UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 20-F

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

OR

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

For the fiscal year ended December 31, 2025

OR

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

OR

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

Commission file number 001-36187

EVOGENE LTD.

(Exact name of Registrant as specified in its charter)

N/A

(Translation of Registrant's name into English)

Israel

(Jurisdiction of incorporation or organization)

13 Gad Feinstein Street, Park Rehovot, Rehovot 7638517, Israel

(Address of principal executive offices)

Ofer Haviv
President and Chief Executive Officer
Telephone: +972-8-931-1900
Facsimile: +972-8-946-6724
Email: legal@evogene.com
13 Gad Feinstein Street, Park Rehovot, Rehovot
7638517, Israel

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

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

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Ordinary shares, par value NIS 0.2 per share	**EVGN**	**Nasdaq Capital Market**

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

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

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report: **As of December 31, 2025, the registrant had outstanding 8,718,193 ordinary shares, par value NIS 0.2 per share.**

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

Yes ☐ No ☒

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

Yes ☐ No ☒

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

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§229.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

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

Large accelerated filer ☐	Accelerated filer ☐
Non-accelerated filer ☒	Emerging Growth Company ☐

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

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

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

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

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

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

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

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

Item 17 ☐ Item 18 ☐

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

Yes ☐ No ☒

EVOGENE LTD.

FORM 20-F
ANNUAL REPORT FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

TABLE OF CONTENTS

CERTAIN TERMS AND CONVENTIONS

In this Annual Report, unless otherwise specifically stated or the context otherwise requires:

- references to "Evogene," "we," "us," "our," "our company" and "the company" refer to Evogene Ltd. and its consolidated subsidiaries, consisting of AgPlenus Ltd., or AgPlenus, Biomica Ltd., or Biomica, Casterra Ag Ltd., or Casterra, Lavie Bio Ltd., or Lavie Bio, and their consolidated subsidiaries;
- references to "U.S. dollars," "USD," "$" or "dollars" are to United States dollars;
- references to "NIS" or "shekels" are to New Israeli Shekels;
- references to the "U.S." are to the United States;
- references to "ordinary shares," "our shares" and similar expressions refer to our Ordinary Shares, par value NIS 0.2 per share;
- references to the "articles of association" are to our Amended and Restated Articles of Association, as amended;
- references to the "Companies Law" are to the Israeli Companies Law, 5759-1999, as amended;
- references to the "Securities Act" are to the Securities Act of 1933, as amended;
- references to the "Exchange Act" are to the Securities Exchange Act of 1934, as amended;
- references to the "Nasdaq" are to the Nasdaq Stock Market LLC or the Nasdaq Capital Market;
- references to the "TASE" are to the Tel Aviv Stock Exchange; and
- references to the "SEC" are to the United States Securities and Exchange Commission.

On July 24, 2024, we effected a reverse share split of our issued and outstanding ordinary shares, at a ratio of 1-for-10, or the Reverse Split, such that each ten (10) ordinary shares, par value NIS 0.02 per share, were consolidated into one (1) ordinary share, par value NIS 0.2 per share. Unless the context expressly indicates otherwise, all references to share and per share amounts referred to in this Annual Report on Form 20-F reflect the amounts after giving effect to the Reverse Split.

Unless derived from our financial statements or otherwise noted, amounts presented in this Annual Report are translated at the rate of NIS 3.19 = USD 1.00, the exchange rate between the NIS and the U.S. dollar reported by the Bank of Israel as of December 31, 2025.

This Annual Report includes other statistical, market and industry data and forecasts which we obtained from publicly available information and independent industry publications and reports that we believe to be reliable sources. Some data is also based on our good faith estimates, which are derived from management's knowledge of the industry and independent sources. These publicly available industry publications and reports generally state that they obtain their information from sources that they believe to be reliable, but they do not guarantee the accuracy or completeness of the information. Although we believe that these sources are reliable and are not aware of any misstatements regarding the industry data presented in this Annual Report, we have not independently verified the information contained in such publications. Certain estimates and forecasts involve uncertainties and risks and are subject to change based on various factors, including those discussed under the headings "—Special Note Regarding Forward-Looking Statements" and "Item 3. Risk Factors—D. Risk Factors" in this Annual Report. For the avoidance of doubt, no material on our website forms any part of this Annual Report. References in this Annual Report to documents on our website or any other website are included as an aid to the location of such documents and such documents are not incorporated by reference herein.

Throughout this Annual Report, we refer to various trademarks, service marks and trade names that we use in our business. The "Evogene" design logo, "Evogene" and other trademarks or service marks of Evogene Ltd. and its subsidiaries appearing in this Annual Report are the property of Evogene Ltd. or of its subsidiaries, as applicable. We have several other registered trademarks, service marks and pending applications relating to our computational technologies. Other trademarks and service marks appearing in this Annual Report are the property of their respective holders. Solely for convenience, the trademarks and trade names in this Annual Report are referred to without the ® and ™ symbols, but such references should not be construed as any indicator that their respective owners will not assert, to the fullest extent under applicable law, their rights thereto. We do not intend the use or display of other companies' trademarks and trade names to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

In addition to historical facts, this Annual Report contains forward-looking statements within the meaning of Section 27A of the Securities Act, Section 21E of the Exchange Act, and the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995. We have based these forward-looking statements on our current expectations and projections about future events. Forward-looking statements include information concerning our possible or assumed future results of our business, financial condition, results of operations, liquidity, anticipated growth strategies, anticipated trends in our industry, market size, our potential growth opportunities, plans and objectives. Forward-looking statements include all statements that are not historical facts and can be identified by terms such as "anticipates," "believes," "could," "seeks," "estimates," "expects," "intends," "may," "plans," "potential," "predicts," "projects," "should," "will," "would" or similar expressions that convey uncertainty of future events or outcomes and the negatives of those terms.

These forward-looking statements may include, but are not limited to, statements relating to our objectives, plans and strategies, statements that contain projections of results of operations or of financial condition and all statements (other than statements of historical facts) that address activities, events or developments that we expect, project, believe, anticipate, intend or project will or may occur in the future. The statements that we make regarding the following matters are forward-looking by their nature:

- our expectations regarding our revenue, expenses and other operating results;
- whether we or our subsidiaries are able to raise capital on commercially reasonable terms to sustain the financial condition of each respective entity;
- the extent to which we continue to maintain our holdings in our subsidiary companies;
- the extent to which our discoveries and product candidates will have the desired effect so as to reach the stage of commercialization;
- whether we are able to achieve commercialization of our product candidates;
- whether we and our collaborators are able to allocate the resources needed to develop commercial products from our discoveries and product candidates;
- the length and degree of complexity of the process of our developing commercial products based on our discoveries and product candidates and the probability of our success, and the success of our collaborators, in developing such products;
- whether we are able to efficiently produce and scale up the production of our products, whether ourselves or through third party contractors, to achieve our commercialization targets;
- the degree of success of third parties whom we rely on to conduct certain activities, such as field-trials and pre-clinical studies;
- whether we can mitigate risks associated with disruptions to our information technology and systems, including cybersecurity threats and reliance on cloud computing services;
- whether we can maintain and expand our collaboration agreements in a consolidating industry with limited major players;
- whether we and our subsidiaries are able to comply with applicable law and the associated regulatory requirements that currently apply or become applicable to each respective business;

- the extent of the future growth of the agriculture, human health and industrial application industries in which we operate;
- whether we can maintain our current business models;
- the actual commercial value of our key product candidates;
- whether we or our collaborators receive regulatory approvals for the product candidates developed by us or our collaborators;
- whether milestones are met by us or by our collaborators with respect to our product candidates that generate revenues and whether products containing or based on our discoveries are commercialized and generate revenues or royalties;
- whether we are able to recruit, retain and develop knowledgeable or specialized personnel to perform our research and development work;
- the degree of our success at adapting to the continuous technological changes in our industries;
- whether we can maintain our collaboration agreements with our current collaborators or enter into new collaboration agreements and expand our research and development to new fields;
- whether we can improve our existing, or develop and launch new, computational technologies and screening and validation systems;
- whether we can patent our discoveries and protect our trade secrets and proprietary know-how;
- whether we can mitigate risks associated with potential product liability, environmental hazards, and regulatory compliance in handling toxic materials; and
- conditions in Israel, including Israel's conflicts with Hamas and Iran and other parties in the region, as well as political and economic instability.

The preceding list is not intended to be an exhaustive list of all of our forward-looking statements. The forward-looking statements are based on our beliefs, assumptions and expectations of future performance, taking into account the information currently available to us. These statements are only predictions based upon our current expectations and projections about future events. There are important factors that could cause our actual results, levels of activity, performance or achievements to differ materially from the results, levels of activity, performance or achievements expressed or implied by the forward-looking statements. In particular, you should consider the risks described in "Item 3.D. Risk Factors" and the additional information contained in "Item 4. Information on the Company" and "Item 5. Operating and Financial Review and Prospects."

The forward-looking statements made in this Annual Report relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Annual Report to reflect events or circumstances after the date of this Annual Report or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments.

SUMMARY RISK FACTORS

The risk factors described below are a summary of the principal risk factors associated with an investment in us. These disclosures reflect our beliefs and opinions as to factors that could materially and adversely affect us and our securities in the future. References to past events are provided by way of example only and are not intended to be a complete listing or a representation as to whether or not such factors have occurred in the past or their likelihood of occurring in the future. These are not the only risks we face. You should carefully consider these risk factors, together with the risk factors set forth in Item 3.D of this Annual Report and the other reports and documents filed by us with the SEC.

- We have a history of operating losses and negative cash flow, and may never achieve or maintain profitability. Our management has identified conditions that raise substantial doubt about our ability to continue as a going concern for a period of one year from the date of this Annual Report. We may continue to incur operating losses and/or implement cost-cutting measures in the future. Various factors may delay, hinder, or prevent achievement of research and development, or R&D, milestones and commercialization of our product candidates. Moreover, we may experience difficulties in collecting royalties or never receive them, potentially resulting in costly litigation and loss of reputation.

- We may need substantial additional capital in the future which may dilute our shareholders. Additionally, subsidiary financings have diluted, and may continue to dilute, our equity holdings in our subsidiary companies, which will likely negatively impact and/or decrease our results of operations, including revenues, and the benefits of the value that may be created in such subsidiary companies. Additionally, we may need to finance the cost of the development of our independent product candidates ourselves.

- Our recent strategic streamlining and reduction of active subsidiaries increases our operational concentration risk and reduces diversification, which may amplify the impact of setbacks in our remaining core activities.

- Our discoveries and product candidates may not result in commercially viable products. In addition, our product development cycle is lengthy and uncertain and various factors may delay or prevent commercialization of our product candidates. We may never sell or earn royalties on the sale of commercial products based on our discoveries.

- If we are unable to maintain our ChemPass AI technological engine, our and our subsidiaries' research and development activities may be substantially reduced.

- Failure to efficiently produce and scale our products, whether in-house or through contractors, could hinder our commercialization goals. Furthermore, we or our collaborators may fail to meet obligations under the collaboration agreements.

- We depend on a few collaborators to develop and commercialize product candidates. For example, our subsidiary, Biomica's future prospects with respect to BMC 128 are substantially dependent on a third-party licensee for further development and commercialization. A reduction in research spending by key companies in our target markets could threaten our collaborations, affecting their continuation or expansion and hindering our ability to form new collaborations.

- We are operating in multiple industries, each of which consists of multiple companies with much greater resources than us. If we are unable to compete effectively, our financial resources will be diluted and our financial results will suffer.

- Our efforts to develop and commercialize any of our products, including AI-driven small molecule therapeutics developed through our ChemPass AI platform, may be unsuccessful.

- We may fail to attract, recruit, retain and develop qualified employees, which could materially and adversely impact our business, financial condition and results of operations.

- Our business is regulated by government agencies. Failure to obtain necessary approvals could halt our operations. Changes in laws and regulations may raise costs, reduce revenues, and disrupt operations. Dual reporting requirements in Israel and the U.S. may increase compliance costs and distract management.

- Disruption to our information technology and systems, including our increased dependency on cloud-based infrastructure and third-party cloud providers, including risks associated with cloud computing, ransomware attacks, and evolving cybersecurity threats, could adversely affect our reputation and future demand for our products or collaborative relationships.

- We currently need, and in the future we may need, to obtain licenses for third-party technology that may not be available to us or are available only on commercially unreasonable terms.

- Our licenses granted to our collaborators may limit our opportunities to enter into additional licensing or other arrangements.
- We might face significant liabilities from product liability, warrant liability or personal injury claims and litigation. Our operations involve health and environmental hazards due to handling toxic materials.
- Ending leases, altering terms, or being locked into long-term leases may threaten our operations and significantly impact our financial status or performance.
- Our contracts with foreign businesses and our operations in South America expose us to additional market and operational risks.
- Growing cycles and adverse weather conditions may decrease our results from operations.
- Our success depends on our ability to protect our intellectual property and our proprietary technologies. Any change to the patent laws in applicable jurisdictions may impair our ability to protect our product candidates.
- If we or one of our collaborators are sued for infringing the intellectual property rights of a third party, such litigation could be costly and time consuming and could prevent us or our collaborators from developing or commercializing our product candidates.
- We may be required to pay royalties to employees who develop inventions that have been or will be commercialized by us.
- Our agreements with our employees and with third parties may not adequately prevent disclosure of trade secrets, know-how and other proprietary information. In addition, we may not be able to fully enforce covenants not to compete with our key employees.
- Conditions in Israel, including recent unrest and actual or potential armed conflict and regional instability, as well as global catastrophic events, pandemics or other widespread health emergencies, could adversely impact our business and operations.
- U.S. shareholders owning at least 10% of our ordinary shares may face adverse federal income tax consequences. We were a passive foreign investment company, or PFIC, for U.S. tax purposes in 2025, and there is a risk of being classified as a PFIC in 2026, potentially leading to adverse tax consequences for U.S. shareholders.
- Exchange rate fluctuations between the U.S. dollar and the NIS may negatively affect our financial results and interest rate fluctuations may negatively affect our financial results, financial condition, or investments.
- The terms of our Israeli government grants may require us to satisfy specified conditions in order to manufacture products and transfer technologies supported by such grants outside of Israel.
- Your rights and responsibilities as a shareholder are under Israeli law, potentially differing from those of U.S. corporations. Israeli law might hinder or discourage acquisitions of our shares or assets.
- The price of our ordinary shares may fluctuate significantly. Further, there is no guarantee of a continuing public market to resell our ordinary shares. In addition, our ordinary shares are traded on more than one market and this may result in price variations.
- The requirements of being a public company in the U.S. and Israel may strain our resources and distract our management, which could make it difficult to manage our business.
- Any inability to meet the Nasdaq listing requirements may have an adverse effect on our share price and lead to our delisting from Nasdaq.
- If we fail to maintain effective internal control over financial reporting, the price of our ordinary shares may be adversely affected.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

A. [Reserved]

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Our business faces significant risks. You should carefully consider all of the information set forth in this Annual Report and in our other filings with the SEC, including the following risk factors which we face and which are faced by the industries in which we operate. Our business, financial condition or results of operations could be materially adversely affected by any of these risks. These disclosures reflect the Company's beliefs and opinions as to factors that could materially and adversely affect the Company and its securities in the future. References to past events are provided by way of example only and are not intended to be a complete listing or a representation as to whether or not such factors have occurred in the past or their likelihood of occurring in the future. This report also contains forward-looking statements that involve risks and uncertainties. Our results could materially differ from those anticipated in those forward-looking statements, as a result of certain factors, including the risks described below and elsewhere in this report and our other SEC filings. See "Special Note Regarding Forward-Looking Statements" on page 5.

Risks Related to Our Business and Industry

We have a history of operating losses and negative cash flow, and we may never achieve or maintain profitability.

We have a history of losses, and incurred operating losses from continuing operations of approximately $14.0 million, $18.8 million and $22.2 million for the years ended December 31, 2025, 2024 and 2023, respectively. There is no assurance that our efforts in developing our product candidates will result in commercially successful products. We expect to continue to incur losses in future periods, until we begin earning significant revenues or royalties on our products, the product candidates we are currently developing or any new product candidates we develop in the future, if at all. Because we will incur significant costs and expenses for these efforts before we obtain any incremental revenues from them, our losses in future periods could be significant. In addition, we may find that these efforts are more expensive than we anticipate or that they do not result in profitability in the time period we anticipate, which would further increase our losses. For example, if we are unable to adequately control the costs associated with operating our business, including our costs of development and sales, we may deplete our cash resources and may be unable to continue to finance our business from our existing cash resources, and, our business, financial condition, operating results and prospects will suffer. For more information concerning our cash resources, please see "Liquidity and Capital Resources" in Item 5.B below.

Our management identified there were conditions that raised substantial doubt about our ability to continue as a going concern for a period of one-year from the date this Annual Report. We have prepared a plan to improve our available cash balances, liquidity and cash flows generated from operations. We have identified several potential actions, including cost preservation measures that would be initiated in a timely manner to address our liquidity needs over the twelve-month period from the date of this Annual Report. For more information concerning management's plan, please see "Liquidity and Capital Resources" and "Critical Accounting Estimates" in Items 5.B and 5.E, respectively, below.

Additionally, due to market conditions over the course of 2025, and as part of an overall review of our organizational structure and its associated costs and expenses, we have implemented certain cost-cutting measures, including a structural change and a significant reduction in work force during the year ended December 31, 2025, and may implement additional cost-cutting measures in the future. During 2025, we streamlined activities outside our focus areas. We completed the disposition of Lavie Bio's assets to ICL (as defined below), where we sold the majority of Lavie Bio's activity. Accordingly, no further activity is expected at Lavie Bio. In addition, we scaled down Biomica's operations by reducing staff and management overhead. Biomica has licensed the BMC128 to Lishan (as defined below) and is now focused on completing its clinical trial for BMC128, its immuno-oncology program by mid 2026. Accordingly, no further activity is expected at Biomica following the completion of the clinical trial. Similar strategic dispositions and reductions in workforce were applied to the activities conducted by Casterra and AgPlenus. Reductions in force may yield unintended consequences and costs, including additional attrition beyond the amount of force reduction, distraction to our employees, reduced employee morale and adverse effects on our reputation as an employer. Such reductions in force may also make it more difficult for us to hire new employees in the future and may limit the anticipated benefits from the reduction in force.

We, and our subsidiaries, may need substantial additional capital in the future, which may cause dilution to our existing shareholders, restrict our operations or require us to relinquish rights to our product candidates or intellectual property. If additional capital is not available, we may have to delay, reduce or cease operations.

We and our subsidiaries may seek additional funding in the future, which may consist of equity offerings, collaborations, licensing arrangements or any other means to develop our product candidates (including through our subsidiaries and collaborators), fund research and data surveys, or other general corporate purposes. To the extent that we raise additional capital through, for example, the sale of equity or convertible debt securities, our existing shareholders' ownership interest will be further diluted, and the terms may include liquidation or other preferences that adversely affect our shareholders' rights. The incurrence of indebtedness or the issuance of certain equity securities could result in increased fixed payment obligations and could also result in certain restrictive covenants, such as limitations on our ability to incur additional debt or to issue additional equity, limitations on our ability to acquire or license intellectual property rights and other operating restrictions that could adversely impact our ability to conduct our business. In addition, the issuance of additional equity securities by us, or the possibility of such issuance, may cause the market price of our ordinary shares to decline. Securing additional financing may also divert our management's attention from our day-to-day activities, which may adversely affect our ability to develop and commercialize our product candidates.

Additional funding may not be available to us on acceptable terms, or at all. In the event that we enter into collaborations or licensing arrangements in order to raise capital, we may be required to accept unfavorable terms, including relinquishing or licensing to a third party on unfavorable terms our rights to product candidates or intellectual property that we otherwise would seek to develop or commercialize ourselves or reserve for future potential arrangements when we might be able to achieve more favorable terms.

If we, or our subsidiaries, are unable to raise additional capital when required or on acceptable terms, we may be required to:

- further delay, scale back or discontinue the development, manufacturing scale-up or commercialization of our or our subsidiaries' product candidates;
- accept for one or more of our or our subsidiaries' product candidates terms that are less favorable than might otherwise be available; or
- relinquish or license to additional parties, on unfavorable terms, our rights to our or our subsidiaries' product candidates that we or our subsidiaries otherwise would seek to develop or commercialize ourselves.

Any such consequence will have a material adverse effect on our business, operating results and prospects and on our ability to develop our or our subsidiaries' product candidates ourselves or through collaborators.

Our shareholders may experience dilution in the future.

From time to time in the future, we may issue additional ordinary shares or offer debt or other equity securities, including additional ordinary shares, warrants to purchase ordinary shares, or senior or subordinated notes or other debt securities convertible into equity. Issuing additional ordinary shares, other equity securities or securities convertible into equity may dilute the economic and voting rights of our existing shareholders, reduce the market price of our ordinary shares or both. Debt securities convertible into equity could be subject to adjustments in the conversion rate pursuant to which certain events may increase the number of equity securities issuable upon conversion. Our decision to issue securities in any future offering will depend on market conditions and other factors, which may adversely affect the amount, timing or nature of our future offerings. As a result, holders of our ordinary shares bear the risk that our future offerings may reduce the market price of our ordinary shares and dilute their percentage ownership.

We currently have outstanding ordinary warrants to purchase up to 5,076,924 ordinary shares. Any exercise, in whole or in part, of these warrants would dilute the holders of our ordinary shares. The current exercise price of ordinary warrants is $1.25 per share. Whether or not the warrants are exercised will depend on the price of our ordinary shares, and any exercise is at the discretion of the holders of the warrants. We may issue other warrants, options and derivative securities in the future, which would also dilute the holders of our ordinary shares. See "Item 5. Operating and Financial Review and Prospects— B. Liquidity and Capital Resources— Recent Public Offerings of Ordinary Shares."

Our recent strategic streamlining and the reduction of active subsidiaries and business lines increases our operational concentration risk and may reduce diversification benefits.

During 2025, we streamlined our operations, including the disposition of certain assets and a reduction of activities in our subsidiaries. As a result, we are currently operating with a more limited number of active subsidiaries and our business is now focused on fewer technological platforms, product candidates and revenue sources.

This increased concentration heightens our exposure to risks associated with the remaining business activities. If our ChemPass tech engine, any of our subsidiaries, product candidates, collaborations or commercialization efforts experience delays, technical setbacks, regulatory challenges, funding constraints, market resistance or other adverse developments, the impact on our business, financial condition and results of operations may be more significant than in prior periods when our activities were more diversified.

Our strategic focus may also reduce optionality for future growth opportunities and may increase volatility in our operating results. If our remaining core activities do not achieve anticipated milestones or commercialization objectives, we may have fewer alternative business lines to mitigate such setbacks, which could materially adversely affect our long-term growth strategy and shareholder value.

The dilution of our equity holdings in our subsidiary companies will likely negatively impact and/or decrease our results of operations, including revenues, and the benefits recognized by our shareholders from value that may be created in such subsidiary companies.

Our corporate strategy and structure is intended to make product development and go-to-market efficient and to reflect the individual value of each of our market focused business units. Under our corporate structure, we operate as a developer of novel small molecule based therapeutics with Evogene acting as a technology hub and, below it, divisions and subsidiaries that benefit from the unique capabilities of Evogene's Computational Predictive Biology, or CPB, platform and its technological engines, ChemPass AI and GeneRator AI. Each such subsidiary is responsible for advancing its product development and pipeline, establishing its "go-to-market" strategy via direct sales or through existing and new collaborations, and securing additional financial resources, if and when required. Due to our limited financial resources and other investment considerations, our subsidiaries are permitted to obtain financing from external sources and have therefore raised additional capital and may continue to raise capital in the future. Such financings can have a dilutive impact on our ownership interest in the particular subsidiary. For more information see "Item 4.B. Information on the Company—Business Overview—Market Segments—Agriculture—Lavie Bio Ltd.—Overview" and "Item 4.B. Information on the Company—Business Overview—Market Segments—Human Health—Biomica Ltd.—Overview". Such external financings have therefore resulted, and may continue to result, in the decrease of our ownership percentage in one or more of our subsidiaries, which, in turn, will likely negatively impact and/or reduce our operational results (including revenues), financial condition, long-term growth strategy, the value of our shares, and the benefits we (and, indirectly, our shareholders) recognize from value established in any such subsidiary.

Our discoveries and product candidates may not achieve the desired effect required in order to create commercially-viable products.

Our success depends on our ability to develop products that have the desired effects: in our agriculture activity, on plants, in our human health activity, on humans, and in our industrial applications activity, on the relevant industrial inputs. Research and development in these industries entails considerable uncertainty. We may spend many years developing product candidates that will never be commercialized. The science underlying the development of our product candidates is highly complex and, although we use innovative approaches, there is no certainty that our discoveries will result in product candidates that satisfy market requirements. Except for our products in our castor oil activity, none of our discoveries and product candidates have completed the development process and become commercially available so far and such anticipated products may never reach commercialization. If our discoveries and product candidates will not have the desired effects, we and our collaborators may not develop commercial products that are based on them, which could materially and adversely affect our results of operations and our long-term growth strategy.

If we are unable to maintain our CPB platform and its technological engines, ChemPass AI and GeneRator AI, our research and development activities and those of our subsidiary companies may be substantially reduced.

We and our subsidiary companies depend significantly on our CPB platform and its technological engines in research and development activities. In particular, Evogene relies on CPB and its technological engines to provide computational biology and computational chemistry services to our subsidiaries and to support our internal research and development activities. If we are unable to maintain our CPB and technological engines, due to cost, technical failure or otherwise, we could experience adverse consequences, including but not limited to loss of data, interruptions in research and development activities, loss of business and revenues.

Our subsidiary companies rely on our CPB and its technological engines to, among others, capture laboratory data, maintain clinical, greenhouse and field trial data and perform data analysis. Therefore, if we are unable to maintain our CPB and technological engines, due to cost, technical failure or otherwise, our subsidiaries could experience adverse consequences, including but not limited to loss of data (including clinical trial data) or damage to the integrity of that data, interruptions in their research and development activities and other similar harms. Such surrounding circumstances may interrupt our subsidiaries' clinical trials, reduce demand for our subsidiaries' product candidates, and delay or negatively impact the development and commercialization of our subsidiaries' product candidates and ability to grow and operate their business.

We completed the transition of technological engine, ChemPass AI, from on-premises platform to Google Cloud Platform (GCP) services in June 2025. As a result, this exposes us to ongoing operational and security risks that could materially affect our business operations and financial performance. While the initial migration has been completed, we face continuing risks related to our increased dependency on third-party cloud service providers for critical business operations, potential service interruptions outside our direct control, and cybersecurity threats inherent in cloud computing environments. The complexity of our cloud infrastructure may result in technical issues that could cause system disruptions, data security incidents or unexpected performance problems. We may experience challenges in maintaining compliance with evolving data privacy regulations across different jurisdictions where our data is now stored and processed. Our operating costs may fluctuate based on cloud service consumption patterns and pricing changes by our service providers. Additionally, while our workforce has been trained on cloud operations, any significant updates or changes to the cloud platforms may require additional training and could temporarily impact operational efficiency. The concentration of our operations in cloud environments may also limit our ability to quickly modify our infrastructure choices or service providers in response to future business needs or cost considerations.

Various factors may delay, hinder, or prevent achievement of research and development milestones and the commercialization of our product candidates.

Our success depends in part on our ability to identify discoveries that will improve crop performance, in our agriculture activity, obtain clinical benefits, in our human health activity, or improve industrial inputs, in our industrial applications activity. To develop these discoveries and product candidates into commercial products, we either license them to collaborators or develop them independently through our subsidiaries or our Ag-Seeds division. Certain of our agreements with our collaborators in our agriculture activity entitle us to upfront fees, research and development payments and milestone payments once certain specified milestones are met. If we or our collaborators are not successful in reaching the established milestones in our agreements, we may not receive the referenced research and development payments and milestone payments.

In addition, pursuant to our collaboration agreements in our agriculture activity, we are usually entitled, subject to certain conditions, to receive royalties on products that are based on, or integrate, these discoveries. Except for Casterra's castor seed varieties, none of our current product candidates has completed the development process and become commercially available. Therefore, we currently do not earn royalties and we do not derive significant sales revenues from the sale of products based on our discoveries and product candidates. Thus, while our long-term growth strategy is based in large part on the expectation that such royalties and revenues from product sales will comprise a significant portion of our revenues in the future, we can provide no guarantee that any of our current or future product candidates will ever reach commercialization that would result in royalty payments to us.

The manner in which we and our collaborators develop our product candidates in our various fields of activity affects the period that will pass until such products are commercialized, if ever. Product candidates based on our discoveries may never become commercialized for any of the following reasons:

- our discoveries and product candidates may not be successfully validated or may not have the desired effect required in order to become, or to be incorporated into, commercial products;
- the process of developing product candidates based on our discoveries is lengthy and expensive, and we or our collaborators may not be able to allocate the resources needed to complete such development within the desired timeline;
- we or our collaborators may decide to discontinue, pause, reduce, or alter the scope of the development efforts for our product candidates;
- we may fail to satisfy, in a timely manner or at all, relevant milestones under our agreements with our collaborators;
- regulatory conditions related to our product candidates may change in different territories, thus negatively affecting the relevant development processes and extending their length or limiting the commercialization of such product candidates;
- we or our collaborators may be unable to obtain the requisite regulatory approvals for product candidates based on our discoveries;
- our competitors may launch competing or more effective products;
- we or our collaborators may be unable to fully develop and commercialize product candidates containing our discoveries or may decide, for whatever reason, not to commercialize, or to delay the commercialization of, such product candidates;
- a market may not exist for products containing our discoveries or such products may not be commercially successful or relevant;
- we may be unable to protect the intellectual property underlying our discoveries in the necessary jurisdictions; and
- we may encounter production and scale-up challenges with respect to our product candidates that hinder their commercialization.

Thus, if our collaborators are not successful in reaching the established milestones in our agreements or if we or our collaborators are not successful in commercializing products based on our discoveries, we will not realize revenues from such products and we may not earn a profit on our discoveries, which could materially and adversely affect the results of operations, financial condition and our long-term growth strategy, which may ultimately cause us to cease operations.

Our product development cycle is lengthy and uncertain, and we may never sell or earn royalties on the sale of commercial products based on our discoveries.

Research and development in our fields of activity is expensive and prolonged and entails considerable uncertainty. We may spend many years and dedicate significant financial and other resources developing product candidates that will never be commercialized. The process of discovering, developing and commercializing ag-chemicals, small molecule drugs, human microbiome-based therapeutics or castor varieties involves several phases and a long development period. The timelines for development of product candidates by us or by our collaborators may extend beyond our expectations for many reasons, such as:

- we or our collaborators may not be able to allocate the resources needed to develop product candidates based on our discoveries;
- we or our collaborators may revise the process of product development or make other decisions regarding the product development pipelines that may extend the development period;
- we or our collaborators may prioritize other development activities ahead of development activities with respect to the product candidates on which we collaborate;
- our discoveries may not be successfully validated or may not have the desired effect sought by us or by our collaborators; and
- we or our collaborators may be unable to obtain the requisite regulatory approvals for the product candidates based on our discoveries within expected timelines or at all.

Most of the product candidates we or our collaborators are developing are in early development stages. We have little to no certainty as to which and when, if any, any of these product candidates will eventually reach commercialization. Because of the long product development cycle and the complexities and uncertainties associated with research in our fields of activity, there is significant uncertainty as to whether we will ever generate significant revenues or royalties, if any, from the product candidates that we or our collaborators are developing. Due to our limited financial and personnel resources, we must focus on a limited number of research programs, drug candidates and specific indications. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities. For more information on the product development cycle of the product candidates we develop and a description of the phases of development, see the 'Product Development Cycle' paragraph under the description of each of our activity divisions and subsidiaries in "Item 4. Information on the Company—B. Business Overview".

If we are unable to efficiently produce and scale up the production of our products, whether ourselves or through third party contractors, we may be unable to achieve our commercialization targets.

When we introduce a product to the market, and in certain cases even in later stages of product development, we need to establish efficient production capabilities for our products. In most cases, our products are, or are expected to be, produced by third party producers with whom we contract for such purpose. The production of our products, and the scale up of such production, are complicated processes that require expertise. The production of all of our subsidiaries' current commercial products (mainly being castor beans of Casterra) relies, in all or in part, on third-party contractors. Failure to establish a long-term relationship with a manufacturer with sufficient capacity, relevant cost of goods sold and sufficient quality, will affect our subsidiaries' ability to meet demand for their products. If we or our third-party contractors are unable to efficiently produce and scale up production as needed to meet the demand for our products, we may be unable to achieve our commercialization targets, which may, in turn, materially and adversely affect our future results of operations.

Due to mergers and consolidations, there is a reduced number of companies in the agriculture industry with which we might establish strategic partnerships, and we rely on a limited number of collaborators to develop and commercialize product candidates containing our seed trait and ag-chemical product candidates.

The agriculture markets are highly consolidated and dominated by a relatively small number of large companies. In our agriculture operations, we are currently undertaking collaborations with several of these companies to develop improved seed traits and ag-chemical product candidates. Due to the small number of major companies in this industry, there are limited opportunities for us to grow our business with new collaborators. In addition, if we fail to develop or maintain our relationships with any of our current collaborators, we could not only lose our opportunity to work with that collaborator, but we could also suffer a reputational risk that could impact our relationships with other collaborators in what is a relatively small industry community.

In our agriculture operations, we are currently working either with collaborators or on independent projects to research and develop our different seed trait and ag-chemical product candidates. While we seek to expand our portfolio of product candidates in the future, the research and development required to discover and develop new product candidates is costly, time-intensive and requires significant infrastructure resources. If we are unable to enter into new collaborations, or if we do not have the resources to develop the capabilities or resources necessary to discover and develop such product candidates independently, we may not be able to expand our portfolio of these product candidates, which could have a material adverse effect on our business prospects.

A decrease in research expenditures by the major companies in our target markets may jeopardize the continuation, or scope, of our collaborations with such companies and adversely impact our ability to continue or extend existing collaborations or enter into new collaborations on favorable financial terms.

The research and development expenditures of our existing and potential collaborators in the agriculture, human health, and industrial applications markets we operate in may be reduced for reasons beyond our control. For example, a global crisis or economic recession, a decrease in the prices of agricultural commodities, or the consolidation trend in the seeds and ag-chemicals industries may result in decreased research and development expenditures in the markets relevant for our pharmaceutical and ag-chemical product candidates. Such developments may, in turn, adversely impact our ability to maintain or extend our existing collaborations or enter into new collaborations on favorable financial terms. For example, we may not be able to enter into new collaborations under which our collaborators cover our expenses through research and development payments.

We or our collaborators may fail to perform obligations under the collaboration agreements.

We are obligated under our collaboration agreements (including grant agreements) to perform research activities over a particular period of time. If we fail to perform our obligations under these agreements, in some cases our collaborators may terminate our agreements with them and in other cases our collaborators' obligations may be reduced, which may decrease our overall revenues. More specifically, in the event that a collaborator terminates our agreement (or reduces its obligations thereunder), the research and development costs from the particular project, which were previously covered by such collaborator, may be borne by us. Our overall revenues will therefore be reduced by the addition of such R&D costs. In addition, any of our collaborators may fail to perform their obligations, which may hinder development and commercialization of products containing the product candidates we develop and materially and adversely affect our future results of operations. Furthermore, the various payments we receive from our collaborators are currently our primary source of revenues. If our collaborators do not make these payments, either due to financial hardship, disagreement under the relevant collaboration agreement or for any other reason, our results of operations and business would be materially and adversely affected. If disagreements with a collaborator arise, any dispute with such collaborator may negatively affect our relationship with one or more of our other collaborators and may hinder our ability to enter into future collaboration agreements, each of which could negatively impact our business and results of operations.

We are operating in multiple industries, each of which consists of multiple companies with much greater resources than us. Competition in our industries is intense and requires continuous technological development. If we are unable to compete effectively, our financial resources will be diluted and our financial results will suffer.

We currently face significant competition in the markets in which we operate. The agriculture, human health and industrial applications markets in which we operate are intensely competitive and rapidly changing. Many companies engage in research and development of products in such markets, and being efficient in getting a new product candidate to market can be a significant competitive advantage. In most segments of our operations, the number of products available to the consumer is steadily increasing as new products are introduced by our competitors. We may be unable to compete successfully against our current and future competitors, which may result in lower prices and margins than previously anticipated and the inability to achieve market acceptance for our products. In addition, many of our competitors have substantially greater financial, marketing, sales, distribution and technical resources than us. While the current market is centralized and tight, we anticipate that there may be increased competition in the future as new companies enter these markets and new technologies become available. Our technologies may be rendered obsolete or uneconomical by technological advances or entirely different approaches developed by one or more of our competitors or collaborators, which will prevent or limit our ability to receive any associated research and development payments or generate revenues from the commercialization of our product candidates.

We are working to develop and commercialize novel small molecule-based therapeutics, and our efforts may be unsuccessful.

Evogene is actively leveraging AI-driven approaches to develop its ChemPass AI platform to enable partnerships that will co-develop novel small molecule-based therapeutics, and our efforts may face challenges and risks. Despite the potential of these innovative methods, our AI-driven drug discovery efforts may fail for various reasons, including:

- Limitations of Predictive Models: Failure of Evogene's AI model to accurately predict effective molecules or inability to identify molecules with the desired therapeutic profiles.
- Preclinical Failure: Failure of drug candidates to demonstrate efficacy or safety in preclinical studies despite promising computational predictions.
- Intellectual Property Risks: Failure to secure or maintain intellectual property protections for discovered molecules.
- Competition: Risk of being outcompeted by other organizations with similar or superior technologies.
- Regulatory Hurdles: Difficulty in navigating complex regulatory pathways, including obtaining necessary approvals for drug candidates or AI-related methodologies.
- Funding Constraints: Inability to secure adequate funding for drug development programs.
- Evolution of AI Regulations: Unanticipated changes in the regulatory landscape regarding AI in healthcare, which could impose additional compliance burdens or limit the application of certain technologies.
- Data Quality and Availability: Dependence on high-quality, diverse chemical and biological datasets to train models. Insufficient or biased data may lead to suboptimal or incorrect predictions.
- Integration with Experimentation: Difficulties in aligning computational outputs with laboratory validation workflows, lack of seamless integration between virtual predictions and experimental feedback loops for iterative learning.
- Infrastructure and Compute Constraints:
  - High computational costs and infrastructure requirements for training and deploying advanced models.
  - Dependence on cloud computing platforms or proprietary hardware, which may pose logistical or financial challenges.
- Algorithmic Limitations:
  - Failure to enhance model accuracy in predicting molecular interactions, particularly for highly complex or novel targets.
  - Difficulty in balancing generative AI design with constraints required for drug-likeness and manufacturability.
- Securing Strategic Partnerships:
  - Challenges in forming partnerships with pharmaceutical or biotechnology and research organizations.
  - Risk of over-reliance on external partners for critical workflows, leading to delays or disruptions if partnerships fail.
  - Since we do not currently possess the resources necessary to independently develop and commercialize the majority of our drug candidates, we may seek to enter into collaborative agreements to assist in the development and potential future commercialization of some or all of these assets as a component of our strategic plan. However, our discussions with potential collaborators may not lead to the establishment of collaborations on acceptable terms, if at all, or it may take longer than expected to establish new collaborations, leading to development and potential commercialization delays, which would adversely affect our business, financial condition and results of operations.
- External Funding Challenges:
  - Difficulty in securing sufficient funding to scale and continue development of ChemPass AI tools.
  - Risk of reduced investor confidence if technological milestones are not achieved or if computational predictions fail to translate into successful experimental outcomes.
- Dependence on Collaborative Models:
  - Reluctance from potential partners to adopt novel AI-based approaches due to skepticism or lack of familiarity with predictive tools.
  - Challenges in demonstrating the commercial value of ChemPass AI tools to potential stakeholders without extensive validation data.

Success in early development does not indicate or guarantee that later development will be successful. For example, drug candidates in later-stage clinical trials may fail to demonstrate sufficient safety and efficacy despite having progressed through initial clinical trials and such candidates may never progress through later-stage trials.

We are working to develop and commercialize novel ag-chemical products, and our efforts may be unsuccessful.

Our subsidiary, AgPlenus, is currently developing solutions for crop protection through chemistry, or ag-chemistry. AgPlenus is developing these product candidates through a novel approach, focused on biologically significant proteins called "targets". AgPlenus' efforts to develop novel ag-chemical product candidates may fail for a variety of reasons, including:

- failure of its relatively novel target-based approach to lead to an effective product candidate or failure to identify chemical compounds that will display required level of performance;
- failure to establish cost-effective production of AgPlenus' product candidates;
- failure to obtain and maintain patent and trade secret protection for its product candidates;
- failure to operate without infringing or violating the valid and enforceable patents or other intellectual property rights of third parties;
- inability to obtain sufficient funding to fully execute its ag-chemical business plan;
- one of our main research molecules suppliers is located in Ukraine, and has had, and may have in the future, limitations in access to molecules since the war in Ukraine, although such supplier has an alternative production site, and it is not our only supplier for research molecules;
- failure to meet regulatory requirements; and
- increase in regulatory requirements and limitations of use in various geographies on the use of ag-chemicals might decrease the potential market size for AgPlenus' ag-chemical product candidates.

If AgPlenus' efforts to develop ag-chemical product candidates are unsuccessful, our results of operations could be negatively impacted.

We are working to develop and commercialize seed-trait products, and our efforts may be unsuccessful.

We are developing seed-trait product candidates in our internal Ag-Seeds division. Our efforts to develop novel product candidates may fail for a variety of reasons, including:

- failure to identify and develop candidate genomic elements having the desired effect on the target trait in the plant of interest;
- failure to obtain and maintain patent and trade secret protection for our product candidates;
- failure to operate without infringing or violating the valid and enforceable patents or other intellectual property rights of third parties;
- inability to obtain sufficient funding to fully execute the business plan;
- failure to successfully complete development of our seed trait product candidates; and
- our failure to meet regulatory requirements for seed trait product candidates.

Furthermore, even if we are able to discover and begin to develop effective product candidates, we may not be successful if we are unable to find collaborators for further development and commercialization of the product candidates. If our efforts to develop seed trait product candidates are unsuccessful, our results of operations could be negatively impacted.

Biomica's future prospects are substantially dependent on a third-party licensee for the successful development and commercialization of its microbiome-based product candidate, BMC 128.

Biomica has licensed its microbiome-based product candidate, BMC 128, to a third-party licensee and is expected to cease active operations following the completion of its Phase 1 clinical trials. Any future value that Biomica may realize from this license agreement is substantially dependent on the licensee's efforts, resources, and ability to advance BMC 128 through further development and commercialization, which remains highly uncertain. There can be no assurance that the licensee will successfully develop or commercialize BMC 128 or that Biomica will realize any meaningful value from this arrangement in the foreseeable future, if at all.

We are working to develop and commercialize castor seeds for industrial applications, and our efforts may be unsuccessful in achieving a commercial presence in this market.

Our subsidiary, Casterra, is developing improved, high-yield castor bean seeds for use as a source of non-edible feedstock for industrial uses of castor oil. The supply chain in the market of castor oil for industrial uses is not well established and is evolving. In order for Casterra's castor bean seeds to be an attractive feedstock for oil for industrial uses, it will need to demonstrate on a commercial scale that its castor beans can reliably be used as a cost-efficient feedstock for castor oil production. Casterra's efforts to develop and commercialize castor been seeds for industrial uses may fail for a variety of reasons, including:

- failure to reach desired yields of its castor seed varieties on a commercial scale to secure economic viability as bio-based oil feedstock;
- failure to establish efficient mechanical harvest and grain processing solutions;
- failure to establish a cost-effective production of castor bean grains, allowing grower profitability;
- failure to reach large scale adoption of castor by growers, including the successful management of diseases and pests;
- failure to address the health and environmental risks posed by castor bean seeds, which contain ricin, a naturally occurring poison;
- failure to comply with any regulatory requirement related to sales of castor beans, and in particular those related to the import of such beans and the potential effects of ricin;
- Our cultivation and agro-technical support activities in South America may be materially and adversely affected by an economic slowdown, uncertainties with respect to the legal system and violent crime or terrorism in these regions;
- failure to establish efficient and reliable production and scale up capabilities of castor seeds, independently or through third party contractors; and
- failure to engage new buyers for our seeds, increase the amounts of seeds we sell, or maintain the price paid for our seeds.

Casterra is operating in a new industry, with limited understanding of the dynamics involved in producing and selling castor seeds. Casterra has made initial commercial sales of castor seeds; however, we are unable to project the scope of additional sales and whether we will be able to increase or maintain our customer base. If Casterra is unable to adequately address any of these challenges, we may not find a market for our castor bean seeds and our results of operations could be materially and adversely affected.

Even if we are entitled to royalties from our collaborators, we may not actually receive these royalties, or we may experience difficulties in collecting the royalties that we believe we are entitled to, potentially resulting in costly litigation and loss of reputation.

If and when our collaborators launch commercial products containing our licensed discoveries, we will rely on our collaborators to report to us the sales they earn from these products and to accurately calculate the royalties we are entitled to, a process that will involve complicated calculations. Although we seek to address these concerns in our collaboration agreements, such provisions may not be effective. Additionally, we may not be able to achieve our long-term goal of generating revenues from royalties, and in the coming years our revenues will be entirely dependent on fees we earn for our research and development services and milestone payments from our collaborators.

In addition, our ability to generate royalty payments from our collaboration agreements depends on our ability to clearly delineate our intellectual property rights under those agreements. We often license patented discoveries and product candidates to our collaborators, who use them to develop and commercialize products. However, a collaborator may use our intellectual property without our permission, dispute our ownership of certain intellectual property rights or argue that our intellectual property does not cover their marketed product. If a dispute arises, it may result in costly litigation, and our collaborator may refuse to pay us royalty payments while the dispute is ongoing. Furthermore, regardless of any resort to legal action, a dispute with a collaborator over intellectual property rights may damage our relationship with that collaborator, and may also harm our reputation in the industry.

Competition for highly skilled scientific, technical and other personnel is intense, and as a result we may fail to attract, recruit, retain and develop qualified employees, which could materially and adversely impact our business, financial condition and results of operations.

We compete for personnel in a research and development market characterized by rapidly changing technologies and an evolving competitive landscape. In order for us to successfully compete and grow, we must attract, recruit, retain and develop personnel with requisite qualifications to provide expertise across a range of disciplines, including biology, chemistry, computer science and other fields relevant to our operations.

The number of qualified and highly educated personnel in the fields upon which our business focuses in Israel, is limited and competition for the services of such persons is intense. Although we have employment agreements with all of our employees, most of these agreements may be terminated on short notice by such employees, which may create an immediate strain on our activities.

Historically and as of the date hereof, there has been intense competition for qualified human resources in the Israeli high-tech and bio-tech industries. Although during 2025 there was a slight shift in the attrition level and we were able to attract more candidates to each open position (mainly due to the financial slowdown in Israel), we are still facing significant and intense competition in recruiting for our research and development positions.

Many of the companies with which we compete for qualified personnel have significant resources, and we may not succeed in recruiting additional experienced or professional personnel, retaining personnel or effectively replacing current personnel who may depart with qualified or effective successors. In addition, our employees may be increasingly targeted for recruitment by competitors and other companies in the bio-tech and the high tech industry, which may make it more difficult for us to retain employees and may increase retention costs. Training new employees with limited or no prior relevant experience could be time-consuming, expensive and require significant resources.

In addition, as a result of the competition for qualified human resources, the high-tech and bio-tech markets have also experienced and may continue to experience significant wage inflation. Accordingly, our efforts to attract, retain and develop personnel may also result in significant additional expenses, which could adversely affect our profitability. Furthermore, in making employment decisions, particularly in the high-tech and bio-tech industries, job candidates often consider the value of the equity they are to receive in connection with their employment, which may force us to increase the amount of equity awards we grant in order to recruit and retain talent.

In light of the foregoing, there can be no assurance that qualified employees will remain in our employment or that we will be able to attract and retain qualified personnel in the future. Failure to retain or attract qualified personnel could have a material adverse effect on our business, financial condition and results of operations.

We develop certain discoveries independent of our collaborators, and we may need to finance the cost of the development of such product candidates ourselves.

We develop certain discoveries and product candidates independent of our collaborators, with a goal of making such discoveries available to collaborators in later phases or developing and commercializing end products. While we believe this will allow us to obtain more favorable license or commercialization terms with respect to such discoveries, product candidates and products, the up-front cost to us of developing programs without a collaborator (and therefore without external funding for the research and development expenditures we incur) in these early phases involves higher risks, since we need to fund the research and development of such programs ourselves. If we are unsuccessful in discovering promising product candidates after having invested significant funds, or if we are unable to find collaborators who are interested in such results and willing to fund subsequent phases of development and commercialization, such failures could have a material and adverse effect on our business, financial condition and results of operations. Regardless of the outcome of our research and development efforts, traditional financing sources such as bank financing or public debt or equity financing, if available to us, could carry with them certain drawbacks, such as imposition of covenants restricting our ability to operate, or substantial dilution to our existing shareholders.

Our business (including each of the businesses of our respective subsidiaries) and those of our collaborators are subject to various government regulations and, if we or our collaborators are unable to comply with the relevant respective law and regulations and/or obtain the necessary regulatory approvals, we may not be able to continue our operations.

Our business is generally subject to two types of regulations: regulations that apply to our operations and regulations that apply to our product candidates and products. We and/or our collaborators may fail to comply with all currently applicable regulations, and we and/or our collaborators may become subject to new or revised regulations or approvals in the future. Furthermore, any violation of these regulations by us and/or our collaborators may expose us to civil and criminal penalties.

Specifically, our operations are carried out mainly in Israel and accordingly we are regulated by the Israeli Ministry of Agriculture and Rural Development, or ISARD, and more specifically by the ISARD's Plants Protection and Inspection Services and the National Committee for Transgenic Plants. The regulation by ISARD addresses, among other things, the import of agricultural materials into Israel, environmental protection requirements for our experiments and working with transgenic plants.

Additionally, our research and development activities use chemicals and produce waste materials, which require us to hold business licenses that may include conditions set by the Israeli Ministry of Environmental Protection for the operations of such facilities.

Our operations in the human health sector, namely the clinical trial by our subsidiary Biomica, are regulated by various laws, regulations, orders and procedures by the Israeli Ministry of Health. In particular, our clinical trials require a permit for a research plan (protocol) by the Helsinki Committee, operating under the Public Health Regulations (Clinical Trials in Humans), 1980 and are also regulated by the Israeli Public Health Ordinance, 1940.

If we fail to comply with any of the above-mentioned laws and/or regulations, we may be subject to fines and other civil, administrative or criminal sanctions (i.e., imprisonment), including the revocation of our toxin permits, business permits, or other permits and licenses necessary to continue our business activities.

If we develop a commercialized product(s), we further anticipate that we, our subsidiaries, and/or our collaborators, will need to apply for regulatory approval of certain products and may also become subject to additional regulatory regimes in the sale of such products. Such laws may include laws that govern which product(s) may be sold in a particular jurisdiction along with the manner of sales and marketing permitted in that particular jurisdiction. Such laws may be onerous to comply with and may vary from jurisdiction to jurisdiction. For example, in the United States, the regulation of biotechnology is divided among the United States Environmental Protection Agency, or EPA, which regulates activity related to the invention of plant pesticides and herbicides, the United States Department of Agriculture, which regulates the import, field testing and interstate movement of specific technologies that may be used in the creation of transgenic plants, and the United States Food and Drug Administration, or the FDA, which regulates foods derived from new plant varieties. As a result, certain of our products may have to be approved for sale by separate agencies that may regulate a different aspect of one or more of our future products.

In addition, with respect to our product candidates in the human health sector, the time required to obtain approval by the FDA and comparable foreign regulatory authorities is unpredictable but typically takes many years following the commencement of clinical trials and depends upon numerous factors, including the substantial discretion of the regulatory authorities. In addition, approval policies, laws or regulations, or the type and amount of clinical data necessary to gain approval may change during the course of a product candidate's clinical development and may vary among jurisdictions. It is possible that none of our existing product candidates or any product candidates that we may seek to develop in the future will ever obtain regulatory approval. This lengthy approval process as well as the unpredictability of future clinical trial results may result in the failure to obtain regulatory approval to market any of our product candidates as part of our collaborator products, which would significantly harm our underlying businesses, financial condition and results of operations. The FDA and comparable foreign regulatory authorities have substantial discretion in the approval process, and determining when or whether regulatory approval will be obtained for any of our product candidates. Prior to obtaining approval to commercialize a product candidate in the United States or elsewhere, we or our collaborators must demonstrate with substantial evidence from well-controlled clinical trials, and to the satisfaction of the FDA or comparable foreign regulatory agencies, that such product candidates are safe and effective for their intended uses. Results from nonclinical studies and clinical trials can be interpreted in different ways. Even if we believe the data collected from clinical trials of our product candidates is promising, such data may not be sufficient to support approval by the FDA or comparable foreign regulatory authorities.

If we, our subsidiaries, or our collaborators are unable to obtain the requisite regulatory approvals or there is a delay in obtaining such approvals as a result of negative market perception or heightened regulatory standards, such product candidates will not be commercialized, which would negatively impact our business and results of operations.

Disruption to our information technology and systems, or those of our subsidiaries, including a security breach or unauthorized access to our data, our customer's data, or our platform, could adversely affect our reputation and future demand for our products or collaborative relationships, which may have a material adverse effect on our business and results of operations.

Our computational technologies rely on our information technology, or IT, system to collect and analyze the biological and chemical data, which includes several petabytes of data that we produce, review, and store. Our IT is also involved with the collection, storage, processing, transmission and other use of data, including certain confidential, sensitive, and personal information, including those relating to our research, studies, and participants. More generally, in the ordinary course of our business, we collect, store, transmit and otherwise process large amounts of sensitive corporate, personal and other information, including intellectual property, proprietary business information, and other confidential information. Any security breach, data loss, or other compromise, including those resulting from a cybersecurity attack, phishing attack, or any unauthorized access, unauthorized usage, virus or similar breach or disruption could result in the loss or destruction of or unauthorized access to, or use, alteration, disclosure, or acquisition of, data, damage to our reputation, loss of intellectual property protection, claims and litigation, regulatory investigations, or other liabilities. For example, we may become the target of cyber-attacks by third parties seeking unauthorized access to our or our customers' data or to disrupt our ability to provide our services. These attacks may come from individual hackers, criminal groups, and state-sponsored organizations. Ransomware attacks, including those from organized criminal threat actors, nation-states, and nation-state supported actors, are becoming increasingly prevalent and severe, and can lead to significant interruptions in our operations, loss of data and income, reputational loss, diversion of funds, and may result in fines, litigation and unwanted media attention. Extortion payments may alleviate the negative impact of a ransomware attack, but we may be unwilling or unable to make such payments due to, for example, applicable laws or regulations prohibiting payments. Additionally, companies have, in general, experienced an increase in phishing, social engineering and other attacks from third parties, and the increase in remote working further increases these and other security threats. While we are constantly subject to common cyber-attacks including phishing, hacking, encryption, viruses, man/monkey in the middle, etc. from time-to-time, as of the date of this Annual Report, we have not reasonably identified any confirmed breach of our systems and therefore do not believe that any such attacks have individually or in the aggregate led to costs or consequences which have materially impacted our operations or business.

If our security measures are breached as a result of third-party action, employee error or negligence, a defect or bug in our offerings or those of our third-party service providers, malfeasance or otherwise and, as a result, someone obtains unauthorized access to any data, including our confidential, sensitive, or personal information or the confidential, sensitive, or personal information of our customers, or other persons, or any of these types of information is lost, destroyed, or used, altered, disclosed, or acquired without authorization, or if any of the foregoing is perceived to have occurred, our reputation may be damaged, our business may suffer, and we could incur significant liability, including under applicable data privacy and security laws and regulations.

Even the perception of inadequate security may damage our reputation and market position, negatively impacting our ability to win new customers and retain and receive timely payments from existing customers. Further, we could be required to expend significant capital and other resources to protect against and address any data security incident or breach, which may not be covered or fully covered by our insurance, and which may involve payments for investigations, forensic analyses, regulatory compliance, breach notification, legal advice, public relations advice, system repair or replacement, or other services. We and our collaborators, subsidiaries, and service providers also may face difficulties or delays in identifying or responding to, and remediating and otherwise responding to, cyberattacks and other security breaches and incidents. We have made significant efforts to protect against and address potential impacts of security breaches and incidents (such as applying fire walls and segregation of networks), and anticipate doing so in the future. Additionally, we may be required to notify such breaches to regulators and/or individuals and operate to mitigate damages, which may result in us incurring additional costs.

Our subsidiaries, collaborators, and other service providers store and otherwise process our data, including personal, confidential, sensitive, and other information about individuals and ongoing research projects. Such entities may also be the targets of cyberattacks, malicious software, phishing schemes, and fraud. Our ability to monitor the data security of such entities is limited, and, in any event, bad actors may be able to circumvent such security measures, resulting in the unauthorized access to, misuse, acquisition, disclosure, loss, alteration, or destruction of our data, including confidential, sensitive, and other information about individuals and our ongoing research.

Techniques used to sabotage or obtain unauthorized access to systems or networks are constantly evolving and, in some instances, are not identified until after they have been launched against a target. We, our subsidiaries, collaborators, and our service providers may be unable to anticipate these techniques, react in a timely manner, or implement adequate preventative and mitigating measures. If we are unable to efficiently and effectively maintain and upgrade our system safeguards, we may incur unexpected costs and certain of our systems may become more vulnerable to unauthorized access or disruption. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations, market position, and reputation.

We have established an internal information security committee, that meets from time to time to provide guidelines and address security issues, but we can provide no assurance that our current IT system is fully protected against third-party intrusions, viruses, hacker attacks, information or data theft or other similar threats. Disruption or failure of our IT system due to technical reasons, cyberattacks, natural disasters or other unanticipated catastrophic events, including power interruptions, storms, fires, floods, earthquakes, terrorist attacks and wars could significantly impair our internal development efforts. We maintain an off-site data recovery system that is used for the retention of critical data to enable a potential recovery in case of any of the described disasters (however, this system is not designated to create seamless continuity operation).

As we continue to develop our computational technologies and expand our datasets, we may need to update our IT system and storage capabilities. However, if our existing or future IT system does not function properly, or if the IT system proves incompatible with our new technologies, we could experience interruptions in data transmissions and slow response times, preventing us from completing routine research and business activities, which could adversely affect our business and results of operations.

Development of our product candidates, particularly during our validation and testing activities, may be adversely affected by circumstances caused by us or those beyond our control.

The industries we are engaged in are subject to various factors that make our operations relatively unpredictable from period to period. For example, the testing of our product candidates may be adversely affected by circumstances both caused by us and those that are beyond our control. Factors caused by us include any failure by us or our collaborators to follow proper agronomic practice or suggested protocols for conducting our experiments, and failure to successfully complete such experiments. Factors beyond our control include weather and climatic variations, such as droughts or heat stress, or other factors we are unable to identify. For example, if there was prolonged or permanent disruption to the electricity, climate control or water supply operating systems in our greenhouses or laboratories, the plants and pests on which we test our discoveries and product candidates and the samples we store in freezers, both of which are essential to our research and development activities, would be severely damaged or destroyed, adversely affecting our research and development activities and thereby our business and results of operations. We have experienced these kinds of failures in the past for unknown reasons, causing delays in our achievement of milestones and delivery of results, and necessitating that we re-start the trials. Any test failure we may experience is not covered by our insurance policy, and therefore could result in increased cost of the trials and development of our product candidates, which may negatively impact our business and results of operations.

Our business could be disrupted by catastrophic events.

The occurrence of unforeseen or catastrophic events such as terrorist attacks and war (as further detailed below in the section titled “Risks Relating to Our Incorporation and Location in Israel”), extreme terrestrial or solar weather events or other natural disasters, emergence of a pandemic, or other widespread health emergencies (or concerns over the possibility of such an emergency), could create economic and financial disruptions, and could lead to operational difficulties that could impair our ability to manage our business.

Consumer and government resistance to genetically modified organisms, or GMOs, may negatively affect our public image and reduce potential sales of plants containing our traits.

A certain part of our seed traits activity includes research and development of genetically modified, or GM, seeds. Foods made from such seeds are not accepted by many consumers and in certain countries production of certain GM crops is effectively prohibited, including throughout the European Union, or EU, due to concerns over such products' effects on food safety and the environment. Other jurisdictions and governmental authorities, including in South America and Asia, are increasingly taking an interest in regulating agricultural products of biotechnology. Regulatory approaches vary by jurisdiction as a result of the existing public health frameworks and phytosanitary laws, as well as other less tangible factors such as cultural and religious norms that may have an impact on individual country risk assessments and decision-making. Each jurisdiction may have its own regulatory framework, which may include restrictions and regulations on planting and growing genetically engineered plants, import of grain and other plant products, and in the consumption and labeling of feed and foods derived from such novel plants, and which may apply to future products containing our traits. The high public profile of biotechnology agriculture, especially in food production, and lack of consumer acceptance of products to which we have devoted substantial resources could negatively affect our public image and results of operations. For example, the prohibition on the production of certain GM crops in select countries and the current resistance from consumer groups, particularly in Europe, to GM crops not only limits our access to such markets but also has the potential to spread to and influence the acceptance of products developed through biotechnology in other regions of the world and may also influence regulators in other countries to limit or ban production of GM crops, which could limit the commercial opportunities to exploit biotechnology. Moreover, regulation of all genetically engineered plants in the EU is far more stringent than in the U.S. and Canada. U.S. and Canadian regulators have determined that genome edited plants pose fewer risks than traditional biotechnology-derived plants subjected to modification through the insertion of recombinant DNA. In contrast, a recent EU legal ruling indicated that the existing EU regulations for genetically engineered plants modified by the insertion of recombinant DNA, which were already more stringent than corresponding U.S. and Canadian regulations, should be strictly applied to genome edited plants as well. As a result, there is a sharp distinction between how EU and U.S. and Canadian regulatory agencies oversee novel seed traits, and in particular those that are generated using the more modern techniques of genome editing.

Although we are not currently targeting EU markets for the development or commercialization of future products containing our traits, emerging oversight regimes for genetically engineered products in other jurisdictions may follow the EU approach and impose similarly strict requirements for the release of such products into the environment and their incorporation into human food or other consumer products. Such jurisdictions may also elect to regulate genetically engineered plants without distinguishing between traditional biotechnology-derived plants modified with recombinant DNA and genome edited plants. There is no guarantee that countries for which we may have or may develop future marketing plans would not take a stricter legal and regulatory approach to controlling genetically engineered plants similar to that of the EU, which could increase regulatory costs and delay, prevent or limit our or our future collaborators' ability to market our traits in such jurisdictions.

GM crops are grown principally in the United States, Brazil and Argentina where there are fewer restrictions on the production of GM crops. If these or other countries where GM crops are grown enact laws or regulations that ban the production of such crops or make regulations more stringent, we could experience a longer product development cycle for our product candidates and may even have to abandon projects related to certain crops or geographies, both of which would negatively affect our business and results of operations and could cause us to have to cease operations. Furthermore, any changes in such laws and regulations or consumer acceptance of GM crops could negatively impact our collaborators, who in turn might terminate or reduce the scope of their collaborations with us or seek to alter the financial terms of our agreements with them.

We currently need, and in the future we may need to obtain licenses of third-party technology that may not be available to us or are available only on commercially unreasonable terms, and which may cause us to operate our business in a more costly or otherwise adverse manner that was not anticipated.

We currently need, and in the future we may be required to license technology from third parties to further develop or commercialize our investigational products. Should we be required to obtain licenses for any third-party technology, such licenses may not be available to us on commercially reasonable terms, or at all. The inability to obtain any third-party license required to develop or commercialize any of our products could cause us to abandon any related efforts, which could seriously harm our business and operations.

The licenses we grant to our collaborators to use our discoveries are in most cases exclusive with respect to a specified discovery, product type or market area. This may limit our opportunities to enter into additional licensing or other arrangements with respect to such discoveries, product types or market areas.

Most of the licenses we grant our collaborators to our product candidates or to use specific discoveries we have made are exclusive in the market area of the license. That means that once these discoveries are licensed to a collaborator, we are generally prohibited from licensing those discoveries to any third party for use in such area. The limitations imposed by these exclusive licenses could prevent us from expanding our business and increasing our exposure to new licensees, both of which could adversely affect our business and results of operations.

We may be required to pay substantial damages as a result of product liability, warranty liability, or personal injury claims and litigation.

Once products integrating our discoveries and product candidates reach commercialization, if ever, product liability, warranty liability, personal injury, or other litigation claims may become a commercial risk to our business, particularly as some of the products that we develop may be harmful to humans or to the environment. Moreover, as our portfolio of available products expands, we may experience increases in product liability claims asserted against us. Courts have awarded substantial damages in the United States and elsewhere against a number of companies in the agriculture and human health industries in past years based upon claims for injuries allegedly caused by the use of their products. Product liability claims against us and/or our collaborators selling products that contain our product(s) or allegations of product liability relating to products containing our discoveries may damage our reputation, harm our relationships with our collaborators, and materially and adversely affect our business, results of operations, financial condition and prospects. Currently, we and/or our subsidiaries maintain an insurance policy according to the specific needs of each company, which may include commercial insurance, self-insurance (including direct risk retention), or a combination of both approaches, in amounts and on terms that we believe are reasonable and prudent in light of our business and related risks. We currently carry specific product liability insurance coverage for Casterra. Any such insurance we obtain on these operations may be expensive and may not cover our potential liability in full. In addition, we may be subject to claims for which insurance coverage that we do carry is denied, as well as claims that exceed our policy limits. As a result, we may not be able to obtain the type and amount of insurance we desire, or any insurance on reasonable terms, in the markets in which we operate. Furthermore, while our collaboration agreements typically require that our collaborators indemnify us for the cost of product liability claims brought against us, such indemnification provisions may not be enforceable, and we may receive no indemnification if our own misconduct led to the claims.

Any litigation could force us to incur significant expenses, divert management's time and attention, subject us to adverse publicity, and damage our reputation and competitive position. A successful assertion of a claim against us may result in potentially significant monetary damages, penalties, or fines and adversely affect sales of our products. Costs or payments made in connection with warranty and product liability claims and recalls could adversely affect our financial condition and results of operations in a material manner.

Our facilities in Israel are located on leased properties. Termination of any of the leases, changes in lease terms, and long-term leases that may not be terminated at will, may jeopardize our activity and materially affect our financial condition or results of operations.

Our office spaces, labs, facilities, and farm are all situated on properties that we lease pursuant to lease agreements in Israel. Once a lease agreement ends, we may not be able to renew it on favorable terms, or not at all, which may require us to increase our lease payments or take a new lease on another property, adversely affecting our business and results of operations. In addition, a long-term lease may mean no or limited possibility to terminate the lease at will before the completion of the lease period, which may lead to continued holding of an un-needed space or entry into a sub-lease, which may adversely affect our results of operations. For more information regarding our facilities, please see "Item 4. Information on the Company—D. Property, Plants and Equipment."

Our operations are subject to various health and environmental risks associated with our use, handling and disposal of potentially toxic materials.

Our operations involve various health and environmental risks. For example, as part of our seed traits operations, we assist in the development of GM crops by inserting new genes into the genomes of certain plants. Though we introduce these genes in order to improve plant traits, we cannot always predict the effect that these genes may have on the plant. In some cases, the genes may render the plant poisonous or toxic, or they may cause the plant to develop other dangerous characteristics that could harm the plant's surrounding environment. Furthermore, while we comply with relevant environmental laws and regulations, there is a risk that, when testing genetically modified plants, the seeds of these plants may escape the greenhouse in which they are being tested and contaminate nearby fields. Poisonous or toxic plants may therefore be inadvertently introduced into the wild, or possibly enter the food production system, harming the people and animals who come in contact with them. Furthermore, GM crops may be a source for the transfer of antibiotic-resistant genes to the environment or the exposed organisms.

In addition, as part of Casterra's operations, we handle castor seeds, which contain ricin, a naturally occurring poison, and hence are unsuitable for human or animal consumption. Ricin is a naturally occurring carbohydrate-binding protein produced in the seeds of ricinus communis, the plant that produces castor oil. It is toxic when inhaled, ingested, or injected. As few as five to ten micrograms per kilogram can be lethal. The risk may occur when practicing a crop rotation scheme that involves growing an edible crop after castor. There is a risk that the harvesting machinery will not properly harvest seeds; and if the harvesting machinery fails to remove the castor seeds properly, there is a risk the seeds could germinate and develop into a plant, which may be collected during the second crop harvest and contaminate the edible yield with a toxic substance.

Similar risks are relevant to our Ag-Seeds division operations, especially with respect to GM seeds and AgPlenus' ag-chemicals operations.

Changes in laws and regulations to which we are subject, or to which we may become subject in the future, may materially increase our costs of operation, decrease our operating revenues and disrupt our business.

Laws and regulatory standards and procedures that impact our business are continuously changing. Responding to these changes and meeting existing and new requirements may be costly and burdensome. Changes in laws and regulations may occur that could:

- impair or eliminate our ability to research and develop our product candidates, including validating our product candidates through lab, greenhouse, field or clinical trials;
- increase our compliance and other costs of doing business through increases in the cost to patent or otherwise protect our intellectual property or increases in the cost to our collaborators to obtain the necessary regulatory approvals to commercialize and market the product candidates we develop with them;
- require significant product redesign or systems redevelopment;
- render our product candidates less profitable, obsolete or less attractive compared to competing products;
- affect our collaborators' willingness to do business with us;
- jeopardize import or export of raw material or end products, such as with respect to seedlings and products;
- reduce the amount of revenues we receive from our collaborators through milestone payments or royalties; and
- discourage our collaborators from offering, and consumers from purchasing, products that incorporate our discoveries.

Any of these events could have a material adverse effect on our business, results of operations and financial condition. For example, legislators and regulators have increased their focus on plant biotechnology in recent years, with particular attention paid to GM crops as well as on ag-chemicals.

While none of our product candidates are currently available for sale, other than Casterra's castor seeds, our future growth relies on our ability and the ability of our collaborators to commercialize and market our product candidates, and any restrictions on such activities could materially and adversely impact our business and results of operations. Any changes in regulations in countries where our product candidates are used could result in our collaborators being unable or unwilling to develop, commercialize or sell products that incorporate our discoveries. In addition, we rely on patents and other forms of intellectual property protection. Legislation and jurisprudence on patent protection in the key target markets where we seek patent protection, such as the United States and the EU, is evolving and changes in laws could affect our ability to obtain or maintain patent protection for our product candidates. Any changes to these existing laws and regulations may materially increase our costs of operation, decrease our operating revenues and disrupt our business. For more information, please see 'Government Regulation of our Operations' and 'Government Regulation of Product Candidates' paragraphs under the description of each of our activity divisions and subsidiaries under "Item 4. Information on the Company—B. Business Overview."

We are subject to evolving corporate governance and public disclosure regulations and expectations, including with respect to environmental, social and governance matters that could expose us to numerous risks.

We are subject to changing rules and regulations promulgated by a number of governmental and self-regulatory organizations, including the SEC and Nasdaq. These rules and regulations continue to evolve in scope and complexity and many new requirements have been created in response to laws enacted by Congress, making compliance difficult and uncertain, including the recent change to require directors and officers of foreign private issuers like us to the reporting obligations of Section 16 of the Exchange Act. The SEC is also currently reviewing additional possible rule changes for foreign private issuers. In addition, increasingly regulators, customers, investors, employees and other stakeholders are focusing on environmental, social and governance, or ESG, matters and related disclosures. These changing rules, regulations and stakeholder expectations could result in increased general and administrative expenses and increased management time and attention spent complying with or meeting such regulations and expectations. For example, developing and acting on ESG initiatives, and collecting, measuring, and reporting ESG information and metrics, can be costly, difficult and time consuming and is subject to evolving reporting standards. We may also communicate certain initiatives and goals regarding environmental matters, diversity, responsible sourcing, social investments and other ESG matters in public disclosures. These initiatives and goals could be difficult and expensive to implement, the technologies needed to implement them may not be cost effective and may not advance at a sufficient pace, and ensuring the accuracy, adequacy, or completeness of the disclosure of our ESG initiatives can be costly, difficult and time-consuming. We may be affected by market or regulatory responses to climate change.

Growing public concern about climate change has resulted in the increased focus of local, state, regional, national and international regulatory bodies on greenhouse gas, or GHG, emissions and climate change issues.

We may also incur additional expenses as a result of regulators requiring additional disclosures regarding GHG emissions. Compliance with such regulations and the associated potential cost is complicated by the fact that various countries and regions are following different approaches to the regulation of climate change.

Growing cycles and adverse weather conditions may decrease our results from operations.

Our operations are affected by the growing cycles of the crops, including castor beans, that we plant, test and manufacture for our and our subsidiaries' products. We set our planting schedules without knowing the effect of the weather on the crops or on the entire industry's production. Weather conditions during the course of each crop's growing season will affect the volume and growing time of that crop.

Risks Related to Our Intellectual Property Rights

Our success depends on our ability to protect our intellectual property and our proprietary technologies.

Our commercial success depends in part on our ability to obtain and maintain patent protection and trade secret protection for our proprietary computational and experimental technologies, our discoveries and their uses, as well as our ability to operate without infringing upon the proprietary rights of others. If we do not adequately protect our intellectual property, competitors may be able to use our technologies and erode or negate any competitive advantage we may have, which could harm our business and ability to achieve profitability.

While we expect our patent applications to receive approval, we cannot be certain that we will obtain such results. Despite our efforts to protect our proprietary rights, unauthorized third parties may attempt to use, copy or otherwise obtain and market or distribute our intellectual property rights or technology or otherwise develop products or solutions with the same functionality as our solutions. For example, the castor varieties of our subsidiary Casterra can be easily reproduced by any third party with access to its castor seeds. In addition, the laws of some foreign countries provide less protection for proprietary rights than U.S. law. We face the occasional risk, moreover, that third parties may assert copyright, trademark and other intellectual property rights against us. Such claims may result in direct or indirect liability as we have contractually agreed to indemnify certain parties for any damages suffered as a result of infringement by us of any third-party intellectual property rights. Policing unauthorized use of technologies, trade secrets and intellectual property may be difficult, expensive and time-consuming. If we fail to meaningfully establish, maintain, protect and enforce our intellectual property and proprietary rights, our business, operating results and financial condition could be adversely affected.

If we are unable to protect the confidentiality of our trade secrets, the value of our technology could be materially adversely affected and our business would be harmed.

We treat our proprietary computational and experimental technologies, including unpatented know-how and other proprietary information, as trade secrets. We seek to protect these trade secrets, in part, by entering into non-disclosure and confidentiality agreements with any third parties who have access to them, such as our consultants, independent contractors, advisors, corporate collaborators and outside scientific collaborators. We also enter into confidentiality and invention or patent assignment agreements with employees and certain consultants. Any party with whom we have executed such an agreement may breach that agreement and disclose our proprietary information, including our trade secrets, and we may not be able to obtain adequate remedies for such breaches. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, if any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent such third party, or those to whom it communicates that technology or information, from using that technology or information to compete with us. If any of our trade secrets were to be disclosed to or independently developed by a competitor, or if we otherwise lose protection for our trade secrets or proprietary know-how, the value of this information may be greatly reduced and our business and competitive position could be harmed.

We may not be able to protect our intellectual property rights throughout the world.

Filing, prosecuting, maintaining and defending patents on product candidates in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States are less extensive than those in the United States. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the United States. Consequently, we are unable to prevent third parties from using our inventions in all countries outside the United States, or from selling or importing products made using our inventions in and into the jurisdictions in which we do not have patent protection. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products, and we may be unable to prevent such competitors from importing those infringing products into territories where we have patent protection but enforcement is not as strong as in the United States. These products may compete with our product candidates and our patents and other intellectual property rights may not be effective or sufficient to prevent them from competing in those jurisdictions. Moreover, farmers or others in the chain of commerce may raise legal challenges against our intellectual property rights or may infringe upon our intellectual property rights, including through means that may be difficult to prevent or detect. For example, the practice by some farmers of saving seeds from non-hybrid crops (such as soybeans, canola and cotton) containing biotechnological traits may prevent us from realizing the full value of our intellectual property in countries outside of the United States.

Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions, including China. The legal systems of certain countries, including China, have not historically favored the enforcement of patents or other intellectual property rights, which could hinder us from preventing the infringement of our patents or other intellectual property rights and result in substantial risks to us. Proceedings to enforce our patent rights in the United States or foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing and could provoke third parties to assert patent infringement or other claims against us. We may not prevail in any lawsuits that we initiate and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license from third parties.

If we or one of our collaborators are sued for infringing the intellectual property rights of a third party, such litigation could be costly and time consuming and could prevent us or our collaborators from developing or commercializing our product candidates.

Our ability to generate significant revenues from our product candidates depends on our and our collaborators' ability to develop, market and sell our product candidates and utilize our proprietary technology without infringing the intellectual property and other rights of any third parties. In the United States and abroad there are numerous third-party patents and patent applications that may be applied toward our proprietary technology, business processes or product candidates, some of which may be construed as containing claims that cover the subject matter of our product candidates or intellectual property. Because of the rapid pace of technological change, the confidentiality of patent applications in some jurisdictions, and the fact that patent applications can take many years to issue, there may be currently pending applications that are unknown to us that may later result in issued patents upon which our product candidates or proprietary technologies infringe. Similarly, there may be issued patents relevant to our product candidates of which we are not aware. These patents could reduce the value of the product candidates we develop or, to the extent they cover key technologies on which we have unknowingly relied, require that we seek to obtain licenses or cease using the technology, no matter how valuable to our business. We may not be able to obtain such a license on commercially reasonable terms. There is a substantial amount of litigation involving patent and other intellectual property rights in the biotechnology industry generally. If any third party patent or patent application covers our intellectual property or proprietary rights and we are not able to obtain a license to it, we and our collaborators may be prevented from commercializing products containing our discoveries.

As the biotechnology industry continues to develop, we may become party to, or threatened with, litigation or other adverse proceedings regarding intellectual property or proprietary rights in our technology, processes or product candidates. Third parties may assert claims based on existing or future intellectual property rights and the outcome of any proceedings is subject to uncertainties that cannot be adequately quantified in advance. Any litigation proceedings could be costly and time consuming and negative outcomes could result in liability for monetary damages, including treble damages and attorneys' fees if we are found to have willfully infringed a patent. There is also no guarantee that we would be able to obtain a license under such infringed intellectual property on commercially reasonable terms or at all. A finding of infringement could prevent us or our collaborators from developing, marketing or selling a product candidate or force us to cease some or all of our business operations. Even if we are successful in these proceedings, we may incur substantial costs and the time and attention of our management and scientific personnel may be diverted as a result of these proceedings, which could have a material adverse effect on us. Claims that we have misappropriated the confidential information or trade secrets of third parties could similarly have a negative impact on our business.

We may be required to pay royalties to employees who develop inventions that have been or will be commercialized by us, even if the rights to such inventions have been assigned to us and the employees have waived their rights to royalties or other additional compensation.

A significant portion of our intellectual property has been developed by our employees in the course of their employment for us. Under the Israeli Patent Law, 5727-1967, or the Patent Law, inventions conceived by an employee in the course and as a result of or arising from his or her employment with a company are regarded as "service inventions," which belong to the employer, absent a specific agreement between the employee and employer giving the employee proprietary rights. The Patent Law also provides under Section 134 that if there is no agreement between an employer and an employee as to whether the employee is entitled to consideration for service inventions, and to what extent and under which conditions, the Israeli Compensation and Royalties Committee, or the Committee, a body constituted under the Patent Law, shall determine these issues. Section 135 of the Patent Law provides criteria for assisting the Committee in making its decisions. According to the decisions of the Committee, an employee's right to receive consideration for service inventions is a personal right and is entirely separate from the proprietary rights in such invention. Therefore, this right must be explicitly waived by the employee. A decision handed down in May 2014 by the Committee clarifies that the right to receive consideration under Section 134 can be waived and that such waiver can be made orally, in writing or by behavior like any other contract. The Committee will examine, on a case by case basis, the general contractual framework between the parties, using interpretation rules of the general Israeli contract laws. Further, the Committee has not yet determined one specific formula for calculating this remuneration, nor the criteria or circumstances under which an employee's waiver of his right to remuneration will be disregarded. Similarly, it remains unclear whether waivers by employees in their employment agreements of the alleged right to receive consideration for service inventions should be declared as void being a depriving provision in a standard contract. All of our employees execute invention assignment agreements upon commencement of employment, in which they assign their rights to potential inventions and acknowledge that they will not be entitled to additional compensation or royalties from commercialization of inventions. Although our employees have agreed to assign to us service invention rights and have specifically waived their right to receive any special remuneration for such service inventions beyond their regular salary and benefits, we may face claims demanding remuneration in consideration for assigned inventions.

Changes in U.S. patent law could diminish the value of patents in general, thereby impairing our ability to protect our product candidates.

As is the case with other biotechnology companies, our success is heavily dependent on intellectual property, particularly patents. Obtaining and enforcing biotechnology patents involves technological and legal complexity, and is costly, time consuming, and inherently uncertain. In addition, the U.S. Supreme Court has ruled on several patent cases, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on decisions by the U.S. Congress, the federal courts, and the U.S. Patent and Trademark Office, the laws and regulations governing patents could change in unpredictable ways that may weaken or undermine our ability to obtain new patents or to enforce our existing patents and patents we might obtain in the future.

Our employment agreements with our employees and other agreements with our collaborators and third parties may not adequately prevent disclosure of trade secrets, know-how and other proprietary information.

A substantial portion of our technologies and intellectual property is protected by trade secret laws. We rely on a combination of patent and other intellectual property laws as well as our employment agreements with our employees and other agreements with our collaborators and third parties to protect and otherwise seek to control access to, and distribution of, our proprietary information. These measures may not prevent disclosure, infringement or misappropriation of our confidential information. Our confidentiality, nondisclosure and assignment agreements or covenants may be breached, and we may not have adequate remedies for such a breach that would effectively prevent the further dissemination of our confidential information. We have limited control over the protection of trade secrets used by our collaborators and unauthorized disclosure might occur. In addition, others may independently discover our trade secrets and proprietary information, and in such cases we could not assert any trade secret rights against such parties. Laws regarding trade secret rights in certain markets where we operate may afford little or no protection of our trade secrets. Failure to obtain or maintain trade secret protection could adversely affect our business, sales and competitive position.

We may not be able to fully enforce covenants not to compete with our key employees, and therefore we may be unable to prevent our competitors from benefiting from the expertise of such employees.

Our employment agreements with key employees, which include executive officers, contain non-compete provisions. These provisions prohibit our key employees, if they cease working for us, from competing directly with us or working for our competitors for one year. Under applicable U.S. and Israeli laws, we may be unable to enforce these provisions. If we cannot enforce the non-compete provisions with our key employees, we may be unable to prevent our competitors from benefiting from the expertise of such employees. Even if these provisions are enforceable, they may not adequately protect our interests. The defection of one or more of our employees to a competitor could materially adversely affect our business, results of operations and ability to capitalize on our proprietary information.

Risks Relating to Our Incorporation and Location in Israel

Conditions in Israel, including Israel's conflicts with Hamas and other parties in the region, as well as political and economic instability, may adversely affect our operations and limit our ability to market our products, which would lead to a decrease in revenues.

We are incorporated under Israeli law, and our employees, including our Chief Executive Officer, our Chief Financial Officer, and other senior members of our management team, operate from our headquarters located in Israel. In addition, the majority of our directors are residents of Israel. Accordingly, our business and operations are directly affected by economic, political, geopolitical, and military conditions in Israel.

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

Israel was engaged in a war with Hamas, a terrorist organization based in the Gaza Strip on Israel's southern border, from October 7, 2023 until October 2025, when a U.S.-brokered ceasefire took effect. Israeli forces remain deployed in parts of the Gaza Strip, and the situation remains volatile. Similarly, Israel was engaged in a military conflict with Hezbollah, a terrorist organization based in Lebanon on Israel's northern border, which ended with a ceasefire in November 2024. Each such terrorist group has been sponsored by Iran. Iran itself directly entered the conflict, launching ballistic missile attacks against Israel in April 2024 and October 2024. In June 2025, following intelligence assessments indicating imminent attacks, Israel conducted strikes against Iranian military and nuclear infrastructure, which led to Iranian counterattacks before a ceasefire was reached after 12 days of hostilities. On February 28, 2026, Israel and the United States launched a second, larger-scale offensive against Iran. Iran has retaliated with sustained attacks across the Middle East and was joined by renewed Hezbollah attacks on Israel. As of the date of this filing, the conflict is ongoing with no ceasefire in place and the situation remains volatile, with the potential for escalation into a broader regional conflict involving additional terrorist organizations and possibly other countries. Other Iranian-sponsored terrorist organizations in the Middle East, including the Houthi terrorist militia in Yemen, also launched aerial strikes against Israel during the two-year war period.

While our facilities have not been damaged during the current war, the hostilities with Hamas, Hezbollah, Iran and its proxies and others have caused and may continue to cause damage to private and public facilities, infrastructure, utilities, and telecommunication networks, and potentially disrupting our operations. In addition, Israeli organizations, government agencies and companies have been subject to extensive cyber-attacks. This could lead to increased costs, risks to employee safety, and challenges to business continuity, with potential financial losses.

The continuation of the war has also led to a deterioration of certain indicators of Israel's economic standing, for instance, a downgrade in Israel's credit rating by rating agencies (such as by Moody's, S&P Global, and Fitch). As of the date of this Annual Report, Moody's and S&P Global have revised their respective credit outlooks on Israel from "negative" to "stable."

In connection with the ongoing war, several hundred thousand Israeli military reservists were drafted to perform immediate military service, and military reservists are expected to perform long reserve duty service in the coming years. As of the date of this Annual Report, only several of our employees have been called to active military duty. The absence of our employees due to their military service in the current or future wars or other armed conflicts may materially and adversely affect our ability to conduct our operations.

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

The global perception of Israel and Israeli companies, influenced by actions by international judicial bodies, may lead to increased sanctions and other negative measures against Israel, as well as Israeli companies and academic institutions. There is also a growing movement among countries, activists, and organizations to boycott Israeli goods, services and academic research or restrict business with Israel, which could affect business operations. If these efforts become widespread, along with any future rulings from international tribunals against Israel, they could significantly and negatively impact business operations.

Exchange rate fluctuations between the U.S. dollar and the NIS may negatively affect our financial results.

The Company's reporting currency is U.S. dollars. In view of the fact that a substantial part of our expenses is in NIS, any appreciation of the NIS relative to the U.S. dollar would adversely impact our financial results. The appreciation (devaluation) of the NIS in relation to the U.S. dollar amounted to 12.5%, (0.6%) and (3.1%) as of December 31, 2025, 2024 and 2023, respectively. These fluctuations could cause our results of operations to differ from our expectations or the expectations of our investors. Additionally, such foreign currency exchange rate fluctuations could make it more difficult to detect underlying trends in our business and results of operations. As of the data of this Annual Report, we do not maintain a program to hedge transactional exposures in certain foreign currencies. If we enter into hedging contracts in the future, we may be unsuccessful in protecting against currency exchange rate fluctuations. See "Item 11. Quantitative and Qualitative Disclosure About Market Risk—Foreign Currency Risk."

We also cannot predict any future trends in the rate of inflation or deflation in Israel. The Israeli annual rate of inflation amounted to 3.0%, 3.2% and 2.6% for the years ended December 31, 2023, 2024 and 2025, respectively.

Interest rate fluctuations may devalue our investments and could have an adverse impact on our financial condition.

From time to time we hold corporate bonds and government treasury notes denominated in NIS and in U.S. dollars. These investments expose us to the risk of interest rate fluctuations. A decrease in Israeli or in U.S. interest rates could cause the fair value of these investments to decrease.

