

CIRCULAR DATED 11 March 2026

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.

If you are in any doubt as to the contents of this Circular or as to any action you should take, you should consult your stockbroker, bank manager, accountant, solicitor or other professional adviser immediately.

If you have sold or transferred all your shares in the capital of The Trendlines Group Ltd. (“**Company**”) represented by physical share certificate(s), you should immediately forward this Circular together with the Notice of Special General Meeting and the accompanying Proxy Form to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or the transferee.

This Circular has been reviewed by the Company’s sponsor, PrimePartners Corporate Finance Pte. Ltd. (the “**Sponsor**”). This Circular has not been examined or approved by the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) and the SGX-ST assumes no responsibility for the contents of this Circular, including the correctness of any of the statements or opinions made or reports contained in this Circular.

The contact person for the Sponsor is Mr. Shervyn Essex (Mailing Address: 16 Collyer Quay, #10-00 Collyer Quay Centre, Singapore 049318; Email Address: sponsorship@ppcf.com.sg).

This Circular has been made available on SGXNet and the Company’s website at URL <https://www.trendlines.com/>.

Printed copy of this Circular will NOT be despatched to shareholders. Instead, printed copies of the Notice of Special General Meeting and the accompanying Proxy Form will be mailed to shareholders.

To receive a physical copy of this Circular, please submit your request to the Company via email to CompanySecretary@trendlines.com with your full name, contact number and delivery address **no later than Tuesday, 7 April 2026**.

Please refer to the Notice of SGM set out on pages N-1 to N-7 of the Circular for further information, including the steps to be taken by shareholders to participate at the Special General Meeting.



THE TRENDLINES GROUP LTD.
(Incorporated in Israel)
(Company Registration Number: 513970947)

**CIRCULAR TO SHAREHOLDERS
IN RELATION TO**

- (1) THE PROPOSED RE-ELECTION OF MS. SARIT ZEEVI AS AN EXTERNAL DIRECTOR OF THE COMPANY**
- (2) THE PROPOSED INCREASE OF THE COMPANY’S REGISTERED SHARE CAPITAL AND CONSEQUENTIAL AMENDMENTS TO THE ARTICLES OF ASSOCIATION**
- (3) THE APPROVAL OF THE PROPOSED ADOPTION OF THE AMENDED COMPENSATION POLICY**
- (4) THE APPROVAL OF THE AMENDMENT TO THE EMPLOYMENT AGREEMENT OF THE COMPANY’S CHIEF EXECUTIVE OFFICER (“CEO”) AND SPECIAL BONUS**

- (5) THE APPROVAL OF THE PROPOSED CEO EXIT EVENT BONUS PLAN (AS DEFINED HEREIN) FOR THE FINANCIAL YEAR ENDING 31 DECEMBER 2026
- (6) THE PROPOSED ADOPTION OF THE TRENDLINES GROUP LTD. GLOBAL SHARE INCENTIVE PLAN (THE “SHARE INCENTIVE PLAN”)
- (7) THE PROPOSED GRANT OF AUTHORITY TO OFFER AND GRANT OPTIONS AT A DISCOUNT UNDER THE SHARE INCENTIVE PLAN
- (8) THE PROPOSED GRANT OF AUTHORITY TO OFFER AND GRANT RSUS AND PERFORMANCE BASED AWARDS PURSUANT TO THE SHARE INCENTIVE PLAN.
- (9) THE PROPOSED GRANT OF RSUS TO THE COMPANY’S CEO UNDER THE SHARE INCENTIVE PLAN

IMPORTANT DATES AND TIMES:

Cut-off Date for Submission of Questions in Advance for the Special General Meeting	:	No later than 30 March 2026
Last Date and Time for Lodgement of Proxy Forms	:	14 April 2026 at 10:30 a.m. (Singapore time)
Date and Time of Special General Meeting	:	16 April 2026 at 10:30 a.m. (Singapore time) (or immediately after the conclusion or adjournment of the Annual General Meeting of the Company to be held at 10:00 a.m. (Singapore time) on the same day)
Place of Special General Meeting	:	Suntec Singapore Convention & Exhibition Centre, 1 Raffles Blvd, Singapore 039593, Level 3, Room 307

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DEFINITIONS

In this Circular, the following definitions apply throughout unless the context otherwise requires:

2015 Share Option Plan	:	The employee share option scheme adopted by the Company on 11 November 2015 including its sub-plan
Affiliated Company(ies)	:	Any present or future entity (a) which is a subsidiary of the Company; or (b) which is an associated company (that is, a company in which at least 20% but not more than 50% of its shares are held by the Company or the Company's subsidiaries) over which the Company has control
Amended Compensation Policy	:	The amended Compensation Policy set out in Appendix C of this Circular
Articles of Association	:	The Articles of Association of the Company, as amended, modified or supplemented from time to time
Audit Committee	:	The audit committee of the Company for the time being
Award(s)	:	Options, RSUs and Performance Based Awards granted pursuant to the Share Incentive Plan
Award Agreement(s)	:	A written agreement or other written instrument, executed by and between the Company and the Grantee, which shall set forth the terms and conditions with respect to the Awards. The Award Agreement will be in such form approved by the Committee, which may be a general form or a specific form with respect to a certain Grantee.
Board or the Board of Directors	:	The board of Directors of the Company
Bonus	:	A one-time cash bonus in the amount of US\$100,000 to Mr. Haim Brosh, the Company's CEO, as approved by the RC and the Board.
Catalist	:	The Catalist Board of the SGX-ST
Catalist Rules	:	Listing Manual Section B: Rules of Catalist of the SGX-ST, as amended, modified or supplemented from time to time
Cause	:	Has the meaning ascribed to it under Section 7.2(g) of this Circular
CDP	:	The Central Depository (Pte) Limited
CEO	:	The Company's Chief Executive Officer as at the date of this Circular is Mr. Haim Brosh, who was appointed as CEO on 1 November 2023
Circular	:	This circular to Shareholders dated 11 March 2026
Committee	:	The remuneration committee of the Company or such other committee comprising Directors of the Company duly authorised and appointed by the Board to administer the Share Incentive Plan

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Companies Law	:	The Israeli Companies Law 5759-1999, as amended, modified or supplemented from time to time
Company	:	The Trendlines Group Ltd.
Compensation Policy	:	A compensation policy with respect to the terms of office and employment of the Executives and Directors, last adopted by the Shareholders on 23 April 2025
Controlling Shareholder	:	<p>As defined in the Catalist Rules, a person who:</p> <p>(a) holds directly or indirectly 15% or more of the nominal amount of all voting shares in the Company (unless otherwise determined by the SGX-ST); or</p> <p>(b) in fact exercises control over the Company,</p> <p>or may, where the context so requires, have the meaning as defined in the Companies Law, being a Shareholder with the ability to direct the activities of the Company, other than by virtue of being a director or holding any other position with the Company. A Shareholder is presumed to be a Controlling Shareholder if he holds 50.0% or more of the "means of control" in the Company. The term "means of control" is defined under the Israeli Securities Law as voting rights in the Company's general meeting or the right to appoint the directors of the Company or its general manager.</p> <p>With respect to certain matters, a controlling shareholder is deemed to include a shareholder that holds 25.0% or more of the voting rights in a public company if no other shareholder holds more than 50.0% of the voting rights in such company. With respect of holding, two or more person who hold voting rights in the company and each of whom has a personal interest in the approval of the same transaction that is up for approval by the company shall be treated as one holder</p>
Date of Grant	:	the date determined by the Committee to be the effective date of the grant of Awards to a Grantee, or, if the Committee has not determined such effective date, the date of the resolution of the Committee approving the grant of such Awards
Directors	:	The directors of the Company as at the Latest Practicable Date
Disinterested Majority	:	A simple majority of votes of the Shareholders which satisfies one of the following conditions: (a) at least a majority of the Shares held by all Shareholders who are not Controlling Shareholders (as defined in the Companies Law) and who do not have a personal interest in such resolution (other than a personal interest which is not derived from a relationship with a Controlling Shareholder), present and voting at such meeting (and without including any abstaining votes) or (ii) the total number of Shares of non-Controlling Shareholders (as defined in the Companies Law) and Shareholders who do not have a personal interest in such resolution voting against the resolution does not exceed 2.0% of the aggregate voting rights in the Company
Exercise Price	:	The price to be paid for the exercise of each Option (or, to the extent applicable, the nominal par value per Share to be paid

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		upon the vesting of an Award that does not require exercise by the Grantee, to the extent the Grantee is required to pay such nominal value hereunder, as applicable)
Exercised Shares	:	The Shares that are issued upon the exercise of Options or upon vesting/settlement of Awards, as applicable
Executives	:	Office Holders, excluding Non-Executive Directors
Executive Director	:	A Director of the Company holding office in an executive capacity in the Company at the date of this Circular
Exit Event	:	(1) With respect to a portfolio company – The occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events: (i) a sale or other conveyance of all or substantially all of the assets of the portfolio company (including the grant of an exclusive license covering all or substantially all of the intellectual property rights of the portfolio company not in the ordinary course of business); (ii) a sale or other disposition of at least fifty percent (50%) of the outstanding securities of the portfolio company; (iii) a merger, consolidation or similar transaction following which the portfolio company is not the surviving corporation. (2) With respect to the Company – a sale of portfolio company shares held by the Company to a third-party purchaser (i.e., secondary sale) or the sale of portfolio company shares following or in conjunction with an IPO by the portfolio company
Exit Bonus	:	Has the meaning ascribed to it in Section 6.1 of this Circular
Exit Bonus Pool	:	Has the meaning ascribed to it in Section 6.2 of this Circular
Extended 2015 Share Option Plan	:	The 2015 Share Option Plan was extended and altered at the shareholders meeting on 6 August 2025
External Director(s)	:	External director(s) means a director that is qualified and elected as an “external director” under the Companies Law
Fair Market Value	:	As of any date, the value of a Share determined as follows: (i) If the Shares are listed on the SGX-ST: a price equal to the average of the last dealt prices for the Shares on Catalist over the thirty consecutive trading days immediately preceding the Date of Grant of the Awards, as determined by the Committee by reference to the daily official list or any other publication published by the SGX-ST, rounded to the nearest whole cent in the event of fractional prices. In relation to Awards granted before the listing of the Company on the Catalist Board of the SGX-ST the Fair Market Value shall be the Placement Price; (ii) In the event the Company is no longer listed on Catalist or any other relevant stock exchange or trading in the Shares of Catalist or such stock exchange is suspended for any reason for 12 days or more, but the Shares are listed on any other established stock exchange or a national market system, including without limitation the Tel-Aviv Stock Exchange, the NASDAQ National Market System or the NASDAQ SmallCap Market, the Fair Market Value shall be the last reported sale

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price for such Shares (or the highest closing bid, if no sales were reported), as quoted on such exchange or system for the last market trading day prior to time of determination, as reported in The Wall Street Journal, or such other source as the Committee deems reliable;

(iii) If the Company is no longer listed on Catalist or any other relevant stock exchange or trading in the Shares of Catalist or such stock exchange is suspended for any reason for 12 days or more but the Shares are regularly quoted by one or more recognised securities dealers, and selling prices are not reported, the Fair Market Value shall be the mean between the highest bid and lowest asked prices for the Shares on the last market trading day prior to the day of determination; or

(iv) In the absence of an established market for the Shares, the Fair Market Value thereof shall be determined in good faith by the Board.

<i>FY</i>	:	Financial year ended or, as the case may be, ending 31 December
<i>Grantee(s)</i>	:	Has the meaning ascribed to it under Section 7.2 of this Circular
<i>Group</i>	:	The Company and its subsidiaries
<i>Latest Practicable Date</i>	:	10 March 2026, being the latest practicable date prior to the date of this Circular
<i>Law</i>	:	Federal, state and/or foreign, laws, rules and/or regulations and/or rules, regulations, guidelines and/or requirements of any relevant securities and exchange and/or tax commission and/or authority and/or any relevant stock exchange or quotations systems, including, for avoidance of doubt, the Catalist Rules
<i>LH</i>	:	Librae Holdings Limited, the Controlling Shareholder of the Company
<i>Mandatory Law</i>	:	Provisions of Law which may not be contrarily addressed or regulated by the determination and/or consent of the Company and/or other parties.
<i>Nominating Committee</i>	:	The nominating committee of the Company for the time being
<i>Non-Executive Director</i>	:	A Director of the Company not holding office in an executive capacity in the Company at the date of this Circular
<i>Office Holder(s)</i>	:	Executive Director, Chief Executive Officer, Key Management Personnel, and any senior executive directly subordinate to the Chief Executive Officer
<i>Offer Document</i>	:	The Company's Offer Document registered with the SGX-ST on 16 November 2015 in connection with the Company's IPO
<i>Options</i>	:	Has the meaning ascribed to it under Section 7.1 of this Circular
<i>Performance Based Awards</i>	:	Has the meaning ascribed to it under Section 7.2(d) of this Circular

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<i>Performance Condition(s)</i>	:	Has the meaning ascribed to it under Section 7.2(d) of this Circular
<i>Performance Formula</i>	:	Has the meaning ascribed to it under Section 7.2(d) of this Circular
<i>Performance Goal(s)</i>	:	Has the meaning ascribed to it under Section 7.2(d) of this Circular
<i>Performance Measure(s)</i>	:	Has the meaning ascribed to it under Section 7.2(d) of this Circular
<i>Performance Period</i>	:	Has the meaning ascribed to it under Section 7.2(d) of this Circular
<i>Placement Price</i>	:	S\$0.33 for each Share that was the subject of the Company's placement of its Shares pursuant to the Offer Document
<i>Proposed Resolutions</i>	:	Has the meaning ascribed to it in Section 1.1 of this Circular
<i>Proxy Form</i>	:	The proxy form in respect of the SGM as attached to this Circular
<i>Record Date</i>	:	The date fixed by the Company for the purpose of determining entitlements to dividends, rights, allotments or other distributions
<i>Remuneration Committee or RC</i>	:	The remuneration committee of the Company for the time being
<i>Remuneration Regulations</i>	:	As promulgated under the Companies Law Companies Regulations (Rules Regarding Compensation and Expenses for External Directors), 2000
<i>RSU(s)</i>	:	The restricted share units covering a number of Shares that is settled, if vested, by issuance of Shares to be awarded pursuant to the Share Incentive Plan.
<i>SFA</i>	:	Securities and Futures Act 2001 of Singapore, as amended, modified or supplemented from time to time
<i>SGM</i>	:	The special general meeting of the Company to be held on Tuesday, 16 April 2026 at 10:30 a.m. (Singapore time), notice of which is set out in this Circular
<i>SGX-ST</i>	:	Singapore Exchange Securities Trading Limited
<i>Share Registrar</i>	:	In.Corp Corporate Services Pte. Ltd.
<i>Shareholders</i>	:	Registered holders of Shares except that where the registered holder is CDP, the term <i>Shareholders</i> shall, in relation to such Shares and where the context admits, mean the Depositors whose securities accounts are credited with Shares
<i>Shares</i>	:	Ordinary shares in the capital of the Company

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- Share Incentive Plan** : The Trendlines Group Ltd. Global Share Incentive Plan (formerly the Extended 2015 Share Option Plan)
- Special Majority** : A simple majority of votes of the Shareholders which satisfies one of the following conditions: (a) at least a majority of the Shares held by all Shareholders who are not Controlling Shareholders (as defined in the Companies Law) and who do not have a personal interest in such resolution, present and voting at such meeting (and without including any abstaining votes) or (b) the total number of Shares of non-Controlling Shareholders (as defined in the Companies Law) and Shareholders who do not have a personal interest in such resolution voting against the resolution does not exceed 2.0% of the aggregate voting rights in the Company
- Sponsor** : PrimePartners Corporate Finance Pte. Ltd.
- Sub-Plan(s)** : Any supplements or sub-plans to the Share Incentive Plan adopted by the Board, applicable to Grantees employed in a certain country or region or subject to the laws of a certain country or region, as deemed by the Committee to be necessary or desirable to comply with the laws of such region or country, or to accommodate the tax policy or custom thereof, which, if and to the extent applicable to any particular Grantee, shall constitute an integral part of the Share Incentive Plan
- VWAP** : for any trading day, the daily volume weighted average price of the Ordinary Shares for such trading day on the Exchange during regular trading hours, as reported by Bloomberg L.P. The VWAP for each trading day during such thirty (30) trading days period shall be taken into account for purposes of calculating such average. The Committee (or the Board, as applicable) shall determine in good faith whether the applicable Market Value Milestone has been satisfied, in accordance with the Plan, after receiving a detailed calculation from the Company's Chief Financial Officer (or any other person requested by the Committee or the Board, as applicable); provided that if the VWAP cannot be calculated for the Ordinary Shares for any trading day on the foregoing base, the VWAP for such trading day shall be the fair market value of the Ordinary Shares as determined reasonably and in good faith by a majority of the disinterested independent directors of the Board (or the Committee)
- Market Value** : shall be determined based on the Company's VWAP on the Catalist Singapore (or, if the Company's Shares are primarily traded on another exchange at the relevant time, on such other exchange) (the "Exchange") over any thirty (30) consecutive trading days
- Market Value Milestone** : Has the meaning ascribed to it in Section 8.2(f) of this Circular
- NTA** : Net tangible assets, being net assets less intangible assets
- 2026 Exit Event Bonus Plan** : Has the meaning ascribed to it in Section 6.1 of this Circular
- Currencies, units and others**

DEFINITIONS

“NIS”	:	New Israel Shekel
“S\$”	:	Singapore dollars
“US\$”	:	United States dollars
“%”	:	Per centum or percentage

The expression “**subsidiaries**” shall have the meaning ascribed to it in the Companies Law.

The terms “**Depositor**”, “**Depository**”, “**Depository Agent**”, “**Depository Register**” and “**Sub-Account Holder**” shall have the meanings ascribed to them, respectively, in Section 81SF of the SFA.

Words importing the singular shall, where applicable, include the plural and *vice versa*. Words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall include corporations.

The headings in this Circular are inserted for convenience only and shall be ignored in construing this Circular.

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the SFA, the Code or the Catalist Rules, or any statutory modification thereof and not otherwise defined in this Circular shall have the same meaning assigned to it under the SFA, the Code or the Catalist Rules, or any statutory modification thereof, as the case may be.

Any reference to a time of day in this Circular is made by reference to Singapore time unless otherwise stated.

Any discrepancies in the tables in this Circular between the listed amounts and the totals thereof are due to rounding.

Any reference in this Circular to “**we**”, “**our**”, “**us**” or their other grammatical variations is a reference to our Company, or our Group, or any member of our Group, as the context requires.

Any reference to a website or any website directly or indirectly linked to such websites in this Circular is not incorporated by reference into this Circular and should not be relied upon.

THE TRENDLINES GROUP LTD.
(Incorporated in Israel)
(Company Registration Number: 513970947)

Directors:

Nehama Ronen (Chair and Independent and Non-Executive Director)
Elka Nir (Non-Independent and Non-Executive, External Director)
Sin Boon Ann (Independent and Non-Executive Director)
Professor Low Teck Seng (Independent and Non-Executive Director)
Sarit Zeevi (External and Independent Director)
Haim Brosh (Executive Director and Chief Executive Officer)

Registered Office:

17 T'chelet Street
Misgav Industrial Park
2017400
Israel

11 March 2026

To: The Shareholders of The Trendlines Group Ltd.

Dear Sir/Madam

1. INTRODUCTION

1.1 SGM

The Directors are convening the SGM to be held on 16 April 2026 to seek Shareholders' approval in relation to the following matters:

- (a) (Ordinary Resolution 1) The proposed re-election of Ms. Sarit Zeevi as an External Director of the Company.
- (b) (Ordinary Resolution 2) The proposed increase of the Company's registered share capital and consequential amendments to the Articles of Association.
- (c) (Ordinary Resolution 3) The approval of the proposed adoption of the amended Compensation Policy.
- (d) (Ordinary Resolution 4) The approval of amendment to the employment agreement of the company's Chief Executive Officer ("**CEO**") and special bonus.
- (e) (Ordinary Resolution 5) The approval of the proposed CEO Exit Event Bonus Plan (as defined herein) for the Financial Year ending 31 December 2026.
- (f) (Ordinary Resolution 6) The proposed adoption of the Trendlines Group Ltd. 2015 Global Share Incentive Plan (the "**Share Incentive Plan**")
- (g) (Ordinary Resolution 7) The proposed grant of authority to offer and grant Options at a discount pursuant to the Share Incentive Plan.
- (h) (Ordinary Resolution 8) The proposed grant of authority to offer and grant RSUs and Performance Based Awards pursuant to the Share Incentive Plan.
- (i) (Ordinary Resolution 9) The proposed grant of RSUs to the Company's CEO under the Share Incentive Plan.

(Collectively, the "**Proposed Resolutions**").

1.2 Circular

The purpose of this Circular is to provide Shareholders with information relating to the Proposed Resolutions and to seek the approval of Shareholders in relation thereto at the forthcoming SGM. The Notice of SGM is set out on pages N-1 to N-7 of this Circular. This Circular has been prepared solely for the purpose set out herein and may not be relied upon by any persons (other than Shareholders) nor for any other purpose.

1.3 Legal Adviser

Drew & Napier LLC is the legal adviser to the Company as to Singapore law in relation to the Proposed Resolutions.

2. THE PROPOSED RE-ELECTION OF MS. SARIT ZEEVI AS AN EXTERNAL DIRECTOR OF THE COMPANY

2.1 Background

Under the Companies Law, the shareholders of public companies must elect, by a Disinterested Majority, at least two (2) members of the board of directors who qualify as "External Directors" under the Companies Law. Each External Director is appointed for a term of three (3) years, which may be extended for two (2) additional terms of three (3) years each, subject to the requirements of the Companies Law. In accordance with recent updates to the Companies Law and related regulations, the tenure of External Directors is no longer limited to nine (9) years and may be extended beyond such period, subject to compliance with the applicable statutory conditions and approvals. In addition, under the Companies Law, all External Directors must serve on the Audit Committee and the Remuneration Committee, and at least one External Director must serve on each other committee of the Board of Directors.

Ms. Sarit Zeevi and Ms. Elka Nir are the Company's External Directors under the Companies Law. The current term of office of Ms. Sarit Zeevi expired on 31 January 2026. The Board is pleased to inform the Shareholders that, at a meeting held on 23 February 2026, the Board, following the recommendation of the Audit Committee and the Nominating Committee, approved the proposed re-election of Ms. Sarit Zeevi to serve as an External Director of the Company, subject to Shareholders' approval at the SGM, in accordance with the Companies Law, for an additional term of three (3) years, with effect from 1 February 2026. Under the Companies Law, a resolution to appoint an External Director must be adopted by a Disinterested Majority of the votes cast at a general meeting.

Under the Companies Law, at least one (1) of the External Directors must have "accounting and financial expertise" and the other External Director(s) must have either "professional competence" or "accounting and financial expertise". The conditions and criteria for a director qualifying as having accounting and financial expertise or professional competence are set out in regulations adopted under the Companies Law. In this regard, the Board is responsible for determining whether a director possesses accounting and financial expertise or professional competence. For further details regarding the requirements of the Companies Law in relation to the appointment of an External Director, please refer to pages 297-300 of the Offer Document.

According to the Remuneration Regulations, External Directors are generally entitled to an annual fee, a participation fee for each meeting of the Board or any committee of the Board of Directors on which he or she serves as a member, and reimbursement of travel expenses for participation in a meeting which is held outside of the External Director's place of residence. The minimum, fixed and maximum amounts of the annual and participation fees are set forth in the Remuneration Regulations, based on the classification of a company according to the amount of its capital. A company may also compensate an External Director in shares or rights to purchase shares, other than convertible debentures which may be converted into shares, subject to certain limitations.

According to the Remuneration Regulations, the remuneration of External Directors should be the same and will not be amended throughout the three-year period during which he or she serves in office (except for adjustments required by applicable law).

