellectual Property, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to Intellectual Property of any other person or entity.

- 4.10.3 A complete and accurate list of all registered and pending patents, whether in the form of utility patents or design patents, and of all trademarks and designs, which are owned by the Company, and all pending applications therefor, is set forth in Schedule 4.10.3. The Company has complied in all material respects with the requirements of, and has timely filed all documentation required in dealing with, and has timely paid all required payments in respect of, all patents and patent applications to any patent office or registry in which its patent applications were filed; and all patents, and applications for the same listed in such Schedule 4.10.3 are in effect, and, to the Company's knowledge other than in regards to office actions or oppositions made in the ordinary course of business of the Company, there is no prior art, prior use or any other claim which would prevent the Company from receiving useful protection for such patents, and applications for the same.
- 4.10.4 Except as set forth in Schedule 4.10.4, the Company is not obligated, under contract or by law, to pay any compensation or royalties to any third party in respect of the use, transfer or sale of any portion of the Intellectual Property owned or exclusively licensed to the Company, nor has the Company granted to any other Person any right to develop, manufacture or sell products or proposed products with respect to such Intellectual Property.
- 4.10.5 The Company has not received any communications alleging that the Company has violated or, by conducting its business as currently proposed to be conducted, would violate any Intellectual Property rights of any other person or entity nor is the Company aware of any facts or circumstances that can give rise to such a claim. Other than commercially available hardware and software products, the Company is not aware of any specific Intellectual Property right owned by any third party and not yet licensed to the Company which is likely to be needed for the development of its proposed products and that would require the payment of royalties or license fees to a third party. According to existing employment/service agreements to which the Company is a party, any and all Intellectual Property of any kind which has been developed prior to the date hereof or which will be developed in the future by any employee or service provider of the Company in the course of their employment by, or engagement with, the Company, shall be the sole property of the Company. The Company has taken security measures to protect the secrecy, confidentiality and value of all the Intellectual Property, which measures are reasonable and customary in the industry in which the Company operates, and for companies similarly situated. Each of the employees and consultants of the Company who, either alone or in concert with others, developed, invented, discovered, derived, programmed or designed the Intellectual Property, or who have knowledge of or access to information about the Company's Intellectual Property, have entered into a written agreement with the Company assigning to the Company, all rights in Intellectual Property developed, created, discovered, derived, programmed, designed, invented or otherwise made by them in the course of their engagement with the Company.

4.11 Grants and Benefits.

- 4.11.1 Schedule 4.11.1 includes a complete list and material details of all grants, loans, tax relief, funding, facilities or resources or other benefits received by the Company from Israeli and non-Israeli Governmental Agencies or academic or research institutions and/or in connection therewith the Company made payment undertakings specified under Schedule 4.11.1 (collectively, the “**Grants and Benefits**”). Other than as set forth on Schedule 4.11.1, no Governmental Agency or academic or research institutions have any rights whatsoever in any Intellectual Property owned or, to the knowledge of the Company, exclusively licensed to the Company, including any rights to receive payments whether by royalty or otherwise.
- 4.11.2 The Company is in compliance with all provisions, terms and conditions applicable to the Grants and Benefits, including, without limitation, the timely filing of all reports and requests, and the application for and obtainment of all consents and approvals, required to be filed, applied for or obtained, as applicable, under any of the foregoing or under any Law.
- 4.12 Taxes. Except as set forth in Schedule 4.12 of the Disclosure Schedule, the Company has not made any tax elections under applicable laws or regulations (other than elections that related solely to methods of accounting, depreciation or amortization or in connection with Section 102(b) to the Israeli Income Tax Ordinance [New Version] 5721-1961) and has yet to file any tax returns and reports (including information returns and reports). The Company is not currently liable for any tax (whether income tax, capital gains tax, or otherwise) that became due and was not duly paid.
- 4.13 Litigation. There is no (and to the Company’s knowledge threatened) claim, action, suit, arbitration, or, to the Company’s knowledge, investigation, proceeding, complaint or charge, pending, against the Company or any of its properties or assets, or any officer, director or employee. To the Company’s knowledge, none of its officers, directors, consultants or employees, in their capacity as such, is a party to or is named in any order, writ, injunction, judgment or decree of any Governmental Agency.
- 4.14 Employees and Service Providers.
- 4.14.1 Except as set forth on Schedule 4.14.1 of the Disclosure Schedule, the Company has no employment or consulting contracts, agreements or bonus, incentive, profit-sharing, or pension plans currently in force and effect, or any understanding with respect to any of the foregoing.

- 4.14.2 As of the date hereof, and except as set forth on Schedule 4.14.2 of the Disclosure Schedule, the Company has no deferred compensation or share option covering any of its officers or employees.
- 4.14.3 The Company has complied with all applicable employment laws policies, procedures and agreements relating to employment, terms and conditions of employment and to the proper withholding and remission to the proper tax and other authorities of all sums required to be withheld from employees or persons deemed to be employees under applicable laws respecting such withholding, other than as disclosed in Schedule 4.14.3.
- 4.14.4 Except as set forth in Schedule 4.14.4 of the Disclosure Schedule and as required under applicable law (including the Severance Pay Law), the Company has no policy, practice, plan or program of paying severance pay or any form of severance compensation in connection with the termination of employment services. The Company is not bound by or subject to (and none of its assets or properties is bound by or subject to) any written or oral, express or implied, contract, commitment or arrangement with any labor union except for those provisions of general agreements between the Histadrut and any Employers' Union or Organization which are applicable to all the employees in Israel, or in the industry in which the Company operates, by Extension Order. No labor union has requested or has sought to represent any of the employees, representatives or agents of the Company.
- 4.14.5 Each current and former employee and consultant of the Company has executed an agreement with the Company regarding confidentiality and proprietary information substantially in the form or forms delivered to the counsel for the Investors (the "Confidential Information Agreements"); (ii) other than as disclosed in Schedule 4.14.5, no current or former employee or consultant has excluded works or inventions from his or her assignment of inventions pursuant to such employee's Confidential Information Agreement; (iii) Each current and former employee has executed a non-competition and non-solicitation agreement substantially in the form or forms delivered to counsel for the Investors. The Company is not aware that any of its employees or consultants is in violation of any agreement covered by this Subsection 4.14.5.
- 4.15 Insurance. The Company holds the insurance policies set forth in Schedule 4.15, all of which are valid and effective.

- 4.16 No Corrupt Practices. Neither the Company nor, to Company's knowledge, any officer, director, employee or agent purporting to act on its behalf has, directly or indirectly: (i) made, offered to make, provided or paid any unlawful contributions, gifts, entertainment or other unlawful expenses to any local or foreign official, political party or official thereof or candidate for political office, or failed to disclose fully any such contributions in violation of any applicable laws; (ii) made, or offered to make, any unlawful payment to any local, state, federal or any other type of governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or allowed by applicable laws (including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended); (iii) made, or offered to make, any unlawful payment to any agent, employee, officer or director of any entity with which the Company does business for the purpose of influencing such agent, employee, officer or director to do business with the Company; (iv) engaged in any transactions, maintained any bank account or used any corporate funds, except in all material respects, in accordance with applicable financial recordkeeping, reporting and internal control requirements; or (v) made, or offered to make, any payment in the nature of criminal bribery. Neither the Company, nor, to Company's knowledge, any of its officers, directors or employees, present or past, in their capacity as such, are the subject of any allegation, voluntary disclosure, investigation, prosecution or other enforcement action related to any anti-corruption laws.
- 4.17 Solvency and Compliance. No order or application has been made or resolution passed for the winding up of the Company or for the appointment of a liquidator to the Company or for an administration order in respect of the Company. No receiver, trustee or administrator has been appointed of the whole or part of the Company's business or assets nor has the Company applied for or consented to such appointment. No voluntary arrangement has been proposed in respect of the Company. No compromise or arrangement with creditors has been proposed, agreed to or sanctioned in respect of the Company. The Company is not insolvent or unable to pay its debts, or stopped paying its debts as they fall due, or has admitted its inability to pay its debts. There is no unsatisfied judgment or court order outstanding against the.
- 4.18 Disclosure. No representation or warranty of the Company contained in this Agreement, and no certificate furnished or to be furnished to the Investors at the Closing, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. There is no fact within the knowledge of the Company which has not been disclosed herein and which has or may have a Material Adverse Effect on the Company. Except for the representations specifically provided herein by the Company, the Company is not making any additional representations or warranties to the Investors in connection with the transactions contemplated hereunder.

5 Representations and Warranties of Investor

Each of the Investors represents and warrants to the Company, severally, the following to be true and correct as at the date hereof and at the Closing, except as otherwise specifically indicated below:

- 5.1 Organization and Existence. The Investor is a corporation or a limited partnership duly incorporated and registered and validly existing under the laws of its incorporation, and has all corporate powers and authorizations, consents and approvals required to carry on its business as now conducted.
- 5.2 Corporate Authorization; Enforceability. The execution and delivery by the Investor of this Agreement and each of the Ancillary Documents to which it is a party, and the consummation and performance by it of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary corporate action on its part. The Investor has the full power and authority to execute and perform this Agreement and each of the Ancillary Documents to which it is a party. This Agreement and each of the Ancillary Documents to which it is a party, as applicable, constitutes the valid and binding obligation of the Investor, enforceable against it in accordance with its terms.