We received Israeli government grants for certain of our research and development activities as detailed below. The terms of those grants require us to satisfy specified conditions in order to transfer outside of Israel the manufacture of products based on know-how funded by the Israeli Innovation Authority or to transfer outside of Israel the know-how itself. If we fail to comply with the requirements of Israeli Law in this regard, we may be required to pay penalties, and it may impair our ability to sell our technology outside of Israel.

Our research and development operations have been partly financed through certain governmental grants. Certain of these grants are royalty-bearing grants under the terms of which we are committed to pay royalties at a rate of 3.0% - 4.0% on sales proceeds from our products that were developed under Israeli Innovation Authority, or the IIA, programs up to the total amount of grants received, plus accrued interest, linked to the U.S. dollar. Pursuant to the latest IIA regulations, grants received from the IIA before June 20, 2017, bear an annual interest rate that applied at the time of the approval of the applicable file and such interest will apply to all funding received under that approval. Grants received from the IIA after June 30, 2017, bear an annual interest rate based on the 12-month London Interbank Offered Rate, until December 31, 2023, and as of January 1, 2024, bear an annual interest rate based on the 12-month Secured Overnight Financing Rate, or SOFR, or at an alternative rate published by the Bank of Israel plus 0.71513%. Grants approved after January 1, 2024, bear the higher of 12 months SOFR interest plus 1% or a fixed annual interest rate of 4%.

In addition, these IIA grants impose certain restrictions on the transfer outside of Israel of the underlying know-how and the manufacturing or manufacturing rights of the underlying products and technologies. As of December 31, 2025, we had received from the IIA approximately $9.6 million (including accrued interest) of royalty-bearing grants, and repaid approximately $4.4 million in royalties and an additional approximately $4.9 million from the IIA in respect of several non- royalty-bearing projects. We may not receive the required approvals should we wish to transfer the know-how, technology or manufacturing rights related to such government grants outside of Israel in the future or, if we receive such required approvals, they may be subject to certain conditions and payment obligations. See “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Government Grants.”

If we incorporate new subsidiaries, the IIA may deem that any such new subsidiary is a co-beneficiary of the Company, such that the new subsidiary is liable to the IIA, severally and jointly with the Company, for all amounts which may be due to the IIA in connection with previously received grants. Such a perception might be burdensome with respect to incorporation of new subsidiaries and new projects.

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

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

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

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

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

Certain provisions of Israeli law and our articles of association could have the effect of delaying or preventing a change in control and may make it more difficult for a third party to acquire us or for our shareholders to elect different individuals to our board of directors, even if doing so would be beneficial to our shareholders, and may limit the price that investors may be willing to pay in the future for our ordinary shares. For example, Israeli corporate law regulates mergers and requires that a tender offer be effected when certain thresholds of percentage ownership of voting power in a company are exceeded (subject to certain conditions). Further, Israeli tax considerations may make potential transactions undesirable to us or to some of our shareholders whose country of residence does not have a tax treaty with Israel granting tax relief to such shareholders from Israeli tax. With respect to mergers, Israeli tax law allows for tax deferral in certain circumstances but makes the deferral contingent on the fulfillment of numerous conditions, including a holding period of two years from the date of the transaction during which certain sales and dispositions of shares of the participating companies are restricted. Moreover, with respect to certain share swap transactions, the tax deferral is limited in time, and when such time expires, the tax becomes payable even if no actual disposition of the shares has occurred. See Exhibit 2.1 to this Annual Report.

Furthermore, under the Israeli Encouragement of Research, Development and Technological Innovation in the Industry Law, 5744-1984 (formerly known as the Law for the Encouragement of Research and Development in Industry 5744-1984), and the regulations, guidelines, rules, procedures and benefit tracks thereunder, collectively, the Innovation Law, to which we are subject due to our receipt of grants from the IIA, a recipient of IIA grants such as our company must report to the IIA regarding any change in the holding of any means of control of our company. If following such change any non-Israeli citizen or resident becomes an "interested party", as defined in the Israeli Securities Law 5728-1968, such non-Israeli citizen or resident shall execute an undertaking in favor of IIA, in a form prescribed by IIA.

Risks Related to Our Ordinary Shares and the Ownership and Trading of Our Ordinary Shares

The price of our ordinary shares may fluctuate significantly. Further, there is no guarantee of a continuing public market to resell our ordinary shares.

The market price of our ordinary shares could be highly volatile and may fluctuate substantially as a result of many factors, including:

- our inability to obtain additional funding;
- any delay in filing a regulatory submission for any of our product or product candidates and any adverse development or perceived adverse development with respect to the review of that regulatory submission by the applicable regulatory body;
- actual or anticipated fluctuations in our results of operations;
- variance in our financial performance from the expectations of market analysts;
- announcements by us or our competitors of significant business developments, changes in relationships with our collaborators, acquisitions or expansion plans;
- our involvement in litigation;
- our sale, or the sale by our significant shareholders, of ordinary shares or other securities in the future;
- failure to publish research or the publishing of inaccurate or unfavorable research;
- market conditions in our industry and changes in estimates of the future size and growth rate of our markets;
- changes in key personnel;
- the trading volume of our ordinary shares; and
- general economic and market conditions, including as a result of the scope and duration of the war in Israel.

Although our ordinary shares are listed on Nasdaq, an active trading market on Nasdaq for our ordinary shares may not be sustained. If an active market for our ordinary shares is not sustained, it may be difficult to sell ordinary shares in the U.S.

In addition, the stock market in general, and the Nasdaq and the market for biotechnology companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of companies like ours. Broad market and industry factors may materially harm the market price of our ordinary shares, regardless of our operating performance. Further, a systemic decline in the financial markets and related factors beyond our control may cause our share price to decline rapidly and unexpectedly. Price volatility of our ordinary shares might be worse if the trading volume of our ordinary shares is low. In the past, following periods of volatility in the market price of a company's securities, securities class action litigation has often been instituted against that company. If we were involved in any similar litigation, we could incur substantial costs and our management's attention and resources could be diverted.

Any inability to meet the Nasdaq listing requirements may have an adverse effect on our share price and lead to our delisting from Nasdaq.

We are required to meet the continued listing requirements of Nasdaq, including those regarding minimum share price. In particular, we are required to maintain a minimum bid price for our listed ordinary shares of $1.00 per share. On October 31, 2022, we received a written notification from Nasdaq, which stated that because the closing bid price of our ordinary shares for 31 consecutive business days was below the minimum $1.00 per share bid price requirement for continued listing on the Nasdaq Capital Market, we were not in compliance with Nasdaq Listing Rule 5550(a)(2). Pursuant to Nasdaq Listing Rule 5810(c)(3)(A), the applicable grace period to regain compliance was 180 days, or until May 1, 2023. On July 17, 2023, we announced that Nasdaq confirmed that we had regained compliance with Nasdaq Listing Rule 5550(a)(2) concerning the minimum bid price of our ordinary shares.

On September 18, 2023, we received another written notification from Nasdaq, which stated that because the closing bid price of our ordinary shares for 30 consecutive business days was below the minimum $1.00 per share bid price requirement for continued listing on the Nasdaq Capital Market, we were not in compliance with Nasdaq Listing Rule 5550(a)(2).

In an effort to regain compliance with these rules, on July 24, 2024, we effected a reverse share split of our ordinary shares at the ratio of 1-for-10, such that each ten (10) ordinary shares, par value NIS 0.02 per share, have been consolidated into one (1) ordinary share, par value NIS 0.2 per share. While this action temporarily brought us into compliance, there is no guarantee that we will be able to sustain the minimum bid price or other listing standards in the future. Reverse share splits do not necessarily result in sustained market price improvements and can lead to a decrease in our overall market capitalization if the trading price of our shares declines. As of March 12, 2026, the trading price for our ordinary shares was again below $1.00 per share, with a closing price of $0.94 as of such date.

On January 17, 2025, the SEC approved an amendment to Nasdaq Listing Rule 5810(c)(3)(A)(iv), according to which, if a company fails to meet the minimum bid price requirement and the company has effected a reverse share split over the prior one-year period, the company would not be eligible for any compliance period and the Listing Qualifications Department will issue a Delisting Determination under Nasdaq Listing Rule 5810 with respect to that company's securities. This change will apply to a company even if the company was in compliance with the bid price requirement at the time of its prior reverse share split. In addition, if a company's security fails to meet the bid price requirement and the company has effected one or more reverse stock splits over the prior two-year period with a cumulative ratio of 250 shares or more to one, then the company is not eligible for any compliance periods and Nasdaq must issue a Delisting Determination with respect to that security. Accordingly, there is a risk that if we effect reverse share splits, and our ordinary shares continue to trade below $1.00 per share for 30 consecutive business days, we will not be eligible for any compliance period and the Listing Qualifications Department will issue a Delisting Determination for our ordinary shares by Nasdaq.

There are numerous factors and contingencies that have affected our price following the reverse split, including the status of the market for our ordinary shares, our reported results of operations and general economic, market and industry conditions. The market price of our ordinary shares has decline since the reverse split and may not return to the direct arithmetic result of the reverse split. If the market price of our ordinary shares continues to decline, our total market capitalization (the aggregate value of all of our outstanding ordinary shares at the then existing market price) after the reverse split will remain lower than before the reverse split. In addition, the reverse split resulted in some shareholders owning "odd lots" of less than 100 ordinary shares on a post-split basis. Odd lots may be more difficult to sell, or require greater transaction costs per share to sell, than shares in "round lots" of even multiples of 100 shares.

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

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

Our ordinary shares are listed on both the TASE and Nasdaq. Trading in our ordinary shares on these markets takes place in different currencies (U.S. dollars on Nasdaq and NIS on the TASE), and at different times (resulting from different time zones, trading days and public holidays in the United States and Israel). The trading prices of our ordinary shares on these two markets may differ due to these and other factors. Any decrease in the price of our ordinary shares on the TASE could cause a decrease in the trading price of our ordinary shares on Nasdaq or vice versa.

We could become subject to parallel reporting obligations in Israel and the United States, which could increase compliance costs and divert management attention.

We currently solely utilize U.S. reporting standards under the rules and regulations of the SEC. However, should this change in the future, we may become subject to parallel reporting obligations in Israel and the United States. While similar in many respects, certain differences between Israeli and U.S. reporting schemes may impose on us disclosure obligations that are more stringent than those generally applied to foreign private issuers whose securities are listed only in the United States. In addition, a requirement to comply with the separate reporting obligations under U.S. and Israeli securities laws would require additional management attention and could burden us with additional costs.

The requirements of being a public company in the United States and Israel may strain our resources and distract our management, which could make it difficult to manage our business.

Changing laws, regulations and standards, in the United States or Israel, relating to corporate governance and public disclosure and other matters, may be implemented in the future, which may increase our legal and financial compliance costs, make some activities more time consuming and divert management's time and attention from revenue-generating activities to compliance activities. If our efforts to comply with new laws, regulations and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to practice, regulatory authorities may initiate legal proceedings against us and our business may be harmed. Being a publicly traded company in the United States and Israel and being subject to U.S. and Israeli rules and regulations make it more expensive for us to obtain D&O insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These factors could also make it more difficult for us to attract and retain qualified members of our board of directors, particularly to serve on our audit committee, and qualified executive officers.

As a public company whose ordinary shares are listed in the United States, we will continue to incur significant accounting, legal and other expenses, including costs associated with our reporting requirements under the Exchange Act. We also incur additional costs associated with corporate governance requirements, including requirements under Section 404 and other provisions of the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, rules implemented by the SEC and the Nasdaq, and provisions of Israeli corporate and securities laws applicable to public companies. The Exchange Act requires that we file annual and certain other reports with respect to our business and financial condition. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. These rules and regulations could continue to increase our legal and financial compliance costs, such as the cost of hiring consultants or testing compliance processes, and make some activities more time-consuming and costly. These activities may divert management's attention from other business concerns, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

As a foreign private issuer we are not subject to the provisions of Regulation FD or U.S. proxy rules and are exempt from filing certain Exchange Act reports.

As a foreign private issuer, we are exempt from compliance with the rules and regulations under the Exchange Act related to the furnishing and content of proxy statements. Our principal shareholders continue to remain exempt from the reporting under Section 16(a) of the Exchange Act and our directors, officers and principal shareholders continue to remain exempt from the short-swing profit recovery provisions contained in Section 16(b) of the Exchange Act. In addition, we are not required under the Exchange Act to file annual and certain other reports and financial statements with the SEC as frequently or as promptly as U.S. domestic companies whose securities are registered under the Exchange Act, we are permitted to disclose limited compensation information for our executive officers on an individual basis and we are generally exempt from filing quarterly reports with the SEC under the Exchange Act. Moreover, we are not required to comply with Regulation FD, which restricts the selective disclosure of material nonpublic information to, among others, broker-dealers and holders of a company's securities under circumstances in which it is reasonably foreseeable that the holder will trade in the company's securities on the basis of the information. These exemptions and leniencies will reduce the frequency and scope of information and protections to which you may otherwise have been eligible in relation to a U.S. domestic issuer.

As a foreign private issuer, we have elected to follow home country corporate governance practices instead of certain Nasdaq corporate governance requirements, which may result in less protection than is accorded to investors under rules applicable to domestic U.S. issuers.

As a foreign private issuer whose shares are listed on the Nasdaq Capital Market, we are permitted to follow certain home country corporate governance practices instead of those otherwise required under the corporate governance standards for U.S. domestic issuers listed on Nasdaq. We currently follow Israeli home country practices, rather than the requirements under the Nasdaq corporate governance rules, with regard to the (i) quorum requirement for shareholder meetings, (ii) executive sessions for independent directors and non-management directors and (iii) the requirements to obtain shareholder approval for certain dilutive events (such as for the establishment or amendment of certain equity-based compensation plans, issuances that will result in a change of control of the company, certain transactions other than a public offering involving issuances of a 20% or more interest in the company and certain acquisitions of the stock or assets of another company). See "Item 16G. Corporate Governance." Furthermore, we may in the future elect to follow Israeli home country practices with regard to other matters such as the requirement to have a majority independent board of directors, have a compensation committee and have a nominating committee. Accordingly, our shareholders may not be afforded the same protection as provided under Nasdaq corporate governance rules. Following our home country governance practices as opposed to the requirements that would otherwise apply to a United States company listed on Nasdaq may provide less protection than is accorded to investors of domestic issuers. For further discussion, see "Item 16G. Corporate Governance."

We may lose our status as a foreign private issuer, which would increase our compliance costs and could thereby negatively impact our results of operations.

We would lose our foreign private issuer status if (a) a majority of our outstanding voting securities were either directly or indirectly owned of record by residents of the United States and (b)(i) a majority of our executive officers or directors were United States citizens or residents, (ii) more than 50 percent of our assets were located in the United States, or (iii) our business were administered principally outside the United States. Our loss of foreign private issuer status would make U.S. regulatory provisions mandatory. The regulatory and compliance costs to us under U.S. securities laws as a U.S. domestic issuer may be significantly higher. If we are not a foreign private issuer, we will be required to file periodic reports and registration statements on U.S. domestic issuer forms with the SEC, which are more detailed and extensive than the forms available to a foreign private issuer. We would also be required to follow U.S. proxy disclosure requirements, including the requirement to disclose, under U.S. law, more detailed information about the compensation of our senior executive officers on an individual basis. We may also be required to modify certain of our policies to comply with accepted governance practices associated with U.S. domestic issuers. Such conversion and modifications will involve additional costs. In addition, we would lose our ability to rely upon exemptions from certain corporate governance requirements on U.S. stock exchanges that are available to foreign private issuers, as described in the previous risk factor above.

If a United States person is treated as owning at least 10% of our ordinary shares, such holder may be subject to adverse U.S. federal income tax consequences.

If a United States person is treated as owning (directly, indirectly or constructively) at least 10% of the value or voting power of our ordinary shares, such person may be treated as a "United States shareholder" with respect to each "controlled foreign corporation" in our group (if any). If our group includes one or more U.S. subsidiaries, certain of our non-U.S. subsidiaries could be treated as controlled foreign corporations (regardless of whether we are or are not treated as a controlled foreign corporation). A United States shareholder of a controlled foreign corporation may be required to annually report and include in its U.S. taxable income its pro rata share of "Subpart F income", "global intangible low-taxed income" and investments in U.S. property by controlled foreign corporations, whether or not we make any distributions. An individual that is a United States shareholder with respect to a controlled foreign corporation generally would not be allowed certain tax deductions or foreign tax credits that would be allowed to a United States shareholder that is a U.S. corporation. A failure to comply with these reporting obligations may subject you to significant monetary penalties and may prevent the statute of limitations with respect to your U.S. federal income tax return for the year for which reporting was due from starting. We cannot provide any assurances that we will assist investors in determining whether any of our non-U.S. subsidiaries are treated as a controlled foreign corporation or whether such investor is treated as a United States shareholder with respect to any of such controlled foreign corporations or furnish to any United States shareholders information that may be necessary to comply with the aforementioned reporting and tax paying obligations. A United States investor should consult their own advisors regarding the potential application of these rules to its investment in the ordinary shares.

We believe we were a PFIC for U.S. federal income tax purposes in 2025, and there is risk we will be a PFIC in 2026. U.S. shareholders who held our ordinary shares at any time during a taxable year in which we are a PFIC may suffer adverse tax consequences.

Generally, if for any taxable year 75% or more of our gross income is passive income, or at least 50% of the average quarterly value of our assets (which may be determined in part by the market value of our ordinary shares, which is subject to change) are held for the production of, or produce, passive income, we would be characterized as a PFIC for United States federal income tax purposes. According to these rules, a publicly traded non-U.S. corporation may treat the aggregate fair market value of its assets as being equal to the sum of the aggregate value of its outstanding shares, or Market Capitalization, and the total amount of its liabilities. We intend to take the position that the excess of our Market Capitalization plus liabilities over the book value of all of our assets may generally be treated as attributable to non-passive assets. Based on the book value of our assets and liabilities and our Market Capitalization in 2025, we believe that we met the PFIC asset test described above for 2025. Because we currently hold, and expect to continue to hold, a substantial amount of cash and cash equivalents and other passive assets used in our business, there is risk we will be classified as a PFIC for the 2026 taxable year. However, because PFIC status is determined after the close of each taxable year, we will not be able to determine whether we will be a PFIC for the 2026 taxable year or for any future taxable year until after the close of such year.

U.S. shareholders who held our ordinary shares during any other taxable year in which we were a PFIC may suffer adverse tax consequences, including having gains realized on the sale of our ordinary shares treated as ordinary income, rather than capital gain, the loss of the preferential rate applicable to dividends received on our ordinary shares by individuals who are U.S. Holders (as defined in "Item 10. Additional Information—E. Taxation—United States Federal Income Taxation"), and having interest charges apply to distributions by us and the proceeds of share sales. Certain elections may be available that would alleviate some of the adverse consequences of PFIC status and result in an alternative treatment (such as mark-to-market treatment) of our ordinary shares; however, we do not intend to provide the information necessary for U.S. holders to make qualified electing fund elections. See "Item 10. Additional Information—E. Taxation—United States Federal Income Taxation—Passive Foreign Investment Company Considerations."

General Risk Factors

If we fail to maintain effective internal control over financial reporting, the price of our ordinary shares may be adversely affected.

Our internal control over financial reporting may have weaknesses and conditions that could require correction or remediation, the disclosure of which may have an adverse impact on the price of our ordinary shares. We are required to establish and maintain appropriate internal control over financial reporting. Failure to establish those controls, or any failure of those controls once established, could adversely affect our public disclosures regarding our business, prospects, financial condition or results of operations. In addition, management's assessment of internal control over financial reporting may identify weaknesses and conditions that need to be addressed in our internal control over financial reporting or other matters that may raise concerns for investors. In addition, as a "non-accelerated filer," we are exempt from the provisions of Section 404(b) of the Sarbanes-Oxley Act requiring that independent registered public accounting firms provide an attestation report on the effectiveness of internal control over financial reporting. Decreased disclosures in our SEC filings due to our status as a "non-accelerated filer" may make it harder for investors to analyze our results of operations and financial prospects and may make our ordinary shares a less attractive investment. Any actual or perceived weaknesses and conditions that need to be addressed in our internal control over financial reporting or disclosure of management's assessment of our internal control over financial reporting may have an adverse impact on the price of our ordinary shares.

ITEM 4. INFORMATION OF THE COMPANY

A. History and Development of the Company

Our History

We develop a pioneering computational chemistry platform specializing in the generative design of small molecules for the pharmaceutical and agricultural industries.

Our Company was founded on October 10, 1999 as Agro Leads Ltd., a subsidiary of Compugen Ltd. In 2002, our Company spun-off as an independent corporation under the laws of the State of Israel, and changed its name to Evogene Ltd.

In 2018 and 2019, we reorganized certain parts of our divisions into wholly owned subsidiaries of the Company, as described in this Annual Report.

Our shares have been listed for trading on the TASE since 2007 and were listed for trading on the NYSE commencing with our U.S. initial public offering in November 2013, until December 2016, when we transferred the listing to Nasdaq.

We are registered with the Israeli Registrar of Companies in Jerusalem. Our registration number is 51-283872-3. Our purpose as set forth in our articles of association is to engage in any lawful business. Our principal executive offices are located at 13 Gad Feinstein Street, Park Rehovot, Rehovot 7638517, Israel, and our telephone number is +972-8-931-1900.

Our authorized representative in the United States and agent for service of process in the United States, Puglisi & Associates, is located at 850 Library Avenue, Suite 204, Newark, Delaware 19711. Information contained on, or that can be accessed through, our website does not constitute a part of this Annual Report and is not incorporated by reference herein.

The SEC maintains an internet site, http://www.sec.gov that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. Our internet address is www.evogene.com. The information on that website is not part of this Annual Report and is not incorporated by reference herein.

Principal Capital Expenditures

Our capital expenditures in continuing activities for 2025, 2024 and 2023 amounted to approximately $0.1 million, $0.6 million and $0.6 million, respectively. Our capital expenditures during those years consisted of investments in property, plant and equipment. We anticipate our capital expenditures in 2026 to include payments for maintenance and improvements of our facilities in Israel in order to support our activities, which we anticipate we will finance with our currently available cash. For a description of our principal capital expenditures and divestitures for the three years ended December 31, 2025 and for those currently in progress, see “Item 5. Operating and Financial Review and Prospects—Liquidity and Capital Resources.”

B. Business Overview

Overview

We design novel, highly potent, small molecules, optimized across multiple-parameters, for drug development and ag-chemicals, by utilizing ChemPass AI, our computational generative AI engine.

Products based on small molecules development in the life sciences industries entails the identification of successful candidates from among a large number of potential prospects. A major barrier in small molecule discovery is the limited exploration of chemical space. Most candidates come from a narrow, well-charted domain, restricting diversity, limiting innovation and reducing the chances of breakthrough discoveries.

At the same time, commercialization requires the simultaneous optimization of multiple, often conflicting, parameters - such as potency, selectivity, safety and synthesizability. These challenges are interconnected and create a significant development bottleneck.

The computational tech-engine that we have developed, ChemPass AI, is intended to address this challenge by prioritizing promising candidates, generating entirely novel molecular candidates, with the objective of increasing probability of success and reducing time and cost.

As of the beginning of 2025, the Company operated three tech-engines based on big data analytics and artificial intelligence, supported by multidisciplinary expertise in life sciences:

- ChemPass AI, for discovery and optimization of small molecules;
- MicroBoost AI, for discovery and optimization of microbial-based products; and
- GeneRator AI, for discovery and optimization of genetic elements.

During 2025, we commenced the implementation of a strategic shift, to focus our efforts on developing products only based on small molecules. This new strategy resulted in two important changes: (i) we have focused our activities only on ChemPass AI, and stopped investing and developing the other two tech-engines and (ii) we have deployed ChemPass AI across two principal industries – pharmaceutical and agricultural.

In addition, we discontinued non-core activities, divested mis-aligned assets, resized the organization and established a business development team aligned with our refined strategy.

Following this strategic shift, we operate through three main organizational structure units:

(i) Computational unit - which develops and operates the core technological platform, ChemPass AI;

(ii) Pharmaceutical unit – which advances the development of novel small-molecule candidates with potential for commercial development; and

(iii) Agricultural unit - which focuses on ongoing development programs and collaborations with leading global agricultural-chemical companies through our subsidiary, AgPlenus.

During late 2025 and early 2026 we entered into the following collaborations, which demonstrate our new strategy:

A scientific collaboration with the research group of Professor Ehud Gazit from Tel Aviv University. This collaboration agreement was facilitated by Ramot, Tel Aviv University's tech transfer company. This partnership aims to accelerate the discovery and optimization of novel small molecules as potential drug candidates for a range of diseases caused by the ordered self-assembly of small metabolites.

Collaboration with Unravel Biosciences, Inc., a clinical-stage therapeutics company established to advance drugs for complex diseases through its Predictable Medicine™ platform. This partnership aims to accelerate the discovery and optimization of a first-in-class small-molecule therapeutic capable of restoring myelin and reversing neurological damage in demyelinating diseases.

Collaboration with Systasy Bioscience GmbH, a biotechnology company leveraging proprietary DNA barcoding technology for hyper-multiplexed pathway profiling in patient-derived iPSC models to accelerate drug discovery for complex disorders, and LMU University Hospital Munich, aiming to accelerate the development of novel therapies for hyper-inflammatory diseases driven by dysregulated neutrophil activity, including inflammatory bowel disease (IBD). The collaboration brings together Evogene, Systasy, and Prof. Christoph Klein (LMU University Hospital in collaboration with the German Center for Child and Adolescent Health), with additional participation from the Weizmann Institute of Science in Rehovot, Israel. The program is supported by a prestigious pan-European EUREKA grant, which was awarded to advance this international drug discovery effort.

Collaboration with the research group of Dr. Mark Adams, a leading cancer genomics expert in the School of Biomedical Sciences and Faculty of Health at the Queensland University of Technology (QUT), Australia. This partnership aims to accelerate the discovery and optimization of novel small molecules as potential drug candidates for the treatment of chemotherapy and targeted therapy-resistant non-small cell lung cancer (NSCLC), as well as other cancers.

Business Model

We capitalize on the value of our platform through collaborations with industry partners, pooling resources to drive joint product development. Typically, our collaborators take the lead in experimental development, leveraging ChemPass AI to identify the product candidate and optimize it towards a commercial product.

Typically, the potential revenue stream from this business model contemplates:

- Upfront payments;
- R&D fees; and
- Royalties from sales of end-products.

Fields of Activity

The *ChemPass AI* engine is used for the discovery and optimization of small molecules for two types of products: (i) drugs based on small molecules, in the field of human health and (ii) ag-chemicals, such as herbicides, insecticides and fungicides, in the field of agriculture.

Technology highlights

ChemPass AI

ChemPass AI is the Company's proprietary computational engine for small-molecule discovery pipeline, supporting hit screening, hit-to-lead optimization and de novo molecule generation. It operates on ultra-large, curated chemical spaces of approximately 38 billion compounds and enables multi-parameter, constraint-based molecular design.

ChemPass AI combines proprietary algorithms with advanced artificial intelligence models to accelerate the identification and refinement of chemical leads. The platform incorporates a suite of internally developed tools, including:

- **PointHit**, a virtual screening module designed to identify promising hit compounds from large chemical spaces;
- **ActiveSearch**, an advanced analogue-searching engine intended to expand and refine chemical series; and
- **LeadOp GPT-** a generative small molecule design engine that simultaneously optimizes multiple project specific parameters using generative AI.

These integrated capabilities are designed to streamline decision-making, reduce experimental iteration cycles and improve overall research outcomes.

The Company believes that ChemPass AI provides a differentiated approach to small-molecule discovery by enabling the design of compounds that simultaneously address three principal criteria:

- **Novelty** – leveraging an approximate 38 billion-molecule training library, the platform is designed to generate novel, synthetically accessible and biologically active compounds, including candidates that explore previously underexploited regions of chemical space and may create new intellectual property opportunities.

- **Multi-Parameter Optimization** – the platform is designed to optimize multiple chemical, biological and physicochemical parameters simultaneously, tailored to defined project constraints, with the objective of increasing the probability of technical and commercial success.

- **High Potency** – AI-designed molecules are prioritized and refined through targeted experimental validation workflows to enhance potency and overall performance characteristics.

Our technological differentiation is supported by proprietary advancements developed by our internal research team, guided by scientific advisors, and strengthened through significant collaborations with leading technology providers, including Google Cloud.

We completed our first collaboration with Google Cloud in mid-2025 and focused on the development of a "first-in-class" foundation model for the generation of novel molecular product candidates optimized across multiple parameters. Utilizing a training dataset of approximately 38 billion molecular structures, the collaboration resulted in reported design precision levels of approximately 90%, which we believe exceeded prevailing industry benchmarks at the time.

In February 2026, we initiated a second collaboration with Google Cloud. This collaboration is focused on the integration of advanced AI agents into ChemPass AI using Vertex AI to automate complex scientific workflows, reduce manual errors, and enhance operational scalability. The objective of this collaboration is to improve the probability of technical and commercial success of novel small-molecule candidates generated by the platform.

We believe that this transition toward increasingly autonomous discovery capabilities is expected to support the expansion and scalability of ChemPass AI and to enhance its value proposition in future strategic partnerships within the pharmaceutical and agricultural industries.

Validation and screening systems

Our validation and screening systems are now focused on only supporting the ChemPass AI engine.

These capabilities include a comprehensive set of bioassays integrated into structured validation pipelines. The capabilities encompass diverse scientific disciplines, including biochemistry, molecular biology, microbiology and plant pathology, conducted primarily in laboratories and controlled greenhouse environments. All processes are accompanied by precise data gathering and are coordinated by pipeline management.

This infrastructure supports three core functions of our discovery platform: first, generating high-quality experimental datasets to enable the proof-of-concept and iterative refinement of our computational models; second, translating computational designs into synthesized compounds; and third, screening these novel molecules to confirm their biological activity.

Subsidiaries

Since 2015 and until the beginning of 2025, Evogene has utilized its technology to develop various product types through dedicated divisions and subsidiaries. In human health, we formed Biomica for microbiome-based therapeutics. In agriculture, we established Lavie Bio for ag-biologicals and AgPlenus for ag-chemicals. In other industries, we established Casterra to develop agricultural solutions for castor oil production. In alternative food, we established Finally, together with TKH.

During 2025, as a result of the Company's strategic realignment, the following actions were taken with respect to some of our subsidiaries:

1. Lavie Bio's activity (including the MircoBoost AI for ag tech-engine) was sold to ICL. No further activities are planned for 2026.
2. Biomica's activity is expected to cease by the end of the second quarter of 2026, following the execution of its license agreement with Lishan Biotech.
3. Casterra's activity has been streamlined due to a reduction in the level of activity of Casterra's principal customer in Africa, and it is currently focused on the Brazilian market. We expect to continue Casterra's operation during 2026. Effective as of April 1st, 2026, Mr. Yoash Zohar will cease serving as Casterra's Chief Executive Officer and will be replaced with Mr. Ofer Haviv, Evogene's President and Chief Executive Officer. Mr. Zohar will continue to serve as Casterra Chief Operating Officer.
4. AgPlenus's agricultural activities include ongoing development programs and collaborations with leading global agricultural-chemical companies. This subsidiary has also reduced its workforce. We expect to continue AgPlenus's operation during 2026.

As part of our legacy activities, we are engaged in the following projects:

Finally Foods

In April 2024, we jointly established Finally Foods Ltd., or Finally, with The Kitchen FoodTech Hub, or TKH, a foodtech incubator and investment arm of Israeli food giant's Strauss Group. Finally is an AI-driven company specializing in molecular farming for the food sector, committed to providing sustainable alternative sources to animal-based proteins using our *GeneRator AI* technology. We hold an approximately 32% of Finally's issued and outstanding share capital, with the remaining ownership held by TKH, other investors and the founding team, consisting of Finally's Chief Executive Officer and Chief Technology Officer.

TMG

In December 2018, we entered into a multi-year collaboration and license agreement with Tropical Melhoramento & Genética S/A, or TMG, a major Brazilian developer and marketer of soybean varieties, for the development of nematode-resistant soybean varieties using genome editing technologies. Under the collaboration and license agreement, we agreed to identify genomic elements for editing to attribute nematode resistance in soybean and then perform such edits on TMG's commercial soybean germplasm. In turn, TMG has agreed to validate the efficacy of the edited soybean varieties in greenhouse assays and field trials in Brazil and for incorporation in its breeding pipeline.

Throughout 2025, the TMG team performed several phenotyping cycles on seeds engineered by Evogene to test for Nematode resistance. The data presented to be positive. The results are currently under analysis.

Under the collaboration and license agreement, TMG obtained a worldwide, royalty-bearing license to incorporate genome edits originating from the collaboration in its soybean varieties. Evogene, on the other hand, obtained a non-exclusive, royalty-bearing license to commercialize such genome edits and soybean lines, subject to certain exclusivity restrictions. According to the collaboration and license agreement, each party is entitled to receive royalty payments from the other party when the products of the collaboration are commercialized, in accordance with the terms set forth therein. In addition, Evogene is entitled to success-based payments upon achievement of pre-defined development milestones.

Crop4Clima

In May 2023, we were awarded a grant as part of the Crop4Clima consortium funded by the EU Horizon's EIC Transition program.

The project's goal was to develop crops, focusing first on canola and rapeseed seeds, with the ability to increase assimilation of CO_2 from the air while requiring less water intake when compared to crops grown under standard agricultural practices, in order to support sustainability goals. Such outcome would support efforts to reduce global warming by using plants with a higher uptake of carbon dioxide accumulation from the atmosphere while enabling the saving of scarce water resources and improved plant tolerance against drought conditions. Furthermore, it is expected that biomass yield per hectare would improve while the plants maintain a high oil content, as demanded by canola-derived products and the biofuel industry.

Other collaborators in this project included the Max Planck Society, Germany's leading basic research institution, IN Society, an Italian not-for-profit that supports small and medium-sized enterprises, or SMEs, that and analyzes the impact of emerging technologies on society, and AgroBioInstitute, a Bulgarian Agricultural Academy institution. Evogene is functioning as the coordinator of the consortium. The first proof of concept of the program took place in April 2025, followed by complex validation trials on two different rapeseed varieties. During these trials, genetically modified plants were confirmed to significantly increase the ability of CO_2 fixation while improving response to drought stress and maintaining their yield as well as nutritional values. The Crop4Clima project was completed on December 31, 2025, with an overall budget of €2.5 million, of which Evogene was awarded approximately €1.52 million to cover our estimated costs in this project.

Revenues

During 2025, except for sales of castor seeds by Casterra, our revenues consisted primarily of revenues generated under a licensing and collaboration agreement between AgPlenus and Bayer AG for the development of a new sustainable weed control solution and our on-farm cultivation services. A breakdown of our revenues by business activity and geographic markets for each of the last three financial years is provided in "Item 5. Operating and Financial Review and Prospects—Key Performance Indicators—Revenues."

In 2026, we expect to continue to develop our product pipelines and initiate new collaborations with an increased focus on strategic relationships for joint product development. We also hope to continue to evolve our organization and to continue to examine new areas in which ChemPass AI can serve as a competitive advantage and additional value can be created in a relatively short period of time.

Major Occurrences and Developments

The following are major occurrences and developments in the Company throughout 2025 and through the date of this Annual Report, reflecting advancement in all areas of activity:

Evogene

- Change in the Composition of the Board of Directors (March 2025) – Mr. Nir Nimrodi was appointed as our chairman of the board of directors. In addition, the Company's President and CEO, Mr. Ofer Haviv, joined as a member of the board of directors.
- Completion Foundation Model (June 2025) - Evogene completed a first-in-class foundation model for generative molecule design, developed in collaboration with Google Cloud.
- Collaboration (August 2025) - Evogene and Professor Ehud Gazit of Tel Aviv University announced a collaboration to develop new therapeutics for metabolic diseases. This collaboration aims to accelerate the discovery and optimization of novel small molecules as potential drug candidates for a range of diseases caused by the ordered self-assembly of small metabolites.
- Change in Management (December 2025) – Evogene appointed Ms. Olga Nissan to serve as Vice President of Business Development of Evogene, effective as of January 1, 2026.

Collaboration (January 2026) - Evogene and Unravel Biosciences, Inc. announced a collaboration to develop a first-in-class therapy to reverse neurological damage in demyelinating disorders.

Lavie Bio

- Acquisition (April 2025) – Lavie Bio signed a definitive agreement under which Dead Sea Works Ltd. (an affiliate of ICL Group Ltd.), or ICL, acquired the majority of its activity. As part of the definitive agreement, ICL also acquired Evogene's MicroBoost AI for AG platform. In July 2025, Lavie Bio completed the transaction for the sale of its activity to ICL.

Biomica

- Change in management and reduction of scope (June 2025) – Biomica's chief executive officer, Dr. Elran Haber, stepped down as Biomica's Chief Executive Officer due to a medical condition and Mr. Ofer Haviv, Evogene's President and Chief Executive Officer, replaced him. In addition, Biomica announced a significant reduction of its internal R&D activity, including a reduction of its headcount. Biomica maintained the trials of its clinical phase I product BMC128, and in February 2026,

Evogene and Shanghai Lishan Biopharmaceuticals Co., or Lishan, entered into an exclusive licensing agreement related to the development, manufacturing and commercialization of BMC128.

Casterra

- Collaboration (November 2025) - Casterra and Fantini Italia S.R.L. announced a strategic collaboration to advance agricultural mechanization for scalable commercial castor farming.

AgPlenus

- New Mode of Action (February 2025) - AgPlenus announced discovery of a new mode of action for fungicides against wheat disease - Zymoseptoria tritici, the fungal pathogen responsible for Septoria tritici blotch, or STB, one of the most devastating diseases affecting wheat crops globally.

Market Segments

Agriculture

Lavie Bio Ltd.

Overview

In 2015, we initiated our activity for developing ag-biological products as a division within Evogene and early in 2019, it was organized under Lavie Bio Ltd., an independent company that upon establishment was wholly-owned by Evogene.

Lavie Bio's aim was to improve food quality, sustainability and agricultural productivity through the introduction of microbiome-based AI-driven ag-biologicals. Ag-biologicals are externally-applied products from biological sources, such as microbial (micro-organisms) and naturally derived biochemistries, designed to improve crop productivity. A sub-segment within the microbial biologicals is the "microbiome", the microbial population living close or within the plant or other organisms, such as pests.

In April 2025, Lavie Bio entered into a definitive agreement pursuant to which Dead Sea Works Ltd. (an affiliate of ICL Group Ltd., or ICL) agreed to acquire the majority of its activity for $15.25 million. As part of the definitive agreement, ICL also agreed to acquire Evogene's *MicroBoost AI* tech engine for Agriculture platform for approximately $3.5 million. Pursuant to the definitive agreement, ICL also acquired Lavie Bio's proprietary Biology Driven Design, or BDD, technology platform, microbial bank, pipeline of advanced development programs and current commercial product offerings. In addition, Lavie Bio's core personnel transferred to ICL. In July 2025, Lavie Bio completed the disposition to ICL.

As of the date of this Annual Report, no additional activity is expected for Lavie Bio in the future. Lavie Bio has distributed and anticipates distributing the majority of its remaining cash to its shareholders, including Evogene, during 2026 and 2027.

AgPlenus Ltd.

Overview

In 2015, we initiated our activity for developing ag-chemical products as a division within Evogene, and in 2018, it was organized under AgPlenus Ltd., an independent company that upon establishment, was wholly-owned by Evogene. AgPlenus aims to design effective and sustainable crop protection products by leveraging computational predictive biology and chemistry. Crop protection refers to the science and practice of managing risks of weeds, plant diseases, and insects that damage agricultural crops and forestry. AgPlenus' activities focus on discovery and development of new mode of action, or MoA, for crop protection products.

Market

According to an August 2024 article published by Global Market Insight, the global crop protection chemicals market was estimated at approximately $91.4 billion in 2023 and is expected to grow to over $132 billion by 2032.[1] Lack of available solutions for pest control and increasing resistance to existing crop protection solutions lead to a pressing need for novel crop protection products. However, due to current technological limitations and increasing regulatory requirements, the development of crop protection products is lengthy, complicated and expensive.

Competition

The ag-chemical R&D market, as described above, can be classified into four key groups of companies: (i) major seed and ag-chemical companies, such as BASF, Bayer, Syngenta Group, FMC and Corteva, with internal research and development units dedicated to development of ag-chemical products, (ii) mid-size ag-chemical companies, mainly Japanese companies focused on the Japanese market, that develop crop protection products, (iii) small to mid-size biotech companies that undertake new approaches to research and develop novel crop protection products, and (iv) academic and agricultural research institutions, which focus on early stage activities.

[1] https://www.gminsights.com/industry-analysis/crop-protection-chemicals-market#:~:text=Crop%20Protection%20Chemicals%20Market%20was,impact%20crop%20yields%20and%20quality

Business Model

AgPlenus' business model is based on two commercialization avenues:

Licensing of product candidates – when product candidates advance towards what is referred to in the industry as a *Lead*, at the end of the discovery stage, or further along the development pipeline, these product candidates gain increased value and can be candidates for licensing to ag-chemical companies. A typical licensing agreement can include upfront payments, payments upon achievement of pre-defined development milestones, and royalties from product sales.

R&D collaborations – by providing a tailored product offering per partner and product type, we seek to build long-term research and development relationships, mitigating the risk associated with building an independent pipeline. A typical collaboration agreement may include upfront payments, R&D payments, payments upon achievement of pre-defined development milestones, and royalties from product sales, which would typically be lower than the royalties under licensing agreements. AgPlenus may use collaboration partners for certain aspects along the development pathway.

Currently, AgPlenus' revenues are derived from research and development payments under early-stage collaborations with Bayer. In the long term, we expect that: (i) as AgPlenus' product candidates advance through development in our partners' pipelines, and to the extent that they are commercialized by AgPlenus' collaboration partners, revenues are expected to include milestone payments and royalty payments; and (ii) as AgPlenus' internal pipeline product candidates further advance, AgPlenus will license its product candidates.

Product Development Programs

Scientific Approach

AgPlenus' approach is based on the disruption of the traditional methods of ag-chemical discovery and optimization by implementing a target-based approach for identifying and developing new MoA crop protection products to address the growing resistance of pests (such as weeds, insects, and fungi) to existing commercial products. AgPlenus utilizes mainly Evogene's ChemPass AI tech engine, as well as other advanced computational technologies and know-how, to drive its ag-chemical discovery.

AgPlenus' approach typically begins with the computational and research-driven identification of protein 'targets', which are proteins that are essential to the performance of the relevant weed, insect or fungi. Following the identification and validation of such targets, AgPlenus identifies candidate Hits, which are chemical compounds (small molecules) that potentially inhibit these targets. AgPlenus screens candidate Hits to identify those that demonstrate an effect on the pest of focus. Hits displaying confirmed activity in the initial validation screens, enter the Hit-to-Lead process, which includes computational optimization and additional, more advanced, validation experiments.

In addition, these capabilities can also be used independently of each other to discover new Hits for known targets, to optimize an existing Hit to Lead and to optimize a commercial molecule.

Product Development Cycle

The product development cycle for ag-chemical products is generally comprised of several stages, described as follows:

Discovery stage

- Identification of Targets – identification and validation of vital targets or proteins that when inhibited (for instance, by a chemical), lead to weed, insect or fungi death.
- Identification of Hits – screening of chemical compounds for the identification of candidate Hits that potentially inhibit identified vital targets and are capable of achieving the desired impact on the weeds, insects or fungi of interest. The discovery process includes *in-silico* as well as biological screening and validation activities.
- Hit-to-Lead process – Hits displaying confirmed activity in the initial validation screens will enter the Hit-to-Lead process, including several optimization cycles, each constructed of compound design (in our case, focusing on computational optimization), synthesis of compounds and validation experiments. This stage ends with a 'Lead' compound, which is a validated Hit that has confirmed activity in advanced validation screens proving field translation in initial trials.

Lead optimization stage

- In this stage, multiple field trials are conducted in diverse geographies, as well as greenhouse experiments on resistant weed biotypes and on commercial crops, and the compound structure and formulation are finalized. Lead optimization also entails initial toxicology tests, process engineering on the molecule and a significantly detailed cost of goods analysis.

Pre-development stage

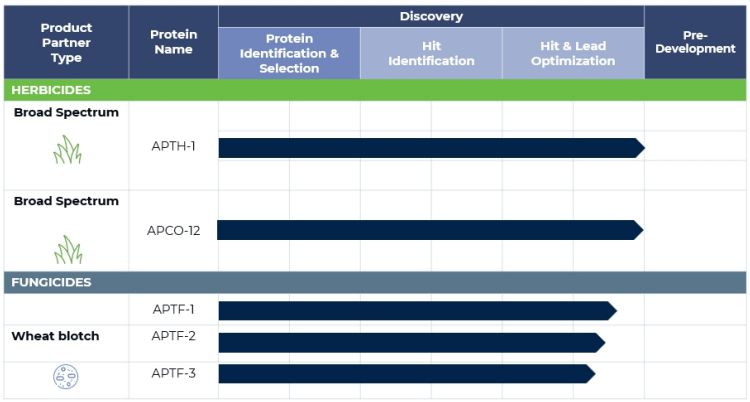
- In this stage, field trials to validate all commercial cases are conducted, including testing product mixtures, as well as additional safety trials. This stage ends with a 'Pre-Development' compound.

Development, regulation and registration stage

- In the final development phases, new chemical products are registered with the proper regulatory authorities in relevant territories and then launched for commercialization. We expect that these last stages of development will be conducted by our collaboration partners or licensees of our product candidates.

Product Development Pipeline

The following table sets forth AgPlenus' main internal product development programs:



In 2024, AgPlenus partnered APTH1 with Bayer and continued to develop fungicides for the fungus, Zymoseptoria tritici, responsible for Septoria Blotch in wheat. In 2025, AgPlenus focused on developing its Zymoseptoria Tritici program, and despite a reduction in the number of employees, AgPlenus advanced its development candidates through the development process.

Key Collaborations

Corteva – Herbicides

In March 2020, AgPlenus entered into a multi-year collaboration with Corteva for the discovery and development of novel herbicides. Under the terms of the collaboration agreement, AgPlenus and Corteva work together to optimize herbicide product candidates originating from AgPlenus' pipeline. The joint research period under this agreement has been concluded. Successful candidates from this collaboration are expected to be further developed by Corteva.

Pursuant to the collaboration agreement, Corteva obtained a worldwide, royalty-bearing, exclusive license to use and modify chemical compounds identified under the collaboration to develop and commercialize weed control products containing such compounds. Moreover, AgPlenus was entitled to research and development payments and is entitled to milestone payments upon achievement of certain development milestones as well as royalty payments from future sales of products developed under the collaboration.

Bayer AG – Herbicides

In February 2024, AgPlenus entered into licensing and collaboration agreements with Bayer AG, or Bayer, for the development of a new sustainable weed control solution. This agreement grants Bayer an exclusive license for the development and commercialization of products developed within the collaboration. AgPlenus will be entitled to receive an upfront payment, ongoing research funding, milestone payments, and royalties based on future product sales, subject to certain conditions set forth therein.

Intellectual Property

AgPlenus is seeking patent protection for intellectual property rights covering its leading product candidates in main target markets. Currently, AgPlenus has three granted patents in Israel and one granted patent in Europe, and 37 patent applications for these three product candidates pending across various jurisdictions.

Government Regulation of our Operations

AgPlenus' research & development activities in Israel (such as laboratory work, greenhouse and field experiments) and are regulated by the provisions of several Israeli governmental agencies. Violation of these regulations may expose us to criminal or civil actions and may impose liability on us. For more information please see "Item 3.D. Risk Factors—Our business (including each of the businesses of our respective subsidiaries) and that of our collaborators' are subject to various government regulations and, if we or our collaborators are unable to comply with the relevant respective law and regulations and/or obtain the necessary regulatory approvals, we may not be able to continue our operations."

Government Regulation of Product Candidates

Regulatory approvals are required prior to the commercialization and importation of ag-chemical products in most countries. While we work toward the development of each of the particular products, the regulatory approval is typically effectuated through our collaborators, per the terms of our collaboration agreements. AgPlenus believes that its collaborators would likely sell products containing its compounds in the U.S., the EU, Brazil and Argentina, and would therefore require such regulatory approvals prior to the commercialization and sale of such products in those jurisdictions.

Raw Materials

AgPlenus does not significantly rely upon any sources of raw materials for its operations. However, a large supplier of research molecules is Enamine, which is based in Ukraine and has had some limitations in access to molecules since the war in Ukraine. We actively identify multiple contract research organization to minimize this risk.

Seasonality

The field testing of AgPlenus' leading product candidates, which have reached advanced stages of product development, are highly dependent on crop seasonality.

Currently, AgPlenus does not have any commercialized products and therefore, its revenues are not subject to variations based on seasonality. However, our expectation is that, in the future, sales cycle of the products AgPlenus develops will be dependent on crop seasonality.

Human Health

Biomica Ltd.

Overview

In 2017, we established Biomica, a subsidiary focused on the discovery and development of innovative human microbiome-based therapeutics. The human microbiome is an array of more than 100 trillion microorganisms that live on and in our bodies, creating a community of symbiotic, commensal and pathogenic bacteria, all of which call the human body home. These microbes have numerous beneficial functions relevant to supporting life, such as digesting food, preventing disease-causing pathogens from invading the body, and synthesizing essential nutrients and vitamins. Numerous studies have shown the connection between the human microbiome and various medical disorders, and the search for microbiome therapies and treatments is a rapidly growing focus for biotherapeutics research and development.

In June 2025, Biomica's Chief Executive Officer Dr. Elran Haber, stepped down from his role due to a medical condition and was replaced by Mr. Ofer Haviv, Evogene's President and Chief Executive Officer. In addition, Biomica announced it would significantly reduce its internal R&D activity, including a reduction in its headcount.

During 2025, as a result of a reduction in its activities, Biomica ceased development of its Inflammatory Bowel Diseases and Irritable Bowel Syndrome programs, which were both previously in the pre-clinical development phase.

As of the date of this Annual Report, Biomica employs 1.5 full-time employees. Biomica will maintain its clinical phase I trial with its product, BMC128, which is designed primarily to evaluate the safety and tolerability of BMC128, in combination with nivolumab, an anti-PD1 immune checkpoint inhibitor, in patients with non-small cell lung cancer (NSCLC), melanoma, or renal cell carcinoma (RCC), and is expected to be completed by June 2026.

On February 4, 2026, Biomica, entered into an exclusive worldwide licensing agreement with Shanghai Lishan Biopharmaceuticals Co., Ltd., or Lishan Biotech, for BMC128 (designated as LS-LBP-002 by Lishan Biotech), a microbiome-based therapeutic designed to enhance anti-tumor immune activity. This agreement grants Lishan Biotech exclusive rights (subject to reaching certain commercial milestones) to further develop, manufacture and commercialize the BMC128, which was developed by Biomica. Pursuant to the terms of the licensing agreement, Biomica is eligible to receive development milestones payments upon progress of Lishan Biotech's clinical trials and receipt of regulatory approvals, sales milestones payments, and royalties from Lishan Biotech's sales of future products, subject to certain conditions set forth therein.

Following the execution of the agreement with Lishan Biotech and the completion of phase-I of the clinical trial for BMC 128, no further activity is expected for Biomica. Biomica anticipates distributing the majority of its remaining cash to its shareholders, including Evogene.

Industrial Applications

Casterra Ag Ltd.

Overview

Our activities related to castor seeds were initiated in 2007 and in 2012 were organized under a wholly owned subsidiary, currently named Casterra Ag Ltd. Casterra focuses on the development of an integrated solution for castor cultivation, including advanced non-GMO high-yielding castor seed varieties, compatible agricultural machinery, and agronomic protocols. Casterra's main target markets are Africa and Brazil, where large scale castor agriculture and industry are well established. During 2025, Casterra's sales of seeds reached $2,168 thousand, and it increased its production capabilities by signing agreements with seed producers in Kenya and Brazil.

Due to a reduction in the level of activity of Casterra's principal customer in Africa in the field of castor oil production, Casterra is currently focusing most of its efforts on the Brazilian market. Brazil is an established market for castor cultivation on a significant commercial scale, characterized by multiple players and an emerging sector of mechanized castor farming, for which Casterra's varieties are well suited. In commercial fields and field trials conducted in Brazil during 2025, the results obtained for Casterra's three commercial castor seed varieties – 701, 712 and 716 – demonstrated high commercial potential and attractive economic viability. As a result of the change in operational focus, Casterra has reduced its workforce that was designated for activities in Africa and plans to sell its seed inventory in Africa as grains rather than as seeds.

Market

Castor beans are grown for their high-quality oil, which is used for the production of bio-based products for various industrial applications such as cosmetics, pharmaceuticals, paints, lubricants, plastics, coats, films and others. The global castor oil market is projected to grow from an estimated value of $1.36 billion in 2025 to reach $1.83 billion by 2035, at a CAGR of 3.2%.[2]

Castor is primarily cultivated as a "low-tech" crop in its primary production regions globally, employing traditional methods such as manual sowing and harvesting. Castor oil possesses a distinct chemical composition among plant oils, exhibits a smaller market share, and is priced substantially higher compared to other plant-based oils (e.g., palm oil, soybean oil, rapeseed oil, and sunflower oil).[3][4]

Due to its unique chemical properties, castor oil is suitable as a substitute for fossil fuels in numerous significant industrial applications and holds the potential to transform into a crucial lower carbon, biodegradable feedstock for industrial markets.[5]

For this transformation to occur on a largescale, production volumes must increase, and prices must decrease, transforming castor oil into a commodity rather than a specialized premium market.[6] Casterra estimates that employing its proprietary castor seeds, coupled with tailored mechanized solutions and agronomic expertise, can significantly reduce these costs and support scalable, dependable, and cost-effective castor farming.

Competition

Casterra's competition in its target markets mainly includes a few companies that supply castor seeds to growers worldwide, such as Kaiima Seeds (Brazil, Africa) and Terasol (Brazil).

Business Model

Casterra's business model is to sell its proprietary castor seed varieties to castor growers, together with targeted agro-technical support. Casterra's offering includes high yielding varieties with plant structure suitable for mechanized harvest, best practices for large-scale castor growing, and advanced compatible mechanical harvesting and dehulling solutions.

Key agreements

Casterra Agreements with ENI and its Affiliate

On June 21, 2023, Casterra announced that it entered into a framework agreement to sell seeds of its proprietary castor varieties to ENI Kenya B.V., or ENI, for cultivation in specific African territories at a commercial scale for biofuel production. During the first quarter of 2025, Casterra delivered orders (which were backlog from the prior year) valued at approximately $2,168 thousand. As of the date of this Annual Report, the Company has not received any additional seed orders from ENI.

Intellectual Property

Casterra's policy is to register 'breeders rights' over its commercial castor varieties, in target territories. As of the date of this Annual Report, Casterra is in the process of filing breeders rights in Europe and Africa. To date, Casterra has registered its commercial varieties in Brazil.

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[2] https://www.futuremarketinsights.com/reports/castor-oil-market
[3] https://www.researchgate.net/publication/345766202_Castor_oil_Ricinus_communis_a_review_on_the_chemical_composition_and_physicochemical_properties
[4] Commodity Prices - Price Charts, Data, and News - IndexMundi
[5] https://link.springer.com/article/10.1186/s40508-016-0055-8#Fig2
[6] https://www.24chemicalresearch.com/reports/293992/castor-oil-its-derivatives-forecast-market?utm_source=chatgpt.com

Government Regulation of our R&D Operations

Casterra's activities in Israel in the field of seeds are regulated by the Israeli Ministry of Environmental Protection. Pursuant to these regulations, Casterra is required, among other things, to obtain toxins permits, which allow it to conduct experiments using "hazardous materials," as such term is defined in the applicable regulations, and to follow specific rules regarding waste disposal. Violation of these regulations may expose Casterra to criminal penalties, administrative sanctions and responsibility to compensate those injured for any environmental damages.

Government Regulation of Seed Import

Seed import is subject to field and warehouse inspection by the regulator in the country of destination for compliance with the local regulations. These regulations typically include, among others, phytosanitary inspection for pests and diseases.

Raw Materials

Casterra does not significantly rely upon any sources of raw materials for its operations.

Seasonality

Casterra's castor seed business in general, and revenues in particular, generated from sales of castor seeds and related agro-technical services to local castor growers, are subject to variations based on crop seasonality. The timing of Casterra's seed production, as well as the delivery of castor seeds to its partners and revenue recognition with respect to such seed sales, derive substantially from the seasonality of castor growing in the seed production locations and in the target markets.

C. Organizational Structure

The legal name of our company is Evogene Ltd. and we are organized under the laws of the State of Israel. As of the date of this Annual Report, we hold directly and indirectly the percentage indicated of the issued and outstanding capital stock of the following significant subsidiaries:

Name of Subsidiary	Jurisdiction	Ownership Interest
AgPlenus Ltd.	Israel	98.3% (1)
Biomica Ltd.	Israel	75.8% (2)
Casterra Ag Ltd. (formerly known as Evofuel Ltd.).	Israel	99.5% (3)
Lavie Bio Ltd.	Israel	68.9% (4)

(1) The remaining 1.7% of AgPlenus Ltd.'s issued and outstanding share capital is held by AgPlenus' former Chief Executive Officer and current director as a result of exercise of options.
(2) The remaining 24.2% of Biomica Ltd.'s issued and outstanding share capital is held by: (i) SHC, who holds 22.7%, and (ii) Biomica's Chief Technology Officer, who holds 1.5%. For more information see "Item 4.B. Information on the Company—Business Overview—Market Segments—Human Health—Biomica Ltd.—Overview".
(3) The remaining 0.5% of Casterra Ag Ltd.'s issued and outstanding share capital is held by Casterra's former employee as a result of exercise of options.
(4) The remaining 31.1% of Lavie Bio Ltd.'s issued and outstanding share capital is held by (i) Pioneer Hi-Bred International, Inc. (also known by the name Corteva), who holds 26.6%, and (ii) Lavie Bio's former employees, who hold 4.5% as a result of exercise of options.

D. Property, Plants and Equipment

Our principal facility is located in Rehovot, Israel and consists of 1,870 square meters (approximately 20,129 square feet) of leased office space accommodating our corporate offices and our molecular, microbial and crop protection labs. The lease for this facility will expire December 31, 2027; however, we have an option to extend it until December 31, 2030.

We perform most of our testing in plants, or *in-planta* testing, at our "Greenhouse Research Center", located on two adjacent lots that we lease outside Rehovot. The first lease covers approximately 13,500 square meters (approximately 145,000 square feet) of land, and expires on July 21, 2028. The second lease covers approximately 10,000 square meters (approximately 108,000 square feet) of land and expires on May 10, 2028, and we hold an option to renew such lease for an additional 24-month period.

The Greenhouse Research Center contains greenhouses, which are used for various *in-planta* experiments of the company, its subsidiaries and other third parties. In addition, the Greenhouse Research Center contains warehouses, office facilities and seed banks.

Our office space facilities are 80% utilized, while our lab space and farm facilities are 50% utilized. We have no material tangible fixed assets apart from the leased properties described above. We believe that our currently leased facilities meet our needs for the short and mid-terms.

Item 4A. Unresolved Staff Comments

None.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The information contained in this section should be read in conjunction with our consolidated financial statements as of, and for the year ended, December 31, 2025 and related notes and the information contained elsewhere in this Annual Report. Our financial statements have been prepared in accordance with IFRS as issued by the IASB. This discussion contains forward-looking statements that are subject to known and unknown risks and uncertainties. As a result of many factors, such as those set forth under "Item 3. Key Information—D. Risk Factors" and "Special Note Regarding Forward-Looking Statements," our actual results may differ materially from those anticipated in these forward-looking statements.

Summary

Evogene has four main subsidiaries, each focused on a different type of product and target market. Each subsidiary has its own board of directors, management team, research and development, or R&D, and business development teams that focus on developing its own pipeline and go-to-market activities. At the same time, each subsidiary benefits from using Evogene's technology under an exclusive license from Evogene to use the tech-engines' discovery and development that are relevant to the subsidiary's field of activity. The terms of these licenses provide that the subsidiary owns the discoveries and product candidates that result from the utilization of the respective tech engine, while Evogene retains all rights to the tech-engines themselves. According to the characteristics of the end-market, the subsidiaries can decide to commercialize their products independently or in collaboration with partners. During 2025 and early 2026, as part of our new business strategy, most of Lavie Bio's assets were sold, Biomica licensed its BMC128 to Lishan Technologies and Casterra ceased its activity in Africa, AgPlenus was integrated into our core activity. Information on our new strategy is set forth in this Annual Report under "Item 4. INFORMATION OF THE COMPANY —B. Business Overview.

Another business model is product development. This can be done either independently or through collaborations. In this business model Evogene either initiates internally or engages with partners for joint development of defined products, in alignment with the partners. In the case of a collaborative engagement, Evogene typically conducts the computational discovery activity, while the partner performs the experimental parts of the discovery process. Later stage development and commercialization are carried out by the partner. Under this model, Evogene's potential revenues include R&D funding for activities that Evogene conducts in the collaboration, milestone payments for when the candidates advance in our partners' pipelines and revenue sharing from the end-product.

Today, Evogene has a number of small scale collaborations, and we aim to engage in additional collaborations in the future.

Key Performance Indicators

Revenues

Our revenues are principally derived from research and development payments under our collaboration and licensing agreements and related arrangements with our collaborators. Some of our agreements with collaborators also provide for success-based payments, such as milestone payments paid by our collaborators upon the occurrence of certain specified events and royalty revenues based on the sales or transfer of products our collaborators develop that contain, or are based on, our discoveries, which we license to them. We have not yet generated revenues from royalty payments. In June 2023, Casterra, our subsidiary that focuses on the development and sale of proprietary improved castor seed varieties, announced that it signed a framework agreement with ENI for the sale of castor varieties at a commercial scale for biofuel production. Under this agreement, Casterra received an order totaling $9.1 million. In addition, during June 2023 Casterra received an additional order totaling approximately $2.2 million to supply castor seeds. During the second quarter of 2024, Casterra received an additional purchase order totaling approximately $440 thousand to supply castor seeds to a new African country in 2024. Under the framework of these agreements, during 2025 Casterra supplied castor seeds in an amount of approximately $2.2 million. By the end of 2025, due to a significant decline in demand for castor seeds, Casterra ceased its operations in Kenya, reduced its headcount and overall expense level, and is currently focusing its activities on the Brazilian market.

During July 2023, Lavie Bio entered a licensing agreement with Corteva and granted it exclusive rights to advance and commercialize Lavie Bio's lead bio-fungicides, LAV311 and LAV312. Lavie Bio received an initial payment of $5 million, in two installments: an initial payment of $2.5 million in September 2023 and a second payment of $2.5 million in March 2024. In addition, Lavie Bio Ltd. was also eligible for additional future milestone payments and royalties from Corteva's sales of the products. In November 2024, Lavie Bio terminated its licensing agreement with Corteva. Lavie Bio regained full rights and freedom to operate the licensed technology and the lead bio-fungicide candidates.

On April 21, 2025, we announced the acquisition of most of the activities of Lavie to ICL for a total consideration of $15,250. In addition, ICL acquired our MicroBoost AI TechEngine for the agriculture field for a total consideration of $3,464. In connection with the transaction, Lavie Bio redeemed a SAFE which was entered into with an ICL affiliate in August 2022.

On February 16, 2024, AgPlenus entered into a licensing and collaboration agreement with Bayer for the development of a new sustainable weed control solution. This licensing and collaboration agreement grants Bayer an exclusive license for the development and commercialization of products developed within the collaboration. According to this licensing and collaboration agreement, AgPlenus was entitled to receive a license payment, ongoing research funding, milestone payments, and royalties based on future product sales, subject to certain conditions as stipulated in the agreement.

Breakdown of Revenues by Operating Segment:

The following table presents a breakdown of net revenues by operating segment for the periods indicated.

Operating Segment:	**2025**	**2024 (*)**	**2023 (*)**
	(U.S. dollars, in thousands)		
Agriculture	$ 1,374	$ 2,955	$ 1,133
Industrial application	2,168	2,219	1,075
Human health	-	80	487
Unallocated	311	323	287
Total	**$ 3,853**	**$ 5,577**	**$ 2,982**

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

Geographical Breakdown of Net Revenues

The following table presents net revenues by geographic breakdown of customers as a percentage of our total net revenues for the periods indicated. This data refers to the location of the customer and does not take into consideration the location of the end-user (to the extent it is different).

Geographical Region:	**2025**	**2024 (*)**	**2023 (*)**
United States	9%	17%	33%
Israel	12%	11%	31%
Europe	26%	41%	1%
Africa	53%	31%	35%
Total	100%	100%	100%

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations

Cost of Revenues

Cost of revenues primarily consists of development costs incurred in conjunction with our collaborations, which include: salaries and related personnel costs for our research and development employees working on the collaborations; payments to third party suppliers and producers; and the cost of disposable materials (such as seeds, laboratory supplies, fertilizer, water and soil), and expenses related to retaining advisors, who primarily consist of biological advisors.

Operating Expenses

Research and Development Expenses, net: Research and development expenses primarily consist of costs related to our internal or independent research and development activities, as opposed to development costs incurred in connection with our collaborations (which are included in cost of revenues). These independent activities of ours include the further development of our product pipeline, enhancement and expansion of our CPB platform and improvement of our computational, scientific and validation technologies, know-how and capabilities used by our subsidiaries and product divisions. Research and development costs include: salaries and related personnel costs (including share-based compensation); payments to third party suppliers and subcontractors, field-trials and pre-clinical studies carried out by third parties; cost of disposable materials; expenses associated with participation in professional conferences; operational overhead costs, which include costs related to leasing and operating our office, laboratory facilities and greenhouses; depreciation of property, plant and equipment; and amortization of intangible assets. Expenses related to our intellectual property, such as legal and other costs associated with patent applications, are also included as research and development expenses. We expect that our research and developments expenses will decrease during 2026 due to our intention to focus our efforts on the use of our *ChemPass AI* tech-engine in the field of AI powered drug discovery in the pharma market segment, and due to the implementation of certain expense reduction measures on our and our subsidiaries' levels.

Sales and Marketing Expenses: Sales and marketing expenses consist of costs primarily related to commercialization activities of our subsidiaries for product launch and maintaining our relationships with our collaborators and establishing new collaborations. These costs include salaries and related personnel costs (including share-based compensation), travel expenses and expenses related to legal and professional services. We expect that our sales and marketing expenses will be decreased during 2026 due to the implementation of certain expense reduction measures on our and our subsidiaries' levels.

General and Administrative Expenses: General and administrative expenses mainly consist of salaries and related personnel costs (including share-based compensation) for our general and administrative employees; legal, D&O liability insurance, and professional services; expenses related to HR activities and employee benefits and welfare; expenses for consulting; and other expenses associated with being a U.S. publicly listed company. We expect that our general and administrative expenses will be decreased during 2026 due to the implementation of certain expense reduction measures on our and our subsidiaries' level.

Financing Income and Expenses

Financing income primarily consists of interest income on our cash bank deposits, income related to a remeasurement of warrants and pre-funded warrants, income related to a revaluation of outstanding convertible amount of $10.0 million invested in our subsidiary Lavie Bio under a SAFE agreement with ICL and foreign currency exchange income.

Financing expenses primarily consist of expenses related to excess of initial fair value of pre-funded warrants over transaction proceeds; expenses related to amortization of deferred expenses related to issuance of warrants; foreign currency exchange expense; interest expense for our operating lease liability; expenses related to a revaluation of outstanding convertible amount of $10.0 million invested in our subsidiary Lavie Bio under a SAFE agreement with ICL; and expenses related to bank charges and commissions. The interest due on government grants is also considered a financial expense and is recognized beginning on the date on which we receive the grant until the date on which the grant is expected to be repaid.

Taxes on Income

We do not generate taxable income in Israel, as we have historically incurred operating losses resulting in carryforward tax losses totaling approximately $226 million as of December 31, 2025, to be carried forward indefinitely to future tax years. Accordingly, we do not expect to pay taxes in Israel for the foreseeable future, until we have taxable income after the full utilization of our carryforward tax losses.

Our U.S. subsidiaries, Evogene Inc., Lavie Bio Inc., Lavie Bio Tech Inc., Taxon Biosciences Inc. and AgPlenus Inc. are subject to U.S. income taxes. In 2025, the tax rates applicable to those companies were approximately 21% and 3.41% (federal tax and state tax, respectively, where those companies operate).

Segment Data

We divide our operations into three operating segments – agriculture, human health and industrial applications, as follows:

- *Agriculture*: our agriculture segment includes our division and subsidiary engaged in agricultural activities, including seed traits activity and ag-chemicals activity (through our subsidiary AgPlenus).
- *Human Health:* our human health segment focuses mainly on discovery and development of human microbiome-based therapeutics (through our subsidiary Biomica) and Canonic (which ceased its operations in 2024). In addition, we design novel, highly potent, small molecules, optimized across multiple-parameters, for drug development, by utilizing ChemPass AI, our computational generative AI engine.
- *Industrial Applications*: our industrial applications segment focuses on the development and commercialization of improved castor bean seeds for industrial uses (through our subsidiary Casterra).

The following table presents our revenues, cost of revenues, depreciation expenses and operating loss from continued operations, by segment, for the periods presented:

	Agriculture (*)	Industrial Applications	Human Health	Unallocated (*)	Total
	(U.S. dollars, in thousands)				
Year ended December 31, 2025					
Revenues	$ 1,374	$ 2,168	$ -	$ 311	$ 3,853
Cost of revenues	$ (428)	$ (3,553)	$ -	$ (113)	$ (4,094)
Depreciation expenses	$ (124)	$ (94)	$ (101)	$ (203)	$ (522)
Operating loss	$ (4,097)	$ (3,540)	$ (2,653)	$ (3,744)	$ (14,034)
Year ended December 31, 2024					
Revenues	$ 2,955	$ 2,219	$ 80	$ 323	$ 5,577
Cost of revenues	$ (952)	$ (1,290)	$ (98)	$ (40)	$ (2,380)
Depreciation expenses	$ (201)	$ (32)	$ (141)	$ (205)	$ (579)
Operating loss	$ (6,120)	$ (2,411)	$ (7,240)	$ (3,033)	$ (18,804)
Year ended December 31, 2023					
Revenues	$ 1,133	$ 1,075	$ 487	$ 287	$ 2,982
Cost of revenues	$ (370)	$ (460)	$ (620)	$ (40)	$ (1,490)
Depreciation expenses	$ (147)	$ (31)	$ (213)	$ (267)	$ (658)
Operating loss	$ (7,074)	$ (39)	$ (10,349)	$ (4,769)	$ (22,231)

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

A. Operating Results

The following table sets forth our overall results of operations (on an unsegmented basis) for the years ended December 31, 2023, 2024 and 2025. The below discussion of our results of operations omits a comparison of our results for the years ended December 31, 2023 and 2024. In order to view that discussion, please see "Item 5. Operating and Financial Review and Prospects—A. Operating Results—Comparison of Period-to-Period Results of Operations" in our Annual Report on Form 20-F for the year ended December 31, 2024, which we filed with the SEC on March 27, 2025.

	2025	2024 (*)	2023 (*)
Consolidated Statements of Comprehensive loss:			
(*U.S. dollars, in thousands*)			
Revenues	$ 3,853	$ 5,577	$ 2,982
Cost of revenues:			
Inventory impairment	2,180	-	
Other cost of revenues	1,914	2,380	1,490
Total Cost of Revenues	4,094	2,380	1,490
Gross profit (loss)	(241)	3,197	1,492
Operating expenses (income):			
Research and development, net	7,994	12,511	16,196
Sales and marketing	1,476	1,983	2,152
General and administrative	4,286	6,993	5,375
Other expenses	37	514	-
Total operating expenses, net	13,793	22,001	23,723
Operating loss	(14,034)	(18,804)	(22,231)
Financing income	2,508	7,393	1,213
Financing expenses	(1,933)	(3,358)	(928)
Share of loss of an associate	39	39	-
Loss before taxes on income	(13,498)	(14,808)	(21,946)
Taxes on income	1	9	19
Loss from continuing operations	(13,499)	(14,817)	(21,965)
Income (loss) from discontinued operations, net	5,672	(3,237)	(3,989)
Loss	$ (7,827)	$ (18,054)	$ (25,954)

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

Year Ended December 31, 2025 Compared to Year Ended December 31, 2024

Preliminary Note Re: Lavie Bio and MicroBoost AI for Ag

The financial results for the year ended December 31, 2025 of Lavie Bio and the MicroBoost AI for Ag operations, are presented as a single-line item in Evogene's consolidated statements of profit and loss and in this Operating and Financial Review and Prospects under the caption – "Income (loss) from discontinued operations, net". This accounting treatment follows our sale of the majority of Lavie Bio's activities and the MicroBoost AI for Ag. As a result, all prior period amounts presented were reclassified to conform to this presentation.

Revenues

Our total revenues decreased by approximately $1.7 million, or 30.4%, to approximately $3.9 million for the year ended December 31, 2025 from $5.6 million for the year ended December 31, 2024. The decrease was primarily driven by lower revenue recognized from AgPlenus' activity, which included one-time payment during the first quarter of 2024 and revenues recognized from the collaboration agreement with Corteva, which was completed during 2024.

Cost of Revenues

Cost of revenues increased by approximately $1.7 million, or 70.8%, to approximately $4.1 million for the year ended December 31, 2025 from $2.4 million for the year ended December 31, 2024. The increase was primarily attributable to an inventory impairment of approximately $2.2 million recorded by Casterra during the fourth quarter of 2025 mainly due to its decision to cease its operations in Kenya as noted above.

Gross Profit

Gross profit decreased by approximately $3.4 million, or 106.3%, to a loss of approximately $0.2 million for the year ended December 31, 2025 from a profit of approximately $3.2 million for the year ended December 31, 2024, due to the combined impact of changes in our revenues and cost of revenues, as described above.

Operating Expenses

Research and Development Expenses, Net. Research and development expenses decreased by approximately $4.5 million, or 36.0%, to approximately $8.0 million for the year ended December 31, 2025 from approximately $12.5 million for the year ended December 31, 2024. The decrease was primarily due to reduced expenses in Biomica, Casterra and AgPlenus as compared to the same period the previous year.

Sales and Marketing Expenses. Sales and marketing expenses decreased by approximately $0.5 million, or 25.0%, to approximately $1.5 million for the year ended December 31, 2025 from approximately $2.0 million for the year ended December 31, 2024. The decrease was mainly due to reductions in Evogene and Biomica personnel costs.

General and Administrative Expenses. General and administrative expenses decreased by approximately $2.7 million, or 38.6%, to approximately $4.3 million for the year ended December 31, 2025 from approximately $7.0 million for the year ended December 31, 2024. This decrease was mainly attributable to expenses recorded during the year 2024 related to a provision for doubtful debt for one of Casterra's seed suppliers as well as transaction costs associated with Evogene's fundraising in August 2024. Additional decrease is attributable to a reduction in Biomica's activities and personnel costs during 2025.

Other Expenses, net. Other expenses, net of approximately $37 thousand were recorded in 2025, which was mainly due to the impairment of fixed assets associated with the reduction in Biomica's activities, and partially offset by income recognized in the first quarter of 2025 related to the accounting treatment of Evogene's sub-lease agreement. The decision to cease Canonic's operations in the first half of 2024 resulted in other expenses of approximately $0.5 million, primarily due to the impairment of fixed assets.

Financing Income and Expenses

Foreign currency and exchange risk

A significant portion of our expenses is denominated in currencies other than the U.S. dollar. The Company is therefore subject to non-U.S. currency risks and non-U.S. exchange exposure, especially the NIS. A significant portion of our operating costs are in Israel, consisting principally of salaries and related personnel expenses, and facility expenses, which are denominated in NIS. This foreign currency exposure gives rise to market risk associated with exchange rate movements of the U.S. dollar against the NIS and other currencies. Furthermore, we anticipate that a significant portion of our expenses will continue to be denominated in NIS. We do not hedge against currency risk through the use of forward currency contracts or other financial instruments. See "Item 3D. Risk factors—Risks Relating to Our Incorporation and Location in Israel between the U.S. dollar and the NIS may negatively affect our financial results." Exchange rates can be volatile and a substantial change of foreign currencies against the U.S. dollar could increase or reduce the Company's expenses and net loss and impact the comparability of results from period to period. The appreciation (devaluation) of the NIS in relation to the U.S. dollar amounted to (0.6%) and 12.5% as of December 31, 2024, and 2025, respectively.

Financing Income. Financing income decreased by approximately $4.9 million, or 66.2%, to approximately $2.5 million for the year ended December 31, 2025 from approximately $7.4 million for the year ended December 31, 2024. This decrease was mainly associated with accounting treatment of pre-funded warrants and warrants issued in August 2024. Pre-funded warrants and warrants were classified as a liability on the consolidated statements of financial position, were initially recorded at fair value and subsequently remeasured at each reporting period using the Black-Scholes option pricing model. As a result, during 2025 we recorded financial income related to the remeasurement of warrants and pre-funded warrants of approximately $1.8 million as compared to financial income of approximately $6.5 million in same period of 2024.

Financing Expenses. Financing expenses decreased by approximately $1.5 million, or 44.1%, to approximately $1.9 million for the year ended December 31, 2025 from $3.4 million for the year ended December 31, 2024. The decrease was mainly associated with accounting treatment of pre-funded warrants and warrants issued in August 2024. As of the date of the offering in August 2024, the excess of the initial fair value of pre-funded warrants over the transaction proceeds was recorded as financial expenses. The excess of initial fair value over the transaction proceeds of Series A ordinary warrants and Series B ordinary warrants was deferred and amortized to financial expenses over the term of the warrants. As a result of this treatment, we recorded financial expenses of approximately $1.3 million, during 2025 as compared to financial expenses of approximately $3.2 million recorded during 2024. This decrease was partially offset by increased financing expenses related to revaluation of liabilities in respect of government grants of approximately $0.2 million we recorded during 2025.

Taxes on Income

For the years ended December 31, 2025 and 2024, we recorded insignificant amounts for taxes on income in Israel and an insignificant amount of taxes with respect to U.S. subsidiaries.

Income (loss) from Discontinued Operations, net

Income from discontinued operations, net for the year ended December 31, 2025 increased by approximately $8.9 million or 278.1% to approximately $5.7 million, compared to a loss from discontinued operations, net of approximately $3.2 million in the same period of 2024. These amounts primarily reflect the financial results of Lavie Bio's operations as well as expenses related to the development and maintenance of MicroBoost AI for Ag. Following the sale of the majority of Lavie Bio's assets as well as our MicroBoost AI for Ag to ICL during 2025, we recognized a gain on sale of approximately $6.4 million which is also included in the *Income (loss) from Discontinued Operations, net,* for the year of 2025.

Loss

The amount of our overall loss decreased by approximately $10.3 million, or 56.9%, to approximately $7.8 million for the year ended December 31, 2025, from $18.1 million for the year ended December 31, 2024. This decrease reflected the cumulative effect of all of the above-described line items from our consolidated statements of profit or loss.

B. Liquidity and Capital Resources

Our working capital requirements generally reflect the growth in our business and have historically been provided by cash raised from our investors, payments from our collaborators and government grants. As of December 31, 2025, we had cash and cash equivalents of approximately $13.0 million, and working capital of approximately $12.2 million, which is calculated by subtracting our current liabilities from our current assets. As of December 31, 2025, we had approximately $3.1 million of outstanding long-term indebtedness related to government grants.

Capital Resources

In 2025, our primary sources of liquidity were cash on hand, proceeds from the issuance of ordinary shares, proceeds the sale of majority of Lavie Bio's assets as well as our MicroBoost AI for Ag to ICL, from collaboration and licensing agreements and revenues from the selling of castor seeds.

Recent Public Offerings of Ordinary Shares

Sales Agreement

On March 28, 2024 we entered into a Sales Agreement, or the Lake Street Sales Agreement, with Lake Street Capital Markets, LLC, or Lake Street, pursuant to which we may offer and sell, from time to time, our ordinary shares, through Lake Street in an "at the market offering", as defined in Rule 415(a)(4) promulgated under the Securities Act of 1933, as amended, for an aggregate offering price of up to $7.3 million. In August 2024 we reduced the maximum aggregate gross sales price of our ordinary shares that may be offered, issued and sold under the Lake Street Sales Agreement, including ordinary shares previously sold, to $4,500,000. As of December 31, 2024 we had sold 10,000 ordinary shares with a weighted average selling price of $8.50 per share, resulting in gross proceeds of approximately $85,000. During June 2025, we issued 1,913,650 ordinary shares with a selling price of $2.31 per share, resulting in gross proceeds of approximately $4.41 million. As of December 31, 2025, we had sold the full amount available under the Lake Street Sales Agreement, which was terminated on September 4, 2025.

Shelf Registration Statement

We have an effective shelf registration statement that registered on Form F-3 up to $200 million of our ordinary shares, debt securities, rights, warrants and units. Because the public float of our ordinary shares is currently less than $75.0 million, we are limited in the amount we can raise during any 12-month period to 1/3 of our public float on the date of sale, which was approximately $3.51 million as of March 19, 2026. This amount may vary according to changes in our share price. We may seek additional capital or strategic considerations, even if we believe we have sufficient funds for our current or future operating plans. Following the effectiveness of our new shelf registration statement, we entered into a new sales agreement with Lake Street, as described above.

2023 Registered Direct Offering

On July 17, 2023, we entered into a definitive securities purchase agreement, or the Securities Purchase Agreement, with certain institutional investors (including SilverArc Capital Management, Altium Capital Management, LP and CVI Investments, Inc.), pursuant to which we issued and sold to such investors in a registered direct offering, or the 2023 Offering, 850,000 ordinary shares, at a purchase price of $10.00 per share. Total gross proceeds to us from the offering were $8.5 million. The total net proceeds after deducting placement agent fees and other offering expenses payable by us were approximately $7.855 million.

We also entered into a letter agreement, or the Placement Agency Agreement, with A.G.P./Alliance Global Partners, as sole placement agent, or the Placement Agent, dated July 17, 2023, pursuant to which the Placement Agent agreed to serve as our placement agent in connection with the Offering. We paid the Placement Agent a cash placement fee equal to 7.0% of the gross proceeds received for the ordinary shares sold in the 2023 Offering.

2024 Registered Direct Offering and Private Placement

On August 23, 2024, we entered into a definitive securities purchase agreement, or the Securities Purchase Agreement, with an institutional investor, or the Investor, pursuant to which we issued and sold to the Investor in a registered direct offering, or the 2024 Offering, (i) 265,000 ordinary shares, and (ii) pre-funded warrants, or the Pre-Funded Warrants, to purchase up to 1,427,308 ordinary shares. The Pre-Funded Warrants have an exercise price of $0.0001 per ordinary share, are immediately exercisable and may be exercised at any time until exercised in full.

In a concurrent private placement, or the Private Placement, we also agreed to sell to the Investor unregistered Series A ordinary warrants to purchase up to 1,692,308 ordinary shares, or the Series A Warrants, and unregistered Series B ordinary warrants to purchase up to 1,692,308 ordinary shares, or the Series B Warrants. Each ordinary share (or Pre-Funded Warrant) is being sold with one Series A Warrant to purchase one ordinary share and one Series B Warrant to purchase one ordinary share at a combined purchase price of $3.25. The Series A Warrants have an exercise price of $3.55 per share, are immediately exercisable upon issuance and will expire five years from issuance. The Series B Warrants have an exercise price of $3.55 per share, are immediately exercisable upon issuance and will expire eighteen months from issuance. Our total gross proceeds from the 2024 Offering and the Private Placement were approximately $5.5 million.

We also entered into a letter agreement dated August 23, 2024, or the Placement Agency Agreement, with A.G.P./Alliance Global Partners, or AGP, as sole placement agent, pursuant to which AGP agreed to serve as the placement agent for us in connection with the 2024 Offering. We paid AGP a cash placement fee equal to 7.0% of the gross proceeds received from the sale of the securities sold in the 2024 Offering.

2026 Warrant Inducement Transaction

On February 10, 2026, we entered into an inducement offer letter agreement with the Investor, or the Inducement Transaction. Pursuant to the Inducement Transaction, in order to induce the Investor to exercise the Series A Warrants and Series B Warrants, the Company issued to the Investor an aggregate of 5,076,924 ordinary warrants, consisting of 2,538,462 Series A-1 ordinary warrants to purchase up to 2,538,462 ordinary shares, or the Series A-1 warrants, and 2,538,462 Series B-1 ordinary warrants to purchase up to 2,538,462 ordinary shares, or the Series B-1 warrants. The Series A-1 warrants have an exercise price of $1.25 per share, were immediately exercisable upon issuance and will expire five years from issuance. The Series B-1 warrants have an exercise price of $1.25 per share, were immediately exercisable upon issuance and will expire 18 months from issuance.

We also engaged AGP to act as our exclusive advisor in connection with the Inducement Transaction and have agreed to pay AGP a cash fee equal to 7.0% of the aggregate gross proceeds received from the Investor's exercise of the Series A Warrants and Series B Warrants.

Lavie Bio Asset Purchase Agreement with ICL

In April 2025, Lavie Bio announced the signing of a definitive agreement under which ICL, would acquire the majority of its activity. As part of the agreement, ICL also acquired Evogene's MicroBoost AI for AG platform. In July 2025, Lavie Bio completed of the transaction for the sale of the majority of its activity and the Evogene's MicroBoost AI for AG platform to ICL for a total consideration of $18,714.

Information on that transaction is set forth in this Annual Report under "Item 4. Information on the Company— B. Business Overview— Market Segments— Agriculture— Lavie Bio Ltd.— Overview" and is incorporated by reference herein.

Biomica License Agreement with Shanghai Lishan Biopharmaceuticals Co., Ltd., or Lishan Biotech

On February 4, 2026, we announced the signing of an exclusive worldwide licensing agreement for BMC128 (designated as LS-LBP-002 by Lishan Biotech), a microbiome-based therapeutic designed to enhance anti-tumor immune activity. This agreement grants Lishan Biotech exclusive rights (subject to reaching certain commercial milestones) to further develop, manufacture and commercialize the BMC128, which was developed by Biomica. Pursuant to the terms of the agreement, Biomica will be eligible to receive development milestone payments upon progress of Lishan Biotech's clinical trials and receipt of regulatory approvals, sales milestones payments and royalties from Lishan Biotech's sales of future products, subject to certain conditions set forth therein. Information on that transaction is set forth in this Annual Report under "Item 4. Information on the Company— B. Business Overview— Market Segments— Human Health— Biomica Ltd.— Overview" and is incorporated by reference herein.

Collaboration Agreements

Under our R&D collaboration agreements, our revenues typically include R&D funding for activities that we conduct in the collaboration, as well as milestone payments for when the candidates advance in our partners' pipelines and revenue sharing from the end-product.

Casterra Agreements with ENI and its Affiliate

On June 21, 2023, Casterra announced that it entered into a framework agreement to sell seeds of its proprietary castor varieties to ENI Kenya B.V., or ENI, for cultivation in specific African territories at a commercial scale for biofuel production. During the first quarter of 2025, Casterra delivered orders (which were backlog from the prior year) valued at $2,168 thousand. As of the date of this Annual Report, the Company has not received any additional seed orders from ENI.

Information on that transaction is set forth in this Annual Report under "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources— Casterra Agreement with ENI" and is incorporated by reference herein.

Lavie Bio Licensing Agreement for Bio-Fungicides with Corteva Agriscience

On July 14, 2023, Lavie Bio entered into a licensing agreement with Corteva Inc. This agreement grants Corteva perpetual, exclusive rights (subject to reaching certain commercial milestones) to further develop and commercialize the lead bio-fungicide candidates targeting fruit rots and powdery mildew, which were discovered and developed by Lavie Bio. Pursuant to the terms of the agreement, Lavie Bio received an initial payment worth approximately $5 million in two installments (a first payment of $2.5 million was received in September 2023 and a second payment of $2.5 million was received in March 2024). In November 2024, Lavie Bio terminated the licensing agreement with Corteva. Lavie Bio regained full rights and freedom to operate to the licensed technology and the lead bio-fungicide candidates.