As at the Latest Practicable Date, the remuneration of the External Directors is as follows:

- (a) NIS 79,350 (approximately S\$32,533)¹ as an annual fee;
- (b) NIS 2,955 (approximately S\$1,211)¹ as in-person participation fee;
- (c) NIS 1,773 (approximately S\$727)¹ for conference call participation;
- (d) NIS 1,478 (approximately S\$606)¹ for written resolutions; and
- (e) reimbursement of travel expenses for participation in a meeting which is held outside of the External Director's place of residence.

The Directors are also entitled to indemnification and exculpation from the Company as detailed in pages 275-281 of the Offer Document. The Company's Remuneration Committee and Board, at their separate meetings held on 23 February 2026, resolved that the External Directors shall continue to receive remuneration in the form of such fixed amounts. In addition, in the past, the Company granted External Directors (and other non-executive directors) equity awards (i.e., options), in accordance with the Company's compensation policy and The Trendlines 2015 Share Option Plan.

Based on, *inter alia*, the business and working experience of the proposed External Director as described below, the Board has determined that Ms. Sarit Zeevi has "professional competence" as required under the Companies Law. The other External Director, Ms. Elka Nir, has "accounting and financial expertise". If elected, Ms. Sarit Zeevi will serve as Chair of the Company's Audit Committee and Chair of the Remuneration Committee.

Ms. Sarit Zeevi will be considered independent for the purpose of Rule 704(7) of the Catalist Rules. There are no relationships (including immediate family relationships) between Ms. Sarit Zeevi and the other Directors, or the Company, or its 10% Shareholders.

Ms. Sarit Zeevi has abstained from voting on any board or committee resolution in respect of her proposed re-appointment as an External Director of the Company.

The Company's Nominating Committee reviewed, at its meeting held on 23 February 2026, the experience, independence, and the past and contemplated contribution of Ms. Sarit Zeevi, and resolved that Ms. Sarit Zeevi would provide beneficial service and advice to the Company.

2.2 Information on Ms. Sarit Zeevi

Ms. Sarit Zeevi currently serves as in-house counsel and investments director at Elisha Ltd. and as a self-employed advisor to start-up companies, where she oversees legal matters and long-term strategy. Ms. Sarit Zeevi leads, among other things, the Group's strategy and decision-making relating to start-up investments, from the selection of targeted companies through due diligence and the negotiation and preparation of transaction documents.

Ms. Sarit Zeevi served as business manager and general counsel at Airtouch Solar Ltd., where she, among other things, planned and led the company's fundraising rounds through its successful IPO in 2021; served as both business strategy manager and legal counsel when the company was private and later public; and was responsible for corporate governance matters. She also served as in-house counsel at Arava Power Company Ltd., where she led a major refinancing transaction and handled other regulatory, transactional and corporate matters.

¹ For illustrative purposes, based on an NIS/S\$ foreign exchange rate of 1 NIS equals S\$0.41 as of 10 March 2026.

Ms. Sarit Zeevi was also a teaching fellow for business English courses, at Haifa University, Faculty of Law.

Ms. Sarit Zeevi holds a Bachelor of Laws (cum laude) from the Hebrew University of Jerusalem, and a Master of Business Administration from Reichman University. She is also a member of the Israeli State Bar Association and the New York State Bar Association.

Ms. Sarit Zeevi serves as an independent director and as a member of the audit committee and remuneration committee of Top Gum Industries Ltd., a public company whose shares are listed on the Tel Aviv Stock Exchange. She also holds directorships in several other private companies.

Please refer to Appendix A of this Circular for further information on Ms. Sarit Zeevi as required to be disclosed under Appendix 7F of the Catalyst Rules.

3. THE PROPOSED INCREASE OF THE COMPANY'S REGISTERED SHARE CAPITAL AND CONSEQUENTIAL AMENDMENTS TO THE ARTICLES OF ASSOCIATION

3.1 Background

The registered share capital of the Company is NIS Fifteen Million (15,000,000) divided into 1,500,000,000 Ordinary Shares with a nominal (par) value of NIS 0.01 each (the "**Ordinary Shares**"). The Ordinary Shares rank pari passu in all respects.

The Board believes that increasing the Company's registered share capital would afford the Company greater flexibility, from time to time, to raise additional funds as the need or opportunity arises, to use any newly issued share capital as consideration for potential transactions, and to further incentivise employees. The proposed increase covers the Group's two tranche subscription exercise approved by Shareholders at the SGM held on 6 August 2025 ("**2025 Subscription**"). Shareholders should note that the completion of the 2025 Subscription shall be subject to the passing of Ordinary Resolution 2. This means that if Ordinary Resolution 2 is not passed, the Company will not be able to complete the 2025 Subscription as the Company's existing registered share capital would be insufficient to accommodate the issuance of the remaining Ordinary Shares under the 2025 Subscription which have not yet been allocated (issued) as of the date hereof.

The Board proposes that Shareholders approve an increase of the Company's registered share capital from NIS Fifteen Million (15,000,000) divided into 1,500,000,000 Ordinary Shares, with a nominal (par) value of NIS 0.01 each, to NIS Twenty Five Million (25,000,000) divided into 2,500,000,000 Ordinary Shares, with a nominal (par) value of NIS 0.01 each, and to amend Article 7(a) of the Articles of Association accordingly.

The following table sets out the reference to the relevant Articles of Association which is to be amended pursuant to the increase in the Company's registered share capital (in the first column of the table), the reference to the amended Articles of Association ("**Amended Articles of Association**") (in the second column of the table), a summary of the proposed amendments (in the third column of the table) and a brief explanation of the basis and reason(s) for the proposed amendments (in the fourth column of the table).

For the avoidance of doubt, the entirety of the proposed amendments to the Articles of Association are set out in the table below. The amended provision of Article 7 will be in the Amended Articles of Association of the Company if approved by Shareholders at the SGM. Additionally, the relevant pages setting out the Amended Articles of Association have been extracted and set out in Appendix B to this Circular. The amended provision of Article 7(a) will be in the amended Articles of Association of the Company if approved by Shareholders at the SGM.

Capitalised terms not defined in this Circular shall have the meanings as ascribed to them in the Amended Articles of Association.

Existing Article	Amended Article	The proposed amendment	Basis /reasons for the proposed amendment
7	7	(a) The registered share capital of the Company is NIS Fifteen Twenty Five Million (4525,000,000) divided into 42.5 Billion (42,500,000,000) Ordinary Shares with a nominal (par) value of NIS 0.01 per share (sometimes referred to herein as, the "Ordinary Shares" or the "Shares"). The Ordinary Shares shall be pari passu in all respects.	Proposed increase of the Company's registered share capital

3.2 **Financial Effects**

As the proposed increase of registered share capital involves only an increase of the Company's registered share capital and does not involve any changes to the issued share capital of the Company, there is no impact on the financial position of the Group.

4. **THE PROPOSED ADOPTION OF THE AMENDED COMPENSATION POLICY**

4.1 **Background**

Pursuant to the Companies Law, companies incorporated under the laws of Israel, whose shares are listed for trade on a stock exchange or have been offered to the public in or outside of Israel, such as the Company, are required to adopt a policy governing the compensation of Office Holders. Such policy is intended to set out the principles and parameters under which the Remuneration Committee and the Board may approve the terms of office and employment of Office Holders, in accordance with the Companies Law (including the approval mechanisms thereunder).

The Company's Compensation Policy was last approved by Shareholders on 23 April 2025. Pursuant to the Companies Law, the Compensation Policy must be reviewed from time to time by the Remuneration Committee and the Board, in order to consider its adequacy, and must be re-approved in accordance with the applicable approval process at least once every three (3) years.

The Company is seeking Shareholders' approval for the adoption of the amended Compensation Policy at the SGM. If approved, the amended Compensation Policy will take effect from the date of its approval at the SGM and, for the avoidance of doubt, will remain in force for the remainder of the current three (3) year period which commenced on 23 April 2025 (being the date on which the current Compensation Policy was last approved by Shareholders), and shall not recommence a new three (3) year period.

In general, under the Companies Law, a compensation policy is required to be recommended for approval by the Remuneration Committee, followed by the approval of the Board and finally by the Shareholders of the Company (by a Special Majority), in order to set the principles and thresholds under which the Remuneration Committee and the Board will be able to determine the appropriate remuneration and other terms of office and employment of an Office Holder. To date, the actual total compensation granted to the Company's Office Holders is significantly lower than the thresholds set in the Compensation Policy. Pursuant to the Companies Law, if a compensation policy is not approved by Shareholders, the Board may nonetheless approve it,

provided that the Remuneration Committee and the Board, following further discussion of the matter and for specified reasons, determine that the approval of such compensation policy is in the best interests of the Company (the "**Overruling Process**").

Pursuant to the Companies Law, as amended, the Compensation Policy must comply with specified criteria and guidelines and, in general, be based on, after considering, among others, the following factors: (i) promoting the Company's objectives, business plans and long-term policy; (ii) creating appropriate incentives for the Executives and Directors, considering, among others, the Company's risk management policy; and (iii) the Company's size and nature of operations.

Following review by the Remuneration Committee and the Board of the Compensation Policy (last approved by Shareholders on 23 April 2025), and after taking into consideration the state of the Company and its business plan, the Remuneration Committee and the Board have determined that certain provisions of the Compensation Policy should be amended, primarily to provide additional flexibility and clarity with respect to the Company's long-term equity-based compensation framework (including the types of equity awards that may be granted and the manner in which such awards may be structured), all as further reflected in the marked amended Compensation Policy set out in Appendix C to this Circular (the "**Amended Compensation Policy**").

The primary rationale for the proposed amendments is as follows:

- (a) update and modernise the Company's equity-based compensation framework to reflect evolving market practice, including the use of additional forms of share-based awards, such as restricted share units, restricted shares and performance-based equity awards;
- (b) provide the Remuneration Committee and the Board with flexibility to determine, from time to time, an appropriate balance among types of equity awards, taking into account retention objectives, alignment with long-term shareholder value creation and dilution considerations;
- (c) enhance the Company's ability to attract and retain key talent in varying market conditions (including periods of increased share price volatility) through the ability to grant restricted share units (or similar full-value equity awards), which may provide more predictable value to recipients compared to options and may therefore support long-term retention without increasing the overall compensation ceilings under the Compensation Policy; and
- (d) reinforce long-term alignment with shareholders by enabling equity awards to be structured with multi-year vesting schedules and continued service conditions and, where appropriate, with performance-based vesting conditions (including performance RSUs or other equity awards that vest only upon the achievement of pre-defined performance metrics), thereby strengthening the linkage between compensation outcomes and the Company's and/or executives' performance and value creation over time, while allowing the Company to calibrate the scope and timing of equity grants in a manner that is mindful of dilution and overall shareholder interests.

4.2 Main Proposed Amendments

The main proposed amendments to the Compensation Policy are as follows:

- (a) to update and expand the Company's equity-based compensation framework so that, in addition to options over Shares of the Company, equity-based compensation may also include RSUs, restricted shares and other share-based awards (each, an "**Equity Based Component**" and collectively, the "**Equity Based Components**"), under any existing or future equity plan (as may be adopted by the Company) and subject to applicable law. In particular, an RSU does not constitute an issued Share and does not carry any voting or dividend rights. Upon vesting and settlement, the Company will deliver ordinary shares, which shall rank *pari passu* with all existing ordinary shares;

- (b) to clarify that, without limiting the generality of the foregoing, Equity Based Components may include RSUs that are subject solely to time-based vesting and/or RSUs (or similar awards) that are subject to vesting based on a combination of time-based and performance-based criteria, in each case as shall be determined by the Remuneration Committee and the Board of Directors and as set forth in the applicable award agreement and equity plan;
- (c) to provide the Remuneration Committee and the Board of Directors with flexibility to determine, from time to time, an appropriate balance or mix among types of Equity Based Components (including, without limitation, options and RSUs), taking into account the intended incentive structure, retention objectives, alignment with long-term shareholder value creation and the interests of Shareholders, including the effect of such grants on dilution; and
- (d) to update references relating to the Company's most recent equity plan in respect of acceleration in the event of a Merger Transaction (as such term is defined in the Company's most recent equity plan), and to include corresponding clarifications in respect of equity-based compensation granted at the portfolio company level (including potential acceleration of vesting upon specified performance events in accordance with the governing documents of the relevant portfolio company).

A copy of the marked Amended Compensation Policy is set out in Appendix C to this Circular. If the Amended Compensation Policy is approved and adopted by Shareholders at the SGM, it shall take effect from the date of its approval at the SGM and, for the avoidance of doubt, will remain in force for the remainder of the current three (3) year period which commenced on 23 April 2025 (being the date on which the current Compensation Policy was last approved by Shareholders), and shall not recommence a new three (3) year period.

If the Amended Compensation Policy is not approved by Shareholders at the SGM and the Board has not decided to implement the Overruling Process, the current Compensation Policy shall continue to be in full force and effect for the remainder of the three (3) year period commencing from 23 April 2025 (being the date on which the current Compensation Policy was last approved by Shareholders).

5. THE APPROVAL OF THE AMENDMENT TO THE EMPLOYMENT AGREEMENT OF THE COMPANY'S CEO AND SPECIAL BONUS

Pursuant to the Companies Law, the terms of office and employment of our CEOs are required to be approved in turn by the RC, Board and Shareholders by a Special Majority².

The RC and the Board have decided to provide the CEO with an update to his compensation package. The RC and the Board believe that this update appropriately reflects the CEO's role, scope of responsibilities and contribution to the Company, and is intended to support continued management continuity and effective execution of the Company's strategy for the benefit of the Company and its Shareholders.

Other than as stated in this Circular, the CEO's terms of office remain the same.

5.1 Adjustment to Base Salary

The RC and Board have approved and recommend that Shareholders approve an increase in the CEO's monthly gross base salary from NIS 85,500 (approximately US\$27,500) to NIS 106,875 (approximately US\$34,400), with effect from 1 January 2026.

In considering and approving the proposed adjustment to the CEO's base salary, the RC and the Board took into account, *inter alia*, the CEO's scope of responsibilities and overall

² However, if the compensation arrangement is not approved by the Shareholders, the RC and Board may override the Shareholders' decision and nonetheless approve the arrangement, following further discussion of the matter and for detailed reasons in accordance with the Companies Law.

contribution since his appointment as CEO on 1 November 2023 (including leadership of the Group's operations and strategic execution) and the Company's current financial position and cash flow profile.

The RC and the Board emphasize that the base salary component is intended to reflect the CEO's ongoing role and responsibilities.

The RC and Board believe that the proposed base salary adjustment appropriately reflects the CEO's responsibilities and contribution and supports the Company's ability to maintain management continuity and execution capacity.

5.2 Special Bonus

The RC and the Board have approved a special, one-time cash bonus in the amount of US\$100,000 to Mr. Haim Brosh, the Company's CEO (the "**Bonus**") and have resolved to recommend that Shareholders approve the Bonus. The Bonus is intended to recognise the CEO's contribution and performance, and to support continuity of leadership as the Company pursues its strategic objectives.

Set forth below are the principal considerations supporting approval of the Bonus:

- (a) The Bonus is intended, *inter alia*, to recognise Mr. Brosh's significant contribution over the past 24 months to capital-raising activities at both the Company and portfolio company levels, including (i) approximately US\$25 million in capital raised for the Trendlines Group (including a controlling shareholders' loan), for which Mr. Brosh played a leading role, and (ii) approximately US\$100 million in aggregate capital raisings completed by the Company's portfolio companies.
- (b) In presenting the proposed Bonus, the RC and the Board took into account the Company's current financial position and cash flow profile and, accordingly, structured the overall compensation update so that the principal component is equity-based (as presented in Ordinary Resolution 3 of this SGM) rather than cash-based. The proposed cash Bonus is intended to be a non-recurring payment, in a fixed amount, which the Board believes is proportionate in light of the CEO's contribution and can be funded from the Company's available cash resources. In parallel, the principal component of the proposed package is an RSU award to be considered under Ordinary Resolution 9 of this SGM, which is designed to provide a meaningful equity-based incentive that does not require an immediate cash outlay by the Company.
- (c) The RC and the Board consider that the Bonus appropriately recognises the CEO's high level of commitment, consistently strong performance and substantial professional expertise contributed to the Company and its portfolio companies, and is expected to encourage Mr. Brosh's continued leadership and delivery against the Company's objectives.

The Bonus is contemplated by, and consistent with, the Company's Compensation Policy.

6. THE APPROVAL OF THE PROPOSED CEO EXIT EVENT BONUS PLAN FOR FY2026

6.1 Background

The Company is seeking Shareholders' approval for the CEO Exit Event Bonus Plan for FY2026. The proposed FY2026 plan is part of the Company's recurring annual incentive framework under its Compensation Policy and is brought to Shareholders for approval on a yearly basis. The FY2026 plan does not introduce any change to the Exit Event Bonus mechanism, the definition of "Exit Event", the bonus pool percentages and thresholds, or the applicable caps, all of which remain unchanged from the plan approved for the previous financial year.

The contemplated bonus is inherently performance-based and outcome-driven: if no Exit Event occurs, no Exit Bonus is payable, and if an Exit Event does occur, the Exit Bonus is calculated as a limited percentage of proceeds actually received by the Group, subject to the additional individual cap linked to the CEO's annual base salary.

Pursuant to the Companies Law, the terms of office and employment of the CEO are generally required to be approved in turn by the RC, Board and Shareholders by a Special Majority.

On 23 February 2026, the RC and Board approved an Exit Event Bonus Plan for all Office Holders of the Company, including the Company's CEO, for FY2026, in accordance with the provisions of the Companies Law and the Compensation Policy (the "**2026 Exit Event Bonus Plan**"). The 2026 Exit Event Bonus Plan is presented to Shareholders for approval as part of the Company's annual approval process and reflects a continuation of the framework previously approved by Shareholders, without amendments to the plan terms.

Under the 2026 Exit Event Bonus Plan, the exit bonus, to be granted in the event of an Exit Event will be determined as a percentage of the amount of proceeds from such Exit Event (the "**Exit Bonus**").

In accordance with the provisions of the Companies Law and the Compensation Policy, the 2026 Exit Event Bonus Plan is designed to align the interests of the Office Holders with those of the Company's Shareholders and to support the Company's goals and objectives. The RC and the Board believe that an exit-based incentive is particularly appropriate for the Company's strategy, as it directly rewards value realisation events and is tied to the generation of proceeds for the Group, rather than to time served. The 2026 Exit Event Bonus Plan is therefore intended to encourage management to execute on value-accretive transactions and liquidity events in a disciplined manner, while maintaining strict limits on the overall bonus pool and on each individual award, and subject in all cases to the RC's and Board's discretion and the Company's financial condition at the relevant time.

6.2 **Exit Bonus**

Under the Compensation Policy, the Remuneration Committee and Board shall be authorised to grant, in connection with an Exit Event, a cash payment to all of the Office Holders together, of which payment will be determined to each Office Holder based on the Remuneration Committee and Board's sole discretion, of:

- (a) up to 5.0% of the proceeds received by the Group as a result of any Exit Event if such proceeds are up to US\$7,000,000; and
- (b) up to 7.5% of the proceeds received by the Group as a result of any Exit Event for any excess amount above US\$7,000,000, ((a) and (b) the "**Exit Bonus Pool**") provided that such payment shall not exceed, with respect to each individual Executive, the lower of:
 - (i) 1.8% of the Exit Bonus Pool; or
 - (ii) 100% of such Executive's annual base salary.

In accordance with the Compensation Policy, the RC and Board have determined that the Exit Bonus to the CEO (under the aggregate Exit Bonus for all Office Holders of the Company as set forth under the 2026 Exit Event Bonus Plan in accordance with the aggregate Exit Bonus cap under the Company's Compensation Policy) shall be as follows:

- (i) approximately 1.5% of the accumulated annual proceeds received by the Group as a result of any Exit Event consummated during FY2025 if such proceeds are up to US\$7,000,000; and
- (ii) approximately 1.8% of the accumulated annual proceeds received by the Group as a result of any Exit Event if such amount exceeds US\$7,000,000, provided that such payment to the CEO shall in no event exceed the lower of (i) 1.8% of the accumulated annual proceeds received by the Group as a result of any Exit Event; or (ii) 100% of such CEO annual base salary.

Without derogating from the foregoing, the payment of any Exit Bonus to the Company's CEO under the 2026 Exit Event Bonus Plan shall in each case be subject to the applicable provisions of the Company's Compensation Policy and to the approval of the RC and the Board, which shall be granted, if at all, only after considering, *inter alia*, the Company's financial state at the relevant time.

7. THE PROPOSED ADOPTION OF THE TRENDLINES GROUP LTD. GLOBAL SHARE INCENTIVE PLAN (THE "SHARE INCENTIVE PLAN")

7.1 Background

The Company had adopted the 2015 Share Option Plan, which was approved by Shareholders on 11 November 2015. The 2015 Share Option Plan, as extended and altered on 6 August 2025 (the "**Extended 2015 Share Option Plan**"), currently provides the framework under which the Company may grant share options ("**Options**") to eligible participants, subject to, *inter alia*, the limitations and requirements of the Catalist Rules. The Extended 2015 Share Option Plan shall continue in force at the discretion of the committee appointed by the Board to administer the Extended 2015 Share Option Plan (the "**Committee**"), subject to a maximum period of ten years commencing on the date on which the Extended 2015 Share Option Plan was adopted by the Company. The Extended 2015 Share Option Plan may be terminated at any time by the Board, subject to all relevant approvals which may be required. For more details on the Extended 2015 Share Option Plan, please refer to the 2 July 2025 Circular.

In order to update and modernise its equity-based incentive framework, the Company proposes to amend the terms of the Extended 2015 Share Option Plan to provide greater flexibility to grant additional forms of equity awards, including RSUs and performance-based equity awards ("**Performance Based Awards**") in addition to Options as currently contemplated under the Extended 2015 Share Option Plan. This will be by way of the introduction of the Share Incentive Plan.

For the avoidance of doubt, for the purpose of the Catalist Rules, the supplementation of the RSUs to the Group's Extended 2015 Share Option Plan would be introduced via the adoption of a share-based incentive plan in the form set out in this Circular, and not by an amendment to the Extended 2015 Share Option Plan (which would otherwise be the customary approach under Israeli law for implementing amendments of this nature).

The availability of a broader range of equity-based award instruments under the Share Incentive Plan is intended to allow the Company to better align the interests of directors, key management personnel and employees with those of Shareholders, support the retention and motivation of talent, and provide the Company with flexibility to tailor equity incentives to different roles, performance objectives and market conditions. The proposed amendments are also intended to ensure that the Company's equity incentive arrangements remain competitive and consistent with prevailing market practices among companies in Israel.

The rules of the Share Incentive Plan are substantially similar to the rules of the Extended 2015 Share Option Plan, save that: (i) the rules of the Share Incentive Plan have been amended such that the Committee has the discretion to grant RSUs and Performance Based Awards in addition to the discretion to grant Options to the persons eligible for participation; and (ii) the rules of the Share Incentive Plan include provisions governing data privacy relating to the Grantees.

Accordingly, the Company proposes to adopt the Share Incentive Plan which will supersede the Extended 2015 Share Option Plan, and such plan will be administered in compliance with the Catalist Rules. Following the adoption of the Share Incentive Plan which will take effect on the relevant Shareholders' approval being obtained, the Extended 2015 Share Option Plan will no longer be active but will continue to govern the treatment of the Options that have been previously granted thereunder. Shareholders should note that in the event Ordinary Resolutions 6, 7 and 8 are not passed at the SGM, the Extended 2015 Share Option Plan shall remain in force and effect in all respects.

Under the Share Incentive Plan, the Company will be authorised to grant awards comprising Options, RSUs and Performance Based Awards (collectively, “**Awards**”), subject to the terms of the Share Incentive Plan and applicable law and listing requirements. As at the Latest Practicable Date, a total of 199,336,564 Options exercisable into 199,336,564 Shares at exercise prices of between S\$0.0305 to S\$0.32 were granted to 1110 participants, of which 14,477,752 Options were exercised, pursuant to which 14,477,752 Shares have been allotted and issued by the Company. As at the Latest Practicable Date, 102,038,001 Options remain outstanding, of which 53,079,264 Options are exercisable into 53,079,264 Shares at exercise prices of between S\$0.0305 to S\$0.32.