- 5.3 No Violation; Consents and Approvals. The execution and performance by the Investor of this Agreement and each of the Ancillary Documents to which it is a party: (A) does not violate, conflict with, or result in a breach or violation of or constitute a default under (a) any agreement, contract, license, instrument, lease or other obligation to which the Investor is a party or by which it is bound, (b) any judgment, order, decree, ruling or injunction, (c) any Law applying to it, or (d) as at the Closing, any of its corporate documents (and the Investor undertakes to amend and register its corporate documents accordingly as soon as practicable after the date of this Agreement to the extent required); and (B) does not require the consent or approval of any Person or any registration or filings with, notices to, or Permit of any third party (including any Governmental Agency or other Person), which consent or approval shall not be obtained prior to the Closing.
- 5.4 Purchase Entirely for Own Account; No Public Market. The applicable portion of the Issued Shares (collectively, the “**Purchased Shares**”) will be acquired for investment for the Investor’s own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor does not presently have any contract, undertaking, agreement or arrangement to sell, transfer or grant participation rights to any person with respect to any of the Purchased Shares. The Investor has not been formed for the specific purpose of acquiring the Purchased Shares. The Investor understands that the Purchased Shares have not been registered under the Securities Act of 1933 as amended (the “**Securities Act**”) and no public market now exists for any of the securities issued by the Company and that the Company has made no assurances that a public market will ever exist for the Company’s securities.
- 5.5 Disclosure of Information. The Investor represents that it has had an opportunity to complete a due diligence review and had an opportunity to discuss and receive answers from the Company’s management regarding their business, operations, properties, prospects, technology, plans, management, financial affairs and the terms and conditions of the offering of the Purchased Shares. The foregoing, however, does not limit, modify or qualify the Warranties made in Section 4 or the right of the Investors to rely on them. The Investor acknowledges that any projections provided (if any) by the Company are uncertain in nature, and that some or all of the assumptions underlying such projections may not materialize or may vary significantly from actual results.
- 5.6 Investment Experience; Accredited Investor; Non-U.S. Person. The Investor is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating and understanding the merits and risks of the investment in the Purchased Shares and has the capacity to protect its own interests, in addition the Investor is aware of the Company’s business affairs and financial condition as presented to it by the Company, and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Purchased Shares (on the basis of and without derogating from the Warranties under Section 4). Moreover, the Investor acknowledges that due to the inherent risk involved in such investment, the Investor’s investment may be substantially or totally lost. The Investor is either (i) an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, or (ii) a Non U.S. Person as defined under Regulation S promulgated under the Securities Act. To the extent that the Investor is a non U.S. Person, such Investor (x) is not acquiring Purchased Shares for the account or benefit of any U.S. Person, (y) is not, at the time of execution of this Agreement, and will not be, at the time of the Closing, in the United States and (z) is not a “distributor” (as defined in Regulation S promulgated under the Securities Act).

6 **Parties' Covenants**

- 6.1 **Use of Proceeds.** The Company shall use the Aggregate Purchase Price for business needs in accordance with the financial model attached hereto on Schedule 6.1, as may be adjusted from time to time by the Company's Board in the ordinary and normal course of business.
- 6.2 **Commercialization Agreement.** The Company and Tnuva shall negotiate and conclude as soon as practicable after the Closing, but in any event within not more than [**] therefrom, a Commercialization Agreement between the Company and Tnuva or an Affiliate of Tnuva to be designated by it, on the basis of the principles set out on Schedule 6.2 and otherwise on customary terms (the "**Commercialization Agreement**"). In the event that the parties are unable, despite of their bona fide efforts, to finalize during the said period in a reasonable and customary form the terms of the Commercialization Agreement based on the principles specified under Schedule 6.2, then the parties shall within 14 days, mutually agree on a senior commercial partner in one of the top law firms in Israel, which firm and partner are not and were not (during the preceding 12-month period) engaged in the provision of any legal services to either of the parties to this Agreement or any of their respective Affiliates, who shall be appointed by the parties as an appraiser for the sole purpose of meeting with the parties and working with them in order to finalize the Commercialization Agreement in accordance with the provisions hereof within 30 days from the appointment of such appraiser. The costs and expenses of the appraiser will be borne as follows: [**]% by the Company and [**]% by Tnuva. The parties will cooperate with the appraiser and provide all information and documents required by him for this purpose, subject to customary confidentiality undertakings. The Company shall keep CFSC and Interfonda informed with respect to the status of the negotiations of the Commercialization Agreement between the Company and Tnuva. In the event there are any material changes to the Commercialization Agreement from the principles set forth on Schedule 6.2, the Company shall, to the extent permitted by law, promptly inform CFSC and Interfonda of such changes.
- 6.3 **Reservation of Shares.** As shown in the post-closing capitalization table in Schedule 4.4 immediately prior to the Closing, the Company shall reserve an additional aggregate number of [**] of the Company's Ordinary Shares for issuance to employees, consultants, officers, service providers or directors of the Company pursuant to the 2022 Share Option Plan of the Company, as may be amended from time to time (the "**New ESOP Reserve**" and the "**Plan**", respectively), such that the Company's total option pool of options already allocated (but not exercised), together with the New ESOP Reserve, shall constitute [**]% of the Company's share capital on a Fully Diluted Basis, as of immediately following the Closing (assuming the investment in full of the Aggregate Purchase Price, and assuming no other investments or issuances of securities of the Company following the Closing except as contemplated under this Agreement). The ESOP reservations hereunder shall be referred to as the "**ESOP Reservation**".

- 6.4 Directors and Officers Insurance. The Company shall continue to maintain following the Closing a directors and officers liability insurance policy in an amount of at least \$[**] and upon other terms acceptable to the Investors.
- 6.5 Filing with the Israeli Registrar of Companies. As soon as practicable after the Closing, and in any event not later than 14 days therefrom, the Company shall file the notices set forth in Section 2.4.2.1.4 with the Israeli Registrar of Companies.
- 6.6 Confidentiality. Each of the parties shall, and shall procure that its Affiliates shall, keep this Agreement and related correspondence and any confidential information disclosed by the other parties in connection with this Agreement and/or the investment of the Investors in the Company, in strict confidence, and shall not disclose them to any third party nor use them for any purpose except as required by Law or in accordance with the provisions of any stock exchange regulations applicable to any of the parties or their respective Affiliates, or to Governmental Agencies in connection with their required approvals for the transactions contemplated hereunder, or as otherwise shall be permitted or required pursuant to this Agreement or the Ancillary Documents; provided, however, that the parties may disclose such information to their potential investors (within the scope of a due diligence process, subject to customary confidentiality obligations), or to their advisers who are bound by confidentiality obligations, or to their officers, directors and shareholders. Except as specifically permitted above, no release shall be made by any party to the news media or the general public relating to this Agreement or the Ancillary Documents or the subject matter hereof or thereof without prior written consent of the other parties.
- 6.7 Efforts; Further Assurances. Each party shall use its best efforts, after the date of this Agreement and as may be required after the Closing, to fulfill the respective conditions to Closing of that party and to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Law to consummate the transactions contemplated by this Agreement and the Ancillary Documents. Each party agrees to execute and deliver or to cause to be executed and delivered such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement and give effect expeditiously to the transactions contemplated by this Agreement and the Ancillary Documents.

7 Indemnification

- 7.1 Survival of Representations and Warranties. The representations and warranties of the Company made pursuant to this Agreement shall survive the execution and delivery of this Agreement until the second anniversary of the Closing, except that the representations (A) in Sections 4.1 (Organization and Existence; Articles), 4.2 (Corporate Authorization; Enforceability), 4.3 (No Violation; Consents and Approvals), 4.4 (Capitalization) and 4.5 (Valid Issuance of Shares; Ownership of Shares) shall survive for a [**] period as of the Closing; and (B) in Section 4.10 (Intellectual Property), shall survive for a [**] period as of the Closing, (as applicable, as the “**Claims Period**”).

7.2 Indemnification Obligation.

- 7.2.1 The Company shall protect, defend, indemnify and hold harmless the Investors and Investors' Affiliates, and their respective officers, directors, employees, representatives and agents (each of the foregoing Persons is hereinafter referred to individually as an "**Investor Indemnified Person**" and collectively as "**Investor Indemnified Persons**"), from and against any and all losses, costs, damages, penalties, fines, interest, liabilities, fees and expenses (including, without limitation, reasonable out-of-pocket attorneys' fees and expenses, costs of investigation, court costs and costs of defense) (collectively, "**Losses**"), that any Investor Indemnified Person incurs as a result of a breach of any representations, warranties, covenants or undertakings given or made by the Company in this Agreement.
- 7.2.2 The foregoing indemnification shall be subject to the following: (A) in no event shall the Investor Indemnified Persons be entitled hereunder to any amount of damages or reimbursement in connection with a breach of representations and warranties that exceeds in the aggregate the total of [**]; and (B) no claims for a breach of warranties or representations made under this Section 7.2 shall be brought against the Company unless such Losses (excluding the costs of preparation and filing such claim) exceed in the aggregate US\$[**] at which time the Investor Indemnified Persons shall be indemnified for the entire amount of such Losses (from the first dollar) suffered by them. None of the above limitations shall apply in case of fraud or intentional misconduct by or on behalf of the Company.
- 7.2.3 The indemnification provided under this Section 7 shall be the exclusive legal remedy for monetary Losses of Investors hereunder resulting from any breach of representations, other than in the case of fraud or intentional misrepresentation.