Evogene Ag-Seed Division Awarded €1.5M Horizon Grant

On May 9, 2023, Evogene announced that it has been granted an EU Horizon grant of €1.2 million, that was increased to approximately €1.5 during 2025, to support the creation of oil-seed crops that have high carbon-dioxide assimilation and enhanced drought tolerance. The project, Crop4Clima, has an overall budget of €2.5 million and is expected to be executed over 32 months. As of December 2025, Evogene received payments totaling approximately €1.3 million from the grant mentioned above. This grant follows the successful completion of the Future Agriculture Consortium's proof-of-concept in 2021, which demonstrated the potential for increased agricultural productivity and environmental sustainability.

Outlook

We expect that our sources of liquidity for 2026 will mainly include cash held in our bank accounts, including bank deposits, proceeds from collaboration and licensing agreements, proceeds from grants and other financing transactions, including by our subsidiaries.

In the future, cash may serve us in effecting M&A transactions for achieving inorganic growth in our different segments of operations.

We concluded that the following conditions raised substantial doubt about our ability to continue as a going concern:

- History of reporting operating losses from continuing operations of $14,034 and $18,804 for the years ended December 31, 2025, and 2024, respectively;
- Net operating cash outflows of $13,502 and $19,700 in 2025 and 2024, respectively;
- The Company's Accumulated Deficit balance as of December 31, 2025, is $282,556

Management prepared a plan to improve our available cash balances, liquidity and cash flows generated from operations. We have identified several potential actions, including cost preservation measures that would be initiated in a timely manner to address our liquidity needs over the twelve-month period from the date of this Annual Report, as follows:

- In case projected revenues do not materialize in a timely manner, reducing related expenses, including through headcount reductions, to conserve cash and improve our liquidity position; and
- Deferring and reprioritizing certain research and development programs, resulting in reduced expenditures on programs and headcount.

We have a history of operating losses and negative cash flows from operations. However, despite these conditions, we believe management’s plans, as described more fully above, will provide sufficient liquidity to meet our financial obligations and maintain levels of liquidity over the twelve-month period from the date of this Annual Report. Therefore, management concluded this plan alleviates the substantial doubt that was raised about our ability to continue as a going concern for at least twelve months from the date this Annual Report.

Although not considered for purposes of our assessment of whether substantial doubt was alleviated, we have plans to improve operating cash flows by entering other collaborations, strategic alliances or licensing arrangements with third parties. We are also exploring exit opportunities for certain subsidiaries. We may seek to raise additional funds through public or private equity or debt financings or other sources.

Our plans are subject to inherent risks and uncertainties. Accordingly, there can be no assurance that our plans can be effectively implemented and, therefore, that the conditions can be effectively mitigated.

Until such time, if ever, we expect to finance our operations through equity or debt financings, which may not be available to us on the timing needed or on terms that we deem to be favorable. To the extent that we raise additional capital through the sale of equity or debt securities, the ownership interest of our shareholders will be diluted. If we are unable to maintain sufficient financial resources, our business, financial condition and results of operations will be materially and adversely affected.

Cash Flows

The following table presents the major components of net cash flows used in or provided by (as applicable) operating, investing and financing activities for the periods presented. For a discussion of our net cash flows for the year ended December 31, 2023, please see "Item 5. Operating and Financial Review and Prospects— B. Liquidity and Capital Resources— Cash Flows" in our Annual Report on Form 20-F for the year ended December 31, 2024, which we filed with the SEC on March 27, 2025:

(*U.S. dollars, in thousands*)	2025	2024	2023
Net cash used in operating activities	(13,502)	$ (19,700)	$ (21,577)
Net cash provided by (used in) investing activities	17,738	9,622	(4,538)
Net cash provided by financing activities	(6,602)	4,656	18,152
Exchange rate differences - cash and cash equivalents balances	21	(49)	(245)
Decrease in cash and cash equivalents	(2,345)	$ (5,471)	$ (8,208)

Cash Used in Operating Activities

Cash used in operating activities for the year ended December 31, 2025 was approximately $13.5 million and reflects our cash used in continuing operating activities of approximately $11.4 million and net cash used in operating activities of discontinued operations of approximately $2.1 million. Cash used in continuing operating activities primarily reflects our loss from continuing operations of approximately $13.5 million, as adjusted downwards to eliminate certain non-cash items that were taken into account in calculating, and that increased our loss from continuing operations, including approximately $2.1 million of non-cash expenses related to an inventory impairment, approximately $1.3 million of amortization of deferred expenses related to issuance of warrants, approximately $1.1 million of depreciation of property, plant and equipment and right-of-use-assets and approximately $0.7 million of share-based compensation expenses. These downwards adjustments to cash used were partially offset by non-cash financial income of approximately $1.8 million related to remeasurement of pre-funded warrants and warrants and approximately $1.3 million of changes in asset and liability items mainly due to an increase in inventories, decrease in trade payables, payroll accrual balances, other payables and deferred revenues and other advances, partially offset by a decrease in trade receivables, other receivables and prepaid expenses balances.

Cash used in operating activities for the year ended December 31, 2024 was approximately $19.7 million and reflects our cash used in continuing operating activities of approximately $17.5 million and net cash used in operating activities of discontinued operations of approximately $2.2 million. Cash used in continuing operating activities primarily reflects our loss from continuing operations of approximately $14.8 million, as adjusted upwards to eliminate certain non-cash items that were taken into account in calculating, and that decreased, our loss, including approximately $6.5 million of non-cash financial income related to remeasurement of pre-funded warrants and warrants, approximately $0.8 million of non-cash net financing income and approximately $2.6 million of changes in asset and liability items, mainly due to an increase in inventories and trade receivables and a decrease in trade payables, payroll accrual balances, deferred revenues and other advances, partially offset by a decrease in other receivables and prepaid expenses. These upwards adjustments to cash used were partially offset by approximately $2.7 million of non-cash expenses related to an excess of initial fair value of pre-funded warrants over the transaction proceeds, approximately $1.4 million of depreciation of property, plant and equipment and right-of-use-assets, approximately $1.2 million of share-based compensation expenses, approximately $0.9 million of interest received on short bank deposits, approximately $0.5 million related to amortization of deferred expenses related to issuance of warrants and $0.5 million loss from sale of property, plant and equipment.

Cash Provided by (Used In) Investing Activities

Cash provided by investing activities was approximately $17.7 million for the year ended December 31, 2025, and reflects cash used in continuing investing activities of approximately $0.01 million and cash provided by discontinued operations of approximately $17.7 million. Cash used in continuing investing activities primarily reflects cash used for the purchase of property, plant and equipment of approximately $0.1 million, partially offset by cash provided from proceeds from sale of property, plant and equipment and proceeds from finance sub-lease asset. Cash provided by discontinued operations of approximately $17.7 million primarily resulted from cash proceeds related to the acquisition of most of the activities of Lavie Bio and Evogene's MicroBoost AI Tech-Engine for the agriculture field by ICL.

Cash provided by investing activities was approximately $9.6 million for the year ended December 31, 2024, and reflects cash provided by continuing investing activities of approximately $9.6 million and cash provided by discontinued operations of approximately $0.05 million. Cash provided by continuing investing activities primarily reflects cash proceeds from short-term bank deposits, net of investment in short-term bank deposits of approximately $10.2 million, partially offset by cash used for the purchase of property, plant and equipment of approximately $0.6 million.

Cash Provided by Financing Activities

Cash used in financing activities was approximately $6.6 million for the year ended December 31, 2025 and reflects cash used in continuing financing activities of approximately $6.5 million and cash used in financing activities of discontinued operations of approximately $0.1 million. Cash used in continuing financing activities was primarily attributable to repayment of convertible SAFE in the amount of $10.0 million, repayment of lease liability of approximately $0.5 million and repayment of government grants of approximately $0.2 million, partially offset by proceeds from issuance of ordinary shares, net of issuance expenses, of approximately $4.3 million.

Cash provided by financing activities was approximately $4.7 million for the year ended December 31, 2024 and reflects cash provided by continuing financing activities of approximately $4.6 million and cash provided by financing activities of discontinued operations of approximately $0.1 million. Cash provided by continuing financing activities was primarily attributable to proceeds from issuance of ordinary shares, pre-funded warrants and warrants of approximately $5.5 million, proceeds from government grants of approximately $0.1 million and proceeds from issuance of ordinary shares, net of issuance expenses, of approximately $0.1 million, partially offset by approximately $0.9 million for the repayment of lease liabilities and by approximately $0.3 million for the repayment of government grants.

Government Grants

Our research and development efforts, including by our subsidiaries, have been financed, in part, through grants from IIA, BIRD, CIIRDF and the EU. From our inception through December 31, 2025, we received grants of approximately $14.5 million (including accrued interest), of which approximately $9.6 million (including accrued interest) are royalty-bearing grants from the IIA and repaid approximately $4.4 million in royalties and an additional approximately $4.9 million in respect of several royalty-bearing projects. In addition, we have received grants totaling approximately $1.0 million (linked to the U.S. Consumer Price Index) from BIRD and have repaid approximately $0.5 million, whereas the amount of approximately $0.4 million of grants from BIRD have been cancelled, as we decided to withdraw from the relevant project. We have received grants totaling $2.2 million from the EU, which are not required to be repaid. As of December 31, 2025, we did not have any active research grants under which we were receiving funding from the IIA or the EU. In 2026, we obtained IIA approval to receive a grant for its program related to precision therapeutics to rare disease. The total approved budget was NIS 1.5 million (approximately $485 thousand).

See "Item 3. Key Information—D. Risk Factors—Risks Relating to Our Incorporation and Location in Israel—We have received Israeli government grants for certain of our research and development activities. The terms of these grants may require us to satisfy specified conditions in order to manufacture products and transfer technologies supported by such grants outside of Israel. We may be required to pay penalties in addition to repayment of the grants."

Israeli Grants

Under the Innovation Law, research and development programs that meet specified criteria and are approved by a committee of the IIA are eligible for grants. The grants awarded are typically up to 50% of a project's expenditures, as determined by the IIA committee and subject to the benefit track under which the grant was awarded. A company that receives a grant from the IIA is typically required to pay 3% royalties to the IIA on income generated from products incorporating know-how developed using that grant (including income derived from services associated with such products), until 100% of the U.S. dollar-linked grant, plus interest, is repaid. Certain benefit tracks do not require payment of royalties.

The obligation to pay royalties is contingent on actual income generated from such products and services. In the absence of such income, no payment of royalties is required. It should be noted that the restrictions under the Innovation Law, including restrictions on the sale, transfer or assignment outside of Israel of know-how developed as part of the programs under which the grants were given will continue to apply even after the repayment of such royalties in full.

The terms of the grants under the Innovation Law also require that the products developed as part of the programs under which the grants were given be manufactured in Israel and that the know-how developed thereunder may not be transferred outside of Israel, unless prior written approval is received from the IIA (such approval is not required for the transfer of a portion of the manufacturing capacity which does not exceed, in the aggregate, 10% of the manufacturing (in which case only notification is required)), and additional payments are required to be made to the IIA, as described below. It should be noted that this does not restrict the marketing of products that incorporate the funded know-how.

Ordinarily, as a condition to obtaining approval to manufacture outside Israel, we may be required to pay royalties at an increased rate, which usually amounts to an additional 1% on top of the standard royalties rate, and also the total amount of our liability to IIA will be increased to between 120% and 300% of the grants we received from IIA, depending on the manufacturing volume to be performed outside of Israel.

The Innovation Law restricts the ability to transfer know-how funded by the IIA. Transfer of IIA-funded know-how outside of Israel requires prior approval and is subject to payment of a redemption fee to the IIA calculated according to a formula provided under the Innovation Law. A transfer for the purpose of the Innovation Law is generally interpreted very broadly and includes, inter alia, any actual sale of the IIA-funded know-how, any license to develop the IIA-funded know-how or the products resulting from such IIA-funded know-how or any other transaction, which, in essence, constitutes a transfer of the IIA-funded know-how.

The IIA approval to transfer know-how created, in whole or in part, in connection with an IIA-funded project outside Israel is subject to payment of a redemption fee to the IIA calculated according to a formula provided under the Innovation Law that is based, in general, on the value of the transferred know-how, multiplied by the amount of grants received from the IIA, divided by the total amounts expended by the grant recipient on R&D. To the extent any royalties were paid on account of the grants, such royalties will be deducted from the calculation. The redemption fee is subject to a cap of six times the total amount of the IIA grants, plus interest accrued thereon. If the transferee undertakes that for a period of not less than three years, at least 75% of its relevant R&D positions will remain in Israel, then the cap will be reduced to three times (rather than six times) the total liability to the IIA, calculated as set out above.

Subject to prior approval of the IIA, we may transfer the IIA-funded know-how to another Israeli entity. If the IIA-funded know-how is transferred to another Israeli entity, the transfer would still require IIA approval but will not be subject to the payment of the redemption fee (although there will be an obligation to pay royalties to the IIA from the income of such sale transaction as part of the royalties payment obligation). In such case, the acquiring entity would have to assume all of the restrictions and obligations associated with the grants under the Innovation Law towards the IIA (including the restrictions on the transfer of know-how and manufacturing capacity outside of Israel) as a condition to IIA approval.

We are required to pay up to 100% of the amount of grants received by us from the IIA, plus interest (see *Risk Factors* section above for additional information). In addition to paying any royalties due, we must abide by other restrictions associated with receiving such grants under the Innovation Law. Those restrictions may impair our ability to outsource development of products containing our traits, engage in change of control transactions or otherwise transfer our know-how outside of Israel and may require us to obtain the approval from the IIA for certain actions and transactions and pay additional royalties and other amounts to the IIA. We cannot be certain that any approval of the IIA will be obtained on terms that are acceptable to us, or at all. We may not receive the required approvals should we wish to transfer IIA-funded know-how, manufacturing and/or development outside of Israel in the future. Furthermore, in the event that we undertake a transaction involving the transfer to a non-Israeli entity of know-how developed with IIA-funding pursuant to a merger or similar transaction, the consideration available to our shareholders may be reduced by the amounts we are required to pay to IIA. Any approval, if given, will generally be subject to additional financial obligations. Failure to comply with the requirements under the Innovation Law may subject us to mandatory repayment of grants received by us (together with interest and penalties), as well as expose us to criminal proceedings. In addition, the IIA may from time to time conduct royalties audits and such audits may lead to additional royalties being payable.

In January 2018, we announced participation in a three-year IIA-sponsored Phenomics Consortium to develop tools and systems for precision agriculture and innovative development of agriculture products. In addition to Evogene, the Phenomics Consortium consists of several Israeli industrial companies and academic institutions. The goal of the consortium is to develop plant phenotyping technologies, including the generation of comprehensive agricultural 'Big-Data' and the development of artificial intelligence algorithms for real time analysis of phenotypic data. The grant for the consortium was originally approved for calendar year 2018 in an amount of approximately $5.0 million, of which approximately $1.4 million was granted to Evogene. By the end of 2018, the grant was extended by an additional six months to a total period of 18 months until mid-2019, and the grant amount was updated to approximately $7.6 million total, of which approximately $2.5 million was granted to Evogene. In June 2019, the IIA approved the continuation of the consortium following such 18-month period, until the end of 2020, which would complete a three-year workplan, and granted an additional amount of approximately $7.5 million, of which approximately $1.9 million was granted to Evogene.

In June 2020, we announced participation in a three-year workplan, IIA-sponsored CRISPR-IL Consortium to develop an artificial intelligence based, end-to-end system for genome-editing to be used in multi-species including human, plant, and certain animal DNA, applicable to market segments in pharma, agriculture and aquaculture. In addition to Evogene, the CRISPR-IL Consortium consists of several Israeli industrial companies and academic institutions. The goal of the consortium is to develop an artificial intelligence-based system, "Go-Genome", providing users improved genome-editing workflows. The system aims to provide end-to-end solutions, from user interface to an accurate measurement tool. The total budget for the consortium was approved for the first 18 months in an amount of approximately $10.2 million, of which approximately $1.3 million was allocated to us and for the additional 18 months was approved an amount of approximately $15.4 million, of which approximately $1.9 million was allocated to us. Participation in the IIA-sponsored consortium programs as described above does not obligate us to pay royalties to the IIA; however, the know-how developed in such consortium programs is subject to the provisions and restrictions under the Innovation Law.

In March 2020 and March 2021, Lavie Bio obtained an IIA approval to receive a grant for its third and fourth year programs, respectively, for bio fungicides for mildew in fruit and vegetables. The total approved budgets for each of the third and fourth year programs were NIS 3.9 million (approximately $1.1 million for the third year and approximately $1.2 million for the fourth year). In addition, during October 2022 Lavie Bio obtained an IIA approval to receive a grant for the development of bio fungicide against soil diseases, seed rot, root and stem rot. The total approved budget was approximately NIS 1.9 million (approximately $0.6 million). In September 2024 Lavie Bio obtained an IIA approval to receive a grant for mechanism of delivery of biological products for agriculture. The total approved budget was approximately NIS 1.9 million (approximately $0.5 million). In July 2025 Lavie Bio returned this grant as part of the Lavie Bio – ICL transaction.

In July 2022, Canonic received the Israeli Ministry of Economy approval to be included in "Smart money" grants program for marketing operations in Germany. The maximum grant amount from this program is approximately $85 thousand. Canonic undertook to pay royalties of 3% of yearly revenues above approximately $284 thousand derived from the operation in Germany, up to 100% of the grants received. As of December 31, 2024, Canonic received approximately $42 thousand for marketing expenses in Germany. Since Canonic has ceased its activities during the first half of 2024 and no economic benefits are expected from the marketing operations in Germany, the grant receipts were recognized as a reduction of the related marketing expenses during 2024.

In February 2024, Lavie Bio received the Israeli Ministry of Economy approval to be included in the "Smart money" grant program for initial exporting in Canada. The maximum grant amount from this program is approximately $83 thousand. Lavie Bio undertook to pay royalties of 3% of yearly revenues above approximately $276 thousand derived from the operation in Canada, up to 100% of the grants received (linked to The Consumer Price Index) and can choose to apply the program retroactively from August 2023. As of December 31, 2024, Lavie Bio received approximately $78 thousand for marketing expenses in Canada incurred until December 31, 2024. In April 2025, Lavie Bio entered into a definitive agreement pursuant to which ICL agreed to acquire the majority of its activity and as of the date of this Annual Report, no additional activity is expected for Lavie Bio in the future. Since no economic benefits are expected from the marketing operations in Canada, the grant receipts were recognized as a reduction of the related marketing expenses during 2025.

In 2020, AgPlenus obtained IIA approval to receive a grant for its first-year program for development of novel herbicides. The total approved budget was NIS 3.1 million (approximately $1.0 million).

In 2026, we obtained IIA approval to receive a grant for its program related to precision therapeutics to rare disease. The total approved budget was NIS 1.5 million (approximately $485 thousand).

We entered into agreements with certain of our Israeli subsidiaries in the framework of which they were granted permission to use our technology and related know how, which was funded by the IIA. Evogene remains responsible to the IIA for the obligations regarding such IIA funding.

BIRD Grants

We have received two BIRD grants, covering the following programs: (i) a joint development program with DuPont-Pioneer (now Corteva) of research and development improvements to soybean rust resistance, which the Company has repaid in full; and (ii) a joint research and development program with Marrone Bio Innovations, or MBI, for discovery of novel modes of biological action for insect control, which the Company has decided to withdraw from.

Under the MBI BIRD program, the grant for the joint development will be repaid: (a) from revenues received for the licensing of products developed under the project; (b) from revenues generated from sales of products developed under the project; (c) from proceeds received from the outright sale of the technology developed under the project; (d) if we and our partner have concluded the development of a product within the period of development defined under each of the programs; or (e) if within 60 months from the original grant date we and MBI did not conclude the development of a product but nevertheless decide to continue the project. In each such case, the repayment will be in an amount of up to 150% of the total grant received, depending on the timing of the repayment.

CIIRDF Grant

The CIIRDF grant that we have received was also provided to us as part of a previous joint project of ours with Saskatchewan Wheat Pool Inc., operating under the name of Viterra, to develop canola with improved yield and abiotic stress tolerance. This grant will be repaid from income resulting from the commercialization of a product developed pursuant to the grant project, at a rate of 2.5% of royalties on sales of such product, in an amount up to 100% of the total grant received. Alternatively, we may repay the grant as royalties of 2.5% of the income we receive from licensing the product developed pursuant to the grant. Payment of such royalties is not required if commercial revenues are not generated as a result of the project.

EU Grant

In early 2016, a grant application for a consortium for research in photosynthesis in which we participate within the EU Horizon 2020 Program for Research and Innovation was confirmed. The consortium's research program is focused on an innovative approach to modulate photosynthesis related pathways aiming to improve photosynthetic efficiency. Beyond us, the consortium includes academic institutions such as the Max Planck Institute of Molecular Plant Physiology and the Institute of Terrestrial Microbiology, the Weizmann Institute of Science, and the Imperial College of Science, Technology and Medicine. Overall, we received a total amount of €0.9 million for our participation in the consortium during the five-year project. In March 2023, a follow up grant of a €1.5 million was confirmed by the Horizon EIC 2022 program to support the creation of oil-seed crops that have high carbon-dioxide assimilation and enhanced drought tolerance. The overall budget under the program is €2.5 million and Evogene's other partners in the project include the Max Planck Institute. As of December 2025, Evogene had received payments totaling approximately €1.3 million from the grant mentioned above. The Crop4Clima project was completed on December 31, 2025.

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

We continuously invest and have for at least the last three years historically invested, in maintaining the technological capabilities of our CPB platform, which includes tailored 'big-data' databases, interconnected data hubs and proprietary analysis and prediction algorithms. We also maintain laboratories and greenhouses for conducting biological validation activities for our computational predictions.

Our ongoing research and development activities are funded mainly by internal resources, collaboration research and development payments and governmental grants. As of December 31, 2025, 31 of our employees, representing approximately 59.6% of our entire work force, were engaged in research and development on a full-time basis. For more information regarding our research and development activities, intellectual property and licenses, please see "Item 4.B. Information on the Company—Business Overview."

D. Trend Information

Market Risk

We are exposed to market risk from changes in exchange rates, interest rates and inflation. We therefore continue to closely monitor the macro-economic conditions that result therefrom. We regularly assess the implications of these local and global conditions on our operations, liquidity, cash flow and product candidates and seek to act to mitigate any adverse consequences, to the extent possible, in a commercially reasonable manner, if and when applicable. All of these market risks arise in the ordinary course of business, as we do not engage in speculative trading activities. Except as otherwise addressed herein, such market risks are further discussed in Item 11 of this Annual Report under the section titled "Quantitative and Qualitative Disclosures about Market Risk".

Other than as disclosed elsewhere in this Annual Report, we are not aware of any trends, uncertainties, demands, commitments or events for the period from January 1, 2025 to December 31, 2025 that are reasonably likely to have a material adverse effect on our revenues, profitability, liquidity or capital resources, or that caused the disclosed financial information to be not necessarily indicative of future operating results or financial condition.

E. Critical Accounting Estimates

We have provided a summary of our significant accounting policies, estimates and judgments in Note 3 to our consolidated financial statements, which are included elsewhere in this Annual Report. The following critical accounting discussion pertains to accounting policies management believes are most critical to the portrayal of our historical financial condition and results of operations and that require significant, difficult, subjective or complex judgments. Other companies in similar businesses may use different estimation policies and methodologies, which may impact the comparability of our financial condition, results of operations and cash flows to those of other companies.

Application of Critical Accounting Policies and Estimates

Our consolidated financial statements are prepared in conformity with IFRS. Our accounting policies affecting our financial condition and results of operations are more fully described in our consolidated financial statements included elsewhere in this Annual Report. The preparation of our financial statements requires management to make judgments, estimates and assumptions that affect the amounts reflected in the consolidated financial statements and accompanying notes, and related disclosure of contingent assets and liabilities. We base our estimates upon various factors, including past experience, where applicable, external sources and on other assumptions that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions and could have a material adverse effect on our reported results.

In many cases, the accounting treatment of a particular transaction, event or activity is specifically dictated by accounting principles and does not require management's judgment in its application, while in other cases, management's judgment is required in the selection of the most appropriate alternative among the available accounting principles, that allow different accounting treatment for similar transactions.

We believe that the accounting policies discussed below are critical to our financial results and to the understanding of our past and future performance as these policies relate to the more significant areas involving management's estimates and assumptions. We consider an accounting estimate to be critical if: (1) it requires us to make assumptions because information was not available at the time or it included matters that were highly uncertain at the time we were making our estimate; and (2) changes in the estimate or different estimates that we could have selected may have had a material impact on our financial condition or results of operations.

Going Concern Assessment

We concluded that the following conditions raised substantial doubt about its ability to continue as a going concern:

- History of reporting operating losses from continuing operations of $14,034 and $18,804 for the years ended December 31, 2025, and 2024, respectively;
- Net operating cash outflows of $13,502 and $19,700 in 2025 and 2024, respectively;
- The Company's Accumulated Deficit balance as of December 31, 2025, is $282,556.

We have prepared a plan to improve our available cash balances, liquidity and cash flows generated from operations. We have identified several potential actions, including cost preservation measures that would be initiated in a timely manner to address our liquidity needs over the twelve-month period from the date of this Annual Report, as follows:

- In case projected revenues do not materialize in a timely manner, reducing related expenses, including through headcount reductions, to conserve cash and improve our liquidity position; and
- Deferring and reprioritizing certain research and development programs, resulting in reduced expenditures on programs and headcount.

We have a history of operating losses and negative cash flows from operations. However, despite these conditions, we believe that the management's plans, as described more fully above, will provide sufficient liquidity to meet our financial obligations and maintain levels of liquidity over the twelve-month period from the date of this Annual Report. Therefore, management concluded this plan alleviate the substantial doubt that was raised about our ability to continue as a going concern for at least twelve months from the date of this Annual Report.

Revenue Recognition

We recognize revenues when the control over the goods or services is transferred to the customer. The transaction price is the amount of consideration that is expected to be received based on the contract terms, excluding amounts collected on behalf of third parties (such as taxes). We don't grant a right of return to our customers.

If the contract contains a single performance obligation, the entire transaction price is allocated to the single performance obligation. Contracts that contain multiple performance obligations such as licenses, services and milestone events require an allocation of the transaction price to each performance obligation based on a relative standalone selling price, or SSP. To determine SSP, we maximize the use of observable standalone sales and observable data, where available. In instances where performance obligations do not have observable standalone sales, we utilize available information that may include market conditions, pricing strategies, the economic life of the software, and other observable inputs or use the expected cost-plus margin approach to estimate the price we would charge if the products and services were sold separately. Revenue is recognized at the time the related performance obligation is satisfied by transferring the promised product or delivery of service to the customer. Revenue is recognized in an amount that reflects the consideration we expect to receive in exchange for those products or services.

Revenues from research and development services as part of our collaboration agreements are recognized over time, during the period the customer simultaneously receives and consumes the benefits provided. Recognition of the service is throughout the services period using the input method in order to measure the progress of the services, based on the actual internal and external costs incurred, relative to total internal and external costs expected to be incurred to satisfy the performance obligation. We determined that the input method is the best measure of progress towards satisfying the performance obligation as incurred labor effort represents work performed that corresponds with, and thereby best depicts the transfer of goods and services. Revenues from the sale of castor seeds and license agreements are recognized when the control of our product is transferred to the customer, generally upon delivery of the goods or products to the customer, according to the shipment or delivery terms.

Future milestone payments are considered variable consideration and are subject to the variable consideration constraint (i.e. will be recognized once concluded that it is "probable" that a significant reversal of the cumulative revenues recognized under the contract will not occur in future periods when the uncertainty related to the variable consideration is resolved). Therefore, as the milestone payments are not probable, revenue was not recognized in respect to such milestone payments prior to achievement of such milestone.

In instances of contracts where revenue recognition differs from timing of invoicing, we generally determined that those contracts do not include a significant financing component. We use the practical expedient and do not assess the existence of a significant financing component when the difference between payment and revenue recognition is a year or less.

Impact of Israeli Tax Policies and Government Programs on Our Operating Results

Tax regulations have a material impact on our business, particularly in Israel where we have our headquarters. The following summary describes the current tax structure applicable to companies in Israel, with special reference to its effect on us.

General Corporate Tax Structure in Israel

Israeli companies are generally subject to corporate tax on their taxable income. In 2025, the corporate tax rate was 23%. Capital gains derived by an Israeli company are generally subject to tax at the prevailing regular corporate tax rate.

Law for the Encouragement of Industry (Taxes), 5729-1969

The Law for the Encouragement of Industry (Taxes), 5729-1969, generally referred to as the Industry Encouragement Law, provides several tax benefits for an "Industrial Company".

The Industry Encouragement Law defines an "Industrial Company" as an Israeli resident company which was incorporated in Israel, of which 90% or more of its income in any tax year, other than income from certain government loans, is derived from an "Industrial Enterprise" owned by it and located in Israel. An "Industrial Enterprise" is defined as an enterprise that is held by an Industrial Company whose principal activity in a given tax year is industrial production.

The following tax benefits, among others, are available to Industrial Companies:

- amortization over an eight-year period of the cost of purchased know-how and patents and rights to use a patent and know-how which were purchased in good faith and are used for the development or advancement of the Industrial Enterprise, commencing in the year in which such rights were first exercised;
- under limited conditions, an election to file consolidated tax returns together with Israeli Industrial Companies controlled by it; and
- expenses related to a public offering are deductible in equal amounts over a three-year period, commencing in the year of the offering.

Eligibility for benefits under the Industry Encouragement Law is not contingent upon the approval of any governmental authority. We believe that we currently qualify as an Industrial Company within the meaning of the Industry Encouragement Law. There can be no assurance that we will continue to qualify as an Industrial Company or that the benefits described above will be available in the future.

Law for the Encouragement of Capital Investments, 5719-1959

The Law for the Encouragement of Capital Investments, 5719-1959, generally referred to as the Investment Law, provides certain incentives for capital investments in production facilities (or other eligible assets) by "Industrial Enterprises" (as defined under the Investment Law).

The Investment Law was significantly amended effective April 1, 2005 (which we refer to as the 2005 Amendment), further amended as of January 1, 2011 (which we refer to as the 2011 Amendment) and further amended as of January 1, 2017 (which we refer to as the 2017 Amendment). Pursuant to the 2005 Amendment, tax benefits granted in accordance with the provisions of the Investment Law prior to its revision by the 2005 Amendment remain in force but any benefits granted subsequently are subject to the provisions of the 2005 Amendment. Similarly, the 2011 Amendment introduced new benefits to replace those granted in accordance with the provisions of the Investment Law in effect prior to the 2011 Amendment. However, companies entitled to benefits under the Investment Law as in effect prior to January 1, 2011 were entitled to choose to continue to enjoy such benefits, provided that certain conditions are met, or elect instead irrevocably to forego such benefits and have the benefits of the 2011 Amendment apply. The 2017 Amendment introduced new benefits for Technological Enterprises, alongside the existing tax benefits.

On October 24, 2010, we received a tax ruling from the Israel Tax Authority, according to which, among other things, our activity has been qualified as an "industrial activity", as defined in the Investment Law and is also eligible to tax benefits as a Beneficiary Enterprise, which will apply to the turnover attributed to such enterprise. The benefit period under this tax ruling ended in 2018, and since we did not generate any taxable income until tax year 2018, we were not entitled to any tax benefits under this tax regime.

We have reviewed and evaluated the implications and effect of the benefits under the 2011 and 2017 Amendments, and, while potentially eligible for such benefits, we have not yet chosen to be subject to the tax benefits introduced by the 2011 or the 2017 Amendments.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEESs

A. Directors and Senior Management

The following table sets forth the name, age and position of each of our executive officers and directors as of the date of this Annual Report.

Name	Age	Position
Executive officers		
Mr. Ofer Haviv	59	President and Chief Executive Officer and Director
Mr. Yaron Eldad	60	Chief Financial Officer
Ms. Polina Ravzin*	44	VP Finance
Dr. Gabi Tarcic	46	Vice President Product
Dr. Ilia Zhidkov	49	Vice President Computational Platform
Directors		
Mr. Nir Nimrodi(3)(4)	57	Chairperson of the Board
Ms. Sarit Firon(3)(4)	59	Director
Mr. Dan Falk(1)(2)(4)	80	Director
Dr. Adrian Percy(1)(2)((4)	60	Director
Mr. Leon Y. Recanati(1)(2)(3)(4)	77	Director

* Ms. Ravzin will assume the responsibilities of the Chief Financial Officer, in replacement of Mr. Eldad, as of April 1, 2026.

(1) Member of our Audit Committee.
(2) Member of our Compensation and Nominating Committee.
(3) Member of our Pricing/Investment Committee.
(4) Independent director under the Nasdaq Listing Rules.

Executive Officers

Mr. Ofer Haviv has served as Evogene's President and Chief Executive Officer since December 2004 after having joined the company in January 2002 as Chief Financial Officer. Mr. Haviv serves as Chairperson of the Board of Directors of our subsidiaries. Mr. Haviv serves as the Chief Executive Officer of our subsidiaries, Lavie Bio, Biomica and is expected to serve as Casterra's Chief Executive Officer commencing April 1st, 2026. Mr. Haviv served as a director of the company from 2006 to 2007, and from March 2025. Mr. Haviv is a Certified Public Accountant and holds a B.A. in Accounting and Economics from Tel-Aviv University, Israel.

Mr. Yaron Eldad has served as Chief Financial Officer of Evogene since April 2022. Mr. Eldad will conclude his employment at the Company at the end of March 2026. Mr. Eldad has held various chief financial officer positions over the last 25 years in public and private technology and biotechnology companies, including Yamba Group Int. Ltd. from 2011 to 2021, Recoly NV from 2008 to 2010, and e-Sim Ltd. from 1998 to 2007. Mr. Eldad also serves on the board of directors and as chairman of the audit and compensation committees of B.O.S. Better Online Solutions Ltd. Mr. Eldad holds a B.A. in Economics and Accounting from the Ben-Gurion University of the Negev, Israel, an Executive MBA in Strategic Management from the Hebrew University of Jerusalem, Israel, and an M.A. in law from the Bar-Ilan University, Israel.

Ms. Polina Ravzin has served as VP Finance of Evogene since February 2022. Upon Mr. Eldad's conclusion of employment, Ms. Ravzin shall assume his responsibilities as Chief Financial Officer. Prior to joining the Company, Ms. Ravzin served as controller and assistant to the CFO at DSIT Solutions Ltd. and Acorn Energy Inc. (Nasdaq/OTCQB: ACFN). Ms. Ravzin holds a B.A. in Accounting and Economics from Tel Aviv University, and is a Certified Public Accountant in Israel.

Dr. Gabi Tarcic was appointed as Evogene's Chief Development Officer in January 2026. Dr. Tarcic has extensive experience in research and development projects and as a senior executive in the biotech industry. Prior to joining Evogene, Dr. Tarcic has served in various positions at Fore Biotherapeutics (formerly NovellusDx Israel), most recently as its Chief Technology Officer from January 2019 to December 2024. He also served as the Chief Technology Officer at Baobab Therapeutics IL Ltd. from January 2024 to September 2024. Dr. Tarcic holds a Ph.D. in biology and a M.Sc. in biology from The Weizmann Institute of Science, Israel.

Dr. Ilia Zhidkov was appointed as Evogene's Chief Technology Officer in January 2026. Dr. Zhidkov joined Evogene in 2011 as a Bioinformatician in the Computational Genomics Department and has held various managerial positions in the company over the years. Dr. Zhidkov holds a Ph.D. in Genetics from Ben Gurion University.

Directors

Mr. Nir Nimrodi has served as a director of our Company since September 2022 and as chairperson since March 2025. Prior to his appointment to the Board, he was a consultant to the Board from April 2020 to September 2022. Since June 2025, Mr. Nimrodi has served as an Operating Partner at ARCHIMED, a leading Life Science Private Equity fund. From May 2019 to October 2024, Mr. Nimrodi served as the Chairman and Chief Executive Officer of Accellix Inc., a leading cell therapy analytical company. In addition, since August 2023, Mr. Nimrodi has served as a director of OdysightAI. Mr. Nimrodi has served as a director in a number of private companies, including Rapid Medical Ltd. since September 2025, MNDL Bio since June 2025, and Scopio Labs since October 2023. Prior to joining Accellix, Mr. Nimrodi served as the Chief Business Officer of Intrexon Corporation, a leader in synthetic biology from March 2014 to April 2019. Mr. Nimrodi holds a B.A. in Economics and MBA from the Tel Aviv University, Israel.

Ms. Sarit Firon has served as a director of our Company since August 2016, and as chairperson from August 2021 to March 2025. Ms. Firon is a managing partner of Team8 Group and a co-founder and managing partner of Team8 Capital, the investment arm of Team8 Group, which invests in early-stage technology startups. Ms. Firon serves on several boards of directors of Team8 Capital portfolio. Ms. Firon has served as a director for several public and private companies, including Ivix since 2021, Classiq Technologies since 2020, FundGuard since 2020, Spiral since 2019, and Perion Network Ltd. (Nasdaq: PERI) from November 2016 until June 2022. Ms. Firon previously served as a director of SetSail Technologies from 2019 to 2024. Since August 2020, she has served as a board member of Friends of the Weizmann Institute. Ms. Firon holds a B.A. in Accounting and Economics from Tel-Aviv University, Israel.

Mr. Dan Falk has served as a director of our Company since he was appointed by the Board in November 2021. Mr. Falk has extensive experience of more than 20 years in serving as a financial expert on public and private company boards, most recently on the boards of Nice Ltd. (Nasdaq: NICE), Ormat Technologies Inc. (NYSE: ORA) and Innoviz Technologies Ltd. (Nasdaq: INVZ). Additionally, in the past Mr. Falk held various executive positions in Orbotech Ltd. between 1985 and 1999, and Sapiens International Corporation (Nasdaq: SPNS) between 1999-2001. Mr. Falk holds a B.A. in Economics and Political Sciences, and an M.A. in Business Administration both from the Hebrew University of Jerusalem, Israel.

Dr. Adrian Percy has served as a director of our Company since February 2019. Dr. Percy has served on the board of directors of AgPlenus Ltd. since April 2023, BioLumic Ltd. since April 2019, Nufarm Ltd. since June 2023, and FungiAlert Inc. since March 2022. He is a member of the science and technology boards of Harpe BioHerbicide Solutions Inc., and Biotalys NV. Dr. Percy is serving as the Executive Director of the N.C. Plant Sciences Initiative and is a Professor in the Department of Plant and Microbial Biology at North Carolina State University since 2021. Dr. Percy is currently a venture partner with DYDX Capital and frequently acts as an advisor to companies through his own consultancy company, Nomad Technology Consulting. From 2019-2021, Dr. Percy served as Chief Technology Officer at UPL Ltd. From 2014-2018, he served as the head of research and development for the Crop Science division of Bayer as part of its executive committee. During his 16-year tenure at Bayer, he also led regulatory affairs activities across the entire division of Crop Science between 2013 and 2014 and crop protection development activities for Bayer in North America between 2011 and 2013. Dr. Percy has held positions in the research and development departments of Aventis CropScience SA between 2000 and 2002, Rhone Poulenc SA between 1996 and 2000, and Bayer in France, Germany and the United States. Dr. Percy holds a bachelor's degree in pharmacology from the University of Liverpool, England, as well as a master's degree in toxicology and a doctorate in biochemistry from the University of Birmingham, England.

Mr. Leon Y. Recanati has served as a director of our Company since May 2005. Mr. Recanati has served as chairperson and chief executive officer of GlenRock Israel Ltd. since 2003. Previously, Mr. Recanati was chief executive officer or chairperson positions at IDB Holding Corporation, Clal Industries, Azorim Investment Development and Construction Co., Delek Israel Fuel Corporation, and Super-Sol. He also founded Clal Biotechnologies Industries, a biotechnology investment company operating in Israel. Mr. Recanati has served as a member of the board of directors of Kamada Ltd. since 2005, and as an observer to the board of directors of Mivtach-Shamir Holdings Ltd. since 2002. Mr. Recanati holds an MBA from The Hebrew University of Jerusalem, Israel, and Honorary Doctorates from the Technion Institute of Technology, Israel, and Tel-Aviv University, Israel.

Arrangements for Election of Directors and Members of Management; Family Relationships

There are no arrangements or understandings with major shareholders, customers, suppliers or others related to the election of our board of directors or the appointment of members of our senior management. There are furthermore no family relationships among any directors or members of our senior management.

B. Compensation

Aggregate and Individual Compensation of Officers and Directors

The aggregate compensation, including non-cash share-based compensation (consisting of expenses related to option grants), accrued by us in respect of the year ended December 31, 2025 to all persons who served as directors and/or executive officers during that year, was approximately $1.53 million. That amount includes approximately $0.02 million of gross compensation set aside or accrued for executive officers for purposes of pension, severance, retirement, car, phone or similar benefits or expenses, but does not include business travel, relocation, professional and business association dues and expenses reimbursed to executive officers, and other expenses commonly reimbursed by companies in Israel. These amounts include the partial-year compensation paid to 7 executive officers, who served in their positions over the course of 2025 and whose employment as executive officers either was terminated or has commenced during 2025.

During 2025, we granted our executive officers and directors an aggregate amount of 180,000 options. Of the options granted 20,000 were granted with an exercise price of NIS 4.36 ($1.37) and 160,000 were granted with an exercise price of NIS 6.06 per share ($1.90).

The following table presents information regarding compensation accrued in our financial statements for the year ended December 31, 2025 for our five most highly compensated officers, as required under Israeli Securities Law 5728-1968 and the regulations promulgated thereunder.

	(in thousands, US$)(1)			
Name and Position	**Salary and related benefits**	**Bonus(2)**	**Value of Options Granted(3)**	**Total**
Ofer Haviv *President and Chief Executive Officer*	393	-	75	468
Yaron Eldad *Chief Financial Officer*	246	-	46	292
Dan Gelvan *CEO of AgPlenus*	242	-	95	337
Yoash Zohar *CEO of Casterra*	233	-	174	407
Gabi Tarcic *Vice President Product*	226	-	15	241

(1) All amounts reported in the table are in terms of cost to the Company, as recorded in our financial statements.

(2) Bonus amounts shown in this table reflect bonuses that were paid in 2025 relating to the office holders' service in our Company in 2024, as approved by our Compensation and Nominating Committee and Board of Directors, and, to the extent required, also by our shareholders.

(3) Consists of amounts recognized as non-cash expenses in our statement of profit or loss for the year ended December 31, 2025 in respect of option grants.

Compensation Policy

As required by the Companies Law, we have adopted a policy regarding the terms of engagement of office holders, or a compensation policy. Under the Companies Law, the term "office holders" includes directors and certain officers, including the general manager (i.e., chief executive officer, or CEO), chief business manager, deputy CEO, vice CEO, any other person assuming the responsibilities of any of the foregoing positions without regard to such person's title, and any director or manager who reports directly to the CEO. The compensation policy serves as the basis for determining the financial terms of employment or engagement of office holders, including exculpation, insurance, indemnification or any monetary payment or obligation of payment in respect of employment or engagement. The compensation policy must relate to certain factors specified in the Companies Law, including advancement of the company's objectives, the company's business and its long-term strategy, and creation of appropriate incentives for executives. It must also consider, among other things, the company's risk management, size and the nature of its operations. The Companies Law describes what factors have to be considered by, and what principles must be included in, the compensation policy.

Our current compensation policy was adopted in June 2024, at an annual general meeting of our shareholders, following the recommendation of our compensation committee and our board of directors, and will remain in effect for a period of three years unless restated prior, in accordance with the Companies Law. In accordance with Nasdaq listing standards, under Rule 10D-1, we have adopted on August 16, 2023, a clawback policy.

Approvals Required for Compensation of Directors and Officers

Under the Companies Law, the compensation of each of our directors and our CEO requires the approval of our compensation committee, the subsequent approval of the board of directors and, unless exempted under the regulations promulgated under the Companies Law, the approval of our shareholders at a general meeting (in the case of our CEO, the shareholder approval must include the special majority described under "Item 6. Directors, Senior Management and Employees—C. Board Practices—Approval of Related Party Transactions under Israeli Law— Disclosure of Personal Interests of an Office Holder and Approval of Certain Transactions"). The compensation of any other office holder (who is neither a director nor our Chief Executive Officer), if consistent with our compensation policy, requires the approval of our compensation committee, followed by our board of directors. Compensation of any such office holder that deviates from our compensation policy also requires shareholders' approval, including by the special majority described under "Item 6. Directors, Senor Management and Employees—C. Board Practices— Approval of Related Party Transactions under Israeli Law— Disclosure of Personal Interests of an Office Holder and Approval of Certain Transactions."

Compensation of Executive Officers

Our compensation for our executive officers is paid pursuant to written employment agreements that we have entered with each of our executive officers and is based, in part, on each executive officer's personal contribution to our management, operations and success. Such compensation is determined consistent with our compensation policy. For more information on our compensation policy, please see "—Compensation Policy" above.

Each executive officer's entitlement to an annual bonus is determined according to a formula that links financial and qualitative target-based goals and metrics related to the specific objectives within the responsibility of the relevant executive officer. In the case of executive officers who are also office holders, their annual bonus is also required to be consistent with our compensation policy. The goals and objectives of Evogene's office holders are determined by the compensation and nominating committee and our board of directors. For each fiscal year, our compensation and nominating committee and board of directors determine the maximum target bonus for each of our office holders, including our CEO. Further, for our CEO, all terms of employment, including bonus terms, require, in general, approval by a majority of our shareholders present and voting (in person or by proxy) at a meeting of shareholders, subject to fulfillment of one of the two additional conditions described in "Item 6. Directors, Senior Management and Employees—C. Board Practices—Approval of Related Party Transactions under Israeli Law—Disclosure of Personal Interests of an Office Holder and Approval of Certain Transactions." As approved by our annual general meeting of shareholders on August 10, 2021, the annual cash bonus measurable performance objectives of our CEO, Mr. Ofer Haviv may be determined annually by the Compensation Committee and the Board.

Each of the employment agreements with our executive officers contains provisions regarding non-competition, confidentiality of information and assignment of inventions. The non-competition provision applies for a period that is generally 12 months following termination of employment. The enforceability of covenants not to compete in Israel and in the United States is subject to limitations. The employment agreement of each executive officer is terminable upon between 60 to 90 days' written notice by either party to the agreement.

Director Compensation

Our directors are entitled to cash compensation and equity compensation as follows:

Cash Compensation of Directors

All of our directors receive annual fees and per-meeting fees for their service on our board and its committees, in the following amounts:

- Annual fees in an amount of approximately $20,600 for directors classified as experts; and
- Per-meeting fees in an amount of approximately $1,100 for directors classified as experts; 60% of such amounts for participation in meetings via telecommunication and 50% of such amounts for resolutions adopted in writing.

Such amounts are within the range for cash compensation for external and unaffiliated directors of a company of our size (based on level of shareholders' equity) under the Companies Law.

Cash Compensation of Chairperson of the Board

In accordance with shareholders' approval from August 2021, a chairperson of the board who is determined by the Board to be an "active chairperson" in light of increased involvement in our activities and increased time investment in the performance of the duties accompanying the chairperson's position compared to the other directors, shall be entitled to increased compensation relative to our other directors of approximately $6,600 per month. Our Board has determined that Mr. Nir Nimrodi, our chairperson of the board, is an active chairperson, and accordingly his fees as active chairperson is as aforesaid.

Equity Compensation of Directors

In accordance with our shareholders' approval from August 2025, and in compliance with our compensation policy, each non-employee director is granted options to purchase 2,500 ordinary shares of the Company on the date of our annual general shareholders meeting at which such director is elected or re-elected to the board. The chairperson of our board is granted options to purchase 5,000 ordinary shares and options to purchase 10,000 ordinary shares for the chairperson who will be defined by the Board as an "active chairperson". These options vest over a period of one year, with 25% of the options vesting at the end of each successive three-month period following the director's re-appointment by the general meeting of shareholders, subject to continued service through each vesting date. In the case of a director who is elected to the Board for the first time, all of the options to purchase 2,500 or 5,000 or 10,000 ordinary shares (as applicable) shall vest following a one year "cliff"— i.e., on the anniversary of the initial date of election.

All option grants to directors following the approval of our 2021 Share Incentive Plan by our shareholders (i.e., as of August 10, 2021), are subject to the terms of our 2021 Share Incentive Plan and are granted at an exercise price equal to the average closing sales price per ordinary share on the TASE over the thirty trading day period preceding the subject date (but not less than "fair market value" with respect to grantees subject to U.S. tax). All option grants to directors prior to August 10, 2021, are subject to the terms of our 2013 Share Option Plan and were granted at an exercise price equal to the higher of (i) the average closing price of our ordinary shares on the TASE during the 30 trading days prior to the date of option allocation, plus 5% and (ii) the closing price of our ordinary shares on the TASE on the date of option allocation. All such options expire 10 years following the date of grant thereof.

Information regarding the options to purchase our ordinary shares (including number of options, exercise price and expiration date of all such options) held by each of our directors and executive officers who beneficially owns our ordinary shares, after including ordinary shares underlying options held by them, which, as of March 17, 2025, were exercisable or exercisable within 60 days, appears in the beneficial ownership table in Item 7.A below and in the footnotes thereto.

Share Option and Incentive Plans

Company Option and Incentive Plans

We maintain two share option and incentive plans, the Evogene Ltd. 2013 Share Option Plan, or the 2013 Plan, and the Evogene Ltd. 2021 Share Incentive Plan, or the 2021 Plan. Both incentive plans provide for the grant of options to purchase our ordinary shares, and the 2021 Plan additionally provides for the issuance of restricted share units, or RSUs, the grant of RSUs and the issuance or grant of other equity-based awards.

On March 4, 2026, the Board approved an increase of 582,407 ordinary shares issuable pursuant to the 2021 Plan. As of March 15, 2026, options to purchase 944,325 ordinary shares, having a weighted average exercise price of $5.97 per share, and 4,675 RSUs, having no exercise price, were outstanding under our option and incentive plans, and options to purchase 315,074 ordinary shares were exercisable and 40,010 RSUs were vested. An additional 503,452 ordinary shares remained available for future grant under our 2021 Plan as of that date.

Among other types of equity-based awards, our share option and incentive plans provide for granting awards in compliance with Section 102 of the Israeli Income Tax Ordinance [New Version], 5721-1961, or the Tax Ordinance, which provides to employees, directors and officers, who are not controlling shareholders (*i.e.*, who hold less than 10% of our share capital) and are Israeli residents, favorable tax treatment for compensation in the form of shares, options, RSUs or other types of equity awards issued or granted, as applicable, to a trustee under the "capital gains track" for the benefit of the relevant employee, director or officer and are held by the trustee for at least two years after the date of grant or issuance. Under the "capital gains track", we are not allowed to deduct an expense with respect to the grant or issuance of the relevant equity-based awards.

The 2021 Plan also permits us to grant equity-based awards to U.S. residents, in accordance with the applicable provisions of the U.S. Internal Revenue Code of 1986, as amended, or the Code.

Awards granted under our plans may be subject to vesting schedules. Options to purchase our ordinary shares granted under our plans expire 10 years from the grant date. The plans address the treatment of vested and unvested awards upon the termination of employment of the award holder as well as upon consummation of a merger or consolidation of our company, or sale of all or substantially all of our shares or assets.

Subsidiary Equity Incentive Plans

In addition to the share option and incentive plans at our parent company level, each of our subsidiaries has adopted its own equity incentive plan. The following table presents information regarding our subsidiaries' equity incentive plans, including the percentage of the equity of those companies that may be issued or granted as equity incentives to employees, directors or service providers of those companies and the percentage of that equity that has been issued or granted as of March 15, 2026 (in both cases, after including shares underlying options).

Subsidiary	Percentage of Subsidiary's Equity Issuable as Equity Incentives	Percentage of Equity Granted as of March 15, 2025 as Equity Incentives
AgPlenus	13.84%	7.79%
Biomica	12.0%	0.69%
Casterra	7.54%	6.58%
Lavie Bio	8.21%	0.22%

Grants under our subsidiaries' equity incentive plans may qualify for favorable treatment under the tax law provisions of the United States or Israel.

Share-based payments under our subsidiary equity incentive plans are presented as non-controlling interests in the financial statements and were valued as a reversal of expenses of approximately $0.01 million in 2025, as detailed in Note 17h to the financial statements included in this Annual Report under Item 18.

C. Board Practices

Board of Directors

Under the Companies Law and our articles of association, the supervision of the management of our business is vested in our board of directors. Our board of directors may exercise all powers and may take all actions that are not specifically granted to our shareholders or to executive management. Our Chief Executive Officer (referred to as a "general manager" under the Companies Law) is responsible for our day-to-day management. Our Chief Executive Officer is appointed by, and serves at the discretion of, our board of directors, subject to the employment agreement that we have entered into with him. All other executive officers are appointed by the Chief Executive Officer and are subject to the terms of any applicable employment agreements that we may enter into with them.

Under our articles of association and the Companies Law, our board of directors must consist of not less than three and no more than seven directors. Currently our board of directors consists of six directors.

Our directors are elected annually, by a simple majority vote of holders of our voting shares participating and voting at the annual meeting of our shareholders, for a one-year term, from the annual general meeting of our shareholders at which they are elected until the next annual general meeting and until their respective successors are elected and qualified or until their earlier removal by our shareholders at a general meeting, or upon the occurrence of certain events, in accordance with the Companies Law and our articles of association. The duration of service of each of our current directors can be found in their respective biographies in Item 6.A. above.

In addition, under our articles of association, our board of directors may appoint directors to fill vacancies or as new directors for a term of office that lasts until the next annual meeting of our shareholders. In the event of a vacancy resulting in the board consisting of less than the minimum number of directors required by our articles of association, our board of directors may only act in order to convene a general meeting of our shareholders for the purpose of electing such additional number of directors.

Pursuant to the terms of a put option agreement we entered into with Monsanto (now Bayer) in October 2013, Monsanto has the right to nominate a non-voting observer to our board of directors so long as Monsanto holds at least 5% of our voting rights. In addition, pursuant to a share purchase agreement we entered into with Bayer in December 2010 and as amended in June 2013, Bayer also has the right to appoint one observer to our board of directors so long as Bayer holds at least 3% of our issued and outstanding shares. In each case, the observer is entitled to be advised reasonably in advance of board meetings and is to receive copies of all material distributed in connection with such meetings. The observer would not have any voting rights. To our knowledge, as of the date of this report, Monsanto and Bayer hold less than the percentage required for the purpose of appointing an observer, and as of the date of this Annual Report, neither Monsanto nor Bayer has appointed an observer.

Chairperson of the Board

Our articles of association provide that the chairperson of the board is appointed by the members of the board of directors and serves as chairperson of the board throughout his term as a director, unless resolved otherwise by the board of directors. Under the Companies Law, the general manager (i.e., the Chief Executive Officer) or a relative of the general manager may not serve as the chairperson of the board of directors, and the chairperson or a relative of the chairperson may not be vested with authorities of the general manager, in each case without shareholder approval consisting of a majority vote of the shares present and voting at a shareholders meeting, provided that either:

- such majority includes at least 2/3 of the shares held by all shareholders who are not controlling shareholders and do not have a personal interest in such appointment, present and voting at such meeting; or
- the total number of shares of non-controlling shareholders who do not have a personal interest in such appointment voting against such appointment does not exceed two percent of the aggregate voting rights in the company.

In addition, a person subordinated, directly or indirectly, to the general manager may not serve as the chairperson of the board of directors; the chairperson of the board may not be vested with authorities that are granted to those subordinated to the general manager; and the chairperson of the board may not serve in any other position in the company or a controlled company, except that he may serve as a director or chairperson of a subsidiary.

External Directors

In general, under the Companies Law, the board of directors of an Israeli public company (such as ours) is required to include at least two external directors. According to regulations promulgated under the Companies Law, a person may be appointed as an external director if such person has either professional qualifications or accounting and financial expertise. In addition, at least one of the external directors must be determined by our board of directors to have accounting and financial expertise.

However, pursuant to regulations enacted under the Companies Law in 2016, the board of directors of a company whose shares are listed on certain non-Israeli stock exchanges (including the Nasdaq Capital Market), which company does not have a controlling shareholder (as such term is defined in the Companies Law), may elect not to comply with the requirements of the Companies Law relating to the election of external directors and to the composition of the audit committee and compensation committee. Such an election may be made by the board of directors, and is contingent upon the company's satisfaction, in an ongoing manner, of the applicable foreign country stock exchange rules that apply to companies organized in that country relating to the appointment of independent directors and the composition of the audit and compensation committees.

Because our company did not have, in May 2016, and still does not have, a controlling shareholder, and as we comply with the Nasdaq Listing Rules applicable to domestic U.S. companies with respect to a majority of our directors being independent and with respect to the composition of our audit committee and compensation committee, our board of directors determined, in May 2016, to opt-out of the requirement to elect external directors. If in the future we were to have a controlling shareholder, we would likely again be required to comply with the Companies Law requirements relating to external directors and composition of the audit committee and compensation committee.

The term controlling shareholder, as used in the Companies Law for purposes of all matters related to external directors and for certain other purposes, means a shareholder that has the ability to direct the activities of the company, other than by virtue of being an office holder. For purposes of all matters related to external directors, a shareholder is presumed to be a controlling shareholder if the shareholder holds 50% or more of the voting rights in the company or has the right to appoint the majority of the directors of the company or its general manager (chief executive officer).

Directors' Service Contracts

There are no arrangements or understandings between us, on the one hand, and any of our directors, on the other hand, providing for benefits upon termination of their service as directors of our company.

Financial Statements Review and Audit Committee

Our financial statements review and audit committee, or audit committee, consists of Mr. Dan Falk, Dr. Adrian Percy and Mr. Leon Recanati. Mr. Falk serves as the Chairperson of the audit committee.

Requirements as to Composition

Companies Law Requirements

Under the Companies Law, the board of directors of a public company must appoint an audit committee. The audit committee must be comprised of at least three directors.

Following the promulgation of the regulations described above, we may comply with the requirements of the Companies Law by appointing an audit committee whose composition complies with the Nasdaq Listing Rules. Under the Nasdaq Listing Rules, we are required to maintain an audit committee consisting of at least three independent directors, each of whom is financially literate and at least one of whom has accounting or related financial management expertise.

All members of our audit committee meet the requirements for independence and financial literacy under the Nasdaq Listing Rules. Our board of directors has determined that each of Mr. Dan Falk and Mr. Leon Recanati is furthermore an audit committee financial expert, as defined by the SEC rules, and has the requisite financial experience required under the Nasdaq Listing Rules.

Each of the members of the audit committee is also "independent" as required by, and as such term is defined in, Rule 10A-3(b)(1) under the Exchange Act, which is different from the general test for independence of board and committee members under the Nasdaq Listing Rules.

Audit Committee Role

Our board of directors (following the approval by our audit committee) has adopted an audit committee charter setting forth the required composition, meeting procedures and other matters related to the terms of operation of the committee. The charter also describes the responsibilities of the audit committee consistent with the rules of the SEC and the Nasdaq Listing Rules, which include, among others:

- retaining and terminating the services of our independent auditors, subject to the approval of the board of directors and shareholders;
- pre-approval of audit and non-audit services to be provided by the independent auditors;
- reviewing with management and our independent directors our financial reports prior to their submission to the SEC; and
- approval of certain transactions with office holders and other related-party transactions.

The charter of the audit committee is available on our website. The contents of that website do not constitute a part of this Annual Report.

Our audit committee provides assistance to our board of directors in fulfilling its legal and fiduciary obligations in matters involving our accounting, auditing, financial reporting, internal control and legal compliance functions by pre-approving the services performed by our independent accountants and reviewing their reports regarding our accounting practices and systems of internal control over financial reporting. Our audit committee also oversees the audit efforts of our independent accountants and takes those actions that it deems necessary to satisfy itself that the accountants are independent of management.

Additionally, under the Companies Law, an audit committee is required, among other things, to (i) identify deficiencies in the administration of the company (including by consulting with the internal auditor), and recommend remedial actions with respect to such deficiencies, (ii) review and approve certain related party transactions, including determining whether or not such transactions are extraordinary transactions or insignificant transactions, and (iii) adopt procedures with respect to processing employee complaints in connection with deficiencies in the administration of the company, and the appropriate means of protection afforded to such employees. In addition, the audit committee is responsible for overseeing the internal control procedures of the company. Under the Companies Law, the approval of the audit committee is required for specified actions and transactions with office holders and controlling shareholders. See "—Approval of Related Party Transactions under Israeli Law."

In addition, the audit committee is required to supervise the manner pursuant to which the Company implements the requirements of the Privacy Protection Law, 1981 and the Privacy Protection Regulations (Data Security), 2017.

Compensation and Nominating Committee

Our compensation and nominating committee, or compensation committee, consists of Mr. Dan Falk, Mr. Leon Recanati and Dr. Adrian Percy. Mr. Falk serves as the Chairperson of the committee.

Requirements as to Composition

Following the promulgation of the regulations described above, we may comply with the requirements of the Companies Law by appointing a compensation committee whose composition complies with the Nasdaq Listing Rules. Under the Nasdaq Listing Rules, we are required to maintain a compensation committee consisting of at least two members, each of whom qualifies as an independent director (as defined under the Nasdaq Listing Rules). Each compensation committee member must furthermore be deemed by our board of directors to meet the enhanced independence requirements for members of the compensation committee under the Nasdaq Listing Rules, which require that our board of directors consider (among other things) the source of each such committee member's compensation in determining whether he or she is independent.

Our board of directors has determined that each of the members of our compensation committee is considered "independent" under the Nasdaq Listing Rules and meets the enhanced independence requirements for members of the compensation committee under the Nasdaq Listing Rules and Rule 10C-1 under the Exchange Act.

Compensation and Nominating Committee Role

Our board of directors (following approval by our compensation committee) has adopted a compensation and nominating committee charter setting forth the required composition, meeting procedures and other matters related to the terms of operation of the committee. The charter also describes the responsibilities of the compensation committee consistent with the Nasdaq Listing Rules and the Companies Law, which include, among others:

- reviewing and recommending an overall compensation policy with respect to our Chief Executive Officer and other executive officers, as described above under "Item 6. Directors, Senior Management and Employees—B. Compensation—Compensation Policy";
- reviewing and approving corporate goals and objectives relevant to the compensation of our Chief Executive Officer and other executive officers, including evaluating their performance in light of such goals and objectives;
- reviewing and recommending to our board of directors to approve the granting of options and other incentive awards;
- overseeing our company's policy for recovery of erroneously awarded compensation;
- reviewing, evaluating and making recommendations regarding the compensation and benefits for our non-employee directors; and
- advising our board of directors in selecting individuals who are best able to fulfill the responsibilities of a director or executive officer of our company.

The charter of the compensation and nominating committee is available on our website. The contents of that website do not constitute a part of this Annual Report.

Compensation Policy under the Companies Law

In general, under the Companies Law, a public company must have a compensation policy approved by the board of directors after receiving and considering the recommendations of the compensation committee. In addition, our compensation policy must be approved at least once every three years, first, by our board of directors, upon recommendation of our compensation committee, and second, by a simple majority of the ordinary shares present, in person or by proxy, and voting (excluding abstentions) at a general meeting of shareholders, provided that either:

- such majority includes at least a majority of the shares held by shareholders who are not controlling shareholders and shareholders who do not have a personal interest in such compensation policy; or
- the total number of shares of non-controlling shareholders and shareholders who do not have a personal interest in the compensation policy and who vote against the policy, does not exceed two percent (2%) of the aggregate voting rights in the Company.

Under special circumstances, the board of directors may approve the compensation policy despite the objection of the shareholders on the condition that the compensation committee and then the board of directors decide, on the basis of detailed grounds and after discussing again the compensation policy, that, despite the objection of shareholders, approval of the compensation policy is for the benefit of the company.

The compensation policy must be based on certain considerations, include provisions and matters specifically set forth in the Companies Law.

The compensation policy must serve as the basis for decisions concerning the financial terms of employment or engagement of office holders, including exculpation, insurance, indemnification or any monetary payment or obligation of payment in respect of employment or engagement. The compensation policy must be determined and later reevaluated according to certain factors, including: the advancement of the company's objectives, business plan and long-term strategy; the creation of appropriate incentives for office holders, while considering, among other things, the company's risk management policy; the size and the nature of the company's operations; and with respect to variable compensation, the contribution of the office holder towards the achievement of the company's long-term goals and the maximization of its profits, all with a long-term objective and according to the position of the office holder. The compensation policy must furthermore consider the following additional factors:

- the education, skills, experience, expertise and accomplishments of the relevant office holder;
- the office holder's position and responsibilities;
- prior compensation agreements with the office holder;
- the ratio between the cost of the terms of employment of an office holder and the cost of the employment of other employees of the company, including employees employed through contractors who provide services to the company, in particular the ratio between such cost to the average and median salary of such employees of the company, as well as the impact of disparities between them on the work;
- relationships in the company;
- if the terms of employment include variable components — the possibility of reducing variable components at the discretion of the board of directors and the possibility of setting a limit on the value of non-cash variable equity-based components; and
- if the terms of employment include severance compensation — the term of employment or office of the office holder, the terms of the office holder's compensation during such period, the company's performance during such period, the office holder's individual contribution to the achievement of the company's goals and the maximization of its profits and the circumstances under which he or she is leaving the company.

The compensation policy must also include, among other things:

- with regard to variable components:
  - with the exception of office holders who report to the chief executive officer, a means of determining the variable components on the basis of long-term performance and measurable criteria; provided that the company may determine that an immaterial part of the variable components of the compensation package of an office holder shall be awarded based on non-measurable criteria, or if such amount is not higher than three months' salary per annum, taking into account such office holder's contribution to the company; and
  - the ratio between variable and fixed components, as well as the limit of the values of variable components at the time of their payment, or in the case of equity-based compensation, at the time of grant;
- a condition under which the office holder will return to the company, according to conditions to be set forth in the compensation policy, any amounts paid as part of the office holder's terms of employment, if such amounts were paid based on information later to be discovered to be wrong, and such information was restated in the company's financial statements;
- the minimum holding or vesting period of variable equity-based components, while taking into consideration long-term incentives; and
- a limit to retirement grants.

Internal Auditor

Under the Companies Law, the board of directors of an Israeli public company must appoint an internal auditor recommended by the audit committee. Under the Companies Law, the internal auditor may be an employee of the company but not an office holder, an affiliate, or a relative of an office holder or affiliate, and may not be the company's independent accountant or its representative.

The role of the internal auditor is to examine, among other things, our compliance with applicable law and orderly business procedures. The audit committee is required to oversee the activities and to assess the performance of the internal auditor as well as to review the internal auditor's work plan. Mr. Yisrael Gewirtz, CPA, has been appointed as our internal auditor. Mr. Gewirtz is a certified internal auditor and a partner of Fahn Kanne Control Management Ltd., an affiliate of Grant Thornton LLP.

Our internal auditor also provides management and the audit committee ongoing assessments of our risk management processes and our internal controls.

Approval of Related Party Transactions under Israeli Law

Fiduciary Duties of Directors and Executive Officers

The Companies Law codifies the fiduciary duties that office holders owe to a company. Many of the executive officers listed in the table under "Item 6. Directors, Senior Management and Employees— A. Directors and Senior Management" are also office holders under the Companies Law. An office holder's fiduciary duties consist of a duty of care and a duty of loyalty. The duty of care requires an office holder to act with the level of care with which a reasonable office holder in the same position would have acted under the same circumstances. The duty of loyalty requires that an office holder act in good faith and in the best interests of the company. The duty of care includes a duty to use reasonable means to obtain (i) information on the appropriateness of a given action submitted for his or her approval or performed by virtue of his or her position; and (ii) all other important information pertaining to these actions. The duty of loyalty includes a duty to (i) refrain from any conflict of interest between the performance of his or her duties in the company and his or her personal affairs; (ii) refrain from any activity that is competitive with the business of the company; (iii) refrain from exploiting any business opportunity of the company in order to receive a personal gain for himself or herself or others; and (iv) disclose to the company any information or documents relating to the company's affairs which the office holder received as a result of his or her position as an office holder.

Disclosure of Personal Interests of an Office Holder and Approval of Certain Transactions

The Companies Law requires that an office holder promptly disclose to the board of directors any conflict of interest (referred to under the Companies Law as a "personal interest") that he or she may have and all related material information known to him or her concerning any existing or proposed transaction with the company. If it is determined that an office holder has a personal interest in a transaction, approval by the board of directors is required for the transaction, unless the company's articles of association provide for a different method of approval. Our articles of association provide that for non-extraordinary interested party transactions, the board of directors may delegate its approval, or may provide a general approval to certain types of non-extraordinary interested party transactions. Every interested party transaction requires that our board of directors determine affirmatively that the transaction is favorable to the company. Approval first by the company's audit committee and subsequently by the board of directors is required for an extraordinary transaction, meaning any transaction that is not in the ordinary course of business, not on market terms or that is likely to have a material impact on the company's profitability, assets or liabilities. A director and any other office holder who has a personal interest in a transaction which is considered at a meeting of the board of directors or the audit committee may generally (unless it is with respect to a transaction which is not an extraordinary transaction) not be present at such a meeting or vote on that matter unless a majority of the directors or members of the audit committee, as applicable, have a personal interest in the matter. If a majority of the members of the audit committee or the board of directors has a personal interest in the approval of such a transaction then all of the directors may participate in deliberations of the audit committee or board of directors, as applicable, with respect to such transaction and vote on the approval thereof and, in such case, shareholder approval is also required.

Pursuant to the Companies Law, extraordinary transactions with our office holders who are not directors require audit committee approval and subsequent approval by our board of directors. Compensation, insurance, indemnification or exculpation arrangements for office holders who are not directors require approval by our compensation committee, followed by our board of directors and, if deviating from our compensation policy, our shareholders as well, via a special majority. Compensation arrangements with directors, including in their capacities as executive officers, or with our Chief Executive Officer, as well as insurance (unless exempted under the applicable regulations), indemnification or exculpation of directors or our Chief Executive Officer, require the approval of the compensation committee, the board of directors and our shareholders, in that order. In the case of our Chief Executive Officer, the shareholder approval must fulfill, in addition to an ordinary majority, one of the following two special majority requirements:

- at least a majority of the voting rights in the company held by non-controlling shareholders who have no conflict of interest (referred to under the Companies Law as a "personal interest") in the transaction or arrangement and who are present and voting (in person or by proxy) at the general meeting, must be voted in favor of approving the transaction or arrangement (for this purpose, abstentions are disregarded); or

- the voting rights held by non-controlling, non-conflicted shareholders (as described in the previous bullet point) who are present and voting (in person or by proxy) at the general meeting, and who vote against the transaction, do not exceed two percent of the voting rights in the company.

As described above (concerning votes related to external directors), a shareholder is presumed to be a controlling shareholder if the shareholder holds 50% or more of the voting rights in the company or has the right to appoint the majority of the directors of the company or its general manager (chief executive officer). In addition, as it relates to the approval of related party transactions, a controlling shareholder is furthermore deemed to include any shareholder possessing 25% or more of the voting rights if no other shareholder possesses more than 50% of the voting rights.

If the transaction or compensation arrangement of the office holder brought for approval amends an existing arrangement, then only the approval of the audit committee or compensation committee (as appropriate) is required if that committee determines that the amendment is not material in relation to the existing arrangement.

Disclosure of Personal Interests of Controlling Shareholders and Approval of Certain Transactions

Pursuant to the Companies Law, the disclosure requirements regarding personal interests that apply to directors and executive officers also apply to a controlling shareholder of a public company. In the case of an extraordinary transaction between a public company and a controlling shareholder, or in which a controlling shareholder has a personal interest, the shareholder approval requirement—by a special majority—that applies to a compensation arrangement for the chief executive officer (as described above) also applies to the extraordinary transaction (except that a controlling shareholder's vote is not excluded from the special majority determination, unless the controlling shareholder possesses a conflict of interest/ personal interest). We currently do not have a controlling shareholder.

Shareholder Duties

Pursuant to the Companies Law, a shareholder has a duty to act in good faith and in a customary manner toward the company and other shareholders and to refrain from abusing his, her or its power with respect to the company, including, among other things, in voting at a general meeting and at shareholder class meetings with respect to the following matters: (i) an amendment to the company's articles of association; (ii) an increase of the company's authorized share capital; (iii) a merger; or (iv) an interested party transaction that requires shareholder approval.

In addition, a shareholder has a general duty to refrain from discriminating against other shareholders. Certain shareholders also have a duty of fairness toward the company. These shareholders include any controlling shareholder, any shareholder who knows that it has the power to determine the outcome of a shareholder vote and any shareholder who has the power to appoint or to prevent the appointment of an office holder of the company or exercise any other rights available to it under the company's articles of association with respect to the company. The Companies Law does not define the substance of this duty of fairness, except to state that the remedies generally available upon a breach of contract will also apply in the event of a breach of the duty of fairness. Israeli courts have not yet interpreted the scope or nature of any of these duties.

Approval of Private Placements

Under the Companies Law, a significant private placement of securities requires approval by the board of directors and the shareholders by a simple majority. A private placement is considered a significant private placement if it results in a person becoming a controlling shareholder, or if all of the following conditions are met: (i) the securities issued amount to 20% or more of the company's outstanding voting rights before the issuance; (ii) some or all of the consideration is other than cash or listed securities or the transaction is not on market terms; and (iii) the transaction will increase the relative holdings of a shareholder who holds 5% or more of the company's outstanding share capital or voting rights, or will cause any person to become, as a result of the issuance, a holder of more than 5% of the company's outstanding share capital or voting rights.

Exculpation, Insurance and Indemnification of Office Holders

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

An Israeli company may indemnify an office holder in respect of the following liabilities and expenses incurred for acts performed as an office holder, either in advance of an event or following an event, provided a provision authorizing such indemnification is contained in its articles of association:

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

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

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

An Israeli company may insure an office holder against the following liabilities incurred for acts performed as an office holder if and to the extent provided in the company's articles of association: (i) a breach of the duty of loyalty to the company, to the extent that the office holder acted in good faith and had a reasonable basis to believe that the act would not prejudice the company; (ii) a breach of the duty of care to the company or to a third party, including a breach arising out of the negligent conduct of the office holder; (iii) a financial liability imposed on the office holder in favor of a third party; (iv) a financial liability imposed on the office holder in favor of a third party harmed by a breach in an administrative proceeding; and (v) reasonable litigation expenses, including attorneys' fees, incurred by the office holder as a result of an administrative proceeding instituted against him or her.

An Israeli company may not indemnify or insure an office holder against any of the following: (i) a breach of the duty of loyalty, except to the extent that the office holder acted in good faith and had a reasonable basis to believe that the act would not prejudice the company; (ii) a breach of the duty of care committed intentionally or recklessly, excluding a breach arising out of the negligent conduct of the office holder; (iii) an act or omission committed with intent to derive illegal personal benefit; or (iv) a fine or forfeit levied against the office holder.

Under the Companies Law, exculpation, indemnification and insurance of office holders must be approved by the compensation and nominating committee and the board of directors and, with respect to directors and our Chief Executive Officer, also by our shareholders (in the case of our Chief Executive Officer, by a special majority, as described above under "—Approval of Related Party Transactions under Israeli Law—Disclosure of Personal Interests of an Officer Holder and Approval of Certain Transactions", unless an applicable exemption applies).

Our articles of association allow us to indemnify and insure our office holders for any liability imposed on them as a consequence of an act which was performed by virtue of being an office holder. Our shareholders have approved an amendment to our articles of association that extends such indemnification and insurance to cover omissions by our office holders (in their role as such) as well. Our office holders are currently covered by a directors' and officers' insurance policy.

We have entered into agreements with each of our directors and executive officers. Each such agreement exculpates our director or officer, to the fullest extent permitted by law, from liability to us for damages caused to us as a result of a breach of duty of care and undertaking to indemnify them to the fullest extent permitted by law. This indemnification is limited to events determined as foreseeable by the board of directors based on our activities, and to an amount or according to criteria determined by the board of directors as reasonable under the circumstances.

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

D. Employees

The total number of employees in Evogene and its subsidiaries as of December 31, 2023, 2024 and 2025 was 142, 117 and 52 respectively. As of December 31, 2025, our research and development activities involved 30 employees amounting to approximately 58% of our total full-time workforce, of which 21 were employed by Evogene and 9 were employed by our subsidiaries. In 2025, our employees included individuals with degrees in biology, chemistry, plant genetics, agronomics, computer and data science and other related fields and 16 of our employees hold a Ph.D. As of March 23, 2026, the total number of employees in Evogene and its subsidiaries was 46.

The rate of male v. female in our company and our main subsidiaries as of December 31, 2025, was as follows:

Company	Female	Male	Total
Evogene	62%	38%	37
AgPlenus	50%	50%	6
Lavie Bio	0%	0%	0
Biomica	100%	0%	2
Casterra	29%	71%	7
Total	**60%**	**40%**	**52**

The rate of male v. female in a managing position (i.e., any such person that oversees and supervises other employees) in our company and our subsidiaries as of December 31, 2025, was as follows:

Company	Female	Male
Evogene	46%	54%
AgPlenus	67%	33%
Lavie Bio	0%	0%
Biomica	0%	0%
Casterra	0%	100%

As of December 31, 2025, all of our employees are based in Israel. In addition, during 2025, we had on average, approximately three hourly employees who are based in Israel. The following table shows the breakdown of our employees by division/category of activity and by location as of December 31, 2023, 2024 and 2025, excluding hourly employees:

	As of December 31, 2023			As of December 31, 2024			As of December 31, 2025		
	Israel	U.S.	Total	Israel	U.S.	Total	Israel	U.S.	Total
Executive management	5	-	5	5	-	5	4	-	4
General and administrative	31	-	31	23	-	23	14	-	14
Technology platform and Experimental Unit	39	-	39	38	-	38	19	-	19
Lavie Bio Ltd.	21	5	26	15	2	17	0	-	0
AgPlenus Ltd.	11	1	12	11	-	11	6	-	6
Casterra Ag Ltd.	4	-	4	5	-	5	7	-	7
Biomica Ltd.	18	-	18	18	-	18	2	-	2
Canonic Ltd.	7	-	7	-	-	-	0	-	0
Total	136	6	142	115	2	117	52	-	52

Israeli labor laws govern the length of the workday, minimum wages for employees, procedures for hiring and dismissing employees, determination of severance pay, annual leave, sick days, advance notice of termination of employment, equal opportunity and anti-discrimination laws and other conditions of employment. Subject to certain exceptions, Israeli law generally requires severance pay upon the retirement, death or dismissal of an employee, and requires us and our employees to make payments to the National Insurance Institute, which is similar to the U.S. Social Security Administration. Our employees have pension plans that comply with the applicable Israeli legal requirements.

While none of our employees is party to any collective bargaining agreements, certain provisions of the collective bargaining agreements between the "*Histadrut*" (the General Union of Workers in Israel) and the Coordination Bureau of Economic Organizations (including the Industrialists' Associations) are applicable to our employees in Israel by order of the Israeli Ministry of the Economy and Industry. These provisions primarily concern pension fund benefits for all employees, insurance for work-related accidents, recuperation pay and travel expenses.

None of our employees is represented by a labor union or covered under a collective bargaining agreement. We have never experienced any employment-related work stoppages and believe our relationships with our employees are good.

E. Share Ownership

For information regarding the share ownership of our directors and executive officers, please refer to the table in "Item 7. Major Shareholders and Related Party Transactions—A. Major Shareholders." For information regarding our equity incentive plans, see "Item 6.B. Director, Senior Management and Employees—Compensation—Equity Incentive Plans."

F. Disclosure of a Registrant's Action to Recover Erroneously Awarded Compensation

None.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

The following table sets forth information with respect to the beneficial ownership of our shares as of March 22, 2026 (unless otherwise indicated) by: (i) each of our directors and executive officers, individually; and (ii) all of our executive officers and directors, as a group. There is no person or entity known by us to own beneficially more than 5% of our outstanding shares.

The beneficial ownership of ordinary shares is determined in accordance with the rules of the SEC, and generally includes any ordinary shares over which a person exercises sole or shared voting or investment power, or the right to receive the economic benefit of ownership. For purposes of the table below, we deem shares subject to warrants and options that are currently exercisable or exercisable within 60 days of March 22, 2026, and RSUs that are currently vested or will become vested within 60 days of March 22, 2026, to be outstanding and to be beneficially owned by the person holding the warrants or options for the purposes of computing the percentage ownership of that person, but we do not treat them as outstanding for the purpose of computing the percentage ownership of any other person.

The percentage of shares beneficially owned by any shareholder has been calculated based on 9,893,764 ordinary shares outstanding as of March 19, 2026. Unless otherwise indicated below, to our knowledge, all persons named in the table have sole voting and investment power with respect to their shares, except to the extent that authority is shared by spouses under community property laws.

Unless otherwise noted below, each shareholder's address is c/o Evogene Ltd., 13 Gad Feinstein Street, Park Rehovot, Rehovot 7638517, Israel. The shareholders listed below (including our directors and executive officers) do not have any different voting rights than any of our other shareholders. We know of no arrangements that would, at a subsequent date, result in a change of control of our company. A description of any material relationship that our principal shareholders have had with us or any of our predecessors or affiliates within the past year is included under "Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions."

	Shares Beneficially Held	
Name of Beneficial Owner	**Number**	**Percentage of Class**
Executive Officers and Directors		
Mr. Ofer Haviv	89,000(1)	0.90%
Mr. Yaron Eldad	36,569(2)	0.37%
Dr. Gabi Tarcic	15,000(3)	0.15%
Mr. Ilia Zhidkov	31,250(4)	0.32%
Ms. Sarit Firon	18,275(5)	0.18%
Mr. Dan Falk	7,275(6)	0.07%
Mr. Nir Nimrodi	18,525(7)	0.19%
Dr. Adrian Percy	10,575(8)	0.11%
Mr. Leon Y. Recanati	94,211(9)	0.95%
All directors and executive officers as a group (9 persons)	320,680	3.24%

(1) Consists of 89,000 ordinary shares issuable upon exercise of options that are currently exercisable or exercisable within 60 days of March 22, 2026, of which options to purchase the following number of shares expire on the following dates, respectively: 22,500 on August 8, 2027, 50,000 on April 21, 2030 and 16,500 on December 23, 2034. The weighted average exercise price of these options is NIS 69.38 per ordinary share.

(2) Consists of 33,750 ordinary shares issuable upon exercise of options that are currently exercisable or exercisable within 60 days of March 22, 2026, of which options to purchase the following number of shares expire on the following dates, respectively: 15,000 on March 30, 2032 and 18,750 on November 20, 2034. The weighted average exercise price of these options is NIS 22.97 per ordinary share. Also includes 2,819 shares issuable upon vesting of RSUs that are currently vested or will become vested within 60 days of March 22, 2025, with no exercise price.

(3) Consists of 15,000 ordinary shares issuable upon exercise of options that are currently exercisable or exercisable within 60 days of March 22, 2026, all of which options shall expire on November 20, 2034. The weighted average exercise price of these options is NIS 8.62 per ordinary share.

(4) Consists of 31,250 ordinary shares issuable upon exercise of options that are currently exercisable or exercisable within 60 days of March 22, 2026, of which options to purchase the following number of shares expire on the following dates, respectively: 3,000 on August 8, 2027, 750 on July 30, 2029, 8,000 on September 1, 2031, 4,500 on March 8, 2033 and 15,000 on November 20, 2034. The weighted average exercise price of these options is NIS 50.02 per ordinary share.

(5) Consists of 18,275 ordinary shares issuable upon exercise of options that are currently exercisable or exercisable within 60 days of March 22, 2026, of which options to purchase the following number of shares expire on the following dates, respectively: 1,000 on August 10, 2026, 250 on August 8, 2027, 250 on August 6, 2028, 250 on September 23, 2029, 250 on September 22, 2030, 3,600 on September 1, 2031, 3,600 on September 15, 2032, 3,600 on May 11, 2033, 3,600 on June 13, 2034 and 1,875 on August 18, 2035. The weighted average exercise price of these options is NIS 55.30 per ordinary share.

(6) Consists of 7,275 ordinary shares issuable upon exercise of options that are currently exercisable or exercisable within 60 days of March 22, 2026, of which options to purchase the following number of shares expire on the following dates, respectively: 1,800 on September 15, 2032, 1,800 on May 11, 2033, 1,800 on June 13, 2034 and 1,875 on August 18, 2035. The weighted average exercise price of these options is NIS 22.11 per ordinary share.

(7) Consists of 18,525 ordinary shares issuable upon exercise of options that are currently exercisable or exercisable within 60 days of March 22, 2026, of which options to purchase the following number of shares expire on the following dates, respectively: 5,625 on April 20, 2030, 1,800 on September 15, 2032, 1,800 on May 11, 2033, 1,800 on June 13, 2034 and 7,500 on August 18, 2035. The weighted average exercise price of these options is $6.16 per ordinary share.

(8) Consists of 10,575 ordinary shares issuable upon exercise of options that are currently exercisable or exercisable within 60 days of March 22, 2026, of which options to purchase the following number of shares expire on the following dates, respectively: 1,000 on December 23, 2028, 250 on February 1, 2030, 250 on February 1, 2031, 1,800 on August 10, 2031, 1,800 on September 15, 2032, 1,800 on May 11, 2033, 1,800 on June 13, 2034 and 1,875 on August 18, 2035. The weighted average exercise price of these options is $13.38 per ordinary share.

(9) Includes 83,886 ordinary shares held by Mr. Recanati. Also includes 10,325 ordinary shares issuable upon exercise of options that are currently exercisable or exercisable within 60 days of March 22, 2026, of which options to purchase the following number of shares expire on the following dates, respectively: 250 on May 16, 2027, 250 on June 25, 2028, 250 on July 30, 2029, 250 on November 17, 2030, 250 on June 11, 2031, 1,800 on September 1, 2031, 1,800 on September 15, 2032, 1,800 on May 11, 2033, 1,800 on June 13, 2034 and 1,875 on August 18, 2035. The weighted average exercise price of these options is NIS 44.68 per ordinary share.

Changes in Percentage Ownership by Major Shareholders

Over the course of 2024, there was a decrease in the percentage ownership of SilverArc Capital Management, LLC, which later decreased to below 5%, based on its Schedule 13G filed on October 15, 2024.

Over the course of 2023, there were increases in the percentage ownership of SilverArc (from below 5% to 6.1%), based on its Schedule 13G filed on February 14, 2024.

The information above regarding changes in percentage ownership by major shareholders during the years ended December 31, 2023 through 2025 is based solely on information contained in Schedule 13Gs (as may be amended) as filed by such persons with the SEC.

Record Holders

As of March 22, 2026, there are three shareholders of record of our ordinary shares, two of which are located in the United States and one that is located in Israel. The majority of our issued and outstanding ordinary shares were held of record in the United States, in the name of a single record shareholder — Cede & Co., as nominee for the Depository Trust Company. The number of record holders is not representative of the number of beneficial holders of our ordinary shares, nor is it representative of where such beneficial holders reside, since the shares held in the name of Cede & Co. are listed for trading on Nasdaq and the TASE and are beneficially owned by a wide range of underlying beneficial shareholders who hold their shares in "street name," including Israeli and other non-U.S. shareholders.

B. Related Party Transactions

Except as described below or elsewhere in this Annual Report, since January 1, 2025, we have had no transaction, nor do we have any presently proposed transaction, and neither we nor our subsidiaries have had any loan, nor do we or our subsidiaries have any presently proposed loan, involving any related party described in Item 7.B. of this Annual Report.

Agreements with Directors and Officers

Employment Agreements

We have entered into written employment agreements with all of our executive officers. Each of these agreements contains provisions regarding non-competition, confidentiality of information and assignment of inventions. The non-competition provision applies for a period that is generally 12 months following termination of employment. The enforceability of covenants not to compete in Israel and in the United States is subject to limitations.

Equity Awards

See "Item 6. Directors, Senior Management and Employee—B. Compensation—Share Option and Incentive Plans."