The following table sets out the details of Options granted under the 2015 Share Option Plan and the Extended 2015 Share Option Plan, to participants of the 2015 Share Option Plan and the Extended 2015 Share Option Plan who are Directors or the Company’s controlling shareholders and their associates:

Name	Date of grant	Number of Shares offered under the Options	Number of Shares allotted upon exercise of the Options
Haim Brosh	12 November 2018	1,775,643	1,775,643
Haim Brosh	24 February 2020	1,100,000	1,100,000
Haim Brosh	21 December 2021	2,475,999	2,475,999
Haim Brosh	18 April 2024	18,000,000	18,000,000
Elka Nir	16 April 2022	750,000	750,000
Sin Boon Ann	16 April 2022	750,000	750,000
Low Teck Seng	3 February 2023	750,000	750,000
Nehama Ronen	3 February 2023	750,000	750,000
Sarit Zeevi	3 February 2023	750,000	750,000
Haim Brosh	11 August 2025	18,000,000	18,000,000
Elka Nir	11 August 2025	1,500,000	1,500,000
Sin Boon Ann	11 August 2025	1,500,000	1,500,000
Low Teck Seng	11 August 2025	1,500,000	1,500,000
Nehama Ronen	11 August 2025	1,500,000	1,500,000
Sarit Zeevi	11 August 2025	1,500,000	1,500,000

The Company will seek the approval of the SGX-ST for the listing of and quotation for the new Shares to be allotted and issued pursuant to the exercise, vesting and/or settlement of the Awards granted under the Share Incentive Plan. Shareholders are advised that such in-principle approval, if granted by the SGX-ST, is not to be taken as an indication of the merits of the proposed Share Incentive Plan, the new Shares and/or Options to be allotted and issued under the Share Incentive Plan.

7.2 **Summary of the Share Incentive Plan**

The detailed rules of the Share Incentive Plan are set out in Appendix D to this Circular.

The following is a selective summary of certain key terms of the Share Incentive Plan. The full set of the rules of the Share Incentive Plan is set out in Appendix D to this Circular. Capitalised terms used in this summary which are otherwise not defined in this summary shall have meanings ascribed to them in the Rules of the Share Incentive Plan.

(a) **Eligibility**

The persons eligible for participation in the Share Incentive Plan (“**Grantees**”) include employees and directors (including executive, non-executive and independent directors) of the Company or any Affiliated Company (including persons who are responsible for or contribute to the management, growth or profitability of, or who provide substantial services to, the Company or any Affiliated Company). The Committee, in its sole discretion shall select from time to time the individuals, from among the persons eligible to participate in the Plan, who shall

receive Awards. In determining the persons in favour of whom Awards are to be granted, the number and type of Awards to be granted thereto and the terms of such grants, the Committee may take into account the nature of the services rendered by such person, his/her present and future potential contribution to the Company or to the Affiliated Company by which he/she is employed or engaged, and such other factors as the Committee in its discretion shall deem relevant.

Notwithstanding anything to the contrary, Controlling Shareholders and their Associates who meet the eligibility criteria above shall be eligible to participate in the Share Incentive Plan, provided that (a) the participation of; and (b) the terms of any Awards to be granted and the actual number of Awards (and underlying Shares) to be granted under the Share Incentive Plan, to a Grantee who is a Controlling Shareholders or an Associate of a Controlling Shareholder, shall be approved by the independent Shareholders in separate resolutions for each such person. The Company will at such time provide the rationale and justification for any proposal to grant the Controlling Shareholder or his Associate any Awards (including, to the extent applicable, the rationale for any discount to the market price, up to a maximum of 20%, if so proposed). Such Controlling Shareholder and his Associate shall abstain from voting on the resolution in relation to their participation in this Plan and the grant of Awards to them.

(b) Administration

The Share Incentive Plan and any Sub-Plans shall be administered by the Board or a Committee appointed by the Board, in its absolute discretion subject to any applicable limitations imposed by the Companies Law, and/or by any other applicable Law. The Committee shall have all of the powers of the Board granted herein (in which event of such limitations, such Committee may make recommendations to the Board). Subject to the above, the term “**Committee**” whenever used herein, shall mean the Board or the Committee, as applicable.

A Director who is a member of the Committee shall not be involved in its deliberation with respect to Awards to be granted to him.

In respect of the administration of the Sub-Plan, without derogating from the powers and authorities of the Board as detailed in the Share Incentive Plan, the Committee shall have the sole and full discretion and authority, without the need to submit its determinations or actions to the Shareholders of the Company for their approval or authorisation, unless such approval is required to comply with applicable Mandatory Law (including, for the avoidance of doubt, the Catalist Rules), to administer the Sub-Plan and to take all actions related hereto in the Sub-Plan and to such administration, including without limitation the performance, from time to time and at any time, of any and all of the following:

- (i) the designation of Grantees;
- (ii) the determination of the terms of each grant of Awards (which need not be identical), including without limitation the type of Award, the number of Awards to be granted in favor of each Grantee and (as applicable) the vesting schedule, any restrictions, and the Exercise Price or purchase price (if any) thereof and the documents to be executed by the Grantee;
- (iii) the determination of the applicable tax regimes to which the Awards will be subject;
- (iv) the determination of the terms and form of the Award Agreements (which need not be identical), whether a general form or a specific form with respect to a certain Grantee;
- (v) any other action and/or determination deemed by the Committee to be required or advisable for the administration of the Plan and/or any Sub-Plan or Award Agreement;
- (vi) the determination of the Fair Market Value of the Shares, and the mechanism of such determination;
- (vii) the interpretation of the Plan, any Sub-Plans, and the Award Agreements; and

- (viii) the adoption of Sub-Plans, including without limitation the determination, if the Committee sees fit to so determine, that to the extent any terms of such Sub-Plan are inconsistent with the terms of this Plan, the terms of such Sub-Plan shall prevail.

(c) Size and Duration of the Share Incentive Plan

The aggregate number of Shares over which the Committee may grant Awards on any date, when added to the number of Shares issued and issuable in respect of: (a) all Awards granted under the Share Incentive Plan and any applicable Sub-Plan (including existing Options granted on or before 10 November 2025 under the Extended 2015 Share Option Plan and Sub-Plan), and (b) all options or awards granted under any other share option scheme or share schemes then in force, shall not exceed 15% of the total issued share capital of the Company excluding treasury shares on the day immediately preceding the date of grant of the Awards.

The aggregate number of Shares for which the Committee may grant Awards to Controlling Shareholders and their associates (including adjustments made in accordance with Rule 12 of the Share Incentive Plan) (including existing Options granted on or before 10 November 2025 under the Extended 2015 Share Option Plan and Sub-Plan) shall not exceed 5% of the Shares available under the Share Incentive Plan and the number of Shares for which the Committee may grant Awards to each Controlling Shareholder or his associate (including adjustments made in accordance with Rule 12 of the Share Incentive Plan) (including existing Options granted on or before 10 November 2025 under the Extended 2015 Share Option Plan and Sub-Plan) shall not exceed 1% of the Shares available under the Share Incentive Plan.

The Share Incentive Plan shall come into force following its adoption by the Company. The Share Incentive Plan shall terminate upon the earliest of: (i) the termination by the Board; or (ii) the lapse of the ten (10)-year period from the date of the Share Incentive Plan was adopted by the Board.

The termination, discontinuance or expiry of the Share Incentive Plan shall be without prejudice to the rights accrued to Awards which have been granted and accepted in accordance with the rules of the Share Incentive Plan, whether such Awards have been exercised (whether fully or partially) or not.

(d) Operation of the Share Incentive Plan

There are no fixed periods for the grant of Awards.

The Committee, in its sole discretion shall select from time to time the individuals, from among the persons eligible to participate in the Share Incentive Plan, who shall receive Awards. However, the Date of Grant shall not occur prior to the date on which the Company has obtained all approvals required in connection with the grant of such Awards, including without limitation, where applicable, an approval by the applicable stock exchange with respect to the listing of the Shares (including any Exercised Shares) for trading at such a stock exchange. Every Award shall be subject to the condition that no Shares shall be issued pursuant to the exercise of Options or upon vesting/settlement of Awards if such issue would be contrary to the constitutive documents of the Company or any law or enactment, or any rules or regulations of any legislative or non-legislative governing body for the time being in force in Singapore or any other relevant country.

The Awards shall be granted for no consideration, unless otherwise determined by the Committee and specified in the applicable Award Agreement.

Each Award granted pursuant to the Share Incentive Plan shall be evidenced by an Award Agreement. The Award Agreement will be in such form approved by the Committee, which may be a general form or a specific form with respect to a certain Grantee.

- (i) Options – Exercise Period and Exercise Price

The Exercise Price for each Grantee shall be as determined by the Committee and specified in the applicable Award Agreement; provided, however, that: (i) unless otherwise determined by the Committee (which determination shall not require shareholder approval, unless so required in order to comply with the provisions of applicable law (including, for the avoidance of doubt, the Catalyst Rules)), the Exercise Price shall be the Fair Market Value of the Shares on the Date of Grant (“**Fair Market Value Option**”); and (ii) where the Exercise Price is set at a discount to the Fair Market Value of the Shares, the maximum discount shall not exceed 20% of the Fair Market Value of the Shares (or such other percentage or amount as may be determined by the Committee and permitted by the Sponsor or (if required) any other stock exchange on which the Shares are quoted (“**Discounted Option**”).

Our Directors believe that this limit gives us sufficient flexibility to decide upon the number of Options to be offered under the Share Incentive Plan. Our Company, in line with our goal of ensuring sustainable growth, is constantly reviewing our position and considering the expansion of our talent pool. The number of eligible participants is expected to grow over the years. Our Directors are of the opinion that this limit will enable our Company to grant sufficient number of Options to eligible participants to serve as a meaningful reward for contributions to our Group. The Share Incentive Plan forms an important component of our overall remuneration framework and is intended to enhance the competitiveness and attractiveness of our remuneration packages, thereby enabling our Company to attract, motivate and retain key employees and contributors within an increasingly competitive talent market. The flexibility to grant equity-based incentives also allows our Company to align the interests of eligible participants with the long-term growth and performance of the Group.

Further, the availability of share-based incentives provides our Company with greater flexibility in structuring remuneration by supplementing cash-based compensation with equity incentives. This, in turn, allows our Company to better manage and conserve its cash resources, which may then be deployed towards working capital requirements or investments in portfolio companies and other growth opportunities.

However, it does not necessarily mean that our Company will definitely issue Shares up to the prescribed limits. The Committee shall exercise its discretion judiciously in deciding the number of Shares to be granted to each eligible participant, which will depend on, *inter alia*, the performance and value of the participant to our Group.

Fair Market Value Options may be exercised after the first anniversary of the Date of Grant of the Option while Discounted Options may only be exercised after the second anniversary from the Date of Grant of the Option (“**Cliff Period**”). Unless otherwise determined by the Committee with respect to any specific Grantee and/or to any specific grant following the Cliff Period, the options shall vest upon the lapse of each full additional one (1) month thereafter of the Grantee’s continuous service thereafter, until all the Options are vested (that is, 100% of the grant will be vested after three (3) years).

Unless expired earlier pursuant to either Rule 7.4 or Section 9 of the Plan, unexercised Options shall expire and terminate and become null and void upon the lapse of ten (10) years from the Date of Grant.

(ii) Restricted Share Units

The Committee at its sole and absolute discretion may decide to grant under the Share Incentive Plan, RSUs.

The purchase price for each RSU shall be no more than the underlying Share’s nominal value. For the avoidance of doubt, the Committee is authorised to determine that the purchase price of an RSU is to be zero.

Unless otherwise determined by the Committee with respect to any specific Grantee and/or to any specific grant and provided accordingly in the applicable Award Agreement, all other terms and conditions of the Share Incentive Plan applicable to Options, including without limitation, with respect to vesting, shall apply to RSUs, *mutatis mutandis*, provided, however, that Rule

7.2 (Vesting) of the Share Incentive Plan shall not apply to RSUs, and the vesting schedule for RSUs (including any cliff, if applicable) shall be as set forth in the applicable Award Agreement, provided that (i) the first vesting installment of any RSU shall occur no earlier than twelve (12) months from the Date of Grant, and (ii) the RSUs shall vest over a period of no less than three (3) years from the Date of Grant.

Upon vesting of a RSU, the Company shall issue to the Grantee on such vesting date one (1) Share (and/or any other new, substituted or additional securities or other property pursuant to an adjustment described in Rule 12 of the Share Incentive Plan) for each RSU then becoming vested against payment by the Grantee of the nominal value of such shares and subject to the withholding of applicable taxes, if any. If permitted by the Committee, the Grantee may elect, consistent with the requirements of any applicable law, to defer receipt of all or any portion of the Shares or other property otherwise issuable to the Grantee pursuant to this Section, and such deferred issuance date(s) and amount(s) elected by the Grantee shall be set forth in the Award Agreement. Until the grant of RSUs is settled, the number of such RSUs shall be subject to adjustment pursuant to the terms in Rule 12 of the Share Incentive Plan.

The Company shall not be required to issue fractional shares upon the vesting of the RSUs. If any fractional Share would be deliverable upon vesting, such fraction shall be rounded up one-half or less, or otherwise rounded down, to the nearest whole number.

Upon the termination of a Grantee's service, for any reason whatsoever, unless otherwise determined in the applicable Award Agreement, any RSUs granted in favor of such Grantee which are not vested RSUs shall immediately expire, terminate and become null and void.

(iii) Performance Based Awards

Subject to the sole and absolute discretion and determination of the Committee, the Committee may decide to grant fully paid Shares under the Share Incentive Plan, the exercise or vesting of which, as applicable, shall be conditional upon the performance of the Company and/or an Affiliated Company and/or a division or other business unit of the Company or of an Affiliated Company and/or upon the performance of the Grantee, over such period and measured against such objective criteria as shall be determined by the Committee and detailed in the Award Agreement ("**Performance Based Award(s)**"). In granting each Performance Based Award, the Committee shall establish in writing the applicable performance period ("**Performance Period**"), performance formula ("**Performance Formula**") and one or more performance goals ("**Performance Goal(s)**") (which, in case of 102 Performance Based Awards, shall comply with the guidelines of the Israeli Tax Authority ("**ITA**") in this regard) which, when measured at the end of the Performance Period, shall determine on the basis of said Performance Formula the extent to which the Performance Based Award has vested and/or become exercisable (collectively, the "**Performance Conditions**"). It is clarified, that Performance Conditions may be determined for a Performance Based Award either in addition to, or in substitution for, a vesting period. For the avoidance of doubt, the Performance Based Award(s) may be granted without a minimum vesting period in at the sole and absolute discretion of the Committee.

After a Performance Based Award has been granted, the Committee may, in appropriate circumstances and subject to any other approval required in order to comply with Mandatory Law (for example, shareholders' approval), amend any Performance Condition, at its sole and absolute discretion. Without derogating from the above, if the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company or the manner in which the Company or an Affiliated Company conducts its business, or other events or circumstances render a Performance Condition to be unsuitable, the Committee may modify such Performance Condition in whole or in part, as the Committee deems appropriate. If a Grantee is promoted, demoted or transferred to a different business unit or function during a Performance Period, the Committee may determine that the Performance Condition or Performance Period are no longer appropriate and may adjust, change or eliminate the Performance Condition or the applicable Performance Period as it deems appropriate to make such conditions and period comparable to the initial conditions and period.

Performance Goals shall be established by the Committee on the basis of targets to be attained with respect to one or more measures of business or financial performance that shall have the same meanings as used in the Company's financial statements, or, if such terms are not used in the Company's financial statements, they shall have the meaning applied pursuant to generally accepted accounting principles, or as used generally in the Company's industry ("**Performance Measures**"). For purposes of the Share Incentive Plan, the Performance Measures applicable to a Performance Based Award shall be calculated in accordance with generally accepted accounting principles, excluding the effect (whether positive or negative) of any change in accounting standards or any extraordinary, unusual or nonrecurring item, as determined by the Committee, occurring after the establishment of the Performance Goals applicable to the Performance Based Award including by way of example but without limitation the following: (a) asset write-downs or impairment charges; (b) litigation or claim judgments or settlements; (c) the effect of changes in tax laws, accounting principles or other laws or provisions affecting reported results; (d) accruals for reorganization and restructuring programs; (e) acquisitions or divestitures; and (f) foreign exchange gains and losses. Each such adjustment, if any, shall be made solely for the purpose of providing a consistent basis from period to period for the calculation of Performance Measures in order to prevent the dilution or enlargement of the Grantee's rights with respect to a Performance Based Award.

Performance Measures may be one or more of the following, as determined by the Committee: revenue; sales; expenses; operating income; gross margin; operating margin; earnings before any one or more of: share-based compensation expense, interest, taxes, depreciation and amortization; pre-tax profit; net operating income; net income; economic value added; free cash flow; operating cash flow; share price; earnings per share; return on shareholder equity; return on capital; return on assets; return on investment; employee satisfaction; employee retention; balance of cash, cash equivalents and marketable securities; market share; customer satisfaction; product development; research and development expenses; completion of an identified special project; completion of a joint venture or Merger Transaction; market capitalization and any other Performance Goal(s) as determined by the Committee.

Unless otherwise determined by the Committee, anything herein to the contrary notwithstanding, and without derogating from the generality of the above, if any Performance Based Awards granted have not been exercised to the extent applicable) and/or vested/settled (to the extent applicable) and the Shares subject thereto not issued (or, if applicable, not paid for) within ten (10) years after the Date of Grant, such Performance Based Awards and the right to acquire such Shares shall terminate, all interests and rights of the Grantee in and to the same shall *ipso facto* expire, and the Shares subject to such Performance Based Awards shall again be available for grant under the Share Incentive Plan, any Sub-Plans.

(e) Rights of Shares

A Grantee shall not, by virtue of the Share Incentive Plan, any applicable Sub-Plan or the applicable Award Agreement or any Award granted to the Grantee, have any of the rights or privileges of a shareholder with respect to the Shares underlying the Awards, until (as applicable) the Awards have been exercised, vested and/or settled and Shares issued in the Grantee's name; provided, however, that the foregoing shall not restrict the Committee's discretion to permit dividend equivalent cash payments with respect to RSUs pursuant to Rule 10.7 of the Share Incentive Plan. The Shares shall entitle the grantees to full Shareholder rights, including voting and dividend rights, with respect to such Shares and such Shares shall rank *pari passu* with all Ordinary Shares except for any dividends, rights, allotments or other distributions, the Record Date for which is prior to the date such Award is exercised, vested and/or settled (as applicable).

Notwithstanding anything to the contrary herein or in the Company's Articles of Association, none of the Grantees shall have (and they hereby waive the right to have), any pre-emptive rights to purchase, along with the other shareholders in the Company, a pro rata portion of any securities proposed to be offered by the Company prior to the offering thereof to any third party or any rights of first refusal to purchase any securities of the Company offered by the other shareholders of the Company.

Notwithstanding anything to the contrary in the Share Incentive Plan, any Sub-Plan and/or any Award Agreement, and subject to applicable Mandatory Law, the Committee may, in its sole discretion, permit Grantees holding RSUs (including RSUs that constitute Performance Based Awards) to receive cash payments with respect to outstanding RSUs equivalent to amounts paid as dividends, if and when dividends are paid to holders of Shares. Any such dividend equivalent amount may, in the sole discretion of the Committee, be paid at the same time as dividend payments are made to shareholders or be deferred until the issuance of Shares pursuant to the applicable RSUs, and may be subject to the same vesting (and forfeiture) conditions applicable to the underlying RSUs. If the Committee permits dividend equivalent cash payments with respect to RSUs, the terms and conditions for such payments will be set forth in the applicable Award Agreement. For the avoidance of doubt, any dividend equivalent cash payment pursuant to Rule 10.7 of the Share Incentive Plan is a contractual benefit under the Plan and does not confer any rights of a shareholder with respect to any Shares unless and until Shares are actually issued to the Grantee.

In the event of the proposed dissolution or liquidation of the Company, all or part of the unexercised Options or other outstanding Awards may be exercised and/or vested (as applicable) in full by the Grantees as of immediately prior to the effective date of such liquidation or dissolution of the Company, without regard to the vesting terms thereof, as may be determined by the Committee.

(f) Transferability

Other than by will or Laws of descent, neither the Awards nor any of the rights in connection therewith shall be assignable, transferable, made subject to attachment, lien or encumbrance of any kind, and the Grantee shall not grant with respect thereto any power of attorney or transfer deed, whether valid immediately or in the future.

Following the issuance of Shares upon the exercise of Vested Options or, when applicable, upon vesting/settlement of other Awards (including RSUs), the Shares so issued (including the Exercised Shares), the transfer of such Shares is subject to certain conditions and restrictions on transfers.

(g) Termination

Provisions in the rules of the Share Incentive Plan deal with the termination or earlier exercise of Options or unvested Awards in circumstances which include the termination of the Grantee's service, the bankruptcy of the Grantee, the liquidation or dissolution of the Company and in the event of a Merger Transaction (in relation to outstanding Options only).

(h) Adjustments and alterations

In the event of a variation in the issued share capital of the Company (whether by way of a share split, reverse share split, combination or reclassification of the Shares, rights issue, capital reduction, sub-division or consolidation, as well as any distribution of bonus shares or otherwise), the rules of the Share Incentive Plan provides that: (i) the Exercise Price for the Options, class and/or number of Shares comprised in the Options to the extent unexercised and the rights attached thereto and/or the number of Shares underlying other Awards (including RSUs) to the extent unsettled and the rights attached thereto; and/or (ii) the class and/or number of Shares in respect of which additional Options or other Awards (including RSUs) may be granted to persons eligible for participation in the Share Incentive Plan, may be adjusted in such manner as the Committee may determine to be appropriate, whose determination in that respect shall be final, binding and conclusive.

For the avoidance of doubt, the declaration or payment of cash dividends (or other distributions) with respect to Shares shall not, by itself, require or result in any adjustment to any Award or RSU under the Share Incentive Plan. Any dividend equivalent cash payments, if any, with respect to RSUs may only be made if and to the extent expressly permitted by the Committee pursuant to Rule 10.7 of the Share Incentive Plan (and subject to the terms and conditions set forth in the applicable Award Agreement).

The following events (whether singly or in combination) shall not normally be regarded as a circumstance requiring adjustment:

- (i) the issue of securities as consideration for an acquisition;
- (ii) the issue of securities pursuant to a private placement of securities;
- (iii) the issue of securities pursuant to any joint venture and/or debt conversion;
- (iv) the increase in the number of issued Shares as a consequence of the exercise of any options or conversion of any loan stock or any other securities convertibles into Shares or subscription rights of any warrants issued from time to time by the Company entitling holders thereof to acquire new Shares in the capital of the Company (including the vesting of Awards granted pursuant to the Share Incentive Plan);
- (v) the issue of Shares or other securities convertible into or with rights to acquire or subscribe for Shares to employees pursuant to a share option scheme or share plan approved by the Shareholders in general meeting including the Share Incentive Plan;
- (vi) the issue of Shares pursuant to any scrip dividend scheme for the time being of the Company; or
- (vii) the reduction in the number of issued Shares as a result of the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the SGX-ST during the period when a share purchase mandate granted by Shareholders (including any renewal of such mandate) is in force.

Notwithstanding the foregoing, no such adjustment must be made: (a) if as a result, the Grantee receives a benefit that a Shareholder does not receive; and (b) unless the Committee, after considering all relevant circumstances, considers it equitable to do so.

(i) **Rationale for the possible participation of the Controlling Shareholders and their Associates in the Share Incentive Plan and Sub-Plans**

The Company acknowledges that, while there are currently no employees, directors or other service providers who are Controlling Shareholders or Associates of the Controlling Shareholders, this may change from time to time. In such circumstances, the services and contributions of employees, directors or other service providers who are Controlling Shareholders or Associates may be important to the development and success of the Group. Accordingly, extending the Share Incentive Plan and the Sub-Plans to include confirmed full-time employees (and, where applicable, other eligible participants) who are Controlling Shareholders or Associates allows the Group to maintain a fair and equitable system to reward and retain individuals who actively contribute to the progress and success of the Group. The participation of Controlling Shareholders or their Associates in the Share Incentive Plan and the Sub-Plans is intended to serve as a reward for their dedicated services to the Group and as a motivation for them to take a long-term view of the Group. Although participants who are Controlling Shareholders or Associates may already have shareholding interests in the Company, extending eligibility to include them ensures that, if and when they provide services to the Group in an eligible capacity, they are not excluded from participating in and benefiting from the same remuneration framework solely by reason of their status as Controlling Shareholders or Associates.