- 7.3 Indemnification Procedure. Any Investor Indemnified Person wishing to assert a claim for indemnification hereunder shall notify the Company of such claim (a "**Claims Notice**"), describing in reasonable details the basis of the asserted claim. If such Claims Notice results from a third party claim, such Investor Indemnified Person shall promptly as practicable upon becoming aware of the commencement of proceedings by such third party provide the Claims Notice, to the Company and the Company may assume the defense thereof (at its expense) and the Investor Indemnified Person shall reasonably cooperate with the Company in connection therewith; provided that the Investor Indemnified Person (together with all other Investor Indemnified Persons as applicable that may be represented without conflict by one counsel) may retain its own counsel if such Person is a party to such claim. In any event, in the event that an Investor Indemnified Person is a party under a third-party claim, neither the Company nor the Investor Indemnified Persons shall be entitled to settle any such proceeding without the prior consent of the other parties not to be unreasonably withheld of delayed (i.e. the Investor on behalf of all applicable Investor Indemnified Persons, or the Company, as applicable).

8 Termination

- 8.1 Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:
- 8.1.1 by mutual written agreement of the Company and any of the Lead Investors; or
 - 8.1.2 by any of the Lead Investors or the Company if the Closing does not occur within 45 days from the date of this Agreement; provided, however, that the right to terminate this Agreement pursuant to this Section 8.1.2 shall not be available to a party if such party's failure to take any action required to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur by such date.
- 8.2 Consequences of Termination. In the event of termination of this Agreement as provided above, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of any party hereof; provided, however, that notwithstanding any termination of this Agreement, any party hereto shall remain liable thereafter for any breach of this Agreement that occurred prior to such termination.

9 Miscellaneous

- 9.1 Entire Agreement. This Agreement including the Schedules thereto constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and thereof, and all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof is expressly cancelled, including without limitation that certain Term Sheet dated [**]. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any party hereto. It is clarified that in case of any in contradiction between the terms of the Ancillary Documents and the terms herein, the terms of this Agreement shall prevail.
- 9.2 Amendments; No Waivers. Any provisions of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by the Company on the one hand, and the Lead Investors, which agreement shall bind all Investors (provided that no such amendment may extend the obligation of any individual Investor to make additional investments in the Company without the consent of such Investor). No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

- 9.3 The 2022 SPA. It is agreed and acknowledged that: (A) Section 6.2 of the 2022 SPA (as defined in the Amended Articles) is hereby terminated and replaced in its entirety by Section 6.2 hereof, and (B) Section 6.9 of the 2022 SPA (as defined in the Amended Articles), and Schedule 6.9 thereof, are hereby terminated and shall have no further force and effect. It is clarified, for the removal of doubt, that except as specifically stated in this Section 9.3, the 2022 SPA shall continue to be valid in accordance with its respective terms.
- 9.4 Expenses. Each party shall bear its own respective costs and expenses related to this Agreement and the performance of its obligations hereunder, whether or not the transactions contemplated hereby shall be consummated.
- 9.5 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement or any part of it may not be assigned by any party without the prior written consent of the other parties, (save that CFSC's rights under this Agreement may be assigned to any other member of the CFSC's Group, provided that if such an assignee ceases to be a member of the CFSC's Group, it shall first reassign such rights to a member of the CFSC's Group). For purposes of this Section, "**CFSC's Group**" shall mean any Affiliate of CFSC.
- 9.6 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Israel. The parties agree that the courts of the District of Tel Aviv shall have exclusive jurisdiction to hear and determine any suit action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement, and for such purposes they hereby irrevocably submit to the jurisdiction of such courts.
- 9.7 Notices. Any notice required or permitted hereunder shall be in writing and shall be delivered by same-day courier or by confirmed email to the applicable party hereto at the respective addresses set forth below (as may be changed by each of the parties from time to time). Any notice shall operate and be deemed to have been served on the second business day in Israel after the date of delivery to the courier, or the transmission by email (or, if such transmission is not on a business day in Israel, then on the next following business day).
- (a) If to the Company:
- Ever After Foods Ltd.
Attn: Eyal Rosenthal
Email: [**]
- with a copy to (which shall not constitute legal notice):
- Shibolet & Co.
4 Yitzhak Sadeh St.,
Tel-Aviv 6777504, Israel
Attn.: Einat Weidberg, adv.
Email: [**]
- (b) If to CFSC:
- CFSC Investments, Inc.
Attn: Corporate Governance Attorney
15407 McGinty Road West,
Mail Stop 24,
Wayzata, MN 55391
United States
- (c) If to Interfonda:
- Interfonda AG
Attn.: [**], President of the Board
Gupfenstrasse 5,
9240 Uzwil,
Switzerland
[**]
- with a copy to (which shall not constitute legal notice):
- Interfonda AG
Attn.: [**]
Switzerland Email: [**]

(d) If to Tnuva:

Tnuva Food-Tech Incubator (2019), Limited Partnership
21 Yagia Kapayim Street, Kiryat Arie, POB 300, Petah Tikva 4910201, Israel
Attn.:
Gadi Cunia, CEO –[**]
Shay Cohen –[**];
Tamar Melamed Baruchin, Corporate Secretary and Head of Commercial Law
Practice –[**]

with a copy to (which shall not constitute legal notice):

Amit, Pollak, Matalon & Co.
APM House, 18 Raoul Wallenberg St.,
Ramat Hachayal, Tel-Aviv 6971915, Israel
Attn.: Ariel Frank, Adv.
Email: [**]

(e) If to Pluri:

Pluri Biotech Ltd.
M.T.M – Scientific Industries Centre, building 5, Haifa 3508409, Israel
Attn.:
Yaky Yanay, CEO & President –[**]
Chen Franco-Yehuda, CFO –[**]

with a copy to (which shall not constitute legal notice):

Shibolet & Co.
4 Yitzhak Sadeh St.,
Tel-Aviv 6777504, Israel
Attn.: Einat Weidberg, adv.
Email: [**]

(f) If to Mr. Wang Jie:

[**]

(g) If to Rich Catalpa International Limited:

Rich Catalpa International Limited
50/F Flat D, South Court, Tower 1, Phase 3, Festival City, Tai Wai, Hong Kong
Cell: [**]
Attn.: Yongrong Wang
Email: [**]

9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

9.9 Counterparts. This Agreement may be executed by the parties hereto in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have set their hands, and duly authorized this Agreement by their authorized officers as of the day and year first above written.

COMPANY:

Ever After Foods Ltd.

By: /s/ Eyal Rosenthal
Name: Eyal Rosenthal
Title: Chief Executive Officer

LEAD INVESTORS:

CFSC Investment, Inc.

By: /s/ [**]
Name: [**]
Title: [**]

Interfonda AG

By: /s/ [**]
Name: [**]
Title: [**]

Tnuva Food-Tech Incubator (2019) Limited Partnership

By: /s/ Gadi Cunia
Name: Gadi Cunia
Title: Chief Executive Officer Tnuva Group

By: /s/ Tamar Melamed Baruchin
Name: Tamar Melamed Baruchin
Title: Director in the Group

Pluri Biotech Ltd.

By: /s/ Yaky Yanay
Name: Yaky Yanay
Title: Chief Executive Officer

By: /s/ Chen Franco-Yehuda
Name: Chen Franco-Yehuda
Title: Chief Financial Officer

INVESTORS:

Rich Catalpa International Limited

By: /s/ Yongrong Wang
Name: Yongrong Wang
Title: Director

Mr. Wang Jie

By: /s/ Wang Jie
Name: Wang Jie

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO PLURI INC. IF PUBLICLY DISCLOSED. OMISSIONS ARE DENOTED IN BRACKETS WITH ASTERISKS THROUGHOUT THIS EXHIBIT.

AMENDED AND RESTATED TECHNOLOGY LICENSE AGREEMENT

THIS AMENDED AND RESTATED TECHNOLOGY LICENSE AGREEMENT is made and entered into as of June 12, 2024, as an amendment and restatement by the Parties to such Technology License Agreement dated as of 23 February, 2022, as amended on such date (jointly, the “**License Agreement**”), between (i) Pluri Biotech Ltd. (formerly known as Pluristem Ltd.), a private limited company incorporated and registered under the laws of the State of Israel, Reg. No. 513371666, having its registered address at M.T.M – Scientific Industries Centre, building 5, Haifa 3508409, Israel (hereinafter referred to as the “**Licensor**”), and (ii) Ever After Foods Ltd. (formerly known as Plurinuva Ltd.), a company incorporated in Israel, Reg. No. 516502556 with a registered address at M.T.M – Scientific Industries Centre, building 5, Haifa 3508409, Israel (hereinafter referred to as the “**Licensee**”). The Licensor and the Licensee shall hereinafter referred to as the “**Parties**” and each as a “**Party**”.