Indemnification Agreements

Our articles of association allow us to indemnify and insure our office holders for any liability imposed on them as a consequence of an act which was performed by virtue of being an office holder. They also allow us to exculpate an office holder in advance from liability to the company, in whole or in part, for damages caused to the company as a result of a breach of duty of care. In furtherance of such allowance, we have entered into agreements with each of our directors and executive officers exculpating them, to the fullest extent permitted by law, from liability to us for damages caused to us as a result of a breach of duty of care, and undertaking to indemnify them to the fullest extent permitted by law. See "Item 6. Directors, Senior Management and Employees—C. Board Practices—Exculpation, Insurance and Indemnification of Office Holders."

C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

Consolidated financial statements

We have appended our consolidated financial statements at the end of this Annual Report, together with the report of our independent auditor on those financial statements, beginning on page F-2, as part of this Annual Report.

Legal Proceedings

From time to time, we may be subject to legal proceedings and claims in the ordinary course of business. We are currently not involved in any pending or contemplated legal proceedings that could reasonably be expected to have a significant effect on our financial position, profitability or cash flows, except as set forth below. We may become involved in material legal proceedings in the future. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

Titan Castor Farms Limited

On June 27, 2023, Casterra entered into a Growing Services Agreement with Titan Castor Farms Limited, or Titan, a Zambia-based company, pursuant to which Titan will provide to Casterra the following services, on a statement of work basis: planning, growing, data collections, harvesting, dehulling, packaging and will serve as exporter. Casterra has initiated legal proceedings in Zambia against Titan for the recovery of approximately one million dollars, paid as pre-payment for castor seeds, which were not provided to date. On March 4, 2025, Casterra and Titan entered into a consent judgment, pursuant to which Titan will repay its debt to Casterra in several installments by way of cash and in kind. To date only $250,000 has been repaid by Titan (out of $1.076 million) and it is currently in breach of the Consent Judgement.

Dividend Policy

Since our inception, we have not declared or paid any cash or other form of dividends on our ordinary shares. We currently intend to retain any earnings for use in our business and do not currently intend to pay cash dividends on our ordinary shares. Dividends, if any, on our outstanding ordinary shares will be declared by and subject to the discretion of our board of directors. Even if our board of directors decides to distribute dividends, the form, frequency and amount of such dividends will depend upon our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors our board of directors may deem relevant.

In addition, the distribution of dividends may be limited by Israeli law, which permits the distribution of dividends only out of distributable profits. See “Dividend and Liquidation Rights” in Exhibit 2.1 to this Annual Report.

B. Significant Changes

No significant changes have occurred since December 31, 2025, except as otherwise disclosed in this Annual Report.

ITEM 9. THE OFFER AND LISTING

A. Offer and Listing Details

Our ordinary shares are listed for trading on both the TASE and Nasdaq, in each case under the symbol “EVGN”.

B. Plan of Distribution

Not applicable.

C. Markets

See "-Offer and Listing Details" above.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

For a discussion of the provisions of the company's articles of association with respect to the powers of directors, see "Item 6. Directors, Senior Management and Employees—C. Board Practices." A copy of our articles of association is attached as Exhibit 1.1 to this Annual Report. The information called for by this Item 10.B is set forth in Exhibit 2.1 to this Annual Report and is incorporated by reference into this Annual Report.

C. Material Contracts

We have not entered into any material contracts within the two years prior to the date of this Annual Report, other than contracts entered into in the ordinary course of business, or as otherwise described herein in Item 4.A "History and Development of the Company", Item 4.B "Business Overview", Item 5.B "Operating and Financial Review and Prospects-Liquidity and Capital Resources", Item 6.C "Board Practices" and Item 7.B "Related Party Transactions".

The following is a summary of each material contract, other than material contracts entered into in the ordinary course of business, to which we are or have been a party, for the two years immediately preceding the date of this Annual Report:

Sales Agreement

On March 28, 2024, we entered into the Lake Street Sales Agreement with Lake Street, pursuant to which we may offer and sell, from time to time, our ordinary shares, through Lake Street in an "at the market offering", as defined in Rule 415(a)(4) promulgated under the Securities Act, for an aggregate offering price of up to $7.3 million. In August 2024, we reduced the maximum aggregate gross sales price of our ordinary shares that may be offered, issued and sold under the Lake Street Sales Agreement, including ordinary shares previously sold, to $4,500,000. During 2024, we issued 10,000 ordinary shares for gross proceeds of approximately $85,000 under the Lake Street Sales Agreement. During 2025, we issued 1,913,650 ordinary shares for gross proceeds of approximately $4,415,000. This agreement was terminated as of September 4, 2025.

Information on that transaction is set forth in this Annual Report under "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources— Recent Public Offerings of Ordinary Shares— Lake Street Sales Agreement" and is incorporated by reference herein.

2024 Registered Direct Offering and Private Placement

On August 23, 2024, we entered into the Securities Purchase Agreement, with the Investor, pursuant to which we agreed to issue and sell to the Investor in a registered direct offering, or the 2024 Offering, (i) 265,000 ordinary shares, and (ii) pre-funded warrants, or the Pre-Funded Warrants, to purchase up to 1,427,308 ordinary shares. The Pre-Funded Warrants have an exercise price of $0.0001 per ordinary share, are immediately exercisable and may be exercised at any time until exercised in full. As of the date of this Annual Report, all Pre-Funded Warrants have been exercised.

In a concurrent private placement, or the Private Placement, we also agreed to sell to the Investor unregistered Series A ordinary warrants to purchase up to 1,692,308 ordinary shares, or the Series A Warrants, and unregistered Series B ordinary warrants to purchase up to 1,692,308 ordinary shares, or the Series B Warrants. Each ordinary share (or Pre-Funded Warrant) was sold with one Series A Warrant to purchase one ordinary share and one Series B Warrant to purchase one ordinary share at a combined purchase price of $3.25. The Series A Warrants have an exercise price of $3.55 per share, are immediately exercisable upon issuance and will expire five years from issuance. The Series B Warrants have an exercise price of $3.55 per share, are immediately exercisable upon issuance and will expire eighteen months from issuance. Our total gross proceeds from the 2024 Offering and the Private Placement were approximately $5.5 million.

We also entered into a letter agreement, or the Placement Agency Agreement, with A.G.P./Alliance Global Partners, as sole placement agent, or AGP, dated August 23, 2024, pursuant to which AGP agreed to serve as the placement agent for Evogene in connection with the 2024 Offering. We agreed to pay AGP a cash placement fee equal to 7.0% of the gross proceeds received from the sale of the securities sold in the 2024 Offering.

2026 Warrant Inducement Transaction

On February 10, 2026, we entered into the Inducement Transaction with the Investor. Pursuant to the Inducement Transaction, in order to induce the Investor to exercise the Series A Warrants and Series B Warrants, the Company issued to the Investor an aggregate of 5,076,924 ordinary warrants, consisting of 2,538,462 Series A-1 warrants, and 2,538,462 Series B-1 warrants. The Series A-1 warrants have an exercise price of $1.25 per share, were immediately exercisable upon issuance and will expire five years from issuance. The Series B-1 warrants have an exercise price of $1.25 per share, were immediately exercisable upon issuance and will expire 18 months from issuance.

We also engaged AGP to act as our exclusive advisor in connection with the Inducement Transaction and have agreed to pay AGP a cash fee equal to 7.0% of the aggregate gross proceeds received from the Investor's exercise of the Series A Warrants and Series B Warrants.

Lavie Bio Asset Purchase Agreement with ICL

In April 2025, Lavie Bio signed a definitive agreement under which ICL will acquire the majority of its activities including, Lavie Bio's core team, the BDD technology platform, the company's microbial bank and data assets, the majority of the company's development programs, and its commercial products. As part of the agreement, ICL also acquired Evogene's MicroBoost AI for AG platform. In July 2025, Lavie Bio completed the transaction for the sale of the majority of its activity to ICL. Information on that transaction is set forth in this Annual Report under "Item 4. Information on the Company—B. Business Overview— Market Segments— Agriculture— Lavie Bio Ltd-Overview" and is incorporated by reference herein.

Biomica License Agreement with Shanghai Lishan Biopharmaceuticals Co., Ltd., or Lishan Biotech

On February 4, 2026, we announced the signing of an exclusive worldwide licensing agreement for BMC128 (designated as LS-LBP-002 by Lishan Biotech), a microbiome-based therapeutic designed to enhance anti-tumor immune activity. This agreement grants Lishan Biotech exclusive rights (subject to reaching certain commercial milestones) to further develop, manufacture and commercialize the BMC128, which was developed by Biomica. According to the agreement, Biomica will be eligible to receive development milestone payments upon progress of Lishan Biotech's clinical trials and receipt of regulatory approvals, sales milestones payments and royalties from Lishan Biotech's sales of future products, subject to certain conditions set forth therein. Information on that transaction is set forth in this Annual Report under "Item 4. Information on the Company— B. Business Overview— Market Segments— Human Health— Biomica Ltd.— Overview" and is incorporated by reference herein.

Casterra Agreements with ENI and its Affiliate

On June 21, 2023, Casterra announced that it entered into a framework agreement to sell seeds of its proprietary castor varieties to ENI, for cultivation in specific African territories at a commercial scale for biofuel production. During the first quarter of 2025, Casterra delivered orders (which were backlog from the prior year) valued at approximately $2,168 thousand. As of the date of this Annual Report, the Company has not received any additional seed orders from ENI.

Information on that transaction is set forth in this Annual Report under "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources— Casterra Agreement with ENI" and is incorporated by reference herein.

Lavie Bio Licensing Agreement for Bio-Fungicides with Corteva Agriscience

On July 14, 2023, Lavie Bio entered into a licensing agreement with Corteva Inc. This agreement grants Corteva perpetual, exclusive rights (subject to reaching certain commercial milestones) to further develop and commercialize the lead bio-fungicide candidates targeting fruit rots and powdery mildew, which were discovered and developed by Lavie Bio.

In November 2024, Lavie Bio received notice of termination of this agreement. Pursuant to the terms of the agreement, Lavie Bio received an initial payment of $ 5.0 million from Corteva, which will not be repaid to Corteva because of the termination. Lavie Bio has regained all rights to the licensed technology and the lead bio-fungicide candidates.

Information on that transaction is set forth in this Annual Report under "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources— Lavie Bio Licensing Agreement for Bio-Fungicides with Corteva Agriscience" and is incorporated by reference herein.

Indemnification Agreements

We have entered into indemnification agreements with our office holders. Information on the indemnification agreements may be found in this Annual Report under "Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Agreements with Directors and Officers—Indemnification Agreements," and is incorporated herein by reference.

Other Compensation Agreements

- Evogene Ltd. Officers Compensation Policy. See "Item 6. Directors, Senior Management and Employees" for more information about this document.
- Evogene Ltd. Officers Clawback Policy. See "Item 6. Directors, Senior Management and Employees" for more information about this document.
- Evogene Ltd. 2013 Share Option Plan. See "Item 6. Directors, Senior Management and Employees" for more information about this document.
- Evogene 2021 Share Incentive Plan. See "Item 6. Directors, Senior Management and Employees" for more information about this document.

D. Exchange Controls

Other than general anti-money laundering regulations, there are currently no Israeli currency control regulations in effect that restrict our import or export of capital to or from the State of Israel, or the availability of cash and cash equivalents for use by our affiliated companies. Under the Bank of Israel Law, 5770-2010, the Governor of the Bank of Israel, with the approval of the monetary policy committee of the Bank of Israel, is authorized to issue an administrative order restricting the transfer of funds to or from Israel. However, such an order is only likely to be issued under emergency circumstances and only for a temporary period, if necessary for the achievement of the goals of the Bank of Israel or the carrying out of its responsibilities under Israeli law. Furthermore, Israel has agreed, pursuant to international agreements to which it is a party (including incident to Israel's having joined the International Monetary Fund) to allow for the free flow of capital to and from within its borders. Certain transactions nevertheless require the filing of reports with the Bank of Israel.

Similarly, there are no currently effective Israeli governmental laws, decrees, regulations or other legislation that restrict the payment of dividends or other distributions with respect to our ordinary shares or the proceeds from the sale of the shares, except for the obligation of Israeli residents to file reports with the Bank of Israel regarding some transactions. However, legislation remains in effect under which currency controls can be imposed by administrative action at any time.

E. Taxation

Israel Income Tax Consequences

This section discusses the material Israeli income tax consequences concerning the ownership and disposition of our ordinary shares by our non-Israeli shareholders. This summary does not discuss all the aspects of Israeli tax law that may be relevant to a particular investor in light of his or her personal investment circumstances or to some types of investors subject to special treatment under Israeli law. Examples of such investors include traders in securities who are subject to special tax regimes not covered in this discussion. Because parts of this discussion are based on new tax legislation that has not yet been subject to judicial or administrative interpretation, we cannot assure you that the appropriate tax authorities or the courts will accept the views expressed in this discussion. The discussion below is subject to change, including due to amendments under Israeli law or changes to the applicable judicial or administrative interpretations of Israeli law, which change could affect the tax consequences described below. The discussion should not be construed as legal or professional tax advice and does not cover all possible tax considerations.

SHAREHOLDERS AND POTENTIAL INVESTORS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE ISRAELI OR OTHER TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF OUR ORDINARY SHARES, INCLUDING, IN PARTICULAR, THE EFFECT OF ANY FOREIGN, STATE OR LOCAL TAXES.

Taxation of Our Non-Israeli Shareholders

Capital Gains Taxes Applicable to Non-Israeli Resident Shareholders. A non-Israeli resident (whether individual or corporation) who derives capital gains from the sale of shares in an Israeli resident company that were purchased after the company was listed for trading on a stock exchange outside of Israel should generally be exempt from Israeli tax so long as the shares were not held through a permanent establishment that the non-resident maintains in Israel and that such shareholder is not subject to the Israeli Income Tax Law (Inflationary Adjustments) 5745-1985. However, non-Israeli entities (including corporations) will not be entitled to the foregoing exemption if Israeli residents: (i) have a controlling interest of more than 25% in such non-Israeli entity or (ii) are the beneficiaries of, or are entitled to, 25% or more of the revenues or profits of such non-Israeli entity, whether directly or indirectly. Additionally, such exemption is not applicable to a person whose gains from selling or otherwise disposing of the shares are deemed to be business income.

If not exempt, a non-Israeli resident shareholder would generally be subject to tax on capital gain at the ordinary corporate tax rate (23% in 2025) if generated by a company, or at the rate of 25%, if generated by an individual, or 30%, if generated by an individual who is a "substantial shareholder" (as defined under the Israeli Tax Ordinance), at the time of sale or at any time during the preceding 12-month period (or if the shareholder claims a deduction for interest and linkage differences expenses in connection with the purchase and holding of such shares). A "substantial shareholder" is generally a person who alone or together with such person's relative or another person who collaborates with such person on a permanent basis based on a contract, holds, directly or indirectly, at least 10% of any of the "means of control" of the corporation. "Means of control" generally include, among others, the right to vote, receive profits, nominate a director or an executive officer, receive assets upon liquidation, or order someone who holds any of the aforesaid rights how to act, regardless of the source of such right. Individual and corporate shareholders dealing in securities in Israel are taxed at the tax rates applicable to business income (a corporate tax rate for a corporation (23% in 2025) and a marginal tax rate of up to 47% for an individual in 2025 (excluding excess tax as discussed below)) unless contrary provisions in a relevant tax treaty apply (subject to the receipt in advance of a valid certificate from the Israel Tax Authority allowing for a reduced tax rate).

Additionally, a sale of shares by a non-Israeli resident may be exempt from Israeli capital gains tax under the provisions of an applicable tax treaty (subject to the receipt in advance of a valid certificate from the Israel Tax Authority allowing for an exemption). For example, under the United States-Israel Tax Treaty, the disposition of shares by a shareholder who is a United States resident (for purposes of the United States-Israel Tax Treaty) holding the shares as a capital asset and is entitled to claim the benefits afforded to such person by the treaty, is generally exempt from Israeli capital gains tax unless, among other things, (i) the capital gain arising from the disposition can be attributed to a permanent establishment of the shareholder which is maintained in Israel; (ii) the shareholder holds, directly or indirectly, shares representing 10% or more of the voting capital during any part of the 12-month period preceding such sale, exchange or disposition, subject to certain conditions; (iii) such U.S. resident if an individual, was present in Israel for a period or periods aggregating to 183 days or more during the relevant taxable year; (iv) the capital gain arising from such sale, exchange or disposition is attributed to real estate located in Israel; or (v) the capital gains arising from such sale, exchange or disposition is attributed to royalties. In each case, the sale, exchange or disposition of such shares would be subject to Israeli tax, to the extent applicable; however, under the United States-Israel Tax Treaty, the United States resident would be permitted to claim a credit for the Israeli tax against the United States federal income tax imposed with respect to the sale, exchange or disposition, subject to the limitations in United States laws applicable to foreign tax credits. The United States-Israel Tax Treaty does not relate to U.S. state or local taxes.

In some instances, where our shareholders may be liable for Israeli tax on the sale of their ordinary shares, the payment of the consideration may be subject to the withholding of Israeli tax at source. Shareholders may be required to demonstrate that they are exempt from tax on their capital gains in order to avoid withholding at source at the time of sale. Specifically, in transactions involving a sale of all of the shares of an Israeli resident company, in the form of a merger or otherwise, the Israel Tax Authority may require from shareholders who are not liable for Israeli tax to sign declarations in forms specified by this authority or obtain a specific exemption from the Israel Tax Authority to confirm their status as non-Israeli resident, and, in the absence of such declarations or exemptions, may require the purchaser of the shares to withhold taxes at source.

Upon the sale of securities traded on a stock exchange, a detailed return, including a computation of the tax due, must be filed and an advance payment must be paid on January 31 and July 30 of each tax year for sales of securities traded on a stock exchange made within the previous six months. However, if all tax due was withheld at the source according to applicable provisions of the Israeli Tax Ordinance and the regulations promulgated thereunder, the return does not need to be filed provided that (i) such income was not generated from business conducted in Israel by the taxpayer, (ii) the taxpayer has no other taxable sources of income in Israel with respect to which a tax return is required to be filed and an advance payment does not need to be made, and (iii) the taxpayer is not obligated to pay excess tax (as further explained below). Capital gains are also reportable on an annual income tax return.

Taxation of Non-Israeli Shareholders on Receipt of Dividends. Non-Israeli residents (whether individuals or corporations) are generally subject to Israeli income tax on the receipt of dividends paid on our ordinary shares at the rate of 25%. With respect to a person who is a "substantial shareholder" (as defined above) at the time of receiving the dividend or on any time during the preceding twelve months, the applicable tax rate is 30%. Dividends paid on publicly traded shares, which are registered with and held by a nominee company, to non-Israeli residents are generally subject to Israeli withholding tax at a rate of 25% (whether the recipient is a "substantial shareholder" or not), unless a lower rate is provided under an applicable tax treaty between Israel and the shareholder's country of residence and provided that a certificate from the Israel Tax Authority allowing for a reduced withholding tax rate is obtained in advance.

In this regard, under the United States-Israel Tax Treaty and subject to the eligibility to the benefits under this treaty, the maximum rate of tax withheld at source in Israel on dividends paid to a holder of our ordinary shares who is a United States resident (for purposes of the United States-Israel Tax Treaty) is 25%. However, generally, the maximum rate of withholding tax on dividends, not generated by an Approved Enterprise or a Beneficiary Enterprise (as such terms are defined in the Law for Encouragement of Capital Investments -1959), that are paid to a United States corporation holding at least 10% or more of our outstanding voting capital throughout the tax year in which the dividend is distributed as well as during the previous tax year, is 12.5%, provided that no more than 25% of our gross income for such preceding year consists of certain types of dividends and interest. Notwithstanding the foregoing, dividends distributed from income attributed to an Approved Enterprise, or a Beneficiary Enterprise are not entitled to such reduction under such tax treaty but are subject to withholding tax at the rate of 15% for such a United States corporate shareholder, provided that the conditions related to the holding of 10% of our voting capital and to our gross income for the previous year (as set forth in the previous sentence) are met. The aforementioned rates under the United States-Israel Tax Treaty would not apply if the dividend income is derived through a permanent establishment of the U.S. resident which is maintained in Israel. We cannot assure you that we will designate the profits that we may distribute in a way that will reduce shareholders' tax liability. United States residents who are subject to Israeli withholding tax on a dividend may be entitled to a credit or deduction for Untied States federal income tax purposes in the amount of the taxes withheld, subject to detailed rules contained in United States tax legislation.

A non-Israeli resident who receives dividends from which tax was withheld is generally exempt from the obligation to file tax returns in Israel with respect to such income, provided, *inter alia*, that (i) such income was not derived from a business conducted in Israel by the taxpayer, (ii) the taxpayer has no other taxable sources of income in Israel with respect to which a tax return is required to be filed, and (iii) in the case of individuals, the taxpayer is not obliged to pay excess tax (as further explained below).

Excess Tax

Subject to the provisions of an applicable tax treaty, individuals who are subject to tax in Israel (whether any such individual is an Israeli resident or non-Israeli resident) are also subject to an additional tax at a rate of 3% on annual taxable income (including, but not limited to, dividends, interest and capital gain) exceeding a certain threshold (NIS 721,560 for 2024), which amount is generally linked to the annual change in the Israeli consumer price index and therefore is usually adjusted on an annual basis (with the exception that based on Israeli new legislation such amount, and certain other statutory amounts will not be linked to the Israeli consumer price index for the years 2025-2027). According to new legislation, in effect as of January 1, 2025, an ***additional*** 2% excess tax is imposed on Capital-Sourced Income (defined as income from any source other than employment income, business income or income from "personal effort"), to the extent that the Individual's Capital Sourced Income exceeds the specified threshold of NIS 721,560 (and regardless of the employment/business income amount of such individual). This new excess tax applies, among other things, to income from capital gains, dividends, interest, rental income, or the sale of real property.

United States Federal Income Taxation

The following is a description of the material United States federal income tax consequences to U.S. Holders (as defined below) of the acquisition, ownership and disposition of our ordinary shares. This description addresses only the United States federal income tax consequences to holders of our ordinary shares that hold such ordinary shares as capital assets. This description does not address tax considerations applicable to holders that may be subject to special tax rules, including, without limitation:

- banks, financial institutions or insurance companies;
- real estate investment trusts, regulated investment companies or grantor trusts;
- dealers or traders in securities, commodities or currencies;
- tax-exempt entities;
- certain former citizens or long-term residents of the United States;
- persons that received our shares as compensation for the performance of services;
- persons that will hold our shares as part of a "hedging," "integrated" or "conversion" transaction or as a position in a "straddle" for United States federal income tax purposes;

- partnerships (including entities classified as partnerships for United States federal income tax purposes) or other pass-through entities, or holders that will hold our shares through such an entity;

- persons subject to special tax accounting rules as a result of any item of gross income with respect to the ordinary shares being taken into account in an "applicable financial statement" pursuant to Section 451(b) of the Code;

- U.S. Holders (as defined below) whose "functional currency" is not the U.S. dollar; or

- holders that own directly, indirectly or through attribution 10.0% or more of the voting power or value of our shares.

Moreover, this description does not address the United States federal estate, gift or alternative minimum tax consequences, or any state, local or foreign tax consequences, of the acquisition, ownership and disposition of our ordinary shares.

This description is based on the Code, existing, proposed and temporary United States Treasury Regulations and judicial and administrative interpretations thereof, in each case as in effect and available on the date hereof. Each of the foregoing is subject to change, which change could apply retroactively and could affect the tax consequences described below. There can be no assurances that the U.S. Internal Revenue Service will not take a different position concerning the tax consequences of the acquisition, ownership and disposition of our ordinary shares or that such a position would not be sustained.

For purposes of this description, a "U.S. Holder" is a beneficial owner of our ordinary shares that, for United States federal income tax purposes, is:

- a citizen or resident of the United States;

- a corporation (or other entity treated as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States or any state thereof, including the District of Columbia;

- an estate the income of which is subject to United States federal income taxation regardless of its source; or

- a trust if such trust has validly elected to be treated as a United States person for United States federal income tax purposes or if (1) a court within the United States is able to exercise primary supervision over its administration and (2) one or more United States persons have the authority to control all of the substantial decisions of such trust.

A "Non-U.S. Holder" is a beneficial owner of our ordinary shares that is neither a U.S. Holder nor a partnership (or other entity treated as a partnership for United States federal income tax purposes).

If a partnership (or any other entity treated as a partnership for United States federal income tax purposes) holds our ordinary shares, the tax treatment of a partner in such partnership will generally depend on the status of the partner and the activities of the partnership. Such a partner or partnership is encouraged to consult its tax advisor as to its tax consequences.

You are encouraged to consult your advisor with respect to the United States federal, state, local and foreign tax consequences of acquiring, owning and disposing of our ordinary shares.

Distributions

Subject to the discussion below under "Passive Foreign Investment Company Considerations," if you are a U.S. Holder, the gross amount of any distribution that we pay you with respect to our ordinary shares before reduction for any Israeli taxes withheld therefrom generally will be includible in your income as dividend income to the extent such distribution is paid out of our current or accumulated earnings and profits as determined under United States federal income tax principles. To the extent that the amount of any cash distribution exceeds our current and accumulated earnings and profits as determined under United States federal income tax principles, it will be treated first as a tax-free return of your adjusted tax basis in our ordinary shares and thereafter as capital gain. We do not expect to maintain calculations of our earnings and profits under United States federal income tax principles. Therefore, if you are a U.S. Holder you should expect that the entire amount of any cash distribution generally will be reported as dividend income to you; provided, however, that distributions of ordinary shares to U.S. Holders that are part of a pro rata distribution to all of our shareholders generally will not be subject to United States federal income tax. Subject to the PFIC rules discussed below, non-corporate U.S. Holders may qualify for the lower rates of taxation with respect to dividends on ordinary shares applicable to long-term capital gains (*i.e.*, gains from the sale of capital assets held for more than one year), provided that certain conditions are met, including certain holding period requirements and the absence of certain risk reduction transactions. However, such reduced rate shall not apply if we are a PFIC for the taxable year in which we pay a dividend, or were a PFIC for the preceding taxable year. Dividends will not be eligible for the dividends received deduction generally allowed to corporate U.S. Holders.

If you are a U.S. Holder, dividends that we pay you with respect to our ordinary shares will be treated as foreign source income, which may be relevant in calculating your foreign tax credit limitation. Subject to certain conditions and limitations, Israeli tax withheld on dividends may be deducted from your taxable income or credited against your United States federal income tax liability. The limitation on foreign taxes eligible for credit is calculated separately with respect to specific classes of income. For this purpose, dividends that we distribute generally should constitute "passive category income." A foreign tax credit for foreign taxes imposed on distributions may be denied if you do not satisfy certain minimum holding period requirements. The rules relating to the determination of the foreign tax credit are complex, and you are encouraged to consult your tax advisor to determine whether and to what extent you will be entitled to this credit.

Sale, Exchange or Other Disposition of Ordinary Shares

Subject to the discussion below under "Passive Foreign Investment Company Considerations," if you are a U.S. Holder, you generally will recognize an amount of gain or loss on the sale, exchange or other disposition of our ordinary shares equal to the difference between the amount realized on such sale, exchange or other disposition and your tax basis in our ordinary shares, and such gain or loss will be capital gain or loss. The tax basis in an ordinary share generally will equal the cost of such ordinary share. If you are a non-corporate U.S. Holder, capital gain from the sale, exchange or other disposition of ordinary shares generally will be eligible for a preferential rate of taxation applicable to capital gains, if your holding period for such ordinary shares exceeds one year. The deductibility of capital losses for United States federal income tax purposes is subject to limitations under the Code. However, as discussed below, we believe we were not classified as a PFIC for the year ended December 31, 2024. In case we are classified as PFIC special rules may apply as explained below. Any such gain or loss that a U.S. Holder recognizes generally will be treated as U.S. source income or loss for foreign tax credit limitation purposes.

Passive Foreign Investment Company Considerations

Based on certain estimates of our gross income and gross assets and the nature of our business, we believe that we should be classified as a PFIC for the taxable year ending December 31, 2025.

A non-U.S. corporation will be classified as a PFIC for federal income tax purposes in any taxable year in which, after applying certain look-through rules, either:

- at least 75% of its gross income is "passive income"; or
- at least 50% of the average quarterly value of its gross assets (which may be determined in part by the market value of our ordinary shares, which is subject to change) is attributable to assets that produce "passive income" or are held for the production of passive income.

Passive income for this purpose generally includes dividends, interest, royalties, rents, gains from commodities and securities transactions, the excess of gains over losses from the disposition of assets which produce passive income, and includes amounts derived by reason of the temporary investment of funds raised in offerings of our ordinary shares. If a non-U.S. corporation owns at least 25% by value of the stock of another corporation, the non-U.S. corporation is treated for purposes of the PFIC tests as owning its proportionate share of the assets of the other corporation and as receiving directly its proportionate share of the other corporation's income. For publicly traded corporations, the PFIC asset test described above is applied using the fair market value of the non-U.S. corporation's assets. For purposes of a the PFIC asset test, a publicly traded non-U.S. corporation may treat the aggregate fair market value of its assets as being equal to the sum of its Market Capitalization and the total amount of its liabilities. We intend to take the position that the excess of our Market Capitalization plus liabilities over the book value of all of our assets may generally be treated as attributable to non-passive assets. If we are classified as a PFIC in any year with respect to which a U.S. Holder owns our ordinary shares, we will continue to be treated as a PFIC with respect to such U.S. Holder in all succeeding years during which the U.S. Holder owns our ordinary shares, regardless of whether we continue to meet the tests described above.

Based on the book value of our assets and liabilities and our Market Capitalization in 2025, we believe that we met the PFIC asset test described above for 2025 and, as a result, we were classified as a PFIC in 2025. Because we currently hold, and expect to continue to hold, a substantial amount of cash and cash equivalents and other passive assets used in our business, there is substantial risk we will be classified as a PFIC for the 2026 taxable year as well. However, because PFIC status is based on our income, assets and activities for the entire taxable year, and our Market Capitalization, it is not possible to determine whether we will be characterized as a PFIC for the 2026 taxable year until after the close of the year. Moreover, we must determine our PFIC status annually after the close of each taxable year based on tests which are factual in nature, and our status in future years will depend on our income, assets, activities and Market Capitalization in those years. Thus, there can be no assurance that we will not be considered a PFIC for the current taxable year or any future taxable year.

If we are a PFIC for any taxable year during which a U.S. Holder owns ordinary shares, we will generally continue to be treated as a PFIC with respect to such U.S. Holder for all succeeding years during which such U.S. Holder owns such ordinary shares, unless we cease to be a PFIC and the U.S. Holder makes a "deemed sale" election with respect to such ordinary shares. If such election is made, the U.S. Holder will be deemed to have sold the ordinary shares it holds at their fair market value and any gain from the deemed sale would be subject to the rules described in the following paragraph. After the deemed sale election, so long as we do not become a PFIC in a subsequent taxable year, the ordinary shares with respect to which such election was made will not be treated as shares in a PFIC and will not be subject to the rules described below with respect to any "excess distribution" the U.S. Holder receives from us or any gain from an actual sale or other disposition of such ordinary shares. U.S. Holders are strongly urged to consult their tax advisors as to the possibility and consequences of making a deemed sale election if we were to become and then cease to be a PFIC, and such election becomes available.

If you are a U.S. Holder that owns our ordinary shares during any taxable year for which we are a PFIC, then unless you make one of the elections described below, a special tax regime will apply to both (a) any "excess distribution" by us to you (generally, your ratable portion of distributions in any year which are greater than 125% of the average annual distribution received by you in the shorter of the three preceding years or your holding period for our ordinary shares) and (b) any gain realized on the sale or other disposition of the ordinary shares. Under this regime, any excess distribution and realized gain will be treated as ordinary income (even if you hold the ordinary shares as capital assets) and will be subject to tax as if (a) the excess distribution or gain had been realized ratably over your holding period, (b) the amount deemed realized in each year had been subject to tax in each year of that holding period at the highest marginal rate for such year (other than income allocated to the current period or any taxable period before we became a PFIC, which would be subject to tax at the U.S. Holder's regular ordinary income rate for the current year and would not be subject to the interest change discussed below), and (c) the interest charge generally applicable to underpayments of tax had been imposed on the taxes deemed to have been payable in those years. The tax liability for amounts allocated to years prior to the year of disposition or excess distribution cannot be offset by any net operating losses for such years.

If we are a PFIC for any taxable year during which a U.S. Holder holds our ordinary shares, then in lieu of being subject to the tax and interest charge rules discussed above, a U.S. Holder may make an election to include gain on the stock of a PFIC as ordinary income under a mark-to-market method, provided that such ordinary shares are "regularly traded" on a "qualified exchange." In general, our ordinary shares will be treated as "regularly traded" for a given calendar year if more than a *de minimis* quantity of our ordinary shares are traded on a qualified exchange on at least 15 days during each calendar quarter of such calendar year. Our ordinary shares are listed, and we expect them to continue to be listed for the foreseeable future, on the New York Stock Exchange, which is a qualifying exchange for this purpose. However, no assurance can be given that our ordinary shares will continue to be regularly traded on a "qualified exchange" for purposes of the mark-to-market election. In addition, because a mark-to-market election cannot be made for any lower-tier PFICs that we may own, a U.S. Holder may continue to be subject to the PFIC rules discussed above with respect to such holder's indirect interest in any investments we hold that are treated as an equity interest in a PFIC for United States federal income tax purposes.

If a U.S. Holder makes an effective mark-to-market election, in each year that we are a PFIC, such U.S. Holder will include in each year that we are a PFIC as ordinary income the excess of the fair market value of such U.S. Holder's ordinary shares at the end of the year over such U.S. Holder's adjusted tax basis in the shares. Such U.S. Holder will be entitled to deduct as an ordinary loss in each such year the excess of such U.S. Holder's adjusted tax basis in the ordinary shares over their fair market value at the end of the year, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. If a U.S. Holder makes an effective mark-to-market election, in each year that we are a PFIC, any gain such U.S. Holder recognizes upon the sale or other disposition of such U.S. Holder's ordinary shares will be treated as ordinary income and any loss will be treated as ordinary loss, but only to the extent of the net amount of previously included income as a result of the mark-to-market election.

A U.S. Holder's adjusted tax basis in the ordinary shares will be increased by the amount of any income inclusion and decreased by the amount of any deductions under the mark-to-market rules discussed above. If a U.S. Holder makes an effective mark-to-market election, it will be effective for the taxable year for which the election is made and all subsequent taxable years unless the ordinary shares are no longer regularly traded on a qualified exchange or the IRS consents to the revocation of the election. U.S. Holders are encouraged to consult their tax advisers about the availability of the mark-to-market election, and whether making the election would be advisable in their particular circumstances.

In certain circumstances, a U.S. equity holder in a PFIC may avoid the adverse tax and interest-charge regime described above by making a "qualified electing fund" election to include in income its share of the corporation's income on a current basis. However, a U.S. Holder may make a qualified electing fund election with respect to the ordinary shares only if we agree to furnish the Holder annually with a PFIC annual information statement as specified in the applicable Treasury regulations.

We do not intend to provide the information necessary for U.S. Holders to make qualified electing fund elections if we are classified as a PFIC. U.S. Holders are encouraged to consult their tax advisors to determine whether any of these elections would be available and if so, what the consequences of the alternative treatments would be in their particular circumstances.

If we are determined to be a PFIC for any year in which a U.S. Holder holds our ordinary shares, the general tax treatment for the U.S. Holder described in this paragraph would apply to indirect distributions and gains deemed to be realized by the U.S. Holders in respect of any of our subsidiaries that also may be determined to be PFICs.

If a U.S. Holder owns ordinary shares during any year in which we are a PFIC and the U.S. Holder recognizes gain on a disposition of our ordinary shares or receives distributions with respect to our ordinary shares, the U.S. Holder generally will be required to file an IRS Form 8621 with respect to the company, generally with the U.S. Holder's federal income tax return for that year. If our company were a PFIC for a given taxable year, then you are encouraged to consult your tax advisor concerning your annual filing requirements.

U.S. Holders are strongly encouraged to consult their tax advisors regarding the consequences of our classification as a PFIC for our 2025 taxable year, our potential classification as a PFIC in 2026 and future taxable years, and the application of the PFIC rules on their investment.

Backup Withholding Tax and Information Reporting Requirements

United States backup withholding tax and information reporting requirements may apply to certain payments to certain holders of stock. Information reporting generally will apply to payments of dividends on, and to proceeds from the sale or redemption of, our ordinary shares made within the United States, or by a United States payor or United States middleman, to a holder of our ordinary shares, other than an exempt recipient (including a payee that is not a United States person that provides an appropriate certification and certain other persons). A payor will be required to withhold backup withholding tax from any payments of dividends on, or the proceeds from the sale or redemption of, ordinary shares within the United States, or by a United States payor or United States middleman, to a holder, other than an exempt recipient, if such holder fails to furnish its correct taxpayer identification number or otherwise fails to comply with, or establish an exemption from, such backup withholding tax requirements. Any amounts withheld under the backup withholding rules will be allowed as a credit against the beneficial owner's United States federal income tax liability, if any, and any excess amounts withheld under the backup withholding rules may be refunded, provided that the required information is timely furnished to the Internal Revenue Service.

Foreign Asset Reporting

Certain U.S. Holders who are individuals are required to report information relating to an interest in our ordinary shares, subject to certain exceptions (including an exception for shares held in accounts maintained by financial institutions). U.S. Holders are encouraged to consult their tax advisors regarding their information reporting obligations, if any, with respect to their ownership and disposition of our ordinary shares.

Medicare Tax

Certain U.S. Holders that are individuals, estates or trusts are subject to a 3.8% tax on all or a portion of their "net investment income," which may include all or a portion of their dividend income and net gains from the disposition of ordinary shares. Each U.S. Holder that is an individual, estate or trust is encouraged to consult its tax advisors regarding the applicability of the Medicare tax to its income and gains in respect of its investment in the ordinary shares.

The above description is not intended to constitute a complete analysis of all tax consequences relating to acquisition, ownership and disposition of our ordinary shares. You are encouraged to consult your tax advisor concerning the tax consequences of your particular situation.

Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We are currently subject to the informational requirements of the Exchange Act applicable to foreign private issuers and fulfill the obligations of these requirements by filing reports with the SEC. As a foreign private issuer, we are exempt from the rules under the Exchange Act relating to the furnishing and content of proxy statements. Further, our officers, directors and principal shareholders are currently exempt from short-swing profit recovery provisions contained in Section 16 of the Exchange Act and our principal shareholders are, and, until March 18, 2026, our officers and directors were exempt from the reporting provisions thereunder. In addition, we are not required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. However, we intend to file with the SEC, within 120 days after the end of each subsequent fiscal year, an annual report on Form 20-F containing financial statements which will be examined and reported on, with an opinion expressed, by an independent public accounting firm. We also intend to furnish to the SEC reports of foreign private issuer on Form 6-K containing unaudited quarterly financial information.

The SEC maintains an Internet website at http://www.sec.gov that contains reports, including this Annual Report and the documents referred to herein, proxy statements, information statements and other material that are filed through the SEC's Electronic Data Gathering, Analysis and Retrieval, or "EDGAR" system.

We also file annual and special reports and other information with the Israeli Securities Authority through its fair disclosure electronic system called MAGNA. You may review these filings on the website of the MAGNA system operated by the Israeli Securities Authority at www.magna.isa.gov.il or on the website of the TASE at www.tase.co.il.

Our ordinary shares are quoted on the TASE and, since December 2016, on Nasdaq (after being listed on the NYSE from November 2013 until December 2016). Information about us is also available on our website at http://www.evogene.com. Our website and the information contained therein or connected thereto will not be deemed to be incorporated into this Annual Report and you should not rely on any such information in making your decision whether to purchase our ordinary shares.

I. Subsidiary Information

Not applicable.

J. Annual Report to Security Holders

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risk from changes in exchange rates, interest rates and inflation. We therefore continue to closely monitor the macro-economic conditions that result therefrom. We regularly assess the implications of these global conditions on our operations, liquidity, cash flow and product candidates and seek to act to mitigate any adverse consequences, to the extent possible, in a commercially reasonable manner, if and when applicable. For a sensitivity analysis of our exposure to foreign currency exchange fluctuations, see Note 13c to our consolidated financial statements as of, and for the year ended, December 31, 2025 included elsewhere in this Annual Report.

Foreign Currency Risk

A significant portion of our expenses is denominated in currencies other than the U.S. dollar. We are therefore subject to non-U.S. currency risks and non-U.S. exchange exposure, especially the NIS. A significant portion of our operating costs are in Israel, consisting principally of salaries and related personnel expenses, and facility expenses, which are denominated in NIS. This foreign currency exposure gives rise to market risk associated with exchange rate movements of the U.S. dollar against the NIS and other currencies. Furthermore, we anticipate that a significant portion of our expenses will continue to be denominated in NIS. We do not hedge against currency risk through the use of forward currency contracts or other financial instruments. See "Risk factors— Risks Relating to Our Incorporation and Location in Israel-Exchange rate fluctuations between the U.S. dollar and the NIS may negatively affect our financial results." Exchange rates can be volatile and a substantial change of foreign currencies against the U.S. dollar could increase or reduce the Company's expenses and net loss and impact the comparability of results from period to period.

Most of our revenues are denominated in U.S. dollars. By contrast, we incur expenses primarily denominated in NIS. As a result, any appreciation of the NIS relative to the U.S. dollar adversely impacts our profitability due to the portion of our expenses that are incurred in NIS. The appreciation of the NIS relative to the U.S. dollar, based on average exchange rates throughout the year, was 6.7% during 2025 as compared to a depreciation of 0.4% during 2024. In the future we may enter into hedging transactions in order to decrease our foreign currency risk; however, these transactions may not fully protect us from such risk.

Our exposure related to exchange rate changes on our net asset position denominated in currencies other than U.S. dollars varies with changes in our net asset position. Net asset position refers to financial assets, such as trade receivables and cash and cash deposits, less financial liabilities, such as trade payable and other payables. The impact of any such transaction gains or losses is reflected in financing expenses or income. Our most significant exposure relates to a potential change in the U.S. dollar-NIS exchange rates. Assuming a 10% decrease in the U.S. dollar relative to the NIS, and assuming no other change, our financing expenses would have increased by approximately $0.6 million, $0.9 million and $0.8 million due to our negative net asset position denominated in NIS as of December 31, 2025, 2024 and 2023, respectively.

Interest rate risk

From time to time, we hold corporate bonds and government treasury notes denominated in NIS and in U.S. dollars. These investments expose us to the risk of interest rate fluctuations. A decrease in Israeli or in U.S. interest rates could cause the fair value of these investments to decrease.

Impact of inflation

While it is difficult to accurately measure the impact of inflation due to the imprecise nature of the estimates required, we do not believe inflation has had a material effect on our historical results of operations and financial condition. However, if our costs were to become subject to significant inflationary pressures, we will not be able to fully offset higher costs through price increases or other corrective measures due to our limited amount of commercialized products in the market, and it could adversely affect our business, financial condition and results of operations.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not applicable.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

None.

ITEM 15. CONTROLS AND PROCEDURES

(a) Disclosure Controls and Procedures

Our management, including our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of December 31, 2025. Our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and our management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2025, to provide reasonable assurance that the information required to be disclosed in filings and submissions under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified by the SEC's rules and forms, and that such information related to us and our consolidated subsidiaries is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions about required disclosure.

(b) Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Our management recognizes that there are inherent limitations in the effectiveness of any system of internal control over financial reporting, including the possibility of human error and the circumvention or override of internal control. Accordingly, even effective internal control over financial reporting can provide only reasonable assurance with respect to financial statement preparation and may not prevent or detect all misstatements. Further, because of changes in conditions, the effectiveness of internal control over financial reporting may vary over time.

Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2025. In conducting its assessment of internal control over financial reporting, management used the framework and criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) as of the end of the period covered by this report. Based on that evaluation, our management has concluded that our internal control over financial reporting was effective as of December 31, 2025.

(c) Attestation Report of Registered Public Accounting Firm

We are neither an accelerated filer nor a large accelerated filer as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended. Therefore, we are not required under Section 202 of the Sarbanes-Oxley Act (and the SEC rules and regulations thereunder) to provide an attestation report on management's assessment of our internal control over financial reporting from a registered public accounting firm in this Annual Report.

(d) Changes in internal control over financial reporting

During the period covered by this Annual Report, no changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) promulgated under the Exchange Act), have occurred that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 16. [RESERVED]

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our board of directors has determined that each of Mr. Dan Falk and Mr. Leon Recanati qualifies as an audit committee financial expert, as defined by the rules of the SEC, and has the requisite financial experience required by the Nasdaq Listing Rules. In addition, each of Mr. Falk and Mr. Recanati is independent, as such term is defined in Rule 10A-3(b)(1) under the Exchange Act and under the Nasdaq Listing Rules.

ITEM 16B. CODE OF ETHICS

We have adopted a Code of Ethics and Proper Business Conduct applicable to our executive officers, directors and all other employees, which is a "code of ethics" as defined in this Item 16B of Form 20-F promulgated by the SEC. We have also implemented a training program for new and existing employees concerning our Code of Ethics and Proper Business Conduct. A copy of the code is delivered to every employee of Evogene Ltd. and all of its subsidiaries, and is available to investors and others, without charge, on our website at http://www.evogene.com/investor-relations/corporate-governance/ or by contacting our finance department. Information contained on, or that can be accessed through, our website does not constitute a part of this Form 20-F and is not incorporated by reference herein. Under Item 16B of Form 20-F, if a waiver or amendment of the Code of Business Conduct and Ethics applies to our principal executive officer, principal financial officer, principal accounting officer, controller or other persons performing similar functions and relates to standards promoting any of the values described in Item 16B(b) of Form 20-F, we will disclose such waiver or amendment on our website within four business days following the date of amendment or waiver in accordance with the requirements of the Nasdaq listing rules and Instruction 4 to such Item 16B. We granted no waivers under our Code of Ethics and Proper Business Conduct in 2025. We also intend to disclose any amendments to, or waivers of, the Code of Ethics and Proper Business Conduct applicable to our directors or executive officers on our website.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Principal Accountant Fees and Services.

We paid or accrued the following fees for professional services rendered by Kost, Forer, Gabbay & Kasierer, a member of Ernst & Young, A Member of EY Global, and an independent registered public accounting firm, for the fiscal years ended December 31, 2024 and 2025:

	2024	2025
Audit Fees	$ 190,000	$ 165,000
Audit Related Fees	25,000	35,000
Tax Fees	20,000	20,000
All other fees	-	13,057
Total	$ 235,000	233,057

"Audit Fees" are the aggregate fees billed for the audit of our annual financial statements.

"Audit Related Fees" are the aggregate fees billed for services that generally the independent accountant provides, such as consents, comfort letters and assistance with and review of documents filed with the SEC.

"Tax Fees" include fees for professional services rendered by our auditors for tax compliance and tax consulting in connection with international transfer pricing.

"All Other Fees" include fees for professional services rendered by our auditors for VAT consulting to one of our subsidiaries.

Our audit committee has adopted a pre-approval policy for the engagement of our independent accountant to perform certain audit and non-audit services. Pursuant to this policy, which is designed to assure that such engagements do not impair the independence of our auditors, the audit committee pre-approves annually any specific audit and non-audit services, audit-related services and tax services that may be performed by our independent accountants. Pursuant to that policy, our audit committee pre-approved all fees paid to our auditors for the year ended December 31, 2025.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Not applicable.

ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G. CORPORATE GOVERNANCE

Except as otherwise indicated, we are in compliance with corporate governance standards as currently applicable to us under Israeli, U.S., SEC and Nasdaq laws, rules and/or regulations, as applicable. Under the Nasdaq Listing Rules, as a foreign private issuer (as such term is defined in Rule 3b-4 under the Securities Exchange Act of 1934, as amended), we may elect to follow certain corporate governance practices permitted under the Companies Law in lieu of compliance with corresponding corporate governance requirements otherwise imposed by the Nasdaq Listing Rules for U.S. domestic issuers. We currently follow the provisions of the Companies Law, rather than the Nasdaq Listing Rules, solely with respect to the following requirements:

- *Quorum*. As permitted under the Companies Law, pursuant to our articles of association, the quorum required for an ordinary meeting of shareholders consists of at least two shareholders present in person, by proxy or by other voting instrument in accordance with the Companies Law, who hold at least 25% of the voting power of our shares (and in an adjourned meeting, with some exceptions, at least two shareholders), instead of 33 1/3% of the issued share capital, as required under the Nasdaq Listing Rules.

- *Executive sessions of independent directors*. Israeli law does not require executive sessions of independent directors. Although all of our current directors are "independent directors" under the applicable Nasdaq criteria, we do not intend to comply with this requirement if we have directors who are not independent.

- *Shareholder approval*. We seek shareholder approval for all corporate actions requiring such approval under the Companies Law, which include (i) transactions with directors concerning the terms of their service or indemnification, exemption and insurance for their service (or for any other position that they may hold at our company), (ii) transactions concerning the compensation, indemnification, exculpation and insurance of the chief executive officer; (iii) the compensation policy recommended by the compensation committee of our board of directors and approved by our board of directors (and any amendments thereto); (iv) extraordinary transactions with, and the terms of employment or other engagement of, a controlling shareholder (if and when this becomes relevant to our company), (v) amendments to our articles of association, and (vi) certain non-public issuances of securities. In addition, under the Companies Law, a merger requires approval of the shareholders of each of the merging companies. We are not required, however, to seek shareholder approval for any of the following events described in the Nasdaq Listing Rules:

    - certain issuances of shares in excess of 20% of the outstanding shares of the Company;

    - an issuance that will result in a change of control of our company; and

    - adoption of, or material changes to, our equity compensation plans.

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

ITEM 16I. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable

ITEM 16J. INSIDER TRADING POLICIES

We have adopted an insider trading policy governing the purchase, sale, and other dispositions of our securities by directors, senior management, and employees that is reasonably designed to promote compliance with applicable insider trading laws, rules and regulations, and any listing standards applicable to us. A copy of our insider trading policy is attached as Exhibit 11.1 to this Annual Report.

ITEM 16K. CYBERSECURITY

Cybersecurity Risk Management and Strategy

We have founded and implemented an information security committee which encompasses management of cybersecurity risk intended to protect the confidentiality, integrity, and availability of our critical systems and information. Among the committee members' responsibilities are cybersecurity incident response management. The committee utilizes common methodologies, reporting channels and governance processes and consists of members across the Company's group, among which are representatives from our executive management, business development, R&D, legal, compliance, operations and finance.

The Committee is designed to help identify material cybersecurity risks to our critical systems, information, products, services, and our broader enterprise IT environment. An IT team is principally responsible for the assessment of our cybersecurity risks, our security controls, and our response to cybersecurity incidents. We use external service providers, where appropriate, to assess, test or otherwise assist with aspects of our security controls.

Material Cybersecurity Incidents

For the fiscal year ended December 31, 2025, we believe that the Company have not experienced any material cybersecurity incidents, nor do we face any current risk from cybersecurity threats, including from any previous cybersecurity incidents, that are reasonably likely to materially affect the Company, our business strategy, results of operations, or financial condition.

Cybersecurity Governance

Our audit committee oversees our cybersecurity risk management. The audit committee receives a yearly report from management on our cybersecurity status. In addition, management updates the Audit Committee, as necessary, regarding any material cybersecurity incidents.

Our information security management team, including our Chief Technology Officer, who has over 10 years of experience in the computational field and managing the Company's computational systems, is responsible for assessing and managing our material risks from cybersecurity threats. The team has primary responsibility for our overall cybersecurity management and supervises both our internal cybersecurity personnel and our retained external cybersecurity consultants. Our management team's experience includes roles and degrees in relevant fields.

Our management team supervises efforts to prevent, detect, mitigate, and remediate cybersecurity events and incidents through various means, which may include briefings from internal security personnel; threat intelligence and other information obtained from governmental, public or private sources, including external consultants engaged by us; and alerts and reports produced by security tools deployed in the IT environment.

PART III

ITEM 17. FINANCIAL STATEMENTS

We have provided financial statements pursuant to Item 18.

ITEM 18. FINANCIAL STATEMENTS

The audited consolidated financial statements as required under Item 18 are attached hereto starting on page F-2 of this annual report. The audit report of Kost Forer Gabbay & Kasierer, a member of Ernst & Young Global, an independent registered public accounting firm, is included herein preceding the audited consolidated financial statements.

ITEM 19. EXHIBITS

ANNUAL REPORT ON FORM 20-F
INDEX OF EXHIBITS

Exhibit No.	Description
1.1	Third Amended and Restated Articles of Association of the Registrant (incorporated by reference to Exhibit 3.1 to Evogene's Post-Effective Amendment No. 2 to Form F-1, filed with the SEC on September 30, 2025)
2.1	Description of ordinary shares of Evogene Ltd. †
2.2	Inducement Letter between Evogene and the Holder, dated February 10, 2026 (incorporated by reference to Exhibit 10.1 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on February 11, 2026).
2.3	Form of Series A-1 Warrant (incorporated by reference to Exhibit 10.2 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on February 11, 2026).
2.4	Form of Series B-1 Warrant (incorporated by reference to Exhibit 10.3 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on February 11, 2026).
4.1	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.9 to Evogene's Registration Statement on Form F-1, as amended (Registration No. 333-191315))
4.2	Evogene Ltd. 2021 Share Incentive Plan (incorporated by reference to Appendix B of Exhibit 99.2 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on June 23, 2021)
4.3	Evogene Ltd. Officers Compensation Policy (incorporated by reference to Appendix A of Exhibit 99.2 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on April 30, 2024).
4.4	Asset Purchase Agreement among Evogene Ltd., Lavie Bio Ltd., Taxon Biosciences, Inc. and Dead Sea Works Ltd. dated April 17, 2025*
4.5	License Agreement between Biomica Ltd. and Shanghai Lishan Biopharmaceuticals Co., Ltd dated February 4, 2026*
4.6	Master Supply Agreement for Supply of Castor Planting Seeds between Casterra Ag Ltd. and ENI dated June 2, 2023. (incorporated by reference to Exhibit 4.12 to Evogene's Annual Report on Form 20-F for the year ended December 31, 2023, filed with the SEC on March 28, 2024) *
4.7	Securities Purchase Agreement dated as of July 17, 2023, by and between Evogene Ltd. and the purchasers therein. (incorporated by reference to Exhibit 10.1 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on July 17, 2023).
4.8	Placement Agency Agreement, dated July 17, 2023, by and between Evogene Ltd. and A.G.P./Alliance Global Partners (incorporated by reference to Exhibit 10.2 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on July 17, 2023).
4.10	Securities Purchase Agreement dated August 23, 2024 by and between Evogene Ltd. and the purchaser therein. (incorporated by reference to Exhibit 10.1 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on August 23, 2024)
4.11	Placement Agency Agreement, dated August 23, 2024, by and between Evogene Ltd. and A.G.P./Alliance Global Partners (incorporated by reference to Exhibit 10.2 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on August 23, 2024)
8.1	List of subsidiaries of the Registrant†
11.1	Insider Trading Compliance Policy †
12.1	Certificate of Chief Executive Officer pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a)†
12.2	Certificate of Chief Financial Officer pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a)†
13.1	Certificate of Chief Executive Officer pursuant to 18 U.S.C. §1350^
13.2	Certificate of Chief Financial Officer pursuant to 18 U.S.C. §1350^
15.1	Consent of Kost Forer Gabbay and Kasierer, a member of Ernst & Young Global, independent registered public accounting firm†
97.1	Policy for Recovery of Erroneously Awarded Compensation (incorporated by reference to Exhibit 97.1 to Evogene's Annual Report on Form 20-F for the year ended December 31, 2023, filed with the SEC on March 28, 2024).
101	The following financial information from Evogene Ltd.'s Annual Report on Form 20-F for the year ended December 31, 2025 formatted in inline XBRL (eXtensible Business Reporting Language): (i) Consolidated Statements of Financial Position at December 31, 2025 and 2024; (ii) Consolidated Statements of Profit or Loss for the years ended December 31, 2025, 2024 and 2023; (iii) Consolidated Statements of Changes in Equity for the years ended December 31, 2025, 2024 and 2023; (iv) Consolidated Statements of Cash Flows for the years ended December 31, 2025, 2024 and 2023; and (v) Notes to Consolidated Financial Statements, tagged as blocks of text.†
104	Cover Page Interactive Data File 101

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

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this Annual Report on its behalf.

Evogene Ltd.

Date: March 26, 2026

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

EVOGENE LTD. AND ITS SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

AS OF DECEMBER 31, 2025

U.S. DOLLARS IN THOUSANDS

INDEX

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Kost Forer Gabbay & Kasierer
144 Menachem Begin Road, Building A
Tel-Aviv 6492102, Israel

Tel: +972-3-6232525
Fax: +972-3-5622555
ey.com

Report of Independent Registered Public Accounting Firm
To the Shareholders and Board of Directors of

EVOGENE LTD.

Opinion on the Financial Statements

We have audited the accompanying consolidated statements of financial position of Evogene Ltd. and its subsidiaries (the Company) as of December 31, 2025, and 2024, the related consolidated statements of profit or loss, changes in equity and cash flows for each of the three years in the period ended December 31, 2025, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements, and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Going concern assessment

Description of the Matter	As discussed in Note 1 to the consolidated financial statements, management identified there were conditions that raised substantial doubt about the Company's ability to continue as a going concern for a period of twelve-month period from the date the financial statements were issued. The conditions that resulted in the substantial doubt being raised included a history of operating losses, net operating cash outflows and an accumulated deficit. However, based on management's plans and resulting available liquidity, management believes the Company's liquidity is sufficient to fund operations and satisfy their financial obligations as they become due for at least twelve-month period from the financial statements issuance date. Therefore, the Company concluded these plans alleviate the substantial doubt that was raised about the Company's ability to continue as a going concern for at least twelve-month period from the date that the consolidated financial statements were issued. We identified the assessment of the Company's ability to continue as a going concern as a critical audit matter. This determination involved significant auditor judgment in evaluating management's forecasted cash flows and the resulting projected liquidity over the twelve-month period from the issuance date of the consolidated financial statements. Our considerations focused on key components of the forecast, including projected revenues, operating expense estimates, and other anticipated sources of cash underlying management's analysis.
How We Addressed the Matter in Our Audit	We evaluated the reasonableness of management's forecasts, including projected revenues, operating expenses, and other anticipated sources of cash, in assessing whether the Company has sufficient liquidity to fund operations for at least the twelve-month period following the issuance of the consolidated financial statements. In addition, we performed sensitivity analyses over projected revenues and operating expenses to assess the impact of potential changes in those assumptions on management's liquidity forecast model. Our audit procedures also included, among others, evaluating the completeness and accuracy of the data and factors used in management's assessment of whether the company has sufficient liquidity to fund operations for at least the twelve-month period from the consolidated financial statements issuance date. We also assessed the probability and timing of forecasted cash outflows related to the management's assessment and evaluated the reasonableness of management's cost reduction initiatives. In addition, we assessed the adequacy of the company's going concern disclosures included in Note 1 to the consolidated financial statements.

/s/ KOST FORER GABBAY & KASIERER
A Member of EY Global

We have served as the Company's auditor since 2002.

Tel-Aviv, Israel
March 26, 2026

EVOGENE LTD. AND ITS SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

U.S. dollars in thousands

	Note	December 31, 2025	December 31, 2024
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	6	$ 12,956	$ 15,301
Restricted cash		32	10
Trade receivables		317	1,091
Other receivables and prepaid expenses	7	1,565	2,064
Deferred expenses related to issuance of warrants	17c	551	1,304
Inventories	2d	210	1,819
		15,631	21,589
LONG-TERM ASSETS:			
Long-term deposits and other receivables		571	12
Investment accounted for using the equity method		43	82
Deferred expenses related to issuance of warrants	17c	1,165	1,735
Right-of-use-assets	8	1,824	2,447
Property, plant and equipment, net	9	812	1,804
Intangible assets, net	10	-	12,195
		4,415	18,275
TOTAL ASSETS		$ 20,046	$ 39,864
LIABILITIES AND EQUITY			
CURRENT LIABILITIES:			
Trade payables		$ 639	$ 1,228
Employees and payroll accruals		861	1,869
Lease liability	8	716	589
Liabilities in respect of government grants	11	56	323
Deferred revenues and other advances		17	360
Warrants and pre-funded warrants liability	17c	706	2,876
Convertible SAFE	12	-	10,371
Other payables		449	1,079
		3,444	18,695
LONG-TERM LIABILITIES:			
Lease liability	8	1,482	1,914
Liabilities in respect of government grants	11	3,073	4,327
Deferred revenues and other advances		72	90
		4,627	6,331
TOTAL LIABILITIES		8,071	25,026

EVOGENE LTD. AND ITS SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

U.S. dollars in thousands

	Note	December 31, 2025	December 31, 2024
SHAREHOLDERS' EQUITY:	17		
Ordinary shares of NIS 0.2 par value:			
Authorized – 30,000,000 ordinary shares on December 31, 2025 and 15,000,000 ordinary shares on December 31, 2024 Issued and outstanding – 8,718,193 ordinary shares on December 31, 2025 and 6,514,589 ordinary shares on December 31, 2024		488	363
Share premium and other capital reserves		281,986	272,257
Accumulated deficit		(282,556)	(274,071)
Equity attributable to equity holders of the Company		(82)	(1,451)
Non-controlling interests		12,057	16,289
TOTAL EQUITY		11,975	14,838
TOTAL LIABILITIES AND EQUITY		$ 20,046	$ 39,864

The accompanying notes are an integral part of the consolidated financial statements.

EVOGENE LTD. AND ITS SUBSIDIARIES

CONSOLIDATED STATEMENTS OF PROFIT OR LOSS

U.S. dollars in thousands (except share and per share amounts)

	Note	Year ended December 31, 2025	2024(*)	2023(*)
Revenues	21b	$ 3,853	$ 5,577	$ 2,982
Cost of revenues:	19a			
Inventory impairment		2,180	-	-
Other cost of revenues		1,914	2,380	1,490
Total Cost of Revenues		4,094	2,380	1,490
Gross profit (loss)		(241)	3,197	1,492
Operating expenses:				
Research and development, net	19b	7,994	12,511	16,196
Sales and marketing	19c	1,476	1,983	2,152
General and administrative	19d	4,286	6,993	5,375
Other expenses	19e	37	514	-
Total operating expenses, net		13,793	22,001	23,723
Operating loss		(14,034)	(18,804)	(22,231)
Financing income	19f	2,508	7,393	1,213
Financing expenses	19f	(1,933)	(3,358)	(928)
Financing income (expenses), net		575	4,035	285
Share of loss of an associate		39	39	-
Loss before taxes on income		(13,498)	(14,808)	(21,946)
Taxes on income	16	1	9	19
Loss from continuing operations		$ (13,499)	(14,817)	$ $ (21,965)
Income (loss) from discontinued operations, net	23	5,672	(3,237)	(3,989)
Loss		(7,827)	(18,054)	(25,954)
Attributable to:				
Equity holders of the Company		(8,485)	(16,485)	(23,879)
Non-controlling interests		658	(1,569)	(2,075)
		$ (7,827)	$ (18,054)	$ (25,954)
Basic and diluted loss per share from continuing operations, attributable to equity holders of the Company		$ (1.70)	$ (2.47)	$ (4.56)
Basic and diluted gain (loss) per share from discontinued operations, attributable to equity holders of the Company	20	$ 0.62	$ (0.43)	$ (0.64)
Basic and diluted loss per share, attributable to equity holders of the Company		$ 1.08	$ (2.90)	$ (5.20)
Weighted average number of shares used in computing basic and diluted gain (loss) per share (**)		7,874,039	5,697,245	4,589,386

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.
(**) Number of shares and NIS par value amounts have been retroactively adjusted to reflect the reverse share split at a ratio of 1-for-10 for 2023 amounts.

The accompanying notes are an integral part of the consolidated financial statements.

EVOGENE LTD. AND ITS SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

U.S. dollars in thousands

	Attributable to equity holders of the Company					
	Share capital	Share premium and other capital reserves	Accumulated deficit	Total	Non-controlling interests	Total equity
Balance as of January 01, 2023	$ 235	$ 261,402	$ (233,707)	$ 27,930	$ 6,860	$ 34,790
Loss	-	-	(23,879)	(23,879)	(2,075)	(25,954)
Issuance of ordinary shares, net	51	8,398	-	8,449	-	8,449
Forfeiture of non-controlling interests regarding share-based compensation	-	71	-	71	(71)	-
Benefit to non-controlling interests regarding share-based compensation	-	3	-	3	(3)	-
Issuance of a subsidiary's ordinary shares to the Company	-	(809)	-	(809)	809	-
Issuance of a subsidiary's preferred shares to non-controlling interests	-	(238)	-	(238)	9,761	9,523
RSUs vested	*)	*)	-	*)	-	*)
Share-based compensation	-	526	-	526	1,351	1,877
Balance as of December 31, 2023	$ 286	$ 269,353	$ (257,586)	$ 12,053	$ 16,632	$ 28,685
Loss	-	-	(16,485)	(16,485)	(1,569)	(18,054)
Issuance of ordinary shares, net	15	108	-	123	-	123
Forfeiture of non-controlling interests regarding share-based compensation	-	206	-	206	(206)	-
Exercise of pre-funded warrants	62	2,227	-	2,289	-	2,289
RSUs vested	*)	*)	-	*)	-	*)
Share-based compensation	-	363	-	363	1,432	1,795
Balance as of December 31, 2024	$ 363	$ 272,257	$ (274,071)	$ (1,451)	$ 16,289	$ 14,838

*) Represents an amount lower than $1

The accompanying notes are an integral part of the consolidated financial statements.

EVOGENE LTD. AND ITS SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

U.S. dollars in thousands

	Attributable to equity holders of the Company					
	Share capital	Share premium and other capital reserves	Accumulated deficit	Total	Non-controlling interests	Total equity
Balance as of December 31, 2024	$ 363	$ 272,257	$ (274,071)	$ (1,451)	$ 16,289	$ 14,838
Loss	-	-	(8,485)	(8,485)	658	(7,827)
Issuance of ordinary shares, net	110	4,173	-	4,283	-	4,283
Exercise of subsidiary options	-	62		62	(62)	-
Forfeiture of non-controlling interests regarding share-based compensation	-	4,742	-	4,742	(4,742)	-
Exercise of pre-funded warrants	15	374	-	389	-	389
RSUs vested	*)	*)	-	*)	-	*)
Share-based compensation	-	378	-	378	(86)	292
Balance as of December 31, 2025	$ 488	$ 281,986	$ (282,556)	$ (82)	$ 12,057	$ 11,975

*) Represents an amount lower than $1

The accompanying notes are an integral part of the consolidated financial statements.

EVOGENE LTD. AND ITS SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

U.S. dollars in thousands

	Year ended December 31,		
	2025	**2024 (*)**	**2023 (*)**
Cash flows from operating activities:			
Loss from continuing operations	$ (13,499)	$ (14,817)	$ (21,965)
Adjustments to reconcile loss to net cash used in operating activities:			
Adjustments to the profit or loss items:			
Depreciation and amortization of property, plant and equipment and right-of-use-assets	1,144	1,381	1,300
Share-based compensation	654	1,243	1,108
Remeasurement of Convertible SAFE	(371)	3	254
Net financing income	(28)	(771)	(661)
Loss (gain) from sale of property, plant and equipment	(209)	525	(26)
Impairment of property, plant and equipment	246	-	-
Inventory impairment	2,180	-	-
Revaluation of government grants	40	-	-
Excess of initial fair value of pre-funded warrants over transaction proceeds	-	2,684	-
Amortization of deferred expenses related to issuance of warrants	1,323	471	-
Remeasurement of pre-funded warrants and warrants	(1,781)	(6,529)	-
Share of loss of an associate	39	39	-
Taxes on income (tax benefit)	(6)	9	(33)
	3,231	(945)	1,942
Changes in asset and liability items:			
Decrease (increase) in trade receivables	665	(627)	(7)
Decrease (increase) in other receivables and prepaid expenses	1,047	806	(1,246)
Decrease (increase) in inventories	(1,019)	(1,277)	489
Increase (decrease) in trade payables	(259)	(630)	757
Increase (decrease) in employees and payroll accruals	(756)	(548)	532
Increase (decrease) in other payables	(570)	222	(515)
Decrease in deferred revenues and other advances	(361)	(559)	(288)
	(1,253)	(2,613)	(278)
Cash received (paid) during the year for:			
Interest received	338	934	905
Interest paid	(193)	(67)	(121)
Taxes paid	(11)	(11)	(31)
Net cash used in continuing operating activities	(11,387)	(17,519)	(19,548)
Net cash used in operating activities of discontinued operations	(2,115)	(2,181)	(2,029)
Net cash used in operating activities	(13,502)	(19,700)	(21,577)

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

EVOGENE LTD. AND ITS SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

U.S. dollars in thousands

	Year ended December 31,		
	2025	**2024 (*)**	**2023 (*)**
Cash flows from investing activities:			
Purchase of property, plant and equipment	$ (135)	$ (626)	$ (577)
Proceeds from sale of marketable securities	-	-	6,924
Purchase of marketable securities	-	-	(503)
Proceeds from sale of property, plant and equipment	78	10	26
Proceeds from finance sub-lease asset	52	-	
Proceeds from short-term bank deposits		27,340	9,000
Investment in short-term bank deposits	(1)	(17,150)	(19,200)
Net cash provided by (used in) continuing investing activities	(6)	9,574	(4,330)
Net cash provided by investing activities of discontinued operations	17,744	48	(208)
Net cash provided by investing activities	17,738	9,622	(4,538)
Cash flows from financing activities:			
Issuance of a subsidiary's preferred shares to non-controlling interests	-	-	9,523
Proceeds from issuance of ordinary shares, pre-funded warrants and warrants	-	5,500	-
Proceeds from issuance of ordinary shares, net of issuance expenses	4,283	123	8,449
Repayment of lease liabilities	(526)	(886)	(675)
Proceeds from government grants	-	134	1,045
Repayment of convertible SAFE	(10,000)	-	
Repayment of government grants	(244)	(298)	(73)
Net cash provided by (used in) continuing financing activities	(6,487)	4,573	18,269
Net cash provided by (used in) financing activities of discontinued operations	(115)	83	(117)
Net cash provided by (used in) financing activities	(6,602)	4,656	18,152
Exchange rate differences on balances of cash and cash equivalent balances	21	(49)	(245)
Decrease in cash and cash equivalents	(2,345)	(5,471)	(8,208)
Cash and cash equivalents beginning of the year	15,301	20,772	28,980
Cash and cash equivalents end of the year	$ 12,956	$ 15,301	$ 20,772
Significant non-cash activities:			
Acquisition of property, plant and equipment	$ 2	$ 120	$ 81
Increase of right-of-use-asset recognized with corresponding lease liability	$ 207	$ 2,307	$ 194
Exercise of pre-funded warrants	$ 389	$ 2,289	$ -
Derecognition of property, plant and equipment under a finance lease	$ 13	-	-
Investment in affiliated company with corresponding deferred revenues	$ -	$ 120	$ -

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

The accompanying notes are an integral part of the consolidated financial statements.

NOTE 1: - GENERAL

Evogene Ltd. ("Evogene" and together with its subsidiaries, the "Company") was founded on October 10, 1999, as Agro Leads Ltd., a division of Compugen Ltd. In 2002, the Company was spun-off as an independent corporation under the laws of the State of Israel, and changed its name to Evogene Ltd.

The Company's shares have been listed for trading on the Tel Aviv Stock Exchange ("TASE") since 2007, on the New York Stock Exchange ("NYSE") from November 2013 until December 2016, and on the Nasdaq Stock Market ("NASDAQ") since December 2016.

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

To achieve this mission, the Company has established three unique technological engines – MicroBoost AI, ChemPass AI and GeneRator AI – leveraging Big Data and Artificial Intelligence and incorporating deep multidisciplinary understanding in life sciences. Each technological engine is focused on the discovery and development of products based on one of the following core components: microbes (MicroBoost AI), small molecules (ChemPass AI), and genetic elements (GeneRator AI). The Company uses its technological engines to develop products through subsidiaries and with strategic partners. See also Note 1d regarding the sale of Evogene's MicroBoost AI tech engine for agriculture platform to ICL.

During 2025, the Company commenced the implementation of a strategic shift, to focus its efforts on developing products based on small molecules. As a result, the Company has focused its activities mainly on ChemPass AI and have deployed ChemPass AI across two principal industries – pharmaceutical and agricultural. During 2025, the Company streamlined activities outside it's focus areas. In July 2025, the Company completed the disposition of Lavie Bio Ltd.'s assets to ICL. In addition, the Company scaled down Biomica Ltd.'s operations by reducing staff and management overhead. Biomica Ltd. has licensed the BMC128 (a microbiome-based therapeutic designed to enhance anti-tumor immune activity) to Lishan Biotech (see Note 24 – Subsequent events) and is currently focused on completing its clinical trial. Similar strategic dispositions and reductions in workforce were applied to the activities conducted by Casterra Ag Ltd. and AgPlenus Ltd.

Liquidity, Capital Resources and Management's Plans

Under IFRS Accounting Standard IAS1, Presentation of Financial Statements, management shall assess an entity's ability to continue as a going concern. When management is aware, in making its assessment, of material uncertainties related to events or conditions that may cast significant doubt upon the entity's ability to continue as a going concern, the entity shall disclose those uncertainties. In assessing whether the going concern assumption is appropriate, management considers all available information about the future, which is at least, but is not limited to, twelve months from the date that the Consolidated Financial Statements were issued.

NOTE 1: - GENERAL (Cont.)

The Company concluded that the following conditions raised substantial doubt about its ability to continue as a going concern:

- History of reporting operating losses from continuing operations of $14,034 and $18,804 for the years ended December 31, 2025, and 2024, respectively;
- Net operating cash outflows of $13,502 and $19,700 in 2025 and 2024, respectively;
- The Company's Accumulated Deficit balance as of December 31, 2025, is $282,556

Management prepared a plan to improve our available cash balances, liquidity and cash flows generated from operations. We have identified several potential actions, including cost preservation measures that would be initiated in a timely manner to address our liquidity needs over the twelve-month period from the date of this Annual Report, as follows:

- In case projected revenues do not materialize in a timely manner, reducing related expenses, including through headcount reductions, to conserve cash and improve our liquidity position; and
- Deferring and reprioritizing certain research and development programs, resulting in reduced expenditures on programs and headcount.

The Company has a history of operating losses and negative cash flows from operations. However, despite these conditions, the Company believes management’s plans, as described more fully above, will provide sufficient liquidity to meet its financial obligations and maintain levels of liquidity over the twelve-month period from the date the Consolidated Financial Statements are issued. Therefore, management concluded this plan alleviate the substantial doubt that was raised about the Company’s ability to continue as a going concern for at least twelve months from the date that the Consolidated Financial Statements were issued.

The accompanying Consolidated Financial Statements have been prepared assuming the Company will continue to operate as a going concern, which contemplates the realization of assets and the settlement of liabilities in the normal course of business.

Although not considered for purposes of the Company’s assessment of whether substantial doubt was alleviated, the Company has plans to improve operating cash flows by entering other collaborations, strategic alliances or licensing arrangements with third parties. The Company also exploring exit opportunities for certain subsidiaries. The Company may seek to raise additional funds through public or private equity or debt financings or other sources.

NOTE 1: - GENERAL (Cont.)

The Company's plans are subject to inherent risks and uncertainties. Accordingly, there can be no assurance that the Company's plans can be effectively implemented and, therefore, that the conditions can be effectively mitigated. Until such time, if ever, the Company expects to finance its operations through equity or debt financings, which may not be available to the Company on the timing needed or on terms that the Company deems to be favorable.

a. The Company principally derives its revenues from collaboration and licensing agreements, sales from castor seeds and sales of medical cannabis products in Israel (until the cessation of Canonic Ltd.'s activities during the first half of 2024) (see Note 5). As to major customers, see Note 21c.

b. The Company has the following direct and indirect subsidiaries: Casterra Ag Ltd. (formerly Evofuel Ltd.), Evogene Inc., Biomica Ltd., AgPlenus Ltd., AgPlenus Inc., Lavie Bio Ltd., Lavie Bio Inc., Lavie Tech Inc., Taxon Biosciences, Inc. and Canonic Ltd.

Casterra Ag Ltd. was incorporated on December 29, 2011 and is currently focusing on the development and sales of improved castor seeds for industrial uses. On March 13, 2025, Casterra Ag Ltd. incorporated a Kenyan wholly own subsidiary, Casterra Kenya Limited, which is expected to conduct a production, sales and marketing activities in Kenya.

Evogene Inc. was incorporated in Delaware, United States on September 22, 2006. From 2015 to 2019, Evogene Inc. was engaged in research and development in the field of insect control and located in the Bio-Research and Development Growth (BRDG) Park, in St. Louis, Missouri, United States. As of December 31, 2025, the company is inactive.

Biomica Ltd. was incorporated on March 2, 2017, with the mission of discovering and developing human microbiome-based therapeutics.

AgPlenus Ltd. was incorporated on June 10, 2018, with the mission to design effective and sustainable crop protection ag-chemicals products by leveraging predictive biology.

On August 27, 2020, AgPlenus Ltd. incorporated a wholly owned U.S. subsidiary, AgPlenus Inc.

Lavie Bio Ltd. was incorporated on January 21, 2019, with the mission to improve food quality and sustainability through the introduction of microbiome-based ag-biological products. In 2019, Lavie Bio Ltd. incorporated two wholly owned subsidiaries, Lavie Bio Inc., located in the City Foundry STL Project, in St. Louis, Missouri, United States, and Lavie Tech Inc. Lavie Tech Inc. wholly owns as a subsidiary Taxon Biosciences, Inc. See also Note 1d.

NOTE 1: - GENERAL (Cont.)

Canonic Ltd. was incorporated on March 25, 2019, with the mission to develop next-generation medical cannabis products. During 2024, Canonic Ltd. ceased its activities.

c. On April 2, 2024, the Company and The Kitchen Food Tech Hub (TKH), the food tech incubator and investment arm of Strauss Group, jointly announced the establishment of Finally Foods Ltd., an AI-driven company specializing in molecular farming for the food sector, committed to providing sustainable alternative sources to animal-based proteins ("Finally Foods"). Finally Foods will leverage the Company's AI technology to modify plants for efficient protein production. Evogene holds approximately 40% of the share capital of Finally Foods, on a fully diluted basis and accounts for this investment using the equity method. See also Note 24 – Subsequent events.

d. On August 6, 2019, Corteva Inc. ("Corteva"), through its subsidiary Pioneer Hi-Bred International, Inc., made an investment in the Company's agriculture biologicals subsidiary, Lavie Bio Ltd., which included a cash investment of $10,000 and the contribution of all shares of Corteva's wholly owned subsidiary Taxon Biosciences, Inc. in consideration for 27.84% of Lavie Bio Ltd.'s shares. As part of the foregoing transaction, the parties entered into a commercial arrangement, including the grant to Corteva of certain commercialization rights with respect to Lavie Bio Ltd.'s products, mainly in corn and soybean (see also Note 10).

In August 2022, an affiliate company of ICL and Lavie Bio Ltd. entered a multi-year collaboration agreement for developing novel bio-stimulant products to enrich fertilizer efficiency. As part of the collaboration, ICL invested through an affiliate company in Lavie Bio Ltd. $10,000 under a SAFE agreement (simple agreement for future equity) (see also Note 12).

In April 2025, Lavie Bio Ltd. entered into a definitive agreement pursuant to which Dead Sea Works Ltd. (an affiliate of ICL Group Ltd., or ICL) agreed to acquire the majority of its activity for $15,250. As part of the definitive agreement, ICL also agreed to acquire Evogene's MicroBoost AI tech engine for agriculture platform for $3,464. Pursuant to the definitive agreement, ICL also acquired Lavie Bio Ltd.'s proprietary Biology Driven Design, or BDD, technology platform, microbial bank (or, the Taxon Database), pipeline of advanced development programs and current commercial product offerings. In addition, Lavie Bio Ltd.'s core personnel transferred to ICL. As part of the transaction Lavie Bio Ltd. redeemed the SAFE which was made by an ICL affiliate. In July 2025, Lavie Bio Ltd. completed the disposition to ICL.

As part of the definitive agreement, Lavie Bio Ltd. and Evogene undertook that for a period of four years following the closing, they will not compete with the business of Lavie Bio Ltd. as conducted prior to the closing (i.e. development and/or commercialization of microbe-based products for use as bio-stimulants or bio-control in agriculture), and/or the MicroBoost AI for AG and/or the Taxon Database.

e. On December 21, 2022, Biomica Ltd., signed a definitive agreement for a $20,000 financing round, led by Shanghai Healthcare Capital ("SHC"), out of which $10,000 was to be invested by the Company in Biomica Ltd. preferred shares. Following the closing of the transaction on April 27, 2023, the Company was diluted to approximately 67% of the share capital of Biomica Ltd., on a fully diluted basis, while SHC held approximately 20%, on a fully diluted basis (see also Note 17i(2)). During 2025 Biomica Ltd. significantly reduced its internal R&D activity, including a reduction in its headcount. See also Note 24 - Subsequent events.

NOTE 1: - GENERAL (Cont.)

f. The Company operates in three segments, Agriculture, Industry and Human. The Agriculture segment mainly consists of the legacy activity of parent company, Evogene and Evogene's subsidiary - AgPlenus Ltd. The Human segment consists of Evogene's subsidiaries, Biomica Ltd. and Canonic Ltd. The Industry segment consists of Evogene's subsidiary Casterra Ag Ltd.

g. Definitions

In these Financial Statements -

Subsidiary - A company that is controlled by the Company (as defined in International Financial Reporting Standards ("IFRS") 10- Consolidated Financial Statements) and whose accounts are consolidated with those of the Company.

Related parties - As defined in International Accounting Standard ("IAS") 24 Related Party Disclosures.

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES

The following accounting policies have been applied consistently in the financial statements for all periods presented, unless otherwise stated.

a. Basis of presentation of the financial statements:

These financial statements have been prepared in accordance with IFRS as issued by the International Accounting Standards Board ("IASB").

The Company's financial statements have been prepared on a cost basis, except for financial assets and liabilities (including derivatives) which are presented at fair value through profit or loss.

The Company has elected to present profit or loss items using the function of expense method.

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

b. Functional currency, presentation currency and foreign currency:

1. Functional currency and presentation currency:

The presentation currency of the financial statements is the U.S. dollar.

The Company and its subsidiaries determine the functional currency of each entity, and this currency is used to separately measure each entity's financial position and operating results. The Company's functional currency is the U.S. dollar.

2. Transactions, assets and liabilities in foreign currency:

Transactions denominated in foreign currency are recorded upon initial recognition at the exchange rate at the date of the transaction. After initial recognition, monetary assets and liabilities denominated in foreign currency are translated at each reporting date into the functional currency at the exchange rate at that date. Exchange rate differences are recognized in profit or loss. Non-monetary assets and liabilities denominated in foreign currency and measured at cost are translated at the exchange rate at the date of the transaction. Non-monetary assets and liabilities denominated in foreign currency and measured at fair value are translated into the functional currency using the exchange rate prevailing at the date when the fair value was determined.

c. Cash equivalents:

Cash equivalents are considered as highly liquid investments, consisting of unrestricted short-term bank deposits with an original maturity of three months or less from the date of investment or with a maturity of more than three months, but which are redeemable on demand without penalty to a set cash amount and subject to an insignificant risk of changes in value, and which are considered an integral part of the Company's cash management.

d. Inventories:

Inventories are measured at the lower of cost and net realizable value. The cost of inventories comprises costs of purchase of raw and other materials and costs incurred in bringing the inventories to their present location and condition. Net realizable value is the estimated selling price in the ordinary course of business, net of selling expenses. The Company periodically evaluates the condition and age of inventories and makes provisions for slow moving inventories accordingly.

Cost of inventories is determined as follows:

Raw materials - at cost of purchase using the "first-in, first-out" method.

Work in progress and finished goods - on the basis of average costs including materials, labor and other direct and indirect manufacturing costs based on normal capacity.

U.S. dollars in thousands (except share and per share data)

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Provision for impairment of inventories:

The Company reviews its inventories periodically to determine whether the carrying amount is recoverable. A write-down is recognized when the net realizable value ("NRV") of inventories is lower than their carrying amount. Net realizable value represents the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

In determining NRV, the Company considers factors such as expected future demand, market conditions, product life cycles, technological changes, and inventory aging. If circumstances that previously caused inventories to be written down no longer exist, the amount of the write-down may be reversed, limited to the amount of the original write-down.

As of December 31, 2025, the Company recorded an inventory impairment of approximately $2,180 related to the inventory of castor seeds held by Casterra Ag Ltd. in Kenya which is included in the cost of revenues in the consolidated statement of profit or loss.

The following table summarizes information about the inventory balance as of December 31:

	December 31,	
	2025	**2024**
Raw materials	$ -	$ 40
Work in progress	46	261
Finished goods	164	1,518
	$ 210	$ 1,819

e. Government grants:

Government grants received from the Israel Innovation Authority ("IIA") and Israeli Ministry of Economy as part of "Smart money" grant program are recognized upon receipt as a liability if future economic benefits are expected from the research project that will result in royalty-bearing sales. Government grants are recognized when there is reasonable assurance that the grants will be received, and the Company will comply with the precedent conditions.

A liability for the loan is first measured at fair value using a discount rate that reflects a market rate of interest. The difference between the amount of the grant received and the fair value of the liability is accounted for as a government grant and recognized as a reduction of research and development expenses. After initial recognition, the liability is measured at amortized cost using the effective interest method. Royalty payments are treated as a reduction of the liability. If no economic benefits are expected from the research activity, the grant receipts are recognized as a reduction of the related research and development expenses or marketing expenses (in case of "Smart money" program). In that event, the royalty obligation is treated as a contingent liability in accordance with IAS 37- Provisions, Contingent Liabilities and Contingent Assets ("IAS 37").

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

In each reporting date, the Company evaluates whether there is reasonable assurance that the liability recognized, in whole or in part, will not be repaid (since the Company will not be required to pay royalties) based on the best estimate of future sales and using the original effective interest method, and if so, the appropriate amount of the liability is derecognized against a corresponding reduction in research and development or marketing expenses.

Amounts paid as royalties are recognized as settlement of the liability.

Non-refundable grants from the IIA and the European Union Horizon for funding research and development projects are recognized at the time the Company is entitled to such grants on the basis of the related costs incurred and recorded as a deduction from research and development expenses.

f. Leases:

The company assesses at contract inception whether a contract is, or contains, a lease. That is, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

For leases in which the Company is the lessee, the Company recognizes on the commencement date of the lease a right-of-use asset and a lease liability, excluding leases whose term is up to 12 months and leases for which the underlying asset is of low value. For these excluded leases, the Company has elected to recognize the lease payments as an expense in profit or loss on a straight-line basis over the lease term.

1. Right-of-use assets

The Company recognizes right-of-use assets at the commencement date of the lease (i.e., the date the underlying asset is available for use). Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities recognized, initial direct costs incurred, and lease payments made at or before the commencement date less any lease incentives received. The right-of-use assets are depreciated over the shorter of their useful life and the lease term.

Following are the amortization periods of the right-of-use assets by class of underlying asset:

	Years	Mainly
Office space	2-8	6
Laboratory space	2-8	6
Motor vehicles	3	3

The Company tests for impairment of the right-of-use asset whenever there are indications of impairment pursuant to the provisions of IAS 36.

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

2. Lease liabilities

At the commencement date of the lease, the Company recognizes lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments (including in substance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees. The lease payments also include the exercise price of a purchase option reasonably certain to be exercised by the Company and payments of penalties for terminating the lease, if the lease term reflects the Company exercising the option to terminate.

In calculating the present value of lease payments, the Company uses its incremental borrowing rate ("IBR") at the lease commencement date because the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments (e.g., changes to future payments resulting from a change in the consumer price index ("CPI") or rate used to determine such lease payments) or a change in the assessment of an option to purchase the underlying asset.