The specific approval of the independent Shareholders is required for the proposed participation of any Controlling Shareholder and/or their Associates in the Share Incentive Plan and Sub-Plan as well as any specific grant thereunder to such persons. Separate resolutions must be passed for each such person and, in the case of a grant, the resolution must state the actual number of Shares comprised in the specific grant and its applicable terms, as well as the Company's rationale for such proposal. On the foregoing basis, we are of the view that there

are sufficient safeguards against abuse resulting from the participation of the Controlling Shareholders and/or their Associates in the Share Incentive Plan and Sub-Plan.

(j) Rationale for Participation by the Non-Executive Directors (including Independent Directors) in the Share Incentive Plan and Sub-Plan

While the Share Incentive Plan and Sub-Plan cater principally to Group employees, it is recognised that there are other persons who make significant contributions to the Group through their close working relationships with the Group, even though they are not employed within the Group. Such persons include the Non-Executive Directors (including Independent Directors). The Non-Executive Directors are persons from different professions and working backgrounds, bringing to the Group their wealth of knowledge, business expertise and contacts in the business community. They play an important role in helping the Group shape the business strategy by allowing the Group to draw on their diverse backgrounds and working experience. Although the Non-Executive Directors are not involved in the day-to-day running of the operations, they play an invaluable role in furthering the business interests of the Group by contributing their experience and expertise. It is crucial for the Group to attract, retain and incentivise the Non-Executive Directors. By aligning the interests of the Non-Executive Directors with the interests of Shareholders, the Company aims to inculcate a sense of commitment on the part of the Non-Executive Directors towards serving the short and long-term objectives of the Group.

The participation by Non-Executive Directors in the Share Incentive Plan and Sub-Plan will provide the Company with a further avenue to acknowledge and recognise their services and contributions to the Group as it may not always be possible to compensate them fully or appropriately by increasing the directors' fees or other forms of cash payment. For instance, the Non-Executive Directors may bring strategic or other value to the Company which may be difficult to quantify in monetary terms. The grant of Awards to Non-Executive Directors will allow the Company to attract and retain experienced and qualified persons from different professional backgrounds to join the Company as Non-Executive Directors, and to motivate existing Non-Executive Directors to take extra efforts to promote the interests of the Company and/or the Group.

However, as their services and contributions cannot be measured in the same way as the full-time employees of the Group, for the purpose of assessing the contributions of the Non-Executive Directors, the Committee will propose a performance framework comprising mainly non-financial performance measurement criteria such as the extent of involvement and responsibilities shouldered by the Non-Executive Directors, taking into consideration, *inter alia*, their performance and contributions to the success and development of the Group, their committee memberships, as well as their contributions of experience in the areas of overall business strategies, risk management and investment decisions.

In order to minimise any potential conflict of interests and not to compromise the independence of the Non-Executive Directors, we intend to grant only a nominal number of Awards to such Non-Executive Directors within the limits and caps applicable to non-executive directors under the Company's Compensation Policy as approved by Shareholders from time to time. The Committee may also decide that no Awards shall be granted in any financial year or that no Awards may be granted at all.

(k) Rationale for Participation by Employees and/or Directors of the Associated Companies in the Share Incentive Plan and Sub-Plan

It is desirable for the Company to have a share incentive plan which caters to the directors and/or employees who are employed by the associated companies (that is, a company in which at least 20.0% but not more than 50.0% of its shares are held by the Company or the Company's subsidiaries and which the Company has control over) and work closely with the Company and/or the Subsidiaries and who, by reason of their relationship with the Company and/or the Subsidiaries, are in a position to input and contribute their experience, knowledge and expertise to the significant development and prosperity of the Group.

(l) Abstention from Voting

Shareholders who are eligible to participate in the Share Incentive Plan shall abstain from voting on any resolution relating to the Share Incentive Plan (other than a resolution relating to the participation of, or grant of Awards to, directors and employees of the Company's parent company and its subsidiaries if applicable) including the following resolutions where applicable: (a) implementation of the Share Incentive Plan; (b) discount quantum; and (c) participation by and Award grant to Share Incentive Plan Controlling Shareholders and their Associates.

(m) Grant of Discounted Options

Discounted Options will only be granted to deserving employees whose performance has been consistently good and/or whose future contributions to the Group will be invaluable. The ability to offer Discounted Options will operate as a means to recognise the performance of participants as well as to motivate them to continue to excel while encouraging them to focus on improving the profitability and return of the Group to a level that benefits the Shareholders when these are eventually reflected through an appreciation of the share price. Discounted Options would be perceived in a more positive light by the participants, inspiring them to work hard and produce results in order to be offered Discounted Options as only employees who have made significant contributions to the success and development of the Group would be granted Discounted Options.

The flexibility to grant Discounted Options is also intended to cater to situations where the stock market performance has overrun the general market conditions. In such events, the Committee will have absolute discretion to:

- (i) grant Options set at a discount to the Fair Market Value of a Share (subject to a maximum limit of 20.0%); and
- (ii) determine the participants to whom, and the Options to which, such reduction in exercise prices will apply.

In determining whether to give a discount and the quantum of the discount, the Committee shall be at liberty to take into consideration factors including the performance of the Company, the Group, the performance of the participant concerned, the contribution of the participant to the success and development of the Group and the prevailing market conditions.

At present, the Company foresees that Discounted Options may be granted principally in the following circumstances:

- (i) Firstly, where it is considered more effective to reward and retain talented employees by way of a Discounted Option rather than a Fair Market Value Option. This is to reward the outstanding performers who have contributed significantly to the Group's performance and the Discounted Option serves as additional incentives to such Group employees. Options granted by the Company on the basis of Fair Market Value may not be attractive and realistic in the event of an overly buoyant market and inflated share prices. Hence during such period the ability to offer Discounted Options would allow the Company to grant Options on a more realistic and economically feasible basis. Furthermore, Discounted Options will give an opportunity to the Group employees to realise some tangible benefits even if external events cause the Share price to remain largely static.
- (ii) Secondly, where it is more meaningful and attractive to acknowledge a participant's achievements through a Discounted Option rather than paying him a cash bonus. For example, Discounted Options may be used to compensate employees and to motivate them during economic downturns when wages (including cash bonuses and annual wage supplements) are frozen or cut, or they could be used to supplement cash rewards in lieu of larger cash bonuses or annual wage supplements. Accordingly, it is possible that merit-based cash bonuses or rewards may be combined with grants of Fair Market Value Options or Discounted Options, as part of eligible employees'

compensation packages. The Share Incentive Plan and Sub-Plan will provide the Group employees with an incentive to focus more on improving the profitability of the Group thereby enhancing shareholder value when these are eventually reflected through the price appreciation of the Shares after the vesting period. The Committee will have the absolute discretion to grant Discounted Options, to determine the level of discount (subject to a maximum discount of 20.0% of the Fair Market Value) and the grantees to whom, and the Options to which, such discount in the exercise price will apply provided that the Shareholders in general meeting shall have authorised, in a separate resolution, the making of offers and grants of Options under the Share Incentive Plan and Sub-Plan at a discount not exceeding the maximum discount as aforesaid. Such Discounted Options may be exercisable after two (2) years from the Date of Grant.

The Company may also grant Options without any discount to the Fair Market Value. Additionally, the Company may, if it deems fit, impose conditions on the exercise of the Options (whether such Options are granted at the Fair Market Value or at a discount to the Fair Market Value), such as restricting the number of Shares for which the Option may be exercised during the initial years following its vesting.

7.3 Financial effects of the Share Incentive Plan

The financial effects of the Share Incentive Plan are discussed below.

(a) Cost of Awards

The Company accounts for Awards granted in accordance with IFRS 2 *Share-based Payment* (“**IFRS 2**”). IFRS 2 requires an entity to recognise share-based payment transactions in its financial statements.

The remuneration expense for Awards represents the fair value of the Award recorded over the respective vesting periods of the individual Awards. The expense is included in the respective categories of expense in the consolidated statements of profit or loss and other comprehensive income. The fair value of the Awards granted is measured using an applicable valuation method, taking into account the terms and conditions upon which the Awards were granted. Measurement inputs include share price on measurement date, expected volatility, expected employee turnover rate, employee exercise behaviour, risk free interest rate and expected dividend. Services and non-market performance conditions are not taken into account in determining fair value.

(b) Share Capital

The Share Incentive Plan will result in an increase in the Company's issued share capital when New Shares are issued to Grantees pursuant to the exercise of Options and/or the vesting and settlement of the RSUs and Performance Based Awards. The number of New Shares arising will depend on, *inter alia*, the number of Shares comprised in the Awards granted under the Share Incentive Plan.

(c) NTA

The issue of New Shares upon the exercise of the Options granted under the Share Incentive Plan will increase the Company's NTA by the aggregate Exercise Price of the New Shares issued. On a per New Share basis, the effect on the NTA of the Company is accretive if the Exercise Price is above the NTA per Share, but dilutive otherwise. If New Shares are issued under the Share Incentive Plan in relation to the vesting and/or settlement of the RSUs and Performance Based Awards, there would be no effect on the NTA.

(d) EPS

The Share Incentive Plan will have a dilutive effect on the Company's consolidated EPS following the increase in the Company's issued share capital to the extent that New Shares are issued pursuant to the Share Incentive Plan.

(e) **Dilutive Impact**

The Share Incentive Plan provides that the aggregate number of Shares over which the Committee may grant the Awards on any date, when added to the number of Shares issued and/or issuable in respect of: (a) all Awards already granted under the Share Incentive Plan and Sub-Plan (excluding existing Options granted on or before 10 November 2025 under the Extended 2015 Share Option Plan and Sub-Plan); and (b) all options or awards granted under any other share option scheme or share schemes then in force, shall not exceed 15% of the total issued share capital of the Company (excluding treasury Shares) on the day immediately preceding the Date of Grant of the Awards. This is the same limit that was placed on the Extended 2015 Share Option Plan. It is therefore expected that the dilutive impact of the Share Incentive Plan on the NTA per Share and EPS will not be materially different from dilutive impact of the Extended 2015 Share Option Plan.

8. THE PROPOSED GRANT OF RSU TO THE COMPANY'S CHIEF EXECUTIVE OFFICER ("CEO") UNDER THE SHARE INCENTIVE PLAN

8.1 Background and Rationale

Pursuant to the Companies Law, arrangements regarding the compensation of the CEO of a publicly traded company are generally required to be approved in turn by the Remuneration Committee, the Board and the Shareholders by a Special Majority.

The proposed RSU grant is conditional upon the approval of the adoption of the Share Incentive Plan as described in Section 7 above.

The Remuneration Committee and the Board have decided to provide the CEO with an equity award in the form of RSUs, which is intended to create a strong long-term retention effect, to further align the CEO's interests with those of Shareholders and to incentivise the CEO to continue to lead the Company towards the achievement of its strategic objectives.

In making their recommendation regarding the approval of the proposed RSU grant to the CEO, the Remuneration Committee and the Board have considered, inter alia: (i) the factors included in the Compensation Policy, including the CEO's position, tenure, responsibilities, background and experience; (ii) that the proposed RSU grant reflects a fair and reasonable value for the CEO's services; (iii) the CEO's existing equity holdings prior to this proposed grant; (iv) that two tranches are performance-based, which further aligns the CEO's interests with those of the Shareholders; and (v) that the first tranche has a long cliff vesting period of 15 months, reinforcing long-term retention.

The Remuneration Committee and the Board have approved, and resolved to recommend to the Shareholders to approve, the grant of 18,000,000 RSUs to the CEO under the Share Incentive Plan (as amended from time to time).

The aggregate amount of RSUs equals approximately 1.24% of the Company's outstanding share capital (and 1.22% of the Company's Post- Subscription Share Capital) and 1.16% of the Company's share capital on a fully diluted basis as of the Latest Practicable Date (and 1.14% of the Company's Post Subscription Share Capital on a fully diluted basis).

The Remuneration Committee and the Board believe that such grant is in the best interests of the Company and its Shareholders as it would help to further align the interest of the CEO with that of Shareholders and support retention and continuity of leadership. The RSUs will be subject to multi-year vesting and additional settlement conditions, as described below.

8.2 Details of the RSUs to be Granted

Details regarding the RSUs proposed to be granted to the CEO are set out below.

Capitalised terms not defined in this Circular shall have the meanings as ascribed to them in the Share Incentive Plan.

- (a) **Date of grant:** 21 May 2026 (the “**Date of Grant**”), being 30 days following the filing of the Plan documents with the Israeli Tax Authority (for Israeli tax purposes).
- (b) **Number of RSUs:** 18,000,000 RSUs, each RSU entitling the CEO to receive one (1) Ordinary Share of the Company with a nominal value of NIS 0.01 per Share, subject to the terms of the Share Incentive Plan and the applicable restricted period under Section 102 of the Israeli Income Tax Ordinance (where applicable).
- (c) **Type of award / tax track:** the RSUs will be granted as 102 Trustee Awards in the form of RSUs, under the “Capital Gains Tax Track” pursuant to Section 102 of the Israeli Income Tax Ordinance and will be granted to the trustee in favor of the CEO.
- (d) **Purchase price / exercise price:** the purchase price (exercise price) of each RSU is S\$0. To the extent applicable, Shares issued upon settlement may require payment of the nominal value per Share (par value).
- (e) **Vesting:** the RSUs will vest over a total of three (3) years in three (3) equal tranches, subject to the CEO’s continuous service through each applicable vesting date:
 - (i) First Tranche: One-Third (1/3) of the RSUs (6,000,000 RSUs) to vest upon completion of fifteen (15) months of continuous service, with the vesting period to be counted from the date of approval by the general meeting of Shareholders; i.e. on 16 July 2027.
 - (ii) Second Tranche: One-Third (1/3) of the RSUs (6,000,000 RSUs) to vest upon completion of twenty-four (24) months of continuous service; i.e. on 16 April 2028.
 - (iii) Third Tranche: One-Third (1/3) of the RSUs (6,000,000 RSUs) to vest upon completion of thirty-six (36) months of continuous service; i.e. on 16 April 2029.
- (f) **Settlement condition – Market capitalisation of the Group (“Market Value Milestones”):** settlement or issuance of Shares in respect of the vested Second Tranche and Third Tranche is subject to achievement of the following Market Value Milestones (as a condition to settlement/issuance and not as a vesting condition):
 - (i) Second Tranche: Market Value Milestone of at least S\$120,000,000.
 - (ii) Third Tranche: Market Value Milestone of at least S\$180,000,000.
- (g) **Settlement periods; expiration:** vested RSUs will be eligible for settlement or issuance only during the following settlement periods:
 - (i) the First Tranche may be settled from its applicable vesting date until the third (3rd) anniversary of the Date of Grant;
 - (ii) the Second Tranche may be settled from its applicable vesting date until the fourth (4th) anniversary of the Date of Grant; and
 - (iii) the Third Tranche may be settled from its applicable vesting date until the fifth (5th) anniversary of the Date of Grant.

Any RSUs (or portion thereof) that are not settled by the end of the applicable settlement period will automatically expire, terminate and be forfeited for no consideration.

- (h) **Termination of Service:** upon termination of service for any reason other than for Cause, (i) unvested RSUs will automatically terminate and be forfeited; and (ii) vested but unsettled RSUs will generally remain outstanding only until the earlier of (A) three (3) months following the termination date and (B) the applicable expiration date, after which they will terminate to the extent not settled. Upon termination for Cause, all RSUs (whether vested or unvested) will terminate and be forfeited.
- (i) **Death or permanent disability:** full acceleration of vesting will apply in the event of death or permanent disability, subject to the Share Incentive Plan and the terms of the RSU agreement (including as to treatment of Market Value settlement conditions).
- (j) **Transferability:** the RSUs are not publicly traded and are generally non-transferable. Shares issued upon vesting/settlement will be subject to the transfer restrictions and other limitations set forth in the Share Incentive Plan and the Company's Articles of Association.
- (k) **Dividend equivalents:** the RSU agreement provides that the CEO shall receive cash payments (if any) with respect to outstanding RSUs equivalent to amounts paid as dividends, if and when dividends are paid to holders of Shares, subject to the terms of the RSU agreement and the Share Incentive Plan.

For further information regarding the equity interests of the CEO prior to the issuance of RSUs, please refer to the Directors' Report in the Company's Annual Report for FY2025.

For information regarding the remuneration and equity interests of the CEO prior to the issuance of the RSUs, please refer to the Corporate Governance Report in the Company's Annual Report for FY2025.

9. **DISCLOSURES**

In accordance with the Catalist Rules, the following disclosures (as applicable) will be made by the Company in its annual report for so long as the Share Incentive Plan continue in operation:

- (a) the names of the members of the Committee administering the Share Incentive Plan; and
- (b) the information in respect of Awards granted to the following Grantees in the relevant Share Incentive Plan in the tables set out below:
 - (i) Directors of the Company;
 - (ii) Controlling Shareholders of the Company and their Associates; and
 - (iii) Grantees (other than those in paragraphs (b)(i) and (b)(ii) above) who have received 5% or more of the total number of Shares available under the Share Incentive Plan.

In the event the Options are granted to the Grantees under the Share Incentive Plan, the following information is set out in the table disclosed below:

Name of Grantee	Number of Shares comprised in Options granted during the financial year under review (including terms)	Aggregate number of Shares comprised in the Options granted since commencement of the Scheme to the end of the financial year under review	Aggregate number of Shares comprised in Options which have been issued and/or transferred since commencement of the Scheme to the end of the financial year under review	Aggregate number of Shares comprised in Options outstanding as at the end of the financial year under review
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In the event the RSUs and/or Performance Based Awards are granted to the Grantees under the Share Incentive Plan, the following table is to be disclosed below:

Name of Grantee	Number of Shares comprised in RSUs and/or Performance Based Awards granted during the financial year under review (including terms)	Aggregate number of Shares comprised in RSUs and/or Performance Based Awards granted since commencement of the Scheme to the end of the financial year under review	Aggregate number of Shares comprised in RSUs and/or Performance Based Awards which have been issued and/or transferred since commencement of the Scheme to the end of the financial year under review	Aggregate number of Shares comprised in RSUs and/or Performance Based Awards outstanding as at the end of the financial year under review
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In the event that the disclosure of any requirements in Rule 851(1) of the Catalist Rules is not applicable, an appropriate negative statement will be included in the Annual Report.

10. **INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS**

As at the Latest Practicable Date, the interests of the Directors in the Shares and the interests of Substantial Shareholders are as follows:

	Direct Interest		Deemed Interest	
	No. of Shares	%	No. of Shares	%
Directors				
Haim Brosh ⁽²⁾⁽³⁾	563,063	0.05	-	-

Nehama Ronen ⁽¹⁾⁽³⁾	-	-	-	-
Sin Boon Ann ⁽¹⁾⁽³⁾	-	-	-	-
Professor Low Teck Seng ⁽¹⁾⁽³⁾	-	-	-	-
Sarit Zeevi ⁽¹⁾⁽³⁾	-	-	-	-
Elka Nir ⁽¹⁾⁽³⁾	-	-	-	-
Substantial Shareholders				
LH	393,072,899	27.01	-	-
Bank of New York Mellon as the ADSs Depository Bank ⁽⁴⁾	128,972,843	8.86	-	-
Stone Robert Alexander	93,054,236	6.39		

Notes:

- (1) Each of Nehama Ronen, Elka Nir, Sin Boon Ann, Professor Low Teck Seng, Sarit Zeevi holds 750,000 Options.
- (2) Haim Brosh holds 23,350,643 Options.
- (3) In respect of each of Nehama Ronen, Sarit Zeevi and Low Teck Seng, 583,327 Options have vested. In respect of each of Sin Boon Ann and Elka Nir, 750,000 Options have vested. In respect of Haim Brosh, 11,850,068 Options have vested.
- (4) The Bank of New York Mellon is the ADR Depository and holds these Shares on behalf of the ADR Holders.

Save for their respective interests arising by way of their directorships and/or shareholdings in the Company or as disclosed in this Circular, none of the Directors or Substantial Shareholders of the Company and their respective associates have any interest, direct or indirect, in the Proposals.

11. DIRECTORS' RECOMMENDATIONS

11.1 The Proposed Re-election of Ms. Sarit Zeevi as an External Director of the Company (Ordinary Resolution 1)

The Board, having reviewed and considered the rationale for the proposed re-election of Ms. Sarit Zeevi as an External Director, is of the view that her continued service is in the best interests of the Company and its Shareholders as a whole. Accordingly, the Board recommends that Shareholders vote in favour of Ordinary Resolution 1.

11.2 The Proposed Increase of the Company's Registered Share Capital and Consequential Amendments to the Articles of Association (Ordinary Resolution 2)

The Board, having reviewed and considered the rationale for the proposed increase of the Company's registered share capital and consequential amendments to the Articles of Association, is of the view that these proposals are in the best interests of the Company and its Shareholders as a whole. Accordingly, the Board recommends that Shareholders vote in favour of Ordinary Resolution 2.

11.3 The Approval of the Proposed Adoption of the Amended Compensation Policy (Ordinary Resolution 3)

The Board, having reviewed and considered the rationale for the proposed adoption of the Amended Compensation Policy, is of the view that this proposal is in the best interests of the Company and its Shareholders as a whole. Accordingly, the Board recommends that Shareholders vote in favour of Ordinary Resolution 3.

11.4 The Approval of the Amendment to the Employment Agreement of the Company's CEO and Special Bonus (Ordinary Resolution 4)

The Board (save for Mr. Haim Brosh, who has abstained from making any recommendation in respect of Ordinary Resolution 4), having reviewed and considered the benefits, rationale and details of the foregoing proposed amendment to the employment agreement of the Company's CEO and special bonus, is of the view that this proposal is in the best interests of the Company and its Shareholders as a whole. Accordingly, the Board recommends that Shareholders vote in favour of Ordinary Resolution 4.

11.5 The Approval of the Proposed CEO Exit Event Bonus Plan for the Financial Year Ending 31 December 2026 (Ordinary Resolution 5)

The Board (save for Mr. Haim Brosh, who has abstained from making any recommendation in respect of Ordinary Resolution 5), having reviewed and considered the benefits, rationale and details of the foregoing proposed CEO Exit Event Bonus Plan, is of the view that this proposal is in the best interests of the Company and its Shareholders as a whole. Accordingly, the Board recommends that Shareholders vote in favour of Ordinary Resolution 5.

11.6 The Proposed Adoption of the Share Incentive Plan (Ordinary Resolution 6)

The Board, having reviewed and considered the benefits and rationale for the proposed adoption of the Share Incentive Plan, is of the view that this proposal is in the best interests of the Company and its Shareholders as a whole. Accordingly, the Board recommends that Shareholders vote in favour of Ordinary Resolution 6.

11.7 The Proposed Grant of Authority to Offer and Grant Options at a discount pursuant to the Share Incentive Plan (Ordinary Resolution 7)

The Board, having reviewed and considered the benefits and rationale for the proposed grant of authority to offer and grant Options pursuant to the Share Incentive Plan at a discount not exceeding 20% of the Fair Market Value of the Shares prevailing at the Date of Grant of the respective Options (such Fair Market Value to be determined in accordance with the Rules of the Share Incentive Plan), provided that such discount does not exceed the relevant limits as may be set by the SGX-ST from time to time, is of the view that this proposal is in the best interests of the Company and its Shareholders as a whole. Accordingly, the Board recommends that Shareholders vote in favour of Ordinary Resolution 7.

11.8 The Proposed Grant of Authority to Offer and Grant RSUs and Performance Based Awards pursuant to the Share Incentive Plan (Ordinary Resolution 8)

The Board, having reviewed and considered the benefits and rationale for the proposed grant of RSUs and Performance Based Awards pursuant to the Share Incentive Plan, is of the view that this proposal is in the best interests of the Company and its Shareholders as a whole. Accordingly, the Board recommends that Shareholders vote in favour of Ordinary Resolution 8.