WITNESSETH

WHEREAS, Licensor owns and possesses, inter alia, certain Licensor Background Technology (as defined herein), which it has made available to Licensee on the Effective Date in accordance with and subject to the provisions thereof as amended by this Agreement;

WHEREAS, effective as of the Effective Date, (i) Licensor has granted to the Licensee the License (as such term hereinafter defined), and (ii) the Licensee has granted to the Licensor the Pluri License (as hereinafter defined), all pursuant to the terms of the License Agreement as amended by this Agreement; and

WHEREAS, this Agreement is made as an amendment to the License Agreement and in replacement thereof, in connection with the 2024 SPA (as such term is defined below) and as a condition (which shall occur concurrently with) to the Initial Closing of the 2024 SPA (as such term is defined therein), and shall come into effect on the Amendment Effective Date;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein the Parties hereto agree as follows:

1. ADOPTION OF PREAMBLE AND DEFINITIONS

1.1. The preamble to this Agreement and all schedules attached hereto form an integral part of this Agreement.

1.2. For the purposes of this Agreement, each of the following terms shall have the meaning as defined next to it.

1.2.1. *[Reserved]*

1.2.2. “**Affiliate**” means with respect to any Person, any other Person Controlling, Controlled by, or under common Control with such Person, where “Control” means the holding, directly or indirectly, of more than 50% of the voting power in an entity, or of the right to appoint at least half of the directors or members of a similar body having a similar function in a corporation. For the purposes hereof, Licensee and Licensor (including Licensor’s other Affiliates, except for Licensee and its subsidiaries) shall not be deemed as Affiliates of each other.

1.2.3. “**Agreement**” shall mean this Amended and Restated Technology License Agreement, the preamble and all exhibits and schedules hereto, as may be amended from time to time, in accordance with its terms.

1.2.4. “**Amendment Effective Date**” shall mean the date of the Initial Closing under the 2024 SPA.

1.2.5. **“Business Day”** means any day that is not Friday, Saturday or other date on which banking institutions in Israel are authorized or required by applicable law to close.

1.2.6. **“Effective Date”** shall mean February 23, 2022.

1.2.7. **“Field of License”** shall mean the field of cultured meat of all types and kinds (including without limitation beef, poultry and lamb, and, commencing as of the Amendment Effective Date, also fish and seafood), including any and all components of such cultured meat, fish and seafood (such as, without limitation, muscle, fat and blood cells), whether as ingredients or as whole products.

1.2.8. **“IIA”** shall mean the Israeli Innovation Authority.

1.2.9. **“Improvement Period”** shall mean a period commencing as of the Effective Date and ending (i) upon the lapse of [**] from the Effective Date, or, (ii) at Licensor’s discretion, earlier upon the [**].

1.2.10. **“Intellectual Property”** or **“IP”** shall mean all patents, copyrights, whether or not registered; trade names, registered and unregistered trademarks, service marks, trade dress, domain name registrations and other source indicators; computer software, including databases; trade secrets, commercial secrets, inventions (whether or not patentable and whether or not reduced to practice), Know-How, methodologies, and other proprietary rights.

1.2.11. **“Know-How”** shall mean technical, technological or scientific information, experience or knowledge, biological, chemical, drawings, reports, data, techniques, instructions, computational knowhow, algorithms, software codes, production and manufacturing use knowhow and all other similar information, experience or knowledge in whatever form, that may derive independent economic value, actual or potential, from not being generally known.

1.2.12. **“License”** shall mean the license granted by Licensor to Licensee under Section 3 hereof.

1.2.13. **“Licensed Technology”** shall mean the (i) Licensor Background Technology, and (ii) all Licensor Improvements which will be conceived, developed, reduced to practice, or made during the Improvement Period.

1.2.14. **“Licensee Improvements”** shall mean all derivative works, inventions, developments, improvements, enhancements, or modifications, whether or not patentable, that are conceived, developed, reduced to practice, or made by Licensee or anyone on its behalf, to the Licensor Background Technology and/or the Licensor Improvements within the Field of License or in the scope of the License; all during the Improvement Period.

1.2.15. **“Licensee Party”** and **“Licensor Party”**, respectively, shall mean as defined in Section 6.1 below.

1.2.16. **“Licensed Products”** shall mean any product, material, raw-material, device or service, that the development, manufacture, provision or sale of which, uses, comprises of, contains or incorporates the Licensor Background Technology and/or Licensor Improvements, in each case, exclusively in the Field of License.

1.2.17. “**Licensor Background Technology**” shall mean the Licensor’s Technology related or relevant to the Field of License, all of which as it is on the Effective Date, including without limitation all relevant patents, is as set forth in **Schedule 1.2.17**, and any Technology related thereto, *provided however*, that the Licensor Background Technology specifically excludes and does not comprise of the Licensor Excluded Technologies, and that such Licensor Excluded Technologies are neither related nor relevant to the Field of License nor licensed to Licensee under the License.

1.2.18. “**Licensor Excluded Technologies**” shall mean: (i) any Technologies developed pursuant to the “Magnetron” program and (ii) any Technologies developed pursuant to the “Krisper Ma’agad” program, both of which are described in **Schedule 1.2.18**.

1.2.19. “**Licensor Field**” shall mean any field outside the Field of License.

1.2.20. “**Licensor Improvements**” shall mean all derivative works, inventions, developments, improvements, enhancements and modifications, whether or not patentable or registrable, that are conceived, developed, reduced to practice or made by Licensor or anyone on its behalf (including also any other licensees of Licensor (subject to the exclusivity of the License hereunder) to the extent this is allowed under the relevant license agreements between Licensor and such other licensees, and does not involve additional restraints or payment obligations on Licensor), to the Licensor Background Technology; all during the Improvement Period.

1.2.21. “**M&A Event**” of an entity shall mean the acquisition (excluding pursuant to raising of funds by such entity), directly or indirectly, in one or more related transactions, by any Person or group of such Persons acting in concert (who is or are not Affiliates of such entity), of (i) more than 50% of the then outstanding shares or voting rights of such entity, (ii) the power to cause the election or dismissal of a majority of the members of the Board of Directors of such entity, (iii) all or substantially all of the assets of such entity, (iv) an exclusive worldwide license to all or substantially all of the Intellectual Property of such entity, having a similar effect as a sale of such entity, or (v) with respect to Licensor, any transfer and assignment of the Licensor Background Technology as part of a merger or sale of all or substantially all of the assets of Licensor or of a specific unit or line of business of Licensor or any of its Affiliates which includes the Licensed Technology as in the relevant time (so long as such specific unit or line of business do not comprise only Licensor’s rights and obligations under this Agreement).

1.2.22. “**New Patents**” shall mean as defined in Section 9.6 below.

1.2.23. “**Patent Rights**” means all the rights and interests in and to issued patents and pending patent applications and all patent applications, design patents, utility models, hereafter filed, throughout the world, including any provisional or substitute applications, substitutions, continuations, continuations-in-part, divisions and renewals relating thereto, any letters patent granted thereon, and any patents-of-addition, reissues, reexaminations and extensions or restorations thereof by existing or future extension or restoration mechanisms, and any foreign counterpart of any of the foregoing.

1.2.24. “**Person**” means any individual or natural person, any legal entity with separate legal personality, partnership, joint venture, (joint stock) corporation, association, limited liability company, trust, unincorporated organizations, or any governmental entity (or any department, agency or political subdivision thereof).

1.2.25. “**Pluri License**” shall mean the license granted by Licensee to Licensor under Section 4 hereof.

1.2.26. [Reserved]

1.2.27. “**Technology**” shall mean proprietary Know-How and Intellectual Property, including without limitation, methods, techniques, production, algorithms, assembly and testing files, drawings, designs, prototypes, plans, diagrams, computer programs and their sources, source code, data, database, design assurance data and other tangible technical information, including any patents, Patent Rights or other intellectual property rights associated therewith, whether or not registered, registrable or patentable, copyrightable, or susceptible to any other form of legal protection.

1.2.28. “**2022 SPA**” shall mean that certain Share Purchase Agreement by and among Tnuva Food-Tech Incubator (2019), Limited Partnership (which shall be referred to in this Agreement, together with its Affiliates (as such term is defined in the SPA notwithstanding Section 1.2.2 above), as “**Tnuva**”), the Licensor and the Licensee, dated January 5, 2022.

1.2.29. “**2024 SPA**” shall mean that certain Share Purchase Agreement by and among the Licensee, Tnuva, Pluri, and the other Investors as defined thereunder, dated June 12, 2024.

2. **EFFECTIVE DATE**. This Agreement shall become effective on the Effective Date.