3. Short-term leases and leases of low-value assets

The Company applies the short-term lease recognition exemption to its short-term leases of motor vehicles (i.e., those leases that have a lease term of 12 months or less from the commencement date and do not contain a purchase option). It also applies the lease of low-value assets recognition exemption to leases of office equipment that are considered to be low value. Lease payments on short-term leases and leases of low value assets are recognized as expense on a straight-line basis over the lease term.

4. Subleases

In a transaction in which the Company is a lessee of an underlying asset (head lease) and the asset is subleased to a third party, the Company assesses whether the risks and rewards incidental to ownership of the right-of-use asset have been transferred to the sub-lessee, among others, by evaluating the sublease term by reference to the useful life of the right-of-use asset arising from the head lease.

When substantially all the risks and rewards incidental to ownership of the right-of-use asset have been transferred to the sub-lessee, the Company accounts for the sublease as a finance lease, otherwise it is accounted for as an operating lease.

If the sublease is classified as a finance lease, the leased asset is derecognized on the commencement date and a new asset, "finance lease receivable" is recognized at an amount equivalent to the present value of the lease payments, discounted at the interest rate implicit in the lease. Any difference between the carrying amount of ths leased asset before the derecognition and the carrying amount of the finance lease receivable is recognized in profit or loss.

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

g. Property, plant and equipment:

Property, plant and equipment are measured at cost, including directly attributable costs, less accumulated depreciation, accumulated impairment losses and any related investment grants and excluding day-to-day servicing expenses.

Depreciation begins when the asset is available for use, that is, when it is in the location and condition necessary for it to be capable of operating in the manner intended by management.

Depreciation is calculated on a straight-line basis over the useful life of the assets at annual rates as follows:

	%	Mainly %
Laboratory equipment	9-30	15
Computers and peripheral equipment	15-33.33	33.33
Office equipment and furniture	6-20	6
Leasehold improvements	see below	

Leasehold improvements are depreciated on a straight-line basis over the shorter of the lease term (including the extension option held by the Company and intended to be exercised) and the useful life of the improvement.

The useful life, depreciation method and residual value of an asset are reviewed at least each year-end and any changes are accounted for prospectively as a change in accounting estimate. Depreciation of an asset ceases at the earlier of the date that the asset is classified as held for sale and the date that the asset is derecognized.

h. Intangible assets:

Intangible assets acquired separately are measured on initial recognition at cost. Following initial recognition, intangible assets are carried at cost less any accumulated amortization and accumulated impairment losses.

Intangible assets with finite lives are amortized over the useful economic life and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortization period and the amortization method for intangible assets with a finite useful life are reviewed at least at the end of each reporting period. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset are considered to modify the amortization period or method, as appropriate, and are treated as changes in accounting estimates.

The amortization expense on intangible assets with finite lives is recognized in the statement of profit or loss in the expense category that is consistent with the function of the intangible assets.

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

An intangible asset is derecognized upon disposal (i.e., at the date the recipient obtains control) or when no future economic benefits are expected from its use or disposal. Any gain or loss arising upon derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the statement of profit or loss (see Note 10).

A summary of the useful economic lives of the intangible assets purchased by the Company is as follows:

	Years
Pipeline Products	17
Potential Products	19
Microorganisms Collection	20

In April 2025, Lavie Bio Ltd. entered into a definitive agreement pursuant to which Dead Sea Works Ltd., an affiliate of ICL Group Ltd. ("ICL"), agreed to acquire the majority of Lavie Bio Ltd.'s activities. Pursuant to the definitive agreement, Lavie Bio Ltd. transferred certain assets to ICL, including its intangible assets (see also Note 1d).

i. Impairment of non-financial assets:

The Company evaluates the need to record an impairment of non-financial assets whenever events or changes in circumstances indicate that the carrying amount is not recoverable. If the carrying amount of non-financial assets exceeds their recoverable amount, the assets are reduced to their recoverable amount. The recoverable amount is the higher of fair value less costs of sale and value in use. In measuring value in use, the expected future cash flows are discounted using a pre-tax discount rate that reflects the risks specific to the asset and the time value of money. The recoverable amount of an asset that does not generate independent cash flows is determined for the cash-generating unit to which the asset belongs. Impairment losses are recognized in profit or loss.

j. Revenue recognition:

Revenue from contracts with customers is recognized when the control over the goods or services is transferred to the customer. The transaction price is the amount of consideration that is expected to be received based on the contract terms, excluding amounts collected on behalf of third parties (such as taxes). The Company does not grant a right of return to its customers.

If the contract contains a single performance obligation, the entire transaction price is allocated to the single performance obligation. Contracts that contain multiple performance obligations such as licenses, services and milestone events require an allocation of the transaction price to each performance obligation based on a relative standalone selling price ("SSP"). To determine SSP, the Company maximizes the use of observable standalone sales and observable data, where available. In instances where performance obligations do not have observable standalone sales, the Company utilizes available information that may include market conditions, pricing strategies, the economic life of the software, and other observable inputs or uses the expected cost-plus margin approach to estimate the price the Company would charge if the products and services were sold separately. Revenue is recognized at the time the related performance obligation is satisfied by transferring the promised product or delivery of service to the customer. Revenue is recognized in an amount that reflects the consideration that the Company expects to receive in exchange for those products or services.

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Revenues from research and development services as part of the Company's collaboration agreements are recognized over time, during the period the customer simultaneously receives and consumes the benefits provided by the Company's performance. Recognition of the service is throughout the services period using the input method in order to measure the progress of the services, based on the actual internal and external costs incurred, relative to total internal and external costs expected to be incurred to satisfy the performance obligation. The Company determined that the input method is the best measure of progress towards satisfying the performance obligation as incurred labor effort represents work performed that corresponds with, and thereby best depicts the transfer of goods and services. Payment terms between the Company and its customers are typically up to twelve months, and vary by the type of the customer, country of sale and the products or services delivered.

Revenues from the sale of castor seeds, medical cannabis products and license agreements are recognized when the control of the Company’s product is transferred to the customer, generally upon delivery of the goods or products to the customer, according to the shipment or delivery terms.

Future milestone payments are considered variable consideration and are subject to the variable consideration constraint (i.e. will be recognized once concluded that it is “probable” that a significant reversal of the cumulative revenues recognized under the contract will not occur in future periods when the uncertainty related to the variable consideration is resolved). Therefore, as the milestone payments are not probable, revenue was not recognized in respect to such milestone payments prior to achievement of such milestone.

In instances of contracts where revenue recognition differs from timing of invoicing, the Company generally determined that those contracts do not include a significant financing component. The company uses the practical expedient and does not assess the existence of a significant financing component when the difference between payment and revenue recognition is a year or less.

The Company’s remaining performance obligations represent contracted revenue that has not yet been recognized. As of December 31, 2025 and 2024, the aggregate amount of the transaction price allocated to remaining performance obligations that the Company expects to recognize as revenue over the next 12 months was approximately $880 and $947, respectively.

U.S. dollars in thousands (except share and per share data)

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Disaggregation of revenue

The following table disaggregates the Company's revenues from continuing operations by timing of revenue recognition:

	Year ended December 31,		
	2025	2024 (*)	2023 (*)
Revenue recognized at a point in time	$ 2,519	$ 3,299	$ 1,562
Revenue recognized over time	1,334	2,278	1,420
	$ 3,853	$ 5,577	$ 2,982

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

k. Taxes on income:

Current or deferred taxes are recognized in profit or loss, except to the extent that they relate to items which are recognized in other comprehensive income (loss) or equity.

1. Current taxes:

The current tax liability is measured using the tax rates and tax laws that have been enacted or substantively enacted by the reporting date as well as adjustments required in connection with the tax liability in respect of previous years.

2. Deferred taxes:

Deferred taxes are computed in respect of temporary differences between the carrying amounts in the financial statements and the amounts attributed for tax purposes.

Deferred taxes are measured at the tax rate that is expected to apply when the asset is realized, or the liability is settled, based on tax laws that have been enacted or substantively enacted by the reporting date.

Deferred tax assets are reviewed at each reporting date and reduced to the extent that it is not probable that they will be utilized. Temporary differences for which deferred tax assets had not been recognized are reviewed at each reporting date and a respective deferred tax asset is recognized to the extent that their utilization is probable.

l. Financial instruments:

The accounting for financial instruments is in accordance with IFRS 9, "Financial Instruments" ("IFRS 9").

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

1. Financial assets:

   Financial assets are measured upon initial recognition at fair value plus transaction costs that are directly attributable to the acquisition of the financial assets, except for financial assets measured at fair value through profit or loss in respect of which transaction costs are recorded in profit or loss.

   Impairment of financial assets:

   The Company evaluates at the end of each reporting period the loss allowance for financial debt instruments which are not measured at fair value through profit or loss.

   The Company has short-term financial assets such as trade receivables in respect of which the Company applies a simplified approach and measures the loss allowance in an amount equal to the lifetime expected credit losses.

2. Financial liabilities:

   a) Financial liabilities measured at amortized cost:

      Financial liabilities are initially recognized at fair value less transaction costs that are directly attributable to the issue of financial liability.

      After initial recognition, the accounting treatment of financial liabilities is based on their classification as follows:

      After initial recognition, the Company measures all financial liabilities at amortized cost using the effective interest rate method, except for financial liabilities at fair value through profit or loss.

   b) Financial liabilities measured at fair value through profit or loss:

      At initial recognition, the Company measures financial liabilities that are not measured at amortized cost at fair value. Transaction costs are recognized in profit or loss. After initial recognition, changes in fair value are recognized in profit or loss. See also Note 13b.

      Any difference between the fair value estimated by the entity and the transaction price (“day one gain or loss”) is recognized:

      - In the income statement if the fair value is evidenced by quoted price in an active market for identical asset or liability or based on a valuation technique that uses only data from observable markets; and
      - Deferred as an adjustment to the carrying amount of the financial instrument in all other cases and recognized in the income statement until maturity.

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

3. De-recognition of financial instruments:

a. Financial assets:

A financial asset is derecognized when the contractual rights to the cash flows from the financial asset expire or the Company has transferred its contractual rights to receive cash flows from the financial asset or assumes an obligation to pay the cash flows in full without material delay to a third party and has transferred substantially all the risks and rewards of the asset or has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset.

b. Financial liabilities:

A financial liability is derecognized when it is extinguished, that is when the obligation is discharged or cancelled or expires. A financial liability is extinguished when the debtor (the Company) discharges the liability by paying in cash, other financial assets, goods or services; or is legally released from the liability.

m. Fair value measurement:

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Fair value measurement is based on the assumption that the transaction will take place in the asset's or the liability's principal market, or in the absence of a principal market, in the most advantageous market.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their best economic interest.

Fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use of unobservable inputs.

All assets and liabilities measured at fair value or for which fair value is disclosed are categorized into levels within the fair value hierarchy based on the lowest level input that is significant to the fair value measurement:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities.
Level 2 - Inputs other than quoted prices included within Level 1 that are observable directly or indirectly.
Level 3 - Inputs that are not based on observable market data (valuation techniques which use inputs that are not based on observable market data).

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

n. Employee benefit liabilities:

The Company has several employee benefits plans:

1. Short-term employee benefits:

Short-term employee benefits are benefits that are expected to be settled wholly before twelve months after the end of the annual reporting period in which the employees render the related services. These benefits include salaries, paid annual leave, paid sick leave, recreation and social security contributions and are recognized as expenses as the services are rendered. A liability in respect of a cash bonus or a profit-sharing plan is recognized when the Company has a legal or constructive obligation to make such payment as a result of past service rendered by an employee and a reliable estimate of the amount can be made. The short-term employee benefit liability in the statement of financial position is measured on an undiscounted basis.

2. Post-employment benefits:

The plans are normally financed by contributions to insurance companies and classified as defined contribution plans or as defined benefit plans.

Defined contribution plans:

The Company has defined contribution plans pursuant to section 14 of the Israeli Severance Pay Law (the “Severance Law”) under which the Company pays fixed contributions and will have no legal or constructive obligation to pay further contributions if the fund does not hold sufficient amounts to pay all employee benefits relating to employee service in the current and prior periods.

Contributions to the defined contribution plan in respect of severance or retirement pay are recognized as an expense when contributed concurrently with the performance of the employee's services.

In respect of its severance pay obligation to certain of its employees, the Company makes current deposits in pension funds and insurance companies (“the plan assets”). Plan assets comprise assets held by a long-term employee benefit fund or qualifying insurance policies. Plan assets are not available to the Company's own creditors and cannot be returned directly to the Company.

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

o. Share-based payment transactions:

The Company's employees and consultants are entitled to remuneration in the form of equity-settled share-based payment transactions.

Equity-settled transactions:

The cost of equity-settled transactions with employees is measured at the fair value of the equity instruments granted at the grant date. The fair value is determined using an acceptable option pricing model.

As for consultants, the cost of the transactions is measured at the fair value of the services received as consideration for equity instruments granted.

The cost of equity-settled transactions is recognized in profit or loss together with a corresponding increase in equity during the period which the performance and/or service conditions are to be satisfied ending on the date on which the relevant employees become entitled to the award ("the vesting period"). The cumulative expense recognized for equity-settled transactions at the end of each reporting period until the vesting date reflects the extent to which the vesting period has expired and the Company's best estimate of the number of equity instruments that will ultimately vest. No expense is recognized for awards that do not ultimately vest. If the Company modifies the conditions on which equity-instruments were granted, an additional expense is recognized for any modification that increases the total fair value of the share-based payment arrangement or is otherwise beneficial to the employee or other service provider at the modification date.

p. Non-controlling interests measurement:

The profits or losses attributed to regular shares are adjusted for the dividends of non-cumulative preference shares classified as equity held by non-controlling interests. The Company allocates profit or loss and each component of other comprehensive income to the owners of the Company and to ordinary non-controlling interests in proportion to their ownership interests in the subsidiary, even if this results in the non-controlling interests having a deficit balance.

q. Investment in an associate:

An associate is an entity over which the Company has significant influence. Significant influence is the power to participate in the financial and operating policy decisions of the investee, but is not control or joint control over those policies. The financial statements of an associate are prepared for the same reporting period as the Company's. The accounting policies of an associate are aligned with those of the Company. Therefore, no adjustments were made when measuring and recognizing the Company's share of the profit or loss of the investee after the date of acquisition. Under the equity method, the investment in an associate is initially recognized at cost. The carrying amount of the investment is adjusted to recognize changes in the Company's share of net assets of the associate since the acquisition date. The Company's exposure to losses from its associate is limited to the carrying amount of its investment, and the Company has no contractual or constructive obligation to provide additional financial support or to absorb losses in excess thereof.

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

r. Discontinued operations:

A discontinued operation is a component of the Company, that represents a separate major line of business operation or geographical area of operations that either has been disposed of or is classified as a discontinued operation. Income from discontinued operations, net, for the periods ended December 31, 2025 was $5,672 and loss from discontinued operations, net, for the periods ended December 31, 2024 and 2023 was $3,237 and 3,989, respectively.

NOTE 3: - SIGNIFICANT ACCOUNTING JUDGMENTS, ESTIMATES AND ASSUMPTIONS USED IN THE PREPARATION OF THE FINANCIAL STATEMENTS

In the process of applying the significant accounting policies, the Company has made the following judgments which have the most significant effect on the amounts recognized in the financial statements:

a. Judgments:

- Determining the timing of satisfaction of performance obligations:

In order to determine the timing of recognizing revenues from contracts with customers at a point in time or over time, the Company evaluates the date of transfer of control over the assets or services promised in the contracts. Among others, the Company evaluates whether the customer obtains control of the asset at a specific point in time or consumes the economic benefits associated with the contract simultaneously with the Company's performance. In determining the timing of revenue recognition, the Company also considers the provisions of applicable laws and regulations.

- Discount rate for a lease liability:

When the Company is unable to readily determine the discount rate implicit in the lease for calculating the lease liability, it uses an IBR that represents the rate of interest that a lessee would have to pay to borrow over a similar term and with similar security, the funds necessary to obtain an asset of similar value to the right-of-use asset in a similar economic environment. When the Company cannot rely on borrowing transactions, it determines the IBR based on its financing risk, the lease period and other economic variables dictated by the lease contract's existing conditions and restrictions.

NOTE 3: - SIGNIFICANT ACCOUNTING JUDGMENTS, ESTIMATES AND ASSUMPTIONS USED IN THE PREPARATION OF THE FINANCIAL STATEMENTS (Cont.)

b. Estimates and assumptions:

The preparation of the financial statements requires management to make estimates and assumptions that have an effect on the application of the accounting policies and on the reported amounts of assets, liabilities, revenues and expenses. Changes in accounting estimates are reported in the period of the change in estimate.

The key assumptions made in the financial statements concerning uncertainties at the reporting date and the critical estimates computed by the Company that may result in a material adjustment to the carrying amounts of assets and liabilities within the next financial year are discussed below.

- Government grants:

  Government grants received from the IIA and from Israeli Ministry of Economy (as part of "Smart money" grant programs) are recognized as liabilities if future economic benefits are expected from the research and development or marketing activity that will result in royalty-bearing sales. There is uncertainty regarding the estimated future cash flows used to measure the amount of the liability.

- Legal claims:

  In estimating the likelihood of outcome of legal claims filed against the Company and its investees, the Company relies on the opinion of its legal counsel. These estimates are based on the legal counsel's best professional judgment, taking into account the stage of proceedings and legal precedents in respect of the different issues. Since the outcome of the claims will be determined in courts, the results could differ from these estimates.

- Determining the fair value of share-based payment transactions:

  The fair value of share-based payment transactions is determined upon initial recognition by an acceptable option pricing model. The inputs to the model include share price (as the Company's subsidiaries' shares are not publicly traded, the fair value of the subsidiaries' shares was estimated by valuation reports prepared by third-party valuation specialists), exercise price and assumptions regarding expected volatility, expected life of share option and expected dividend yield.

NOTE 3: - SIGNIFICANT ACCOUNTING JUDGMENTS, ESTIMATES AND ASSUMPTIONS USED IN THE PREPARATION OF THE FINANCIAL STATEMENTS (Cont.)

- Determining the fair value of convertible SAFE:

  The fair value of the SAFE issued to ICL (see Note 12) is based on the weighted average value of various scenarios assuming Lavie Bio Ltd.'s estimated enterprise value at the valuation date. The enterprise value is calculated using the income approach, whereby the cash flows expected to be generated are discounted to their present value equivalent using a rate of return that reflects the relative risk of the investment, as well as the time value of money. The value of the SAFE assumes the probability of various possible scenarios to which an acceptable option pricing model is applied. The inputs to the model include the enterprise value described above, the conversion price and assumptions regarding the expected volatility and the expected life of each scenario.

- Determining the fair value warrants and pre-funded warrants liability:

  The fair value of warrants and pre-funded warrants liability (see Note 17(c)) was initially estimated using the Black Scholes option pricing model, with the following assumptions:

  Dividend yield (%) - 0%
  Expected volatility of the share prices (%) – 81.76%-87.43%
  Risk-free interest rate (%) – 4.17%-4.36%

- Leases - Estimating the IBR:

  The Company cannot readily determine the interest rate implicit in the lease; therefore, it uses its IBR to measure lease liabilities. The IBR is the rate of interest that the Company would have to pay to borrow over a similar term, and with a similar security, the funds necessary to obtain an asset of a similar value to the right-of-use asset in a similar economic environment. The IBR therefore reflects what the Company 'would have to pay', which requires estimation when no observable rates are available or when they need to be adjusted to reflect the terms and conditions of the lease.

  The Company estimates the IBR using observable inputs (such as market interest rates) when available and is required to make certain entity-specific estimates (such as the Company's stand-alone credit rating).

- Lease extension and/or termination options:

  In evaluating whether it is reasonably certain that the Company will exercise an option to extend a lease or not exercise an option to terminate a lease, the Company considers all relevant facts and circumstances that create an economic incentive for the Company to exercise the option to extend or not exercise the option to terminate such as, but not limited to: significant amounts invested in leasehold improvements, the significance of the underlying asset to the Company's operation and whether it is a specialized asset and the Company's past experience with similar leases.

NOTE 3: - SIGNIFICANT ACCOUNTING JUDGMENTS, ESTIMATES AND ASSUMPTIONS USED IN THE PREPARATION OF THE FINANCIAL STATEMENTS (Cont.)

After the commencement date, the Company reassesses the term of the lease upon the occurrence of a significant event or a significant change in circumstances that affects whether the Company is reasonably certain to exercise an option to extend or not exercise an option to terminate previously included in the determination of the lease term, such as significant leasehold improvements that had not been anticipated on the lease commencement date, sublease of the underlying asset for a period that exceeds the end of the previously determined lease period, etc.

- Inventories:

The Company reviews its inventories periodically to determine whether the carrying amount is recoverable. A write-down is recognized when the net realizable value ("NRV") of inventories is lower than their carrying amount. Net realizable value represents the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale. In determining NRV, the Company considers factors such as expected future demand, market conditions, product life cycles, technological changes, and inventory aging. If circumstances that previously caused inventories to be written down no longer exist, the amount of the write-down may be reversed, limited to the amount of the original write-down. As of December 31, 2025, the Company recorded an inventory impairment of approximately $2,180 related to the inventory of castor seeds held by Casterra Ag Ltd. in Kenya which is included in the cost of revenues in the consolidated statement of profit or loss.

NOTE 4: - DISCLOSURE OF NEW STANDARDS IN THE PERIOD PRIOR TO THEIR ADOPTION

IFRS 18, "Presentation and Disclosure in Financial Statements":

In April 2024, the International Accounting Standards Board ("the IASB") issued IFRS 18, "Presentation and Disclosure in Financial Statements" ("IFRS 18") which replaces IAS 1, "Presentation of Financial Statements". IFRS 18 is aimed at improving comparability and transparency of communication in financial statements. IFRS 18 retains certain existing requirements of IAS 1 and introduces new requirements on presentation within the statement of profit or loss, including specified totals and subtotals. It also requires disclosure of management-defined performance measures and includes new requirements for aggregation and disaggregation of financial information. IFRS 18 does not modify the recognition and measurement provisions of items in the financial statements. However, since items within the statement of profit or loss must be classified into one of five categories (operating, investing, financing, taxes on income and discontinued operations), it may change the entity's operating profit. Moreover, the publication of IFRS 18 resulted in consequential narrow scope amendments to other accounting standards, including IAS 7, "Statement of Cash Flows" and IAS 34, "Interim Financial Reporting".

IFRS 18 is effective for annual reporting periods beginning on or after January 1, 2027, and is to be applied retrospectively. Early adoption is permitted, subject to disclosure.

The Company is evaluating the effects of IFRS 18, including the effects of the consequential amendments to other accounting standards, on its consolidated financial statements.

U.S. dollars in thousands (except share and per share data)

NOTE 5: - COLLABORATION, RESEARCH AND DISTRIBUTION AND SALES AGREEMENTS

Each of the following agreements amounted to 10% or more of the Company's total revenues in 2025, 2024 and 2023:

a. In March 2020, AgPlenus Ltd. entered into a multi-year collaboration with Corteva for the discovery and development of novel herbicides. Under the terms of the collaboration agreement, AgPlenus Ltd. and Corteva work together to optimize herbicide product candidates originating from the Company's pipeline. Successful candidates from this collaboration are expected to be further developed by Corteva (see Customer A in Note 21c).

b. On June 21, 2023, Casterra entered into a framework agreement to sell seeds of its proprietary castor varieties to ENI Kenya B.V. (Customer C, see Note 21c) for cultivation in specific African territories at a commercial scale for biofuel production. During the first quarter of 2025, Casterra delivered orders (which were backlog from the prior year) valued at approximately $2,168. As of the December 31, 2025, the Company has not received any additional seed orders from ENI.

c. On February 16, 2024, AgPlenus Ltd. entered into a Licensing and Collaboration Agreement (the "Agreement") with Bayer AG ("Bayer") for the development of a new sustainable weed control solution. This Agreement grants Bayer an exclusive license for the development and commercialization of products developed within the collaboration. According to the Agreement, AgPlenus Ltd. is entitled to receive a license payment, ongoing research funding, milestone payments, and royalties based on future product sales, subject to certain conditions as stipulated in the Agreement. (Customer B, see Note 21c).

NOTE 6: - CASH AND CASH EQUIVALENTS

	December 31,	
	2025	**2024**
Cash for immediate withdrawal in USD	$ 12,425	$ 13,997
Cash for immediate withdrawal in New Israeli Shekels ("NIS")	517	1,290
Cash for immediate withdrawal in Euro and other currencies	14	14
	$ 12,956	$ 15,301

U.S. dollars in thousands (except share and per share data)

NOTE 7: - OTHER RECEIVABLES AND PREPAID EXPENSES

	December 31,	
	2025	2024
Government authorities	$ 202	$ 342
Grant receivables	153	-
Prepaid expenses	504	308
Suppliers' advances	-	1,360
Other	706	54
	$ 1,565	$ 2,064

NOTE 8: - LEASES

The Company has entered into various lease agreements with respect to the following items:

1. Office and Laboratory spaces:

   In December 2018, the Company entered into a lease agreement for office space and a laboratory facility in Rehovot, Israel, for a period of 6 years (which included a three-years extension through December 2024). In December 2024 the lease agreement was extended for an additional period of 6 years (which included a three-years extension through December 2030).

   In August 2017, the Company entered into a lease agreement for office space and greenhouses in Naan, Israel. The lease term commenced in July 2018 for a period of 10 years (which included a three-years extension through July 2028).

   In March 2025, the Company entered into a sub-lease agreement for greenhouses in Naan, Israel, for a period of 3 years.

2. Vehicles:

   The Company leases vehicles for the use of certain of its employees in Israel. The lease terms are typically for three-year periods.

U.S. dollars in thousands (except share and per share data)

NOTE 8: - LEASES (Cont.)

The Company does not assume renewals in determination of the lease term unless the renewals are deemed to be reasonably certain at lease commencement.

a. Information on leases in which the Company is a lessee (*):

	Year ended December 31	
	2025	2024
Interest expense on lease liabilities	$ 183	$ 67
Exchange rate differences	242	7
Adjustments for indexation	54	19
Depreciation expenses on right-of-use assets	620	797
Expense due to removal of lease liabilities and right-of-use assets	9	3
Income from subleasing right-of-use assets	191	-

(*) Financial information related to Lavie Bio Ltd.'s discontinued operations is presented as part of discontinued operations in the consolidated statement of profit or loss.

b. Lease extension and cancelation options:

The Company has leases that include both extension and cancelation options. These are used to maximize operational flexibility in terms of managing the assets used in the Company's operations. The Company exercises significant judgements in deciding whether it is reasonably certain that the extension and cancelation options will be exercised.

In leaseholds for periods of 5-7 years, the Company recognizes any extension options exercised as per lease agreements in the lease period. In these leases, the Company usually exercises the lease extension option to avoid critical impairment to its operating activities in the event that an alternative asset is not available immediately upon termination of the noncancelable lease period.

In leases of motor vehicles, the Company does not include in the lease term the exercise of extension options since the Company does not ordinarily exercise options that extend the lease period beyond 3 years.

Moreover, the lease period subject to the termination option is accounted for as part of the lease period when it is reasonably certain that the termination option will not be exercised.

U.S. dollars in thousands (except share and per share data)

NOTE 8: - LEASES (Cont.)

c. Disclosures of right-of-use assets:

	Leasehold	Motor vehicles	Total
Cost:			
Balance as of January 1, 2025	$ 3,096	$ 892	$ 3,988
Additions during the year:			
Additions to right-of-use assets for new leases in the period	123	84	207
Adjustments for indexation	53	3	56
Disposals during the year:			
Reassessment of lease terms of right-of-use assets in the period	(150)	-	(150)
Disposals of right-of-use assets for leases terminated in the period	(13)	(258)	(271)
Balance as of December 31, 2025	3,109	721	3,830
Accumulated depreciation:			
Balance as of January 1, 2025	1,000	541	1,541
Additions during the year:			
Depreciation	457	163	620
Disposals during the year:			
Disposals of right-of-use assets	-	(155)	(155)
Balance as of December 31, 2025	1,457	549	2,006
Depreciated cost on December 31, 2025	$ 1,652	$ 172	$ 1,824

U.S. dollars in thousands (except share and per share data)

NOTE 8: - LEASES (Cont.)

	Leasehold	Motor vehicles	Total
Cost:			
Balance as of January 1, 2024	$ 3,553	$ 874	$ 4,427
Additions during the year:			
Additions to right-of-use assets for new leases in the period	1,974	333	2,307
Adjustments for indexation	12	7	19
Disposals during the year:			
Disposals of right-of-use assets for leases terminated in the period	(2,443)	(322)	(2,765)
Balance as of December 31, 2024	3,096	892	3,988
Accumulated depreciation:			
Balance as of January 1, 2024	2,868	579	3,447
Additions during the year:			
Depreciation	575	222	797
Disposals during the year:			
Disposals of right-of-use assets	(2,443)	(260)	(2,703)
Balance as of December 31, 2024	1,000	541	1,541
Depreciated cost on December 31, 2024	$ 2,096	$ 351	$ 2,447

U.S. dollars in thousands (except share and per share data)

NOTE 8: - LEASES (Cont.)

d. Disclosures of lease liability:

	Leasehold	Motor vehicles	Total
Balance as of January 1, 2025	$ 2,162	$ 341	$ 2,503
Lease payments	(531)	(184)	(715)
Lease deposits	-	(1)	(1)
Interest expense	158	25	183
Exchange rate differences	218	24	242
Additions to lease liability for new leases in the period	123	84	207
Reduction of lease liability for leases terminated in the period	-	(125)	(125)
Reduction of lease liability for leases updates in the period	(150)	-	(150)
Adjustments for indexation	53	1	54
Balance as of December 31, 2025	$ 2,033	$ 165	$ 2,198

The weighted average incremental borrowing rate used to discount future lease payments in the calculation of the lease liabilities was 7.17%. During 2025, the total cash outflow for leases was approximately $715.

	Leasehold	Motor vehicles	Total
Balance as of January 1, 2024	$ 868	$ 270	$ 1,138
Lease payments	(725)	(243)	(968)
Lease deposits	-	(2)	(2)
Interest expense	40	27	67
Exchange rate differences	(7)	14	7
Additions to lease liability for new leases in the period	1,974	333	2,307
Reduction of lease liability for leases terminated in the period	-	(65)	(65)
Adjustments for indexation	12	7	19
Balance as of December 31, 2024	$ 2,162	$ 341	$ 2,503

The weighted average incremental borrowing rate used to discount future lease payments in the calculation of the lease liabilities was 8.35%. During 2024, the total cash outflow for leases was approximately $968.

U.S. dollars in thousands (except share and per share data)

NOTE 8: - LEASES (Cont.)

The Company leases facilities for its offices and research and development activities, as well as motor vehicles under leases. As of December 31, 2025, the future minimum lease payments under non-cancelable leases for the years ending December 31, are as follows (see also Note 13a):

	Leasehold	Motor vehicles	Total
2026	$ 576	$ 107	$ 683
2027	471	53	524
2028	427	7	434
2029	384	-	384
2030	341	-	341
Total lease payments	$ 2,199	$ 167	$ 2,366
Less: imputed interest	(166)	(2)	(168)
Present value of lease liabilities	$ 2,033	$ 165	$ 2,198

NOTE 9: - PROPERTY, PLANT AND EQUIPMENT, NET

	Laboratory equipment	Computers and peripheral equipment	Office equipment and furniture	Leasehold improvements	Total
Cost:					
Balance on January 1, 2025	$ 5,432	$ 2,327	$ 359	$ 13,097	$ 21,215
Additions	2	9	4	-	15
Impairment loss (*)	(362)	(40)	(14)	(175)	(591)
Deductions	(1,237)	(28)	-	(3)	(1,268)
Balance on December 31, 2025	3,835	2,268	349	12,919	19,371
Accumulated Depreciation:					
Balance on January 1, 2025	4,565	2,057	218	12,571	19,411
Depreciation	252	191	17	131	591
Impairment loss (*)	(201)	(34)	(7)	(94)	(336)
Deductions	(1,081)	(23)	-	(3)	(1,107)
Balance on December 31, 2025	3,535	2,191	228	12,605	18,559
Depreciated cost on December 31, 2025	$ 300	$ 77	$ 121	$ 314	$ 812

(*) As of December 31, 2025 an impairment loss was recognized to write down the property, plant and equipment, net, in Biomica Ltd. and Lavie Bio Ltd. to their recoverable amount, as the assets are not expected to generate future economic benefits.

U.S. dollars in thousands (except share and per share data)

NOTE 9: - PROPERTY, PLANT AND EQUIPMENT, NET (Cont.)

	Laboratory equipment	Computers and peripheral equipment	Office equipment and furniture	Leasehold improvements	Total
Cost:					
Balance on January 1, 2024	$ 4,994	$ 2,219	$ 326	$ 14,032	$ 21,571
Additions	439	112	37	124	712
Deductions	(1)	(4)	(4)	(1,059)	(1,068)
Balance on December 31, 2024	5,432	2,327	359	13,097	21,215
Accumulated Depreciation:					
Balance on January 1, 2024	4,282	1,814	203	12,817	19,116
Depreciation	284	247	18	164	713
Deductions	(1)	(4)	(3)	(410)	(418)
Balance on December 31, 2024	4,565	2,057	218	12,571	19,411
Depreciated cost on December 31, 2024	$ 867	$ 270	$ 141	$ 526	$ 1,804

Depreciation expenses for the years ended December 31, 2025, 2024 and 2023 were approximately $591, $713 and $842, respectively. Depreciation expenses attributable to Lavie Bio Ltd.'s discontinued operations for those periods are presented within income (loss) from discontinued operations, net, in the consolidated statements of profit or loss.

NOTE 10: - INTANGIBLE ASSETS, NET

On August 6, 2019, Corteva, through its subsidiary Pioneer Hi-Bred International, Inc., made an investment in the Company's agricultural biologicals subsidiary, Lavie Bio Ltd. The investment included the contribution of all of Corteva's holdings in its wholly owned subsidiary, Taxon Biosciences, Inc., together with $10,000 in cash, in consideration for shares of Lavie Bio Ltd. This transaction included the intangible assets listed below . In April 2025, Lavie Bio Ltd. entered into a definitive agreement pursuant to which Dead Sea Works Ltd., an affiliate of ICL Group Ltd. ("ICL"), agreed to acquire the majority of Lavie Bio Ltd.'s activities. Pursuant to the definitive agreement, Lavie Bio Ltd. transferred certain of its assets to ICL, including its intangible assets (see also Note 1d). The transaction was completed in July 2025 and, as a result, Lavie Bio Ltd. derecognized these intangible assets as of that date.

	Pipeline Products	Potential Products	Microorganisms Collection	Total
Cost:				
Balance on January 1, 2025	$ 7,028	$ 4,920	$ 5,500	$ 17,448
Deductions	7,028	4,920	5,500	17,448
Balance on December 31, 2025	-	-	-	-
Accumulated Amortization:				
Balance on January 1, 2025	$ 2,182	$ 1,370	$ 1,701	$ 5,253
Amortization	207	130	161	498
Deductions	2,389	1,500	1,862	5,751
Balance on December 31, 2025	-	-	-	-
Amortized cost on December 31, 2025	-	-	-	-

U.S. dollars in thousands (except share and per share data)

NOTE 10: - INTANGIBLE ASSETS, NET (Cont.)

	Pipeline Products	Potential Products	Microorganisms Collection	Total
Cost:				
Balance on January 1, 2024	$ 7,028	$ 4,920	$ 5,500	$ 17,448
Balance on December 31, 2024	$ 7,028	$ 4,920	$ 5,500	$ 17,448
Accumulated Amortization:				
Balance on January 1, 2024	$ 1,777	$ 1,115	$ 1,387	$ 4,279
Amortization	405	255	314	974
Balance on December 31, 2024	2,182	1,370	1,701	5,253
Amortized cost on December 31, 2024	$ 4,846	$ 3,550	$ 3,799	$ 12,195

Amortization expenses of intangible assets are included within income (loss) from discontinued operations, net, in the consolidated statements of profit or loss.

NOTE 11: - LIABILITIES IN RESPECT OF GOVERNMENT GRANTS

	2025	2024
Balance on January 1,	$ 4,650	$ 4,814
Grants received (*)	106	177
Royalties paid	(461)	(298)
Amounts recorded in profit or loss	(1,166)	(43)
Balance on December 31,	$ 3,129	$ 4,650

(*) Excludes amounts received under the EU Horizon grant programs, totaling $209 in 2024 and $215 thousand in 2025.

The Company received research and development grants from the IIA and undertook to pay royalties of 3%-4% of revenues derived from research and development projects that were financed by the IIA, of up to 100% of the grants received (including accrued interest). As of December 31, 2025, the Company received grants amounting to $9,571 (including accrued interest), of which $4,354 were repaid to date.

In July 2022, Canonic Ltd. received the Israeli Ministry of Economy approval to be included in “Smart money” grants program for marketing operations in Germany. The maximum grant amount from this program is approximately $85. Canonic Ltd. undertook to pay royalties of 3% of yearly revenues above approximately $284 derived from the operation in Germany, up to 100% of the grants received. As of December 31, 2024, Canonic Ltd. received approximately $42 for marketing expenses in Germany. Since Canonic has ceased its activities during the first half of 2024 and no economic benefits are expected from the marketing operations in Germany, the grant receipts were recognized as a reduction of the related marketing expenses during 2024.

NOTE 11: - LIABILITIES IN RESPECT OF GOVERNMENT GRANTS (Cont.)

On May 9, 2023, the Company announced that it had been awarded an EU Horizon grant of approximately €1,200 thousand, which was subsequently increased to approximately €1,525 thousand during 2025, to support the development of oil-seed crops with high carbon-dioxide assimilation and enhanced drought tolerance. The project, Crop4Clima, has an overall budget of €2,500 thousand and is expected to be executed over 32 months. As of December 31, 2025, the Company had received payments totaling approximately €1,300 thousand under this grant. The grant follows the successful completion of the Future Agriculture Consortium's proof-of-concept in 2021, which demonstrated the potential for increased agricultural productivity and environmental sustainability. The Company recognizes grant income to the extent that related research and development costs have been incurred, and such amounts are recorded as a reduction of research and development expenses.

In February 2024, Lavie Bio Ltd. received the Israeli Ministry of Economy approval to be included in "Smart money" grant program to begin exporting in Canada. The maximum amount of grants from this program is approximately $83. Lavie Bio Ltd. undertook to pay royalties of 3% of yearly revenues above approximately $276 derived from the operations in Canada, up to 100% of the grants received (linked to CPI). As of December 31, 2024, Lavie Bio Ltd. received approximately $78 for marketing expenses in Canada incurred until December 31, 2024. In April 2025, Lavie Bio entered into a definitive agreement pursuant to which Dead Sea Works Ltd. (an affiliate of ICL Group Ltd., or ICL) agreed to acquire the majority of its activity (see Note 1d). Since no economic benefits are expected from the marketing operations in Canada, the grant receipts were recognized as a reduction of the related marketing expenses during 2025.

NOTE 12: - CONVERTIBLE SAFE

In August 2022, ICL and Lavie Bio Ltd. ("Lavie") entered a multi-year collaboration agreement for developing novel bio-stimulant products to enrich fertilizer efficiency. As part of the collaboration, ICL (through its affiliate company) invested $10,000 in Lavie using a SAFE agreement (simple agreement for future equity). Pursuant to the terms of that agreement, the SAFE amount will automatically be converted during enumerated events, each subject to certain terms and conditions, to include (i) an equity financing (as such term is defined in the agreement), with such SAFE amount converting into equity at a 20% discount rate, or (ii) a liquidity event (as such term is defined in the agreement), with such SAFE amount converting into shares to receive a portion of proceeds due as part of the liquidity event. The price per share for future conversion is capped at a price reflecting a valuation of $130,000 prior to the relevant event. Additionally, ICL is permitted to invest an additional amount prior to, or as part of, the next financing of Lavie, which may result in ICL holding up to a maximum interest of 14.29% in Lavie on a fully diluted share capital basis. If no equity financing occurs within thirty (30) months of the effective date of the agreement, ICL shall be entitled to convert the SAFE amount at a price per share reflecting a valuation of $70,000, within 60 days after such thirty (30) month period elapsed. If no conversion occurs within thirty (30) months, as mentioned above, ICL still retains the right to convert the SAFE amount into equity at a 20% discount rate, in an equity financing or a liquidity event (as such terms are defined in the SAFE agreement). According to IAS 32, "Financial Instruments: Presentation", as conversion upon an equity financing requires the delivery of variable number of shares, the SAFE is accounted for as a liability and measured at fair value according to IFRS 9. The fair value of the SAFE will be remeasured at the end of each reporting period with any change to fair value recorded within financial expenses in the statements of profit or loss. The fair value of the SAFE at initial recognition equals the transaction price of $10,000.

According to the terms of the SAFE, ICL was entitled to appoint one director until the consummation of a earlier of (i) consummation of a Liquidity Event or a Dissolution Event (as such terms are defined therein), (ii) in the event of conversion of this Safe, upon such time as ICL holds less than 12.5% of the issued and outstanding shares of Lavie or (iii) the sixth anniversary of date of the agreement.

NOTE 12: - CONVERTIBLE SAFE (Cont.)

According to the terms of the SAFE, agreed between Lavie Bio Ltd. and ICL affiliated company, the transaction with ICL constituted a Liquidity Event (as such term is defined therein). On April 17, 2025 and concurrently with their execution of the purchase agreement, the parties amended the terms of the SAFE such that the Liquidity Event will not result in the conversion of the SAFE into shares of Lavie Bio Ltd., but rather Lavie Bio Ltd. will pay ICL a portion of the proceeds equal to the amount it invested under the SAFE - $10,000. The amendment did not result in a material change in the fair value of SAFE.

On April 21, 2025, the Company announced the acquisition of most of the activity of Lavie Bio Ltd., by Dead Sea Works Ltd., an affiliate of ICL (see Note 1d). As part of the transaction Lavie Bio Ltd. redeemed the SAFE which was made by an ICL affiliate at the amount of $10,000.

NOTE 13: - FINANCIAL INSTRUMENTS

a. Financial risk factors:

The Company's operations are exposed to various financial risks, such as market risk (foreign currency risk, price risk), credit risk and liquidity risk. The Company's comprehensive risk management plan focuses on measures to minimize possible negative effects on the financial performance of the Company.

The Company's Board of Directors has provided guidelines for risk management, and specific policies for various risk exposures, such as foreign currency risk, interest-rate risk, credit risk, and the use of derivative financial instruments, non-derivative financial instruments, and excess-liquidity investments.

1. Market Risk:

Foreign currency risk:

The Company operates primarily in Israel and has an exchange rate risk as it incurs operating costs in Israel, consisting principally of salaries and related personnel expenses, lease and facility expenses which are denominated in NIS, which differs from its functional currency.

U.S. dollars in thousands (except share and per share data)

NOTE 13: - FINANCIAL INSTRUMENTS (Cont.)

2. Credit Risk:

The Company holds cash and cash equivalents and other financial instruments with various financial institutions. Its policy is to spread its investments among various institutions. In accordance with this policy, the Company invests its funds with stable financial institutions.

As of December 31, 2024, the Company recorded a provision for doubtful accounts of approximately $819 related to advances paid to one of Casterra Ag Ltd.'s castor seed service providers, due to a delay in the delivery of services as stipulated in the underlying agreement. As of December 31, 2025, the Company recorded a provision for doubtful accounts of $50 in respect of certain customer receivables of Lavie Bio Inc.

3. Liquidity Risk:

The following table presents the repayment dates of the Company's financial liabilities, by contractual terms, in nominal amounts (including interest payments):

Balance on December 31, 2025:

	Up to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years	Over 5 years	Total
Trade payables (*)	$ 639	$ -	$ -	$ -	$ -	$ -	$ 639
Employees and payroll accruals	861	-	-	-	-	-	861
Other payables	449	-	-	-	-	-	449
Leases liability	683	524	429	384	341	-	2,361
Liabilities in respect of government grants	56	142	254	295	495	2,763	4,005
	$ 2,688	$ 666	$ 683	$ 679	$ 836	$ 2,763	$ 8,315

(*) The Company's trade payables are settled under the customary payment terms applicable in the relevant markets.

Balance on December 31, 2024:

	Up to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years	Over 5 years	Total
Trade payables (*)	$ 1,228	$ -	$ -	$ -	$ -	$ -	$ 1,228
Employees and payroll accruals	1,869	-	-	-	-	-	1,869
Other payables	1,079	-	-	-	-	-	1,079
Leases liability	679	566	449	394	374	338	2,800
Liabilities in respect of government grants	323	392	336	462	632	3,884	6,029
	$ 5,178	$ 958	$ 785	$ 856	$ 1,006	$ 4,222	$ 13,005

(*) The Company's trade payables are settled under the customary payment terms applicable in the relevant markets.

U.S. dollars in thousands (except share and per share data)

NOTE 13: - FINANCIAL INSTRUMENTS (Cont.)

b. Fair Value:

The carrying amounts of cash and cash equivalents, other receivables and prepaid expenses, trade payables and other payables approximate their fair values due to the short-term maturities of such instruments.

The fair value of the liabilities in respect of government grants is measured using a discount rate that reflects the applicable market rate of interest at the date the grants are received, which approximates the fair value at the respective balance sheet date.

The fair value of lease liability is measured using a discount rate that reflects the IBR of interest at the date of the contract.

The fair value measurement of the Convertible SAFE as described in Note 12 is based on the weighted average value of various scenarios regarding Lavie Bio Ltd.'s estimated enterprise value at the valuation date. The fair value of the ordinary shares of Lavie Bio Ltd. is measured using the income approach, whereby the expected cash flows generated by Lavie Bio Ltd. are discounted to their present value equivalent using a rate of return that reflects its relative risk, as well as the time value of the money, and is considered to be Level 3 fair value hierarchy (see Note 2m). As of December 31, 2024 the cash flow projections were discounted using the weighted average cost of capital rates of 24.2%, and long-term growth rates of 3%. In April 2025, Lavie Bio Ltd. entered into a definitive agreement pursuant to which Dead Sea Works Ltd. (an affiliate of ICL Group Ltd., or ICL) agreed to acquire the majority of its activities. As part of the transaction Lavie Bio Ltd. redeemed the SAFE which was made by an ICL affiliate in the amount of $10,000. See also Note 1d.

The fair value of warrants and pre-funded warrants liabilities as described in Note 17(c) is initially measured as of the transaction date and then subsequently remeasured at each reporting period using the Black Scholes option pricing model.

The following table presents the fair value of financial liabilities as of December 31, 2025 and 2024:

	December 31,	
	2025	2024
Convertible SAFE	$ -	$ 10,371
Warrants and pre-funded warrants liabilities	$ 706	$ 2,876

c. Sensitivity tests relating to changes in market factors:

	December 31,	
	2025	2024
Sensitivity test to changes in the USD /NIS exchange rate:		
Gain (loss) from the change:		
Decrease of 5% in the U.S. dollar relative to the NIS	$ (301)	$ (428)
Increase of 5% in the U.S. dollar relative to the NIS	$ 301	$ 428

U.S. dollars in thousands (except share and per share data)

NOTE 14: - COMMITMENTS AND CONTINGENT LIABILITIES

Sensitivity tests and principal work assumptions:

The selected changes in the relevant risk variables were determined based on management's estimate as to reasonable possible changes in these risk variables.

Government grants:

The Company received research and development grants from the IIA. See also Note 11. If no economic benefits are expected from the research activity, the royalty obligation is not recorded as a liability and instead is treated as a contingent liability in accordance with IAS 37. The grants from the IIA impose certain restrictions on the transfer outside of Israel of the underlying know-how and the manufacturing or manufacturing rights of the underlying products and technologies.

NOTE 15: - SEVERANCE PAY LIABILITY

Labor laws and the Severance Law require the Company to pay compensation to employees upon dismissal or retirement, or to make routine contributions in defined contribution plans pursuant to Section 14 of the Severance Law, as described below. The Company's liability is accounted for as a post-employment benefit. The Company's employee benefit liability is based on a valid labor agreement, the employee's salary, and the applicable terms of employment, which together generate a right to severance compensation.

Post-employment employee benefits are financed by deposits with defined deposit plans, as detailed below.

Contributions in accordance with Section 14 to the Severance Law release the Company from any additional liability to employees for whom said contributions were made. These contributions represent defined contribution plans.

	Year ended December 31,		
	2025	2024 (*)	2023 (*)
Expenses – in respect to defined contribution plan	$ 593	$ 723	$ 699

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

NOTE 16: - TAXES ON INCOME

a. Tax rates applicable to the Company and its subsidiaries:

1. The Israeli corporate income tax rate was 23% for all years presented.

2. The Company’s U.S. subsidiaries, Evogene Inc., Lavie Bio Inc., Lavie Tech Inc., Taxon Biosciences, Inc., and AgPlenus Inc., are subject to U.S. income taxes.

   During the years 2023 through 2025, the tax rates applicable to those companies, based on the main state where the companies had the most presence, were 21% (federal tax applicable for the years 2023, 2024 and 2025) and approximately 3.41% (state tax applicable for the years 2023, 2024 and 2025).

U.S. dollars in thousands (except share and per share data)

NOTE 16: - TAXES ON INCOME (Cont.)

b. Tax assessments:

Evogene Ltd., Lavie Bio Ltd., AgPlenus Ltd., Biomica Ltd., Canonic Ltd. and Casterra Ag Ltd. received final tax assessments, through the 2019 tax year.

d. Carryforward losses for tax purposes and other temporary differences:

As of December 31, 2025 and 2024, Evogene Ltd. and its Israeli subsidiaries had carryforward operating tax losses of approximately $140,000 and approximately $86,000, respectively, which are available to offset taxable income in future periods indefinitely.

e. Deferred taxes:

The Company did not record deferred tax assets with respect to net operating losses incurred by the Company and the subsidiaries since it is not probable that they will generate a taxable income in future years.

f. Theoretical tax:

The Company has incurred operating losses during the years ended December 31, 2025, 2024 and 2023 for which deferred taxes were not recorded, as mentioned in Note 16b. The reconciliation between the tax expense, assuming that all the income and expenses, gains and losses in the statement of income were taxed at the statutory tax rate, and the taxes on income recorded in profit or loss, does not provide significant information and is therefore not presented.

g. In April 2025, the Trump administration announced a government plan which imposes reciprocal tariffs on the import of goods from numerous countries into the U.S. The overall tariff on the import of goods from Israel to the U.S. is 17%. The tariff applies solely to the import of goods and not to the import of services. The Company currently believes that the tariff of the U.S. on Israeli goods will not have a material impact on the Company's revenues.

NOTE 17: - SHAREHOLDERS' EQUITY

a. Share capital:

	December 31,			
	2025		2024	
	Authorized	Issued and Outstanding	Authorized	Issued and Outstanding
	Number of shares			
Ordinary shares of NIS 0.2 par value each	30,000,000	8,718,193	15,000,000	6,514,589

b. In its annual general meeting of the shareholders which was held on August 18, 2025 it was resolved to approve an amendment to the Company's amended and restated articles of association, to increase the registered share capital of the Company by NIS 3,000,000 such that the total registered share capital of the Company will be NIS 6,000,000 divided into 30,000,000 ordinary shares of NIS 0.2 par value per share.

U.S. dollars in thousands (except share and per share data)

NOTE 17: - SHAREHOLDERS' EQUITY (Cont.)

c. Changes in share capital:

Share capital issued and outstanding:

	Number of shares	NIS par value
Outstanding on January 1, 2024	5,079,313	1,015,863
Issuance of ordinary shares	275,320	55,064
Exercise of options and vesting of restricted share units ("RSUs")	13,648	2,730
Exercise of pre-funded warrants	1,146,308	229,262
Outstanding on December 31, 2024	6,514,589	1,302,918
Issuance of ordinary shares	1,913,650	382,730
Exercise of options and vesting of RSUs	8,954	1,791
Exercise of pre-funded warrants	281,000	56,200
Outstanding on December 31, 2025	8,718,193	1,743,639

On July 23, 2024 Evogene announced a reverse share split of its issued and outstanding ordinary shares, at a ratio of 1-for-10, which was implemented after market close on July 24, 2024. Evogene's ordinary shares began trading on the Nasdaq Capital Market on a post-reverse split basis at the market open on July 25, 2024, and on the Tel Aviv Stock Exchange at the market open on July 28, 2024. The reverse share split was approved by Evogene's shareholders at the Company's Annual Meeting of Shareholders held on June 13, 2024, to be effected at the board of directors' discretion within approved parameters. In addition, proportionate adjustments were made to the number of shares issuable upon the exercise of all outstanding options entitling the holders to purchase ordinary shares (with a reciprocal increase in the per share exercise price) and to the number of ordinary shares underlying outstanding RSUs. As part of the reverse share split, all fractional shares were rounded to the nearest whole ordinary share, such that only shareholders holding fractional consolidated shares of more than half of the number of shares which consolidation constitutes one whole share, were entitled to receive one consolidated share. As a result of the abovementioned mechanism the Company recorded an adjustment of approximately 21,000 ordinary shares to the amount of issued and outstanding shares to all previous periods presented and that have been adjusted to reflect this reverse split.

All shares, per share amounts, and weighted average selling prices for periods prior to the reverse share split have been retroactively adjusted to reflect the reverse share split.

d. Issuance of ordinary shares:

1. In January 2021, the Company entered into a Controlled Equity Offering Sales Agreement, pursuant to which the Company issued 380,359 ordinary shares during January and February 2021, in an at-the-market ("ATM") offering, with a weighted average selling price of $73.61 per share, resulting in gross proceeds of approximately $28,000.

   On February 19, 2021, the Company entered into a new Controlled Equity Offering Sales Agreement, having an aggregate offering price of up to $50,000 (subsequently reduced to approximately $19,500), pursuant to which the Company issued 72,683 ordinary shares from April through September 2021, in an ATM offering, with a weighted average selling price of $36.35 per share, resulting in gross proceeds of approximately $$2,642. During December 2022, 2,851 ordinary shares were issued through the ATM offering, with a weighted selling price of $7.68 per share, resulting in gross proceeds of approximately $22. During 2023, 72,022 ordinary shares were issued through the ATM offering, with a weighted selling price of $9.64 per share, resulting in gross proceeds of approximately $695. During January 2024, 320 ordinary shares were issued through the ATM offering, with a selling price of $10.00 per share, resulting in gross proceeds of approximately $3. In March 2024, the Company terminated the ATM offering pursuant to the terms of the Controlled Equity Offering Sales Agreement.

NOTE 17: - SHAREHOLDERS' EQUITY (Cont.)

2. On July 17, 2023, the Company entered into securities purchase agreements with certain institutional investors for the sale of 850,000 ordinary shares in a registered direct offering at a purchase price of $10.00 per ordinary share. The gross proceeds from the offering amounted to approximately $8,500, before deducting placement agent fees and other offering expenses.

3. On March 1, 2024, the Company filed a shelf registration statement on Form F-3 with the Securities and Exchange Commission under which the Company may offer and sell from time to time in one or more offerings, the Company's ordinary shares, rights, warrants and units having an aggregate offering price of up to $200,000.

4. On March 28, 2024, the Company entered a new At-The-Market Issuance Sales Agreement (the "Sales Agreement"), with Lake Street Capital Markets, LLC as selling agent. In accordance with the terms of the Sales Agreement, from time to time the Company may offer and sell its ordinary shares in an ATM offering having an aggregate offering price of up to $7,300. On August 26, 2024 the aggregate offering price was reduced to up to $4,500. During May 2024, the Company issued 10,000 ordinary shares pursuant to the Sales Agreement, with a selling price of $8.50 per share, resulting in gross proceeds of approximately $85. During June 2025, the Company issued 1,913,650 ordinary shares pursuant to the Sales Agreement, with a selling price of $2.31 per share, resulting in gross proceeds of approximately $4,415. As of December 31, 2025, we had sold the full amount available under the Lake Street Sales Agreement, which was terminated on September 4, 2025.

5. On August 23, 2024, Evogene entered into a definitive securities purchase agreement, or the Securities Purchase Agreement, with an institutional investor (the "Investor"), pursuant to which Evogene agreed to issue and sell to such Investor in a registered direct offering, (i) 265,000 ordinary shares, and (ii) pre-funded warrants, or the Pre-Funded Warrants, to purchase up to 1,427,308 ordinary shares. The Pre-Funded Warrants have an exercise price of $0.0001 per ordinary share, are immediately exercisable and may be exercised at any time until exercised in full. In a concurrent private placement, the Company also agreed to issue unregistered Series A ordinary warrants to purchase up to 1,692,308 ordinary shares, and unregistered Series B ordinary warrants to purchase up to 1,692,308 ordinary shares. Each ordinary share (or ordinary share equivalent in lieu thereof) was sold with one Series A ordinary warrant to purchase one ordinary share and one Series B ordinary warrant to purchase one ordinary share at a combined purchase price of $3.25. The Series A ordinary warrants have an exercise price of $3.55 per share, immediately exercisable upon issuance and will expire five years from issuance. The Series B ordinary warrants have an exercise price of $3.55 per share, were immediately exercisable upon issuance and will expire eighteen months from issuance. The gross proceeds from the offering were approximately $5,500, before deducting placement agent fees and other offering expenses. Pre-funded warrants and warrants were classified as liabilities on the consolidated statements of financial position. They were initially recorded at fair value and subsequently remeasured at each reporting period using the Black - Scholes option pricing model. As of the transaction date, the excess of the initial fair value of pre-funded warrants over the transaction proceeds amounting to approximately $2,684 was recorded as financial expenses. The excess of initial fair value over the transaction proceeds of Series A ordinary warrants and Series B ordinary warrants amounting to approximately $3,510 was deferred and amortized to financial expenses over the term of the warrants. From the date of the transaction until December 31, 2024, the Company recorded amortization of deferred expenses amounting to approximately $471. As of December 31, 2024, the deferred expenses related to the issuance of warrants were presented in the consolidated statements of financial position as both current and long-term assets, in accordance with the terms of the warrants. Additionally, from the transaction date until December 31, 2024 and during 2025 the Company recorded financial income of approximately $6,529 and $1,781, respectively, due to the remeasurement of the warrants to their fair value. See also Note 19f. From October 1, 2024 to December 31, 2024 a total of 1,146,308 pre-funded warrants were exercised into 1,146,308 ordinary shares of the Company. During 2025, a total of 281,000 warrants were exercised into 281,000 ordinary shares of the Company. See also Note 24 - Subsequent events.

NOTE 17: - SHAREHOLDERS' EQUITY (Cont.)

e. Rights attached to shares:

The Company's ordinary shares have voting rights at the general meeting, rights to dividends, rights upon liquidation of the Company and the right to nominate directors in the Company.

f. Rights attached to pre-funded warrants:

Until the pre-funded warrants are exercised into ordinary shares, there are no rights with respect to the ordinary shares underlying such pre-funded warrants. Upon exercise of the pre-funded warrants into ordinary shares, the holder is entitled to exercise the rights attached to shares only as to matters for which the record date occurs after the exercise date.

g. Capital management in the Company:

The Company's objectives in managing capital are as follows:

To maintain its ability to ensure the continuity of the business, and thus to generate a return to equity holders, investors and other parties. The Company manages its capital structure and makes adjustments following changes in economic conditions and the risk-nature of its operations. In order to maintain or to adjust the necessary capital structure, the Company takes various steps, such as raising funds by capital issues.

U.S. dollars in thousands (except share and per share data)

NOTE 17: - SHAREHOLDERS' EQUITY (Cont.)

h. Composition of non-controlling interests in the statement of financial position:

	2025	2024
Balance as of January 1,	$ 16,289	$ 16,632
Forfeiture of non-controlling interests regarding share-based compensation	(4,742)	(206)
Share-based compensation	(86)	1,432
Exercise of subsidiary options	(62)	-
Income (loss) attributed to non-controlling interests	658	(1,569)
Balance as of December 31,	$ 12,057	$ 16,289

i. Issuance of shares by subsidiary:

1. During July 2025, 263,472 options were exercised in Lavie Bio Ltd. into its ordinary shares. Upon the exercise of options, the non-controlling interest was issued 2.46% of Lavie Bio Ltd.'s equity. As a result, the Company recorded an increase in non-controlling interest in the amount of approximately $13.

2. On December 21, 2022, Biomica Ltd. signed a definitive agreement for a $20,000 financing round, led by SHC, out of which $10,000 shall be invested by the Company in Biomica Ltd. preferred shares. As a result, the Company recorded a negative capital reserve and an increase of non-controlling interest in the amounts of $238 and $9,761, respectively. In addition, certain convertible loans in total amount of $10,000 were converted by the Company to Biomica Ltd.’s ordinary shares. As a result, the Company recorded an adjustment to capital reserve and non-controlling interest in the amount of $809. Following the closing of the transaction on April 27, 2023, the Company was diluted to approximately 67% of the share capital of Biomica Ltd., on a fully diluted basis, while SHC is holding approximately 20%, on a fully diluted basis.

3. On June 27, 2024, 5,000 options were exercised in Casterra Ag Ltd. into its ordinary shares. Upon the exercise of options, the non-controlling interest was issued 0.5% of Casterra Ag Ltd.'s equity. As a result, the Company recorded a decrease in non-controlling interest in the amount of approximately $75.

U.S. dollars in thousands (except share and per share data)

NOTE 18: - SHARE- BASED COMPENSATION

a. Expenses recognized in the financial statements:

The expense recognized in the Company's financial statements for services provided by employees and service providers is as follows:

	Year ended December 31,		
	2025	2024	2023
Share-based compensation – Attributable to equity holders of the Company	$ 378	$ 363	$ 526
Share-based compensation – Attributable to non-controlling interests (see Note 17h)	(86)	1,432	1,351
	$ 292	$ 1,795	$ 1,877

b. The Company maintains two share option and incentive plans: Evogene Ltd. 2013 Share Option Plan and Evogene Ltd. 2021 Share Incentive Plan (the "2021 Plan"). All such option and incentive plans provide for the grant of options to purchase the Company's ordinary shares that generally expire 10 years from the grant date.

c. Evogene Ltd. Share-based payment plan for employees, directors and consultants:

During 2025, 2024 and 2023, the board of directors of the Company approved to grant its employees, directors and consultants 233,500, 217,300 and 62,600 options, respectively. The fair value of the options granted in 2025, 2024 and 2023 determined at their grant date using the binomial model, was approximately $188, $208 and $204, respectively.

d. Evogene Ltd. Share options activity:

The following table summarizes the number of share options, the weighted average exercise price, and the changes that were made in the option plans to employees, consultants and directors of the Company:

	2025		2024		2023 (*)	
	Number of options	Weighted average exercise prices ($)	Number of options	Weighted average exercise prices ($)	Number of options	Weighted average exercise prices ($)
Outstanding at the beginning of year	594,088	18.72	397,452	28.80	403,603	41.7
Granted	233,500	1.81	217,300	2.71	62,600	8.00
Exercised	-	-	-	-	-	-
Forfeited	(170,938)	40.46	(20,664)	41.99	(68,751)	78.1
Outstanding at end of year	656,650	9.40	594,088	18.72	397,452	28.8
Exercisable at end of year	297,771	17.89	331,746	29.92	284,183	34.8

(*) Number of options and weighted average exercise prices have been retroactively adjusted to reflect the reverse stock split. See Note 17(b).

U.S. dollars in thousands (except share and per share data)

NOTE 18: - SHARE- BASED COMPENSATION (Cont.)

The following table summarizes information about share options outstanding at December 31, 2025:

	Options outstanding		
Range of exercise prices ($)	Number outstanding	Average remaining contractual life	Weighted average exercise price
1.37-9.22	466,475	8.83	2.73
10.20 - 20	108,140	4.94	12.20
20.41-39.97	43,675	4.58	29.61
55.83-64.61	37,110	1.43	57.84
84.29-87.12	1,250	0.56	84.86
Total	656,650	7.48	9.40

The weighted average outstanding remaining life contractual term of the options as of December 31, 2025 is 7.48 years (as of December 31, 2024, it was 6.83 years).

The weighted average fair value of options granted during 2025 was $0.81 (for options granted during 2024, the weighted average fair value was $0.96).

The fair value of Company share options granted to employees, directors and consultants for the years ended December 31, 2025, 2024 and 2023 was estimated using the binomial model with the following assumptions:

	2025	2024	2023
Dividend yield (%)	-	-	-
Expected volatility of the share prices (%)	56-59	54-56	51-53
Risk-free interest rate (%)	4.25-4.57	4.21-4.56	3.4-4.4
Suboptimal factor	1.8-2	1.8-2	1.8-2
Post-vesting forfeiture rate (%)	5-20	5-20	5-20

The expected volatility of the share prices reflects the assumption that the historical volatility of the share prices is reasonably indicative of expected future trends.

e. Evogene Ltd. RSUs activity:

The 2021 Plan also provides for the grant of restricted shares and RSUs. During 2024 and 2023, the board of directors of the Company approved to grant its employees, directors and consultants 1,300 and 35,260 RSUs, respectively. The fair value of the RSUs granted in 2024 and 2023, was approximately $12.5 and $265, respectively, determined at their grant date according to the Company's share price at the time of their grant since the RSUs were granted at a zero exercise price and no dividends were expected to be distributed during their vesting period. During 2025 no RSU were granted.

U.S. dollars in thousands (except share and per share data)

NOTE 18: - SHARE- BASED COMPENSATION (Cont.)

The following table summarizes the number of RSUs, and the changes that were made under the 2021 Plan to employees, consultants and directors of the Company during 2025 and 2024:

	2025		2024	
	Number of RSUs	Weighted average grant date fair value	Number of RSUs	Weighted average grant date fair value
Outstanding at beginning of year	19,806	11.87	41,420	12.40
Granted	-	-	1,300	9.67
Vested	(8,954)	15.48	(13,676)	14.93
Forfeited	(5,190)	10.37	(9,238)	9.20
Outstanding at end of year	5,662	7.57	19,806	11.87

The Company's subsidiaries maintain share option and incentive plans with similar terms and conditions.

During the years ended December 31, 2025 and 2024, the Company's subsidiaries approved to grant their employees, directors and consultants 31,500 and 151,013 options, respectively. The fair value of the options determined at their grant date using the binomial model was approximately $89 and $1,084 respectively. The fair value was estimated using the binominal model.

The following table summarizes the number of share options, the weighted average exercise price, and the changes that were made in the option plans to employees, consultants and directors of the Company's subsidiaries:

	2025		2024	
	Number of options	Weighted average exercise prices ($)	Number of options	Weighted average exercise prices ($)
Outstanding at beginning of year	1,718,194	2.06	2,531,134	1.63
Granted	31,500	1.00	151,013	1.42
Exercised	(263,472)	0.22	(5,000)	0.19
Forfeited	(1,149,171)	2.69	(958,953)	0.82
Outstanding at end of year	337,051	1.29	1,718,194	2.06
Exercisable at end of year	205,810	1.26	1,017,367	2.06

U.S. dollars in thousands (except share and per share data)

NOTE 18: - SHARE- BASED COMPENSATION (Cont.)

f. The fair value of Company's subsidiaries' share options granted to employees, directors and consultants for the years ended December 31, 2025 and 2024 was estimated using the binomial model with the following assumptions:

	2025	2024
Dividend yield (%)	-	-
Expected volatility of the share prices (%)	76-81	68-83
Risk-free interest rate (%)	4.03-4.29	3.83-4.79
Suboptimal factor	2.0	1.8-2.0
Post-vesting forfeiture rate (%)	8-10	5-10

NOTE 19: - STATEMENTS OF PROFIT OR LOSS – ADDITIONAL INFORMATION

a. Cost of revenues:

	Year ended December 31,		
	2025	2024 (*)	2023 (*)
Salaries and benefits	$ 480	$ 651	$ 359
Inventory impairment	2,180	-	-
Materials and sub-contractors	1,434	1,729	1,131
	$ 4,094	$ 2,380	$ 1,490

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

b. Research and development, net:

	Year ended December 31,		
	2025	2024 (*)	2023 (*)
Salaries and benefits	$ 4,616	$ 6,907	$ 7,930
Share-based compensation	161	370	660
Materials and sub-contractors	1,475	2,863	5,087
Plant growth and greenhouse maintenance	299	456	744
Office maintenance	363	651	639
Depreciation and amortization	1,079	1,184	1,249
Gain from derecognition of property, plant and equipment	-	-	(26)
Amounts recorded with respect to government grants (**)	-	48	(125)
Other	1	32	38
	$ 7,994	$ 12,511	$ 16,196

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

(**) Excludes EU Horizon participation amounts of approximately $557, $561 and $265 for the years 2025, 2024 and 2023, respectively, that were deducted mainly from salaries and benefits costs and materials and sub-contractors costs as mentioned above.

U.S. dollars in thousands (except share and per share data)

NOTE 19: - STATEMENTS OF PROFIT OR LOSS – ADDITIONAL INFORMATION (Cont.)

c. Sales and marketing:

	Year ended December 31,		
	2025	2024 (*)	2023 (*)
Salaries and benefits	$ 739	$ 1,220	$ 1,352
Share-based compensation	105	265	169
Subcontractors and professional fees	447	253	459
Travel	82	196	111
Legal	-	21	10
Other	103	28	51
	$ 1,476	$ 1,983	$ 2,152

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

d. General and administrative:

	Year ended December 31,		
	2025	2024 (*)	2023 (*)
Salaries and benefits	$ 2,428	$ 2,823	$ 2,793
Share-based compensation	367	533	277
Professional fees	1,331	3,324	1,954
Other	160	313	351
	$ 4,286	$ 6,993	$ 5,375

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

e. Other expenses (income):

1. Other expenses, net, of approximately $37 thousand were recorded in 2025 mainly due to the impairment of fixed assets associated with the reduction in Biomica Ltd.'s activities, partially offset by income recognized in the first quarter of 2025 related to the accounting treatment of Company's sub-lease agreement.

2. The decision to cease Canonic Ltd.'s operations in the first half of 2024 resulted in other expenses of approximately $514, mainly due to impairment of fixed assets in the first quarter of 2024.

U.S. dollars in thousands (except share and per share data)

NOTE 19: - STATEMENTS OF PROFIT OR LOSS – ADDITIONAL INFORMATION (Cont.)

f. Financing income and expenses:

Financing income:

	Year ended December 31,		
	2025	2024 (*)	2023 (*)
Exchange differences	$ -	$ 2	$ 164
Interest income	356	815	978
Financial income in respect of government grants	-	47	26
Revaluation of Convertible SAFE	371	-	-
Change in the fair value of marketable Securities	-	-	45
Remeasurement of warrants and pre-funded warrants	1,781	6,529	-
	$ 2,508	$ 7,393	$ 1,213

Financing expenses:

	Year ended December 31,		
	2025	2024 (*)	2023 (*)
Bank expenses and commissions	$ 32	$ 57	$ 48
Exchange differences	292	80	385
Excess of initial fair value of pre-funded warrants over transaction proceeds	-	2,684	-
Amortization of deferred expenses related to issuance of warrants	1,323	471	-
Lease liability interest	157	63	114
Revaluation of Convertible SAFE	-	3	254
Financial expenses in respect of government grants	129	-	127
	$ 1,933	$ 3,358	$ 928

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

U.S. dollars in thousands (except share and per share data)

NOTE 20: - LOSS PER SHARE

Details of the number of shares and income (loss) used in the computation of loss per share:

	Year ended December 31, 2025			
	Weighted number of shares	Loss from continuing operations, attributable to equity holders of the Company	Income from discontinued operations, attributable to equity holders of the Company - Basic	Income from discontinued operations, attributable to equity holders of the Company - Diluted
Number of shares and income (loss)	7,874,039	(13,357)	4,877	4,860

Since the income from discontinued operations attributable to equity holders of the Company under the basic calculation does not differ materially from that under the diluted calculation, there was no material impact on earnings per share, and both basic and diluted earnings per share from discontinued operations amounted to approximately $0.62 per share.

	Year ended December 31, 2024		
	Weighted number of shares	Loss from continuing operations, attributable to equity holders of the Company	Loss from discontinued operations, attributable to equity holders of the Company
Number of shares and loss	5,697,245	(14,049)	(2,436)

	Year ended December 31, 2023		
	Weighted number of shares *)	Loss from continuing operations, attributable to equity holders of the Company	Loss from discontinued operations, attributable to equity holders of the Company
Number of shares and loss	4,589,386	(20,946)	(2,933)

*) To compute diluted loss per share, potential ordinary shares have not been taken into account due to their anti-dilutive effect. See Notes 18(d) and Note 18(e) for number of outstanding options and RSUs. In addition, weighed number of shares for 2023 have been retroactively adjusted to reflect the reverse stock split. See Note 17(c).

NOTE 21: - OPERATING SEGMENTS

a. General:

The Company operates in three segments, Agriculture, Industry and Human. The Agriculture segment mainly consists of the legacy activity of parent company, Evogene and Evogene's subsidiary - AgPlenus Ltd. The Human segment consists of Evogene's subsidiaries, Biomica Ltd. and Canonic Ltd. which ceased its operations in 2024. The Industry segment consists of Evogene's subsidiary Casterra Ag Ltd.

U.S. dollars in thousands (except share and per share data)

NOTE 21: - OPERATING SEGMENTS (Cont.)

The segments were determined on the basis of information considered by the Chief Operating Decision-Maker ("CODM") for purposes of decision-making on the allocation of resources and evaluation of performance. The following Company's segments are engaged in business activities for which they earn revenues and incur expenses, their results are reviewed by the CODM and discrete financial information is available:

Agriculture segment	-	Develops seed traits and ag-chemical products products to improve plant performance.
Industrial applications segment	-	Develops improved castor bean seeds to serve as a feedstock source for other industrial uses.
Human health segment	-	Discovers and develops human microbiome-based therapeutics and cannabis activity.
Unallocated	-	Other corporate expenses and general development of enabling technologies discovery and optimization.

Each segment's performance is determined based on operating loss reported in the financial statements. The results of a segment reported to the CODM include items attributed directly to a segment, as well as other items, which are indirectly attributed using reasonable assumptions and exclude share-based compensation charges as they are not considered in the internal operating plans and measurement of the segment's financial performance.

b. The following table presents our revenues and operating loss for continuing operations by segments:

	Agriculture (*)	Industrial application	Human health	Unallocated (*)	Total
For the Year Ended December 31, 2025					
Revenues	$ 1,374	$ 2,168	$ -	$ 311	$ 3,853
Cost of revenues	$ (428)	$ (3,553)	$ -	$ (113)	$ (4,094)
Depreciation expenses	$ (124)	$ (94)	$ (101)	$ (203)	$ (522)
Operating loss	$ (4,097)	$ (3,540)	$ (2,653)	$ (3,744)	$ (14,034)
Net financing income					$ 575
Loss before taxes on income					$ (13,498)

U.S. dollars in thousands (except share and per share data)

NOTE 21: - OPERATING SEGMENTS (Cont.)

	Agriculture (*)	Industrial application	Human health	Unallocated (*)	Total
For the Year Ended December 31, 2024					
Revenues	$ 2,955	$ 2,219	$ 80	$ 323	$ 5,577
Cost of revenues	$ (952)	$ (1,290)	$ (98)	$ (40)	$ (2,380)
Depreciation expenses	$ (201)	$ (32)	$ (141)	$ (205)	$ (579)
Operating loss	$ (6,120)	$ (2,411)	$ (7,240)	$ (3,033)	$ (18,804)
Net financing income					$ 4,035
Loss before taxes on income					$ (14,808)

	Agriculture (*)	Industrial application	Human health	Unallocated (*)	Total
For the Year Ended December 31, 2023					
Revenues	$ 1,133	$ 1,075	$ 487	$ 287	$ 2,982
Cost of revenues	$ (370)	$ (460)	$ (620)	$ (40)	$ (1,490)
Depreciation expenses	$ (147)	$ (31)	$ (213)	$ (267)	$ (658)
Operating loss	$ (7,074)	$ (39)	$ (10,349)	$ (4,769)	$ (22,231)
Net financing expenses					$ 285
Loss before taxes on income					$ (21,946)

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations. See Note 23.

c. Major customers:

Revenues from major customers, each of whom amounts to 10% or more of total revenues. The revenues from major customers detailed below were recorded in the Agriculture and Industrial application segment:

	Year ended December 31,		
	2025	2024(*)	2023(*)
Customer A (subsidiary shareholder)	350	886	975
Customer B	880	1,770	-
Customer C	2,032	1,716	956

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

U.S. dollars in thousands (except share and per share data)

NOTE 21: - OPERATING SEGMENTS (Cont.)

d. Geographical information:

Revenues based on the location of the customers, are as follows:

	2025	2024 (*)	2023 (*)
United States	9%	17%	33%
Israel	12%	11%	31%
Europe	26%	41%	1%
Africa	53%	31%	35%
	100%	100%	100%

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

The carrying amounts of non-current assets (right-of-use-assets, property, plant and equipment property and intangible assets) in the Company's country of domicile (Israel) and in the United States based on the location of the assets, are as follows:

	December 31,		
	2025	2024	2023
United States	0%	74%	80%
Israel	100%	26%	20%
	100%	100%	100%

NOTE 22: - BALANCES AND TRANSACTIONS WITH OFFICERS AND CERTAIN SHAREHOLDERS

a. As reported by the shareholders, and based on publicly available information, as of December 31, 2025, Corteva (through its subsidiary Pioneer Hi-Bred International, Inc.) holds 26.57% of the Company's subsidiary shares)Lavie Bio Ltd.'s(. In addition, Corteva was a major customer (see Note 21c, customer A).

b. Balances:

Balance at December 31, 2025:

	Officers	Certain shareholders
Receivables	$ -	$ -
Other payables	$ 215	$ -

U.S. dollars in thousands (except share and per share data)

NOTE 22: - BALANCES AND TRANSACTIONS WITH OFFICERS AND CERTAIN SHAREHOLDERS (Cont.)

Balance at December 31, 2024:

	Officers	Certain shareholders
Receivables	$ -	$ 167
Other payables	$ 322	$ -

c. Benefits to directors:

	Year ended December 31,		
	2025	2024	2023
Compensation to directors not employed by the Company or on its behalf	$ 201	$ 260	$ 246
Share-based compensation to directors not employed by the Company or on its behalf	11	38	64
	$ 212	$ 298	$ 310
Number of directors that received the above compensation by the Company	6	6	6

d. Salary and Benefits to Officers:

	Year ended December 31,		
	2025	2024 (*)	2023 (*)
Salary and related benefits	$ 1,776	$ 2,224	$ 2,227
Share-based compensation	436	675	400
	$ 2,212	$ 2,899	$ 2,627
Number of people that received salary and benefits	8	12	8

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

U.S. dollars in thousands (except share and per share data)

NOTE 22: - BALANCES AND TRANSACTIONS WITH OFFICERS AND CERTAIN SHAREHOLDERS (Cont.)

e. Transactions with related parties:

For the year ended December 31, 2024:

	Officers	Certain shareholders
Revenues (see Note 5)	$ -	$ 350
Research and development expenses	501	-
Sales and marketing expenses	567	-
General and administrative expenses	$ 1,144	$ -

For the year ended December 31, 2024 (*):

	Officers	Certain shareholders
Revenues (see Note 5)	$ -	$ 1,770
Research and development expenses	698	-
Sales and marketing expenses	932	-
General and administrative expenses	$ 1,269	$ -

For the year ended December 31, 2023 (*):

	Officers	Certain shareholders
Revenues (see Note 5)	$ -	$ 975
Research and development expenses	756	-
Sales and marketing expenses	844	-
General and administrative expenses	$ 1,027	$ -

(*) Reclassified to conform to the current period presentation, following the classification of certain operations as discontinued operations.

NOTE 23:- DISCONTINUED OPERATIONS

a. On April 17, 2025, the Company's board of directors approved the execution of an Asset Purchase Agreement between the Company, Lavie Bio Ltd., Taxon Biosciences Inc., and Dead Sea Works Ltd. (“purchase agreement”). As part of the purchase agreement, it was also decided to sell the MicroBoost AI for Agriculture operations. On July 8, 2025, the Company announced the closing of the transaction, for cash consideration of approximately $ 18,714. (See Note 1d). The Company recognized revenue from the transaction of approximately $6,413.

U.S. dollars in thousands (except share and per share data)

NOTE 23:- DISCONTINUED OPERATIONS (Cont.)

The following data represents the operating results attributed to the discontinued operations:

	December 31,		
	2025	2024	2023
Revenues	$ 151	$ 2,934	$ 2,658
Cost of sales	128	302	202
Gross profit	23	2,632	2,456
Other income	6,413	-	-
Research and development, Selling, general and administrative expenses, net	852	6,014	6,582
Operating income (loss)	5,584	(3,382)	(4,126)
Finance income (expenses), net	99	145	236
Income (loss) before taxes on income	5,683	(3,237)	(3,890)
Taxes on income	11	-	99
Income (loss) after taxes on income	5,672	(3,237)	(3,989)
Income (loss) from discontinued operations, net	5,672	(3,237)	(3,989)
Attributable to:			
Equity holders of the Company	4,877	(2,436)	(2,933)
Non-controlling interests	795	(801)	(1,056)
	5,672	(3,237)	(3,989)

NOTE 24: - SUBSEQUENT EVENTS

1. On February 4, 2026, Biomica, entered into an exclusive worldwide licensing agreement with Shanghai Lishan Biopharmaceuticals Co., Ltd., or Lishan Biotech, for BMC128 (designated as LS-LBP-002 by Lishan Biotech), a microbiome-based therapeutic designed to enhance anti-tumor immune activity. This agreement grants Lishan Biotech exclusive rights (subject to reaching certain commercial milestones) to further develop, manufacture and commercialize the BMC128, which was developed by Biomica. Pursuant to the terms of the licensing agreement, Biomica is eligible to receive development milestones payments upon progress of Lishan Biotech's clinical trials and receipt of regulatory approvals, sales milestones payments, and royalties from Lishan Biotech's sales of future products, subject to certain conditions set forth therein.

2. On February 10, 2026, Evogene entered into an inducement offer letter agreement (the "Inducement Letter") with an existing institutional investor of the Company (the "Holder") of 3,384,616 of the Company's existing warrants (the "Existing Warrants") to purchase 3,384,616 of the Company's ordinary shares, par value NIS 0.2 per share ("ordinary shares"). The Existing Warrants are comprised of (i) 1,692,308 Series A Ordinary Share Purchase Warrants to purchase up to 1,692,308 ordinary shares, which had a five-year exercise term and an exercise price of $3.55 per share (the "Series A Warrants"), and (ii) 1,692,308 Series B Ordinary Share Purchase Warrants to purchase up to 1,692,308 ordinary shares, which had an 18-month exercise term and an exercise price of $3.55 per share (the "Series B Warrants"), all of which were issued in a private placement completed on August 26, 2024. Pursuant to the Inducement Letter, the Holder agreed to exercise for cash the Existing Warrants to purchase all 3,384,616 underlying ordinary shares at a reduced exercise price of $1.00 per share, in consideration of the Company's agreement to issue to the Holder 5,076,924 new ordinary share purchase warrants (the "New Warrants") to purchase up to an aggregate of 5,076,924 ordinary shares (the "New Warrant Shares"), which New Warrants will have the terms described below. The Company received aggregate gross proceeds of approximately $3,385 from the exercise of the Existing Warrants by the Holder, before deducting placement agent fees and other offering expenses payable by the Company.

3. On February 2026, Finally Foods entered into an amendment to Series Pre-Seed A1 Preferred Share Purchase Agreement with certain investors for an aggregate investment of $570 in consideration for the issuance of 148,199 Preferred Pre-Seed A-1 Shares. As a result, the Company's holding in Finally Foods was decreased to approximately 32%.

4. On November 27, 2025 the board of directors of Lavie Bio Ltd. approved the distribution of a dividend in the aggregate amount of $4,250. The distribution is subject to court approval. Following receipt of such approval, during March 2026, Evogene received an amount of approximately $2,928 out of such dividend.

5. On February 25, 2026 the board of directors of Biomica Ltd. approved the distribution of a dividend in the aggregate amount of up to $2,700. The distribution is subject to court approval. A motion in this respect has been filed with the Israeli court.

Exhibit 2.1

Description of Ordinary Shares of Evogene Ltd.

The authorized share capital of Evogene Ltd. (hereinafter, "we", "us", "our" or similar expressions) consists of NIS 6,000,000 divided into 30,000,000 ordinary shares, par value NIS 0.2 per share, or ordinary shares. As of March 15, 2026, 9,893,764 ordinary shares were issued and outstanding.

Registration Number and Purposes of the Company

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

Voting Rights

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

Share Ownership Restrictions

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

Transfer of Shares

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

Election of Directors

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

Dividend and Liquidation Rights

Under Israeli law, we may declare and pay a dividend only if, upon the reasonable determination of our board of directors, the distribution will not prevent us from being able to meet the terms of our existing and contingent obligations as they become due. Under the Israeli Companies Law, 5759-1999, or the Companies Law, the distribution amount is further limited to the greater of retained earnings or earnings generated over the two most recent years according to our then last reviewed or audited financial statements, provided that the date of the financial statements is not more than six months prior to the date of distribution. In the event that we do not have retained earnings and earnings legally available for distribution, as defined in the Companies Law, we may seek the approval of the court in order to distribute a dividend. The court may approve our request if it is convinced that there is no reasonable concern that the payment of a dividend will prevent us from satisfying our existing and foreseeable obligations as they become due. As a company listed on an exchange outside of Israel, however, court approval is not required if the proposed distribution is in the form of an equity repurchase, provided that we notify our creditors of the proposed equity repurchase and allow such creditors an opportunity to initiate a court proceeding to review the repurchase. If within 30 days such creditors do not file an objection, then we may proceed with the repurchase without obtaining court approval. In each case, we are only permitted to distribute a dividend if our board of directors and the court, if applicable, determines that there is no reasonable concern that payment of the dividend will prevent us from satisfying our existing and foreseeable obligations as they become due.

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

Shareholder Meetings

Under the Companies Law, we are required to convene an annual general meeting of our shareholders once every calendar year, not more than 15 months following the preceding annual general meeting. Our board of directors may convene a special general meeting of our shareholders and is required to do so at the request of: (i) two directors or one quarter of the members of our board of directors, or at the request of one or more holders of 10% or more of our share capital and 1% of our voting power, or (ii) as a company listed on an exchange in the U.S., the holder or holders of 10% or more of our voting power. Under the Companies Law, one or more shareholders holding at least 1% of the voting rights at the general meeting may request that the board of directors include a matter in the agenda of a general meeting to be convened in the future, provided that it is appropriate to discuss such a matter at the general meeting. Notwithstanding the foregoing, as a company listed on an exchange outside of Israel, a matter relating to the appointment or removal of a director may only be requested by one or more shareholders holding at least 5% of the voting rights at the general meeting of the shareholders. All shareholder meetings require prior notice of at least 21 days and, in certain cases, 35 days. The chairperson of our board of directors or another one of our directors authorized by our board of directors presides over our general meetings. If either of such persons is not present within 15 minutes from the appointed time for the commencement of the meeting, the directors present at such meeting shall appoint one of our directors as the chairperson for such meeting, and if they fail to do so, then the shareholders present shall appoint one of our directors to act as chairperson, and if no director is present, then one of the shareholders present at such meeting shall act as chairperson. Subject to the provisions of the Companies Law and the regulations promulgated thereunder, only shareholders of record on a date decided upon by the board of directors, which may be between four and 60 days prior to the date of the meeting (depending on the type of meeting and whether written proxies are being used) are entitled to participate and vote at a general meeting of shareholders.