11.9 The Proposed Grant of RSUs to the Company's CEO under the Share Incentive Plan (Ordinary Resolution 9)

The Board (save for Mr. Haim Brosh, who has abstained from making any recommendation in respect of Ordinary Resolution 9), having reviewed and considered the benefits, rationale and details of the foregoing proposed grant of RSUs to the CEO, is of the view that this proposal is

in the best interests of the Company and its Shareholders as a whole. Accordingly, the Board recommends that Shareholders vote in favour of Ordinary Resolution 9.

12. SPECIAL GENERAL MEETING

The SGM, the notice of which is set out on pages N-1 to N-7 of this Circular, will be held at Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Singapore 039593, Level 3, Room 307 on 16 April 2026 at 10:30 a.m. (Singapore time) (or immediately after the conclusion or adjournment of the Annual General Meeting of the Company to be held at 10:00 a.m. (Singapore time) on the same day) for the purpose of considering and, if thought fit, passing the ordinary resolutions set out in the Notice of SGM.

13. ACTION TO BE TAKEN BY SHAREHOLDERS

13.1 When a Depositor is not regarded as a Shareholder

A Depositor shall not be regarded as a Shareholder of the Company entitled to attend the SGM unless his name appears on the Depository Register as at the close of business on 8 April 2026, being the record date for determining those Shareholders eligible to vote at the SGM.

13.2 Appointment of Proxies

Shareholders who are unable to attend the SGM and wish to appoint a proxy to attend and vote at the SGM on their behalf will find attached to this Circular a Proxy Form which they are requested to complete, sign and return in accordance with the instructions printed thereon as soon as possible and in any event so as to arrive at the registered office of the Company at 17 T'chelet Street, Misgav Industrial Park, '2017400 Israel, or the 'Company's Singapore Share Registrar and Share Transfer Office, In.Corp Corporate Services Pte. Ltd., 36 Robinson Road #20-01 City House, Singapore 068877., or by e-mail to Mrs Sahar Farah, Joint Company Secretary, at CompanySecretary@trendlines.com not less than forty eight (48) hours before the time appointed for the SGM. The completion and return of a Proxy Form by a Shareholder does not preclude him from attending and voting in person at the SGM if he finds that he is able to do so. In such event, the relevant Proxy Form will be deemed to be revoked. Notwithstanding the above, the Chairman of the SGM shall have the right to waive the time requirement provided above with respect to all instruments of proxies and to accept any and all instruments of proxy until the beginning of the SGM.

13.3 Abstention from Voting

General Principles

Each Shareholder voting on the Ordinary Resolutions 1, 3, 4, 5 and 9 to be proposed at the SGM is required to indicate whether or not he is a Controlling Shareholder (as defined in the Companies Law) or has a personal interest in the Proposed Resolutions.

Under the Companies Law, in general, a person will be deemed to be a Controlling Shareholder if that person has the power to direct the activities of the Company, otherwise than by reason of being a director or other Office Holder of the Company, and a person is deemed to have a personal interest if any member of the Shareholder's immediate family, or the immediate family of a Shareholder's spouse, has a personal interest in the adoption of the Proposed Resolutions 1, 3, 4, 5 and 9. In addition, you are deemed to have a personal interest if a company that is affiliated with you, other than the Company, has a personal interest in the adoption of the Proposed Resolutions 1, 3, 4, 5 and 9. Such company is a company in which you or a member of your immediate family serves as a director or chief executive officer, has the right to appoint a director or the chief executive officer, or owns 5% or more of the outstanding shares. However, you are not deemed to have a personal interest in the adoption of the Proposed Resolutions 1, 3, 4, 5 and 9 if your interest in such Proposed Resolutions 1, 3, 4, 5 and 9 arises solely from your ownership of our Shares, or in respect of Proposed Resolution 1, from a matter that is not related to a relationship with a Controlling Shareholder (as defined under the Companies Law).

To avoid confusion, each Shareholder, who has not delivered a written notice to the Company that he or she has a personal interest in any of the Proposed Resolutions 1, 3, 4, 5 and 9 or that she or he is a Controlling Shareholder, will be deemed to confirm that such shareholder does not have personal interest or is not a Controlling Shareholder (other than as detailed below). If you believe that you, or a related party of yours, is a Controlling Shareholder or possesses a personal interest with respect to any of the proposed Ordinary Resolutions 1, 3, 4, 5 and 9, please deliver a written notice to Mrs Sahar Farah, Joint Company Secretary, at CompanySecretary@trendlines.com. If you hold your Shares through a bank, broker or other nominee and believe that you possess a personal interest in the approval of the proposed ordinary resolutions 1, 3, 4, 5 and 9 or you are a Controlling Shareholder, you may also contact the representative managing your account, who could then contact us on your behalf as described in the preceding sentence.

All Shareholders who are eligible to participate in the Share Incentive Plan must abstain from voting on any resolutions relating thereto as may be required by the SGX-ST, and shall also not accept any appointment as proxy for any Shareholder to vote in respect of each such resolution unless the Shareholder concerned has given specific instructions in his proxy form as to the manner in which his votes are to be cast in respect of each such resolution. Therefore, the Company will be obtaining independent Shareholders' approval for the resolutions.

In compliance with Rule 704(15)(b) of the Catalist Rules, the Company will in the announcement of the SGM results indicate the details of parties who are required to abstain from voting on any resolution(s), including the number of shares held and the individual resolution(s) on which such parties are required to abstain from voting. The announcement of the SGM results shall also include a statement that all Shareholders who are eligible to participate in the Share Incentive Plan have abstained from voting on all resolutions relating to the Share Incentive Plan.

The Company will disregard any votes cast by persons who are required to abstain from voting.

Specific Abstention Requirements

(a) **Ordinary Resolution 1 (Re-election of Ms. Sarit Zeevi as an External Director)**

Ordinary Resolution 1 requires approval by a Disinterested Majority. As LH is deemed a Controlling Shareholder for the purpose of this resolution (on grounds of good corporate governance, notwithstanding that it is not considered an interested person transaction under the Companies Law or Catalist Rules), LH and its associates shall abstain from voting on Ordinary Resolution 1. The Company will disregard any votes cast by LH and its associates on Ordinary Resolution 1.

(b) **Ordinary Resolution 2 (Increase of Share Capital and Consequential Amendments to the Articles of Association)**

Ordinary Resolution 2 requires approval by a simple majority of votes of Shareholders present and voting at the SGM. No specific abstention requirements apply to this resolution.

(c) **Ordinary Resolutions 3, 4, 5 and 9 (Compensation Policy, CEO Employment Amendment & Special Bonus, CEO Exit Event Bonus Plan, and CEO RSU Grant)**

Ordinary Resolutions 3, 4, 5 and 9 require approval by a Special Majority. As these resolutions are considered interested person transactions under the Companies Law, LH (as a Controlling Shareholder) and its Associates shall abstain from voting on Ordinary Resolutions 3, 4, 5 and 9.

Additionally, Mr. Haim Brosh (the CEO) and his Associates shall abstain from voting on Ordinary Resolutions 4, 5 and 9 due to his personal interest in these proposals. The

Company will disregard any votes cast by LH, Mr. Haim Brosh, and their respective Associates on these resolutions.

- (d) **Ordinary Resolutions 6, 7 and 8 (Adoption of the Share Incentive Plan, Grant of authority to offer and grant Options at a discount pursuant to the Share Incentive Plan and Grant of authority to offer and grant RSUs and Performance Based Awards pursuant to the Share Incentive Plan)**

Ordinary Resolutions 6, 7 and 8 are subject to Rule 858 of the Catalist Rules and Rule 4.3 of the Share Incentive Plan. Hence, all Shareholders that are eligible to participate shall abstain from voting in respect of Ordinary Resolutions 6, 7 and 8 and shall not accept appointments as proxies unless specific instructions as to voting are given in the proxy instrument in respect of how the relevant Shareholder wishes their votes to be cast for Ordinary Resolutions 6, 7 and 8. The Company will disregard any votes cast by the above-mentioned persons on Ordinary Resolutions 6, 7 and 8 in relation to the proposed amendments to the Share Incentive Plan, as set out in the Notice of SGM.

14. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Proposed Resolutions, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading.

Where information in the Circular has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in the Circular in its proper form and context.

15. INSPECTION OF DOCUMENTS

Copies of the following documents are available for inspection for a period of three (3) months from the date of this Circular at the registered office of the Company at The Trendlines Building, Misgav Industrial Park, 17 T'chelet Street, M.P. Misgav 2017400, Israel, or at the Company's Singapore Share Registrar and Share Transfer Office, In.Corp Corporate Services Pte. Ltd., 36 Robinson Road #20-01 City House, Singapore 068877:

- (i) the Company's FY2025 Annual Report;
- (ii) the Articles of Association;
- (iii) the Share Incentive Plan; and
- (iv) the Amended Compensation Policy.

Alternatively, shareholders may request an electronic copy of the above documents for inspection, from the date of this Circular up to and including the date of the SGM, by email to shira@trendlines.com.

A copy of the Company's FY2025 Annual Report is also available for inspection at the Company's website at URL <https://www.trendlines.com/>.

Yours faithfully

For and on behalf of
the Board of Directors of

The Trendlines Group Ltd.

Nehama Ronen
Chair of the Board of Directors

11 March 2026

APPENDIX A

Additional information on Directors to be re-elected or appointed pursuant to Catalyst Rule 720(5)

Details required under Appendix 7F of the Catalyst Rules	Ms. Sarit Zeevi
Date of Appointment	31 January 2023
Date of last re-appointment (if applicable)	Not applicable
Age	59
Country of principal residence	Israel
The Board's comments on this appointment (including rationale, selection criteria, board diversity considerations and the search and nomination process)	The Board considered the Nominating Committee's recommendation and assessment on Ms Sarit Zeevi's professional qualifications, expertise, past working experience and commitment in the discharge of her duties as an Independent Director and External Director, and is satisfied that she will continue to contribute meaningfully to the Board.
Whether appointment is executive, and if so, the area of responsibility	Non-Executive Director
Job Title (e.g. Lead ID, AC Chairman, AC Member etc.)	External & Independent Director, Chair of the Audit Committee and Remuneration Committee
Professional qualifications	<ol style="list-style-type: none"> 1. Master's Degree in Finance, Reichman University (IDC Herzliya) 2. Bachelor's Degree in Law (LLB), The Hebrew University of Jerusalem 3. Mediator – Course and Practicum, Gome, Israeli Center for Mediation and Coaching 4. Diploma studies in Retirement Home Management, Bar-Ilan University, Israel

<p>Working experience and occupation(s) during the past 10 years</p>	<p>2013 to Present:</p> <ul style="list-style-type: none"> Part time legal counsel – Elisha Elit Ltd (a member of the Zeevi Group); <p>2016-2017:</p> <ul style="list-style-type: none"> Arava Power Company Ltd.- In-house counsel <p>2019-2022:</p> <ul style="list-style-type: none"> Teaching Fellow, Haifa University faculty of law <p>2018-2024:</p> <ul style="list-style-type: none"> Airtouch Solar Ltd, Business Manager and General Counsel
<p>Shareholding interest in the listed issuer and its subsidiaries.</p>	<p>No</p>
<p>Any relationship (including immediate family relationships) with any existing director, existing executive officer, the issuer and/or substantial shareholder of the listed issuer or of any of its principal subsidiaries</p>	<p>No</p>
<p>Conflict of interest (including any competing business)</p>	<p>No</p>
<p>Undertaking (in the format set out in Appendix 7H) under Rule 720(1) has been submitted to the listed issuer</p>	<p>Yes</p>
<p>Other Principal Commitments* Including Directorships#</p> <p>* "Principal Commitments" has the same meaning as defined in the Code.</p> <p># These fields are not applicable for announcements of appointments pursuant to Listing Rule 704(8)</p>	

<p><u>Past (for the last 5 years)</u></p>	<p><u>Past (for the last 5 years)</u></p> <ul style="list-style-type: none"> • Blitz Technologies Ltd , Independent Director* • Airtouch Solar Ltd- Director, Business Manager and General Counsel
<p><u>Present</u></p>	<p><u>Present</u></p> <ul style="list-style-type: none"> • Top Gum Industries Ltd.* • More Mutual Funds Management (2013) Ltd. • Solcold Ltd. • Rinc Green Ltd. • "ZI" Zrt. <p>*Listed Company</p>
<p><u>Information Required</u> <u>Disclose the following matters concerning an appointment of director, chief executive officer, chief financial officer, chief operating officer, general manager or other officer of equivalent rank. If the answer to any question is “yes”, full details must be given.</u></p>	
<p>a) Whether at any time during the last 10 years, an application or a petition under any bankruptcy law of any jurisdiction was filed against him or against a partnership of which he was a partner at the time when he was a partner or at any time within 2 years from the date he ceased to be a partner?</p>	<p>No</p>

<p>b) Whether at any time during the last 10 years, an application or a petition under any law of any jurisdiction was filed against an entity (not being a partnership) of which he was a director or an equivalent person or a key executive, at the time when he was a director or an equivalent person or a key executive of that entity or at any time within 2 years from the date he ceased to be a director or an equivalent person or a key executive of that entity, for the winding up or dissolution of that entity or, where that entity is the trustee of a business trust, that business trust, on the ground of insolvency?</p>	<p>No</p>
<p>c) Whether there is any unsatisfied judgment against him?</p>	<p>No</p>
<p>d) Whether he has ever been convicted of any offence, in Singapore or elsewhere, involving fraud or dishonesty which is punishable with imprisonment, or has been the subject of any criminal proceedings (including any pending criminal proceedings of which he is aware) for such purpose?</p>	<p>No</p>
<p>e) Whether he has ever been convicted of any offence, in Singapore or elsewhere, involving a breach of any law or regulatory requirement that relates to the securities or futures industry in Singapore or elsewhere, or has been the subject of any criminal proceedings (including any pending criminal proceedings of which he is aware) for such breach?</p>	<p>No</p>
<p>f) Whether at any time during the last 10 years, judgment has been entered against him in any civil proceedings in Singapore or elsewhere involving a breach of any law or regulatory requirement that relates to the securities or futures industry in Singapore or elsewhere, or a finding of fraud, misrepresentation or dishonesty on his part, or he has been the subject of any civil proceedings (including any pending civil proceedings of which he is aware) involving an allegation of fraud, misrepresentation or dishonesty on his part?</p>	<p>No</p>
<p>g) Whether he has ever been convicted in Singapore or elsewhere of any offence in connection with the formation or management of any entity or business trust?</p>	<p>No</p>

h) Whether he has ever been disqualified from acting as a director or an equivalent person of any entity (including the trustee of a business trust), or from taking part directly or indirectly in the management of any entity or business trust?	No
i) Whether he has ever been the subject of any order, judgment or ruling of any court, tribunal or governmental body, permanently or temporarily enjoining him from engaging in any type of business practice or activity?	No
j) Whether he has ever, to his knowledge, been concerned with the management or conduct, in Singapore or elsewhere, of the affairs of :—	
i. any corporation which has been investigated for a breach of any law or regulatory requirement governing corporations in Singapore or elsewhere; or	No
ii. any entity (not being a corporation) which has been investigated for a breach of any law or regulatory requirement governing such entities in Singapore or elsewhere; or	No
iii. any business trust which has been investigated for a breach of any law or regulatory requirement governing business trusts in Singapore or elsewhere; or	No
iv. any entity or business trust which has been investigated for a breach of any law or regulatory requirement that relates to the securities or futures industry in Singapore or elsewhere, in connection with any matter occurring or arising during that period when he was so concerned with the entity or business trust?	No
k) Whether he has been the subject of any current or past investigation or disciplinary proceedings, or has been reprimanded or issued any warning, by the Monetary Authority of Singapore or any other regulatory authority, exchange, professional body or government agency, whether in Singapore or elsewhere?	No

Any prior experience as a director of an issuer listed on the Exchange?	Not applicable, This is a re-election of a director
If yes, please provide details of prior experience.	Not applicable
If no, please state if the director has attended or will be attending training on the roles and responsibilities of a director of a listed issuer as prescribed by the Exchange.	Not applicable

APPENDIX B

3. Public Company

The Company is a public company as such term is defined in the Israeli Companies Law.

4. Object and Purpose of the Company

- (a) The purpose of the Company is to engage, directly or indirectly, in any lawful activity or business whatsoever.
- (b) The Company may contribute a reasonable amount to a worthy cause. The Board of Directors may from time to time determine the policy and amounts within which such contributions may be made by the Company, and the person or persons authorised to approve any such specific contribution.

5. Limitation of Liability

The Company is a limited liability company and therefore each Shareholder's liability for the Company's obligations shall be limited to the full payment of the nominal value of the shares held by such Shareholder.

6. Amendment of Articles

Subject to applicable law, any amendment of these Articles shall require an Ordinary Resolution to be adopted by a General Meeting, except with respect to Articles 39, 40, 43(c) and this Article 6 which shall require a resolution passed by a Special Majority at the General Meeting.

Subject to applicable law, and unless provided otherwise herein, a resolution passed at a General Meeting by a Special Majority which purports to amend any of the provisions set forth herein, shall be deemed a resolution to amend these Articles even if not expressly stated as such in the resolution or at the General Meeting.

SHARE CAPITAL

7. Share Capital of the Company and Rights Attached to Shares

- (a) The registered share capital of the Company is NIS ~~Fifteen~~ Twenty Five Million (~~1525,000,000~~) divided into 42.5 Billion (~~42,500,000,000~~) Ordinary Shares with a nominal (par) value of NIS 0.01 per share (sometimes referred to herein as, the "Ordinary Shares" or the "Shares"). The Ordinary Shares shall be pari passu in all respects.
- (b) The Ordinary Shares shall confer upon the holders thereof: (i) an equal right to participate in and vote at the General Meetings of the Company; each of the Shares in the Company shall entitle its holder present at the meeting and participating in the vote (whether in person or by proxy) to one vote for each Share held, provided that all calls due to the Company in respect of any Share or Shares have been paid; (ii) an equal right to participate in the distribution of dividends, whether in cash or in bonus shares, in the distribution of assets, or in any other distribution, pro rata to the nominal amount paid up on the Shares or credited as paid up in respect thereof; (iii) an equal right to participate in the distribution of the surplus assets of the Company in the event of its winding-up pro rata to the nominal amount paid up on the Shares or credited as paid up

APPENDIX C

Executives & Directors Compensation Policy

1. Overview

1.1. Definitions

Company	The Trendlines Group Ltd.
Law	The Israeli Companies Law 5759-1999 and any regulations promulgated under it, as amended from time to time.
Remuneration Committee	A committee appointed in accordance with the Law.
CEO	Chief Executive Officer of the Company.
Office Holder	Director, CEO, Key Management Personnel, and any senior executive directly subordinate to the CEO all as defined in Section 1 of the Law.
Executive	Office Holder, excluding non-executive directors.
Executive Director	Director who is also an executive of the Company.
Key Management Personnel	The CEO and other persons having authority and responsibility for planning, directing and controlling the activities of the Company.
Non-Executive Director	Director who is not an executive of the Company.
Terms of Office and Employment	Terms of office or employment of an Executive or a Director, including the grant of an exculpation, an undertaking to indemnify, indemnification or insurance, Separation Package, and any other benefit, payment or undertaking to provide such payment, granted in light of such office or employment, all as defined in section 1 of the Law.
Total Cash Compensation	The total annual cash compensation of an Executive, which shall include the total amount of: the annual base salary and the annual cash target incentive (i.e., the Target MBO as defined below).
Equity Value	The value of the total annual Equity Based Components, valued using the same methodology utilized in the Company's or a portfolio company financial statements, as applicable.
Controlling Shareholder Under the Israeli Companies Law	A Shareholder with the ability to direct the activities of the Company, other than by virtue of being a director or holding any other position with the Company. A shareholder is presumed to be a Controlling Shareholder if he holds 50.0% or more of the "means of control" in the Company. The term "means of control" is defined under the Israeli Securities Law as voting rights in the Company's general meeting or the right to appoint the Directors of the Company or its general manager. With respect to certain matters, a Controlling Shareholder is deemed to include a shareholder that holds 25.0% or more of the voting rights in a public company if no other shareholder holds more than 50.0% of the voting rights in such company.

1.2. **Global Strategy Guidelines**

- 1.2.1. Our Company creates, develops, and/or invests in medical and agrifood technologies and companies with a view towards building value.
- 1.2.2. Our vision and business strategy of creating and developing companies to improve the human condition is directed towards growth, value creation, sustainability, profitability, and innovation, all with a long-term perspective.
- 1.2.3. We strongly believe that our business success is highly reliant on the excellence of our human resources at all levels. In particular, we believe that the Company's ability to achieve its goals requires us to recruit, motivate and retain high quality and experienced leadership, including directors.
- 1.2.4. Therefore, we believe in creating a comprehensive, customized compensation policy for our Office Holders (the "**Policy**"), which shall enable us to attract and retain highly qualified senior leaders. Moreover, the Policy shall motivate our senior leaders to perform to the full extent of their abilities and to achieve ongoing targeted results in addition to a high level of business performance aligned with our business strategy while ensuring our Office Holders are not incentivized to take excessive risks which may be detrimental to long-term shareholder value.
- 1.2.5. The Policy sets forth our philosophy regarding the Terms of Office and Employment of our Office Holders and is designed to allow us to be responsive to marketplace changes with respect to compensation levels and pay practices.
- 1.2.6. The Policy is tailored to ensure compensation which balances performance targets and time horizons through rewarding business results, long-term performance, and strategic decisions.
- 1.2.7. The policy provides our Remuneration Committee and our Board of Directors with adequate measures and the flexibility to tailor each of our Executive's compensation packages, based among other factors on responsibilities, geography, business tasks, role, seniority, and skills.
- 1.2.8. The Policy shall provide the Board of Directors with guidelines as to exercising its discretion under the Company's equity plans.
- 1.2.9. The Policy is guided by the principles set forth by the Law and takes into consideration the provisions of the Singapore Code of corporate Governance 2018, as amended from time to time.

1.3. **Principles of the Policy**

- 1.3.1. The Policy shall guide the Company's management, Remuneration Committee, and Board of Directors with regard to Office Holders' compensation.
- 1.3.2. The CEO is entitled to make changes to the compensation terms of Office Holders who are executives directly subordinate to him, provided however, that such changes are not material and within the boundaries set forth in this Compensation Policy. For the purposes of this Section 1.3.2, a change will be deemed to be non-material with respect to a certain calendar year if it does not exceed 10% of the aggregate value of the Total Cash Compensation and Equity Value for such calendar year. If an Office

Holder is either a Controlling Shareholder or a relative of a Controlling Shareholder under the Israeli Companies Law, additional approvals may be required by law.

- 1.3.3. The Policy shall be reviewed from time to time by the Remuneration Committee and the Board of Directors, to ensure its compliance with applicable laws and regulations as well as market practices, and its conformity with the Company's targets and strategy. As part of this review, the Board of Directors will analyze the appropriateness of the Policy in advancing achievement of its goals, considering the implementation of the Policy by the Company during previous years.
- 1.3.4. Any proposed amendment to the Policy shall be brought up for the approval of the Shareholders of the Company and the Policy as a whole shall be re-approved by the Shareholders of the Company as required by Law.
- 1.3.5. Our Policy shall be global, but its implementation shall be aligned with local practices and legal requirements and with our intention to treat our Executives fairly and consistently on a global basis.
- 1.3.6. The approval procedures of Terms of Office and Employment as well as back-up data shall be documented in detail and such documentation shall be kept in the Company's offices for at least seven years following approval.
- 1.3.7. The compensation of each Office Holder shall be taxed and subject to mandatory or customary deductions and withholdings, in accordance with the applicable local laws.

1.4. **Remuneration Committee Independence**

Our Remuneration Committee will be comprised of at least three members of our Board of Directors. Each member of our Remuneration Committee must meet any required independence requirements established under applicable law.