3. **GRANT OF LICENSE**

3.1. Subject to the terms and conditions set forth in this Agreement, commencing as of the Effective Date, Licensor granted to Licensee, an exclusive (even as to Licensor, but except for development works), worldwide, non-transferable (except to Licensee’s subsidiaries or in connection with an M&A Event of Licensee to the extent applicable and in any event subject to the provisions of Section 13 below), sub-licensable (to the extent specifically permitted under Section 6 below) royalty-free, perpetual and irrevocable license to use, make, develop and commercially exploit the Licensed Technology, limited to the Field of License, for the purpose of all stages of developing and exclusively manufacturing, harvesting, distributing, marketing and selling and offering for sale on all verticals within the Field of License, as well as to import, export and distribute any Licensed Products and services that include, utilize, are covered by or are based on such Licensed Technology, or make any other commercial use of, the Licensed Products, whether on a stand-alone basis or in combination with other products, raw-materials, production means and devices or services – all of the foregoing as now exist or that will exist at any time in the future (the “**License**”).

3.2. The License granted hereunder shall not be construed to confer any rights upon Licensee by implication, estoppel or otherwise not specifically set forth herein. Licensee (for itself and its Affiliates) acknowledges and agrees that, as between Licensee and Licensor, Licensor is and shall remain the sole owner of the Licensed Technology and reserves full rights to exploit and make use of the Licensed Technology for any purpose outside the Field of License, and that neither Licensee nor any of its Affiliates have or shall have any rights in or to the Licensed Technology, other than the rights specifically granted herein to Licensee.

3.3. No rights or licenses are granted to the Licensee, express or implied, to use in relation to the Licensee's products or otherwise as part of the conduct of the Licensee's business, the name "Pluri", "Pluristem" or any trademark or trade name owned or used by the Licensor and/or any of its Affiliates (excluding the Licensee), unless agreed in advance by the Licensor (including as to the form and manner of use) which agreement shall not be unreasonably withheld or delayed.

3.4. Upon written demand from Licensee, Licensor shall forthwith execute any documents reasonably necessary for filing, registering, and recording of, and perfecting and defending the License at any appropriate governmental offices or other competent authorities. Licensee shall reimburse Licensor's reasonable out of pocket expenses in doing so.

3.5. Notwithstanding anything herein to the contrary, the Parties acknowledge that the license to the Licensor Improvements may be subject to the approval of the IIA as provided under Section 7.2 below.

4. PLURI LICENSE

4.1. Subject to the terms and conditions set forth in this Agreement, commencing as of the Effective Date, Licensee granted Licensor, an exclusive, perpetual and irrevocable, worldwide, sublicensable (to the extent specifically permitted under Section 6 below), royalty-free, license to use, make, exploit, develop and commercially exploit the Licensee Improvements, and to offer for sale, sell, import, export and distribute any Licensor's products and services that include, utilize, are covered by or are based on such Licensee Improvements, in each case, in any manner as determined by Licensor at its sole and absolute discretion, solely outside the Field of License (the "**Pluri License**").

4.2. The Pluri License granted hereunder shall not be construed to confer any rights upon Licensor by implication, estoppel or otherwise, not specifically set forth herein. Licensor (for itself and its Affiliates) acknowledges and agrees that, as between the Parties, Licensee is and shall remain the sole owner of the Licensee Improvements and reserves full rights to exploit and make use of the Licensee Improvements for any purpose within the Field of License, and that neither Licensor nor any of its Affiliates have or shall have any rights in or to the Licensee Improvements other than the rights specifically granted herein to Licensor.

4.3. No rights or licenses are granted to the Licensor, express or implied, to use in relation to the Licensor's products or otherwise as part of the conduct of the Licensor's business, the name of the Licensee or any trademark or trade name owned or used by the Licensee and/or any of its Affiliates (excluding the Licensor), unless agreed in advance by the Licensee (including as to the form and manner of use) which agreement shall not be unreasonably withheld or delayed.

4.4. Upon written demand from Licensor and at Licensor's own cost, Licensee shall forthwith execute any documents reasonably necessary for filing, registering, and recording of, and perfecting and defending the Pluri License at any appropriate governmental offices or other competent authorities.

5. IMPROVEMENTS

5.1. As between the Parties, (i) Licensor shall own all of the Licensor Improvements, and any and all inventions, improvements, enhancements or modifications, conceived, reduced to practice, developed and/or made by it and/or for its own benefit after the Effective Date (including those based on the Licensee Improvements), and (ii) Licensee shall own all Licensee Improvements and any and all inventions, improvements, enhancements or modifications, conceived, reduced to practice, developed and/or made by it and/or for its own benefit after the Effective Date (including those based on the Licensed Technology), in or outside the Field of License, *provided*, for the avoidance of doubt, that the practice and/or exploitation by Licensee of any Licensee Improvements shall be limited to the Field of License or within the scope of the License and , *provided further*, for the avoidance of doubt, that the practice and/or exploitation by Licensor of any Licensee Improvements shall be solely outside the Field of License and outside the scope of the License.

5.2. Licensor undertakes to disclose and deliver to Licensee in a timely manner (as part of quarterly updates) any Licensor Improvements, and Licensee undertakes to disclose and deliver to Licensor in a timely manner any Licensee Improvements, with sufficient details and information (subject to and without derogating from the ownership provisions of Section 5.1 above and the confidentiality provisions of Section 15 below), so as to enable Licensee to utilize the Licensor Improvements under the License and the Licensor to utilize the Licensee Improvements under the Pluri License, as applicable.

6. SUBLICENSING

6.1. Each of the Parties (subject to the provisions of, and at such circumstances as set forth under Section 6.2 below) (for the purpose of this Section, the “**Licensee Party**”), may enter into sublicensing agreements consistent with the provisions of Section 6.2 and in compliance with the provisions of this Agreement, for the right of such Licensee Party hereunder in the Technology licensed to it by the other Party, whether pursuant to the License or the Pluri License, as applicable (the “**Licensor Party**”); provided that (i) such sublicense shall not in any manner increase the liability and/or obligations of the Licensor Party, and (ii) that the Licensee Party shall include provisions in any such sublicense agreement: (a) with regard to confidentiality consistent with the terms of Section 15 hereto; and (b) regarding the prohibition of any further sublicensing by the party receiving the sublicense, unless such sublicense is in accordance with the terms applicable to any sublicense granted by either Party hereunder.

6.2. Sublicensing Restrictive Covenants

6.2.1. Each of the Parties may enter into such sublicensing agreements as referred to in Section 6.1 and subject to such terms as contained therein with any third party; *provided however*, that each such sublicense agreement with respect to Technology licensed hereunder shall be in writing, consistent with the provisions of this Agreement, and shall include acknowledgement of the respective sub-licensee of the limited scope of the respective license hereunder to the Field of License or the Licensor Field, as applicable.

6.2.2. [**]

6.2.3. Any sublicense granted by Licensee in accordance with this Section 6 shall include Licensor as a third party beneficiary thereunder, and any sublicense granted by Licensor in accordance with this Section 6 shall include Licensee as a third party beneficiary thereunder.

7. IIA ROYALTY PAYMENTS

7.1. [Reserved]

7.2. IIA Royalty Payments.

7.2.1. The Parties obtained prior to the Effective Date the IIA's prior written approval in the form attached hereto as Schedule 7.2.1-A, and will obtain prior to the Amendment Effective Date an updated approval in connection with the execution and delivery of this Agreement by the form attached hereto as Schedule 7.2.1-B (the "**Updated IIA Approval**"), reflecting the agreement of the Parties that (i) the IIA shall treat each Party as a separate entity for the purpose of compliance with the Encouragement of Research, Development and Technological Innovation in the Industry Law, 5744-1984, as well as with the applicable rules and regulations of the IIA, including without limitation, payment of royalties to the IIA on sales and ramifications of any licensing and/or commercialization of the Licensed Technology owned by Licensor and licensed to Licensee hereunder (including without limitation, any Licensee Improvements based on such Licensed Technology), subject to such rules and regulations; and (ii) that the Licensee's obligation to pay royalties to the IIA shall be limited to income derived from products only based on the Licensed Technology.

7.2.2. If Licensor will seek in the future additional grants from the IIA (specifically excluding consortium requests) in connection with the Licensor Improvements, Licensor shall reasonably consider whether to apply for such grants under the IIA-approved program number 37245 (the "**Existing Program**") and if so applicable shall make its reasonable commercial efforts to have such additional grants approved under the Existing Program. If Licensor reasonably consider it is not favorable to seek for such additional grants related to Licensor Improvements pursuant to the Existing Program, or if despite the foregoing the IIA agrees to approve such additional grants only under a new program, the Licensor shall make its reasonable commercial efforts to obtain the IIA's approval to include the new Licensor Improvements under the License, including by filing with the IIA a substantially identical request as the IIA Filing, which will be made by Licensor in cooperation with and in full transparency to Licensee and *provided* that if the IIA shall deny such request due to the fact that the grants are not under the Existing Program, then the Licensor shall revoke the request for such grants, and may reapply under the Existing Program. The Licensor shall update the Licensee regarding all substantial matters relating to such IIA application and shall provide the Licensee with a copy of the IIA decision regarding such application promptly upon its receipt by the Licensor.