Quorum

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

Resolutions

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

Access to Corporate Records

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

Modification of Class Rights

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

Acquisitions under Israeli Law

Full Tender Offer

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

Special Tender Offer

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

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

Merger

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

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

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

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

Antitakeover Measures under Israeli Law

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

Exhibit 4.4

Execution Copy

ASSET PURCHASE AGREEMENT

among

EVOGENE LTD.
LAVIE BIO LTD.
TAXON BIOSCIENCES, INC.

as the Sellers,

and

DEAD SEA WORKS LTD.,

as the Buyer

Dated as of April 17, 2025

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of April 14, 2025 (this "Agreement" and such date, the "Agreement Date"), among (i) Evogene Ltd., an Israeli company ("Evogene"), (ii) Lavie Bio Ltd., an Israeli company ("Lavie"), (iii) Taxon Biosciences, Inc., a Delaware corporation ("Taxon", and together with Evogene and Lavie, the "Sellers") and (iv) Dead Sea Works Ltd., an Israeli Company ("Buyer").

RECITALS

WHEREAS, Evogene is a leading computational biology company focused on revolutionizing product discovery and development in multiple life sciences-based industries, including human health and agriculture, through the use of proprietary computational tools and platforms, including its proprietary MicroBoost AI for AG (as hereinafter defined); and

WHEREAS, Lavie, a subsidiary of Evogene, is a leading ag-biologicals company that develops microbiome-based, computational-driven, bio-stimulant and bio-pesticide products, utilizing Evogene's MicroBoost AI for AG; and

WHEREAS, Taxon, a wholly-owned indirect subsidiary of Lavie, is the owner of certain microbiome database and materials that support the Business, as set forth in ***Schedule 1.1(a)*** of the Disclosure Schedules (the "Taxon Database"); and

WHEREAS, each of the Sellers wish to sell to the Buyer, and the Buyer wishes to purchase from the applicable Seller, the Transferred Assets (as hereinafter defined) as set forth in ***Schedule 1.1(b)***, respectively, and in connection therewith the Buyer is willing to assume solely the Assumed Liabilities as set forth in ***Schedule 1.1(c)*** of the Disclosure Schedules and to the extent applicable as expressly identified in the amounts set forth therein, in each case upon the terms and subject to the conditions set forth herein; and

WHEREAS, concurrently with the execution and delivery of this Agreement, and as a condition and material inducement to the willingness of the Buyer to enter into this Agreement, each of the Persons listed on ***Schedule 1.1 (d)(1)*** of the Disclosure Schedules (which list also includes certain employees of Evogene, [***] has executed and delivered to the Buyer an employment agreement with Buyer [***] and

WHEREAS, as promptly as practicable following the execution and delivery of this Agreement, and as a condition and material inducement to the willingness of the Buyer to enter into this Agreement, the Buyer (or an affiliate thereof) shall deliver to each of the Persons listed on ***Section 1.1 (e)*** of the Disclosure Schedules [***] an employment agreement with Buyer [***]

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Certain Defined Terms. For purposes of this Agreement:

"Action" means any private or governmental claim, counterclaim, action, inquiry, charge, complaint, suit, hearing, arbitration, mediation, litigation, audit, investigation or proceeding, in each case whether civil, criminal, administrative, judicial or investigative, or any appeal therefrom.

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person.

"Ancillary Agreements" means the Assumption Agreement, the Bill of Sale, the Patents Assignment Notice, the Trademarks Assignment Notice, the Transition Services Agreement and all other documents and certificates required to be executed pursuant to this Agreement or to effect the Transactions.

"Assumed Liabilities" means only those Liabilities specifically and expressly identified, with the aggregate amounts, to the extent known as of the date hereof, also specifically and expressly identified, on ***Schedule 1.1(c)*** of the Disclosure Schedules with respect to Sellers, but only to the extent such Liabilities arise out of Buyer's operation of the Business or use or operation of the Transferred Assets after the Closing Date. In addition, Assumed Liabilities shall also include the following: (i) all Liabilities under any of the Assumed Contracts from and after the Closing Date in accordance with their terms (as may be amended following the Closing by Buyer at its sole and absolute discretion) that are not otherwise the responsibility or liability of the Seller(s) under this Agreement due to Seller's explicit representations, warranties or covenants hereunder, (ii) for Taxes with respect to the Transferred Assets for any Tax period following the Closing Date; (iii) all Liabilities with respect to any Employee who becomes a Hired Employee arising solely with respect to and in connection with any period (or portion thereof) occurring after such Employee becomes a Hired Employee, i.e. after Closing (and solely with respect to such period).

"Assumption Agreement" means the assignment and assumption agreement to be entered into by and among the applicable Seller(s) and the Buyer, substantially in the form attached hereto as **Exhibit A**, evidencing the assignment by the applicable Seller(s) of the Assumed Liabilities to the Buyer or its Affiliates, provided that in no event shall any agreement expand the Assumed Liabilities beyond the definition above and the limitations in this Agreement.

"Bill of Sale" means the bill of sale, to be entered into by and among the each of the Sellers and the Buyer, substantially in the form attached hereto as **Exhibit B**, for all Transferred Assets.

"Business" means Lavie's microbe-based crop-protection (to the extent that Buyer exercises its right under Section 6.16 hereof) and crop-nutrition business, including the research, development and commercialization of bio-stimulants products therefor and the use of Evogene's MicroBoost AI Engine for AG in furtherance of such business, as currently conducted and as currently proposed to be conducted within the 12 months following the Agreement Date (as reflected in presentations made available by the Sellers to the Buyer), including all use of, and business conducted using, Evogene's MicroBoost AI Engine.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in Israel or New York, New York.

"Business Employees" means (i) all individuals employed or engaged by Lavie immediately prior to the Closing; (ii) all individuals employed or engaged by Evogene immediately prior to the Closing that are directly engaged in the research, development and maintenance of the MicroBoost AI for AG, or that otherwise engage or support the Business.

"Business Material Adverse Effect" means any event, change, occurrence or effect that would reasonably be expected to have a material adverse effect on the business, financial condition, Intellectual Property or results of operations of the Business, and/or the MicroBoost AI for AG and/or the Taxon Database and/or the other Transferred Assets, taken as a whole; *provided*, *however*, that none of the following, either alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been, a Business Material Adverse Effect: (i) changes in general economic, business, financial, political, capital market or regulatory conditions, whether globally, in any country or region, or in any industry in which the Business operates; (ii) changes in any applicable Laws (including adoption of or changes in any Public Health Measures) or changes in applicable accounting regulations or principles (including IFRS) or in interpretations of any of the foregoing; (iii) political, geopolitical, social or regulatory conditions, including any outbreak, continuation or escalation of any military conflict, declared or undeclared war, armed hostilities, civil unrest, public demonstrations or acts of foreign or domestic terrorism or sabotage (including hacking, ransomware or any other electronic attack), or any escalation or worsening of any such conditions; (iv) natural disasters, weather conditions, epidemics, pandemics or disease outbreaks (including COVID-19 or any mutation or variation thereof) or calamities (including hurricanes, floods, tornados, tsunamis, earthquakes and wild fires); (v) changes in the industries in which the Business operates or in which products or services of the Business are used or distributed; (vi) the announcement, pendency or consummation of the transactions contemplated by this Agreement, including the impact thereof on relationships with customers, suppliers, distributors, partners or employees; (vii) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures may be considered in determining whether there is a Business Material Adverse Effect); (viii) any action taken or omitted to be taken by any Seller at the written request of, or with the written consent of, the Buyer; (ix) any action required to be taken by this Agreement or any Ancillary Agreement; (x) any change in the credit rating, credit status or stock price of any Seller (provided that the underlying causes of such change may be considered in determining whether there is a Business Material Adverse Effect); or (xi) seasonal fluctuations in the Business consistent with historical patterns; provided, further, that with respect to clauses (i), (ii), (iii), (iv), (v) and (xi), such event, change, occurrence or effect may be taken into account to the extent (and only to the extent) that such event, change, occurrence or effect has a materially disproportionate adverse impact on the Business, taken as a whole, as compared to other participants of similar size and scope operating in the industries and markets in which the Business operates, and in such event, only the incremental materially disproportionate adverse impact shall be taken into account when determining whether there has been a "Business Material Adverse Effect".

"Buyer Material Adverse Effect" means any event, change, occurrence or effect that would prevent, materially delay or impede the performance by the Buyer of its obligations under this Agreement or the Ancillary Agreements to which it will be a party or the consummation of the Transactions.

"Closing Payment Amount" means the Purchase Price minus the Holdback Consideration minus the SAFE Payoff Amount.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means any written or oral legally binding contract, agreement (including collective arrangement or agreement), program, policy, practice, employment agreement, offer letter, notice of employment terms, plans, arrangement, custom, procedure,, instrument, commitment or undertaking of any nature (including leases, subleases, licenses, mortgages, notes, guarantees, sublicenses, subcontracts, letters of intent and purchase orders), including all amendments, supplements, exhibits and schedules thereto.

"control," including the terms "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, as general partner or managing member, by contract or otherwise.

"[***] Option Agreement" means that certain Option Agreement, dated on or about the date hereof, in substantially the form attached hereto as **Exhibit C**.

"Court Order" shall mean any judgment, decision, decree, injunction, ruling or order of any Governmental Authority that is binding on any Person or its property under any applicable Law.

"Encumbrance" means with respect to any asset, any charge, claim, equitable interest, mortgage, lien (statutory or otherwise), option, pledge, conditional sale or other security arrangement, security interest or other restriction of any kind, including any restriction on (i) the transfer of any asset, (ii) the receipt of any income derived from any asset, (iii) the receipt of any income derived from any asset, (iv) the use of any asset, (iv) the possession, exercise or transfer of any other attribute of ownership of any asset; and (v) any payment restriction or royalty obligation imposed by the IIA under the Israeli R&D Law.

"Excluded Assets" means all assets of the Sellers that are not Transferred Assets, including: [***].

"Excluded Intellectual Property" means: [***].

"Excluded Liabilities" means, among others, all Liabilities of any of the Sellers that are not Assumed Liabilities, including (i) any Liability to the extent arising out of or related to the Excluded Assets, (ii) any Liability arising out of or relating to any tort, breach, default or violation by any Seller on or prior to the Closing, (iii) all Liabilities under the Assumed Contracts, in each case to the extent such Liabilities arise on or prior to the Closing, (iv) any Taxes of any of the Sellers, any Transfer Taxes, and any Taxes imposed on or with respect to the Transferred Assets or the Assumed Liabilities for a taxable period (or portion thereof) ending on or before the Closing Date (including, for the avoidance of doubt, Taxes that will arise as a result of the sale of the Transferred Assets and assumption of the Assumed Liabilities pursuant to this Agreement or otherwise on account of this Agreement or the Transactions), (v) any and all Liabilities arising prior to the Closing, (vi) any and all Liabilities and specific dollar amounts not specifically and expressly assumed by Buyer pursuant to this Agreement, (vii) any Liability of any Sellers in connection with the employment or other engagement of any current or former employee or other service provider of any Seller, including any Hired Employee, on or prior to the Closing and also after the Closing provided that such Liability refers to the period prior to the Closing, including any Liability of any Seller constituting workers' compensation claims of such personnel with respect to occurrences on or prior to the Closing, and any Liability of any Seller in connection with the termination of employment or engagement of any current or former employee or other service provider of any Seller prior to or on the Closing, and (viii) any and all Liabilities related to any Seller's employment or engagement of employees and service providers or termination of employees or service providers and/or under or related to any Employee Plan, severance agreement, or change of control agreement, whether in respect of any current or former employee or service provider of any Seller, including any Hired Employees, or their covered dependents, or any other current or former employees or service providers of any Seller, for benefits, claims or entitlements under any Employee Plans.

"Fraud" means, with respect to any Person, a fraudulent representation or omission or an intentional misrepresentation or omission by such Person who has actual knowledge.

"Fundamental Representations" means those representations and warranties contained in Article III and Sections 4.3 (Compliance with Law; Permits), 4.4 (Litigation and Disputes), 4.11 (Taxes), 4.12 (Environmental Matters) and 4.14 (Title to Transferred Assets; Sufficiency of Transferred Assets).

"Grant Back License" means the license agreement in the form mutually agreed by the Parties, to be signed by the Parties prior to the Closing.

"Governmental Authority" means (i) any supranational, federal, national, state, municipal, local or foreign government, (ii) any court, tribunal, arbitrator, mediator, administrative agency, commission or other Government Official, authority or instrumentality, including a Tax Authority, in each case whether domestic or foreign, and (iii) any stock exchange or similar self-regulatory organization or any quasi-governmental or private body exercising any executive, legislative, judicial, regulatory or other functions of, or pertaining to, government authority (including any governmental or political division, department, agency, commission, instrumentality, official, organization, unit, body or entity, the IIA and any court or other tribunal), in each case whether based in the United States, Israel or any other jurisdiction.

"Governmental Grant" means any grant, incentive, subsidy, award, loan, participation, cost, sharing arrangement, reimbursement arrangement or other benefit, relief or privilege provided or made available by or on behalf of or under the authority of the IIA or affiliated authorities or programs (including the Incubator Administration, Tnufa, Nofar, Magnet and Magneton), Authority for Investments and the Development of the Industry and Economy (formerly known as the Investment Center), the Israeli Tax Authority (solely with respect to "preferred" or "approved" enterprise status or similar programs), the State of Israel, and any other bi- or multi-national grant program, framework or foundation (including the BIRD foundation) for research and development, the European Union, the Fund for Encouragement of Marketing Activities of the Israeli Government or any other Governmental Authority.

"Government Official" means (i) any official, employee, agent or representative of, or any other Person acting in an official capacity for or on behalf of, any Governmental Authority, (ii) any political party, political party official, (iii) any official, employee, agent or representative of, or any other Person acting in an official capacity for or on behalf of, a company, business, enterprise or other entity controlled by any Governmental Authority or (iv) any official, employee, agent or representative of, or any other Person acting in an official capacity for or on behalf of, a public international organization.

"Holdback Consideration" means an aggregate amount equal [***] out of the Purchase Price otherwise payable by the Buyer to the Sellers to be retained (not paid at Closing) by the Buyer and held back from, the portion of the Purchase Price payable to each Seller in accordance with the allocation set forth opposite each Seller's name in **Exhibit F** hereto, as a holdback upon the terms and conditions set forth herein to secure the indemnification obligations of the Sellers.

"Holdback Release Date(s)" means the date that is (i) [***] of the Closing Date with respect to the [***] of the Holdback Consideration, and (ii) the [***]of the Closing Date with respect [***] of the Holdback Consideration, in each case - subject to the conditions herein.

"IFRS" means International Financial Reporting Standards as in effect on the date hereof.

"IIA" means the Israel Innovation Authority (previously known as the Office of the Chief Scientist of the Ministry of Economy and Industry of Israel or the OCS).

"IIA Application" means an application by Lavie to the IIA, in the form set forth in **Exhibit G**.

"IIA Transfer Approval" means a written approval, duly executed by the IIA which shall: (i) approve the transfer in any manner by Lavie of the IIA Grant specified in the IIA Application, and all rights excluding the rights to manufacture abroad or to transfer the IIA funded Intellectual Property outside of Israel, to use all of the IIA Funded Intellectual Property related thereto, to the Buyer, on or immediately following the Closing; and (ii) waiver of, or exemption from, obligation of payment of royalties by the Buyer or approval that the IIA Transferred Grant had been fully repaid under the Israeli R&D Law, other than any restriction on or requirement to file any additional application (if any) to (a) manufacture outside of Israel any products arising from, related to, or using such IIA funded Intellectual Property or any part thereof; or (b) transfer such IIA funded Intellectual Property or any part thereof outside of Israel,; and (iii) confirmation that neither Buyer nor any of its Affiliates will be subject to any restriction on using IIA funded Intellectual Property which is arising from or related to the IIA Transferred Grant or any part thereof, other than standard limitations under the Israeli R&D Law; Such approval, once received, will be attached hereto as **Exhibit H**.

"IIA Grants" means those Governmental Grants received by any Seller from the IIA which are detailed in ***Schedule 1.1(f)(1)*** of the Disclosure Schedules, including the IIA Transferred Grant.

"IIA funded Intellectual Property" means and Intellectual Property owned by each of the Sellers and which was developed in whole or in part using any IIA Grants or arising, directly or indirectly from the research and development conducted using IIA Grants.

"IIA Outstanding Debt" means the aggregate outstanding amount owed by Lavie to the IIA under the IIA Transferred Grant as of the Closing (calculated in US$ based on the published NIS:US$ exchange rate of the Bank of Israel last known on the Closing Date), plus interest and linkage (if applicable), as required under the IIA Transferred Grant.

"IIA Transferred Grant" means the Governmental Grant received by Lavie from the IIA which is detailed in ***Section 1.1(f)(2)*** of the Disclosure Schedules.

"Intellectual Property" means any and all forms of industrial and intellectual property, and all rights and ownership associated therewith, throughout the world, including, among others, all patents and applications therefor and all reissues, divisions, renewals, extensions, Provisionals, continuations and continuations-in-part thereof, all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, confidential and proprietary information, knowhow, technology, technical data, proprietary processes and formulae, algorithms, specifications, customer lists and supplier lists, all industrial designs and any registrations and applications therefor, all trade names, logos, trade dress, trademarks and service marks, trademark and service mark registrations, trademark and service mark applications, and any and all goodwill associated with and symbolized by the foregoing items, Internet domain name registrations, web addresses, all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto, all computer programs, source code, object code, whether embodied in software, firmware or otherwise, assemblers, applets, compilers, user interfaces, application programming interfaces, protocols, architectures, documentation, annotations, comments, designs, development tools, files, records and data, all schematics, test methodologies, test vectors, emulation and simulation tools and reports, hardware development tools, models, tooling, prototypes, breadboards and other devices, data, data structures, databases, data compilations and collections, inventions (whether or not patentable), invention disclosures, discoveries, improvements, technology and information, tools, concepts, techniques, methods, processes, formulae, patterns, algorithms and specifications, customer lists and supplier lists and all rights therein, all moral and economic rights of authors and inventors, however denominated, and any similar or equivalent rights to any of the foregoing, and all tangible embodiments of the foregoing or any intellectual property rights in any form and embodied in any media.

"IRS" means the Internal Revenue Service of the United States.

"ITA" means the Israel Tax Authority.

"Knowledge" means, with respect to the Sellers, the actual or constructive (as set forth in the second section of this definition) knowledge of the persons listed in ***Section 1.1(d)(2)*** of the Disclosure Schedules as of the date of this Agreement (or, with respect to a certificate delivered pursuant to this Agreement, as of the date of delivery of such certificate). This includes knowledge that such individuals would reasonably be expected to have obtained in the course of performing their ordinary duties and responsibilities after conducting reasonable inquiry of their direct reports.

"Law" means any national, federal, state, foreign, local, provincial, municipal or other law, statute, law, ordinance, regulation, legislation, rule, code, principle of common law, case law, resolution, directive, guidance, injunction, judgment, decree, license, permit, ruling, order (including extension order), edict or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority and is applicable to and binding upon the relevant Person.

"Liabilities" means any and all debts, indebtedness, Encumbrances, guarantees, liabilities, royalties, commitments and obligations of any kind, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, whenever or however arising (including, whether arising out of any contract or tort based on negligence or strict liability) including those arising under applicable Law or any Action of a Governmental Authority and those arising under any Contract and whether or not the same would be required by IFRS to be reflected in financial statements or disclosed in the notes thereto, and regardless of whether such debt, liability, commitment or obligation is immediately due and payable.

"MicroBoost AI for AG" means Evogene's computational predictive biology platform described in **Exhibit I**, as existing on the date hereof and on the date of transfer to the Buyer in accordance with the terms of this Agreement, for the discovery and development of microbial products for agricultural uses.

"Microbial Fermentation Technology" means Lavie's fermentation technology described in **Exhibit J** hereof as existing on the date hereof and on the date of transfer to the Buyer in accordance with the terms of this Agreement.

"Option Patents" means the patent applications listed in **Exhibit D**.

"Ordinance" means the Israeli Income Tax Ordinance (New Version), 1961, as amended, and all rules and regulations promulgated thereunder, as may be amended from time to time.

"Organizational Documents" means (i) with respect to a corporation, the charter, articles or certificate of incorporation, as applicable, and bylaws thereof (to the extent applicable), (ii) with respect to a limited liability company, the certificate of formation or organization, as applicable, and the operating or limited liability company agreement thereof, (iii) with respect to a partnership, the certificate of formation and the partnership agreement, and (iv) with respect to any other Person the organizational, constituent or governing documents and instruments of such Person.

"Permitted Encumbrance" means (i) mechanics', carriers', workers', repairers' and other similar liens arising or incurred in the ordinary course of business, or pledges, deposits or other liens securing the performance of bids, trade contracts, leases or statutory obligations (including workers' compensation, unemployment insurance or other social security legislation), (ii) zoning, entitlement, conservation restriction and other land use and environmental regulations promulgated by Governmental Authorities, (iii) liens granted to any lender at the Closing in connection with any financing by the Buyer of the Transactions, (iv) any right, interest, lien, title or other Encumbrance of a lessor or sublessor under any lease or other similar Contract or in the property being leased and (v) Encumbrances that will be released prior to or concurrently with the consummation of the Transactions.

"Person" means an individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization or other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

"Public Health Measures" means any quarantine, "shelter-in-place," "stay at home," furlough, workforce reduction, social distancing, shut down, closure, sequester or any other Law, order, directive, guideline or recommendation issued or promulgated by any Governmental Authority, the World Health Organization or any industry group in connection with or in response to any epidemic, pandemic or outbreak of disease, or in connection with or in response to any other public health conditions, in each case, whether such Law, order, directive, guideline or recommendation is in place currently or is issued, promulgated or modified hereafter.

"Purchase Price" means US$[***], minus the IIA Outstanding Debt (to the extent not fully-paid by Lavie on or prior to the Closing).

"Representatives" means, with respect to any Person, the officers, directors, principals, employees, agents, auditors, advisors, bankers and other representatives of such Person.

"Seller Material Adverse Effect" means any event, change, occurrence or effect that would prevent, materially delay or impede the performance by a Seller of its obligations under this Agreement or the Ancillary Agreements to which it will be a party or the consummation of the Transactions.

"Subsidiary" means, with respect to any Person, any other Person of which at least 50% of the outstanding voting securities or other voting equity interests are owned, directly or indirectly, by such first Person.

"Taxes" means (i) any net income, alternative or add-on minimum tax, gross income, estimated, gross receipts, sales, use, ad valorem, value added, transfer, franchise, fringe benefit, share capital, profits, license, registration, withholding, payroll, social security (or equivalent, including Bituach Leumi), national insurance, health (including Bituach Briut), employment, unemployment, disability, excise, severance, stamp, occupation, premium, property (real, tangible or intangible), land betterment, purchase, corporate, capital gains, environmental or windfall profit tax, unclaimed property or escheat, custom duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount (whether disputed or not) imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign) (each, a "Tax Authority"), (ii) any Liability for the payment of any amounts of the type described in clause (i) of this sentence as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group for any Taxable period and (iii) any Liability for the payment of any amounts of the type described in clause (i) or (ii) of this sentence as a result of being a transferee of or successor to any Person or as a result of any express or implied obligation to assume such Taxes or to indemnify any other Person.

"Tax Return" means any return, declaration, report, statement, information statement and other document required to be filed with respect to Taxes.

"Transactions" means the transactions contemplated by this Agreement and the Ancillary Agreements, including the purchase and sale of the Transferred Assets, and the assignment and assumption of the Assumed Liabilities.

"Transition Services Agreement" means the agreement for the provision of certain services by Lavie and Evogene to the Buyer (and/or any Affiliate thereof) in substantially the form attached hereto as **Exhibit K**.

"Transferred Assets" has the definition as discussed in Section 2.1 hereto.

"Unaffiliated Party" means a Person that is not an Affiliate of the Seller.

"VAT" means value added tax under the Israeli Value Added Tax Law – 1975 and all rules and regulations promulgated thereunder, as may be amended from time to time

"Willful Breach" means a breach of any covenant or Contract set forth in this Agreement that results from a deliberate act or intentional failure to act by the breaching party, with actual knowledge that the taking of such act or failure to act would, or would reasonably be expected to, cause or constitute a breach of such covenant or Contract.

ARTICLE II
PURCHASE AND SALE

Section 2.1 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, at the Closing, each Seller shall, and Evogene shall cause Lavie and Taxon to, sell, assign, transfer, convey and deliver all right, title, ownership, and interest in and to its rights, title and interest in the applicable Transferred Assets to the Buyer, and the Buyer shall purchase, acquire, accept and pay for the Transferred Assets and assume and agree to pay, perform and discharge when due the Assumed Liabilities from the Sellers, in accordance with the terms of this Agreement. Prior to Closing, Buyer and the Sellers shall mutually agree on the allocation of the portions of the Purchase Price to be paid by each Buyer entity to each Seller entity for the specific Transferred Assets and the Assumed Liabilities. Notwithstanding any other provision of this Agreement, the Purchase Price payable to the Sellers is exclusive of VAT, but inclusive of any other Tax of any kind or nature whatsoever (including Transfer Taxes). Lavie and Evogene shall provide the Buyer with a valid tax invoice pursuant to the VAT Law duly issued by Lavie and Evogene, as applicable, in form and substance reasonably satisfactory to the Buyer.

"Transferred Assets" shall mean: (a) with respect to Lavie and Taxon, all of Lavie's and Taxon's rights, title, ownership, and interest, including Intellectual Property rights, in and to the assets comprising the Business and/or the Taxon Database, including all assets that are important to, or necessary for, the ongoing successful conduct of the Business and/or the Taxon Database, but specifically excluding the Excluded Intellectual Property; and (b) with respect to Evogene, all rights, title, ownership and interests, including Intellectual Property rights, in and to MicroBoost AI for AG; in each case of (a) and (b), as they exist at the time of the Closing, including, among other assets of the Business that are not Excluded Assets, the following:

(a) the Contracts to which a Seller is a party or by which a Seller is bound that arise out of the operation of the Business and/or MicroBoost AI for AG and/or the Taxon Database, as expressly listed by the Sellers on ***Schedule 2.1(a)*** of the Disclosure Schedules (which identifies the applicable Seller entity which is a party or bound by each such Contract) (the "Assumed Contracts");

(b) all Sellers-Owned Intellectual Property (as defined below) with respect to the Business and/or MicroBoost AI for AG and/or the Taxon Database, including the Sellers-Owned Intellectual Property identified on ***Schedule 2.1(b)*** of the Disclosure Schedules (which identifies the applicable Seller entity that is the Owner of such Sellers-Owned Intellectual Property) (collectively, the "Business Intellectual Property");

(c) a copy of the MicroBoost AI for AG (in Source Code and Object Code to be provided in accordance with the procedure described in **Exhibit I**, and all related documentation and development notes and annotation, as deployed and operated immediately prior to the Closing on the date of Closing;

(d) the Taxon Database and all related documentation;

(e) all Seller-Owned Data or Seller-Licensed Data collected or generated through the operation of or use of the Business and/or the MicroBoost AI for AG and/or the Taxon Database or related to the Business and/or MicroBoost AI for AG and/or the Taxon Database, including the Sellers' Data described on ***Schedule 2.1(c)*** of the Disclosure Schedules (the "Transferred Data");

(f) all accounts receivable, notes receivable and other receivables due to a Seller that arise out of the operation of the Business and/or the MicroBoost AI for AG and/or the Taxon Database or related to the Business and/or the MicroBoost AI for AG and/or the Taxon Database, as set forth in ***Schedule 2.1(d)*** of the Disclosure Schedules (which identifies the applicable Seller entity to which any such all accounts receivable, notes receivable and other receivables are due) (the "Receivables"), together with any unpaid interest or fees accrued thereon or other amounts due with respect thereto. It is hereby clarified that all Receivables for service obligations that were completed by the Sellers prior to the Closing, shall remain with the Sellers, and if received by Buyer shall be transferred by the Buyer to the applicable Seller following the Closing Date;

(g) all accelerated cash collections and cash collected following the Closing with support or service obligations outstanding after the Closing Date (for the purpose hereof the term 'accelerated' shall mean not collected in the ordinary course of business or in accordance with the applicable Seller's policies and standard practice). It is hereby clarified that cash received following the Closing for service obligations that were completed by the Sellers prior to the Closing shall remain with the Sellers, and if received by Buyer be transferred by the Buyer to the applicable Seller following the Closing Date;

(h) all equipment and other tangible personal property owned by a Seller and used or held for use in the Business and/or the Taxon Database, including those as set forth in ***Schedule 2.1(e)*** of the Disclosure Schedules (which identifies the applicable Seller entity owning the applicable Tangible Personal Property) (the "Tangible Personal Property");

(i) all Business Permits listed in ***Schedule 4.3(c)*** of the Disclosure Schedules (which identifies the applicable Seller entity which has received or bound by each such Business Permit);

(j) the Microbial Fermentation Technology and assets;

(k) all Third-Party Consents;

(l) all books of account, general, financial, accounting and personnel records, files, invoices, customers' and suppliers' lists, other distribution lists, billing and receivables records, sales and promotional literature, marketing materials, media kits, mailing lists, market research and any other document or asset utilized in marketing or publicizing the Business, manuals and customer and supplier correspondence, in each case to the extent relating to the Business and/or MicroBoost AI for AG and/or the Taxon Database and that is owned by or in the possession of any of the Sellers (the "Books and Records");

(m) all credits, prepaid expenses and security deposits relating to the Business and/or the MicroBoost AI for AG and/or the Taxon Database (which identifies the applicable Seller entity);

(n) all rights to causes of action, lawsuits, judgments, claims and demands of any nature in favor of any Seller to the extent relating to the Business and/or MicroBoost AI for AG and/or the Taxon Database, including all rights under all guarantees, warranties, indemnities and similar rights in favor of any of the Sellers; and

(o) all goodwill related to the Business and/or the MicroBoost AI for AG and/or the Taxon Database.

Section 2.2 Closing.

(a) The sale and purchase of the Transferred Assets, and the assumption of the Assumed Liabilities, shall take place at a closing (the "Closing") to be effected remotely via the electronic exchange of Closing documents within two (2) Business Day following the satisfaction or, to the extent permitted by applicable Law, waiver of all conditions to the obligations of the parties set forth in Article VIII (other than such conditions as may, by their terms, only be satisfied at the Closing or on the Closing Date), or at such other place or at such other time or on such other date as the Sellers and the Buyer mutually may agree in writing. The day on which the Closing takes place is referred to as the "Closing Date." The effective time of the Closing for Tax, operational and all other matters shall be deemed to be 11:59 p.m. (local time in each jurisdiction in which the Business is conducted) on the Closing Date.

(b) In consideration for the sale, assignment, transfer, conveyance and delivery of the Transferred Assets to, and the assumption of the Assumed Liabilities by the Buyer, at the Closing Date, (a) the Buyer, on account of Lavie, shall deliver, or cause to be delivered, to BKG Finance GmbH (the "SAFE Holder") an amount in cash equal to SAFE Payoff Amount (as defined below), without any tax withholding at source, and (b) the Buyer shall deliver or cause to be delivered to each of the Sellers an amount in cash equal to their applicable portion of the Closing Payment Amount as detailed in **Exhibit L**; for clarity, as discussed below, the Buyer will hold back the Holdback Consideration to be released, if released, subject to the terms herein, by wire transfer of immediately available funds to such bank accounts (as may be designated by the Sellers at least two (2) Business Days prior to the Closing Date), to be allocated amongst the Sellers as set forth in **Exhibit L** hereto.

(c) At or prior to the Closing, each of the Sellers, shall deliver to the Buyer (as applicable):

(i) An executed counterpart of each of the Ancillary Agreements, signed by the applicable Seller;

(ii) Offered Employees Employment Agreements, each validly executed by each of the Offered Employees and each in full force and effect as of the Closing (provided, that this condition shall be deemed satisfied if not more than one Additional Employee fails to execute his or her Additional Employee Employment Agreements or rescinds his or her Additional Employee Employment Agreements prior to the Closing);

(iii) Unanimously adopted resolutions of the Board of Directors of each Seller irrevocably approving and adopting this Agreement, the Ancillary Agreements to which the applicable Seller is or will be a party, and the Transactions, in substantially the forms attached hereto as **Exhibits M1-M3** (the "**Board Consents**"), which shall continue to be in full force and effect as of immediately prior to Closing;

(iv) Unanimously adopted resolutions of the shareholders or stockholders (as the case may be) of each of Lavie and Taxon irrevocably approving and adopting this Agreement, the Ancillary Agreements to which the applicable Seller is or will be a party, and the Transactions, in substantially the forms attached hereto as **Exhibits N1, N2** (the "**Shareholders Consents**"), which shall continue to be in full force and effect as of immediately prior to Closing;

(v) Duly executed legal opinion of Meitar Law Offices, legal counsel to the Company, dated as of the date of the Closing, in substantially the form attached hereto as **Exhibit O;**

(vi) [***].

(vii) A certificate, validly executed by the Chief Executive Officer and Secretary of each Seller certifying as to (i) the terms and effectiveness of the Organizational Documents, and (ii) the applicable Board Consents and the Shareholder Consents (if applicable), and that such consents constitute the valid adoption and all requisite approvals of this Agreement and approval of the Ancillary Agreements to which such Seller is or will be a party and the Transactions under applicable Laws and the Organizational Documents, in substantially the form attached hereto as **Exhibit Q**;

(viii) A certificate, validly executed by the Chief Executive Officer of each Seller, for and on such Seller's behalf, certifying to the effect that, as of the Closing, (i) the conditions set forth in Sections 8.3(a), (b) and (d) (to the extent they refer to representations, warranties, covenants or obligations of a Seller have been satisfied, and (ii) Seller has delivered to Buyer the Transferred Assets in accordance with the terms of this Agreement, in substantially the form attached hereto as **Exhibit R**;

(ix) The Transferred Assets owned by such Seller in a form and manner reasonably specified by the Buyer and with respect to Evogene's MicroBoost AI for AG (the form and manner of transfer shall be made in accordance with and as detailed in **Exhibit I**). Further, in the case of Seller-Owned Intellectual Property, all tangible embodiments of such Sellers-Owned Intellectual Property, including Source Code and Object Code and the Taxon Database, and all documentation needed for the operation thereof, along with a duly executed affidavit of electronic delivery in form and substance reasonably acceptable to the Buyer;

(x) All agreements, instruments, certificates and other documents that are necessary or appropriate to effect the full and unconditional release of all Encumbrances encumbering the Transferred Assets, if any;

(xi) Termination and release letters in the forms reasonably satisfactory to the Buyer and the Seller as approved prior to the execution of this Agreement, each validly executed by each of the Hired Employees, declaring that his/her employment or engagement was terminated and including a release regarding their employment or engagement with the Seller and/or its Subsidiaries, as applicable, effective as of and subject to the Closing;

(xii) The IIA Transfer Approval;

(xiii) an IRS Form W-9, duly executed by Taxon; and

(xiv) A copy of the SAFE Payoff Letter, duly executed by Lavie and the SAFE Holder.

(d) Each of the Sellers agrees that (i) the aggregate amount to be paid to the Sellers on the Closing Date shall be reduced by the Holdback Consideration and (ii) the Holdback Consideration shall be withheld and released by the Buyer according to the terms herein.

Section 2.3 Consents to Certain Assignments

(a) Notwithstanding anything to the contrary in this Agreement or any Ancillary Agreement, this Agreement and the Ancillary Agreements shall not constitute an agreement to transfer or assign any asset, Permit, Claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention under any Contract or Law to which a Seller is a party or by which it is bound, or in any way adversely affect the rights of a Seller or, upon transfer, the Buyer under such asset, Permit, Claim or right. The Sellers shall make apparent in the Disclosure Schedules any such consents or waivers reasonably necessary or required to transfer the Transferred Assets and/or the assumption of the Assumed Liabilities to Buyer and shall use their best efforts to obtain any consents or waivers required to assign to the Buyer any Transferred Asset and/or the Assumed Liabilities that requires the consent of a third party, without any material conditions to such transfer or changes or modifications of terms thereunder without any additional cost to the Buyer.

(b) If any such consent is not obtained prior to the Closing and as a result thereof the Buyer shall be prevented by such third party from receiving the rights and benefits with respect to such Transferred Asset intended to be transferred hereunder, the Sellers shall, after the Closing, continue to use best efforts to obtain, any such consents or waivers as required. Sellers shall cooperate with the Buyer in any lawful and commercially reasonable arrangement, as the parties shall agree, under which the Buyer would, to the extent practicable, obtain the economic claims, rights and benefits under such Transferred Asset and assume the economic burdens and obligations with respect to the Assumed Liabilities related thereto in accordance with this Agreement, including by subcontracting, sublicensing or subleasing to the Buyer. The Sellers shall promptly pay to the Buyer when monies are received by the Sellers under such Transferred Asset or any Claim or right or any benefit arising thereunder.

Section 2.4 Withholding. Each of the parties and any other applicable withholding agent shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement such amounts as it is required to deduct or withhold with respect to the making of such payment under applicable Tax Law unless, with respect to Israeli Taxes, Sellers have provided a Valid Certificate at least three (3) Business Days prior to the relevant date of payment. "Valid Certificate" means a ruling or any other written instructions regarding Tax withholdings, issued by the ITA in customary form and substance satisfactory to Buyer, that is applicable to the payments to be made to Sellers pursuant to this Agreement stating that no withholding, or reduced withholding, of any Israeli Tax is required with respect to such payment or providing any other instructions regarding Tax withholdings. To the extent that such amounts are so deducted or withheld and duly and timely paid over to the applicable Tax Authority, Buyer shall provide Seller with a receipt or other form evidencing that the withheld amount has been transmitted to the appropriate Tax Authority and any other form or information requested by Sellers that is reasonably required for Sellers to obtain a refund of or credit for the withheld amount, and (ii) such amounts shall be treated for all purposes under this Agreement as having been paid to the Person in respect of whom the withholding or deduction was made. To the extent that any amount of Tax was required to be, but was not, deducted and withheld according to Israeli Tax law by Buyer or anyone acting on its behalf, Seller shall indemnify Buyer for any amounts imposed by a Tax Authority, together with any related Losses.

Section 2.5 Further Assurances. Following the Closing, but subject to Section 2.3 hereof, the Sellers shall execute and deliver such further instruments, certificates, agreements and other documents and perform such other actions (a) as Buyer may reasonably require to more effectively transfer to Buyer any of the Transferred Assets and the assumption of the Assumed Liabilities; or (ii) as Sellers may reasonably determine would be required to deliver to Buyer such other assets owned by any Seller in order to make the representations and warranties set forth in Section 4.16(b) true and correct in all respects (it being understood that any asset delivered pursuant to this Section 2.5 shall be deemed to constitute a Transferred Asset for all purposes hereunder). To the extent that following the Agreement Date and/or the Closing Date, it will be founder that Sellers did not transfer to the Buyer any asset(s) that should have been considered as a "Transferred Assets" (whether or not specifically indicated in ***Schedule 1.1(b)*** of the Disclosure Schedules), then the Sellers shall promptly transfer such asset(s) to the Buyer, for no additional consideration.

ARTICLE III
REPRESENTATIONS AND WARRANTIES RELATING TO THE SELLERS

Except as set forth in the Disclosure Schedules delivered by the Sellers on the date hereof (collectively, the "Disclosure Schedules"), each of the Sellers, severally and jointly with each other Sellers, hereby represent and warrant to the Buyer as follows, which representations and warranties are, as of the date hereof, and will be, as of the Closing Date, true and correct in all respects. The Disclosure Schedules shall be arranged in sections corresponding to the numbered and lettered sections and subsections contained in this Article III, and the information set forth in any section of the Disclosure Schedules shall apply to and qualify (a) the representation and warranty set forth in this Agreement to which it corresponds, and (b) whether or not an explicit reference or cross-reference is made, each other representation and warranty set forth in this Agreement for which it is reasonably apparent on its face that such information is relevant to such other section.

Section 3.1 Organization. Each Seller is a duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and each such Seller has all necessary corporate power and authority to own, lease and operate the Transferred Assets and to carry on its business as it is being conducted as of the date of this Agreement, and other than as set forth in ***Schedule 3.1(i)*** of the Disclosure Schedules to transfer the Transferred Assets to Buyer pursuant hereto. Other than as set forth in ***Schedule 3.1(ii)*** of the Disclosure Schedules, no Seller has any Subsidiaries or affiliated entities.

Section 3.2 Authority. Each Seller has the corporate power and authority to execute and deliver this Agreement and each of the Ancillary Agreements to which it will be a party, to perform its obligations hereunder and thereunder and to consummate the Transactions and, other than as set forth in ***Schedule 3.2*** of the Disclosure Schedules, to effectively and fully transfer the Transferred Assets to Buyer. The execution, delivery and performance by each Seller of this Agreement and each of the Ancillary Agreements to which it will be a party and the consummation by each Seller of the Transactions have been duly and validly authorized by all necessary corporate action. This Agreement has been, and upon their execution each of the Ancillary Agreements to which a Seller will be a party will have been, duly executed and delivered by such Seller and, assuming due execution and delivery by each of the other parties hereto or thereto, this Agreement constitutes, and upon their execution each of the Ancillary Agreements to which it will be a party will constitute, the legal, valid and binding obligation of such Seller, enforceable against the Seller in accordance with its terms, except (i) as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law) or (ii) to the extent any indemnification provisions may be limited by applicable federal or state securities laws.

Section 3.3 No Conflict; Required Filings and Consents.

(a) The execution, delivery and performance by each Seller of this Agreement and each of the Ancillary Agreements to which it will be a party and the consummation of the Transactions do not and will not:

(i) conflict with or violate the Organizational Documents of each Seller;

(ii) conflict with or violate any Law applicable to any Seller, the Business or any of the Transferred Assets, or by which any Seller, the Business and/or the Taxon Database and/or the MicroBoost AI for AG or any of the Transferred Assets may be bound or affected; or

(iii) conflict with, result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, or other than as set forth in ***Schedule 3.3(a)(iii)*** of the Disclosure Schedules (which, among other things, identifies the applicable Seller entity which is subject to such consent), require any consent of any Person pursuant to, any Assumed Contract and/or the Business Permits and/or otherwise.

(b) Other than as set forth in ***Schedule 3.3(b)*** of the Disclosure Schedules, no Seller is required to file, seek or obtain any notice, authorization, approval, order, permit or consent of or with any Governmental Authority in connection with the execution, delivery and performance by such Seller of this Agreement and each of the Ancillary Agreements to which it will be a party or the consummation of the Transactions, except (i) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to have a Seller Material Adverse Effect or (ii) as may be necessary as a result of any facts or circumstances relating to the participation of the Buyer or any of its Affiliates (as opposed to any third party) in the Transactions.

Section 3.4 Brokers No broker, finder, investment banker or similar organization is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of any of any Seller or any of their Subsidiaries or affiliates.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES RELATING TO THE BUSINESS, THE TRASNFERRED ASSETS AND THE ASSUMED LIABILITIES

Except as set forth in the Disclosure Schedules delivered by the Sellers on the date hereof, each of the Sellers, severally and jointly with each other Sellers, hereby represent and warrant to the Buyer as follows, which representations and warranties are, as of the date hereof, and will be, as of the Closing Date, true and correct in all respects. The Disclosure Schedules shall be arranged in sections corresponding to the numbered and lettered sections and subsections contained in this Article IV, and the information set forth in any section of the Disclosure Schedules shall apply to and qualify (a) the representation and warranty set forth in this Agreement to which it corresponds, and (b) whether or not an explicit reference or cross-reference is made, each other representation and warranty set forth in this Agreement for which it is reasonably apparent on its face that such information is relevant to such other section.

Section 4.1 Financial Statements; No Undisclosed Liabilities.

(a) Copies of the unaudited balance sheet of each Seller as of March 31, 2025 (the "Balance Sheet" and the date of such Balance Sheet, the "Balance Sheet Date") and the audited financial statements as December 31, 2023 and 2024, and the related consolidated statements of income and cash flows of the Business, together with all related notes and schedules thereto (collectively referred to as the "Financial Statements"), have been made available to the Buyer prior to the date of this Agreement and attached in ***Schedule 4.1(a)*** of the Disclosure Schedules. Each of the Financial Statements: (i) was prepared in good faith in accordance with the book of account and other financial records of the Seller, (ii) fairly presents, in all material respects, the consolidated financial position and results of operations of the Business as of the respective dates thereof and for the respective periods indicated therein, and (iii) has been prepared in accordance with IFRS applied on a consistent basis in all material respects throughout the periods covered thereby, except with respect to the Balance Sheet as otherwise noted therein and subject to normal and recurring year-end adjustments and the absence of notes. All accounts receivable are collectible and no Seller has accelerated collection of any Accounts Receivable and has paid in accordance with such Seller's past practice and not delayed any payment of any Accounts Payable.

(b) There are no Liabilities, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, of the Business or related to the Transferred Assets of any nature, other than any such Liabilities (i) reflected or reserved against on the Financial Statements or the notes thereto, or (ii) as set forth in ***Schedule 4.1(b)*** of the Disclosure Schedules.

Section 4.2 Absence of Certain Changes or Events. Since December 31, 2024, (a) through the date of this Agreement, the Business and the business relating to the MicroBoost AI for AG and/or the Taxon Database has been conducted, in all material respects, in the ordinary course of business consistent with past practice, (b) no Seller has done, caused or permitted any action that would constitute a breach of Section 6.1 if such action were taken by a Seller, without the written consent of the Buyer, between the Agreement Date and the earlier of the termination of this Agreement and the Closing. and (b) there has not occurred any Business Material Adverse Effect or material changes to financial condition of any Seller. Without derogating from the generality of the aforementioned,

Section 4.3 Compliance with Law; Permits.

(a) The Business, the MicroBoost AI for AG and the Taxon Database are, and have been at all times, conducted, operated and used in compliance in all material respects with all Laws applicable to it. No Seller has received during the past three (3) years any written notices of violation with respect to any Law applicable to the conduct, operation or usage of the Business, the MicroBoost AI for AG and/or the Taxon Database or the ownership or usage of the other Transferred Assets, nor does any Seller have Knowledge of any basis therefor.

(b) The Sellers are in possession of all permits, licenses, franchises, approvals, certificates, consents, waivers, concessions, exemptions, orders, registrations, written notices or other authorizations of any Governmental Authority necessary for them to own, lease and operate the Business, the MicroBoost AI for AG, the Taxon Database and the other Transferred Assets and to carry on the Business as currently conducted ("Permits" and the "Business Permits", respectively).

(c) ***Schedule 4.3(c)*** of the Disclosure Schedules includes a full and complete list of all Business Permits (which identifies the applicable Seller entity which has received or bound by each such Business Permit). Except as set forth on ***Schedule 4.3(c)*** of the Disclosure Schedules (indicating the name of the applicable Seller that holds each Business Permit, the Sellers have, and at all times have had, all Business Permits required under any applicable Law in the ownership and operation and usage of the Business, the MicroBoost AI for AG, the Taxon Database and the other Transferred Assets, free and clear of all Encumbrances. No Seller is in default, nor has it received any written notice of any claim of default, with respect to any such Business Permit, nor does any Seller have Knowledge of any basis therefor. Except as otherwise governed by applicable Law, all such Business Permits are renewable by their terms or in the ordinary course of business without the need to comply with any special qualification procedures or to pay any amounts other than routine filing fees and, other than the requirement to have it transferred to the name of Buyer, will not be adversely affected by the completion of the transactions contemplated by this Agreement. No present or former director, officer, employee or service provider of any Seller or any Affiliate thereof, nor, to the Knowledge of any Seller, any shareholder or any other Person, owns or has any proprietary, financial or other interest (direct or indirect) in any Business Permit.

(d) Except as disclosed on ***Schedule 4.3(d)*** of the Disclosure Schedules, no written notice to, declaration, filing or registration with, or Business Permit from, any domestic or foreign Governmental Authority is required to be made or obtained by any Seller in connection with the execution, delivery or performance of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.4 Litigation and Disputes. Except as set forth on ***Schedule 4.4*** of the Disclosure Schedules, with respect to the Business, the MicroBoost AI for AG, the Taxon Database and the other Transferred Assets or the Business Employees, there is no Actions pending, or to the Knowledge of any Seller, threatened or anticipated (a) against, related to or affecting (i) any Seller, the Transferred Assets or the Assumed Liabilities, (ii) any director, officer, employee or service provider of any Seller as such, or (iii) any shareholder of any Seller in such shareholder's capacity as a shareholder of a Seller, (b) seeking to delay, limit or enjoin the transactions contemplated by this Agreement or any Ancillary Agreement, (c) that involve the risk of criminal liability, or (d) in which any Seller is a plaintiff, including any derivative suits brought by or on behalf of any Seller. No Seller is in default with respect to or subject to any Court Order, and there are no unsatisfied judgments against Seller or the Transferred Assets. Except as set forth on ***Schedule 4.4*** of the Disclosure Schedules, there are no Court Orders or Contracts with, or Encumbrances by, any Governmental Authority which regulate, obligate, bind or in any way affect any Seller or any of the Transferred Assets.

Section 4.5 Employees; Employee Benefit Plans.

(a) Seller has made available to Buyer a true, complete and correct list of each Business Employee, as well as, each such Business Employee's: (i) name, (ii) position, (iii) employing entity, (iv) work location, (v) date of hire and aggregate length of service (including with any entity acquired by Seller or any such Subsidiary), (vi) annual salary, monthly salary (with breakdown of base salary and global overtime pay) or hourly rate, as applicable, (vii) status as exempt/non-exempt from the overtime requirements of the Fair Labor Standards Act or any other Law and status as full time/part time, (viii) short-term or long-term disability or other leave status, (ix) target bonus/incentive/commission for the current fiscal year and bonus paid or payable for the most recently completed fiscal year, the annual bonus/incentive/commission plan in which such individual is eligible to participate, and such individual's accrued bonus, accrued incentive or accrued commissions, if any, (x) amount of entitlement and accrued and unpaid vacation, paid time off, sick leave, recreation days and any other leave applicable to such Business Employee (by type), (xi) any material travel pay, car allowance, car, telephone allowance, (xii) pension and social arrangement including pension fund, manager's insurance, provident fund and advanced study fund (including the relevant insured/determinative salary and contributions rates), (xiii) all other fringe or employee benefit plans, programs or arrangements, (xiv) any promises, commitments and future obligations, (xv) any other material compensation or entitlement according to any Contract (including collective agreement or arrangement), and (xvi) work authorization/visa information and expiration dates, as applicable (such list, the "Business Employee List"). No Business Employee is entitled (whether by virtue of any Law, Contract or otherwise) to any material benefits, entitlement or compensation that are not listed in the Employee List. All Business Employees are legally permitted to be employed in the jurisdiction in which such employee or service provider is employed or engaged in their current job capacities or services for the maximum period allowed under the Law. Seller may update the Business Employee List from time to time in order to maintain the accuracy thereof through the Closing.

(b) The Seller has made available to the Buyer prior to the execution of this Agreement (i) a true and complete copy of each material, to the extent applicable (A) employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), and all bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, performance awards, profit sharing, change of control, savings, retiree medical or life insurance, sabbatical, disability, employee relocation, repatriation, expatriation, life insurance or accident insurance plans, supplemental retirement, pension, severance or other benefit plans, programs, policies, procedures or arrangements, that are maintained, contributed to or sponsored by Seller for the benefit of any Business Employee and (B) employment, termination, severance or other contract, agreement or arrangement, pursuant to which any Seller currently has any obligation with respect to any Business Employee (A and B collectively, the "Employee Plans"); and (ii) all current summary plan descriptions and the most recent determination letter from the IRS or other approval from any applicable tax or regulatory authority with respect to any such Employee Plan.

(c) (i) Each Employee Plan has been maintained in all material respects in accordance with its terms and the requirements of ERISA and the Code and any other applicable Laws, (ii) Seller has performed all material obligations required to be performed by it under any Employee Plan and is not in any material respect in default under or in violation of any Employee Plan, (iii) all amounts that the Seller is legally or contractually required either to deduct or to transfer as part of the Employee Plan have, in each case, been duly deducted, transferred, withheld and paid, and the Seller does not have any outstanding obligation, and (iv) no Action (other than claims for benefits in the ordinary course) is pending or, to the Seller's knowledge, threatened with respect to any Employee Plan by any current or former employee, officer or director, nor does any Seller have Knowledge of any basis therefor.

(d) Each Employee Plan that is intended to be qualified under Section 401(a) of the Code has received or is the subject of a favorable determination or opinion letter from the IRS that it is so qualified and, to the Seller's knowledge, no fact or event has occurred since the date of such letter or letters from the IRS that would reasonably be expected adversely to affect the qualified status of any such Employee Plan.

(e) None of the Employee Plans is a multiemployer plan (within the meaning of Section 3(37) or 4001(a)(3) of ERISA) or a single employer plan (within the meaning of Section 4001(a)(15) of ERISA) for which to any Seller's knowledge would reasonably be expected to incur liability under Section 4063 or 4064 of ERISA.

(f) The representations and warranties contained in this Section 4.5 and Section 4.6 are the only representations and warranties being made with respect to ERISA.

Section 4.6 Labor and Employment Matters. Seller is not a party to any labor or collective bargaining contract or arrangement that pertains to any Business Employee or relates to the Business or Transferred Assets or otherwise. No labor organization or group of employees of the Seller has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding. No Seller has experienced any organizing activities, strikes, work stoppages, slowdowns, lockouts, arbitrations or material grievances, or other labor disputes pending or to the knowledge of Seller, threatened against or involving the Seller. No Business Employee is subject to or benefits from any extension order ("*tzav harchava*") other than extension orders that are generally applicable to all employers in Israel. The Seller is not nor has ever been a member of any employers' association or organization. The Seller has never paid, required to pay and has never been requested to pay any payment (professional organizational handling charges) to any employers' association or organization. There are no pending or, to any Seller's Knowledge, threatened Actions concerning labor or employment matters with respect to the Business or any Business Employee. The Seller has been in compliance in all material respects with all applicable Laws and Contracts, including with respect to employment practices, terms and conditions of employment and engagement, termination, pension social contributions, compensation, equal opportunity and wages and hours, including Worker Adjustment and Retraining Notification Act of 1988, as amended, ERISA, COBRA and the Fair Labor Standards Act of 1938, as amended (or similar local Law), with respect to the Business Employees and the conduct of the Business by the Seller.

Section 4.7 Insurance. ***Schedule 4.7*** of the Disclosure Schedules contains a complete and accurate list of all policies or binders of fire, liability, title, worker's compensation, product liability other forms of insurance (showing as to each policy or binder the insured Seller, the carrier, policy number, coverage limits, expiration dates, annual premiums, a general description of the type of coverage provided, loss experience history by line of coverage) maintained by each Seller on the MicroBoost AI for AG, the Taxon Database or the other Transferred Assets or the Hired Employees as in effect as of the date hereof and the Closing Date. All insurance coverage applicable to the Business, the MicroBoost AI for AG, the Taxon Database or the other Transferred Assets or the Hired Employees are, and will be as of the Closing Date, in full force and effect, insuring each Seller in reasonably sufficient amounts against all risks usually insured against by Persons operating similar businesses or properties of similar size in the localities where such businesses or properties are located, provided coverage as may be required by applicable Law and by any and all Contracts to which any Seller is a party and were issued by insurers of recognized responsibility. There was no default under any such coverage nor were there any failure to give notice or present any claim under any such coverage in a due and timely fashion, and there are no outstanding unpaid premiums in each case, at any time during the one (1) year period prior to the date hereof. There were no provisions in such insurance policies for retroactive or retrospective premium adjustments. All products liability, general liability and workers' compensation insurance policies maintained by any Seller covering the Business, the MicroBoost AI for AG, the Taxon Database or the other Transferred Assets or the Hired Employees have been occurrence policies and not claims made policies. There are no outstanding performance bonds covering or issued for the benefit of any Seller. ***Schedule 4.7*** of the Disclosure Schedules contains a complete list of claims made pursuant to Seller's insurance policies since January 1, 2021.

Section 4.8 Real Property.

(a) No real property is owned by any Seller that is used in connection with the operation or usage of the Business, the Taxon Database or the other Transferred Assets.

(b) Other than as set forth in ***Schedule 4.8(b)*** of the Disclosure Schedules, no real property is leased by the Seller that is exclusively used in connection with the operation or usage of the Business the Taxon Database or the other Transferred Assets.

Section 4.9 Restrictions on Business ActivitiesSection 4.10. Other than the rules and regulations issued by or by which the IIA operates, including the Israeli R&D Law, there is no Contract or Court Order binding upon any of the Sellers or any of the Transferred Assets that restricts or prohibits, purports to restrict or prohibit, has or to any Seller's Knowledge could reasonably be expected to have, whether before or after consummation of the Transactions, the effect of prohibiting, restricting or impairing any current or presently proposed business practice of any of the Sellers, or adversely affect Buyer's ownership and rights with respect to any of the Transferred Assets after the Closing by limiting the freedom to engage in any line of business, to manufacture, offer for sale, sell, license, further develop or otherwise exploit any of the Business and Sellers-Owned Intellectual Property in any market or geographic area, or to compete with any Person, including any grants by Sellers of exclusive rights or exclusive licenses.

Section 4.10 [***Reserved***].

Section 4.11 Intellectual Property.

(i) "Open Source Materials" means software or other material that is distributed as "free software," "open source software" or under similar licensing or distribution terms (including the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL) and the Apache License).

(ii) "R&D Law*"* means the Israeli Encouragement of Research, Development and Technological Innovation in the Industry Law 5744-1984, as amended from time to time, including regulations, directives, procedures, and rules that have been or will be promulgated thereunder and/or by virtue thereof, including any directives, guidelines and rules as issued from time to time by the IIA.

(iii) "R&D Sponsor" means any Governmental Authority, private source, university, college, other educational institution, military, multi-national, bi-national or international organization or research center that has provided grants to either Sellers or any developer, inventor or other contributor to any Sellers' Owned Intellectual Property.

(iv) "Sellers' Intellectual Property" means any and all Sellers-Owned Intellectual Property and any and all Third-Party Intellectual Property that is used by any one of the Sellers, in each case in connection with the Business. Without derogating from the generality of the foregoing, Sellers' Intellectual Property includes all Intellectual Property evidence by, embodied in, required for or otherwise which is part of the Lavie Products, Evogene's MicroBoost AI for AG and Taxon Database.

(v) "Sellers' Intellectual Property Agreements" means any Contract relating to any Sellers' Intellectual Property to which a Seller is a party or bound by.

(vi) "Seller-Licensed Data" means all data, information or material of any kind or nature, that is processed, used for research and development, used for commercialization or for further development, by any of the Sellers in connection with the Business which is owned or purported to be owned by one or more of the Sellers.

(vii) "Seller-Owned Data" means each element of data and information collected, generated, or received by or in connection with the Business that each of the Sellers owns or controls or purports to own or control which is required for the Business.

(viii) "Sellers-Owned Intellectual Property" means (a) with respect to LavieBio and Taxon any and all Intellectual Property that is owned or purported to be owned by each of the applicable Seller and which is used in or which is required to be used in connection with the Business, but excluding Intellectual Property contained in the Excluded Assets and (b) with respect to Evogene, any and all Intellectual Property that is owned or purported to be owned by Evogene in and to MicroBoost AI for AG.

(ix) "Lavie Products" means all products developed, under development, produced, manufactured, marketed, licensed, sold, distributed or performed by or on behalf of Lavie, excluding the Excluded Assets.

(x) "Sellers' Registered Intellectual Property" means the United States, international and foreign: (A) patents and patent applications (including provisional applications), (B) registered trademarks, applications to register trademarks, intent-to-use applications, or other registrations or applications related to trademarks, (C) registered Internet domain names and (D) registered copyrights and applications for copyright registration, in each case registered or filed in the name of, or owned by one or more of the Sellers and related to the Business.

(xi) "Object Code" means, the machine readable code which is based on Source code including all binaries, runtime modules, or any machine-readable files produced from Source Code through compilation or build processes.

(xii) "Source Code" means, collectively, any human-readable, fully documented, software in source code form, contained in MicroBoost AI for AG or of any other Sellers-Owned Intellectual Property or Lavie Products, including programmer's notes and materials and documentation, sufficient to allow a reasonable skilled programmer to understand the design, logic, structure, functionality, operation and features and to use, operate, maintain, modify, support and diagnose errors. Source Code explicitly excludes Object Code.

(xiii) "Lavie's Websites" means all web sites owned, operated or hosted by Lavie (including those web sites operated using the domain names listed on Section 4.11(xii) of the Disclosure Schedules, the "Domains"), and the underlying platforms for such web sites.

(xiv) "Third-Party Intellectual Property" means any and all Intellectual Property owned or purported to be owned by any Person other than one of the Sellers.

(b) Status. Lavie has full title and exclusive ownership, free and clear of any Encumbrances, of all Intellectual Property necessary for the conduct of the Business, other than those owned by one of the other Sellers and in-licensed Third-Party Intellectual Property in respect to which Lavie has all required rights on a non-exclusive basis. Evogene has full title and exclusive ownership, free and clear of any Encumbrances, of, or is duly licensed under or otherwise authorized to use and grant the right to use, all Intellectual Property necessary for the use of the MicroBoost AI for AG as required for the conduct of the Business. Taxon has full title and exclusive ownership free and clear of any Encumbrances, of, or is duly licensed under or otherwise authorized to use and grant the right to use, all Intellectual Property necessary for the use of the Taxon Database, as required for the conduct of the Business. The Sellers' Intellectual Property together with the Third-Party Intellectual Property that is used by either of the Sellers in connection with the Business, collectively constitutes all of the Intellectual Property necessary for Buyer's conduct of, or that are used in or held for use for, the Business without: (i) the need for Buyer to acquire or license any other intangible asset, intangible property or Intellectual Property or (ii) the breach or violation of any Contract. Seller has not transferred ownership of, or granted any exclusive rights in, any Sellers-Owned Intellectual Property to any third party. No third party has any Encumbrance on any of Sellers-Owned Intellectual Property.

(c) Seller Registered Intellectual Property. ***Schedule 4.11(c)*** of the Disclosure Schedules lists all Lavie Registered Intellectual Property, Evogene's Registered Intellectual Property covering MicroBoost AI for AG and all Taxon's Registered Intellectual Property, detailing in each instance the registered proprietor, the status of such registration or application, the jurisdictions in which it has been issued or registered or in which any application for such issuance and registration has been filed or the jurisdictions in which any other filing or recordation has been made and all actions that are required to be taken by Seller within 120 days following the Agreement Date in order to avoid prejudice to, impairment or abandonment of such Seller Registered Intellectual Property (including all office actions, provisional conversions, annuity or maintenance fees or re-issuances). Each of the Sellers transfers to Buyer all of such Seller-Owned Intellectual Property associated with the Business even if it is not listed in the Disclosure Schedules. Each item of Sellers Registered Intellectual Property included in the Intellectual Property required for the Business ("Transferred Registered Intellectual Property") is valid (or in the case of applications, applied for) and subsisting, all registration, maintenance and renewal fees currently due in connection with such Transferred Registered Intellectual Property have been paid and all documents, recordations and certificates in connection with such Transferred Registered Intellectual Property currently required to be filed have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of prosecuting, maintaining and perfecting such Transferred Registered Intellectual Property and recording Seller's ownership interests therein.

(d) [***]

(e) [***]

(f) No Assistance. Other than as expressly stated and detailed in ***Schedule 4.11(f)*** of the Disclosure Schedule, at no time during the conception of or reduction to practice of any of Sellers-Owned Intellectual Property was a Seller or any developer, inventor or other contributor to such Sellers-Owned Intellectual Property (i) operating under any grants from any R&D Sponsor or (ii) performing (directly or indirectly) research sponsored by any R&D Sponsor. Without limiting the foregoing, no developer, inventor or other contributor of each Seller was employed by or has performed services for any R&D Sponsor during the period of time during which such developer, inventor or other contributor was also performing services for Seller or during the twelve-month period immediately prior to his or her employment or engagement with one of the Sellers. No R&D Sponsor has any claim of right to, ownership of or other encumbrance on any Sellers-Owned Intellectual Property.

(g) [***]:

(i) the total amount of the benefits received by each Seller under each IIA Grant;

(ii) the total outstanding amounts to be paid by the IIA to the Sellers under each IIA Grants; and

(iii) the aggregate outstanding obligations under each such IIA Grant with respect to royalties applicable thereto and any outstanding amounts otherwise payable under each such IIA Grant to the IIA.

(h) Invention Assignment and Confidentiality Agreement. In each case as it relates to the Business: each Seller has secured from all (1) current and former consultants, advisors, employees and independent contractors who independently or jointly contributed to or participated in the conception, reduction to practice, creation or development of any Intellectual Property for such Seller and (2) named inventors of patents and patent applications owned or purported to be owned by a Seller (any Person described in clause (i) or (ii), an "Author"), unencumbered and unrestricted exclusive ownership of, all of such Authors' right, title and interest in and to such Intellectual Property, and each Seller has obtained the waiver of all non-assignable rights to the maximum extent permitted by applicable Law from the relevant Author. No Author has retained any rights, licenses, claims or interest whatsoever with respect to any such Intellectual Property developed by the Author for one of the Sellers. No Author is subject to any agreement or other obligation with any third party that could adversely affect Sellers' rights in Sellers-Owned Intellectual Property.

(i) Business Confidential Information. Each Seller has taken all commercially reasonable steps to protect and preserve the confidentiality of all confidential or non-public information of such Seller (including trade secrets) or provided by any third party to a Seller, in each case which relates to the Business ("Business Confidential Information"). All current and former employees and contractors of Sellers and any third party having access to Business Confidential Information have executed and delivered to one or more of the Sellers a written legally binding agreement regarding the protection of such Business Confidential Information. There has been no breach of confidentiality obligations on the part of Sellers or, to the knowledge of each Seller, by any third party with respect to Business Confidential Information.

(j) Non-Infringement. To the Knowledge of the Sellers, there is no unauthorized use, unauthorized disclosure, infringement or misappropriation of any Sellers-Owned Intellectual Property by any third party. Neither one of the Sellers has sent a written notice to any third party alleging infringement or misappropriation of any Intellectual Property used in the Business, the Taxon Database or the Microboost AI for AG, nor does any Seller have Knowledge of any basis therefor. Neither one of the Sellers has brought any Action for infringement or misappropriation of any Sellers-Owned Intellectual Property. To the Knowledge of the Sellers, Sellers have no Liability for infringement or misappropriation of any Third-Party Intellectual Property in the conduct of the Business. To the knowledge of the Sellers, the operation of the Business, including (i) the design, development, manufacturing, reproduction, marketing, licensing, sale, offer for sale, importation, distribution, provision and/or use of any Lavie Product, and/or Evogene's Microboost AI for AG, Taxon Database and/or Sellers-Owned Intellectual Property and (ii) Sellers' use of any product, device, process or service used in the Business as previously conducted, or currently conducted by Seller, has not, and does not infringe (directly or indirectly, including via contribution or inducement), misappropriate or violate any Third-Party Intellectual Property, breach any terms of service, click-through agreement or any other agreement or rules, policies or guidelines applicable to use of such Third-Party Intellectual Property, and does not constitute unfair competition or unfair trade practices under the applicable Law of any jurisdiction in which Seller conducts Business, in which Lavie Products are manufactured, marketed, distributed, licensed or sold or where Evogene Microboost AI for AG is offered or used. Sellers have not been sued in any Action or received any written communications (including any third-party reports by users) alleging that one or more of the Sellers has infringed, misappropriated, or violated or, by conducting the Business, would infringe, misappropriate, or violate any Intellectual Property of any other Person or entity. No Sellers-Owned Intellectual Property or Seller Product is subject to any Action, Order, settlement agreement or right that restricts in any manner the use, transfer or licensing thereof by Sellers, or that may affect the validity, use or enforceability of any Sellers-Owned Intellectual Property. Sellers have not received any opinion of counsel that any Lavie Product, the MicroBoost AI for AG or the Taxon Database, or Sellers-Owned Intellectual Property or the operation of the Business, as previously or currently conducted, or as currently proposed to be conducted, infringes or misappropriates any Third-Party Intellectual Property.

(k) Licenses; Agreements.

(i) Other than as listed in ***Schedule 4.11(k)(i)*** of the Disclosure Schedules, Seller has not granted any options, licenses or agreements of any kind relating to any Sellers Owned Intellectual Property to any Third Party, and each Seller is not bound by or a party to any option, license or agreement of any kind with respect to any of Sellers-Owned Intellectual Property.

(ii) Other than as listed in ***Schedule 4.11(k)(ii)*** of the Disclosure Schedules, Sellers are not obligated to pay any royalties or other similar payments to third parties with respect to the marketing, sale, distribution, manufacture, license or use of any Lavie Products, Evogene's MicroBoost AI for AG, the Taxon Database, or Sellers' Owned Intellectual Property.

(l) Other Intellectual Property Agreements. With respect to Sellers' Intellectual Property Agreements:

(i) each such agreement is valid and subsisting;

(ii) each Seller is not (and will not be as a result of the execution and delivery or effectiveness of this Agreement or the performance of Seller's obligations under this Agreement) in breach of any Sellers' Intellectual Property Agreement and the consummation of the Transactions will not result in the modification, cancellation, termination, suspension of, or acceleration of any payments, rights, obligations or remedies with respect to any Sellers' Intellectual Property Agreements, or give any non-Seller party to any Sellers' Intellectual Property Agreement the right to do any of the foregoing;

(iii) To the Knowledge of the Company, no counterparty to any Sellers' Intellectual Property Agreement is in breach thereof;

(iv) there are no asserted disputes or Actions (pending or threatened) regarding the scope of any Sellers' Intellectual Property Agreements, or performance under any Sellers' Intellectual Property Agreements including with respect to any payments to be made or received by a Seller thereunder;

(v) no Sellers Intellectual Property Agreement requires a Seller to include any Third-Party Intellectual Property in any Lavie Products, Taxon Microbe Database and/or MicroBoost AI for AG or obtain any Person's approval of any such Seller's Product Taxon Microbe Database and/or MicroBoost AI for AG at any stage of development, licensing, distribution, use or sale of that Lavie Products, Taxon Microbe Database and/or MicroBoost AI for AG;

(vi) no Sellers' Intellectual Property Agreements grants any third party exclusive rights to or under any Sellers' Intellectual Property;

(vii) no Sellers' Intellectual Property Agreements grants any third party the right to sublicense any Sellers' Intellectual Property;

(viii) each Seller has obtained valid, written, unexpired, non-terminable (other than for cause, or otherwise in accordance with their terms) licenses (sufficient for the conduct of the Business) to all Third-Party Intellectual Property that is incorporated into, integrated or bundled by a Seller with any of Lavie Products, Taxon Microbe Database and/or Evogene's MicroBoost AI for AG; and

(ix) no third party that has licensed Intellectual Property to Sellers has ownership or license rights to improvements or derivative works made by a Seller in the Third-Party Intellectual Property that has been licensed to such Seller.

(m) Non-Contravention. Neither the execution and performance of this Agreement nor the consummation of the Transactions and the assignment to Buyer of any Assumed Contracts to which a Seller is a party or by which any of their respective assets are bound, will, pursuant to its express terms, result in (unless arising from any contract or obligation by which Buyer is bound, that is not transferred herein): (i) Buyer or any of its Affiliates granting to any third party any right to or with respect to any Intellectual Property owned by, or licensed to, Buyer or any of its Affiliates (other than licenses to Business Intellectual Property pursuant to Assumed Contracts), (ii) Buyer or any of its Affiliates, being bound by or subject to, any exclusivity obligations, non-compete or other restriction on the operation or scope of their respective businesses, (iii) Buyer being obligated to pay any royalties or other material amounts to any third party in excess of those payable by any of them, respectively, in the absence of this Agreement or the Transactions and except for any royalties due pursuant to the Assumed Contracts or (iv) any termination of, or other material impact to, any Sellers' Intellectual Property.

(n) Evogene's Source Code. Evogene has not disclosed, delivered or licensed to any Person or agreed or obligated itself to disclose, deliver or license to any Person, or permitted the disclosure or delivery to any escrow agent or other Person of, nor has there been any unauthorized or inadvertent disclosure of, any Evogene's Source Code of the MicroBoost AI for AG, other than disclosures to employees, contractors and consultants (i) involved in the development of either Evogene or Lavie's Products and (ii) subject to a written confidentiality agreement. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, result in the disclosure, delivery or license by Evogene of any part of the MicroBoost AI for AG Source Code, other than disclosures to employees and consultants involved in the development of Lavie's Products. Without limiting the foregoing, neither the execution nor performance of this Agreement nor the consummation of any of the Transactions will result in a release from escrow or other delivery to a third party of any source code

(o) Open Source Software. ***Schedule 4.11(o)(i)*** of the Disclosure Schedules identifies all Open Source Materials incorporated, used in or distributed with the MicroBoost AI for AG, describes whether the Open Source Materials were modified and/or distributed by Evogene and identifies the licenses under which such Open Source Materials were incorporated, used or distributed. Evogene is in compliance with the terms and conditions of all licenses for the Open Source Materials. Except as set forth on ***Schedule 4.11(o)(ii)*** of the Disclosure Schedules, Evogene has not (3) incorporated Open Source Materials into, or combined or linked Open Source Materials with the MicroBoost AI for AG, (4) distributed Open Source Materials in conjunction with the MicroBoost AI for AG or (iii) used, developed, incorporated or distributed Open Source Materials, in such a way that, with respect to clauses (i), (ii) or (5), creates, or purports to create, obligations for Evogene with respect to any Sellers-Owned Intellectual Property or grant, or purport to grant, to any third party any rights or immunities under any Sellers-Owned Intellectual Property (including using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other software incorporated into, derived from, linked to, or distributed or used with such Open Source Materials (a) be licensed, disclosed or distributed in source code form, (b) be licensed for the purpose of making derivative works or (c) be redistributable or licensed at no charge or subject to restrictions on consideration).

(p) Information Technology.

(i) Sellers Databases. Section 4.11(p)(i) of the Disclosure Schedules identifies and describes each distinct electronic database containing (in whole or in part) each Seller's Data maintained by or for the Seller at any time (collectively, the "Seller Databases"), the types of Sellers Data in each such database (including by Seller-Licensed Data and Sellers-Owned Data), and the security policies that have been adopted and maintained with respect to each such Seller Database.

(ii) Sellers' Data. Each of the Sellers is the owner of all right, title and interest in and to each element of Sellers-Owned Data which is attributable to such Seller. Each Seller has the right to process all Sellers'-Owned Data without obtaining any permission or authorization of any Person. Seller has not entered into any Contract governing any Sellers'-Owned Data or to which a Seller is a party or bound by.

(q) Sellers' Websites. To Sellers' knowledge, no domain names have been registered by any Person that are confusingly similar to any of the Domains. The contents of any Lavie Website and all transactions conducted by Lavie over the Internet in respect of the Business comply with applicable Law in any applicable jurisdiction. The contents of any Lavie Website does not include or incorporate any harmful, fraudulent, threatening, abusive, harassing, defamatory, vulgar, obscene, profane or, hateful content, including, without limitation, any material that supports or otherwise encourages wrongful conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable Law in any material respect.

Section 4.12 Privacy and Data Protection.

(a) As used herein, the following terms have the meanings indicated below:

(i) "Data Subject" means the individual and/or, to the extent protected under applicable Privacy Laws, the legal entity to whom Personal Data relates.

(ii) "EEA" means the European Economic Area, as constituted from time to time, and shall be deemed to include Switzerland and the United Kingdom.

(iii) "Personal Data" means any information relating to an identified or identifiable Data Subject, including a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that Data Subject or any other piece of information that allows the identification of a Data Subject or is otherwise considered personally identifiable information or personal information under applicable Law, including Tracking Data.

(iv) "Privacy Laws" means each applicable Law applicable to Personal Data, including the General Data Protection Regulation (EU) 2016/679, Swiss Federal Act on Data Protection, Swiss Ordinance to the Federal Act on Data Protection, Swiss Ordinance on Data Protection Certification, Swiss Telecommunications Act, the Payment Card Industry Data Security Standards, the Video Privacy Protection Act and direct marketing and advertising, profiling and tracking, e-mail, messaging and/or telemarketing.

(v) "Process," "Processed" or "Processing" means, with respect to data, any operation or set of operations such as collection, recording, organization, structuring, storage, adaptation, enhancement, enrichment or alteration, retrieval, consultation, analysis, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(vi) "Seller Data" means all data collected, generated, or received in connection with the Business, including Seller-Licensed Data, Seller-Owned Data and Personal Data.

(vii) "Seller Privacy Policies" means, collectively, any and all (A) of the data protection, data usage, data privacy and security policies of the Seller, whether applicable internally, or published on Seller Websites or otherwise made available by Seller, and (B) public statements of the Seller (including statements on Seller Websites), industry self-regulatory obligations and commitments by which the seller is bound and Contracts of Seller with third parties relating to the Processing of Seller Data, in each case which relates to the Business.

(viii) "Tracking Data" means (A) any information or data collected in relation to on-line, mobile or other electronic activities or communications that can reasonably be associated with a particular Person, user, computer, mobile or other device, or instance of any application or mobile application, (B) any information or data collected in relation to off-line activities or communications that can reasonably be associated with or that derives from a particular Person, user, computer, mobile or other device or instance of any application or mobile application or (C) any device or network identifier (including IP address or MAC address), device activity data or data collected from a networked physical object.

(b) The Lavie's data, privacy and security practices and Processing of Personal Data conforms, and at all times have conformed, to all of Lavie's Privacy Commitments, Privacy Laws and Data Agreements in all material respects. Lavie has at all times: (A) had a valid legal basis (including, if applicable providing adequate written notice and obtaining any necessary consents from Data Subjects) required for the Processing of Personal Data as conducted by Lavie and (B) abided by any mandatory privacy choices (including opt-out preferences, if applicable) of Data Subjects relating to Personal Data (such obligations along with those contained in Lavie's Privacy Policies, collectively, "Lavie's Privacy Commitments"). Neither the execution, delivery and performance of this Agreement nor the taking over by Buyer of all of Lavie's Databases, Lavie's Data and other information relating to Lavie's employees, channel partners, resellers, distributors, vendors or customers, or any other category of Data Subjects, will cause, constitute or result in a breach or violation of any Privacy Laws or Lavie Privacy Commitments, any Data Agreements or any standard terms of service entered into by Lavie with Data Subjects the Personal Data of whom is Processed by each of Lavie and its respective data processors Copies of all current and prior Lavie Privacy Policies have been made available to Buyer and such copies are true, correct and complete. Lavie does not rely on anonymization of Personal Data or consent to process any Personal Data.

(c) Lavie has established and maintains appropriate technical, physical and organizational measures and security systems and technologies in compliance with all data security requirements under Privacy Laws and Lavie Privacy Commitments

(d) Lavie has not received any, Order, written notice, communication, warrant, regulatory opinion, audit result or allegation, or to the knowledge of Lavie, Action from a Governmental Authority or any other Person (including an end user): (i) alleging or confirming non-compliance with a relevant requirement of Data Agreements, Privacy Laws or Seller Privacy Commitments, (ii) to the knowledge of Lavie, permitting or mandating relevant Governmental Authorities to investigate, requisition information from, or enter the premises of Lavie or (iv) claiming compensation from Lavie in connection with failure to comply with Privacy Commitments. Lavie has not violated Seller Data Agreements, Privacy Laws or Seller Privacy Commitments.

(e) As it relates to the Business, to the knowledge of each Seller, no security incident, violation of any data security policy, breach, or unauthorized access in relation to any Business Confidential Information has occurred or is threatened, and there has been no unauthorized or illegal Processing of any of the foregoing.

Section 4.13 Taxes.

(a) Except as set forth in ***Schedule 4.13(a)*** of the Disclosure Schedules all income and other Tax Returns required to be filed by or on behalf of any Seller with respect to the Transferred Assets or the Assumed Liabilities have been duly and timely filed with the appropriate Tax Authority in all jurisdictions in which such Tax Returns are required to be filed, and all such Tax Returns are true, correct and complete in all respects and prepared in accordance with applicable Law, (ii) all Taxes (whether or not shown on any Tax Return) of any Seller or with respect to the Transferred Assets or the Assumed Liabilities have been fully and timely paid or remitted and (iii) appropriate and sufficient accruals for all Tax Liabilities as of the Balance Sheet Date with respect to the Transferred Assets or the Assumed Liabilities are included in the Balance Sheet and there are no Liabilities for unpaid Taxes accruing after the Balance Sheet Date.

(b) There is no claim for Taxes that has resulted in an Encumbrance against the Transferred Assets or restrict or negatively impact the Transactions.

(c) No power of attorney has been granted with respect to any matter related to Taxes with respect to the Transferred Asset or the Assumed Liabilities that will be in effect on the Closing Date.

(d) All deficiencies asserted in writing, or assessments made, against any Seller with respect to Transferred Asset or the Assumed Liabilities as a result of any examinations by any Tax Authority have been fully paid.

(e) There are no proceedings, audits, claims or, to any Seller's Knowledge, other Actions by any Tax Authority with respect to the Transferred Assets or the Assumed Liabilities that are pending or in progress, nor has any Seller (or any Representative thereof) received any written notice in writing from any Tax Authority that it intends to conduct such an audit or investigation.

(f) Except as set forth in ***Schedule 4.13(f)*** of the Disclosure Schedules, no Seller does currently, and has ever had, a permanent establishment outside its country of incorporation. Neither of the Sellers has ever (i) been treated for any Tax purpose as resident in a country other than its country of incorporation, (ii) otherwise become subject to Tax jurisdiction in a country other than the country of its incorporation, or (iii) received a written claim by any Tax Authority in a jurisdiction where it has not filed a particular Tax Return or paid a particular Tax that it is or may be subject to such particular Tax assessed by such jurisdiction.

(g) Neither the Transferred Assets nor the Assumed Liabilities are subject to any restrictions or limitations pursuant to Part E2 of the Ordinance or pursuant to any tax ruling made with reference to the provisions of Part E2.

(h) No Seller is a party to any Contract with any Tax Authority and no Seller has received any ruling or decision from any Taxing Authority in relation to the Transferred Assets or the Assumed Liabilities.

(i) None of the Transferred Assets constitutes a real property right ("**זכות במקרקעין**") pursuant to the Real Estate Tax Law (Gain and Acquisition) of 1963.

(j) Evogene and Lavie are duly registered in Israel for the purposes of Israeli VAT and such registration is not subject to any conditions imposed by or agreed with the ITA which have not been complied with. Taxon is not nor has been required to effect Israeli VAT registration, including with respect to its part of the Transferred Assets and Assumed Liabilities.

(k) No Seller has ever made any election to be treated or claimed any benefits as under the Law for Encouragement of Capital Investments, 1959.

Section 4.14 Environmental Matters.

(a) Each Seller is in full compliance in all respects with all applicable Environmental Laws and have obtained and are in compliance in all respects with all Environmental Permits in connection with the conduct, operation or usage of the Business the MicroBoost AI for AG and the Taxon Database and the ownership or use of the Transferred Assets. There are no proceedings, audits, claims or, to the Knowledge of any Seller, there are other Actions alleging violation of or Liability pursuant to any Environmental Law and/or any Environmental Permit pending or threatened in writing or by oral communication to a Representative of any Seller against any Seller or any of their respective Affiliates or Representatives in connection with the conduct, operation or usage of the Business the MicroBoost AI for AG and the Taxon Database or the ownership or use of the Transferred Assets.

(b) For purposes of this Agreement:

(i) "Environmental Laws" means any Laws relating to the protection, preservation or restoration of the environment (including air, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or any exposure to or release of, or the management of Hazardous Substances (including the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production or disposal of any Hazardous Substances), in each case, as in effect as of the date of this Agreement.

(ii) "Environmental Permits" any license, permit (including Permit), authorization and other regulatory approval required under, issued pursuant to, or authorized by any Environmental Law and/or any Governmental Authority with respect to Environmental Law.

Section 4.15 Material Contracts.

(a) ***Section 4.15(a)*** of the Disclosure Schedules lists each Contract that is of a type described below (such Contracts as described in this Section 4.15(a) being "Material Contracts"):

(i) Contracts that provide for payment or receipt by any Seller in connection with the Business, the MicroBoost AI for AG or the Taxon Database, of more than $25,000 per year;

(ii) Contracts relating to indebtedness of Lavie or Taxon for borrowed money;

(iii) any reseller, distributor, referral or similar agreement, or any Contract providing for the grant of rights to market offer for sale or sell any Lavie Products to any other Person or relating to the advertising or promotion of the Business, the MicroBoost AI for AG or the Taxon Database;

(iv) any Contract providing for the grant of rights by Evogene for the use of the MicroBoost AI for AG by Lavie or any other third party;

(v) any Contract with any research institution, university, R&D Sponsor or other third party granting any of the Sellers (*provided*, *however*, that solely with respect to Evogene, in as much as it relates to the Business and/or MicroBoost AI for AG) any rights under such third party's Intellectual Property for the purpose of conduct of research and development, collaboration on research and development, receipt of materials or samples for the purpose of research and development;

(vi) (A) any joint venture Contract, (B) any Contract that involves a sharing of revenues, profits, cash flows, expenses or losses with other Persons and (C) any Contract that involves the payment by any Seller of royalties to any other Person, in each case with respect to the Business, the MicroBoost AI for AG or the Taxon Database;

(vii) any (i) separation agreement, (ii) severance agreement or (iii) other Contract, in each case of (i), (ii) and (iii), providing for the payment of compensation or benefits upon or in connection with this Agreement with any current or former employees under which any Seller has any actual or potential Liability;

(viii) any Contract (A) pursuant to which any other party is granted exclusive rights or "most favored party" rights of any type or scope with respect to any of the Business, the MicroBoost AI for AG or the Taxon Database, Sellers-Owned Intellectual Property, or Lavie's Products; (B) that limits or would limit the freedom of any Seller or any of its respective successors or assigns or their respective Affiliates to (I) engage or participate with any other Person, in any line of business, market or geographic area with respect to Lavie's Products or the Sellers-Owned Intellectual Property, or to grant by any Seller or its Affiliates of exclusive rights or licenses or (II) sell, distribute or manufacture any Lavie's Products or the Sellers-Owned Intellectual Property or to purchase or otherwise obtain any materials, software, components, parts or services relating to Lavie's Products or the Sellers-Owned Intellectual Property; or (C) containing any "take or pay," minimum commitments or similar provisions with respect to Lavie's Products or the Sellers-Owned Intellectual Property;

(ix) all licenses, sublicenses and other Contracts to which a Seller is a party and pursuant to which a Seller acquired or is authorized to use any Intellectual Property owned by a third party, *provided*, *however*, that solely with respect to Evogene, in as much as it relates to the Business and/or MicroBoost AI for AG;

(x) any license, sublicense or other Contract to which a Seller is a party and pursuant to which any Person is authorized to use any Sellers'-Owned Intellectual Property;

(xi) any Contract providing for the development of any technology or Intellectual Property, independently or jointly, either by or for a Seller (other than employee invention assignment agreements) , *provided*, *however*, that solely with respect to Evogene, in as much as it relates to the Business and/or MicroBoost AI for AG;

(xii) any Contract to license or authorize any third party to manufacture, reproduce or license any of the Lavie Products or any of Lavie's Intellectual Property; Contracts that relate to the future disposition or acquisition of material assets or properties of any Seller, or any merger or business combination (other than this Agreement or the Ancillary Agreements), *provided*, *however*, that solely with respect to Evogene, in as much as it relates to the Business and/or MicroBoost AI for AG;

(xiii) any Contract pursuant to which rights of any third party are triggered or become exercisable, or under which any other consequence, result or effect arises, in connection with or as a result of the execution of this Agreement, the other Ancillary Agreements or the consummation of the transactions contemplated hereby and thereby, either alone or in combination with any other event;

(xiv) Contracts relating to settlements of any Litigation or other disputes , *provided*, *however*, that solely with respect to Evogene, in as much as it relates to the Business and/or MicroBoost AI for AG); and

(xv) any other contracts that are material to the Business, the MicroBoost AI for AG, the Taxon Database, the other Transferred Assets or the Assumed Liabilities.