2. Executive Compensation

- 2.1. When examining and approving Terms of Office and Employment, the Remuneration Committee and Board members shall review the following factors and shall include them in their considerations and reasoning:
 - 2.1.1. Executive's education, skills, expertise, professional experience and specific achievements.
 - 2.1.2. Executive's role, scope of responsibilities, and location.
 - 2.1.3. Executive's previous compensation.
 - 2.1.4. The Company's performance and general market conditions.
 - 2.1.5. The ratio between the cost of an Executive's compensation, including all components of the Executive's Terms of Office and Employment, and the cost of salary of the Company's employees in particular with regard to the average and median ratios, and the effect of such ratio on work relations inside the Company as defined by the Law.
 - 2.1.6. Comparative information, as applicable, as to former Executives in the same

position or similar positions, as to other positions with similar scopes of responsibilities inside the Company, and as to Executives in peer companies globally spread. The peer group shall include not less than 8 companies similar, to the extent possible, in parameters that include, among others, total revenues, market cap, industry and number of employees. The comparative information, as applicable, shall address the base salary, target cash incentives and equity and may rely also on comparative information provided by external compensation consultants.

2.2. The compensation of each Executive shall be composed of some or all of the following components:

2.2.1. Fixed components, which shall include, among others: base salary and benefits;

2.2.2. Variable components, which may include: cash incentives and equity based compensation;

2.2.3. A separation package;

2.2.4. Directors & Officers (D&O) Insurance, exculpation, indemnification; and

2.2.5. Other components, which may include among others: change in control payment, special bonus, signing or retention bonus, exit bonus, relocation benefits, study opportunities, leave of absence, etc.

2.3. The plan for Executives' compensation mix shall be comprised of some or all, of the following components:

Compensation Component	Purpose	Compensation Objective Achieved
Annual base salary	Provide annual cash income based on the level of responsibility, individual qualities, past performance inside the Company, and past experience inside and outside the Company.	<ul style="list-style-type: none"> • Individual role, scope and capability based compensation; and • Market competitiveness.
Performance-based cash incentive compensation	Motivate and incentivize the individual towards reaching Company, unit and individual's periodical and long-term goals and targets.	<ul style="list-style-type: none"> • Reward periodical accomplishments; • Align Executive's objectives with Company, unit and individual's objectives; and • Market competitiveness.
Long-term equity-based Compensation	Align the interests of the individual with the Shareholders of the Company, by creating a correlation between the Company's success and the value of the individual's holdings or by creating a correlation between a portfolio company success and the value of the individual's holdings, as applicable; such that as a derivative, there shall be an alignment also to the Company's success.	<ul style="list-style-type: none"> • Company performance based compensation; • Reward long-term objectives; • Align individual's objectives with shareholders' objectives; and • Market Competitiveness.

2.4. The compensation package shall be reviewed with respect to each Executive once a year, or as may be required from time to time.

2.5. **Fixed Compensation**

2.5.1. Base Salary:

- 2.5.1.1. Our Remuneration Committee and Board of Directors shall determine, from time to time, the target percentile, and/or range of percentiles, that our Executives' base salary shall meet, with respect to peer group companies as aforesaid.
- 2.5.1.2. The base salary is intended to provide annual cash income based on the level of responsibility, individual qualities, past performance inside the Company, and past experience inside and outside the Company.
- 2.5.1.3. The monthly base salary for each Executive shall be determined by our Remuneration Committee and Board of Directors in accordance with the aforementioned parameters and subject to the following aggregate limits:

Position	Maximum Base Salary (in US\$)
CEO	42,000
Executive Director	42,000
Other Office Holder	32,000

For this table, the term “base salary” only includes the gross monthly salary. All other components are excluded, including any variable or accompanying salary components (if applicable); for example, various bonuses, company car usage or allowance, company telephone usage or allowance, reimbursement of expenses, etc., social security rights, and accompanying salary benefits (including Company contributions towards, officers’ insurance policies, pension funds, study funds, vacation days, convalescence pay, sick days, etc.).

2.5.2. Benefits

- 2.5.2.1. Benefits granted to Executives shall include any mandatory benefit under applicable law, as well as:
 - Pension plan/ Executive insurance as customary in each territory.
 - Additional benefits may be offered as part of the general employee benefits package ((Private medical insurance disability and life insurance, transportation (including Company car and reimbursement of all related expenses or, alternatively, reimbursement of expenses for a private vehicle, which shall not exceed the cost of the Company vehicle and all related costs), communication & media, professional insurance and annual membership fees, loss of working capacity insurance, Israeli education fund, mandatory allocations such as recuperation pay (Dmei Havra'a), etc.)) all in accordance with the local practice of the Company.

Executives who serve outside of Israel may be entitled to benefits in accordance with customs and practices applicable in such country of service for Executives of similar rank.

- 2.5.2.2. An Executive will be entitled to sick days and special vacation days (such as recreation days), as required under local standards and practices.
- 2.5.2.3. An Executive will be entitled to vacation days (or redemption thereof), in correlation with the Executive's seniority and position in the Company (generally up to 30 days annually), subject to the minimum vacation days requirements per country of employment as well as the local national holidays.
- 2.5.2.4. Additional benefits not enumerated above, with an aggregate value that shall not exceed 10% of an Executive's annual base salary (such limitation upon the additional benefits not relating to any relocation).

2.6. **Variable Components**

- 2.6.1. When determining the variable components as part of an Executive's compensation package, the contribution of the Executive to the achievement of the Company's goals, revenues, profitability and other key performance indicators ("**KPIs**") shall be considered, taking into account, among others, the Company's long-term perspective and the Executive's position.
- 2.6.2. Variable compensation components shall be comprised of cash components which shall be mostly based on measurable criteria and on equity components, all taking into consideration a long-term perspective.
- 2.6.3. Our Board of Directors shall be authorized to reduce or cancel any cash incentive under circumstances which the Board of Directors deems, at its absolute discretion, to be exceptional.

2.7. **Cash Incentives**

2.7.1. **Management by Objectives ("MBO") Plan**

- 2.7.1.1. MBOs are incentive cash payments to the Executives that vary and may be based on the Company's and unit's performance and on such Executive's individual performance and contribution to the Company.
- 2.7.1.2. For each calendar year, our Remuneration Committee and Board of Directors shall adopt an MBO plan, which will set forth, for each Executive, objectives, a corresponding target MBO payment (which shall be referred to as the "**Target MBO**"), and the rules or formula for calculation of the MBO payment once actual achievement of the objectives is known. If an Office Holder is either a Controlling Shareholder or a relative of a Controlling Shareholder under the Israeli Companies Law, additional approvals may be required by law.
- 2.7.1.3. The Remuneration Committee and Board of Directors may include in the MBO plan predetermined thresholds, caps, multipliers, accelerators and decelerators to correlate an Executive's MBO payments with actual

achievements.

2.7.1.4. The MBO Target of each Executive shall be calculated as a percentage of such Executive's annual base salary, which shall not exceed 6 months base salary for each Executive.

2.7.1.5. The annual MBO payment for each Executive in a given year shall be capped as determined by our Board of Directors, but in no event shall exceed the lower of (i) 150% of such Executive's Target MBO, or (ii) the sums in the following chart:

Position	Maximum Annual MBO Bonus
CEO	A multiple of six (6) on the monthly base salary of such position.
Executive Director	A multiple of six (6) on the monthly base salary of such position.
Other Office Holder	A multiple of five (5) on the monthly base salary of such position.

2.7.1.6. At least 50% of the objectives shall be measurable. Such objectives may include, among others, one or more of the following, with respect to the Executive:

- Company's / unit's Revenues;
- Company's / unit's Operating Income;
- Pre-tax profits above previous fiscal year;
- Fundraising goals;
- Budget coherence and cost savings;
- KPIs;
- EPS;
- The achievement of predefined targets;
- KPIs relating to portfolio companies;
- Admission of new portfolio companies; and
- Joint ventures and other strategic partnerships

With respect to our CEO – only a non-substantial portion of up to 20% of the objectives or up to 3 monthly base salaries may be based on non-measurable criteria.

Such non-measurable criteria may be determined with respect to each Executive other than the CEO and Executive Directors – by our CEO with the approval of our Remuneration Committee and our Board of Directors, and with respect to our CEO and Executive Directors – by our

Remuneration Committee and our Board of Directors without the presence of the CEO or Executive Director. If an Office Holder is either a Controlling Shareholder or a relative of a Controlling Shareholder under the Israeli Companies Law, additional approvals may be required by law.

- 2.7.1.7. The objectives, as well as their weight, shall be determined in accordance with the Executive's position, the Executive's individual roles, and the Company's and unit's long-term and short-term objectives. The measurable objectives for a CEO shall include one or more financial objectives, constituting at least 50% of the measurable objectives.
- 2.7.1.8. In the event that the Company's targets are amended by the Board of Directors during a particular year, the Board of Directors shall have the authorization to determine whether, and in which manner, such amendment shall apply to the MBO plan.
- 2.7.1.9. The Board of Directors shall annually determine a threshold with respect to the Company's objective targets under which no MBO payments shall be distributed.
- 2.7.1.10. Adjustment to Company and/or unit and or Executives' objective targets may be made, when applicable, following major acquisitions, divestiture, organizational changes, material change in the business environment, or for other reasons.
- 2.7.1.11. In the event that with respect to a certain year, the Board deems that it is required under the circumstances to do so, the Board may decide not to make any MBO payments or to reduce the MBO payments, even if the MBO targets were achieved.

2.7.2. **Exit Event Bonus**

Our Remuneration Committee and Board of Directors shall be authorized, in addition to any annual MBO payment, to grant, in connection with an Exit Event, a cash payment to all of our Executives together, of: (1) up to 5% of the proceeds actually received by the Company as a result of each individual Exit Event if such proceeds are up to US\$7,000,000; and (2) up to 7.5% of the proceeds actually received as a result of each Exit Event for any amount above US\$7,000,000 (the "**Exit Bonus Pool**"), provided that such payment shall not exceed, with respect to each individual Executive, the lower of: (i) 1.8% of the **Exit Bonus Pool**; or (ii) 100% of such Executive's annual base salary. In the event that any of the proceeds payable to the Company as a result of an Exit Event consist of contingent payments, installments, earn outs, royalties, or proceeds placed in escrow, such proceeds shall also be included for the purpose of determining the entitlement for the Exit Event bonus, provided that such amounts shall only entitle a bonus thereon upon such amounts being actually received by the Company. If an Office Holder is either a Controlling Shareholder or a relative of a Controlling Shareholder under the Israeli Companies Law, additional approvals may be required by law.

"Exit Event" – means (1) with respect to a portfolio company- the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events: (i) a sale or other conveyance of all or substantially all of the assets of the portfolio company (including the grant of an exclusive license covering all or substantially all of the intellectual property rights of the portfolio company not in the ordinary course of business); (ii) a sale or other disposition of at least fifty percent (50%) of the outstanding securities of the portfolio company; (iii) a merger, consolidation or similar transaction following which the portfolio company is not the surviving corporation; (2) with respect to the Company- a sale of portfolio company shares held by the Company to a third party purchaser (i.e., secondary sale) or the sale of portfolio company shares following or in conjunction with an IPO by the portfolio company.

In the event that an Executive has been granted equity-based compensation from an applicable portfolio company (including options, shares, RSUs, or similar convertible securities/instruments), the Executive shall only be entitled to receive an Exit Event Bonus up to the cap set forth above, reduced by the total value of any consideration received by the Executive from the sale of securities related to the same Exit Event, or in the event of an IPO by the portfolio company, reduced by the total value of the securities related to the Exit Event at the time of the Company's Exit Event.

2.8. **Equity Based Compensation**

2.8.1. The Company shall grant its Executives, from time to time, equity based compensation, which shall consist of options to purchase shares of the Company, restricted share units ("RSUs"), restricted shares or other share-based awards (each, an "Equity Based Component" and collectively, the "Equity Based Components"), under any existing or future equity plan (as may be adopted by the Company), and subject to any applicable law. In addition, the Executives may be entitled (subject to receiving all necessary Company's approvals) to an equity-based compensation, which will consist of options, RSUs or other convertible security to purchase securities of an applicable portfolio company, to be granted by the portfolio companies, for services rendered by such Executive on behalf of the Company to the applicable portfolio company. The Company believes that it is not in its best interest to limit the exercise value of Equity Based Components.

Without limiting the generality of the foregoing, Equity Based Components may include RSUs that are subject solely to time-based vesting and/or RSUs (or similar awards) that are subject to vesting based on a combination of time-based and performance-based criteria, in each case as shall be determined by the Remuneration Committee and the Board of Directors and as set forth in the applicable award agreement and equity plan.

The Remuneration Committee and the Board of Directors may determine, from time to time, a balance or mix among types of Equity Based Components (including, without limitation, options and RSUs), taking into account the intended incentive

structure, retention objectives, alignment with long-term shareholder value creation and the interests of the Shareholders, including the effect of such grants on dilution.

- 2.8.2. Equity Based Components provide incentives in a long-term perspective and shall be granted under the most recent equity plan of the Company that defines the terms of these grants to all of the Company's employees or in accordance with the portfolio company's equity plan/policy, as the case may be. Our ~~equity~~ Equity based ~~Based components~~ Components shall be in accordance with and subject to the terms of our existing or future equity plan and shall vest gradually in installments, throughout a period which shall not be shorter than 3 years with at least a 1 year cliff. An equity-based component granted to an Executive for services rendered to a portfolio company shall be in accordance with and subject to the terms of the portfolio company's existing or future equity plan or policy, provided that the vesting period shall be no shorter than 3 years, except in special cases where a shorter vesting period of no less than two years is determined by the Board.
- 2.8.3. In determining the Equity Based Components granted to each Executive, our Remuneration Committee and our Board shall consider the factors specified in section 2.2 hereinabove, and in any event its Equity Value at the time of grant shall not exceed: (i) with respect to each of the CEO – 150% of each of their annual base salaries; and (ii) with respect to each of the other Executives – 100% of each such Executive's annual base salary.
- 2.8.4. In the event of a Merger Transaction (as such terms are defined in the Company's most recent equity plan, currently The Trendlines Group Ltd. ~~2015~~ Global Share ~~Option-Incentive~~ Plan (the "~~Option-Incentive~~ Equity Plan")), unvested equity-based compensation may be accelerated as determined by the Board of Directors. With respect to equity-based compensation in a portfolio company, the Executive may be entitled to acceleration of vesting upon certain performance events including a merger transaction, deemed liquidation event, or similar occurrence, as such terms are defined in the governing documents of the portfolio company.
- 2.8.5. With respect to options exercisable to ordinary shares of the Company:
- 2.8.5.1. The Exercise Price for each Office Holder, unless determined otherwise by the Board of Directors, shall be the "Fair Market Value" meaning that as long as the Company's shares are listed on the SGX-ST, a price equal to the average of the last traded prices for the Company shares on the SGX-ST over the thirty consecutive trading days immediately preceding such options grant date.
- 2.8.5.2. Vesting Period: Unless determined otherwise by the Board of Directors, the options will vest over a period of at least 3 years.
- 2.8.5.3. Expiration Period: Unless determined otherwise by the Board of Directors, each option shall be exercisable from the date upon which it becomes vested until the lapse of ten (10) years from the option grant date.

2.9. **Separation Package**

- 2.9.1. Executives may be entitled to an advance notice period in accordance with existing agreements and in the absence of provisions in the agreements, as determined by

the law. In any event, the advance notice period shall not exceed 6 months; during said notice period, Executives may be required to continue to fulfill their duties, unless the Company decides to release them from this obligation.

- 2.9.2. The following criteria shall be taken into consideration by our Remuneration Committee and our Board of Directors when determining an Executive's Separation Package: the duration of employment of the Executive, the terms of employment, the Company's performance during such term, the Executive's contribution to achieving the Company's goals and revenues and the circumstances of the separation.
- 2.9.3. Other than payments required under any applicable law, local practices, vesting of outstanding options, transfer or release of pension funds, managers' insurance policies, etc. – the maximum Separation Package of each Executive shall not exceed the value of 100% of his annual Total Cash Compensation. Separation Package shall include any payment and/or benefit paid to an Executive in connection with such Executive's separation, as defined in Section 1 of the Law.

2.10. **Others**

- 2.10.1. **Relocation** – additional compensation per local practices and law may be granted to an Executive under relocation circumstances. Such benefits may include reimbursement for out of pocket one-time payments and other ongoing expenses, such as housing allowance home leave visit, etc., in accordance with the Company's relocation practices, approved by the Remuneration Committee and Board of Directors.
- 2.10.2. **Leave of absence** – an Executive shall be treated in accordance with pay practices in the relevant country, which may also have an effect on base salary and MBO payments, and vesting of equity in accordance with the Company's Equity plans.
- 2.10.3. Our Remuneration Committee and our Board of Directors may approve, from time to time, with respect to any Executive, if they deem appropriate under special circumstances, or in case of a special contribution to, or achievement for the Company, including in cases of retention or attraction of an Executive, M&A events, major financing events and other major company achievements, the grant of a onetime cash or equity incentive, of up to 50% of the Executive's annual base salary.

2.11. **Clawback Policy**

- 2.11.1. In the event of a restatement of the Company's financial results, we shall seek from our Office Holders reimbursement of any payment made due to erroneous restated data, with regards to each Office Holder's Terms of Office and Employment that would not otherwise have been paid or in exceptional circumstances of misconduct resulting in financial loss to the Company. The reimbursement shall be limited to such payments made during the 3-year period preceding the date of restatement. The above shall not apply in case of restatements that reflect the adoption of new accounting standards, transactions that require retroactive restatement (e.g., discontinued operations), reclassifications of prior

year financial information to conform with the current year presentation, or discretionary accounting changes.

- 2.11.2. Our Remuneration Committee and Board of Directors shall be authorized not to seek recovery to the extent that (i) to do so would be unreasonable or impracticable or; (ii) there is low likelihood of success under governing law versus the cost and effort involved;

3. Director Remuneration:

- 3.1. Executive Directors shall not be entitled to any remuneration with respect to their service as directors of the Company, and shall only be entitled to the compensation provided to them in their capacity as Executives.
- 3.2. The compensation of our external directors shall be determined, approved and capped in accordance with the Law.
- 3.3. The compensation of our non-executive directors who are not external directors with respect to their service as directors of the Company and/or its private subsidiary(ies), shall be approved by the Compensation Committee, the Board and if required by Law, by our shareholders.
- 3.4. In setting the compensation of our external directors and non-executive directors, the Remuneration Committee shall consider, among others, parameters it deems necessary in order to attract and retain highly skilled and experienced Directors.
- 3.5. Any equity based compensation that may be granted to our external directors and our non-executive directors shall be granted under the existing or future equity plan of the Company. The Equity Value of the equity based compensation granted to each of our external directors and non-executive directors shall not exceed US\$75,000.
- 3.6. The Company may repay Director's reasonable travel, hotel and other expenses expended by them in attending board meetings and performing their functions as directors of the Company.

4. Indemnification, Exculpation and Insurance

- 4.1. The Office Holders shall be entitled to the same directors and officer's indemnification of up to the maximum amount permitted by law, to an exculpation, in accordance with the terms and conditions approved by the Company, and to directors and officers liability insurance as shall be approved by the Remuneration Committee, Board of Directors and our shareholders, all in accordance with any applicable law and the Company's articles of association.
- 4.2. We shall be authorized to provide our directors and officers with liability insurance policies with an aggregate coverage of up to \$50,000,000, plus 20% additional coverage for claims-related costs. Our liability insurance policies may include coverage extensions with respect to the implementation of ADR (American Depository Receipts) plans and/or issuances of shares or ADRs or other securities to be traded at the SGXNET or at any other securities

exchange. The policy premium and the deductible will be in accordance with the applicable market conditions at the time the insurance policy is drawn up. The Company will be assisted by its external insurance consultants to identify and establish such market conditions.

- 4.3. The policy shall cover the directors and officers liability with respect to claims filed in Israel and abroad, in accordance with international law and jurisdictions. The policy shall also cover civil actions against the Company (in distinction from only covering claims against the directors and officers themselves) with respect to the purchase or sale of the Company's securities traded at the SGXNET, any other securities exchange, and/or at the OTC markets (Entity Coverage). The terms of the policy shall be identical with respect to all directors and officers.
- 4.4. Our Remuneration Committee shall be authorized, with respect to a specific material transaction or a series of related transactions, constituting together a material transaction, to the extent such insurance coverage is required in the opinion of our Remuneration Committee in order to provide adequate coverage for our directors and officers with respect to such a transaction – to purchase coverage in amounts of up to 3 times the then existing limit of coverage, without additional shareholders' approval, if and to the extent permitted under the Law. The premium and the deductible will be in accordance with applicable market conditions at the time the insurance policy is drawn up. The Company will be assisted by its external insurance consultants to identify and establish such market conditions.

5. General

- 5.1. The Remuneration Committee and our Board of Directors shall be authorized to approve a deviation of up to 15% from any limits, caps or standards detailed in this Policy, and such deviation shall be deemed to be in alignment with this policy.
- 5.2. This Policy is set as guidance for the Company's relevant organs with respect to matters involving the compensation of its Office Holders, and is not intended to, and shall not, confer upon any of the Office Holders, any rights with respect to the Company.

APPENDIX D

THE TRENDLINES GROUP LTD.
GLOBAL SHARE INCENTIVE PLAN
(formerly- 2015 GLOBAL SHARE OPTION PLAN)

1. Definitions

As used herein capitalized terms shall have the meanings set forth in Annex A hereto, unless the context clearly indicates to the contrary.

2. The Plan

2.1 Purpose

The purpose and intent of the Plan is to advance the interests of the Company by affording to selected employees and directors of the Company or Affiliated Companies, who have contributed or will contribute to the growth and performance of the Company or its Affiliated Companies, and who satisfy the eligibility criteria as set out in Section 4 below, an opportunity to acquire a proprietary interest in the Company or to increase their proprietary interest therein, as applicable, by the grant in their favor, of Options, Restricted Share Units and Performance Based Awards (collectively, "**Awards**"), thus providing such Grantee an additional incentive to remain or retain employed or engaged by the Company or Affiliated Company, as the case may be, and encouraging such Grantee's sense of proprietorship and stimulating his or her active interest in the success of the Company and the Affiliated Company by which such Grantee is employed or engaged.

2.2 Effective Date and Term

The Plan shall become effective as of the day it was adopted by the Board, and shall continue in effect until the earlier of: (a) its termination by the Board; or (b) the lapse of ten (10) years from the date the Plan is adopted by the Board. The termination, discontinuance or expiry of the Plan shall be without prejudice to the rights accrued to Awards which have been granted and accepted in accordance with the rules of the Plan, whether such Awards have been exercised (whether fully or partially) or not.

3. Administration

3.1 This Plan and any Sub-Plans shall be administered by the Board or a Committee appointed by the Board, in its absolute discretion subject to any applicable limitations imposed by the Companies Law, and/or by any other applicable Law. The Committee shall have all of the powers of the Board granted herein (in which event of such limitations, such Committee may make recommendations to the Board). Subject to the above, the term "Committee" whenever used herein, shall mean the Board or the Committee, as applicable.