7.2.3. If Licensor will seek in the future additional grants from the IIA in connection with any new Technology that is not based on the Licensor Background Technology and/or Licensor Improvements, i.e. which will not be included in the License, Licensor shall apply for such grants under a new program (which is not the Existing Program) and shall make its reasonable commercial efforts to have such additional grants approved by the IIA under such new program. If despite the foregoing the IIA agrees to approve such additional grants only under the Existing Program, Licensor and Licensee shall discuss and agree in writing on terms whereby none of them is jeopardized or incurs losses as a result of such decision by the IIA.

8. [RESERVED]

9. PATENT PROTECTION AND NEW PATENT

9.1. As between the Parties, Licensor shall have the first right and option, at its expense, to prepare, file and maintain in its name patent applications for the Licensed Technology. Licensor shall consult with Licensee prior to abandoning any of the patents or patent applications made by Licensor on the Licensed Technology. If Licensor decides not to prepare, file, prosecute and/or maintain any of the patents and/or patent applications regarding the Licensed Technology, then, Licensor shall give Licensee reasonable prior notice (to clarify, also in the pre-publication period) to this effect (detailing the applicable dead-line and relevant jurisdiction) and thereafter Licensee may (but shall not have the obligation to), unless Licensor reasonably objects (and for the purposes hereof, reasonably objects shall include an objection made because of Licensor's decision to keep the applicable invention as a trade secret on the basis of reasonable grounds as shown to Licensee), upon written notice to Licensor and at Licensee's expense, prepare, file and maintain such Patent Rights in Licensor's name, whereupon any such Patent Rights shall be deemed licensed to Licensee pursuant to Section 3 hereto; provided that in such event Licensee shall be entitled to take all actions it deems necessary to enforce such Patent Rights (including by way of filing any suit in respect thereof, subject to the provisions of Section 10 below).

9.2. As between the Parties, Licensee shall have the first right and option, at its expense, to prepare, file and maintain in its name patent applications for the Licensee Improvements. Licensee shall consult with Licensor prior to abandoning any of the patents or patent applications on the Licensee Improvements. If Licensee decides not to prepare, file, prosecute and/or maintain any of the patents and/or patent applications regarding the Licensee Improvements, then Licensee shall give Licensor reasonable prior notice (to clarify, also in the pre-publication period) to this effect (detailing the applicable dead-line and relevant jurisdiction) and thereafter Licensor may (but shall not have the obligation to), unless Licensee reasonably objects (and for the purposes hereof, reasonably objects shall include an objection made because of Licensee's decision to keep the applicable invention as a trade secret on the basis of reasonable grounds as shown to Licensor), upon written notice to Licensee and at Licensor's expense, prepare, file and maintain such Patent Rights in Licensee's name, whereupon any such Patent Rights shall be deemed licensed to Licensor pursuant to Section 4 hereto; provided that in such event (i) Licensor shall be entitled to take all actions it deems necessary to enforce such Patent Rights (including by way of filing any suit in respect thereof, subject to the provisions of Section 10 below).

9.3. Once each Calendar Year during the Improvement Period, a Party may request a written summary from the other Party in regards to any filings of a New Patent(s) (as defined below), and the other Party shall provide the other with reasonable details of such filing(s) within 14 Business Days of it receiving such request.

9.4. Notwithstanding the foregoing, in no event will either Party be permitted to seek patent protection with respect to and/or which may require the disclosure of the other Party's Confidential Information absent such owner Party's prior written consent.

9.5. Each of the Parties agrees to cooperate with the other with respect to the preparation, filing, prosecution, maintenance and extension of the Patent Rights described in this Section 9, including the execution of all such documents and instruments (including a power of attorney), the provision of such information and the performance of such acts as may be reasonably necessary in order to permit the other Party to continue any preparation, filing, prosecution, maintenance or extension of any Patent Right described in this Section 9 that such Party has elected to pursue.

9.6. Any new patents or patent applications filed by either Party pursuant to the provisions of this Section 9, which is deemed as Licensor Improvement or Licensee Improvement, shall be referred to as "**New Patents**".

10. INFRINGEMENTS

10.1. Each of the Parties shall take commercially reasonable efforts to protect the licenses granted to the other Party hereunder from misappropriation, infringement and unauthorized use when, from its own knowledge or upon notice from the other Party, such Party becomes aware of the reasonable probability that such misappropriation, infringement or unauthorized use exists. Each of the Parties shall promptly notify the other Party if it becomes aware of infringement, misappropriation or unauthorized use of the licensed Intellectual Property hereunder or any part thereof. Nothing contained herein shall derogate from the rights of any Party to defend and protect such intellectual property rights and Technology owned by such Party.

10.2. In the event of any infringement, misappropriation or unauthorized use by a third party of any intellectual property rights in the Licensee Improvement (with respect to Licensee) or the Licensed Technology (with respect to Licensor) which was licensed to the other Party, then:

10.2.1. Where such infringement, misappropriation or unauthorized use is of the Licensed Technology, within the Field of License: (A) Licensor shall notify Licensee in writing as soon as reasonably practicable and in any case within ten (10) Business Days of learning of such matter; and (B) Licensee shall have the first right, but not the obligation, to file a claim against such misappropriation or infringement in the Field of License, provided that it has informed Licensor in writing within 30 days of Licensor's above notice, of its decision to enforce the applicable intellectual property rights. In case the infringement, misappropriation or unauthorized use is both within the Field of License and outside the Field of License and the Licensor wishes to file legal action for the enforcement of the Licensed Technology, Licensee shall have the right to join such proceeding as an additional plaintiff and file a statement of claim on its behalf, with respect to such part of the infringement, misappropriation or unauthorized use which is within the Field of License, at Licensee's cost and expense and otherwise in accordance with the provisions below applicable to filing of legal claims by Licensee below, which shall apply, *mutatis mutandis*. In case such authority to file an enforcement claim against an infringer is not granted to the Licensee under applicable laws or regulations, Licensor shall grant Licensee such authorizations required to conduct such proceedings, in every relevant jurisdiction in which the infringement in the Field of the License occurred. The expenses of such suit or suits that Licensee elects to bring, including any expenses incurred in conjunction with the prosecution of such suits or the settlement thereof, shall be paid for entirely by Licensee and Licensee shall hold Licensor free, clear and harmless from and against any and all costs of such litigation and any liabilities or losses arising therefrom, including reasonable attorneys' fees; and any and all proceeds derived from any such proceeding managed by Licensee shall be for the account of Licensee. Licensee shall not compromise or settle such litigation without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed, provided however, that Licensee shall be entitled to compromise or settle such litigation, without the prior written consent of the Licensor, if such compromise or settlement is monetary only, borne entirely by Licensee and does not in any way affect the Licensor's rights in the Licensed Technology (as Licensee shall notify Licensor in writing (providing sufficient detail of the proposed compromise or settlement) prior to such compromise or settlement). Notwithstanding any of the foregoing, if Licensee does not take action in the prosecution, prevention, or termination of any such misappropriation, and has not commenced negotiations with the Person performing the misappropriation for the discontinuance of the said misappropriation (subject to the right of Licensor to participate in such prosecution or negotiation with counsel at its own expense, provided that the control of such prosecution or negotiation is left with Licensee), within 30 (thirty) days after such time when Licensee became aware of the existence of such misappropriation, then Licensor shall have the right but not the obligation to file a claim against such misappropriation, and in that case this Section shall apply but any reference to Licensee shall be deemed to be a reference to Licensor and vice versa. In the event that Licensee shall notify Licensor that it wishes to sue for such infringement or misappropriation within the Field of License, Licensee shall, as part of such notification, advise Licensor of its choice of legal counsel to represent Licensee in such suit, who must be a reputable lawyer with experience in intellectual property litigation. Licensor may elect, at its own initiative, to join as a party to such suit and be named as a party to such suit (and Licensee will consent with regard to any jurisdiction where this is required in order for suit to be brought). Licensor may elect to be represented in such suit by Licensee's choice of legal counsel (subject to any limitations arising from a potential conflict of interests at the discretion of such counsel), or at any time during such suit, engage its own legal counsel therein.