(b) All Material Contracts are in writing. Each Material Contract (i) is valid and binding on the applicable Seller and the counterparties thereto, and is in full force and effect and (ii) shall continue in full force and effect upon consummation of the Transactions, except to the extent that any consents set forth in ***Section 3.3*** of the Disclosure Schedules are not obtained. No Seller is in breach of, or default under, any Material Contract to which it is a party and as of the Agreement Date, no other party to such Material Contract is in breach or default thereunder. None of the Material Contracts have been amended or modified except as set forth therein. Sellers have provided Buyer true, complete and correct copies of all Material Contracts (including all amendments, addenda, exhibits or schedules thereto). With respect to each such Person that is a counterparty to the Material Contracts, (A) there are no outstanding or, to any Seller's Knowledge threatened disputes or controversies with such Person, and (B) such Person has not terminated or, to any Seller's Knowledge, threatened or stated an intention to terminate in writing, or materially decreased or adversely altered, its relationship with a Seller, or, to any Seller's Knowledge, threatened or stated an intention to do any of the foregoing in writing. No Seller has Knowledge of any intent to terminate any Material Contract with Seller, including any customer, partner, distributor or reseller contracts, and has no Knowledge of any possible discontinuance of or non-renewal of any Material Contracts or bases for discontinuance or non-renewal.

Section 4.16 Title to Transferred Assets; Sufficiency of Transferred Assets.

(a) Except as set forth in ***Schedule 4.16(a)*** of the Disclosure Schedules, the Seller has full, good and valid title to, and full ownership of (or, as specified by Seller, a valid leasehold or license interests in), all of the Transferred Assets, free and clear of all Encumbrances (other than Permitted Encumbrances). At the Closing, the Sellers will transfer good and marketable and valid title to the Transferred Assets and upon the Closing, Buyer will acquire good, marketable and valid title to all of the Transferred Assets, free and clear of any Encumbrances. ***Schedule 4.16(a)*** of the Disclosure Schedules contains accurate lists and summary descriptions of all tangible Transferred Assets where the value of an individual item exceeds $3,000 or where an aggregate of similar items exceeds $10,000. All tangible assets and properties which are part of the Transferred Assets are in good operating condition and repair (ordinary wear and tear excepted) and are usable in the ordinary course of business and conform in all material respects to all applicable Laws relating to their construction, use and operation. In no event shall Buyer be responsible for any of the Excluded Liabilities.

(b) The Transferred Assets are sufficient to enable the Buyer to operate conduct and use the Business, the MicroBoost AI for AG or the Taxon Database, in all significant and/or material respects, and in the manner currently conducted by the applicable Seller, to successfully operate, conduct and use the Business, the MicroBoost AI for AG or the Taxon Database in the manner currently conducted by the applicable Seller and as required to be conducted.

Section 4.17 Fair Consideration; No Fraudulent Conveyance. The transfer of the Transferred Assets to Buyer and the assumption of the Assumed Liabilities as contemplated by this Agreement and the other Ancillary Agreements is made in exchange for fair and equivalent consideration, and no Seller is now insolvent nor will be rendered insolvent by the transfer of the Transferred Assets as contemplated by this Agreement and the other Ancillary Agreements. The Sellers are not entering into this Agreement or the Transactions with the intent to defraud, delay or hinder its creditors and the consummation of the Transactions will not have any such effect. The Transaction in and by itself will not give rise to any right of any creditor of any Seller to assert any claim for fraudulent conveyance against Buyer, any of its Subsidiaries or any of the Transferred Assets in the hands of Buyer or any of their respective successors and assigns following the Closing.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Sellers as follows:

Section 5.1 Organization. The Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Israel and has all necessary corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted.

Section 5.2 Authority. The Buyer has the corporate power and authority to execute and deliver this Agreement and each of the Ancillary Agreements to which it will be a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance by the Buyer of this Agreement and each of the Ancillary Agreements to which it will be a party and the consummation by the Buyer of the Transactions have been duly and validly authorized by all necessary corporate action. This Agreement has been, and upon their execution each of the Ancillary Agreements to which it will be a party will have been, duly executed and delivered by the Buyer and, assuming due execution and delivery by each of the other parties hereto or thereto, this Agreement constitutes, and upon their execution each of the Ancillary Agreements to which the Buyer will be a party will constitute, the legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

Section 5.3 No Conflict; Required Filings and Consents.

(a) The execution, delivery and performance by the Buyer of this Agreement and each of the Ancillary Agreements to which it will be a party and the consummation of the Transactions do not and will not:

(i) conflict with or violate the Organizational Documents of the Buyer;

(ii) conflict with or violate any Law applicable to the Buyer or by which any property or asset of the Buyer is bound or affected; or

(iii) conflict with, result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, or require any consent of any Person pursuant to, any material contract or agreement to which the Buyer is a party;

except, in the case of clause (ii) or (iii), for any such conflicts, violations, breaches, defaults, consents or other occurrences that would not, individually or in the aggregate, reasonably be expected to have a Buyer Material Adverse Effect.

(b) Except as explicitly set forth herein, the Buyer is not required to file, seek or obtain any notice, authorization, approval, order, permit or consent of or with any Governmental Authority in connection with the execution, delivery and performance by the Buyer of this Agreement and each of the Ancillary Agreements to which it will be a party or the consummation of the Transactions, except (i) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to have a Buyer Material Adverse Effect or (ii) as may be necessary as a result of any facts or circumstances relating to the Sellers or any of its Affiliates.

Section 5.4 Financing. The Buyer has sufficient unrestricted funds to permit the Buyer to consummate the Transactions and to pay the Closing Payment Amount and the SAFE Payoff Amount, and the Buyer will have, at the applicable time of payment sufficient unrestricted funds to permit the Buyer to pay the Holdback Consideration in accordance with the terms hereof.

Section 5.5 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Buyer.

ARTICLE VI
COVENANTS

Section 6.1 Conduct of the Business Prior to the Closing.

(i) Except as otherwise contemplated by this Agreement, as set forth on ***Section 6.1(a)*** of the Disclosure Schedules, or as may be required by Law, between the date of this Agreement and the Closing Date, unless the Buyer shall otherwise provide its prior written consent, the Sellers shall: (i) operate the Business, the MicroBoost AI for AG (as applicable) and the Taxon Database in the ordinary course of business consistent with past practices, (ii) in each case to the extent related to the Transferred Assets, the Assumed Liabilities or the Business, the MicroBoost AI for AG and the Taxon Database: (A) pay all accounts payable and pay or perform its other obligations when due in accordance with their respective terms, (B) use commercially reasonable efforts consistent with past practices and policies to collect accounts receivable when due and not extend credit outside of the ordinary course of business consistent with past practices, (C) sell the Lavie Products consistent with past practices and expend the same spend in relation to the Lavie Products, use and dispose of the Taxon Microbe Database consistent with past practices and use and grant access to, and license for use the MicroBoost AI for AG consistent with past practices, and (D) use Sellers commercially reasonable efforts consistent with past practices and policies to preserve intact its present business organizations, and preserve its relationships with customers, suppliers, distributors, licensors, licensees, and others having business dealings with it, to the end that the goodwill of the Business shall not be unreasonably impaired at the Closing, (iii) promptly notify the Buyer of any material change, occurrence or material event not in the ordinary course of business, or of any change, occurrence or event that, individually or in the aggregate with any other changes, occurrences and events, would reasonably be expected to be materially adverse to the Business, the MicroBoost AI for AG or the Taxon Database, the other Transferred Assets or the Assumed Liabilities, or cause any of the conditions set forth in Article VIII not to be satisfied; and (iv) notify (A) the Buyer in writing promptly after learning of any Action by or before any Governmental Authority or arbitrator initiated by or against it or threatened (a "New Litigation Claim"), provided that with respect to Evogene, solely to the extent it relates to Business, the MicroBoost AI for AG or the Taxon Database, (B) the Buyer of ongoing material developments in any New Litigation Claim or any litigation claim pending against a Seller as of the Agreement Date, provided that with respect to Evogene, solely to the extent it relates to Business, the MicroBoost AI for AG or the Taxon Database and (C) consult in good faith with the Buyer regarding the conduct of the defense of any New Litigation Claim or any litigation claim pending against the a Seller as of the Agreement Date, provided that with respect to Evogene, solely to the extent it relates to Business, the MicroBoost AI for AG or the Taxon Database.

(b) Except as otherwise contemplated by this Agreement, as set forth in ***Section 6.1(b)*** of the Disclosure Schedules, or as may be required by Law, between the date of this Agreement and the Closing Date, without the prior consent of the Buyer, solely with respect to the Business, the MicroBoost AI for AG, the Taxon Database, the other Transferred Assets or the Assumed Liabilities, no Seller shall, directly or indirectly, do any of the following:

(i) acquire any corporation, partnership, limited liability company, other business organization or division thereof other than in the ordinary course of business, in each case that is material, individually or in the aggregate, to the Business taken as a whole;

(ii) sell, transfer, dispose of or otherwise subject to any Encumbrance (other than Permitted Encumbrances) any Transferred Assets;

(iii) incur any indebtedness for borrowed money, provided that with respect to Evogene, solely to the extent it relates to Business, the MicroBoost AI for AG or the Taxon Database;

(iv) amend or terminate any Material Contract or enter into any Contract that would be a Material Contract if entered into prior to the date hereof;

(v) authorize, or make any commitment with respect to, any single capital expenditure that is in excess of $[***] or capital expenditures that are, in the aggregate, in excess of $[***], provided that with respect to Evogene, solely to the extent it relates to Business, the MicroBoost AI for AG or the Taxon Database;

(vi) transfer any employee of Seller or its Affiliates such that they would fall under the definition of Business Employee, transfer any Business Employee such that they would no longer be included as a Business Employee, hire any Business Employee (except to fill current vacancies set forth on Section 6.1(b)(vi) of the Disclosure Schedule or vacancies arising after the Agreement Date due to the departure of any Business Employee) or terminate any Business Employees;

(vii) grant or announce any increase in the salaries, or other social benefits payable to any Business Employees, other than (A) as required by Law or (B) pursuant to any plans, programs or agreements existing on the date hereof;

(viii) accelerate the collection of any Receivables, provided that with respect to Evogene, solely to the extent it relates to Business, the MicroBoost AI for AG or the Taxon Database;

(ix) implement or adopt any change in any method of accounting or accounting practice or policy affecting the financial statements, except as required by applicable Law or appropriate to conform to changes in statutory or regulatory accounting rules or IFRS or regulatory requirements with respect thereto;

(x) file an application for any additional funding from the IIA or draw any funds which have not yet been drawn under any of the Governmental Grants, provided that with respect to Evogene, solely to the extent it relates to Business, the MicroBoost AI for AG or the Taxon Database;

(xi) make, change or revoke any Tax election, enter into any closing agreement or obtain any Tax ruling, consent to any extension or waiver with respect to any Tax claim, assessment, or Liability, settle or compromise any Tax claim, change its place of residence for Tax purposes, change (or make a request to any Tax Authority to change) any aspect of its method of accounting for Tax purposes, amend any previously filed Tax Return, or (except in a manner consistent with past practice) file any Tax Return;

(xii) (A) commence an Action or (B) settle or compromise any Action, unless all amounts paid in respect thereof are Excluded Liabilities, provided that with respect to Evogene, solely to the extent it relates to Business, the MicroBoost AI for AG or the Taxon Database; or

(xiii) enter into any Contract to do any of the foregoing.

(c) Nothing contained in this Agreement shall give the Buyer, directly or indirectly, rights to control or direct the operations a Seller. Prior to the Closing Date, the Sellers shall, and shall cause their respective Affiliates to, exercise, consistent with the terms and conditions of this Agreement, and consistent with past practices, complete control and supervision of their respective businesses. Notwithstanding anything to the contrary in this Agreement, no consent of the Buyer shall be required with respect to any matter set forth in this Section 6.1 or elsewhere in this Agreement to the extent that the requirement of such consent would violate or conflict with Law, *provided*, *however*, that in such case, the applicable Seller shall provide the Buyer with a prior written notice before taking any action covered under this Section 6.1 and consult with the Buyer with respect to such action.

Section 6.2 Covenants Regarding Information.

(a) From the date hereof until the Closing Date, upon reasonable notice and subject to the limitations of any applicable Law, the Sellers shall afford the Buyer and its Representatives reasonable access to the properties, offices, plants and other facilities, books and records of the Sellers to the extent relating to the Business, the MicroBoost AI for AG, the Taxon Database, the other Transferred Assets and the Assumed Liabilities for any reasonable purpose related to this Agreement, the Ancillary Agreements and the Transactions; provided, however, that any such access shall be conducted at the Buyer's expense, during normal business hours, under the supervision of the applicable Seller's personnel and in such a manner as not unreasonably to interfere with the normal operations of the Sellers.

(b) In order to facilitate the resolution of any claims made against or incurred by the Buyer, for a period of seven years after the Closing, the Sellers shall (i) retain the books and records relating to the Business the MicroBoost AI for AG, the Taxon Database, the Transferred Assets and the Assumed Liabilities relating to periods prior to the Closing which shall not otherwise have been delivered to the Buyer and (ii) upon reasonable notice, afford the Representatives of the Buyer reasonable access (including the right to make, at the Buyer's expense, copies), during normal business hours, to such books and records.

Section 6.3 Notification of Certain Matters. Until the Closing, each party hereto shall promptly notify the other party in writing of any fact, change, condition, circumstance or occurrence or nonoccurrence of any event of which it is aware that will or is reasonably likely to result in any of the conditions set forth in Article VIII of this Agreement becoming incapable of being satisfied.

Section 6.4 Employee Matters

(a) Concurrently with the execution and delivery of this Agreement, each of the Key Employees has executed and delivered to the Buyer the Key Employee Employment Agreements to be effective as of, and conditional upon, the Closing.

(b) As promptly as practicable following the entry of this Agreement, the Buyer (or an affiliate thereof) shall, in coordination with the Sellers, deliver to each Additional Employee an Additional Employee Employment Agreement, and as a condition to the Buyer to consummate the Closing, each Additional Employee shall execute and deliver to Buyer his or her Additional Employee Employment Agreement, to be effective as of, and conditional upon, the Closing (provided, that this condition shall be deemed satisfied if not more than two Additional Employee fails to execute his or her Additional Employee Employment Agreements or rescinds his or her Additional Employee Employment Agreements prior to the Closing).

(c) The Sellers shall provide such reasonable cooperation and assistance to Buyer in the solicitation of the Offered Employees consent to execute their respective Offered Employees Employment Agreements. Promptly after signing the Agreement, Sellers shall transfer to the Buyer all personal files and records related to the Business Employees.

(d) Not later than upon the Closing, each Seller shall terminate all employment agreements and other arrangements with each of the Hired Employees employed by such Seller, effective as of the Closing Date, and each Hired Employee shall execute and deliver to the applicable Seller and the Buyer a Waiver and Release Letter, in substantially the form attached hereto as ***Schedule 6.4(d)*** of the Disclosure Schedules ("Waiver and Release Letter").

(e) Each Seller shall be liable to and shall timely pay in the time required by Law and/or a Contract any and all payments owing to the Hired Employees according to any applicable Law and/or Contract in connection with their employment or engagement with any Seller and the termination thereof in accordance with the Waiver and Release Letter. Each Seller shall pay and release to all Hired Employees employed or engaged by such Seller any and all applicable payments or rights, including, without limitation, salaries and compensation, prior notice or payment in lieu of prior notice, retention bonuses, accrued bonuses, commissions and incentives, redemption of unused vacation days and recreation pay, employer's social security matching funds, workers' compensation payments, release of education funds, release of pension funds and managers' insurance policies, severance pay funds, and any other funds, (including with respect to stock options or similar equity rights granted to such Hired Employee in any Seller ("Employee Options") to which any of such Hired Employees is entitled through the Closing (by applicable Law, custom or Contract), and pay to such Hired Employee the balance of severance pay, if any and solely with respect to such Hired Employees, if any, which are not subject to full Section 14 of the Severance Law, payable to him or her and provide equitable compensation with respect to Employee Options. Each Seller shall complete and file any necessary forms and documents (including Form 161, release letter and notice of employment term) including with respect to deceleration according to applicable Law, custom or Contract for all such Hired Employee.

(f) It is hereby acknowledged and agreed that to the extent that any of the amounts accumulated under any of the insurance or other funds to which any Seller has previously made contributions with respect to any such Hired Employee (including any pension fund, Managers' Insurance, or advanced study fund) are not sufficient at Closing to cover all such amounts to which any Hired Employee is entitled through the Closing (whether by Law or Contract) (a "Seller Existing Funds"), the applicable Seller shall, without any consideration or adjustment of the Purchase Price, make cash payments with respect to any such deficiency so that such Seller Existing Funds are sufficient at Closing to cover all such amounts to which any Hired Employee is entitled through the Closing (whether by Law or Contract).

(g) Each Seller shall retain all obligations and Liabilities (including, without limitation, any and all prior notice payments and other employment and severance benefits as is required by applicable Law, custom or Contract, as well as Liability with respect to employee stock options) related to the employment (and termination, if applicable) of any Seller employee that accrued before, during or after the Closing Date; *provided, however*, that any Liability with respect to any Hired Employees relating to the agreements between Buyer (or an affiliate thereof) and such Hired Employees following the Closing Date shall be Buyers (or an affiliate thereof).

(h) Notwithstanding the foregoing, each Offered Employee (which shall not include any of the Key Employees) who is engaged directly by a Seller and who under applicable Law or Contract cannot be terminated by the applicable Seller in accordance with the above (a "Non-Transferable Employee") shall remain an employee of the applicable Seller until such limitation is eliminated, and not more than 60 days following the Closing Date (the "Limitation Period"), and: (i) during the Limitation Period shall be employed by the applicable Seller, and shall be allocated by Seller (as applicable) for provision of services to Buyer, which shall bear direct costs associated with the employment or of such employee solely during the Limitation Period, and (ii) immediately following the end of the Limitation Period, such employee shall become an employee of the Buyers (or an affiliate thereof) subject to all documents and approvals and the termination of his or her employment agreement with the applicable Seller shall be adjusted respectively. All respective provisions under the Agreement shall apply to the Non-Transferable Employees mutatis mutandis during the Limitation Period (including without limitation release from any non-compete/solicit and confidentiality obligations).

(i) Buyer is not obligated to retain any employment terms including the benefit plans of the Hired Employees. The Hired Employees shall not retain any previous employment period or rights with the Buyer (or any Affiliate thereof).

(j) Nothing in the employment agreement or other Contracts between any Hired Employee and a Seller limit or restrict such Hired Employee from serving as an employee of the Buyer (or any affiliate thereof). As of the Closing Date, the Hired Employees will be relieved and released from any non-compete/solicit and confidentiality obligations owed to any Seller (and any affiliate thereof) and the Seller shall have no claim towards the Buyer or anyone on its behalf with respect to solicitation, inducement of breach of contract or any compensation.

(k) Notwithstanding anything to the contrary, Buyer shall have no responsibility, Liability or other obligation hereunder related in any way to Seller's employment or termination of employees or related in any way to Business Employees Buyer does not hire pursuant hereto. Buyer shall have no responsibility, Liability or other obligation hereunder related in any way to Hired Employees' termination process carried out solely by the Seller.

(l) Notwithstanding anything to the contrary in this Agreement, it is hereby agreed with effect as of the Closing Date:

1. Each of the Sellers, jointly and severally with the other Sellers, will indemnify the Buyer and anyone on its behalf for any expense incurred by the Buyer or any affiliate thereof in respect of any Claims, Actions and Liabilities, of any kind and nature, related to the employment of the Hired Employees by any of the Sellers relating to the period prior to the Closing Date, including without limitation, all wage payments, annual vacation leave, recuperation payments, sick leave, travel expenses, wage differences, overtime payments, social allocations, payments to pension funds and/or insurance and/or study fund, bonuses, commissions, awards, options or any other securities, any payment or compensation under section 134 of the Israeli Patent Law (1967), any payment under section 5 to the Wage Protection Law (1958), severance pay or completion of severance pay in respect of the Hired Employees' employment until the Closing Date, or any rights or other benefits to which the Hired Employees is entitled due to or as a result of their employment and termination with any Seller, whether under their employment agreements with a Seller or applicable Law; and

2. Each of the Sellers, jointly and severally with the other Sellers, will indemnify the Buyer and anyone on its behalf for any expense incurred by the Buyer or any affiliate thereof in respect of any Claims, Actions and Liabilities, of any kind and nature, related to the employment of Seller's employees who are not deemed Hired Employees, for their employment period by the Seller and/or the Transaction (including, without limitation, because they did not receive an offer to become Hired Employees or did not agree to become Hired Employees).

(m) No Third-Party Beneficiaries. Nothing herein express or implied by this Agreement shall confer upon any Business Employee, or legal representative thereof, any rights or remedies, including any right to employment or benefits for any specified period, of any nature or kind whatsoever, under or by reason of this Agreement.

Section 6.5 Non-Competition; Non-Solicitation.

(a) For a period of [***] the Sellers will not, and will cause their respective Affiliates not to, participate or engage in, or hold any ownership interest in any Person who engages in, [***].

(b) [***].

(c) Notwithstanding the aforesaid, in the event that a third party acquirer shall acquire (in a single transaction or a series of related transactions) either control over Evogene (either by sale of shares, merger consolidation or otherwise) or purchase all or substantially all of the assets of Evogene, then (i) as a condition to such change of control or sale, the third party acquirer shall assume Evogene undertakings under this Agreement, including this Section 6.5, and (ii) the restrictions set forth in this Section 6.5 shall not apply to such third party acquirer or to any of its Affiliates (other than the Sellers and their respective other Affiliates (i.e. Affiliates that were Affiliates of the applicable Seller prior to such acquisition)) with respect to any activities which do not rely on (including by reference to) the Transferred Assets, including, for the avoidance of doubt, MicroBoost AI for AG and/or the Taxon Database.

Section 6.6 Confidentiality.

(a) From and after the date hereof, each party (the "Receiving Party") shall, and shall cause its Representatives to, keep confidential and not disclose to any other Person or use for any purpose, other than as expressly permitted by this Agreement, any Confidential Information of the other party (the "Disclosing Party"). "Confidential Information" means all formation of a confidential or proprietary nature (whether or not specifically labeled or identified as "confidential"), in any form or medium, that relates to the business, products, services, research, or development of the Disclosing Party or its suppliers, distributors, customers, independent contractors or other business relations, including: (i) the terms of this Agreement and the Ancillary Agreements, (ii) internal business information (including historical and projected financial information, business strategies, information regarding operations, products and product development, marketing plans, customer and supplier lists and information), (iii) identities of, and information relating to, suppliers, customers, prospective customers, business relations, (iv) pricing policies, methods of doing business, and information about the Transferred Assets, including the Business, the MicroBoost AI for AG, and the Taxon Database, and (v) other technical, business, and operational information (including trade secrets), whether tangible or intangible.

(b) Notwithstanding the foregoing, the term "Confidential Information" shall not include information that: (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in breach of this Section; (b) becomes available to the Receiving Party from a source other than the Disclosing Party or its Representatives, provided that such source was not bound by a confidentiality agreement with, or any of the contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party; (c) was within the Receiving Party's possession prior to it being furnished to the Receiving Party by or on behalf of the Disclosing Party, provided that the source of such information was not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party; or (d) was independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party.

(c) Each party may disclose Confidential Information of the other party: (i) to its directors, officers, employees, and financial, tax, and legal advisors and other Representatives (each of whom is subject to an obligation of confidentiality with at least as high a standard as those imposed hereunder); (ii) to any Governmental Authority in connection with tax reports and filings; (iii) as required by applicable Law or to comply with stock market regulations actually applicable to such party or to any Governmental Authority or administrative agency to the extent required in compliance with applicable Law or to comply with stock market regulations actually applicable to such party (provided that the Receiving Party shall provide the Disclosing Party, if feasible according to the provisions of applicable Law or stock exchange regulations, with prior written notice thereof accompanied by a copy of such required disclosure, so that the Disclosing Party may propose its comments to be considered in good faith by the Receiving Party and provided, further, that the Receiving Party shall furnish only that portion of such information which the Receiving Party is legally compelled to disclose); and (iv) in connection with the exercise of any remedies hereunder or any Action relating to this Agreement or the transactions contemplated hereby.

(d) It is being acknowledged and agreed that following the Closing (and subject thereto), any information disclosed to the Buyer by any Seller (or on any Seller's behalf) relating to or in connection with Business and/or MicroBoost AI for AG and/or the Taxon Database and/or an other Transferred Asset or Assumed Liability shall be deemed a Confidential Information of the Buyer.

(e) Upon termination of this Agreement, the Receiving Party shall, and shall cause its Representatives to, promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party and all copies thereof, and if requested, shall certify in writing to the Disclosing Party that such Confidential Information has been returned or destroyed; *provided*, *however*, that the Receiving Party may retain copies of such Confidential Information (a) to the extent required by applicable Law or professional standards, or (b) that are automatically stored on electronic backup media pursuant to standard backup procedures where deletion is not feasible, but such retained copies shall remain subject to the confidentiality obligations under this Section 6.6.

(f) The confidentiality obligations set forth in this Section 6.6 shall remain in effect for a period of five (5) years following the Closing or, if this Agreement is terminated, for a period of five (5) years following such termination; provided, however, that the confidentiality obligations related to any trade secrets shall continue for so long as such information qualifies as a trade secret under applicable Law.

(g) Without derogating from the provisions of Section 6.2(a) through Section 6.2(f) above, the Sellers shall not, and shall cause their Representatives and their respective Subsidiaries and their Representatives not to, issue any press release or other public communications relating to the terms of this Agreement, the Ancillary Agreements or the Transactions or use the Buyer's name or refer to the Buyer directly or indirectly in any media interview, advertisement, news release, press release or professional or trade publication, or in any print media, whether or not in response to an inquiry, without the prior written approval of the Buyer, unless required by applicable Law (in which event a satisfactory opinion of counsel to that effect shall be first delivered to the Buyer prior to any such disclosure and provided, that in such case, the applicable Seller shall provide the Buyer with prior written notice thereof so that the Buyer may seek an appropriate protective order or other appropriate remedy, and the Sellers shall reasonably cooperate with the Buyer and its affiliates in connection therewith and provided, further, that, in the event that a protective order or other remedy is not obtained, the Sellers shall furnish only that portion of such information which, based on the advice of their counsel, the applicable Seller is legally compelled to disclose and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded any such information so disclosed) and except as reasonably necessary for the Sellers and except as reasonably necessary for the Sellers to obtain the consents and approvals of third parties contemplated by his Agreement or any Ancillary Agreement, which shall be coordinated with the Buyer. Notwithstanding anything to the contrary in this Agreement, the filing of this Agreement (including by way of a description as well as an exhibit thereto) as part of Evogene's Annual Report on Form 20-F, to the extent required under applicable securities laws and regulations, shall not require the prior written consent of Buyer, provided, however, that (i) Evogene shall notify Buyer at least 48 hours prior to such publication (for the first time such publication is made, and thereafter, only to the extent that the wording of the original publication changes), (ii) any description or summary of the terms of this Agreement, any Ancillary Agreement or the Transactions shall require the prior written consent of Buyer (not to be unreasonably delayed withheld or conditioned, taking into account Evogene's regulatory reporting obligations). The parties agree and acknowledge that the Buyer may issue a press release announcing the Transactions contemplated hereunder following execution of this Agreement.

Section 6.7 Consents and Filings; Further Assurances.

(a) Each of the parties shall use all commercially reasonable efforts to take, or cause to be taken, all appropriate action to do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the Transactions as promptly as practicable, including to (i) obtain from Governmental Authorities all consents, approvals, authorizations, qualifications and orders as are necessary for the consummation of the Transactions and (ii) promptly make all necessary filings, and thereafter make any other required submissions, with respect to this Agreement required under any applicable Law.

(b) As the Buyer desires that after the Closing the Buyer will have the ability to use and otherwise exploit the Transferred Assets, including all Sellers' Intellectual Property, without requirement to make payment to the IIA by way of royalties or otherwise (with the exception of payments related to (i) the manufacture anywhere in the world of any products arising from, related to, or using such IIA funded Intellectual Property or any part thereof (if any); or (b) transfer (if any) of such IIA funded Intellectual Property or any part thereof outside of Israel), each of Lavie and Evogene shall, prior to the Agreement Date, submit to the IIA the IIA Application and shall take all other actions required to in order to obtain the IIA Transfer Approval and deliver a copy thereof to Buyer. Each of the Sellers shall coordinate the preparation, content and filing of any submissions that may be necessary, proper or advisable to obtain the IIA Transfer Approval with the Buyer and enable Buyer to participate in all discussions and meetings relating thereto. Buyer shall provide the IIA with all reasonable undertakings required by the IIA in order to obtain the IIA Transfer Approval on the basis contemplated by this Agreement.

(c) Each of the parties shall promptly notify the other party of any communication it or any of its Affiliates receives from any Governmental Authority relating to the matters that are the subject of this Agreement and permit the other party, to the extent permissible by law to review in advance any proposed communication by such party to any Governmental Authority. No party to this Agreement shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry unless, to the extent permissible by law, it consults with the other party in advance and, to the extent permitted by such Governmental Authority, gives the other party the opportunity to attend and participate at such meeting. Subject to the Confidentiality Agreement, to the extent permissible by law, the parties will coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other party may reasonably request in connection with the foregoing. Subject to the Confidentiality Agreement, to the extent permissible by law, the parties will provide each other with copies of all correspondence, filings or communications between them or any of their Representatives, on the one hand, and any Governmental Authority or members of its staff, on the other hand, with respect to this Agreement and the Transactions. Provided that the foregoing shall not apply with respect to any matter which could potentially create a conflict of interest between the Buyer and Seller, or could be the basis for any breach of any representation or covenant set forth herein.

(d) Notwithstanding anything to the contrary herein, it is expressly understood and agreed that: (i) Buyer shall not have any obligation to litigate or contest any Action challenging any of the Transactions as violative of any applicable Law and (ii) Buyer shall be under no obligation to proffer, make proposals, negotiate, execute, carry out or submit to agreements or orders providing for (A) the sale, transfer, license, divestiture, encumbrance or other disposition or holding separate (through the establishment of a trust or otherwise) of any assets, categories of assets, operations or categories of operations of Buyer or any of its Affiliates, (B) the discontinuation of any product or service of Buyer or any of its Affiliates, (C) the licensing or provision of any technology, software or other Intellectual Property Rights of Buyer or any of its Affiliates to any Person, (D) the imposition of any limitation or regulation on the ability of Buyer or any of its Affiliates to freely conduct their business or own their respective assets or (E) any actions that are not conditions on the occurrence of the Closing.

Section 6.8 Use of Names. The Sellers are conveying full ownership rights and title to Buyer, and granting the Buyer a perpetual exclusive license to use any of the trade names, trademarks, service marks, logos or domain names of the Sellers (including the name "Lavie" and the "MicroBoost AI for AG" and any trade names, trademarks, service marks, domain names, and trade dress and registrations with respect to the Business and/or the MicroBoost AI for AG and/or the Taxon Database, and applications to register any of the foregoing) and, after the Closing, Buyer shall have full ownership and all rights and title to such trade names, trademarks, service marks, logos or domain names. For the avoidance of doubt Evogene shall be entitled to continue to use the "MicroBoost AI" tradename, trademarks, service marks and logos with respect to predictive computational platforms for uses outside of agriculture.

Section 6.9 Refunds and Remittances. After the Closing, if any Seller or any of their respective Subsidiaries receive any refund or other amount that is a Transferred Asset or is otherwise properly due and owing to the Buyer in accordance with the terms of this Agreement or the Ancillary Agreement, the applicable Seller shall promptly remit, or shall cause to be remitted, such amount to the Buyer. Similarly, if after the Closing, the Buyer or its Subsidiaries receive any refund or other amount that relates to the Business or the Transferred Asset for products sold or services provided prior to the Closing, the Buyer shall promptly remit, or shall cause to be remitted, such amount to the applicable Seller.

Section 6.10 Bulk Transfer Laws. Each of the parties hereto hereby waives compliance with the provisions of any so-called "bulk transfer laws" of any jurisdiction in connection with the sale of the Transferred Assets to the Buyer. Notwithstanding anything to the contrary, Sellers are responsible to pay in full, and shall ensure it pays in full, any and all Liabilities associated with the Business, the MicroBoost AI for AG or the Taxon Database, other than the Assumed Liabilities.

Section 6.11 Transaction Expenses. The Sellers shall pay all fees, costs and expenses incurred or payable by any Seller or any of its Affiliates in connection with the Transactions, including the negotiation, preparation and/or execution of this Agreement and the Ancillary Agreements and the performance or consummation of the Transactions by Sellers, and the Buyer shall pay all fees, costs and expenses incurred or payable by the Buyer or any of its Affiliates in connection with the Transactions, including the negotiation, preparation and/or execution of this Agreement and the Ancillary Agreements and/or the performance or consummation of the Transactions by Buyer.

Section 6.12 Transition Services.

(a) After the Closing, the Sellers shall provide reasonable access during regular working days/hours to Buyer with respect to any Seller's system which is in good faith required by the Buyer to assist and provide for the smooth transition of the Transferred Assets to the Buyer, including with respect to migration of all applicable data primarily related to the Business, MicroBoost AI for AG, the Taxon Database and the other Transferred Assets (including but not limited to customers, vendors, marketing, support and operations) and to the extent it constitutes a Transferred Asset until all such data and assumed fixed assets and support services which constitute Transferred Assets are migrated to the Buyer, in each case for a period not to exceed [***] from the Closing Date at no cost to the Buyer. Both parties will work in good faith during the transition period to transfer all the assets that constitute Transferred Assets that are not transferred at the Closing (if any).

(b) Without derogating from the aforesaid, after the Closing, Lavie and Evogene shall provide the Buyer with the services set out in the Transition Services Agreement and shall carry out and execute all obligations thereunder in a timely, professional and efficient manner, and at least at the same level employed and or implemented by Lavie immediately prior to the Agreement Date.

Section 6.13 Third-Party Consents; Termination of Certain Agreements.

(a) Prior to the Closing and following consultation with the Buyer, the Sellers shall obtain and deliver to the notices, consents, waivers and approvals described in ***Schedule 6.13*** of the Disclosure Schedules (which also identified the applicable Seller) (the "Third-Party Consents"), in form and substance reasonably satisfactory to the Buyer required in connection with the Transactions.

(b) Each party hereto that is party to a Contract set forth on ***Schedule 6.13*** of the Disclosure Schedules (the "Terminated Agreements") hereby agrees that, notwithstanding anything to the contrary in any such Terminated Agreement, and effective as of and subject to the Closing (i) each of the Terminated Agreements are terminated and of no further force and effect (including any provisions of any such Terminated Agreement that, by its terms, survive such termination) effective as of immediately prior to the Closing and (ii) upon such termination neither the Sellers (or any of its Affiliates) nor the Buyer shall have any further obligations or Liabilities under each such Terminated Agreement. Without limiting the generality of the foregoing, the parties hereto who are parties to any Terminated Agreement hereby agree to promptly execute and deliver all additional agreements, documents or instruments, take, or cause to be taken, all actions and provide, or cause to be provided, all additional information or other materials as may be necessary or reasonably advisable, in each case, as reasonably determined by Buyer, to effect the foregoing termination of the Terminated Agreements.

Section 6.14 Assignment of Revenue received from [***] Agreement. [***].

Section 6.15 Without derogating from the provisions of Section 6.5 hereof, Evogene undertakes, and shall cause its Affiliates, not to use, further develop, or otherwise exploit in any manner, MicroBoost AI (or any previous version or derivative work of MicroBoost AI) or any other Excluded Asset, for any purpose in the field of agriculture which is substantially similar to the Business, or for any purpose within the field of agriculture or for agriculture use or the development of any products or services for agriculture, or allow any third party to do any of the foregoing.

Section 6.16 Sale of [***] Assets.

(a) Promptly, but in any event within [***].

(b) [***]

(c) [***]

Section 6.17 Buyer Side Letter. The parties will enter into a Side Letter, in the form attached hereto as **Exhibit T**, with respect to the [***].

Section 6.18 [***].

ARTICLE VII
TAX MATTERS

Section 7.1 Cooperation. The Buyer and the Seller shall: (a) provide assistance to the other party as reasonably requested in preparing and filing Tax Returns with respect to the Business, or the Transferred Assets or the Assumed Liabilities and responding to related audits or disputes with Tax authorities; (b) make available to each other party as reasonably requested all information, records, and documents relating to Taxes of the Business, or the Transferred Assets; (c) retain any books and records that could reasonably be expected to be necessary or useful in connection with any preparation by the other party of any Tax Return, or for any audit, examination, or proceeding relating to Taxes, with respect to the Business, or the Transferred Assets; and (d) cooperate fully, as and to the extent reasonably requested by the other party, in connection with any audit, litigation or other proceeding with respect to Taxes of the Business, or the Transferred Assets.

Section 7.2 Transfer Taxes. The Sellers shall timely pay any and all excise, sales, value added, use, registration, stamp, land transfer and similar Taxes, levies, charges and fees imposed by applicable Law ("Transfer Taxes") and prepare and file all Tax Returns with respect to any Transfer Taxes. If applicable Law requires the Buyer to pay any Transfer Tax or file any such Tax Returns, the Buyer shall do so, and the Seller shall promptly reimburse the Buyer for the amount of any such Transfer Taxes (including, for the avoidance of doubt, value added under the VAT Law) and the expenses of preparing such Tax Returns.

Section 7.3 Certain Information. In no event shall this Agreement be interpreted to give any Person any right to receive or review any Tax Returns, Tax information, workpapers or similar information of the Seller or any of its Affiliates.

Section 7.4 Purchase Price Allocation. No later than 5 Business Days after the Closing, the Sellers and Buyer shall cooperate to mutually agree upon allocation of the Purchase Price (and other amounts treated, for U.S. federal income Tax purposes and applicable state, local, and non-U.S. Tax purposes, as consideration paid by the Buyer to the Sellers pursuant to this Agreement) among the Transferred Assets and the Assumed Liabilities in a manner consistent with Section 1060 of the Code and the Treasury Regulations promulgated thereunder ("Sellers' Draft Allocation"). If agreed, all of the Parties agree to file all applicable returns, Tax reports, elections, information statements and financial statements consistent with such allocation. Buyer and the Sellers shall not take any action or make any filing inconsistent with the agreed allocation of the Purchase Price, except to the extent otherwise required under applicable Law. If Buyer and Seller are unable to mutually agree on the price allocation with resect to assets which are purchased from Lavie, each party reserves the right to disagree. Any study performed pursuant to this Section 7.4 will be conducted by the Buyer's external specialist and any related costs will be paid by the Buyer.

ARTICLE VIII
CONDITIONS TO CLOSING

Section 8.1 General Conditions. The respective obligations of the Buyer and the Sellers to consummate the Transactions shall be subject to the fulfilment, at or prior to the Closing, of each of the following conditions, any of which may, to the extent permitted by applicable Law, be waived in writing by either party in its sole discretion (provided, that such waiver shall only be effective as to the obligations of such party):

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) that is then in effect and that enjoins, restrains, makes illegal or otherwise prohibits the consummation of the Transactions; and

(b) (A) the execution and the delivery of this Agreement and the Ancillary Agreements and the consummation of the Transactions shall have been approved by the Israeli Competition Authority, and (B) any other applicable waiting periods (and any extensions thereof) or consents, waivers or approvals required under any applicable Law relating to the Transactions shall have expired or been terminated or obtained, as applicable, in each case of (A) and (B) without the imposition of any Action of Divestiture. For the purposes hereof, "Action of Divestiture" means (a) any license, sale or other disposition or holding separate (through establishment of a trust or otherwise) of any shares of its (or its subsidiaries' or Affiliates') share capital or of any of Buyer's and its Affiliates or their respective businesses, assets or properties, (b) the imposition of any limitation on the ability of the Buyer or its Affiliates to conduct their respective businesses or own any share capital or assets or to acquire, hold or exercise full rights of ownership of their respective businesses or assets and, or (c) the imposition of any impediment on the Buyer or its Affiliates under any statute, rule, regulation, executive order, decree, order or other legal restraint governing competition, monopolies or restrictive trade practices.

Section 8.2 Conditions to Obligations of the Sellers. The obligations of the Sellers to consummate the Transactions shall be subject to the fulfilment, at or prior to the Closing, of each of the following conditions, any of which may be waived in writing by the Sellers:

(a) The representations and warranties of the Buyer contained in Article V shall be true and correct in all respects (without giving effect to any limitation or qualification as to "materiality" (including the word "material") or "Buyer Material Adverse Effect" set forth therein) as of the Closing Date, or in the case of representations and warranties that are made as of a specified date, such representations and warranties shall be true and correct as of such specified date.

(b) The Buyer shall have performed in all respects all obligations and agreements and complied in all material respects with all covenants and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing, including by executing the Grant Back License in a form mutually agreed by the Parties hereto.

(c) There shall not have occurred a Buyer Material Adverse Effect.

Section 8.3 Conditions to Obligations of the Buyer. The obligations of the Buyer to consummate the Transactions shall be subject to the fulfilment, at or prior to the Closing, of each of the following conditions (in all cases, by all of the Sellers), any of which may be waived in writing by the Buyer in its sole discretion:

(a) The representations and warranties of the Sellers contained in Article III and Article IV, shall be true and correct in all material respects (without giving effect to any limitation or qualification as to "materiality" (including the word "material"), "Seller Material Adverse Effect" or "Business Material Adverse Effect" set forth therein) as of the Closing Date, or in the case of representations and warranties that are made as of a specified date, such representations and warranties shall be true and correct as of such specified date.

(b) The Sellers shall have performed in all respects all obligations and agreements and complied in all material respects with all covenants and conditions required by this Agreement to be performed or complied with by them prior to or at the Closing.

(c) The Buyer shall have received from each Seller a certificate certifying the fulfilment of the conditions set forth in Section 8.3(a) and Section 8.3(b), signed by a duly authorized officer of each Seller.

(d) No Court Order issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition limiting or restricting Buyers's ownership, conduct or operation of the Business and the Transferred Assets following the Closing shall be in effect, and no Action seeking any of the foregoing, in connection with the Transactions or prohibiting or limiting the consummation of the Transactions shall be pending or threatened.

(e) The Buyer shall have received each of the items required to be delivered to it pursuant to Section 2.2(c).

(f) (A) [***] shall have signed the Offered Employee Employment Agreements, and no action shall have been taken to rescind or terminate any such agreement, (B) [***] shall have remained continuously employed with the applicable Seller from the Agreement Date through the Closing and no action shall have been taken to terminate the employment of such employees and no such employee has expressed to the Buyer or any of the Sellers an intention (whether formally or informally) prior to Closing to resign on or following the Closing.

(g) The Buyer shall have received, at or prior to the Closing, the IIA Transfer Approval to its full satisfaction.

(h) The Buyer shall have received, prior to the Closing, all the Third-Party Consent to its full satisfaction.

Section 8.4 Frustration of Closing Conditions. No party may rely on the failure of any condition set forth in this Article VIII to be satisfied if such failure was caused by such party's failure to use efforts to cause the Closing to occur as required by Section 6.7.

ARTICLE IX
INDEMNIFICATION

Section 9.1 Survival of Representations, Warranties and Covenants.

(a) All representations and warranties of the Sellers and the Buyer contained in this Agreement shall survive the Closing for a period of 24 months after the Closing Date ; *provided*, *however*, that the representations and warranties of the Sellers contained in Sections 4.9 ("Intellectual Property") and 4.10 ("Data Privacy and Protection") of this Agreement (collectively, the "Intellectual Property Representations") and the Fundamental Representations shall survive until the expiration of the applicable statute of limitations, and (ii) representations and warranties in the case of Fraud shall survive indefinitely.

(b) The covenants and agreements of the Sellers and the Buyer contained in this Agreement, in the Ancillary Agreements and in any certificate delivered pursuant hereto or thereto shall terminate on the Closing Date, except for those covenants and agreements that by their terms contemplate performance in whole or in part after the Closing or contemplate survival beyond the Closing Date, which shall survive for a period of 120 days following the date by which such performance was actually completed.

(c) The survival periods set forth in Section 9.1(a) and Section 9.1(b) are in lieu of, and the parties expressly waive, any otherwise applicable statute of limitations, whether arising at law or in equity. No claim for breach of any representation, warranty, covenant or agreement may be brought after expiration of the applicable survival period set forth in Section 9.1(a) and Section 9.1(b).

Section 9.2 Indemnification by the Sellers.

(a) From and after the Closing, the Sellers, jointly and severally, shall indemnify and hold harmless the Buyer, its Affiliates, and its and their respective shareholders, officers, directors, employees and agents, and successors and assigns of each of the foregoing (collectively, the "Buyer Indemnified Parties") from and against any claims, losses, damages, Liabilities, settlements, judgments, awards, penalties, fines, costs or expenses (including reasonable legal, expert and consultant fees and expenses), including costs of enforcement (hereinafter collectively, "Losses"), to the extent resulting from, arising out of or in connection with:

(i) any breach of any representation or warranty made by any Seller contained in Article III or Article IV or any Ancillary Agreement or of any other certificate or document delivered pursuant to the terms hereof and thereof or otherwise in connection with the Transactions;

(ii) any breach of any covenant or Contract of any Seller contained in this Agreement, any Ancillary Agreement ;

(iii) any Excluded Liability;

(iv) any Liability of any Seller which is not an Assumed Liability;

(v) any Liability in connection with the IIA Grants;

(vi) any Liability arising out of or relating to any of the matters listed on ***Schedule 9.2(a)(vi)*** of the Disclosure Schedules; and

(vii) and Fraud by or on behalf of any Seller.

(b) Materiality and knowledge standards or qualifications, or requirements that a matter be or not be "reasonably expected" or "reasonably likely" to occur and qualifications by reference to the defined term "Material Adverse Effect" in any representation, warranty, covenant, agreement or obligation shall not be taken into account in determining (solely for indemnification purposes hereunder and not for purposes of satisfying any closing condition or determining whether any fraud, intentional breach or willful misconduct has occurred) the amount of any Losses with respect to such breach, default or failure to be true and correct.

(c) No Indemnified Party shall be required to show reliance on any representation, warranty, certificate or other agreement in order for such Indemnified Party to be entitled to indemnification, compensation or reimbursement hereunder.

(d) If an Indemnified Party's claim under Section 9.2(a) may be brought under different sections of Section 9.2(a), then such Indemnified Party shall have the right to bring such claim under any applicable section it chooses in accordance with Section 9.2(a) (or any combination thereof); *provided*, *however*, that in no event shall any Indemnified Party be entitled to double recovery of the same amount and type of Losses with respect to any particular incident, fact or event which resulted in Losses that are recoverable under Section 9.2(a), regardless of whether there were breaches of more than one representation, warranty, covenant, agreement, obligation or otherwise.

Section 9.3 Indemnification by the Buyer. From and after the Closing, the Buyer shall indemnify and hold harmless: (i) each Seller and its Affiliates, and their respective officers, directors, employees, agents, successors and assigns (collectively, the "Seller Indemnified Parties"), from and against any and all Losses to the extent resulting from, arising out of or in connection with:

(a) any breach of any representation or warranty made by the Buyer contained in Article V;

(b) any breach of any covenant or agreement of the Buyer contained in this Agreement;

(c) any Assumed Liability; and

(d) any Fraud by or on behalf of Buyer.

Section 9.4 Procedures.

(a) In order for a Buyer Indemnified Party or Seller Indemnified Party (the "Indemnified Party") to be entitled to any indemnification provided for under this Agreement as a result of a Loss or a claim or demand made by any Person against the Indemnified Party (a "Third Party Claim"), such Indemnified Party shall deliver a written notice thereof to the party against whom indemnity is sought (the "Indemnifying Party") promptly after receipt by such Indemnified Party of written notice of the Third Party Claim (in case indemnification is sought for a Third Pary Claim), describing in reasonable detail (i) the facts giving rise to any claim for indemnification hereunder, (ii) the amount or method of computation of the amount of such claim, (iii) each individual item of Loss included in the amount so stated, to the extent known, (iv) the date such item was paid or accrued, to the extent known and applicable, and (v) the nature of the breach of representation, warranty, covenant or agreement with respect to which such Indemnified Party claims to be entitled to indemnification hereunder (all of the foregoing, the "Claim Information"), and shall provide any other reasonably available supporting information with respect thereto as the Indemnifying Party may reasonably request (to the extent that receipt of such information does not affect any privilege relating to the disclosing party and subject to execution by the requesting party of the disclosing party's standard non-disclosure agreement to the extent that such materials contain confidential or proprietary information). The failure to provide such notice, however, shall not release the Indemnifying Party from any of its obligations under this Article IX except to the extent that the Indemnifying Party is materially prejudiced by such failure.

(b) Subject to Section 9.4(c), the Indemnifying Party shall have the right, upon written notice to the Indemnified Party within 14 days of receipt of notice from the Indemnified Party of the commencement of such Third Party Claim, to assume the defense thereof at the expense of the Indemnifying Party with counsel selected by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the Indemnifying Party assumes the defense of such Third Party Claim, the Indemnified Party shall have the right to employ separate counsel and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party. If the Indemnifying Party assumes the defense of any Third Party Claim, the Indemnified Party shall cooperate with the Indemnifying Party in such defense and use commercially reasonable efforts to make available to the Indemnifying Party all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably required by the Indemnifying Party (to the extent that receipt of such documents does not affect any privilege relating to any disclosing party and subject to execution by the requesting party of the disclosing party's standard non-disclosure agreement to the extent that such materials contain confidential or proprietary information). If the Indemnifying Party assumes the defense of any Third Party Claim, the Indemnifying Party may agree to settle, compromise or discharge such Third Party Claim; provided that the Indemnifying Party shall give the Indemnified Party notice reasonably in advance of any proposed settlement, compromise or discharge and in no event shall the Indemnifying Party compromise or settle any Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed), unless such settlement, compromise or discharge (i) does not impose any equitable or other non-monetary remedies or obligations on the Indemnified Party but involves solely the payment of money damages for which the Indemnified Party will be indemnified hereunder, (ii) does not involve a finding or admission of wrongdoing or any violation of Law or any violation of the rights of any Person by the Indemnified Party, (iii) poses no reasonable danger of establishing a precedent that may be adverse to the Indemnified Party's interest (at the Indemnified Party's sole and absolute discretion); and (iv) includes an unconditional release from all Liability or obligation of the Indemnified Party in respect thereof.

(c) Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume (unless so requested by the Buyer in writing, in which case the provisions of Section 9.4(c) shall apply), the defense of any Third Party Claim if (i) the Third Party Claim relates to or arises in connection with any criminal proceeding, Action, indictment, allegation or investigation, (ii) the Third Party Claim involves monetary damages in excess of the amounts that the Indemnifying Party would otherwise be liable for pursuant to this Article IX, (iii) the Third Party Claim seeks specific performance or injunctive relief against the Indemnified Party, (iv) the Third Party Claim alleges, or seeks a finding or admission of, a violation of Law by the Indemnified Party or any of its Affiliates, (v) the Indemnifying Party failed or is failing to diligently prosecute or defend such Third Party Claim, (vi) the Indemnifying Party is also a party to such claim and the Indemnified Party determines (at its sole and absolute discretion) that joint representation would be inappropriate, (vii) the Third Party Claim would materially and adversely affect the ongoing business (including any dispute with any material customer, supplier or employee) of the Indemnified Party (including, in the case of the Buyer Indemnified Parties, the Business, the Transferred Assets or the Assumed Liabilities); or the Third Party Claim relates to breach of, misuse or ownership of Intellectual Property Rights.

(d) If the Indemnifying Party elects not to, or is not entitled to assume the defense of any Third Party Claim in accordance with the terms of Section 9.4, the Indemnified Party may assume and control the defense of the Third Party Claim in such manner and on such terms as the Indemnified Party reasonably deems appropriate, including paying and/or agreeing to pay, in settlement or resolution of such claim, any amounts to the third party making such claim (such amounts, collectively, a "Settlement Payment"), subject to the terms of this Section 9.4. If the Indemnified Party so assumes the defense of such Third Party Claim, the Indemnifying Party shall (i) have the right, at its sole cost and expense, to employ separate counsel and to participate in the defense thereof and (ii) cooperate with the Indemnified Party in such defense and use commercially reasonable efforts to make available to the Indemnified Party all witnesses, pertinent records, materials and information in the Indemnifying Party's possession or under the Indemnifying Party's control relating thereto as is reasonably required by the Indemnified Party (to the extent that receipt of such documents does not affect any privilege relating to any disclosing party and subject to execution by the requesting party of the disclosing party's standard non-disclosure agreement to the extent that such materials contain confidential or proprietary information). Defense Costs shall constitute Losses for which the Indemnified Parties shall be indemnified to the extent an indemnification claim therefor is made under this Article IX, whether or not it is ultimately determined that such Third Party Claim is itself indemnifiable under this Article IX, and the Indemnifying Party shall not have any power or authority to object to recovery by or on behalf of any Indemnified Party for any Losses claimed with respect to such Defense Costs. As used herein, the term "Defense Costs" means the reasonable costs and expenses incurred by an Indemnified Party in connection with any investigation, defense, settlement or resolution of a Third-Party Claim and the enforcement and protection of its rights under this Agreement in respect thereof (including reasonable attorneys' fees, other professionals' and experts' fees and court or arbitration costs). In the event that an Indemnified Party determines to settle or resolve any such Third-Party Claim and make a Settlement Payment in connection therewith, an Indemnified Party shall seek a prior written consent of the Indemnifying Party to such Settlement Payment. If the Indemnifying Party (A) has consented to such Settlement Payment or (B) unreasonably withholds, conditions or delays giving such consent to such Settlement Payment (provided that such consent shall be deemed to have been given unless the Indemnifying Party shall have objected within 5 days after a written request for such consent by an Indemnified Party),, then the existence and amount of Losses with respect to such Settlement Payment shall be determinative and binding upon the Indemnifying Party and the Indemnifying Party shall not have any power or authority to object to recovery by or on behalf of any Indemnified Party for any Losses claimed with respect to such Settlement Payment. If the Indemnifying Party has not consented to such Settlement Payment and such consent was not either (x) unreasonably withheld, conditioned or delayed or (y) deemed given for failure to object within 5 days after a written request therefor, then the existence and amount of Losses with respect to such Settlement Payment shall be determined in the manner applicable to indemnification claims made pursuant to this Article IX.

(e) In the event any Indemnified Party should have a claim against any Indemnifying Party hereunder that does not involve a Third Party Claim being asserted against or sought to be collected from such Indemnified Party, the Indemnified Party shall deliver written notice of such claim containing the Claim Information promptly to the Indemnifying Party, and shall provide any other reasonably available supporting information with respect thereto as the Indemnifying Party may reasonably request. The failure to provide such written notice, however, shall not release the Indemnifying Party from any of its obligations under this Article IX except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party shall reasonably cooperate and assist the Indemnifying Party in determining the validity of any claim for indemnity by the Indemnified Party and in otherwise resolving such matters. Such assistance and cooperation shall include providing reasonable access to and copies of information, records and documents relating to such matters (to the extent that receipt of such documents does not affect any privilege relating to any Indemnified Person), furnishing employees and other Representatives to assist in the investigation, defense and resolution of such matters and providing legal and business assistance with respect to such matters.

(f) For the avoidance of doubt, the Claim Information (i) need only specify such information to the knowledge of the applicable Indemnified Party as of the date thereof, (ii) will not limit any of the rights or remedies of any Indemnified Person with respect to the underlying facts and circumstances specifically set forth in such Claim Information and (iii) may be updated and amended from time to time by the Indemnified Person by delivering any updated or amended Claim Information, so long as the delivery of the original Claim Information is made within the applicable survival period and such update or amendment relates to the underlying facts and circumstances specifically set forth in such original Claim Information; provided that all claims for Losses properly set forth in the Claim Information or any update or amendment thereto will remain outstanding until such claims have been resolved or satisfied, notwithstanding the expiration of such survival period.

Section 9.5 Limits on Indemnification.

(a) Notwithstanding anything to the contrary contained in this Agreement:

(i) (A) Sellers (which, for the avoidance of doubt, include Evogene) shall be jointly and severally liable to indemnify the Buyer Indemnified Parties in accordance with this Agreement, *provided*, *however*, that with respect to Losses resulting from, arising out of or in connection with any breach of any representation, warranty or covenant solely related to [***]; (B) the maximum aggregate liability of the Sellers (including Evogene) for indemnification hereunder shall be limited to the [***]; and (C) the foregoing limitations shall not apply in the case of Fraud or Willful Misconduct by any Seller. [***]

(ii) (A) the maximum aggregate amount of indemnifiable Losses that may be recovered from the Sellers by Buyer Indemnified Parties pursuant to Section 9.2(a)(i) (other than in the case of breach of [***] shall be equal to the amount of the [***], (B) the maximum aggregate amount of indemnifiable Losses that may be recovered from the Sellers by Buyer Indemnified Parties in the case of any breach [***] shall be equal to the [***];

(iii) the maximum aggregate amount of indemnifiable Losses that may be recovered from the Buyer by Seller Indemnified Parties pursuant to Section 9.3 shall be equal to [***];

(iv) no Indemnifying Party shall be liable to any Indemnified Party for any claim for indemnification pursuant to Section 9.2(a)(i) [***] the Indemnified Party equals or exceeds [***].

(b) Notwithstanding anything to the contrary herein, the limitations set forth in this Section 9.5 shall not apply to indemnification by the Sellers in the event of Fraud.

(c) Each Indemnified Person shall use commercially reasonable efforts to mitigate any Indemnifiable Damages for which recovery may be sought hereunder. All Indemnifiable Damages shall be calculated [***].

Section 9.6 Holdback Consideration.

(a) Following the application of, in each case, the applicable limitations set forth in Section 9.5, any indemnification for Losses to which a Buyer Indemnified Party is Finally Determined to be entitled pursuant to Section 9.2 shall be recoverable [***].

(b) The Holdback Consideration shall be reduced from time to time by any amount, [***].

(c) [***], by wire transfer of immediately available funds to such account as may be designated by the Sellers and shall be allocated amongst the Sellers as set forth opposite each Seller's name in **Exhibit F** hereto. [***].

Section 9.7 Exclusivity.

(a) From and after the Closing, the remedies contained in this **Article IX** shall be the sole and exclusive remedy of any Indemnified Party for monetary damages in connection with the matters described in Section 9.2(a); *provided*, *however*, that nothing in this Agreement shall limit the right of Buyer or any other Indemnified Party to pursue (i) specific performance, injunctive relief or other non-monetary equitable remedies, (ii) remedies under any Ancillary Agreement against the parties thereto pursuant to their terms, or (iii) remedies in respect of any Willful Breach or Fraud.

(b) The parties hereto agree that the provisions in this Agreement relating to indemnification, and the limits imposed on each of the Sellers' and the Buyer's remedies with respect to this Agreement and the Transactions were specifically bargained for between sophisticated parties and were specifically taken into account in the determination of the amounts to be paid to the Seller hereunder.

Section 9.8 Tax Matters. In the event of any conflict between the provisions of this Article IX and the provisions of Article VII, the provisions of Article VII shall prevail.

Section 9.9 Treatment of Indemnity Payments. Any payment made pursuant to this Article IX shall be treated as a non-taxable adjustment to the cash proceeds received by the Sellers unless otherwise required by applicable Law. If, notwithstanding the treatment required by the preceding sentence, any indemnification payment under this Article IX is determined to be taxable to the Buyer Indemnified Parties by any Tax Authority, the Sellers shall also, jointly and severally, indemnify the Buyer Indemnified Parties for any Taxes incurred by reason of the receipt of such payment and any Losses incurred by the Buyer Indemnified Parties in connection with such Taxes (or any asserted deficiency, action or assessment, including the defense or settlement thereof, relating to such Taxes). The Sellers shall pay the Buyer Indemnified Parties such additional amount as will, after such deduction or withholding has been made, leave the Buyer Indemnified Parties with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

ARTICLE X
TERMINATION

Section 10.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of the Buyer and the Sellers (acting together);

(b) (i) by the Sellers (acting together), if the Sellers are not in material breach of their respective obligations under this Agreement and the Ancillary Agreements, and the Buyer breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 8.2, (B) cannot be or has not been cured within 14 days following delivery of written notice of such breach or failure to perform and (C) has not been waived by the Sellers (provided, that the failure to deliver the full consideration payable pursuant to Article II at the Closing as required hereunder shall not be subject to cure hereunder unless otherwise agreed to in writing by the Sellers) or (ii) by the Buyer, if the Buyer is not in material breach of its obligations under this Agreement and the Sellers breach or fail to perform in any material respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 8.3, (B) cannot be or has not been cured within 14 days following delivery of written notice of such breach or failure to perform and (C) has not been waived by the Buyer;

(c) by either the Sellers (acting together) or the Buyer if the Closing shall not have occurred by the date that is 180 (one hundred and eighty) days after the date hereof (the "Termination Date"); provided, that the right to terminate this Agreement under this Section 10.1(c) shall not be available if the failure of the party so requesting termination to fulfill any obligation under this Agreement shall have been the principal cause of, or resulted in, the failure of the Closing to occur on or prior to such date; or

(d) by either the Buyer or the Sellers (acting together) if (i) a Governmental Authority of competent jurisdiction shall have issued a non-appealable final order, decree or ruling or taken any other non-appealable final action, in each case having the effect of permanently restraining, enjoining or otherwise prohibiting the consummation of the Transactions; provided, that the right to terminate this Agreement under this Section 10.1(d) shall not be available if the failure of the party so requesting termination to fulfill any obligation under this Agreement shall have been the principal cause of, or resulted in, such order, decree or ruling or other action or (ii) any U.S. federal or state Law or any Applicable Law has been enacted that would make the consummation of the Transactions illegal.

(e) Notwithstanding anything to the contrary herein, the right to terminate this Agreement under this Article X shall not be available to any party hereto whose breach of this Agreement has resulted in the failure of the Closing to occur on or before the Termination Date.

The party seeking to terminate this Agreement pursuant to this Section 10.1 (other than Section 10.1(a)) shall give prompt written notice of such termination to the other party.

Section 10.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 10.1, this Agreement shall forthwith become void and there shall be no liability on the part of either party except (a) for the provisions of Section 3.4 and Section 5.5 relating to broker's fees and finder's fees, Section 6.6 relating to confidentiality, Section 6.8 relating to public announcements, this Section 10.2 and Article XI and (b) that nothing herein shall relieve either party from any liabilities or damages arising out of a Willful Breach, in which case the non-breaching party shall be entitled to all rights and remedies available in equity or at law.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1 Fees and Expenses. Except as otherwise specifically provided in this Agreement, all fees and expenses incurred in connection with or related to the Transactions, including the preparation, execution and delivery of this Agreement and the Ancillary Agreements and compliance herewith and therewith, shall be paid by the party incurring such fees or expenses, whether or not the Transactions are consummated.

Section 11.2 Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

Section 11.3 Waiver; Extension. At any time prior to the Closing, the Sellers, on the one hand, and the Buyer, on the other hand, may (a) extend the time for performance of any of the obligations or other acts of the other party contained herein, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document, certificate or writing delivered by such party pursuant hereto, or (c) waive compliance by the other party with any of the agreements or conditions contained herein. Any agreement on the part of either party to any such extension or waiver shall be valid only if set forth in a written agreement signed on behalf of such party. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Any agreement on the part of either party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party.

Section 11.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by or e-mail, upon transmission (provided no "bounceback" or notice of non-delivery is received), (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

if to the Sellers, to:

Evogene Ltd.

13 Gad Feinstein St. Rehovot, Israel
Attention: CFO and VP Legal
E-mail: legal@evogene.com

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

Meitar | Law Offices
16 Abba Hillel St., Ramat-Gann, Israel
Attention: [***]
E-mail: [***]
By Confirmed Courier

(i) if to the Buyer, to:

Dead Sea Works Ltd.1 Menachem Kroitzer, Beit Ashlag, Beer Sheva, Israel 8489414
Attention: [***]
By Confirmed Courier

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

Goldfarb Gross Seligman
132 Menahem Begin St., Round Building, Floor 36, Tel Aviv, Israel
Attention: [***]
E-mail: [***]
By Confirmed Courier

Section 11.5 Interpretation. When a reference is made in this Agreement to a Section, Article, Exhibit or Schedule such reference shall be to a Section, Article, Exhibit or Schedule of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement or in any Exhibit or Schedule are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The word "including" and words of similar import when used in this Agreement will mean "including, without limitation," unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to the Agreement as a whole and not to any particular provision in this Agreement. The term "or" is not exclusive. The word "will" shall be construed to have the same meaning and effect as the word "shall." References to days mean calendar days unless otherwise specified.

Section 11.6 Entire Agreement. This Agreement (including, the Exhibits and Disclosure Schedules hereto), the Ancillary Agreements, and the Confidentiality Agreement constitute the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties with respect to the subject matter hereof and thereof. Notwithstanding any oral agreement or course of conduct of the parties or their Representatives to the contrary, no party to this Agreement shall be under any legal obligation to enter into or complete the Transactions unless and until this Agreement shall have been executed and delivered by each of the parties.

Section 11.7 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except with respect to the provisions of Article IX and Section 11.10, which shall inure to the benefit of the Persons benefiting therefrom who are intended to be third party beneficiaries thereof.

Section 11.8 Governing Law. This Agreement and any claims or causes of action arising out of or relating to this Agreement, the negotiation, execution or performance of this Agreement or the transactions contemplated hereby (whether in contract, in tort, under statute or otherwise) shall be exclusively governed by, and interpreted, construed and enforced in accordance with, the laws of the State of Israel, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the parties hereto irrevocably agrees that process may be served upon them in any manner authorized by the laws of the State of Israel for such Persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. Each party agrees not to commence any legal proceedings related hereto except in such courts.

Section 11.9 Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other parties, and any such assignment without such prior written consent shall be null and void; provided that no assignment shall limit the assignor's obligations hereunder. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 11.10 Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that money damages or other legal remedies would not be an adequate remedy for any such nonperformance or breach. Accordingly, each of the parties shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the competent courts of the State of Israel. Each of the parties hereby further waives (i) any defense in any action for specific performance that a remedy at law would be adequate and (ii) any requirement under any Law to post security as a prerequisite to obtaining equitable relief.

Section 11.11 Currency. All references to "dollars" or "$" or "US$" in this Agreement or any Ancillary Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement and any Ancillary Agreement.

Section 11.12 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 11.13 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Section 11.14 Electronic Signature. This Agreement may be executed electronically (including by means of .pdf or similar graphic reproduction format or by means of digital signature software, e.g. DocuSign or Adobe Sign) and delivered by e-mail or other similar means of electronic transmission, and any electronic signature shall constitute an original for all purposes.

Section 11.15 No Presumption Against Drafting Party. Each of the Buyer and the Seller acknowledges that each party to this Agreement has been represented by legal counsel in connection with this Agreement and the Transactions. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

EVOGENE LTD.

By: _____
Name:
Title:

LAVIE BIO LTD.

By: _____
Name:
Title:

TAXON BIOSCIENCES, INC.

By: _____
Name:
Title:

DEAD SEA WORKS LTD.

By: _____
Name:
Title:

Exhibit 4.5

LICENSE AGREEMENT

This License Agreement (this "**Agreement**") is entered into as of this day of February 4, 2026 (the "Effective Date"), by and between **Shanghai Lishan Biopharmaceuticals, Ltd.**, a company existing under the laws of China, having a place of business at 303, Building A, No.2112, Middle Yanggao Road, Pudong New District, Shanghai, China, Postcode: 200135 ("**SLB**") and **Biomica Ltd.**, a company existing under the laws of Israel having a place of business at 13 Gad Feinstein St., P.O. Box 2100, Rehovot 76121, Israel ("**Biomica**"). SLB and Biomica each shall be referred to as a "**Party**", and shall be referred to together as the "**Parties**".

WHEREAS, Biomica is a clinical stage biopharmaceutical company dedicated to developing innovative microbiome-based therapeutics for the treatment of cancer, immune-mediated, and infectious diseases;

WHEREAS, SLB is a clinical stage biopharmaceutical company dedicated to the research and development of innovative therapies in the fields of immunology and inflammation, and drived by AI and swarming technology;

WHEREAS, Biomica has a research and development program aimed at the development of a therapeutic based on a novel combination of microbes to induce a pro-inflammatory effect for the treatment of cancer in humans; and

WHEREAS, SLB is interested in obtaining from Biomica an exclusive license with respect to assets associated with such program and Biomica is interested in granting SLB such a license, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions.

As used in this Agreement, the terms with initial letters capitalized, whether used in the singular or plural form, shall have the meanings set forth in this Article 1 or, if not listed below, the meaning designated in places throughout this Agreement.

1.1. "Affiliate" means, with respect to a person, organization or entity, any person, organization or entity Controlling, Controlled by or under common Control with, such person, organization or entity. "**Control**" of another person, organization or entity will mean the possession, directly or indirectly, of the power to direct or cause the direction of the activities, management or policies of such person, organization or entity, whether through the ownership of voting securities, by contract or otherwise. Without limiting the foregoing, control will be presumed to exist when a person, organization or entity (a) owns or directly controls fifty percent (50%) or more of the outstanding voting stock or other ownership interest of the other organization or entity or (b) possesses, directly or indirectly, the power to elect or appoint fifty percent (50%) or more of the members of the governing body of the other organization or entity.

1.2. "**Business Day**" means a day other than Saturday, Sunday, or any day on which banks located in the state of Shanghai, China are authorized or obligated to close. Whenever this Agreement refers to a number of days, such number will refer to calendar days unless Business Days are specified.

1.3. **"BMC128"** means the therapeutic candidate developed by Biomica based on a novel combination of microbes to induce a pro-inflammatory effect for the treatment of cancer in humans, a description of which is set forth in Exhibit A hereto.

1.4. **"Calendar Quarter"** means each of the periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 and December 31.

1.5. **"Commercially Reasonable Efforts"** means, with respect to activities to be performed under this Agreement (including without limitation the research, development or commercialization of Licensed Products), efforts and resources commonly used in the research-based bio-pharmaceutical industry by companies similarly situated to the applicable Party, including without limitation, the assignment of appropriate personnel, the establishment of specific and meaningful goals and commercialization of Products and the allocation of sufficient resources to achieve such goals. Without limiting the foregoing, "Commercially Reasonable Efforts" with respect to SLB's obligations to develop and commercialize Licensed Products shall mean such level of efforts and resources required to carry out a particular task or obligation, consistent with the preceding sentence, treating the Licensed Product as a high priority therapeutic product in SLB's pipeline, which efforts and committed resources shall be, at the minimum, generally consistent with those efforts and resources commonly used by similar companies of comparable size and resources developing products for the same Indication as that of the Licensed Product of similar commercial potential at a similar stage in its lifecycle. "Commercially Reasonable Efforts" shall be determined on a region-by-region basis, taking into account region-specific market conditions, regulatory environment and commercial feasibility, but without regard to other product opportunities of SLB and without regard to any payments owed by SLB to Biomica under this Agreement.

1.6. **"Covered Microbe Combination"** means any combination of microbes claimed in one or more of the patent applications listed in Exhibit B.

1.7. **"Development Plan"** means the plan for the development and commercialization of Licensed Products attached hereto as Exhibit C, as such plan may be adjusted from time to time pursuant to Section 4.3.2.

1.8. **"FDA"** means the United States Food and Drug Administration.

1.9. **"First Commercial Sale"** means the date of the first Sale by an SLB Party of a Licensed Product to a Third Party for end use or consumption of such Licensed Product following receipt of Regulatory Approval in the country in which such Licensed Product is Sold.

1.10. **"Indication"** means a specific disease or condition a Licensed Product is designed to diagnose, mitigate, prevent or treat for which Regulatory Approval is sought or has been granted in the Fields, as applicable. For purposes of determining whether an Indication is distinct from another Indication, an Indication ("**New Indication**") is distinct from an existing Indication ("**Existing Indication**") if the Licensed Product could not be lawfully promoted for the treatment of the New Indication under the Regulatory Approval for the Existing Indication. For clarity, the following will not be considered a new or separate Indication: (a) the use of a new formulation, dose, or delivery device for the delivery of the same Licensed Product for the treatment of an Existing Indication without expanding the scope of the labeling to include a New Indication; (b) the treatment of the same disease or condition as the Existing Indication in different subpopulations and age groups; (c) a label update to an existing Licensed Product for the same Existing Indication; (d) different lines of therapy for a particular disease, disorder, or condition; (e) subtypes of the same disease, disorder, or condition; or (f) the use of the same Licensed Product for a disease, disorder, or condition in different combinations or co-administration of treatments (e.g., monotherapy vs. add-on or combination therapy with another agent in the same disease, disorder, or condition).

1.11. **"Infringed Patent"** means an issued and unexpired patent owned and controlled by a Third Party (which patent has not been abandoned, held invalid, revoked, held or rendered unenforceable or lost through interference) the claims of which would be infringed by SLB's practice of the invention(s) disclosed in the patent applications listed in Exhibit B in the making, using or selling of Covered Microbe Combinations.

1.12. "**Licensed Patent Rights**" means any patent applications and patents controlled by Biomica that claim one or more Covered Microbe Combination(s).

1.13. **"Licensed Product"** means (a) BMC128 and (b) any other product that contains a Covered Microbe Combination.

1.14. **"Net Sales"** means the gross amount billed or invoiced by or on behalf of SLB Parties on Sales of Licensed Products, less the following to the extent applicable with respect to such Sales and not previously deducted from the gross invoice price: (a) customary trade, quantity or cash discounts, prompt settlement discounts, cash and non-cash coupons to the extent actually granted, allowed or taken; (b) amounts actually repaid or credited by reason of rejection or return of any previously Sold Licensed Products, including damaged goods, recalls (e.g., due to spoilage, damage, expiration of useful life), price adjustments (retroactive or otherwise) or billing errors; (c) packaging, freight, postage, shipping, transportation, warehousing, handling and insurance charges, in each case actually allowed or paid for delivery of such Licensed Product; and (d) to the extent separately stated on purchase orders, invoices or other documents of sale, any sales, value added or similar taxes, custom duties or other similar governmental charges levied directly on the production, sale, transportation, delivery or use of a Licensed Product that are paid by or on behalf of the SLB Party, but not including any tax levied with respect to income; (e) invoiced amounts that are written off as uncollectible bad debt in accordance with generally accepted accounting principles, as consistently applied by SLB Parties *provided*, however, that any such amounts subsequently collected will be included in Net Sales in the quarter in which they are collected; (f) allowances or credits allowed or granted to customers on account of retroactive price reductions affecting such product; (g) rebates (including mandatory rebates), clawbacks, charge-backs, reimbursements, or administrative fees (or equivalents thereof) paid, credited or granted to any Governmental Authority, including its agencies, reimbursers and purchasers, or to any Third Party payor, Third Party Distributor, administrator, purchaser, including trade customer, or contractee, including managed health care organizations and pharmacy benefit managers (or equivalents thereof), and including those requested by any Governmental Authority any time after the actual sale of such product; (h) discounts paid under Governmental Authority-legislated or SLB Parties sponsored discount prescription drug programs or reductions, or coupon, co-pay, sample cards and voucher programs; provided that:

1.14.1. in any transfers of Licensed Products between one SLB Party and another SLB Party not for the purpose of re-Sale, development or clinical trials by the latter, Net Sales will be equal to the fair market value of the Licensed Products so transferred, assuming an arm's length transaction made in the ordinary course of business, and

1.14.2. in the event that a SLB Party receives non-cash consideration for any Licensed Products or in the case of transactions not at arm's length with a non-Affiliate of an SLB Party, Net Sales will be calculated based on the fair market value of such consideration or transaction, assuming an arm's length transaction made in the ordinary course of business.

Sales of Licensed Products by a SLB Party to another SLB Party for re-Sale by the latter will not be deemed Net Sales. Instead, Net Sales will be determined based on the gross amount billed or invoiced by the latter upon re-Sale of such Licensed Products to a Third Party purchaser.

1.15. **"Phase 2 Clinical Study"** means a human clinical study in any country conducted to evaluate the effectiveness of a drug for a particular indication or indications in patients with the disease or condition under study and, possibly, to determine the common short-term side effects and risks associated with the drug. In the United States, "Phase 2 Clinical Study" means a human clinical study that satisfies the requirements of 21 C.F.R. § 312.21 (b).

1.16. **"Pivotal Study"** means a human clinical trial in any country the results of which, if the study endpoints are met, would provide data necessary to support regulatory approval for a Licensed Product in the relevant country, such as an FDA Phase 3 Clinical Trial or the relevant stage of an FDA Phase 2/3 Clinical Trial. A Pivotal Study shall be deemed to have commenced when the first patient has been dosed in such study or, in the case of a study determined to meet the criteria of a pivotal study as set forth above after the first patient has been dosed, when such study is determined to meet such criteria.

1.17. **"Regulatory Approval"** means receipt of all approvals from the relevant Regulatory Authority necessary to market and sell a Licensed Product in a country.

1.18. **"Regulatory Authority"** means any applicable government regulatory authority involved in granting approvals for the manufacturing and marketing of a Licensed Product, including, in the United States, the FDA.

1.19. **"SLB Net Sales"** means Net Sales generated by or on behalf of SLB and/or any of its Affiliates.

1.20. "**SLB Party**" means any of SLB, any Affiliate of SLB, any Sublicensee and any Affiliate of a Sublicensee.

1.21. **"Sale"** means any sale or other transfer or provision of a Licensed Product for monetary or non-monetary consideration in lieu of monetary payment. Notwithstanding the foregoing, "Sale" shall not include transfers of Licensed Products by an SLB Party (a) for research, development or regulatory purposes, provided that such SLB Party receives no consideration for such transfer other than the results of such research, development or regulatory activities or (b) as samples to promote additional Sales, in amounts consistent with normal business practices of the relevant SLB Party, provided that SLB Parties receive no consideration for such samples. The terms "Sales" and "Sold" shall have correlative meanings.

1.22. **"Sublicensee Net Sales"** means Net Sales generated by or on behalf of a Sublicensee and/or any of its Affiliates.

1.23. **"Sublicense Receipts"** means any payments or other consideration that SLB or any of its Affiliates receives in connection with a Sublicense, including without limitation upfront fees, license fees, milestone payments, license maintenance fees and equity, less any reasonable and documented out-of-pocket transaction costs actually incurred by SLB or its Affiliates in securing such Sublicense.

1.24. **"Sublicense"** means: (a) any right granted, license given or agreement entered into by SLB (or by a Sublicensee) to or with any other person or entity, under or with respect to or permitting any use or exploitation of any of the Licensed Patent Rights or otherwise permitting the development, manufacture, marketing, distribution, use and/or sale of Licensed Products; (b) any option or other right granted by SLB to any other person or entity to negotiate for or receive any of the rights described under clause (a); or (c) any standstill or similar obligation undertaken by SLB toward any other person or entity not to grant any of the rights described in clause (a) or (b) to any third party; in each case regardless of whether such grant of rights, license given or agreement entered into is referred to or is described as a sublicense.

1.25. **"Sublicensee"** means any person or entity granted a Sublicense.

1.26. "Technology Transfer Material" means:

1.26.1. Preclinical data with respect to BMC128, including but not limited to toxicology studies materials, non-clinical pharmacology studies materials, pharmacokinetics and toxicokinetic materials, as well as the specific methods and strain information (including strain names, and procurement channels) for the four-strain combination derived from bioinformatics analysis and clinical data;

1.26.2. The complete set of clinical materials with respect to BMC128 existing on the Effective Date, including but not limited to the full set of clinical trial application dossier, clinical trial approvals, Phase I clinical trial protocols and study data, and clinical study reports, as well (upon availability) additional data from the Phase I clinical trial upon completion of activities described in Section 3.2;

1.26.3. Copies of documentation with respect to the Licensed Patent Rights, including but not limited to patent certificates, patent and patent application documents, correspondence with patent offices and prosecution status information existing as of the date of transfer of the Technology Transfer Material in accordance with Section 3.1;

1.26.4. Bacterial culture protocols for pre-clinical (non-human) studies developed by Biomica. SLB understands that the current manufacturing process used for BMC128 was developed by [***] and that if SLB wishes to obtain information with respect to such process and the right to use such process, it will have to reach an agreement with [***];

1.26.5. The complete set of drug regulatory application materials and relevant regulatory documents with respect to BMC128 prepared by or on behalf of Biomica up to the pre-IND meeting held by Biomica with the FDA;

1.26.6. The protocols, animal models and assays developed by or on behalf of Biomica specifically for BMC128 that are listed in Exhibit D; and

1.26.7. Samples of BMC128 Drug Product and bacterial strains comprising BMC128 (including bacterial bank and Drug Substance) that were produced by [***] for Biomica and are being stored by [***] for Biomica.

1.27. **"Third Party"** means any entity or person other than Biomica and SLB Parties.

1.28. **"Transition Plan"** means the plan for the transfer of Technology Transfer Material, as set forth in Exhibit E hereto.

2. License.

2.1. **License Grant.** Subject to the terms and conditions set forth in this Agreement, Biomica hereby grants to SLB an exclusive (even as to Biomica), worldwide, royalty-bearing license under the Licensed Patent Rights and Technology Transfer Materials solely to research, develop, have developed, use, have used, manufacture and have manufactured, market, have marketed, sell and have sold Licensed Products. For clarity, no rights are granted under this Agreement with respect to any products or components other than Covered Microbe Combinations.

2.2. **Affiliates and Contractors.** The license granted to SLB under Section 2.1 includes the right to have some or all of SLB's rights or obligations under this Agreement exercised or performed by one or more of SLB's Affiliates or contractors, solely on SLB's behalf and for SLB's benefit without such grant being deemed a Sublicense; provided, however, that:

2.2.1. all rights, title and interest in and to any and all work product of activities performed by Affiliates or contractors under this Section 2.2 (including without limitation any and all inventions, data, materials, compositions, methods, processes, analyses, formulae, and information generated, conceived or created in the performance of such activities) shall be owned solely and exclusively by SLB;

2.2.2. no such Affiliate or contractor shall be entitled to grant, directly or indirectly, to any other person any right of whatever nature under, or with respect to, or permitting any use or exploitation of, any of the Licensed Patent Rights or the Technology Transfer Materials, including any right to develop, manufacture, market or sell Licensed Products;

2.2.3. any act or omission taken or made by an Affiliate or contractor of SLB under this Agreement will be deemed an act or omission by SLB under this Agreement, and SLB shall be responsible for each of its Affiliates and contractors complying with all obligations of SLB under this Agreement applicable to the activities performed by such Affiliates or contractors (including without limitation all restrictions placed on SLB herein); and

2.2.4. any assumption of rights or obligations by Affiliates or contractors of SLB under this Agreement shall not relieve SLB of any of its obligations under this Agreement.

2.3. Sublicenses.

2.3.1. Sublicense Grant. SLB will be entitled to grant Sublicenses under the license granted pursuant to Section 2.1 subject to the terms of this Section 2.3. Any such Sublicense shall be on terms and conditions in compliance with and not inconsistent with the terms of this Agreement and shall be made only for consideration and in bona-fide arm's length transactions pursuant to written agreements. For the avoidance of doubt, Sublicenses may be granted for regulatory or commercialization purposes in certain jurisdictions. Any such Sublicense shall be subject to the terms and conditions of this Agreement.

2.3.2. Sublicense Agreements. SLB shall grant sublicenses pursuant to written agreements negotiated at arms' length, which will be subject and subordinate to the terms and conditions of this Agreement. Such Sublicense agreements will contain, among other things, the following:

2.3.2.1. all provisions necessary to ensure SLB's ability to perform its obligations under this Agreement;

2.3.2.2. a section substantially the same as Section 12.1 of this Agreement, which also will state that the Indemnitees (as defined in Section 12.1) are intended third party beneficiaries of such Sublicense agreement for the purpose of enforcing such indemnification;

2.3.2.3. a provision clarifying that, in the event of termination of the license set forth in Section 2.1 (in whole or in part (e.g., termination in a particular country)), any existing Sublicense agreement shall terminate to the extent of such terminated license; and

2.3.2.4. a provision stating that any further Sublicense must comply with the terms of this Section 2.3.2.

2.3.3. Delivery of Sublicense Agreement. SLB shall furnish Biomica with a fully executed copy of any Sublicense agreement (including without limitation any permitted further Sublicense), and any amendment of any such agreement, within ten (10) business days after its execution. Biomica shall keep all such copies in its confidential files and shall use them solely for the purpose of monitoring SLB's and Sublicensees' compliance with their obligations hereunder and enforcing Biomica's rights under this Agreement.

2.3.4. Breach by Sublicensee. In the case of any act or omission by any Sublicensee that would have constituted a breach of this Agreement by SLB entitling Biomica to terminate this Agreement in accordance with Section 13.2.2 had it been the act or omission of SLB hereunder, SLB will notify Biomica of such act or omission promptly after SLB becomes aware of such breach. SLB and Biomica will discuss possible courses of action, including, if necessary, terminating such Sublicense if such breach is not cured within sixty (60) days. If such breach is not cured within such period and Biomica requests SLB to terminate such Sublicense agreement, SLB will do so and provide Biomica with written confirmation of such termination. Any Sublicense agreement will include SLB's right to terminate the Sublicense agreement in case of such a breach by the Sublicensee. Notwithstanding the foregoing or the terms of any Sublicense, SLB shall remain liable to Biomica for all of SLB's duties and obligations contained in this Agreement, including the payment of all royalties due, to the extent required under this Agreement.

2.4. No Other Grant of Rights. Except as expressly provided herein, nothing in this Agreement will be construed to confer any ownership interest, license or other rights upon a Party by implication, estoppel or otherwise as to any technology, intellectual property rights, products or biological materials of the other Party, or any other entity, regardless of whether such technology, intellectual property rights, products or biological materials are related to any Licensed Patent Rights or Technology Transfer Materials.

3. Transition.

3.1. Transfer of Technology Transfer Materials. Within thirty (30) days after the Effective Date, Biomica shall deliver the Technology Transfer Materials (other than the material described in Section 1.26.7 and the results of ongoing Phase I clinical trial described in the Section 3.2). [***]

3.2. Wrap of Ongoing Phase I. Biomica shall be responsible for completing the wrap-up of the current Phase I clinical trial, including the follow-up of remaining subjects and database lock, and such work shall comply with Good Clinical Practice ("GCP") and FDA 21 CFR Part 11. Such wrap-up of the current Phase I clinical trial is intended to be completed by [***]. SLB understands that such clinical trial is being managed for Biomica by a third party clinical research organization ("CRO"), and therefore the completion of such trial is dependent on the services being provided by such third party CRO. Biomica shall use Commercially Reasonable Efforts to cause such third party CRO to complete such wrap-up by [***]. Biomica shall deliver to SLB a copy of the complete results and final report of the ongoing Phase 1 clinical trial within [***] days of Biomica's receipt of such complete results and report.

3.3. Additional Support. Biomica undertakes to provide reasonable consulting support, as reasonably requested from SLB from time to time, as described in the Transition Plan. Such support shall be provided [***] for [***] days following the Effective Date. Any additional support beyond such [***] days described above would be at a level, duration and hourly rate to be agreed upon by the Parties in good faith.

4. Development and Commercialization.

4.1. Further Development. Other than the wrap-up of the ongoing Phase I clinical trial described in Section 3.2, SLB (directly or via its Affiliates and authorized third parties, including Sublicensees) shall be solely responsible for development (including obtainment of Regulatory Approval and reimbursement approval), manufacturing, and commercialization of Licensed Products following the Effective Date.

4.2. Review Committee. Within [***] days following the Effective Date, the parties will establish a joint review committee ("JRC") comprised of [***] representatives (or such other number as shall be agreed upon by the Parties) from each party. The JRC will (a) review Biomica's progress in wrapping up the ongoing Phase I clinical trial, (b) review SLB's progress in developing and obtaining market authorization for Licensed Products, and (c) consider in good faith suggestions brought to the JRC by its members regarding the need for changes to SLB's then current Development Plan. The JRC will meet by videoconference at dates and times to be agreed upon, but not less often than [***]. Each Party will bear its own costs associated with its representative's participation on the JRC. For clarity, other than the wrap of the ongoing Phase I clinical trial, SLB will have final decision-making authority with respect to development and commercialization of Licensed Products.