3.2 Unless specifically required otherwise under applicable Mandatory Law (including, for the avoidance of doubt, the Listing Manual) and subject to Section 3.4 below, the Committee shall have sole and full discretion and authority, without the need to submit its determinations or actions to the shareholders of the Company for their approval or authorization, to administer the Plan and any Sub-Plans and all actions related thereto, including without limitation the performance, at any time and from time to time, of any and all of the following:

3.2.1 the designation of Grantees;

- 3.2.2 the determination of the terms of each grant of Awards (which need not be identical), including without limitation the type of Award, the number of Awards to be granted in favor of each Grantee and (as applicable) the vesting schedule, any restrictions, and the Exercise Price or purchase price (if any) thereof and the documents to be executed by the Grantee;
 - 3.2.3 the determination of the applicable tax regimes to which the Awards will be subject;
 - 3.2.4 the determination of the terms and form of the Award Agreements (which need not be identical), whether a general form or a specific form with respect to a certain Grantee;
 - 3.2.5 any other action and/or determination deemed by the Committee to be required or advisable for the administration of the Plan and/or any Sub-Plan or Award Agreement;
 - 3.2.6 the determination of the Fair Market Value of the Shares, and the mechanism of such determination;
 - 3.2.7 the interpretation of the Plan, any Sub-Plans, and the Award Agreements; and
 - 3.2.8 the adoption of Sub-Plans, including without limitation the determination, if the Committee sees fit to so determine, that to the extent any terms of such Sub-Plan are inconsistent with the terms of this Plan, the terms of such Sub-Plan shall prevail.
- 3.3 A Director who is a member of the Committee shall not be involved in its deliberation with respect to Awards to be granted to him.
- 3.4 Unless specifically required otherwise under applicable Mandatory Law (including, for the avoidance of doubt, the Listing Manual), the Committee may, without shareholder approval, amend, modify (including by adding new terms and rules), and/or cancel or terminate this Plan, any Sub-Plans, and any Awards granted under this Plan or any Sub-Plans, any of their terms, and/or any rules, guidelines or policies relating thereto. Notwithstanding the foregoing: (a) any modification or alteration which, in the opinion of the Committee, shall adversely alter or modify the rights attached to any Award granted prior to such modification or alteration may only be made with the consent in writing of such number of Grantees who, if they exercised their Options in full (to the extent applicable) and/or received all Shares underlying their Awards in full (to the extent applicable), would thereby become entitled to not less than three quarters (3/4) of the total number of Shares granted upon exercise in full and/or settlement in full of all outstanding Awards; (b) any modification or alteration which would be to the advantage of Grantees under the Plan shall be subject to the prior approval of the Shareholders in general meeting; (c) no modification or alteration shall be made without the prior approval of the Sponsor or (if required) any other stock exchange on which the Shares are quoted; and (d) any material amendments to the Plan or any Sub-Plans (but not the exercise of discretion under the Plan or any Sub-Plans) shall be subject to shareholder approval to the extent so required by applicable Mandatory Law (including, for the avoidance of doubt, the Listing Manual).

For the purpose of this Section 3.4, the opinion of the Committee as to whether any modification or alteration adversely alter or modify the rights attaching to any Award shall be final and conclusive.

It shall be clarified that a written notice of any modification or alteration made in accordance with this Section 3.4 shall be given to all Grantees.

- 3.5 The termination or cancelation of this Plan and/or any applicable Sub-Plan will not affect the ability of the Committee to exercise its powers with respect to any then outstanding Awards granted prior to the date of such termination.

4. Eligibility

- 4.1. The persons eligible for participation in the Plan as Grantees include employees and directors (including executive, non-executive and independent directors) of the Company or any Affiliated Company (including persons who are responsible for or contribute to the management, growth or profitability of, or who provide substantial services to, the Company or any Affiliated Company). The Committee, in its sole discretion shall select from time to time the individuals, from among the persons eligible to participate in the Plan, who shall receive Awards. In determining the persons in favour of whom Awards are to be granted, the number and type of Awards to be granted thereto and the terms of such grants, the Committee may take into account the nature of the services rendered by such person, his/her present and future potential contribution to the Company or to the Affiliated Company by which he/she is employed or engaged, and such other factors as the Committee in its discretion shall deem relevant.
- 4.2. Notwithstanding anything to the contrary, Controlling Shareholders and their Associates who meet the eligibility criteria in Section 4.1 above shall be eligible to participate in the Plan, provided that (a) the participation of; and (b) the terms of any Awards to be granted and the actual number of Awards (and underlying Shares) to be granted under the Plan, to a Grantee who is a Controlling Shareholders or an Associate of a Controlling Shareholder, shall be approved by the independent Shareholders in separate resolutions for each such person. The Company will at such time provide the rational and justification for any proposal to grant the Controlling Shareholder or his Associate any Awards (including, to the extent applicable, the rationale for any discount to the market price, up to a maximum of 20%, if so proposed). Such Controlling Shareholder and his Associate shall abstain from voting on the resolution in relation to their participation in this Plan and the grant of Awards to them.
- 4.3. Shareholders who are eligible to participate in the Plan shall abstain from voting on any resolution relating to the Plan (other than a resolution relating to the participation of, or grant of Awards to, directors and employees of the Company's parent company and its subsidiaries if applicable) including the following resolutions where applicable: (a) implementation of the Plan; (b) discount quantum; and (c) participation by and Award grant to Controlling Shareholders and their Associates. The Company's parent company (and its associates) and directors and employees of the Company's parent company (and its subsidiaries), who are also Shareholders and are eligible to participate in the Plan, must abstain from voting on any resolution relating to the participation of, or the grant of Awards to, directors and employees of the Company's parent company and its subsidiaries.
- 4.4. Subject to any requirements of the SGX-ST and unless otherwise is required in order to comply with the provisions of applicable Mandatory Law (including, for the avoidance of

doubt, the Listing Manual), the terms of eligibility for participation in the Plan may be amended from time to time at the absolute discretion of the Committee, which would be exercised judiciously.

5. Award Pool and Maximum Entitlement

The Company shall at all times until the expiration or termination of this Plan keep reserved a sufficient number of Shares to meet the requirements of this Plan (the “Award Pool”). Any of such Shares which, as of the expiration or termination of this Plan, remain unissued and not subject to outstanding Awards, shall at such time cease to be reserved for the purposes of this Plan. Should any Award for any reason expire or be cancelled prior to its exercise (to the extent applicable), issuance of its underlying Shares or relinquishment in full, such Award may be returned to the Award Pool and may again be granted under this Plan.

Notwithstanding anything to the contrary, the total number of Shares for which the Committee may grant Awards under this Plan at any date, when added to the number of Shares issued and/or issuable in respect of: (a) all Awards already granted under the Plan and Sub-Plan (excluding existing Options granted on or before 10 November 2025 under the Extended 2015 Share Option Plan and Sub-Plan); and (b) all options or awards granted under any other share option scheme or share schemes then in force, shall not exceed 15% of the total issued share capital of the Company (excluding treasury Shares) on the day immediately preceding the Date of Grant of the Awards.

The aggregate number of Shares reserved as Award Pool in respect of all Awards granted under the Plan available to Controlling Shareholders or Associates of the Controlling Shareholders (including adjustments made in accordance with Section 12 below) (excluding existing Options granted on or before 10 November 2025 under the Extended 2015 Share Option Plan and Sub-Plan) shall not exceed 5% of the Shares available under the Plan. The number of Shares reserved as Award Pool in respect of all Awards granted under the Plan available to each Controlling Shareholder or Associate of the Controlling Shareholder (including adjustments made in accordance with Section 12) (excluding existing Options granted on or before 10 November 2025 under the Extended 2015 Share Option Plan and Sub-Plan) shall also not exceed 1% of the Shares available under the Plan.

6. Grant of Awards

- 6.1 The Awards shall be granted for no consideration, unless otherwise determined by the Committee and specified in the applicable Award Agreement.
- 6.2 Each Award granted pursuant to the Plan shall be evidenced by an Award Agreement.
- 6.3 Each Grantee shall be required to execute, in addition to the Award Agreement, any and all other documents required by the Company or any Affiliated Company, whether before or after the grant of the Awards (including without limitation any customary documents and undertakings towards a trustee, if any, and/or the tax authorities). Notwithstanding anything to the contrary in this Plan or in any Sub-Plan, no Award shall be deemed granted unless all documents required by the Company or any Affiliated Company to be signed by the Grantee prior to or upon the grant of such Award, shall have been duly signed and delivered to the Company or such Affiliated Company.

7. Terms of Options

Award agreements between the Company and a Grantee for the grant of Options will be in such form approved by the Board, which may be a general form or a specific form with respect to a certain Grantee.

Unless otherwise determined by the Committee (which determination shall not require shareholder approval, unless so required in order to comply with the provisions of applicable Mandatory Law (including, for the avoidance of doubt, the Listing Manual)) and provided accordingly in the applicable Award Agreement, such Award Agreement shall set forth, by appropriate language, the number of Options granted thereunder and the substance of all of the following provisions:

- 7.1 Exercise Price: The Exercise Price for each Grantee shall be as determined by the Committee and specified in the applicable Award Agreement; provided, however, that: (i) unless otherwise determined by the Committee (which determination shall not require shareholder approval, unless so required in order to comply with the provisions of applicable Mandatory Law (including, for the avoidance of doubt, the Listing Manual)), the Exercise Price shall be the Fair Market Value of the Shares on the Date of Grant; and (ii) where the Exercise Price is set at a discount to the Fair Market Value of the Shares, the maximum discount shall not exceed 20% of the Fair Market Value of the Shares (or such other percentage or amount as may be determined by the Committee and permitted by the Sponsor or (if required) any other stock exchange on which the Shares are quoted. Without derogating from and in addition to the provisions of Section 18 of the Plan, the Exercise Price shall be denominated in the currency of the primary economic environment of, at the Company’s discretion, either the Company or the Grantee (that is the functional currency of the Company or the currency in which the Grantee is paid).
- 7.2 Vesting: Unless otherwise determined by the Committee with respect to any specific Grantee and/or to any specific grant (which determination shall not require shareholder approval unless so required in order to comply with the provisions of applicable Mandatory Law (including, for the avoidance of doubt, the Listing Manual)) and provided accordingly in the applicable Award Agreement, the Options shall vest (become exercisable) according to the following three year vesting schedule as detailed below:

- (i) For Options granted with the Exercise Price set at a Fair Market Value (“**Option Not Granted at a Discount**”):

Period of Grantee’s Continuous Service from the Start Date:	Portion of Total Number of Options that becomes Vested and Exercisable
Upon the completion of a full twelve (12) months of continuous Service	34%
Upon the lapse of each full additional one (1) months of the Grantee’s continuous Service thereafter, until all the Options are vested (i.e. 100% of the grant will be vested after 3 years)	2.75%

- (i) Options granted with an Exercise Price set at a discount to the Fair Market Value (“**Option Granted at a Discount**”):

Period of Grantee's Continuous Service from the Start Date:	Portion of Total Number of Options that becomes Vested and Exercisable
Upon the completion of a full twenty-four (24) months of continuous Service	67%
Upon the lapse of each full additional one (1) months of the Grantee's continuous Service thereafter, until all the Options are vested (i.e. 100% of the grant will be vested after 3 years)	2.75%

For the purposes hereof, the “**Start Date**” shall mean the Date of Grant, unless otherwise determined by the Committee (which determination shall not require shareholder approval unless so required in order to comply with the provisions of the Companies Law), and provided accordingly in the applicable Award Agreement.

For the purposes hereof, the term “**Service**” means a Grantee's employment or engagement by the Company or an Affiliated Company. Service shall be deemed terminated upon the effective date of the termination of the employment/engagement relationship. A Grantee's Service shall not be deemed terminated or interrupted solely as a result of a change in the capacity in which the Grantee renders Service to the Company or an Affiliated Company (i.e., as an employee, officer, director, consultant, etc.); nor shall it be deemed terminated or interrupted due solely to a change in the identity of the specific entity (out of the Company and its Affiliated Companies) to which the Grantee renders such Service, provided that there is no actual interruption or termination of the continuous provision by the Grantee of such Service to any of the Company and its Affiliated Companies. Furthermore, a Grantee's Service with the Company or Affiliated Company shall not be deemed terminated or interrupted as a result of any military leave, sick leave, or other bona fide leave of absence taken by the Grantee and approved by the Company or such Affiliated Company by which the Grantee is employed or engaged, as applicable; provided, however, that if any such leave exceeds ninety (90) days, then on the ninety-first (91st) day of such leave the Grantee's Service shall be deemed to have terminated unless the Grantee's right to return to Service with the Company or such Affiliated Company is secured by statute or contract. Notwithstanding the foregoing, unless otherwise designated by the Company or Affiliated Company, as the case may be, or required by Law, time spent in a leave of absence shall not be treated as time spent providing Service for the purposes of calculating accrued vesting rights under the vesting schedule of the Awards. Without derogating from the aforesaid, the Service of a Grantee to an Affiliated Company shall also be deemed terminated in the event that such Affiliated Company for which the Grantee performs Service ceases to fall within the definition of an “Affiliated Company” under this Plan, effective as of the date said Affiliated Company ceases to be such. In all other cases in which any doubt may arise regarding the termination of a Grantee's Service or the effective date of such termination, or the implications of absence from Service on vesting, the Board, in its discretion, shall determine whether the Grantee's Service has terminated and the effective date of such termination and the implications, if any, on vesting.

The Committee shall be entitled, but not obliged, at its sole discretion, to accelerate, in whole or in part, the vesting schedule of any Option, including, without limitation, in connection with a Merger Transaction (as this terms is defined in Section 7.4.2 below).

7.3 Expiration Date: Unless expired earlier pursuant to either Section 7.4 or Section 9 below, unexercised Options shall expire and terminate and become null and void upon the lapse of ten (10) years from the Date of Grant (the “**Expiration Date**”).

7.4 Exercise Period:

7.4.1 Each Option shall be exercisable from the date upon which it becomes vested until the Expiration Date of such Option (the “**Exercise Period**”).

7.4.2 Notwithstanding anything to the contrary contained in this Plan, in the event of a merger of the Company with or into another corporation which the Company is not the surviving entity, or the sale of all or substantially all the assets or the shares of the Company other than to a wholly-owned subsidiary of the Parent Company or other than in the framework of a corporate re organization (such merger or sale: a “**Merger Transaction**”), the surviving or the acquiring entity, as the case may be, or its respective parent company or subsidiary (the “**Successor Entity**”) may either assume the Company’s rights and obligations under outstanding Options or substitute the outstanding Options, as follows:

- (a) For purposes of this Section 7.4.2, the outstanding Options shall be deemed assumed or substituted by the Successor Entity if, following the consummation of the Merger Transaction, the outstanding Options confer the right to receive, for each share underlying any outstanding Option immediately prior to the consummation of the Merger Transaction, the same consideration (whether shares, cash or other securities or property) to which an existing holder of a Share on the effective date of consummation of the Merger Transaction was entitled; provided, however, that if the consideration to which such existing holder is entitled comprises consideration other than or in addition to securities of the Successor Entity, then the Committee may determine, with the consent of the Successor Entity, that the consideration to be received by the Grantees for their outstanding Options will comprise solely securities of the Successor Entity equal in their market value to the per share consideration received by the holders of Shares in the Merger Transaction.
- (b) In the event that the Successor Entity neither assumes nor substitutes all of the outstanding Options of a Grantee, then such Grantee shall have a period of fifteen (15) days (or if so decided by the Board, such longer period as the Committee may determine in its sole discretion) from the date designated by the Company in a written notice given to the Grantee (such date to be no earlier than the date upon which said notice is delivered to the Grantee) to exercise his or her Vested Options.
- (c) All Options, whether vested or not, which are neither assumed or substituted by the Successor Entity, nor exercised by the end of the said fifteen-day period, shall expire effective as of the date of the consummation of the Merger Transaction, whereupon they shall become null and void and shall no longer entitle the Grantee to any right in or towards the Company or the Successor Entity.

7.5 Exercise Notice and Payment:

Vested Options may be exercised at one time or from time to time during the Exercise Period, by giving a written notice of exercise (the “**Exercise Notice**”) to the Company, at their principal offices, in accordance with the following terms, or such other procedures as

shall be determined from time to time by the Committee and notified in writing to the Grantees:

- (a) The Exercise Notice must be signed by the Grantee and must be delivered to the Company, prior to the termination of the Options, by certified or registered mail - return receipt requested, or by personal delivery, with a copy delivered to the Chief Financial Officer (or such other authorized representative) of the Affiliated Company with which the Grantee is employed or engaged, if applicable.
- (b) The Exercise Notice will specify the number of Vested Options being exercised.
- (c) The Exercise Notice will be accompanied by payment in full of the Exercise Price for the exercised Options and by such other representations and agreements as required by the Company with respect to the Grantee's investment intent regarding the Exercised Shares. Payment will be made by personal check or cashier's check payable to the order of the Company, or at the discretion of the Board, payment of such other lawful consideration as the Committee may determine (such as, by way of example, cashless exercise), provided however, that in case of payment by check, the Options shall not be deemed exercised, and the Company shall not issue the Exercised Shares in respect thereof, until the check shall have been fully and irrevocably honored by the bank on which it was drawn.
- (d) Its being clarified that other methods of exercise may be available for any specific grant provided however such method has been approved by the Committee with respect to a specific Grantee, in advance.

7.6 Conditions of Issuance

No Options shall be deemed exercised nor shall any Share be issued thereunder, until the Company has been provided with confirmation by the applicable tax authorities or is otherwise under a tax arrangement, which either: (a) waives or defers the tax withholding obligation with respect to such exercise and issuance; or (b) confirms receipt of the payment of all the tax due with respect to such exercise; or (c) confirms the conclusion of another arrangement with the Grantee regarding the tax amounts, if any, that are to be withheld by the Company or any Affiliated Company under Law with respect to such exercise, and which arrangement is satisfactory to the Company. If such confirmations/exemptions/arrangements are not available under the tax subjections of the Grantee, the Company shall be entitled to require as a condition of issuance that the Grantee remit an amount sufficient to satisfy all federal, state and other governmental withholding tax requirements related thereto. A determination of the Company's counsel that a withholding tax is required in connection with the exercise of Options shall be conclusive for the purposes of this requirement condition.

Furthermore, notwithstanding any other provision of this Plan, the Company shall have no obligation to issue or deliver Shares under the Plan unless the exercise of the Option and the issuance and delivery of the underlying Shares comply with, and do not result in a breach of, all applicable Laws, to the satisfaction of the Company in its sole discretion, and

have received, if deemed desirable by the Company, the approval of legal counsel for the Company with respect to such compliance. The Company may further require the Grantee to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with applicable Laws.

As a condition to the exercise of an Option, the Company may require, among other things, that: (a) the Grantee represent and warrant at the time of any exercise that the underlying Shares are being purchased only for investment and without any present intention to sell or distribute such Shares, and make such other representations, warranties and covenants as may be reasonably required to comply with applicable Laws; (b) a legend be stamped on the certificates representing such underlying Shares indicating that they may not be pledged, sold or otherwise transferred unless an opinion of legal counsel (acceptable by the Company's counsel) stating that such transfer is not in violation of any applicable Law, is provided; and/or (c) the Grantee execute and deliver to the Company such an agreement as may be in use by the Company setting forth certain terms and conditions applicable to the Shares.

7A. Restricted Share Units

The Committee at its sole and absolute discretion may decide to grant under the Plan Restricted Share Units ("RSUs"). Unless otherwise determined by the Committee and provided accordingly in the applicable Award Agreement, an Award Agreement for the grant of RSUs shall set forth, by appropriate language, the number of RSUs granted thereunder and the substance of all of the following provisions:

- 7A.1 *Purchase Price*. The purchase price for each RSU shall be no more than the underlying Share's nominal value. For the removal of any doubt, the Committee is authorized to determine that the purchase price of an RSU is to be zero.
- 7A.2 *Other terms*. Unless otherwise determined by the Committee with respect to any specific Grantee and/or to any specific grant and provided accordingly in the applicable Award Agreement, all other terms and conditions of the Plan applicable to Options, including without limitation, with respect to vesting, shall apply to RSUs, *mutatis mutandis*, provided, however, that Section 7.2 (Vesting) shall not apply to RSUs, and the vesting schedule for RSUs (including any cliff, if applicable) shall be as set forth in the applicable Award Agreement, provided that that (i) the first vesting installment of any RSU shall occur no earlier than twelve (12) months from the Date of Grant, and (ii) the RSUs shall vest over a period of no less than three (3) years from the Date of Grant.
- 7A.3 Upon vesting of a RSU, the Company shall issue to the Grantee on such vesting date one (1) Share (and/or any other new, substituted or additional securities or other property pursuant to an adjustment described in Section 12) for each RSU then becoming vested against payment by the Grantee of the nominal value of such shares and subject to the withholding of applicable taxes, if any. If permitted by the Committee, the Grantee may elect, consistent with the requirements of any applicable Law, to defer receipt of all or any portion of the Shares or other property otherwise issuable to the Grantee pursuant to this Section, and such deferred issuance date(s) and amount(s) elected by the Grantee shall be set forth in the Award Agreement. Until the grant of RSUs is settled, the number of such RSUs shall be subject to adjustment pursuant to the terms in Section 12 hereto.

- 7A.4 The Company shall not be required to issue fractional shares upon the vesting of the RSUs. If any fractional Share would be deliverable upon vesting, such fraction shall be rounded up one-half or less, or otherwise rounded down, to the nearest whole number.
- 7A.5 Upon the termination of a Grantee's Service, for any reason whatsoever, any RSUs granted in favor of such Grantee which are not Vested RSUs, shall immediately expire and terminate and become null and void.

7B. Performance Based Awards

- 7B.1 Subject to the sole and absolute discretion and determination of the Committee, the Committee may decide to grant Awards under the Plan, the exercise or vesting of which, as applicable, shall be conditional upon the performance of the Company and/or an Affiliated Company and/or a division or other business unit of the Company or of an Affiliated Company and/or upon the performance of the Grantee, over such period and measured against such objective criteria as shall be determined by the Committee and detailed in the Award Agreement (“**Performance Based Award(s)**”). In granting each Performance Based Award, the Committee shall establish in writing the applicable performance period (“**Performance Period**”), performance formula (“**Performance Formula**”) and one or more performance goals (“**Performance Goal(s)**”) (which, in case of 102 Awards, shall comply with the guidelines of the Israeli Tax Authority (“**ITA**”) in this regard) which, when measured at the end of the Performance Period, shall determine on the basis of said Performance Formula the extent to which the Performance Based Award has vested and/or become exercisable (collectively, the “**Performance Conditions**”). It is clarified, that Performance Conditions may be determined for an Award either in addition to, or in substitution for, a Vesting Period.
- 7B.2 After a Performance Based Award has been granted, the Committee may, in appropriate circumstances and subject to any other approval required in order to comply with Mandatory Law (for example, shareholders’ approval), amend any Performance Condition, at its sole and absolute discretion. Without derogating from the above, if the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company or the manner in which the Company or an Affiliated Company conducts its business, or other events or circumstances render a Performance Condition to be unsuitable, the Committee may modify such Performance Condition in whole or in part, as the Committee deems appropriate. If a Grantee is promoted, demoted or transferred to a different business unit or function during a Performance Period, the Committee may determine that the Performance Condition or Performance Period are no longer appropriate and may adjust, change or eliminate the Performance Condition or the applicable Performance Period as it deems appropriate to make such conditions and period comparable to the initial conditions and period.
- 7B.3 *Measurement of Performance Goals.* Performance Goals shall be established by the Committee on the basis of targets to be attained with respect to one or more measures of business or financial performance that shall have the same meanings as used in the Company’s financial statements, or, if such terms are not used in the Company’s financial statements, they shall have the meaning applied pursuant to generally accepted accounting principles, or as used generally in the Company’s industry (“**Performance Measures**”). For purposes of the Plan, the Performance Measures applicable to a Performance Based Award shall be calculated in accordance with generally accepted accounting principles, excluding the effect (whether positive or negative) of any change in accounting standards or any extraordinary, unusual or nonrecurring item, as determined by the Committee, occurring after the establishment of the Performance Goals applicable to the Performance Based Award including by way of example but without limitation the following: (a) asset write-downs or impairment charges; (b) litigation or claim judgments or settlements; (c) the effect of changes in tax laws, accounting principles

or other laws or provisions affecting reported results; (d) accruals for reorganization and restructuring programs; (e) acquisitions or divestitures; and (f) foreign exchange gains and losses. Each such adjustment, if any, shall be made solely for the purpose of providing a consistent basis from period to period for the calculation of Performance Measures in order to prevent the dilution or enlargement of the Grantee's rights with respect to a Performance Based Award. Performance Measures may be one or more of the following, as determined by the Committee: revenue; sales; expenses; operating income; gross margin; operating margin; earnings before any one or more of: share-based compensation expense, interest, taxes, depreciation and amortization; pre-tax profit; net operating income; net income; economic value added; free cash flow; operating cash flow; share price; earnings per share; return on shareholder equity; return on capital; return on assets; return on investment; employee satisfaction; employee retention; balance of cash, cash equivalents and marketable securities; market share; customer satisfaction; product development; research and development expenses; completion of an identified special project; completion of a joint venture or Merger Transaction; market capitalization and any other Performance Goal(s) as determined by the Committee.