10.2.2. where such infringement, misappropriation or unauthorized use is of the Licensee Improvements, outside the Field of License: (A) Licensee shall notify Licensor in writing as soon as reasonably practicable and in any case within ten (10) Business Days of learning of such matter: and (B) Licensor shall have the first right, but not the obligation, to file a claim against such misappropriation or infringement outside the Field of License, provided that it has informed Licensee in writing within 30 days of Licensee's above notice, of its decision to enforce the applicable intellectual property rights. In case the infringement, misappropriation or unauthorized use is both outside the Field of License and within the Field of License and the Licensee wishes to file legal action for the enforcement of the Licensee Improvements, Licensor shall have the right to join such proceeding as an additional plaintiff and file a statement of claim on its behalf, with respect to such part of the infringement, misappropriation or unauthorized use which is outside the Field of License at Licensor's cost and expense and otherwise in accordance with the provisions below applicable to filing of legal claims by Licensor below, which shall apply, *mutatis mutandis*. In case such authority to file an enforcement claim against an infringer is not granted to the Licensor under applicable laws or regulations, Licensee shall grant Licensor such authorizations required to conduct such proceedings, in every relevant jurisdiction in which the infringement outside the Field of the License occurred. The expenses of such suit or suits that Licensor elects to bring, including any expenses incurred in conjunction with the prosecution of such suits or the settlement thereof, shall be paid for entirely by Licensor and Licensor shall hold Licensee free, clear and harmless from and against any and all costs of such litigation and any liabilities or losses arising therefrom, including reasonable attorneys' fees; and any and all proceeds derived from any such proceeding managed by Licensor shall be for the account of Licensor. Licensor shall not compromise or settle such litigation without the prior written consent of Licensee, which consent shall not be unreasonably withheld or delayed, provided however, that Licensor shall be entitled to compromise or settle such litigation, without the prior written consent of the Licensee, if such compromise or settlement is monetary only, borne entirely by Licensor and does not in any way affect the Licensee's rights in the Licensee Improvements (as Licensor shall notify Licensee in writing (providing sufficient detail of the proposed compromise or settlement) prior to such compromise or settlement). Notwithstanding any of the foregoing, if Licensor does not take action in the prosecution, prevention, or termination of any such misappropriation, and has not commenced negotiations with the Person performing the misappropriation for the discontinuance of the said misappropriation (subject to the right of Licensee to participate in such prosecution or negotiation with counsel at its own expense, provided that the control of such prosecution or negotiation is left with Licensor), within 30 (thirty) days after such time when Licensor became aware of the existence of such misappropriation, then Licensee shall have the right but not the obligation to file a claim against such misappropriation, and in that case this Section shall apply but any reference to Licensor shall be deemed to be a reference to Licensee and vice versa. In the event that Licensor shall notify Licensee that it wishes to sue for such infringement or misappropriation outside the Field of License, Licensor shall, as part of such notification, advise Licensee of its choice of legal counsel to represent Licensor in such suit, who must be a reputable lawyer with experience in intellectual property litigation. Licensee may elect, at its own initiative, to join as a party to such suit and be named as a party to such suit (and Licensor will consent with regard to any jurisdiction where this is required in order for suit to be brought). Licensee may elect to be represented in such suit by Licensor's choice of legal counsel (subject to any limitations arising from a potential conflict of interests at the discretion of such counsel), or at any time during such suit, engage its own legal counsel therein.

10.3. Except as set forth under Section 10.2 above, and subject to the provisions thereof, each Party shall assume and pay all of its own out-of-pocket costs incurred in connection with any litigation or proceedings described in this Section 10, including the costs and expenses of that Party's counsel, and shall be entitled to any monetary payment ruled in its favor in such litigation or proceeding, unless otherwise expressly agreed upon between the relevant Parties.

10.4. In the event that either Licensor or Licensee takes action pursuant to this Section 10, the other Party shall cooperate with the Party so acting to the extent reasonably possible.

10A. NEW TECHNOLOGY

During a period of [**] from the Effective Date, and in any event, prior to M&A Event consummated by either Licensor or Licensee, Licensor hereby grants to Licensee a right of first negotiation with regard to any new Technology which is conceived, developed, reduced to practice or made by Licensor or anyone on its behalf which is not included in the License, and which Licensor, at Licensor's discretion, wishes to commercialize within the Field of License. Pursuant to such right, Licensor shall notify Licensee before entering into any discussions or negotiation with any third party in respect of the utilization, licensing or any other cooperation relating to such new Technology within the Field of License, and shall, to the extent that Licensee notified Licensor that it is interested to exploit such opportunity within [**] days, enter with Licensee into good-faith discussions and negotiation for the same for a period of not less than [**] days from the day of such notice by Licensor, unless Licensee shall notify Licensor at any time that it is not interested in such new Technology (the "**First Notice Right**"). For the avoidance of any doubt, the First Notice Right shall apply only once with respect to each such new Technology, so that if Licensee is not interested in entering discussions with Licensor, or in the event that the parties shall fail to enter an agreement during the foregoing [**]-day period, Licensor shall be free to enter into any transaction with any third party in connection with such Technology from this point onwards.

11. PARTIES' REPRESENTATIONS AND UNDERTAKINGS

11.1. **Licensor's Representations.** Licensor hereby represents and warrants to Licensee, effective as of the Effective Date (unless specifically stated otherwise herein, and except that the following representations, to the extent related to the amendments made to the License Agreement by this Agreement shall be true and correct as of the date of this Agreement), as follows:

11.1.1. Licensor has all requisite corporate power and authority to execute and deliver this Agreement and each other instrument and agreement to be executed and delivered by it hereunder, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Such execution and delivery by Licensor has been duly and validly authorized and approved by all required action of Licensor. This Agreement and each such other instrument and agreement has been duly and validly executed and delivered by Licensor and constitutes the legal, valid and binding obligation of Licensor, enforceable against Licensor in accordance with its terms.

11.1.2. The execution and delivery by Licensor of this Agreement and performance by Licensor of its obligations hereunder, do not and will not, with or without the giving of notice or the lapse of time or both (i) violate, conflict with or result in a breach of or default by Licensor under any provision of its organizational documents or of any agreement or undertaking to which Licensor is a party or by which it or any of the Licensed Technology is bound, (ii) contravene with any law or judgment applicable to Licensor or any Licensed Technology.

11.1.3. Licensor has, and will have during the term of this Agreement, the right to license the Licensed Technology hereunder, in accordance with and subject to the terms hereof, subject only to additional approvals from the IIA to the extent required in connection with Licensor Improvements, as specified under Section 7.2 above.

11.1.4. No Person has to the knowledge of Licensor, raised any claims referred to Licensor alleging that the Licensed Technology has infringed upon any intellectual property rights of any other Person. At no time in the course of the conception of or reduction to practice of any of the Licensed Technology, was Licensor operating under any grants from any governmental entity or agency or private source, or subject to restrictions under the rules or regulations of any governmental institution, hospital or university or similar government-funded institution, or subject to any agreement, that could adversely affect or limit Licensor's right to license such intellectual property to Licensee hereunder, except for the grants provided by the IIA.

11.1.5. There are no patent infringement suits or asserted patent infringement claims against Licensor pertaining to the Licensed Technology pending, or to Licensor's knowledge threatened in writing, against Licensor on the date of this Agreement.

11.2. Licensee's Representations. Licensee hereby represents and warrants to Licensor, effective as of the Effective Date (unless specifically stated otherwise herein, and except that the following representations, to the extent related to the amendments made to the License Agreement by this Agreement shall be true and correct as of the date of this Agreement), as follows:

11.2.1. Licensee has all requisite corporate power and authority to execute and deliver this Agreement and each other instrument and agreement to be executed and delivered by it hereunder, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Such execution and delivery by Licensee has been duly and validly authorized and approved by all required action of Licensee. This Agreement and each such other instrument and agreement has been duly and validly executed and delivered by Licensee and constitutes the legal, valid and binding obligation of Licensee, enforceable against Licensee in accordance with its terms.

11.2.2. The execution and delivery by Licensee of this Agreement and each of the other instrument and agreement to be executed and delivered by it hereunder, and performance by Licensee of its obligations hereunder and thereunder, do not and will not, with or without the giving of notice or the lapse of time or both (i) violate, conflict with or result in a breach of or default by Licensee under any provision of its organizational documents or of any agreement of undertaking to which Licensee is a party, (ii) to the knowledge of Licensee, contravene any law or judgment applicable to Licensee.

11.2.3. The Licensee has and will have during the term of this Agreement, the right to license the Licensee Improvements in accordance with and subject to the terms hereof, subject only to approvals from the IIA in connection with Licensee Improvements, to the extent Licensee shall seek in the future grants from the IIA in connection therewith (in which event the provisions of Section 7.2.2 shall apply, *mutatis mutandis*).

12. DISCLAIMERS

12.1. Warranty Disclaimer. Nothing in this Agreement is or shall be construed as:

12.1.1. An obligation to bring or prosecute actions or suits against third parties for infringement; or

12.1.2. A grant by implication, estoppel, or otherwise of any licenses under patent applications or patents other than as specifically provided herein.

12.2. No Warranty.

12.2.1. NEITHER LICENSEE NOR LICENSOR MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND, EXCEPT AS EXPLICITLY SET FORTH UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF PATENTS, ISSUED OR PENDING.

12.2.2. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE LICENSED TECHNOLOGY OR LICENSEE IMPROVEMENTS (AS APPLICABLE) ARE PROVIDED "AS-IS".

12.3. Disclaimer of Liability. In no event, except as specifically set forth hereunder, will any of the Parties be liable hereunder for incidental, special or consequential damages.

13. NO ASSIGNMENT

Neither Party may assign this Agreement or any of its rights or obligations hereunder, except with the prior written consent of the other Party; *provided*, that either Party may assign the Agreement in the framework of a M&A Event of such Party, or to any of its Affiliates, without consent, after providing a written notice to the other Party; provided that the assignee undertakes in writing to abide by the provisions hereof and to assume the obligations and liability of the assigning Party hereunder, and provided, further, that in the event of such assignment to Affiliates, the assigning Party shall remain liable to the other Party for the compliance by such Affiliates with their liabilities and obligations under such assignment.