4.3. Diligence.

4.3.1. General. SLB shall use Commercially Reasonable Efforts (directly and/or via other SLB Parties): (a) to develop Licensed Products, including meeting the milestones within the timeline set forth in the Development Plan; (b) to obtain Regulatory Approval and to introduce Licensed Products into the commercial market in at least [***]; and (c) to market Licensed Products following such introduction into the market.

4.3.2. Adjustments of Development Plan. SLB will be entitled, from time to time, to make such adjustments to the then applicable Development Plan as SLB believes, in its good faith judgment, are needed in order to improve SLB's ability to develop, obtain regulatory approval for and commercialize Licensed Products.

4.3.3. Reporting. Within [***] days after the end of each calendar year, SLB shall deliver to Biomica a Diligence and Annual Report for the prior calendar year in the form attached as Exhibit F, with each section completed in full, and including a summary or its and other SLB Parties' efforts during the prior year to develop and commercialize Licensed Products, including: (a) research and development activities; (b) commercialization and/or other distribution efforts, including significant corporate transactions involving Licensed Products; and (c) marketing efforts. Each such report must contain a sufficient level of detail for Biomica to assess whether SLB is in compliance with its obligations under Section 4.3.1 and a discussion of intended efforts for the then current year. Together with each report, SLB shall provide Biomica with a copy of the then current Development Plan.

5. Consideration.

5.1. Milestone Payments.

5.1.1. Development and Regulatory Milestones. SLB shall pay Biomica the following milestone payments with respect to each Licensed Product upon first achievement of the relevant milestone by such Licensed Product, regardless of whether such milestone is achieved by SLB or another SLB Party:

5.1.1.1. Upon first dosing of the first patient with such Licensed Product in a Pivotal Study per Indication: (a) [***] US Dollars ($[***]) for the first Indication; (b) [***] US Dollars ($ [***]) for the second Indication; and (c) [***] US Dollars ($[***]) for each additional Indication;

5.1.1.2. Upon first receipt of Regulatory Approval with respect to such Licensed Product in the United States, per Indication: (a) [***] US Dollars ($[***]) for the first Indication; (b) [***] US Dollars ($[***]) for the second Indication; and (c) [***] US Dollars ($[***]) for each additional Indication;

5.1.1.3. Upon first receipt of Regulatory Approval with respect to such Licensed Product in China, per Indication: (a) [***] US Dollars ($[***]) for the first Indication; (b) [***] US Dollars ($[***]) for the second Indication; and (c) [***] US Dollars ($[***]) for each additional Indication; and

5.1.1.4. Upon first receipt of Regulatory Approval with respect to such Licensed Product in the European Union or in Japan, per Indication: (a) [***] US Dollars ($[***]) for the first Indication; (b) [***] US Dollars ($[***]) for the second indication; and (iii) [***] US Dollars ($[***]) for each additional Indication.

5.1.2. Sales Milestones. SLB shall pay Biomica the following milestone payments on Sales of Licensed Products:

5.1.2.1. Upon first calendar year in which annual worldwide Sales of Licensed Products exceed [***] US Dollars ($[***]) – [***] US Dollars ($[***]); and

5.1.2.2. Upon first year in which annual worldwide Sales of Licensed Products exceed [***] US Dollars ($[***]) – [***] US Dollars ($[***]).

5.1.3. SLB shall notify Biomica in writing within [***] days following the achievement of each milestone described in Section 5.1.1 or 5.1.2, as applicable, and shall make the appropriate milestone payment within [***] days after the achievement of such milestone.

5.1.4. Amounts due for the attainment of the above milestones shall be creditable against amounts due for Sublicense Receipts received for the attainment of the same milestone.

5.2. Royalty on Net Sales by SLB and its Affiliates. SLB shall pay Biomica an amount equal to [***] percent ([***]%) of all SLB Net Sales.

5.3. Royalties on Sublicense Receipts and Sublicensee Net Sales. SLB shall pay Biomica as follows with respect to Sublicense Receipts and Sublicensee Net Sales:

5.3.1. Until SLB has paid Biomica a total, cumulative amount of [***] US Dollars ($[***]) under Section 5.1 and/or this Section 5.3.1, SLB shall pay Biomica an amount equal to [***] percent ([***]%) of all Sublicense Receipts;

5.3.2. Following payment to Biomica of a total, cumulative amount of [***] US Dollars ($[***]) under Section 5.1 and/or Section 5.3.1, SLB shall pay Biomica an amount equal to [***] percent ([***]%) of all Sublicense Receipts, other than royalties on Sublicensee Net Sales.

5.3.3. With respect to Sales made by or on behalf of Sublicensees and/or Affiliates of Sublicensees, SLB shall pay Biomica the higher of: (a) [***] percent ([***]%) of the Sublicensee Receipts received on account of the applicable Sales; and (b) an amount equal to [***] percent ([***]%) of Sublicensee Net Sales on account of such Sales.

For clarity, the Parties acknowledge that the total of [***] US Dollars ($[***]) referenced above in Sections 5.3.1 and 5.3.2 represents the costs incurred by Biomica for past research and development activities and the costs required to complete the wrap-up of the current Phase I clinical trial as set forth above. The Parties further acknowledge that once Biomica has recouped such amount under Section 5.1 and/or 5.3.1, the royalties to be paid on account of any Sublicense Receipts thereafter will be in accordance with the rates described in Section 5.3.2 and 5.3.3.

5.4. Third Party Royalty Set-Off. If SLB obtains a license from a Third Party to an Infringed Patent after arm's length negotiations, it may offset [***] percent ([***]%) of any running royalty payments due thereunder with respect to Sales of Licensed Product covered by such Infringed Patent that are made after the effective date of such license to the Infringed Patent against the running royalty payments that are due to Biomica with respect to Net Sales of such Licensed Product in such country; provided that in no event (a) shall the royalty payments to Biomica with respect to such Licensed Product be reduced by more than [***] percent ([***]%) of the amount otherwise due and (b) shall the percentage offset that SLB is entitled to make against royalty payments due to Biomica be greater than any percentage offset that SLB is entitled to make against royalty payments due to such Third Party licensor on account of royalty payments made to Biomica with respect to such Licensed Product.

5.5. Royalty Term. Royalties on Net Sales shall be due on a Licensed Product-by-Licensed Product and country-by-country until the later of: (a) the last to expire of the Licensed Patent Rights that cover the applicable Licensed Product in the country in which the Licensed Product is made or Sold; and (b) the [***] of the First Commercial Sale of the applicable Licensed Product in the country of Sale (the period ending on the later of (a) and (b), the "**Royalty Term**").

6. Reports; Payments; Records.

6.1. Reports and Payments.

6.1.1. Reports. Within [***] ([***]) days after the conclusion of each Calendar Quarter commencing with the first Calendar Quarter in which Net Sales are generated or Sublicense Receipts are received, SLB shall deliver to Biomica a report containing the following information (in each instance, with a Licensed Product-by-Licensed Product and country-by-country breakdown):

6.1.1.1. If there was a First Commercial Sale in one or more countries in the applicable Calendar Quarter, the date of the First Commercial Sale with respect to such Licensed Product in the relevant country, including a description of the applicable Licensed Product;

6.1.1.2. The number of units of Licensed Products Sold by SLB Parties for the applicable Calendar Quarter;

6.1.1.3. The gross amount billed or invoiced for Licensed Products Sold by each SLB Party during the applicable Calendar Quarter;

6.1.1.4. A calculation of SLB Net Sales for the applicable Calendar Quarter, including an itemized listing of allowable deductions;

6.1.1.5. A calculation of Sublicensee Net Sales for the applicable Calendar Quarter, including an itemized listing of allowable deductions;

6.1.1.6. A detailed accounting of all Sublicense Receipts received during the applicable Calendar Quarter; and

6.1.1.7. the total amount payable to Biomica in U.S. Dollars on SLB Net Sales, Sublicensee Net Sales and Sublicense Receipts for the applicable Calendar Quarter, together with the exchange rates used for conversion;

Each such report shall be certified on behalf of SLB as true, correct and complete in all material respects. If no amounts are due to Biomica for a particular Calendar Quarter, the report shall so state.

6.1.2. Payment. Within [***] ([***]) days after the end of each Calendar Quarter, SLB shall pay Biomica all amounts due with respect to SLB Net Sales, Sublicensee Net Sales and Sublicense Receipts for the applicable Calendar Quarter. For the avoidance of doubt, due to geopolitical or other external uncertainties, SLB may elect to outlicense or otherwise collaborate with one or more entities outside of the People's Republic of China (for purposes of this Agreement excludes Hong Kong, Macau and Taiwan, the "PRC"), including entities in the United States or Hong Kong, for purposes of regulatory filings (including FDA submissions) or business development, and any such arrangements shall not affect SLB's payment obligations to Biomica under this Agreement.

6.2. Payment Currency. All payments due under this Agreement will be paid in U.S. Dollars. Conversion of other currency to U.S. Dollars will be made at the conversion rate existing in the United States (as reported by the US Federal Reserve) on the last working day of the applicable Calendar Quarter. Such payments will be without deduction of exchange, collection or other charges.

6.3. Records. SLB shall maintain, and shall cause other SLB Parties to maintain, complete and accurate records of Licensed Products that are made, used, Sold or transferred under this Agreement, any amounts payable to Biomica in relation to such Licensed Products, and all Sublicense Receipts received by SLB and/or its Affiliates, which records shall contain sufficient information to permit Biomica to confirm the accuracy of any reports or notifications delivered to Biomica under Section 6.1. SLB and other SLB Parties shall retain such records relating to a given Calendar Quarter for at least [***] years after the conclusion of that Calendar Quarter. SLB Biomica will have the right, at its expense, to cause an independent, certified public accountant (or, in the event of a non-financial audit, other appropriate auditor) to inspect such records during normal business hours for the purposes of verifying the accuracy of any reports and payments delivered under this Agreement and SLB's compliance with the terms hereof. In addition, each Sublicense Agreement will include a provision requiring the Sublicensee to allow SLB to cause independent certified public accountants to audit the records of the Sublicensee to verify the Sublicensee Net Sales and the Sublicense Receipts due under the Sublicense Agreement. Upon Biomica's written request, SLB shall cause the performance of such an audit of the Sublicensee's records by an independent certified public accountant at Biomica's expense. Any accountant or other auditor, as applicable, described above shall not disclose to Biomica any information other than information relating to the accuracy of reports and payments delivered under this Agreement. The Parties shall reconcile any underpayment or overpayment within [***] ([***]) days after the accountant delivers the results of the audit. If any audit performed under this Section 6.3 reveals an underpayment in excess of [***] percent ([***]%) in any calendar year, SLB shall reimburse Biomica for all amounts incurred in connection with such audit. Biomica may exercise its rights under this Section 6.3 only once every year per audited entity and only with reasonable prior notice to the audited entity.

6.4. Late Payments. Any payments by SLB that are not paid within [***] ([***]) days after the date such payments are due under this Agreement, will bear interest at the lower of (a) [***] percent ([***]%) per month and (b) the maximum rate allowed by law. Payment of such interest by SLB shall not limit, in any way, Biomica's right to exercise any other remedies Biomica may have as a consequence of the lateness of any payment.

6.5. Payment Method. Each payment due to Biomica under this Agreement shall be paid by wire transfer of funds to Biomica's account in accordance with written instructions provided by Biomica. The relevant account details are set out below. Such payments shall be marked so as to refer to this Agreement. Biomica shall promptly notify SLB in writing of any change to its account information. In the event Biomica fails to provide such written notice, Biomica shall bear any adverse consequences arising therefrom, including any delay or late payment resulting from such failure.

Account name: Biomica Ltd

Bank name: [***]

Branch number: [***]

Account number: [***]

IBAN: [***]

Swift address: [***]

6.6. Withholding and Similar Taxes. All amounts to be paid to Biomic pursuant to this Agreement shall be without deduction of exchange, collection, other charges or taxes except as set forth in this Section 6.6. If SLB is required to withhold income tax on any amounts payable hereunder to Biomica due to the applicable laws of any country, such amount will be deducted from the payment to be made by SLB and remitted to the appropriate taxing authority for the benefit of Biomica. SLB will withhold only such amounts of income tax as are required to be withheld by applicable law in the country from which payment is being made. SLB shall submit to Biomica originals of the remittance voucher and the official receipt evidencing the payment of the corresponding taxes with the applicable royalty report. SLB will cooperate with Biomica to provide such information and records as Biomica may require in connection with any application by Biomica to the tax authorities in any country, including attempt to obtain an exemption or a credit for any withholding tax paid in any country.

7. Patent Filing, Prosecution and Maintenance.

7.1. Control. SLB will be responsible, at its expense, for the filing, prosecution, protection, defense and maintenance of all Licensed Patent Rights, by cooperation by SLB's intellectual property department with patent counsel selected by SLB, provided that Biomica shall be notified in advance of the identity of such patent counsel and shall have the right to object on reasonable grounds. SLB will: (a) instruct such patent specialist to furnish Biomica with copies of all correspondence relating to the Licensed Patent Rights from patent offices of all countries in which Licensed Patent Rights have been or will be filed, as well as copies of all proposed responses to such correspondence in time for Biomica to review and comment on such response; (b) consult with Biomica with respect thereto; (c) supply Biomica with a copy of the application as filed, together with notice of its filing date and serial number; and (d) keep Biomica advised of the status of actual and prospective patent filings. SLB shall give Biomica the opportunity to provide comments on and make requests of SLB concerning the filing, prosecution, protection, defense and maintenance of the Licensed Patent Rights, and shall seriously consider such comments and requests in good faith.

7.2. Expenses. SLB shall pay all expenses with respect to the preparation, filing, prosecution and maintenance of Licensed Patent Rights following the Effective Date, subject to Section 7.3.

7.3. Abandonment. SLB shall inform Biomica at least [***] ([***]) days before abandoning any Licensed Patent Rights (or any claim therein) ("**Abandined Patent Rights**") in any country and Biomica shall be entitled to continue prosecution and maintenance of such Licensed Patent Rights in such country at its expense. In the event of SLB's abandonment of any Abandoned Patent Rights, any license granted by Biomica to SLB hereunder with respect to such Abandoned Patent Rights will terminate forthwith, and SLB will have no rights whatsoever to exploit such Abandoned Patent Rights in the applicable country. Biomica will then be free, without further notice or obligation to SLB, to practice and to grant rights in and to such Abandoned Patent Rights to third parties.

7.4. Continuations. In addition, Biomica shall be entitled to request that continuations based on inventions disclosed in the Licensed Patent Rights be filed; SLB shall inform Biomica promptly whether it wishes to file such continuations and if not, Biomca shall be entitled to do so and to prosecute such continuation at its own expense; *provided* that any such continuations filed by Biomica shall be deemed Licensed Patent Rights and shall be automatically included within the license granted to SLB under this Agreement, on the same terms and conditions, within the scope of the original license.

7.5. Marking. SLB shall, and shall cause other SLB Parties to, mark all Licensed Products Sold in such a manner as to conform with the patent laws and practice of the country to which such products are shipped or in which such products are sold for purposes of ensuring maximum enforceability of Licensed Patent Rights in such country.

8. Enforcement of Patent Rights.

8.1. Notice. In the event either party becomes aware of any possible or actual infringement of any Licensed Patent Rights (an "Infringement"), that party shall promptly notify the other party and provide it with details regarding such Infringement.

8.2. Suit by SLB. SLB shall have the first right, but not the obligation, to take action in the prosecution, prevention, or termination of any Infringement. Should SLB elect to bring suit against an infringer, SLB shall keep Biomica reasonably informed of the progress of the action and shall give Biomica a reasonable opportunity in advance to consult with SLB and offer its views about major decisions affecting the litigation. SLB shall give careful consideration to those views, but shall have the right to control the action; provided, however, that if SLB fails to defend in good faith the validity and/or enforceability of the Licensed Patent Rights in the action or, or if SLB's license to a claim in the suit terminates, Biomica may elect to take control of the action pursuant to Section 8.3. Should SLB elect to bring a suit against such an infringer and Biomica is joined as party plaintiff in any such suit, Biomica shall have the right to approve the counsel selected by SLB to represent SLB and Biomica, such approval not to be unreasonably withheld. The expenses of such suit or suits that SLB elects to bring, including any expenses of Biomica incurred in conjunction with the prosecution of such suits or the settlement thereof, shall be paid for entirely by SLB and SLB shall hold Biomica free, clear and harmless from and against any and all expenses, including reasonable attorneys' fees, incurred by Biomica with respect to the prosecution, adjudication and/or settlement of such Infringement suit, including any related appeals ("Biomica Litigation Expenses"). SLB shall reimburse any and all such Biomica Litigation Expenses incurred by Biomica within [***] ([***]) days after receiving an invoice (including a copy of detailed time and expense entries from attorneys) from Biomica for the same. SLB shall not compromise or settle such litigation in a manner that may adversely affect the validity, enforceability or scope of the Licensed Patent Rights without the prior written consent of Biomica, which consent shall not be unreasonably withheld or delayed. In the event SLB exercises its right to sue pursuant to this Section 8.2, it shall first reimburse itself out of any sums recovered in such suit or in settlement thereof for all costs and expenses of every kind and character, including reasonable attorneys' fees, necessarily incurred in the prosecution of any such suit. If, after such reimbursement, any funds shall remain from said recovery, then SLB shall pay Biomica an amount equal to [***]percent ([***]%) of such funds and the remaining [***] percent ([***]%) of such funds shall be retained by SLB.

8.3. Suit by Biomica. If SLB does not take action in the prosecution, prevention, or termination of any Infringement pursuant to Section 8.2 above, and has not commenced negotiations with the infringer for the discontinuance of said Infringement, within [***] ([***]) days after receipt of notice to SLB by Biomica of the existence of an Infringement, Biomica may elect to do so. Should Biomica elect to bring suit against an infringer and SLB is joined as party plaintiff in any such suit, SLB shall have the right to approve the counsel selected by Biomica to represent Biomica and SLB, such approval not to be unreasonably withheld. Any and all expenses, including reasonable attorneys' fees, incurred by SLB with respect to the prosecution, adjudication and/or settlement of such suit, including any related appeals, shall be paid for entirely by Biomica and Biomica shall hold SLB free, clear and harmless from and against any and all such expenses, including reasonable attorneys' fees, incurred by Biomica with respect to the prosecution, adjudication and/or settlement of such Infringement suit, including any related appeals ("SLB Litigation Expenses"). Biomica shall reimburse any and all such SLB Litigation Expenses incurred by SLB within [***] ([***]) days after receiving an invoice (including a copy of detailed time and expense entries from attorneys) from SLB for the same. Biomica shall not compromise or settle such litigation in a manner that may adversely affect the validity, enforceability or scope of the Licensed Patent Rights without the prior written consent of SLB, which consent shall not be unreasonably withheld or delayed. In the event Biomica exercises its right to sue pursuant to this Section 8.3, it shall first reimburse itself out of any sums recovered in such suit or in settlement thereof for all costs and expenses of every kind and character, including reasonable attorneys' fees, necessarily incurred in the prosecution of any such suit. If, after such reimbursement, any funds shall remain from said recovery, then Biomica shall pay SLB an amount equal to [***] percent ([***]%) of such funds and the remaining [***] percent ([***]%) of such funds shall be retained by Biomica.

8.4. Own Counsel. Each party shall always have the right to be represented by counsel of its own selection and at its own expense in any suit instituted under this Article 8 by the other party for Infringement; provided that, SLB shall pay for one separate counsel for Biomica if representation of both SLB and Biomica by counsel retained by SLB in such enforcement action would be inappropriate because of actual or potential differences in the interests of Biomica and any other party represented by such counsel.

8.5. Cooperation. Each Party agrees to reasonably cooperate in any action under this Article 8 that is controlled by the other Party, provided that the controlling Party reimburses the cooperating Party promptly for any costs and expenses incurred by the cooperating Party in connection with providing such assistance.

8.6. Standing. If a Party lacks standing and the other Party has standing to bring any such suit, action or proceeding, then such other Party shall do so at the request of and at the expense of the Party that lacks standing.

9. Confidential Information.

9.1. Definition. "**Confidential Information**" means information received by one Party (the "**Receiving Party**") from the other Party (the "**Disclosing Party**") that the Receiving Party should reasonably understand is confidential to the Disclosing Party, except that Confidential Information does not include information that: (i) was known to the Receiving Party at the time it was disclosed, other than by previous disclosure by or on behalf of the Disclosing Party, as evidenced by written records at the time of disclosure; (ii) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement; (iii) is lawfully and in good faith made available to the Receiving Party by a third party who is not subject to obligations of confidentiality to the Disclosing Party with respect to such information; or (iv) is independently developed by the Receiving Party without the use of or reference to Confidential Information of the Disclosing Party, as demonstrated by documentary evidence. This Agreement and the relationship between Parties shall be considered Confidential Information of each of the Parties for purposes of this Section 9.

For clarity, specific aspects or details of Confidential Information shall not be deemed to be within the public domain or in the possession of the Receiving Party merely because such Confidential Information is embraced by more general information in the public domain or in the possession of the Receiving Party. Further, any combination of individual elements of Confidential Information shall be considered Confidential Information and shall not be considered in the public domain or in the possession of the Receiving Party merely because one or more individual elements of such combination are in the public domain or in the possession of the Receiving Party; rather, such combination shall be considered in the public domain or in the possession of the Receiving Party only if the combination of the individual elements of the combination is in the public domain or in the possession of the Receiving Party.

9.2. Restrictions. Receiving Party agrees to maintain Confidential Information of the Disclosing Party in confidence and not disclose such Confidential Information without the prior written approval of the Disclosing Party, or make any use of such Confidential Information, except as required in order for such party to perform its obligations and exercise its rights under this Agreement. Each Party may disclose the other Party's Confidential Information to those employees, advisors or consultants of the Receiving Party or of its Affiliates and (in the case of SLB) to other SLB Parties and contractors who have a need to know such information for purposes of exercising rights and fulfilling obligations under this Agreement, and are bound by confidentiality and non-use obligations no less restrictive than those set forth herein. Receiving Party shall be liable for any breach of confidentiality by its or its Affiliates' employees, advisors or consultants. Receiving Party shall protect Confidential Information of the Disclosing Party by using the same degree of care, but not less than a reasonable degree of care, as it uses to protect its own confidential information of like nature to prevent the unauthorized disclosure of such Confidential Information.

9.3. Exceptions. Notwithstanding the above:

9.3.1 SLB may disclose Biomica Confidential Information to governmental or other regulatory agencies as needed in order to obtain or maintain approval to conduct clinical trials, or to market the Licensed Products under this Agreement; provided, that reasonable steps are taken to ensure confidential treatment of such Confidential Information to the extent available;

9.3.2. The Receiving Party and its Affiliates may disclose Confidential Information of the Disclosing Party and this Agreement as required to comply with any order of a court or any applicable rule, regulation, or law of any jurisdiction or securities exchange, provided that Receiving Party or its Affiliate (as applicable) (a) shall promptly notify the Disclosing Party and allow the Disclosing Party a reasonable time to oppose such disclosure, (b) shall use reasonable efforts to obtain an appropriate protective order or confidential treatment authorization that preserves the confidentiality of the information to the greatest extent practical and (c) shall limit the scope of such disclosure only to such portion of such Confidential Information that is legally required to be disclosed.

9.3.3. The Receiving Party may disclose this Agreement and Confidential Information of the Disclosing Party disclosed in a report delivered in performance of a reporting obligation under this Agreement (a) to the Receiving Party's and its Affiliates' existing or proposed investors in connection with their due diligence or shareholders to the extent necessary for the exercise of their information and inspection rights pursuant to applicable laws, corporate documents and/or shareholders' agreements and/or (b) to bona fide potential acquirers in connection with a proposed transaction and related due diligence who propose to acquire (i) all or substantially all of the shares of Receiving Party or (ii) all or substantially all of the assets of the Receiving Party pertaining to the subject matter of this Agreement; provided that in the case of each of (a) and (b), such shareholder, investor or potential acquirer is subject to confidentiality and non-use obligations no less restrictive than the terms set forth herein. The Receiving Party making such disclosure shall remain liable towards the Disclosing Party for compliance of such investors and acquirers with the terms of confidentiality and non-use as set forth in this Agreement with respect to such Confidential Information.

9.3.4. Each Party and its Affiliates (a) shall have the right to disclose this Agreement as required by any securities laws, regulations or stock exchanges, and (b) may disclose the existence of the relationship created by this Agreement; provided that the other Party shall have the right to review and approve any press release or other public disclosure of such information, such approval not to be unreasonably withheld. For clarity, each party will be entitled to freely refer to any details disclosed in the joint press releases to be issued pursuant to Section 9.4 or in any other press release issued by a Party.

9.4. Press Releases. Promptly after the execution of this Agreement, the Parties will issue a joint press release substantially in the form attached hereto as Exhibit G and will coordinate other public disclosures regarding the execution of this Agreement. In addition, the Parties intend to issue additional press releases and other public announcements relating to the progress of the development and commercialization of Licensed Products.

9.5. Duration. The foregoing obligations set forth in this Article 9 shall remain in force during the term of this Agreement and for a period of [***] following the expiration or early termination of this Agreement.

10. Representations, Warranties and Covenants.

10.1. By the Parties. Each Party hereby represents, warrants and covenants to the other Party, as follows:

10.1.1. Such Party (a) has the power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and (b) has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such Party and constitutes a legal, valid and binding obligation of such Party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency or other laws of general application affecting the enforcement of creditor rights;

10.1.2. The execution and delivery of this Agreement and the performance of such Party's obligations hereunder do not conflict with, violate, or breach or constitute a default or require any consent under, any contractual obligation or court or administrative order by which such Party is bound; and

10.1.3. It will comply with, and shall ensure that its Affiliates, contractors and Sublicensees comply with, all applicable laws and regulations relating to its activities and the exercise of its rights under this Agreement.

10.2. By Biomica. Biomica hereby represents, warrants and covenants to SLB as follows:

10.2.1. It has not granted and will not grant any rights in or to the Licensed Patent Rights or Technology Transfer Materials that are inconsistent with the rights granted to SLB under this Agreement;

10.2.2. It has the right to grant the licenses granted by it under Article 2 of this Agreement;

10.2.3. It will not transfer, assign, encumber, grant, sell, lease or otherwise dispose of the Licensed Patent Rights or Technology Transfer Materials in a manner that will adversely affect the rights granted to SLB under this Agreement; and

10.2.4. It has no knowledge as of the date hereof of any claim, legal suit or proceeding by a third party against Biomica contesting the ownership, validity or enforceability of the Licensed Patent Rights or Technology Transfer Materials or claiming that the practice of the inventions claimed in the Licensed Patent Rights or use of the Technology Transfer Materials as contemplated by this Agreement would infringe or misappropriate any intellectual property right of any third party;

10.2.5 It has disclosed to SLB all facts and circumstances known to Biomica or any of its Affiliates that relate to any of the Covered Microbe Combination or Licensed Products and that would reasonably be expected to be material to SLB in connection with this Agreement or the transactions contemplated hereby, and that, to the best of its knowledge, no such disclosure contains any untrue statement of a material fact or omits to state a material fact necessary to make such disclosure not misleading.

10.3. **By SLB.** SLB hereby represents and warrants to Biomica that it has been provided with the opportunity to conduct and has conducted all necessary due diligence in respect of the Licensed Patent Rigths and Technology Transfer Materials before deciding to enter into this Agreement; and

10.4. **WARRANTY DISCLAIMER.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY WITH RESPECT TO ANY TECHNOLOGY, PATENT RIGHTS, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND EACH PARTY HEREBY DISCLAIMS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO ANY AND ALL OF THE FOREGOING, INCLUDING ANY REPRESNETIATION OR WARRANTY THAT THE USE OR PRACTICE OF ANY OF THE FOREGOING WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT ANY INFORMATION, BIOLOGICAL MATERIAL AND KNOW-HOW PROVIDED BY ONE PARTY TO ANOTHER HEREUNDER, ARE PROVIDED "AS IS" WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED AND NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION WITH RESPECT TO ANY LICENSED PATENT RIGHTS OR TECHNOLOGY TRANSFER MATERIALS.

11. Limitation of Liability.

11.1 Except with respect to damages resulting from a breach of confidentiality obligations under Article 9 or matters for which a Party is obligated to indemnify the other under Article 12, neither of the Parties will be liable to the other with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for any indirect, incidental, consequential or punitive damages or lost profits.

11.2. Except with respect to any amounts due by SLB to Biomica under Article 5, damages resulting from a breach of confidentiality obligations under Article 9 and a Party's indemnification obligations under Article 12, under no circumstance shall a Party's liability to another Party arising out of a breach of this Agreement exceed in the aggregate the amount of [***] US Dollars ($[***]).

12. Indemnification.

12.1. **Indemnification of Biomica**. SLB shall indemnify, defend and hold harmless Biomica and its Affiliates and their respective directors, officers, employees, agents, consultants and counsel, and the successors and assigns of the foregoing (the "Biomica Indemnitees") from and against any and all liabilities, damages, losses, costs or expenses (including reasonable attorneys' and professional fees and other expenses of litigation and arbitration) resulting from a claim, suit or proceeding brought by a third party (including without limitation for infringement of any Third Party intellectual property rights) against a Biomica Indemnitee arising from or occurring as a result of the use or practice by or on behalf of an SLB Party of any of the rights or licenses granted by Biomica to SLB hereunder, including without limitation the making, using, offering for sale, selling or importing of Licensed Products by or on behalf of an SLB; except in each case if and solely to the extent that such claim, suit or proceeding results from a breach of any representation or warranty expressly made by Biomica herein or from the Biomica Indemnitee's negligence or willful misconduct.

12.2. Indemnification of SLB. Biomica shall indemnify, defend and hold harmless SLB and its Affiliates and their respective directors, officers, employees, agents, consultants and counsel, and the successors and assigns of the foregoing (the "SLB Indemnitees") from and against any and all liabilities, damages, losses, costs or expenses (including reasonable attorneys' and professional fees and other expenses of litigation and arbitration) resulting from a claim, suit or proceeding brought by a third party (including without limitation for infringement of any Third Party intellectual property rights) against an SLB Indemnitee if, and solely to the extent, resulting from (a) a breach of any representations and warranties expressly made by Biomica under this Agreement and/or (b) the negligence or willful misconduct on the part of Biomica.

12.3. Procedure. A Party that intends to claim indemnification under this Article 12 (the "Indemnitee") shall promptly notify the indemnifying Party (the "Indemnitor") of any loss, claim, damage, liability or action in respect of which the Indemnitee intends to claim such indemnification, and the Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume sole control of the defense thereof with counsel reasonably acceptable to the other Party, including, the right to settle the action on behalf of the Indemnitee on any terms the Indemnitor deems desirable in the exercise of its sole discretion, except that the Indemnitor shall not, without the Indemnitee's prior written consent, settle any such claim if such settlement contains a stipulation to or admission or acknowledgment of any liability or wrongdoing on the part of the Indemnitee or imposes any obligation on the Indemnitee other than a monetary obligation, and only to the extent the Indemnitor assumes in full such obligation. The failure to deliver notice to the Indemnitor within a reasonable time after the commencement of any such action shall not impair Indemnitor's duty to defend such action but shall relieve Indemnitor of any liability to the Indemnitee to the extent the Indemnitor is prejudiced materially by the delay. At the Indemnitor's request and cost, the Indemnitee shall cooperate reasonably with the Indemnitor and its legal representatives in the investigation and defense of any action, claim or liability covered by this indemnification and provide full information with respect thereto. Subject to the Indemnitee's fulfillment of its obligations under this Section 12.3, the Indemnitor shall pay any damages, costs or other amounts awarded against the Indemnitee, or payable by the Indemnitee pursuant to a settlement agreement entered into by the Indemnitor, in connection with such claim.

13. Term and Termination.

13.1. Term. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated as provided in this Article 13, shall continue in full force and effect until the expiration of the last Royalty Term (the "**Term**"). Following the expiration of the Agreement in accordance with this Section 13.1 (and provided the license has not been earlier terminated pursuant to any of the provisions of Section 13.2, in which case the provisions of Section 13.3 will apply), the licenses granted to SLB pursuant to Section 2.1 with respect to the Technology Transfer Material shall become fully-paid up and non-exclusive license.

13.2. Termination.

13.2.1. Termination Without Cause. SLB may terminate this Agreement without cause upon [***] ([***]) days prior written notice to Biomica.

13.2.2. Termination for Default. In the event that either party commits a material breach of its obligations under this Agreement and fails to cure that breach within [***] ([***]) days after receiving written notice thereof, the other party may terminate this Agreement immediately upon written notice to the party in breach.

13.2.3. Termination for Patent Challenge. SLB shall have the right to terminate this Agreement upon [***] ([***]) days prior written notice if Biomica or any other SLB Party directly or indirectly initiates any litigation, arbitration, opposition, reexamination, inter partes review, post-grant review or other legal or administrative, governmental or regulatory proceeding anywhere in the world that challenges the validity, enforceability or scope of any Licensed Patent Rights ("**Patent Challenge**") and does not withdraw such action during such [***] ([***]) day notice period; *provided*, however, that if a Patent Challenge is initiated by a Sublicensee or an Affiliate of a Sublicensee (and not by SLB or any of its Affiliates), Biomica shall not have the right to terminate this Agreement under this Section 13.2.3 if the Sublicensee or Affiliate of Sublicensee, as applicable, withdraws such action within [***] ([***]) days or SLB terminates the applicable Sublicense within [***] ([***]) days of Biomica's notice of termination.

13.2.4. Termination for Failure to Commence Phase 2 Clinical Study. Biomica may terminate this Agreement immediately upon written notice to SLB if SLB fails to commence (i.e. first dosing of patients) a Phase 2 Clinical Study with a Licensed Product within [***] ([***]) months of the date of the earlier of (a) assignment of the [***] to SLB or (b) the signing of a direct license agreement between SLB and [***] the transfer of the bacterial strains comprising BMC128 to SLB.

13.2.5. Termination for Bankruptcy. Each Party may terminate this Agreement upon notice to the other Party if such other Party becomes insolvent, is adjudged bankrupt, applies for judicial or extra-judicial settlement with its creditors, makes an assignment for the benefit of its creditors, voluntarily files for bankruptcy or has a receiver or trustee (or the like) in bankruptcy appointed by reason of its insolvency, or in the event an involuntary bankruptcy action is filed against such other Party and not dismissed within [***] ([***]) days, or if such other Party becomes the subject of liquidation or dissolution proceedings or otherwise discontinues business.

13.3. Effect of Termination.

13.3.1. Termination of Rights. Upon termination of this Agreement by either Party pursuant to any of the provisions of Section 13.2, (a) the rights and licenses granted to SLB under Article 2 shall terminate, all rights in and to and under the Licensed Patent Rights and Technology Transfer Material will revert to Biomica, SLB will return all Technology Transfer Material to Biomica, and SLB and its Affiliates shall cease any further use or exploitation of the Licensed Patent Rights or Technology Transfer Material (including without limitation ceasing all development, manufacture, use and sale of Licensed Products); and (b) any existing agreements that contain a Sublicense shall terminate to the extent of such Sublicense. Where the Agreement is terminated as a result of a material breach by Biomica, the Parties shall discuss in good faith appropriate compensation in respect to direct damages caused to SBL as a result of such material breach by Biomica.

13.3.2. Sublicenses. For each such Sublicensee, upon termination of the license, at the request of SLB (which request will be accompanied by a waiver of any claims by SLB for breach of this Agreement or any other damages, which waiver shall be in a form reasonably satisfactory to Biomica), if (a) such Sublicensee is not an Affiliate of SLB, (b) such Sublicensee is not then in breach of the Sublicense agreement such that SLB would have the right to terminate such Sublicense agreement, (c) the Sublicense was granted in conformance with the terms of this Agreement, (d) Biomica has been paid all consideration due to Biomica by SLB under this Agreement based on activities of such Sublicensee until the termination of this Agreement, or such Sublicensee cures any failure to pay to Biomica any consideration due to Biomica by SLB under this Agreement relating to such Sublicense, and (e) such Sublicensee provides Biomica with a written request for a direct license within [***] ([***]) days of the termination of this Agreement, such Sublicensee shall have the right to obtain a direct license from Biomica on substantially the same terms and conditions as set forth herein, which shall not impose any representations, warranties, obligations or liabilities on Biomica that are not included in this Agreement, provided however, that (i) the scope of the license granted directly by Biomica to such Sublicensee shall be co-extensive with the scope of the license granted by SLB to such Sublicensee, and (ii) if there is more than one Sublicensee, such Sublicensee shall not have the right to control the prosecution of the Licensed Patent Rights, unless Biomica determines otherwise. For clarity, Biomica's obligations under this Section 13.3.2 shall apply only if all the conditions set forth in clauses (a) through (e) above are fulfilled.

13.3.3. Termination by SLB without Cause or by Biomica for Cause. In addition to the above, in the case of termination of the Agreement by SLB in accordance with Section 13.2.1 (without cause), or by Biomica in accordance with Section 13.2.2, 13.2.3, 13.2.4 or 13.2.5, the following shall apply:

13.3.3.1. SLB shall promptly: (a) transfer and assign (and hereby shall be deemed to have assigned upon such termination) to Biomica, upon Biomica's request, all data, study reports, biological, chemical and written materials and information relating to Covered Microbe Combinations and/or Licensed Products developed or generated by on behalf of SLB and/or its Affiliates; (b) to the extent permitted by applicable law, transfer and assign to Biomica or its designee all regulatory filings made and regulatory approvals obtained by SLB with respect to Licensed Products and grant Biomica or its designee any additional rights of reference (to the extent permitted by applicable law) reasonably required for the continuing development and commercialization of such License Products; (c) grant (and hereby does grant upon such termination) to Biomica or its designee an exclusive, worldwide, sublicensable (through multiple tiers) license under intellectual property and intellectual property rights owned or controlled by SLB and/or any of its Affiliates ("**SLB IP**") that cover Licensed Products and/or Covered Microbe Combinations solely to develop, have developed, make, have made, use, sell, offer for sale and import Licensed Products; and (d) grant (and hereby does grant upon such termination) to SLB or its designee a non-exclusive, worldwide, sublicensable license under SLB IP not covered by the license set forth in (c) solely to the extent that such SLB IP covers a method of making a Licensed Product existing as of the effective date of the termination (e.g. part of the formulation of the Licensed Product) and solely to develop, have developed, make, have made, use, sell, offer for sale and import Licensed Products. SLB undertakes to use all reasonable efforts to enable it to comply in good faith with its obligations under, and the intent of, the provisions of this Section 13.3.3.1, including without limitation ensuring that its Affiliates sign all necessary documents and refraining, and ensuring that Affiliates refrain, from taking any actions that would cause it to lose control over any SLB IP (except to the extent granted to Biomica).

13.3.3.2. If (a) such termination becomes effective after the first dosing of a patient in a Pivotal Clinical Trial and (b) Biomica thereafter grants a license or sublicense, as applicable, with respect to the matters assigned or licensed under Section 13.3.3.1, Biomica shall pay SLB as follows: (i) until Biomica has paid SLB a total cumulative amount equal to the SLB Costs (as defined in Section 13.3.3.4), Biomica shall pay SLB an amount equal to [***] percent ([***]%) of all Biomica Sublicense Income (as defined in Section 13.3.3.3) with respect to such license or sublicense; and (ii) following payment to SLB of a total cumulative amount equal to the SLB Costs, Biomica shall pay SLB an amount equal to [***] percent ([***]%) of all Biomica Sublicense Income. In such case, the reporting and payment provisions in Section 6 will apply *mutatis mutandis*. In addition, if Biomica requests that any manufactured Licensed Products or components thereof be transferred to and assigned to Biomica in accordance with Section 13.3.3.1(a), Biomica shall reimburse SLB for the documented cost of such material and the shipment thereof to Biomica. For clarity, the consideration set forth in this Section 13.3.3.2 shall be the sole consideration SLB will be entitled to for the assignments made and licenses granted under Section 13.3.3.1, and other than as set forth in this Section 13.3.3.2, the rights granted under Section 13.3.3.1 shall be royalty-free and fully paid-up.

13.3.3.3 "**Biomica Sublicense Income"** means any payments or other consideration that Biomica or any of its Affiliates receives as consideration for the grant of a license or sublicense, as applicable, with respect to the matters assigned or licensed under Section 13.3.3.1. If Biomica or its Affiliate receives non-cash consideration as consideration for such a license or sublicense, Sublicense Income will be calculated based on the fair market value of such consideration or transaction, at the time of the transaction, assuming an arm's length transaction made in the ordinary course of business.

13.3.3.4. "**SLB Costs**" means the total, cumulative amount of all direct costs (excluding overhead) incurred by SLB in the development, including performing clinical trials and obtaining regulatory approval, of Licensed Products, as documented in accordance with procedures required by SLB from third party collaborators to which SLB reimburses actual research and development costs, but in any event no less stringent than prudent and industry accepted bookkeeping and accounting procedures. In the case of a termination of this Agreement described in Section 13.3.3.2, within [***] ([***]) days of such termination, SLB shall provide Biomica with a detailed financial report, reviewed by an independent certified accountant from one of the big four accounting firms (or such other firm agreed to by Biomica in writing), setting forth the SLB Costs. Biomica shall have the right, at its expense, to cause an independent, certified public accountant from one of the big four firms (or such other firm as may be agreed to by SLB in writing) to inspect SLB's records during normal business hours for the purposes of verifying the accuracy of such financial report and for determining SLB Costs, provided, however, that Biomica shall provide SLB with at least [***] ([***]) days' prior written notice prior to conducting any such inspection or audit. If the SLB Costs determined by such auditor are different from the amount set forth in the financial report, the amount determined by such auditor will be deemed the SLB Costs for purposes of Section 13.3.3. If Biomica does not have such an audit performed or if the audit confirms the amount set forth in the financial report, the amount set forth in the financial report shall be deemed the SLB Costs for purposes of Section 13.3.3. If Biomica has such an audit performed and the SLB Costs determined by such auditor is less than the amount set forth in the financial report by more than [***] percent ([***]%), SLB shall promptly reimburse Biomica the cost of such audit.

13.3.4. Accruing Obligations. Termination or expiration of this Agreement shall not relieve the parties of obligations accruing prior to such termination or expiration, including obligations to pay amounts accruing hereunder up to the date of termination or expiration. After the date of termination or expiration (except in the case of termination by Biomica pursuant to Section 13.2.2 or 13.2.3), SLB Parties (a) may sell Licensed Products then in stock and (b) may complete the production of Licensed Products then in the process of production and sell the same; provided that, in the case of both (a) and (b), SLB shall pay the applicable royalties and payments to Biomica in accordance with Article 5, provide reports and audit rights to Biomica pursuant to Article 6.

13.4. Survival. The parties' respective rights, obligations and duties under Section 5.1 (with respect to milestones met prior to termination), Sections 5.2 and 5.3 (with respect to Sales made prior to termination or under Section 13.3.4 and Sublicenses granted prior to termination), Section 6.1 (with respect to Sales made prior to termination or under Section 13.3.4 and Sublicense Receipts), Sections 6.2 through 6.6, Article 9, Article 11, Article 12, Section 13.3, Section 13.4, Article 14, Section 15.2, Section 15.8 and Section 15.10, as well as any rights, obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement.

14. Governing Law; Disputer Resolution.

14.1. Governing Law. This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of New York, USA, without giving effect to any choice or conflict of law provision, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent shall have been granted.

14.2. Dispute Resolution.

14.2.1. The procedures set forth in this Section 14.2 (Dispute Resolution) will be the exclusive mechanism for resolving any dispute, controversy, or claim between the Parties arising out of or relating to this Agreement (whether based on contract, tort or otherwise) (each, a "**Dispute**," and collectively, the "**Disputes**").

14.2.2. Any dispute relating to this Agreement will be finally resolved by binding arbitration by the International Chamber of Commerce ("**ICC**") administered in accordance with the Rules of ICC in effect on the Effective Date, and applying the substantive law specified in Section 14.1 (Governing Law). Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The obligation to arbitrate under this Section 14.2 (Arbitration) will extend to any claims by or against the Parties and their respective Affiliates and any agents, principals, officers, directors, or employees of either of the Parties or their respective Affiliates.

14.2.3. Arbitration will be conducted by three (3) arbitrators experienced in the business of pharmaceuticals. If the issues in dispute involve scientific, technical or commercial matters, the arbitrators chosen hereunder will engage experts that have educational training or industry experience sufficient to demonstrate a reasonable level of relevant scientific, technical and commercial knowledge, as necessary to resolve such Dispute. Within thirty (30) days after initiation of arbitration, the Parties will select the arbitrators. SLB, on the one hand, will select one arbitrator and Biomica, on the other hand, will select one arbitrator (or, if either Party fails to make a choice, the ICC will select one arbitrator on behalf of such Party) and the two (2) arbitrators selected by the Parties will mutually select a third arbitrator (or, if they fail to make or agree on a choice, the ICC will select a third arbitrator). In making their Dispute resolution determination, the arbitrators will not have the authority to modify any term or provision of this Agreement. A majority consensus decision by any two (2) of the arbitrators will be final, conclusive and binding on the Parties. The place of arbitration will be [***], and all proceedings and communications will be in English.

14.2.4. Prior to the arbitrators being selected, either Party, without waiving any remedy under this Agreement, may seek a temporary restraining order or preliminary injunction pursuant to Section 14.3 (Preliminary Injunctions) prior to final resolution of the Dispute by the arbitrators or other resolution of the controversy between the Parties. Once the arbitrators are in place, either Party may apply to the arbitrators for interim injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved, and either Party may apply to a court of competent jurisdiction to enforce such interim injunctive relief granted by the arbitrators. Any final award by the arbitrators may be entered by either Party in any court having appropriate jurisdiction for a judicial recognition of the decision and applicable orders of enforcement. The arbitrators may render early or summary disposition of some or all Dispute issues, after the Parties have had a reasonable opportunity to make submissions on those issues. The arbitrators will have no authority to award punitive or any other type of damages not directly measured by a Party's compensatory damages.

14.2.5. Except to the extent necessary to confirm an award or as may be required by applicable law, neither a Party nor an arbitrator may disclose the existence, content, or results of a Dispute arbitration without the prior written consent of both Parties. In no event may a Dispute arbitration be initiated after the date when commencement of a legal or equitable proceeding based on such Dispute's dispute, controversy or claim would have been barred by the applicable statute of limitations under applicable laws.

14.3. Preliminary Injunctions. Notwithstanding any provision to the contrary set forth in this Agreement, in the event of an actual or threatened breach of a Party's covenants or obligations under this Agreement, a Party may seek a temporary restraining order or a preliminary injunction from any court of competent jurisdiction in order to prevent immediate and irreparable injury, loss, or damage on a provisional basis.

15. Miscellaneous.

15.1. Entire Agreement. This Agreement is the sole agreement with respect to the subject matter hereof and except as expressly set forth herein, supersedes all other agreements and understandings between the parties with respect to the same.

15.2. Notices. Unless otherwise specifically provided, all notices required or permitted by this Agreement shall be in writing and may be delivered personally, or may be sent by email (if the sender retains evidence of successful transmission and if the sender promptly sends the original by ordinary mail), expedited delivery or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 15.2:

If to SLB:
Address: [***]
Email: [***]

If to Biomica:
[***]
Attention: CEO and VP Legal
Email: [***]

Any notice shall be deemed to have been received as follows: (a) by personal delivery or expedited delivery, upon receipt; (b) by email, on the date sent; (c) by certified mail, as evidenced by the return receipt. If notice is sent by email, a confirming copy of the same shall be sent by mail to the same address.

15.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.

15.4. Headings. Section and subsection headings are inserted for convenience of reference only and do not form a part of this Agreement.

15.5. Counterparts. The parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. If by electronic mail, the executed Agreement must be delivered in a .pdf format.

15.6. Amendment; Waiver. This Agreement may be amended, modified, superseded or canceled, and any of the terms may be waived, only by a written instrument executed by each party or, in the case of waiver, by the party waiving compliance. The delay or failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect the rights at a later time to enforce the same. No waiver by either party of any condition or of the breach of any term contained in this Agreement, whether by conduct, or otherwise, in any one or more instances, shall be deemed to be, or considered as, a further or continuing waiver of any such condition or of the breach of such term or any other term of this Agreement.

15.7. No Agency or Partnership. Nothing contained in this Agreement shall give either party the right to bind the other, or be deemed to constitute either party as agent for or partner of the other or any third party.

15.8. Assignment and Successors. This Agreement may not be assigned by either party without the consent of the other, which consent shall not be unreasonably withheld, except that each Party may, without such consent, assign this Agreement in its entirety and all of the rights, obligations and interests of such Party to any Affiliate of such Party or to any purchaser of all or substantially all of its assets or all of its equity, or to any successor entity resulting from any merger or consolidation of such Party with or into such corporation; provided, in each case, that the assignee agrees in writing to be bound by the terms of this Agreement.

15.9. Force Majeure. Except for monetary obligations hereunder, neither party will be responsible for delays resulting from causes beyond the reasonable control of such party, including fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

15.10. Interpretation. Each party hereto acknowledges and agrees that: (a) it and/or its counsel reviewed and negotiated the terms and provisions of this Agreement and has contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; (c) the terms and provisions of this Agreement shall be construed fairly as to both parties hereto and not in favor of or against either party, regardless of which party was generally responsible for the preparation of this Agreement; and (d) the use of "include," "includes," or "including" herein shall not be limiting and "or" shall not be exclusive.

15.11. Severability. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected.

15.12. Exhibit(s). This Exhibit (s) is an integral part of this Agreement and has the same legal effect as this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Biomica Ltd.

By:_____

Name:_____

Title: _____

Shanghai Lishan Biopharmaceuticals, Ltd.

By:_____

Name:_____

Title:_____

Exhibit A
Description of BMC128

[***]

Exhibit B
List of Patent Applications

[***]

Exhibit C
Development Plan

[***]

Exhibit D
Protocols, Animal Models and Assays

[***]

Exhibit E
Transition Plan

[***]

Exhibit F
Diligence and Annual Report

[***]

Exhibit G

Press Release

Evogene and Shanghai Lishan Biopharmaceuticals Co. Announce Exclusive Licensing Agreement for BMC128, a Microbiome-Based Therapeutic for Renal and Lung Cancer

BMC128 was developed by Biomica, Evogene's subsidiary, and is currently completing Phase 1 clinical study, showing promising early clinical results

Rehovot, Israel and Shanghai, China – February 4, 2026 – Evogene Ltd. (Nasdaq/TASE: EVGN) ("Evogene"), a pioneering computational chemistry company specializing in generative design of small molecules for the pharmaceutical and agricultural industries, and **Shanghai Lishan Biopharmaceuticals Co., Ltd.** ("Lishan Biotech"), a China-based clinical-stage biotechnology company focused on innovative therapies in the fields of immunity and inflammation, today announced that Biomica Ltd. ("Biomica"), Evogene's subsidiary and Lishan Biotech entered into an exclusive worldwide licensing agreement for BMC128 (designated as LS-LBP-002 by Lishan Biotech), a first-in-class microbiome-based therapeutic designed to enhance anti-tumor immune activity. BMC128 was developed by Biomica and is currently completing a Phase 1 clinical study, showing promising early clinical results.

BMC128 is a live biopharmaceutical consortium composed of four human gut bacterial strains with defined functional capabilities that enhance responses to immunotherapy and stimulate anti-tumor immune activity. BMC128 is currently completing a Phase 1 clinical study in renal cell carcinoma and non-small cell lung cancer and has demonstrated encouraging early clinical promise. Results to date show an excellent safety and tolerability profile, together with early signs of efficacy, including a high proportion of patients with previously progressive disease achieving stable disease during treatment.

Under the agreement, Lishan Biotech will assume responsibility for global clinical development, manufacturing, and commercialization of BMC128. Biomica will be eligible to receive development milestone payments and royalties on future commercial sales, in accordance with an agreed-upon schedule.

Lishan Biotech plans to advance BMC128 into a Phase 2 clinical study and to pursue regulatory filings in both China and the United States for future commercialization.

Dr. Weijie Chen, Chairman of Lishan Biotech, stated: “This collaboration ensures that BMC128 continues to advance toward its next clinical milestones. We are impressed by the effects observed with BMC128 in lung and renal cancer patients who had experienced disease progression prior to treatment, and we look forward to advancing the program through further development and ultimately toward commercialization, for the benefit of cancer patients worldwide.”

Ofer Haviv, CEO of Evogene and Biomica, commented: “We are pleased to partner with Lishan Biotech as BMC128 enters its next phase of development. Lishan Biotech’s strong development capabilities and commitment to innovative microbiome-based therapeutics position this program for meaningful value creation in difficult-to-treat cancers. As a major shareholder of Biomica, Evogene expects to benefit from BMC128’s future success.”

Dr. Jing Bao, MD, a Director (Board Member) of Biomica Ltd with a PhD from the Weizmann Institute of Science, stated: “We are very pleased to see the execution of this meaningful and impactful collaboration agreement. This partnership brings together China’s clinical development capabilities with Israel’s innovation in microbiome science. We believe the success of this project will benefit patients worldwide and contribute to important breakthroughs in microbiome-based therapeutics.”

About Evogene Ltd.:

Evogene Ltd. (Nasdaq/TASE: EVGN) is a pioneering company in computational chemistry, specializing in the generative design of small molecules for the pharmaceutical and agricultural industries.

At the core of its technology is ChemPass AI™, a proprietary generative AI engine that enables the design of novel, highly potent small molecules optimized across multiple critical parameters. This powerful platform significantly improves success rates while reducing development time and costs.

Built on this powerful technological foundation, and through strategic partnerships alongside internal product development, Evogene is focused on creating breakthrough products for the pharmaceutical and agricultural industries, driven by the integration of scientific innovation with real-world industry needs.

For more information, please visit www.evogene.com.

About Lishan Biotech:

Lishan Biotech is a clinical-stage biotechnology company dedicated to the research and development of innovative therapies. Its globally unique Swarming technology enables it to break through the century-old challenge of gut microbial colonization. It has built a "Golden Triangle" system comprising " Stable Strain Colonization + Microbiome Mimicry + Precise Clinical Enrollment". The company is focused on development of microbiome-based innovative therapies for complex chronic diseases, including inflammation, oncology, and neurological disorders. By targeting world-leading drug targets and mechanisms of action, Lishan Biotech aims to address high-value unmet medical needs with first-in-class or best-in-class therapies, delivering safe and reliable pharmaceutical products to patients worldwide.
For more information, please visit https://www.lishan.ltd.

Forward-Looking Statements:

This press release contains "forward-looking statements" relating to future events. These statements may be identified by words such as "will", "may", "could", "expects", "intends", "anticipates", "plans", "believes", "scheduled", "estimates", "demonstrates", or words of similar meaning. For example, Evogene and Biomica are using forward-looking statements in this press release when they discuss Lishan Biotech's success of advancing BMC128 into a Phase 2 clinical study and filing for regulatory approval towards future commercialization, Biomica's receipt of development milestone payments and royalties on future commercial sales and potential value creation, and the safety and potential efficacy of BMC128 and its potential benefits for patients with renal cell carcinoma and non-small cell lung cancer. Such statements are based on current expectations, estimates, projections and assumptions, describe opinions about future events, and involve certain risks and uncertainties which are difficult to predict and are not guarantees of future performance. Therefore, actual future results, performance or achievements of Evogene and its subsidiaries may differ materially from what is expressed or implied by such forward-looking statements due to a variety of factors, many of which are beyond the control of Evogene and its subsidiaries, including, without limitation, the aftermath of the recent war between Israel and each of (i) the terrorist groups, Hamas and Hezbollah, (ii) Iran, and (iii) other regional terrorist groups supported by Iran, and any potential destabilizations in Israel, neighboring territories or the Middle East region, as well as those additional risk factors identified in Evogene's reports filed with applicable securities authorities. Evogene and its subsidiaries disclaim any obligation or commitment to update these forward-looking statements to reflect future events or developments or changes in expectations, estimates, projections, and assumptions.

Contact

ir@evogene.com
Tel: +972-8-9311901

lishan@lishan.ltd
Tel: +86-021-68888088

Exhibit 8.1

List of Subsidiaries

Name of Subsidiary	Jurisdiction
AgPlenus Ltd.	Israel
Biomica Ltd.	Israel
Casterra Ag Ltd. (formerly known as Evofuel Ltd.).	Israel
Lavie Bio Ltd.	Israel

Exhibit 11.1

EVOGENE LTD.

INSIDER TRADING COMPLIANCE POLICY

Amended on March [__], 2026

Contents

EVOGENE LTD.

INSIDER TRADING COMPLIANCE POLICY

The shares of Evogene Ltd. (the "***Company***") are traded on the Tel Aviv Stock Exchange Ltd. (the "***TASE***") and the Nasdaq (the "***Nasdaq***"). Israeli and U.S. federal securities laws prohibit trading in the securities of a company while in possession of material nonpublic information and disclosure of material nonpublic information and in breach of a duty of trust or confidence. These laws also prohibit anyone who is aware of material nonpublic information from providing this information to others who may trade. Violating such laws can undermine investor trust, harm our company's reputation, and result in your dismissal from Evogene Ltd. (together with its subsidiaries, the "***Company***") or even serious criminal and civil charges against you and the Company.

This Insider Trading Compliance Policy (this "***Policy***") outlines your responsibilities to avoid insider trading and implements certain procedures to help you avoid even the appearance of insider trading.

I. Introduction and Persons Covered by this Policy

This Policy applies to all officers[1], directors, employees of the Company, and self-employed Company's personnel. As someone subject to this Policy, you are responsible for ensuring that members of your household also comply with this Policy. This Policy also applies to any entities you or a member of your household control, including any corporations, limited liability companies, partnerships, or trusts, and transactions by such entities should be treated for the purposes of this Policy and applicable securities laws as if they were for your own account. The Company may determine that this Policy applies to additional persons with access to material nonpublic information, such as contractors or consultants. This Policy extends to all activities within and outside your Company duties. Officers, directors, employees, self-employed Company's personnel, together with any other person designated as being subject to this Policy, are referred to collectively as "Covered Persons," or "you". Every Covered Person must review this Policy.

In addition, the Company itself must comply with securities laws applicable to its own securities trading activities, and must not engage in any transaction involving a purchase or sale of its securities, including any offer to purchase or offer to sell or other disposition of its securities, when it is in possession of material nonpublic information concerning the Company, other than in compliance with applicable law, subject to the policies and procedures adopted by the Company and the exceptions listed in Section II of this Policy to the extent applicable.

[1] For the purpose of this Policy, the term "officer" has the meaning of the term in Rule 16a-1(f) under the Securities Exchange Act of 1934, as amended which means the Company's president, principal financial officer, principal accounting officer (or, if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions for the Company. Officers of the Company's parent(s) or subsidiaries shall be deemed officers of the Company if they perform such policy-making functions for the Company. "Policy-making function" is not intended to include policy-making functions that are not significant.

Questions regarding the Policy should be directed to the Company's General Counsel (the "***Compliance Officer***") who shall be responsible for the administration of this Policy; provided that if the General Counsel is unavailable or personally involved in the transaction at issue, the Compliance Officer will be the Company's Chief Financial Officer.

Actions taken by the Company, the Compliance Officer, or any other Company personnel do not constitute legal advice, nor do they insulate you from the consequences of noncompliance with this Policy or with securities laws.

II. Statement of Policies Prohibiting Insider Trading

No Covered Person shall purchase or sell any type of security while in possession of material nonpublic information relating to the security or the issuer of such security, whether the issuer of such security is the Company or any other company. In addition, if a Covered Person is in possession of material nonpublic information about other publicly-traded companies, such as suppliers, customers, competitors or potential acquisition targets, the Covered Person may not trade in such other companies' securities until the information becomes public or is no longer material. Further, no Covered Person shall purchase or sell any security of any other company, including another company in the Company's industry, while in possession of material nonpublic information if such information is obtained in the course of the Covered Person's employment or service with the Company.

These prohibitions do not apply to:

- purchases of the Company's securities from the Company or sales of the Company's securities to the Company;
- exercises of share options or other equity awards or the surrender of shares to the Company in payment of the exercise price or in satisfaction of any tax withholding obligations in a manner permitted by the applicable equity award agreement, or vesting of equity-based awards that, in each case, do not involve a market sale of the Company's securities (the "***cashless exercise***" of a Company share option through a broker *does* involve a market sale of the Company's securities, and therefore would not qualify under this exception);
- *bona fide* gifts of the Company's securities unless the person giving the gift knows or has reason to believe that the recipient intends to sell the securities while the donor is in possession of material nonpublic information about the Company; or
- purchases or sales of the Company's securities made pursuant to a plan adopted to comply with the Rule 10b5-1 under Securities Exchange Act of 1934, as amended (the "***Exchange Act***" and "***Rule 10b5-1***"). For more information about Rule 10b5-1 trading plans, see Section VI below.

No Covered Person will directly or indirectly communicate (or "***tip***") material nonpublic information to anyone outside the Company (except in accordance with the Company's policies regarding confidential information) or to anyone within the Company other than on a "need-to-know" basis.

III. Explanation of Insider Trading

*"**Insider trading**"* refers to the purchase or sale of a security while in possession of material nonpublic information relating to the security or the issuer of such security.

*"**Securities**"* includes shares, bonds, notes, debentures, options, warrants, equity and other convertible securities, as well as derivative instruments.

*"**Purchase**"* and *"**sale**"* are defined broadly under the federal securities law. *"*Purchase*"* includes not only the actual purchase of a security, but any contract to purchase or otherwise acquire a security. *"*Sale*"* includes not only the actual sale of a security, but any contract to sell or otherwise dispose of a security. These definitions extend to a broad range of transactions, including conventional cash-for-shares transactions, conversions, the exercise of share options, transfers, gifts, and acquisitions and exercises of warrants or puts, calls, pledging and margin loans, or other derivative securities.

A. What Information is Material?

Information is considered "***material***" if there is a substantial likelihood that a reasonable investor would consider it important in making a decision to buy, sell, or hold a security, or if the information is likely to have a significant effect on the market price of the security. Material information can be positive or negative and can relate to virtually any aspect of a company's business or to any type of security, debt, or equity. Also, information that something is likely to happen in the future—or even just that it may happen—could be deemed material.

Examples of information that could be material include (but are not limited to) information about corporate earnings or earnings forecasts; possible mergers, acquisitions, tender offers, or dispositions; dividends; major new products or product developments; important business developments such as major contract awards or cancellations, developments regarding strategic collaborators, or the status of regulatory submissions; management or control changes; significant borrowing or financing developments, including pending public sales or offerings of debt or equity securities; defaults on borrowings; bankruptcies; cybersecurity or data security incidents; and significant litigation or regulatory actions. Moreover, material information does not have to be related to a company's business. For example, the contents of a forthcoming newspaper column (relating to the Company or another company) that is expected to affect the market price of a security can be material.

Questions regarding material information should be directed to the Compliance Officer.

A good rule of thumb: When in doubt, do not trade.

B. What is Nonpublic?

Information is "***nonpublic***" if it is not available to the general public. In order for information to be considered public, it must be widely disseminated in a manner making it generally available to investors in a Regulation FD-compliant method, such as, through newswire services such as Dow Jones, Reuters, Bloomberg, Business Wire, The Wall Street Journal, Associated Press, or United Press International; broadcasts on widely available radio or television programs; publication in a widely available newspaper, magazine, or news website; a Regulation FD-compliant conference call; or public disclosure documents filed with the US Securities and Exchange Commission (the "***SEC***") that are available on the SEC's website. Note that simply posting information to the Company's website may not be sufficient disclosure to make the information public.

The circulation of rumors, even if accurate and reported in the media, does not constitute effective public dissemination. In addition, even after a public announcement, a reasonable period of time must lapse in order for the market to react to the information. Generally, one should allow two full trading days following publication as a reasonable waiting period before such information is deemed to be public. For purposes of this Policy, a "trading day" is a day on which U.S. national stock exchanges are open for trading. If, for example, the Company were to make an announcement on a Monday prior to 9:30 a.m. Eastern Time, the information would be deemed public after the close of trading on Tuesday. If an announcement were made on a Monday after 9:30 a.m. Eastern time, the information would be deemed public after the close of trading on Wednesday.

C. Who is an Insider?

"***Insiders***" include officers, directors, any employees of a company, and self-employed Company's personnel, or anyone else who has material nonpublic information about a company. This includes, under Israeli Securities Law of 1968 (the "**Israeli Securities Law**"), certain shareholders of the Company. Insiders have independent fiduciary duties to their company and its shareholders not to trade on material nonpublic information relating to the company's securities. Insiders may not trade in the Company's securities while in possession of material nonpublic information relating to the Company, nor may they tip such information to anyone outside the Company (except in accordance with the Company's policies regarding the protection or authorized external disclosure of Company information) or to anyone within the Company other than on a "need-to-know" basis.

Individuals subject to this Policy are responsible for ensuring that members of their households also comply with this Policy. This Policy also applies to any entities controlled by individuals subject to the Policy, including any corporations, limited liability companies, partnerships or trusts, and transactions by these entities should be treated for the purposes of this Policy and applicable securities laws as if they were for the individual's own account.

D. Trading by Persons Other Than Insiders

Insiders may be liable for communicating or tipping material nonpublic information to a third party ("***tippee***"), and insider trading violations are not limited to trading or tipping by insiders. Persons other than insiders can also be liable for insider trading, including tippees who trade on material nonpublic information tipped to them or individuals who trade on material nonpublic information that has been misappropriated. Insiders may be held liable for tipping even if they receive no personal benefit from tipping and even if no close personal relationship exists between them and the tippee.

Tippees inherit an insider's duties and are liable for trading on material nonpublic information illegally tipped to them by an insider. Similarly, just as insiders are liable for the insider trading of their tippees, so are tippees who pass the information along to others who trade. In other words, a tippee's liability for insider trading is no different from that of an insider. Tippees can obtain material nonpublic information by receiving overt tips from others or through, among other things, conversations at social, business, or other gatherings.

E. Penalties for Engaging in Insider Trading

Penalties for trading on or tipping material nonpublic information can extend significantly beyond any profits made or losses avoided, both for individuals engaging in such unlawful conduct and their employers. The SEC, the U.S. Department of Justice, and the Israeli Securities Authority (the "**ISA**") have made the civil and criminal prosecution of insider trading violations a top priority. Enforcement remedies available to the government or private plaintiffs under the federal and Israeli securities laws include:

SEC and ISA administrative sanctions;

securities industry self-regulatory organization sanctions;

civil injunctions;

damage awards to private plaintiffs;

disgorgement of all profits;

civil fines for the violator of up to three times the amount of profit gained or loss avoided;

civil fines for the employer or other controlling person of a violator (i.e., where the violator is an employee or other controlled person) of up to the greater of $2.17 million (subject to adjustment for inflation) or three times the amount of profit gained or loss avoided by the violator;

criminal fines for individual violators of up to $5 million ($25 million for an entity); and

jail sentences of up to 20 years.

Further, according to the Israeli Securities Law, 5728-1968, an insider may be subject to penalties of more than NIS 1,000,000 or to imprisonment for a term of up to five years.

In addition, insider trading could result in serious sanctions by the Company, including dismissal. Insider trading violations are not limited to violations of the federal securities laws. Other federal and state civil or criminal laws, such as the laws prohibiting mail and wire fraud and the Racketeer Influenced and Corrupt Organizations Act (RICO), may also be violated in connection with insider trading.

F. Size of Transaction and Reason for Transaction Do Not Matter

The size of the transaction or the amount of profit received does not have to be significant to result in prosecution. The SEC and the ISA have the ability to monitor even the smallest trades, and perform routine market surveillance. Brokers or dealers are required by law to inform the SEC of any possible violations by people who may have material nonpublic information. The SEC aggressively investigates even small insider trading violations.

G. Presumption on Use of Material Nonpublic Information by Key Insiders

Under Israeli Securities Law, it is presumed that any Key Insider[1] of the Company, who either (i) purchased any of the Company's securities within a three-month period following the sale of Company's securities by such Key Insider, or (ii) sold any of the Company's securities within a three-month period following the purchase of Company's securities by such Key Insider, has used material nonpublic information. Such Key Insider may provide evidence indicating that the aforementioned purchase or sale of Company's securities was in fact not carried out while using material nonpublic information. However, in such case the burden of proof will be shifted to the Key Insider.

IV. Statement of Procedures to Prevent Insider Trading

The following procedures have been established, and will be maintained and enforced, by the Company to prevent insider trading.

A. Blackout Periods and Pre-Clearance

The period during which the Company prepares quarterly financials is a sensitive time for insider trading purposes, as Company personnel may be more likely to possess, or be presumed to possess, material nonpublic information. To avoid the appearance of impropriety and assist Company personnel in planning transactions in the Company's securities for appropriate times, **no officer, director, employee, or self-employed Company's personnel (as well as any individual or entity covered by this Policy by virtue of their relationship to such director, officer or employee) will purchase or sell any security of the Company during the period beginning at 11:59 p.m. ET on the 14th calendar day before the end of any fiscal quarter of the Company and ending at the close of trading on the second full trading day after the public release of earnings data for such fiscal quarter or during any other trading suspension period declared by the Company (the "*Blackout Period*").** For example, if the Company's fourth fiscal quarter ends on December 31, the corresponding blackout period would begin at 11:59 p.m., ET, on December 17 and end at the close of trading (generally, 4:01 p.m., ET) on the second full trading day after the public release of earnings data for such fiscal quarter.

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[2] Under Section 52E(b) of the Israeli Securities Law, a "Key Insider" is either (i) any director, the Chief Executive Officer, deputy general manager, deputy to the Chief Executive Officer, controller and internal auditor, and any person acting at such position, even if his/her position title is different, as well as any main shareholder (a shareholder holding 5% or above of a company or voting rights in the company or has the right to appoint a director); (ii) any household members thereof; or (iii) any entity controlled by any such person in either (i) or (ii).

Exceptions to the blackout period policy may be approved, in limited circumstances, only by the Compliance Officer or, in the case of exceptions for directors, the Board of Directors or Audit Committee of the Board of Directors.

From time to time, the Company, through the Board of Directors or the Compliance Officer, may recommend that officers, directors, employees, or others suspend trading in the Company's securities because of developments that have not yet been disclosed to the public. Subject to the exceptions noted above, all those affected should not trade in the Company's securities while the suspension is in effect, and should not disclose to others that the Company has suspended trading.

The Company has determined that all Access Insiders[2] should refrain from trading in the Company's securities, even outside of the Blackout Period, without first complying with the Company's "pre-clearance" process. A request for pre-clearance must be in writing (including by e-mail), should be made at least two (2) business days in advance of the proposed transaction, and should include: the identity of the Access Insider, a description of the proposed transaction, the proposed date of the transaction, and the number of shares or other securities involved. In addition, the Access Insider must execute a certification (in the form approved by the Compliance Officer, a template of which is attached as **Schedule A** hereto) that he or she is not aware of material nonpublic information about the Company. The Compliance Officer will have sole discretion to decide whether to clear any contemplated transaction. All trades that are pre-cleared must be effected within five (5) U.S. business days of receipt of the pre-clearance, unless a specific exception has been granted by the Compliance Officer. A pre-cleared trade (or any portion of a pre-cleared trade) that has not been effected during the five (5) U.S. business day period must be pre-cleared again prior to execution. Notwithstanding receipt of pre-clearance, if the Access Insider becomes aware of material nonpublic information or becomes subject to a blackout period before the transaction is effected, the transaction may not be completed. At the time of executing a trade in the Company's securities, such individuals will be responsible for verifying that the Company has not imposed any restrictions on their ability to engage in trades. For the avoidance of doubt, this paragraph shall not apply to a 10b5-1 plan, after it has been set up.

None of the Company, the Compliance Officer, or the Company's other employees will have any liability for any delay in reviewing, or refusal of, a request for pre-clearance submitted pursuant to this Section. Notwithstanding any pre-clearance of a transaction pursuant to this Section, none of the Company, the Compliance Officer, or the Company's other employees assumes any liability for the legality or consequences of such transaction to the person engaging in such transaction, who will remain fully responsible for any consequences of such transaction.

B. Post-Termination Transactions

This Policy continues to apply to transactions in the Company's securities even after termination of service to the Company. If you are in possession of material nonpublic information when your service terminates, you may not trade in the Company's securities until that information has become public or is no longer material.

C. Termination

The restrictions set forth in this Policy apply to Covered Persons following the termination of their employment or term of office, as applicable, for the longer of the following: (1) if the Insider is aware of Material Nonpublic Information when his or her employment or term of office terminates, until such information ceases to be material or until the close of business on the second Trading Day following the date on which such information is properly disclosed to the public, (2) if the termination of employment or term of office occurs outside a Trading Window, until the next Trading Window or until such earlier date determined by the Company Corporate Secretary and (3) for such period as the Company's Compliance Officer shall determine such person is likely to be in possession of Material Nonpublic Information about the Company and/or its subsidiaries.

[3] "Access Insiders" are (1) members of the board of directors, (2) the executive officers, (3) the controller, (4) the investor relations department of the Company, and (5) other employees that the Compliance Officer deems to have routine access to material non-public information.

V. Additional Prohibited Transactions

The Company has determined that there is a heightened legal risk and/or the appearance of improper or inappropriate conduct if the persons subject to this Policy engage in certain types of transactions. Therefore, Covered Persons shall comply with the following policies with respect to certain transactions in the Company securities:

A. Short Sales

Short sales of the Company's securities evidence an expectation on the part of the seller that the securities will decline in value, and therefore signal to the market that the seller has no confidence in the Company or its short-term prospects. In addition, short sales may reduce the seller's incentive to improve the Company's performance. For these reasons, short sales of the Company's securities are prohibited by this Policy.

B. Publicly Traded Options

A transaction in options is, in effect, a bet on the short-term movement of the Company's shares and therefore creates the appearance that an officer, director, employee, or self-employed Company personnel is trading based on material nonpublic information. Transactions in options may also focus a Covered Person's attention on short-term performance at the expense of the Company's long-term objectives. Accordingly, transactions by Covered Persons in puts, calls, or other derivative securities involving the Company's equity securities, on an exchange or in any other organized market, are prohibited by this Policy.

C. Hedging Transactions

Certain forms of hedging or monetization transactions, such as zero-cost collars and forward sale contracts, allow a Covered Person to lock in much of the value of his or her share holdings, often in exchange for all or part of the potential for upside appreciation in the shares. Such transactions allow the Covered Person to continue to own the covered securities, but without the full risks and rewards of ownership. When that occurs, the Covered Person may no longer have the same objectives as the Company's other shareholders. Therefore, such transactions by Covered Persons involving the Company's equity securities are prohibited by this Policy.

D. Purchases of the Company's Securities on Margin; Pledging the Company's Securities to Secure Margin or Other Loans

Purchasing on margin means borrowing from a brokerage firm, bank, or other entity in order to purchase the Company's securities (other than in connection with a cashless exercise of share options under the Company's equity plans). Margin purchases of the Company's securities by Covered Persons are prohibited by this Policy. Pledging the Company's securities as collateral to secure loans is also prohibited. This prohibition means, among other things, that you cannot hold the Company's securities in a "margin account" (which would allow you to borrow against your holdings to buy securities).

E. Director and Executive Officer Cashless Exercises

The Company will not arrange with brokers to administer cashless exercises on behalf of directors and executive officers of the Company. Directors and executive officers of the Company may use the cashless exercise feature of their equity awards; provided however, that the Company's involvement is procedural only to avoid any inference that the Company has "extended credit" in the form of a personal loan to the director or executive officer in violation of applicable law. Questions about cashless exercises should be directed to the Compliance Officer.

F. Standing Orders

A standing order placed with a broker to sell or purchase Company securities at a specified price leaves the security-holder with no control over the timing of the transaction. A transaction pursuant to a standing order, which does not meet the standards of a Rule 10b5-1 trading plan (as defined below) approved in compliance with this Policy, executed by the broker when the individual subject to this Policy is aware of material nonpublic information about the Company, may result in unlawful insider trading. Other than in connection with Rule 10b5-1 trading plan under this Policy, entry into or fulfillment of a standing order is prohibited whenever an individual subject to this Policy is in possession of material nonpublic information about the Company (including during a quarterly blackout period for persons subject to the blackout restrictions of this Policy or ad hoc blackout period for those insiders subject to such procedures). All standing orders must be of limited duration, cancelable, and in the case of a person subject to the blackout restrictions of this Policy or a person subject to an ad hoc blackout period, must be immediately canceled upon commencement of quarterly blackout or ad hoc blackout period, as applicable.

G. Partnership Distributions

Nothing in this Policy is intended to limit the ability of an investment fund, a venture capital partnership or other similar entity with which a director is affiliated to distribute Company securities to its partners, members or other similar persons. It is the responsibility of each affected director and the affiliated entity, in consultation with their own counsel (as appropriate), to determine the timing of any distributions, based on all relevant facts and circumstances and applicable securities laws.

VI. Rule 10b5-1 Trading Plans

The trading restrictions set forth in this Policy, other than those transactions described under "Additional Prohibited Transactions," do not apply to transactions under a previously established contract, plan or instruction to trade in the Company's securities entered into in accordance with Rule 10b5-1 trading plan that:

- has been submitted to and pre-approved by the Compliance Officer;
- includes a "Cooling Off Period" as required under Rule 10b5-1, which are as follows as of the date of adoption of this Policy :
    - for directors and officers that extends to the later of 90 days after adoption or modification of a Rule 10b5-1 trading plan or two (2) business days after filing the Form 20-F or Form 6-K with financial results covering the fiscal quarter in which the Rule 10b5-1 trading plan was adopted, up to a maximum of 120 days; and
    - for employees and any other persons, other than the Company, that extends 30 days after adoption or modification of a Rule 10b5-1 trading plan;
- for directors and officers, includes a representation in the Rule 10b5-1 trading plan that the directors or officers is (1) not aware of any material nonpublic information about the Company or its securities; and (2) adopting the Rule 10b5-1 trading plan in good faith and not as part of a plan or scheme to evade Rule 10b-5;
- has been entered into in good faith at a time when the individual was not in possession of material nonpublic information about the Company and not otherwise in a blackout period, and the person who entered into the Rule 10b5-1 trading plan has acted in good faith with respect to the Rule 10b5-1 trading plan;
- either (1) specifies the amounts, prices, and dates of all transactions under the Rule 10b5-1 trading plan; or (2) provides a written formula, algorithm, or computer program for determining the amount, price, and date of the transactions, and (3) prohibits the individual from exercising any subsequent influence over the transactions; and
- complies with all other applicable requirements of Rule 10b5-1.

The Compliance Officer may impose such other conditions on the implementation and operation of the Rule 10b5-1 trading plan as the Compliance Officer deems necessary or advisable. Individuals may not adopt more than one Rule 10b5-1 trading plan at a time except under the limited circumstances permitted by Rule 10b5-1 and subject to pre-approval by the Compliance Officer.

Although non-discretionary Rule 10b5-1 trading plans are preferred, discretionary Rule 10b5-1 trading plans, where the discretion or control over trading is transferred to a broker, are permitted if pre-approved by the Compliance Officer.

Revocation of Rule 10b5-1 trading plans should occur only in unusual circumstances. Effectiveness of any revocation or amendment of a Rule 10b5-1 trading plan will be subject to the prior review and approval of the Compliance Officer. Revocation is effected upon written notice to the broker. You should note that revocation of a Rule 10b5-1 trading plan can result in the loss of an affirmative defense for past or future transactions under a Rule 10b5-1 trading plan. You should consult with your own legal counsel before deciding to revoke Rule 10b5-1 trading plan.

An individual may only modify a Rule 10b5-1 trading plan outside of a blackout period and, in any event, when the individual does not possess material nonpublic information. Modifications to and terminations of a Rule 10b5-1 trading plan are subject to pre-approval by the Compliance Officer and modifications of a Rule 10b5-1 trading plan that change the amount, price, or timing of the purchase or sale of the securities underlying a Rule 10b5-1 trading plan will trigger a new Cooling-Off Period.

The Company reserves the right to publicly disclose, announce, or respond to inquiries from the media regarding the adoption, modification, or termination of a Rule 10b5-1 trading plan and non-Rule 10b5-1 trading arrangements, or the execution of transactions made under a Rule 10b5-1 trading plan. The Company also reserves the right from time to time to suspend, discontinue, or otherwise prohibit transactions under a Rule 10b5-1 trading plan if the Compliance Officer or the Board of Directors, in its discretion, determines that such suspension, discontinuation, or other prohibition is in the best interests of the Company.

Compliance of a Rule 10b5-1 trading plan with the terms of Rule 10b5-1 and the execution of transactions pursuant to the Rule 10b5-1 trading plan are the sole responsibility of the person initiating the Rule 10b5-1 trading plan, and none of the Company, the Compliance Officer, or the Company's other employees assumes any liability for any delay in reviewing and/or refusing to approve a Rule 10b5-1 trading plan submitted for approval, nor the legality or consequences relating to a person entering into, informing the Company of, or trading under, a Rule 10b5-1 trading plan.

If required, an SEC Form 144 will be filled out and filed by the individual/brokerage firm in accordance with the existing rules regarding Form 144 filings. A footnote at the bottom of the Form 144 should indicate that the trades are in accordance with a Rule 10b5-1 trading plan that complies with Rule 10b5-1 and noting the expiration date of such Rule 10b5-1 trading plan.

During an open trading window, trades differing from Rule 10b5-1 trading plan instructions that are already in place are allowed as long as the Rule 10b5-1 trading plan continues to be followed.

The transactions prohibited under this Policy, including among others short sales and hedging transactions, may not be carried out through a Trading Plan or other arrangement or trading instruction involving potential sales or purchases of the Company's securities.

VII. Rule 144 and Section 16 Matters for Directors and Officers

Directors and executive officers of the Company must also comply with Rule 144 under the U.S. Securities Act of 1933, as amended ("***Rule 144***"), or another applicable exemption from registration. The practical effect of Rule 144 is that directors and officers who sell the Company's securities may be required to comply with a number of requirements including holding period, volume limitation, manner of sale and SEC filing requirements. The Company may provide separate memoranda and other appropriate materials to its directors and officers regarding compliance with Rule 144.

Section 16 of the Exchange Act ("***Section 16***"), and the related rules and regulations, set forth obligations and limitations applicable to certain persons at a company. The Company's Board of Directors has determined and notified those persons who are required to comply with Section 16, and the related rules and regulations, because of their positions with the Company.

The timely reporting of transactions requires tight interface with brokers handling transactions for persons that are subject to Section 16. A knowledgeable, alert broker can also serve as a gatekeeper, helping to ensure compliance with the Company's pre-clearance procedures and helping prevent inadvertent violations. Therefore, in order to facilitate timely compliance with the requirements of Section 16, persons subject to Section 16 need to make sure that their brokers comply with the following requirements:

- not enter any order (except for orders under pre-approved Rule 10b5-1 trading plans) without first verifying with the Company that a transaction was pre-cleared and complying with the brokerage firm's compliance procedures (e.g., Rule 144); and

- report before the close of business on the day of the execution of the transaction to the Company in writing via e-mail to the Compliance Officer, and if receipt is not verified in writing by the Company, also verify receipt by telephone, the complete details of every transaction (i.e., date, type of transaction, number of shares and price) involving the Company's equity securities, including gifts, transfers, pledges and all transactions under 10b5-1 and other trading plans.

Because it is the legal obligation of the trading person to cause any filings on Form 3, Form 4, Form 5 or Form 144 (or as may otherwise be required) to be made, you are strongly encouraged to confirm following any transaction that your broker has immediately e-mailed the required information to the Company and confirmed receipt of such information.

VIII. Interpretation, Amendment, and Implementation of this Policy

The Compliance Officer shall have the authority to interpret and update this Policy and its Schedules and all related policies and procedures. In particular, such interpretations and updates of this Policy, as authorized by the Compliance Officer, may include amendments or exceptions to the terms of this Policy, to the extent consistent with the general purpose of this Policy and applicable securities laws.

IX. Execution and Return of Certification of Compliance

After reading this Policy, all Covered Persons should execute and return to the Company's Compliance Officer the Certification of Compliance in a form to be designated by the Compliance Officer.

X. Schedule A

Individuals Subject to Pre-Clearance Requirement

Board Members
Management members
SVP / VP Finance
SVP / VP Legal
IR VP

Template form:

FORM OF REQUEST FOR PRE-CLEARENCE

I, _____ hereby request pre-clearance to conduct a transaction involving shares of Evogene Ltd. (the "**Company**"), in accordance with the Company's Insider's Trading Compliance Policy currently in effect (the "**Policy**"). The transaction shall consist of a sale or purchase *(please circle)* of up to _____ shares of the Company's securities traded on Nasdaq.

I hereby certify that I am not in possession of material nonpublic information and the proposed transaction is in compliance with the Policy. I acknowledge that my possession of such material nonpublic information would cancel my ability to legally trade shares of the Company.

_____ _____

Signature Date

Response:

I, _____ as General Counsel/Chief Financial Officer of the Company, as per Company's Insider Trading Policy, having considered your request above and in reliance on the accuracy of your representations, grant you preclearance to conduct the requested transaction. The pre-clearance for your conducting the requested transaction shall cease to be in effect upon the earlier of (1) five (5) U.S. business days of the date below, (2) the commencement of a blackout period or (3) you coming into possession of material nonpublic information concerning the Company.

This preclearance shall not constitute legal advice and in no way should this pre-clearance be construed as an exemption from your legal obligations to refrain from trading while in possession of material nonpublic information.

_____ _____

Title and Signature Date

EXHIBIT 12.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO EXCHANGE ACT RULE 13a-14(a)/ 15d-14(a)

I, Ofer Haviv, certify that:

1. I have reviewed this annual report on Form 20-F of Evogene Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

/s/ Ofer Haviv
Ofer Haviv
President and Chief Executive Officer
(principal executive officer)

Date: March 26, 2026

Exhibit 12.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO EXCHANGE ACT RULE 13a-14(a)/ 15d-14(a)

I, Yaron Eldad, certify that:

1. I have reviewed this annual report on Form 20-F of Evogene Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

/s/ Yaron Eldad
Yaron Eldad
Chief Financial Officer
(principal financial and accounting officer)

Date: March 26, 2026

Exhibit 13.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO
18 U.S.C. SECTION 1350

In connection with the Annual Report of Evogene Ltd. (the "Company") on Form 20-F for the fiscal year ended December 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Ofer Haviv, do certify, pursuant to 18 U.S.C. § 1350, that to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Ofer Haviv
Ofer Haviv
President and Chief Executive Officer
(principal executive officer)

Date: March 26, 2026

Exhibit 13.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO
18 U.S.C. SECTION 1350

In connection with the Annual Report of Evogene Ltd. (the "Company") on Form 20-F for the fiscal year ended December 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Yaron Eldad, do certify, pursuant to 18 U.S.C. § 1350, that to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Yaron Eldad
Yaron Eldad
Chief Financial Officer
(principal financial and accounting officer)

Date: March 26, 2026

Exhibit 15.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-8 No. 333-286197) pertaining to the 2021 Share Option Plan of Evogene Ltd.,

(2) Registration Statement (Form S-8 No. 333-259215) pertaining to the 2021 Share Option Plan of Evogene Ltd.,

(3) Registration Statement (Form S-8 No. 333-203856) pertaining to the 2013 Share Option Plan of Evogene Ltd.,

(4) Registration Statement (Form S-8 No. 333-201443) pertaining to the 2013 Share Option Plan of Evogene Ltd.,

(5) Registration Statement (Form S-8 No. 333-193788) pertaining to the 2013 Share Option Plan of Evogene Ltd.,

(6) Registration Statement (Form F-3 No. 333-277565) and related Prospectus of Evogene Ltd., and

(7) Post-Effective Amendment No. 2 to the Registration Statement (Form F-1 No. 333-282218) and related Prospectus of Evogene Ltd.;

of our report dated March 26, 2026, with respect to the consolidated financial statements of Evogene Ltd. included in this Annual Report (Form 20-F) of Evogene Ltd. for the year ended December 31, 2025.

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

Tel Aviv, Israel
March 26, 2026