14. INDEMNIFICATION

14.1. Each Party shall promptly indemnify the other Party against any direct (specifically excluding punitive, consequential or speculative) losses, damages, costs and expenses incurred by such other Party ("**Losses**") as a result of (i) any representation of such Party proven as untrue or incorrect, (ii) the breach of any of such Party's undertakings hereunder, provided that:

14.1.1. except in the case of fraud or willful misrepresentation, Licensor's monetary liability to Licensee in connection with the breach of any of the representations and warranties set forth under Section 11.1 hereof shall not exceed in the aggregate the [**]. In addition, in no event shall Licensor be required to indemnify for the same Losses more than once (including without limitation, hereunder and pursuant to the provisions of the 2022 SPA if indemnity claims under both agreements are based on the same cause of action);

14.1.2. with respect to Losses resulting from a breach of Licensor's representations and warranties under Section 11.1.3, and except in the case of (i) a breach of Licensor's representations and warranties under Section 11.1.3 but only with regard to Licensor Improvements (for which the time limitation under this Section 14.1.2 for each Licensor Improvement shall be [**] from the time such Licensor Improvement is made known to Licensee hereunder), or (ii) fraud or willful misrepresentation (which, to clarify, shall not be time-limited hereunder), Licensor shall be required to indemnify the Licensee only for claims made and notified by the Licensee to Licensor in writing during the period commencing on the Effective Date and ending on the [**] anniversary of the Effective Date; and

14.1.3. except in the case of fraud or willful misrepresentation, Licensee's monetary liability to Licensor in connection with the breach of any of the representations and warranties set forth under Section 11.2 hereof shall not exceed in the aggregate the amount of \$[**].

14.2. If any third party claim, suit, action or other proceeding to which the indemnity set forth above may be applied, is brought against a Party, it shall give the indemnifying Party prompt notice of the same, and the Parties shall coordinate and cooperate in the defense of such claim, suit, action or other proceeding; provided that the indemnifying Party shall bear all costs and expenses of the defense of such claim. If either Party seeks such indemnity from the other Party, then neither Party shall adjust, settle or compromise any claim, suit, action or other proceeding brought against it to which the indemnity set forth herein applies without the prior written consent of the indemnifying Party which consent shall not be unreasonably withheld; provided, however, that the indemnifying Party shall be entitled to adjust, settle or compromise any such claim, suit, action or other proceeding, or admit to any fact, without the prior written consent of the indemnified Party, if such adjustment, settlement or compromise is monetary only and in an amount which is fully covered by the indemnifying Party under Section 14.1 above, as the case may be. In no event shall any Party settle any claim against the other Party without such Party's prior written consent (which consent shall not be unreasonably withheld), if such settlement would adversely alter, impair or reduce the scope of such Party's rights in respect of the Technologies licensed to it or by it hereunder, would otherwise affect such Party's exercise of its rights under this Agreement, would require such Party to pay any compensation, impose any liability on such Party or assume any obligations, or would otherwise adversely affect (including the scope of) its intellectual property rights.

15. CONFIDENTIAL INFORMATION

15.1. Subject to the exclusions set forth in Section 15.2 below, all information, including scientific, commercial and technical information, communicated by either Party (for the purposes this Section the “**Disclosing Party**”) to the other Party (for the purposes this Section the “**Receiving Party**”), including, without limitation, as applicable, information contained in patent applications or relating to any Licensed Technology, Licensee Improvements or any New Patents, whether such information is delivered in written form or orally conveyed, whether marked as confidential or not so marked (the “**Confidential Information**”), shall be received in strict confidence by the Receiving Party, handled at such standard of protection which is not lesser than the standard used by the Receiving Party with respect to its own confidential information (but in any event no less than reasonable degree of care), used only for the purposes of, or as permitted under, this Agreement, and not disclosed by the Receiving Party or its sublicensees or their respective agents or employees without the prior written consent of the Disclosing Party. For the foregoing purpose, each Party hereby agrees, as applicable, to keep the Licensed Technology, Licensee Improvements or any New Patents, which are the Confidential Information of the other Party, confidential, and to take all reasonably necessary steps to ensure that their Affiliates, officers and employees keep such information confidential.

15.2. The provisions of Section 15.1 shall not apply to any information which: (i) is public knowledge at the date of the Agreement or thereafter becomes public knowledge through no fault of the Receiving Party, (ii) is lawfully received by the Receiving Party from a third party who either has the right to disclose it, or is under no obligation of confidentiality to the Disclosing Party, (iii) is disclosed as required under any applicable law or pursuant to the requirements of any governmental authority or stock market regulations applicable to such Party or any of its Affiliates; *provided, however*, that, if possible, the Receiving Party shall provide prompt prior written notice thereof to Disclosing Party to enable it to seek a protective order or otherwise prevent or contest such disclosure and reasonably cooperate with the Disclosing Party in attempting to limit or prevent such required disclosure, or (iv) is independently developed by the Receiving Party without breach of this Agreement and without use of the other Party’s Confidential Information (unless such use is made in accordance and in compliance with the licenses granted hereunder). The Confidential Information may be disclosed by the Receiving Party in connection with a potential financing, acquisition or joint venture or collaboration of such Receiving Party or any of its Affiliates (regardless of the structure of such transaction) or the sale of such Receiving Party’s equity securities or assets, or a sublicense agreement entered into in compliance with the provisions hereof, in each case on a need-to-know-basis and provided such persons being disclosed of such information execute written non-disclosure undertakings in customary form.

15.3. The burden of proof that any disclosure falls within any of the aforesaid exclusions shall be on the Receiving Party. Where a doubt exists, as to whether any of the aforesaid exclusions apply, the Receiving Party shall give the Disclosing Party a written notice, and, if a dispute arises, then the Receiving Party shall keep such information confidential until the dispute is settled or resolved in an appropriate court of law, subject to any temporary relief which the Receiving Party shall be entitled to apply for to such court.

16. PERPETUAL LICENSE

Notwithstanding any breach of this Agreement by Licensee and without limiting either Party's right to any other remedy (including action for enforcement, damages subject to the limitations set forth hereunder, or other), the License will not be terminable by Licensor for any reason, and the Pluri License will not be terminable by Licensee for any reason.

17. MISCELLANEOUS

17.1. This Agreement shall come into effect on the Amendment Effective Date, as an amendment to the terms and provisions of the License Agreement, and in replacement thereof.

17.2. This Agreement is made in accordance with and shall be governed and construed in accordance with the laws of the State of Israel, without regard to conflicts of laws rules. The Parties hereby irrevocably submit to the exclusive jurisdiction of any competent court within the district of Tel Aviv in respect of any dispute arising out of or in connection with this Agreement.

17.3. Any notice required or permitted hereunder shall be in writing and shall be sent by registered mail, courier or confirmed email, to the addresses set forth below, or to such address as may be given by any Party from time to time by written notice to the other Parties. Any notice sent in accordance herewith shall be effective (i) if mailed, three (3) Business Days after mailing in Israel, or five (5) Business Days if mailed outside Israel, (ii) if sent by courier, on the first Business Day following delivery, and (iii) if sent via email, on the first Business Day following transmission.

To Licensor: Pluri Ltd.
 Attn. Yaky Yanay
 Email: [**]
 Attn. Chen Franco-Yehuda
 Email: [**]
 Attn. Ravit Birnbaum-David
 Email: [**]

To Licensee: Ever After Foods Ltd.
 Attn. Eyal Rozental
 Email: [**]

17.4. The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

17.5. The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right to excuse a similar subsequent failure to perform any such term or condition by the other Party.

17.6. The headings used in this Agreement are for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

17.7. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed by the Parties.

17.8. In making and performing this Agreement, the Parties shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between the Parties. At no time shall one Party make commitments or incur any charges or expenses for or in the name of the other Party except as specifically provided herein.

17.9. The Parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the Parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the Parties hereto.

17.10. This Agreement shall inure solely for the benefit of the Parties and their respective successors and assigns, and no other party shall have any rights under or pursuant to this Agreement.

17.11. Each of Licensee (with respect to the License) and Licensor (with respect to the Pluri License) shall have the right, at its own cost, to record the License or Pluri License granted to it hereunder, as applicable, in the relevant registries (including without limitation, patent registries) anywhere in the world. The Licensor (with respect to the License) and Licensee (with respect to the Pluri License) shall promptly provide reasonable assistance, at the Licensee's cost (with respect to the License) or Licensor's cost (with respect to the Pluri License), to enable the Licensee or Licensor, as applicable, to record the License in accordance with this Section 17.10.

17.12. At its own expense, each Party shall, and shall use all reasonable endeavours to procure that such Party shall promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

[Signature Page Next]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals and duly executed this Agreement the day and year set forth below.

PLURI BIOTECH LTD.

By: /s/ Yaky Yanay
Name: Yaky Yanay
Title: Chief Executive Officer

By: /s/ Chen Franco-Yehuda
Name: Chen Franco-Yehuda
Title: Chief Financial Officer

EVER AFTER FOODS LTD.

By: /s/ Eyal Rosenthal
Name: Eyal Rosenthal
Title: Chief Executive Officer