7B.4 Term of Performance Based Awards. Unless otherwise determined by the Committee, anything herein to the contrary notwithstanding, and without derogating from the generality of the above, if any Performance Based Awards granted have not been exercised to the extent applicable) and/or vested/settled (to the extent applicable) and the Shares subject thereto not issued (or, if applicable, not paid for) within ten (10) years after the Date of Grant, such Performance Based Awards and the right to acquire such Shares shall terminate, all interests and rights of the Grantee in and to the same shall *ipso facto* expire, and the Shares subject to such Performance Based Awards shall again be available for grant under the Plan, any sub-plans of the Plan, as provided for in Section 5 above.

7B.5 All other terms and conditions of the Plan applicable to Awards, shall apply to Performance Based Awards, *mutatis mutandis*.

8. Transferability

8.1 The Awards are not publicly traded.

8.2 Other than by will or Laws of descent, neither the Awards nor any of the rights in connection therewith shall be assignable, transferable, made subject to attachment, lien or encumbrance of any kind, and the Grantee shall not grant with respect thereto any power of attorney or transfer deed, whether valid immediately or in the future.

8.3 Following the issuance of Shares upon the exercise of Vested Options or, when applicable, upon vesting/settlement of other Awards (including RSUs), the Shares so issued (including the Exercised Shares) shall be transferable; provided, however, that such Shares may be subject to applicable securities regulations, a right of first refusal, one or more repurchase options, market stand-off provisions, lock up periods and such other conditions and restrictions as may be included in the Company's Articles, any shareholders' agreement to which the holders of Shares are bound, the Plan, any applicable Sub-Plan, the applicable Award Agreement, and/or any conditions and restrictions included in the Company's Securities Law Compliance Manual/Insider Trade Policy, or similar document, if any, all as determined by the Committee in its discretion, provided however, that for as long as the Company is not publicly traded, a Grantee shall not transfer any Shares so issued, prior to the lapse of twelve (12) months and one day from the date on which s/he exercised the Options or, when applicable, received such Shares upon vesting/settlement of such other Awards. The Company shall have the right to assign at any time any repurchase right or right of first refusal it may have, whether or not

such right is then exercisable, to one or more persons as may be selected by the Company. Upon request by the Company, the Grantee shall execute any agreement or document evidencing such transfer restrictions prior to the receipt of Shares hereunder, and shall promptly present to the Company any and all certificates representing such Shares for the placement on such certificates of appropriate legends evidencing any such transfer restrictions.

The Grantee may transfer or sell only Shares issued upon exercise, vesting or settlement of Awards (including Exercised Shares), or any part thereof, to any third party, provided that all of the following conditions have been met prior to such transfer: (a) the transfer is made in accordance with and subject to the provisions of the Company's Articles (including, without limitation, any rights of first refusal provided therein, if any); and (b) the transferee confirmed in writing its acceptance of the terms and conditions of the Plan, any applicable Sub-Plan and the applicable Award Agreement with respect to the Shares being transferred, instead of the Grantee, to the satisfaction of the Committee (including the execution of the proxy referred to in Section 10.2 below); and (c) actual payment of all taxes required to be paid upon such sale and transfer of the Shares has been made to the tax assessor, and the trustee (if applicable) received confirmation from the tax assessor that all taxes required to be paid upon such sale and transfer have been paid.

Any transfer that is not made in accordance with the Plan, any applicable Sub-Plan or the applicable Award Agreement shall be null and void.

- 8.4 No transfer of an Exercised Share or Award by the Grantee by will or by the Laws of descent shall be effective against the Company, unless and until: (a) the Company shall have been furnished with written notice thereof, accompanied by an authenticated copy of probate of a will together with the will or inheritance order and/or such other evidence as the Committee may deem necessary to establish the validity of the transfer; and (b) the contemplated transferee(s) shall have confirmed to the Company in writing its acceptance of the terms and conditions of the Plan, any applicable Sub-Plan and Award Agreement, with respect to the Exercised Share or Awards being transferred, to the satisfaction of the Board.

9. Termination of Awards and Repurchase of Shares Issued upon Exercise/Vesting/Settlement

- 9.1 Notwithstanding anything to the contrary, any Award granted in favor of any Grantee but not exercised by such Grantee within the Exercise Period and in strict accordance with the terms of the Plan, any applicable Sub-Plan and the applicable Award Agreement, shall, upon the lapse of the Exercise Period, immediately expire and terminate and become null and void.
- 9.2 Upon the termination of a Grantee's Service, for any reason whatsoever, any Awards granted in favor of such Grantee which are not Vested Awards, shall immediately expire and terminate and become null and void.
- 9.3 Additionally, in the event of the termination of a Grantee's Service for Cause, (a) all of such Grantee's Vested Awards shall also, upon such termination for Cause, immediately expire and terminate and become null and void; and (b) any and all of such Grantee's Shares issued upon exercise, vesting or settlement of Awards (including any Exercised Shares) shall be subject to the Company's "Repurchase Right", as described below.

For the purposes hereof the term "Cause" shall mean: (a) the conviction of the Grantee for any felony involving moral turpitude or affecting the Company or any Affiliated Company; (b) the embezzlement of funds of the Company or any Affiliated Company; (c) any breach of the Grantee's fiduciary duties or duties of care towards the Company or any Affiliated Company

(including without limitation any disclosure of confidential information of the Company or any Affiliated Company or any breach of a non-competition undertaking); (d) any conduct in bad faith reasonably determined by the Committee to be materially detrimental to the Company or, with respect to any Affiliated Company, reasonably determined by the Committee of Directors of such Affiliated Company to be materially detrimental to either the Company or such Affiliated Company; or (e) any other event classified under any applicable agreement between the Grantee and the Company or the Affiliated Company, as applicable, as a “Cause” for termination or by other language of similar substance.

The Company’s “**Repurchase Right**” shall be as follows: If any Grantee’s Service is terminated by the Company for Cause, then, within one hundred and eighty (180) days after such termination, the Company shall have the right, but not the obligation, to repurchase from the Grantee, or his or her legal representative, as the case may be, all or part of the Shares issued to such Grantee pursuant to the Awards (including, without limitation, Shares issued upon exercise of Options), if any. The Repurchase Right shall be exercised by the Company by giving the Grantee, or his/her legal representative written notice, within said one hundred and eighty (180) days, of its intention to exercise the Repurchase Right, indicating the number of such Shares to be repurchased and the date on which the repurchase is to be effected, and shall pay the Grantee for each such Share being repurchased, an amount equal to the price originally paid by the Grantee for such Shares, subject to adjustments as provided in Section 12 below. The certificate(s) representing such Shares to be repurchased shall, prior to the close of business on the date specified for the repurchase, be delivered to the Company together with a duly endorsed share assignment certificate. Payment shall be made in cash, cash equivalents, or in any other way of payment allowed under any applicable Law, and authorized by the Board. Concurrently with the exercise of the Repurchase Right, if exercised, the Grantee (or the holder of the Shares so repurchased) shall no longer have any rights as a holder of such repurchased Shares. Such repurchased Shares shall be deemed to have been repurchased, whether or not the certificate(s) therefore have been delivered. If the Grantee fails to deliver such share certificate(s), the Company shall be entitled to take such action as may be necessary to remove the requisite number of Shares registered in the name of the Grantee from the books and records of the Company. The Repurchase Right shall be in addition to any and all other rights and remedies available to the Company.

In the event that the Company shall be prohibited, on account of any applicable Mandatory Law (including, for the avoidance of doubt, the Listing Manual), from repurchasing Shares issued upon exercise, vesting or settlement of Awards (including Exercised Shares), the Company may assign the Repurchase Right to its wholly owned subsidiary, or if the same is not possible on account of any applicable Law, to all of the shareholders of the Company at the time of the exercise of said right (excluding other shareholders pursuant to the exercise or settlement of Awards), on a pro-rata, as converted basis, all under the same terms and conditions set forth in this Plan, in which event the Company shall inform the Grantee of the identity of the particular assignee in the Company’s notice, and the provisions of this Section regarding the Company shall apply to such assignee(s), *mutatis mutandis*.

In the event that at the time the Company wishes to exercise its Repurchase Right, the Grantee does not own a sufficient number of Shares to satisfy the Company’s Repurchase Right, in addition to performing any obligations necessary to satisfy the Company’s Repurchase Right, the Company may require the Grantee to deliver to the Company, for each Share that is the subject of the Repurchase Right and is not available for repurchase as it has been sold or transferred, an aggregate cash amount, equal to the difference between the Fair Market Value of each such missing Share and the price originally paid by the Grantee to the Company for each such Share, as adjusted.

- 9.4 Unless otherwise determined by the Committee (which determination shall not require shareholder approval, unless so required in order to comply with the provisions of applicable Mandatory Law (including, for the avoidance of doubt, the Listing Manual)), following termination of Grantee's Service other than for Cause, the Expiration Date of such Grantee's Vested Awards shall be deemed the earlier of: (a) the Expiration Date of such Vested Awards as was in effect immediately prior to such termination; or (b) three (3) calendar months following the date of such termination or, if such termination is the result of death or disability of the Grantee, twelve (12) calendar months from the date of such termination.
- 9.5 Notwithstanding anything to the contrary herein, upon the issuance of a court order declaring the bankruptcy of a Grantee, or the appointment of a receiver or a provisional receiver for a Grantee over all of his assets, or any material part thereof, or upon making a general assignment for the benefit of his creditors, any outstanding Awards issued in favor of such Grantee (whether vested or not) shall immediately expire and terminate and become null and void and shall entitle neither the Grantee nor the Grantee's receiver, successors, creditors or assignees to any right in or towards the Company or any Affiliated Company in connection with the same, and all interests and rights of the Grantee or the Grantee's receiver, successors, creditors or assignees in and to the same, shall expire.

10. Rights as Shareholder, Voting Rights, Dividends and Bonus Shares

- 10.1 It is hereby clarified that a Grantee shall not, by virtue of this Plan, any applicable Sub-Plan or the applicable Award Agreement or any Award granted to the Grantee, have any of the rights or privileges of a shareholder with respect to the Shares underlying the Awards, until (as applicable) the Awards have been exercised, vested and/or settled and Shares issued in the Grantee's name; provided, however, that the foregoing shall not restrict the Committee's discretion to permit dividend equivalent cash payments with respect to RSUs pursuant to Section 10.7. In addition, the Grantee shall not be deemed to be a class of shareholders or creditors of the Company for the purpose of all applicable Law, including for purpose of the operation of sections 350 and 351 of the Companies Law or any successor to such section until registration of the Grantee as holder of such Shares in the Company's register of shareholders upon exercise, vesting and/or settlement of the Award in accordance with the provisions of the Plan.
- 10.2 Shares allotted and issued upon the exercise of an Option or upon the vesting/settlement of any other Award shall be subject to all provisions of the Company's Articles and shall rank pari passu in all respects with the then existing issued Shares in the capital of the Company except for any dividends, rights, allotments or other distributions, the Record Date for which is prior to the date such Award is exercised, vested and/or settled (as applicable).
- 10.3 Notwithstanding anything to the contrary herein or in the Company's Articles, none of the Grantees shall have (and they hereby waive the right to have), any pre-emptive rights to purchase, along with the other shareholders in the Company, a pro rata portion of any securities proposed to be offered by the Company prior to the offering thereof to any third party or any rights of first refusal to purchase any securities of the Company offered by the other shareholders of the Company.
- 10.4 Subject to Section 10.7, cash dividends paid or distributed, if any, with respect to Shares issued upon exercise, vesting or settlement of Awards (including Exercised Shares) shall be remitted directly to the Grantee who is entitled to such Shares for which the dividends are being paid or distributed, subject to any applicable taxation on such distribution of dividend, and the withholding thereof.

- 10.5 All bonus shares to be issued by the Company, if any, with regard to Shares issued upon exercise, vesting or settlement of Awards (including Exercised Shares) held by a trustee, if any, shall be registered in the name of such trustee and all provisions applying to such Shares, shall apply to the bonus shares issued by virtue thereof, *mutatis mutandis*.
- 10.6 Shares which are allotted on the exercise of an Option or upon the vesting/settlement of any other Award by a Grantee shall be issued, as the Grantee may elect, in the name of CDP to the credit of the securities account of the Grantee maintained with CDP or the Grantee's securities sub-account with a CDP Depository Agent unless otherwise required under any Sub-Plan.
- 10.7 Dividend Equivalent Payments (RSUs). Notwithstanding anything to the contrary in this Plan, any Sub-Plan and/or any Award Agreement, and subject to applicable Mandatory Law, the Committee may, in its sole discretion, permit Grantees holding Restricted Share Units ("RSUs") (including RSUs that constitute Performance Based Awards) to receive cash payments with respect to outstanding RSUs equivalent to amounts paid as dividends, if and when dividends are paid to holders of Shares. Any such dividend equivalent amount may, in the sole discretion of the Committee, be paid at the same time as dividend payments are made to shareholders or be deferred until the issuance of Shares pursuant to the applicable RSUs, and may be subject to the same vesting (and forfeiture) conditions applicable to the underlying RSUs. If the Committee permits dividend equivalent cash payments with respect to RSUs, the terms and conditions for such payments will be set forth in the applicable Award Agreement. For the avoidance of doubt, any dividend equivalent cash payment pursuant to Section 10.7 is a contractual benefit under the Plan and does not confer any rights of a shareholder with respect to any Shares unless and until Shares are actually issued to the Grantee.

11. Liquidation

In the event that the Company is liquidated or dissolved while unexercised Options or other outstanding Awards remain outstanding under the Plan, then all or part of such outstanding Awards may be exercised and/or vested (as applicable) in full by the Grantees as of immediately prior to the effective date of such liquidation or dissolution of the Company, without regard to the vesting terms thereof, as may be determined by the Committee.

12. Adjustments and Alterations

- 12.1 If a variation in the issued share capital of the Company, whether by way of a share split, reverse share split, combination or reclassification of the Shares, rights issue, capital reduction, subdivision or consolidation, as well as for any distribution of bonus shares, should take place, then: For the avoidance of doubt, and without limiting the generality of this Section 12, the declaration or payment of cash dividends (or other distributions) with respect to Shares shall not, by itself, require or result in any adjustment to any Award or RSU under this Plan. Any dividend equivalent cash payments, if any, with respect to RSUs may only be made if and to the extent expressly permitted by the Committee pursuant to Section 10.7 (and subject to the terms and conditions set forth in the applicable Award Agreement).
- (a) the Exercise Price for the Options, class and/or number of Shares comprised in the Options to the extent unexercised and the rights attached thereto and/or the number of Shares underlying other Awards (including RSUs) to the extent unsettled and the rights attached thereto; and/or
- (b) the class and/or number of Shares in respect of which additional Options or other Awards (including RSUs) may be granted to persons eligible for participation in the Plan,

may be adjusted in such manner as the Committee may determine to be appropriate, whose determination in that respect shall be final, binding and conclusive.

All provisions applying to the Exercised Shares shall apply to all Shares received as a result of an adjustment as described above.

For avoidance of doubt, no adjustment shall be made by virtue of: (a) the distribution, if any, of any cash or similar dividend; and (b) issue of securities as consideration for an acquisition.

- 12.2 Notwithstanding the provisions of Section 12.1 above, no such adjustment shall be made: (a) if as a result, the Grantee receives a benefit that a Shareholder does not receive; and (b) unless the Committee, after considering all relevant circumstances, considers it equitable to do so.
- 12.3 Any adjustment (except in relation to a bonus issue) must be confirmed in writing by the Company's auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

13. No Interference

Neither the Plan nor any applicable Sub-Plan or Award Agreement shall affect, in any way, the rights or powers of the Company or its shareholders to make or to authorize any sale, transfer or change whatsoever in all or any part of the Company's assets, obligations or business, or any other business, commercial or corporate act or proceeding, whether of a similar character or otherwise; any adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or business; any merger or consolidation of the Company; any issue of bonds, debentures, shares (including preferred or prior preference shares ahead of or affecting the existing shares of the Company including the shares into which the Options granted hereunder are exercisable or the Shares issued upon exercise, vesting or settlement of Awards or the rights thereof, etc.); or the dissolution or liquidation of the Company; and none of the above acts or authorizations shall entitle the Grantee to any right or remedy, including without limitation, any right of compensation for any dilution resulting from any issuance of any shares or of any other securities in the Company to any person or entity whatsoever.

14. No Employment/Engagement/Continuance of Service Obligations

Nothing in the Plan, in any applicable Sub-Plan or Award Agreements, or in any Award granted hereunder shall be construed as guaranteeing the Grantee's continuous employment, engagement or service with the Company or any Affiliated Company, and no obligation of the Company or any Affiliated Company as to the length of the Grantee's employment, engagement or service shall be implied by the same. The Company and its Affiliated Companies reserve the right to terminate the employment, engagement or service of any Grantee pursuant to such Grantee's terms of employment, engagement or service and any Law.

15. No Representation

The Company does not and shall not, through this Plan, any applicable Sub-Plan or the applicable Award Agreement, make any representation towards any Grantee with respect to the Company, its business, its value or either its shares in general or the Shares issued upon exercise, vesting or settlement of Awards (including the Exercised Shares) in particular.

Each Grantee, upon entering into the applicable Award Agreement, shall represent and warrant toward the Company that his/her consent to the grant of the Awards issued in his/her favor and

the exercise and/or vesting (if so exercised and/or vested) thereof, neither is nor shall be made, in any respect, upon the basis of any representation or warranty made by the Company or by any of its directors, officers, shareholders or employees, and is and shall be made based only upon his/her examination and expectations of the Company, on an “as is” basis. Each Grantee shall waive any claim whatsoever of “non-conformity” of any kind, and any other cause of action or claim of any kind with respect to the Awards and/or their underlying Shares

16. Tax Consequences

- 16.1 Any and all tax and/or other mandatory payment consequences arising from the grant, vesting, settlement or exercise of any Award (including any Option), the payment for or the transfer of the Shares issued upon exercise, vesting or settlement of Awards (including the Exercised Shares) to the Grantee, or the sale of such Shares by the Grantee, or from any other event or act in connection therewith (including without limitation, in the event that the Awards do not qualify under the tax classification/tax track in which they were intended) (whether of the Company, any Affiliated Company, a trustee, if applicable, or the Grantee), shall be borne solely by the Grantee.
- 16.2 The Company, any Affiliated Company and a trustee, if applicable, may each withhold (including at source), deduct and/or set-off, from any payment made to the Grantee, the amount of the tax and/or other mandatory payment the withholding of which is required with respect to the Awards and/or the Shares issued upon exercise, vesting or settlement of Awards (including Exercised Shares) under any applicable Law. The Company or an Affiliated Company may require the Grantee, through payroll withholding, cash payment or otherwise, to make adequate provision for any such tax withholding obligations of the Company, Affiliated Company or a trustee, if applicable, arising in connection with the Awards or the Shares issued upon exercise, vesting or settlement thereof. Without derogating from the aforesaid, each Grantee shall provide the Company and/or any applicable Affiliated Company with any executed documents, certificates and/or forms that may be required from time to time by the Company or such Affiliated Company in order to determine and/or establish the tax liability of such Grantee.
- 16.3 Furthermore, each Grantee shall indemnify the Company, any applicable Affiliated Company and a trustee, if applicable, or any one thereof, and hold them harmless from and against any and all liability in relation with any such tax and/or other mandatory payments or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax and/or other mandatory payments from any payment made to the Grantee.

17. Non-Exclusivity of the Plan

The adoption by the Committee of this Plan and any Sub-Plans shall not be construed as amending, modifying or rescinding any previously approved incentive arrangements, or as creating any limitations on the power of the Committee to adopt such other incentive arrangements as it may deem desirable, including without limitation the grant of options for shares in the Company and/or other Awards otherwise than under the Plan, and such arrangements may be either applicable generally or only in specific cases..

18. Currency Exchange Rates

Except as otherwise determined by the Board, all monetary values with respect to Awards granted pursuant to this Plan, including without limitation the Fair Market Value and the Exercise Price of each Option, shall be stated in United States Dollars. In the event that the Exercise Price is in fact to be paid in New Israeli Shekels, the conversion rate shall be the last known representative rate of the US Dollar to the New Israeli Shekels on the date of payment.

19. Disclosure in Annual Report

The Company shall make the following disclosure in its annual report:

- (a) The names of the members of the Committee;
- (b) The information required in the table below for the following Grantees (which for the avoidance of doubt, shall include Grantees who have exercised all their Awards in any particular financial year):
 - (i) Grantees who are Directors of the Company; and
 - (ii) Grantees who are Controlling Shareholders of the Company and their Associates; and
 - (iii) Grantees other than those in (i) and (ii) above, who receive 5% or more of the total number of Awards available under the Plan, at the time of grant:

Name of Participant	Awards granted during financial year under review (including terms)	Aggregate Awards granted since commencement of the Plan to end of financial year under review	Aggregate Awards exercised since commencement of the Plan to end of financial year under review	Aggregate Awards outstanding as at end of financial year under review

- (c) in respect of Awards granted to directors and employees of the parent company and its subsidiaries:
 - (i) the names of any number and terms of Awards granted to each director or employee of the parent company and its subsidiaries who receives 5% or more of the total number of Awards available to all directors and employees of the parent company and its subsidiaries under the scheme, during the financial year under review; and
 - (ii) the aggregate number of Awards granted to the directors and employees of the parent company and its subsidiaries for the financial year under review, and since the commencement of the Plan to the end of the financial year under review,
- (d) the number and proportion of Awards (to the extent applicable) granted at the following discounts to Fair Market Value in the financial year under review:
 - (i) Awards granted at up to 10% discount; and
 - (ii) Awards granted at between 10% to 20% discount.

Provided that if any of the above requirements is not applicable, an appropriate negative statement must be included.

20. Condition of Award

Every Award shall be subject to the condition that no Shares shall be issued pursuant to the exercise of Options or upon vesting/settlement of Awards if such issue would be contrary to the constitutive documents of the Company or any law or enactment, or any rules or regulations of any legislative or non-legislative governing body for the time being in force in Singapore or any other relevant country.

21. Governing Law

The Plan shall be governed by, and construed in accordance with, the laws of the State of Israel. The Grantees, by accepting Awards in accordance with the Plan, and the Company submit to the exclusive jurisdiction of the courts of the State of Israel.

22. Data Privacy

Information related to Grantees and Awards hereunder, as shall be received from Grantee or others, and/or held by, the Company or its Affiliates from time to time, and which information may include sensitive and personal information related to Grantees (“Information”), will be used by the Company or its Affiliates (or third parties appointed by any of them, including the Trustee) to comply with any applicable legal requirement, or for administration of the Plan as they deems necessary or advisable, or for the respective business purposes of the Company or its Affiliates (including in connection with transactions related to any of them). The Company and its Affiliates shall be entitled to transfer the Information among the Company or its Affiliates, and to third parties for the purposes set forth above, which may include persons located abroad (including, any person administering the Plan or providing services in respect of the Plan or in order to comply with legal requirements, or the Trustee, their respective officers, directors, employees and representatives, and the respective successors and assigns of any of the foregoing), and any person so receiving Information shall be entitled to transfer it for the purposes set forth above. The Company shall use commercially reasonable efforts to ensure that the transfer of such Information shall be limited to the reasonable and necessary scope. By receiving an Award hereunder, Grantee acknowledges and agrees that the Information is provided at Grantee’s free will and Grantee consents to the storage and transfer of the Information as set forth above.

23. No Representation

By granting the Awards, the Company is not, and shall not be deemed making any representation or warranties to the Grantee regarding the Company, its business affairs, its prospects or the future value of its Shares and such representations and warranties are hereby disclaimed. The Company shall not be required to provide to any Grantee any information, documents or material in connection with the Grantee’s considering an exercise of Options or upon vesting/settlement of Award. To the extent that any information, documents or materials are provided, the Company shall have no liability with respect thereto. Any decision by a Grantee to exercise of Options or upon vesting/settlement of Award shall solely be at the risk of the Grantee.

ANNEX A

Capitalized Terms used in The Trendlines Group Ltd. Global Share Incentive Plan (formerly- 2015 Global Share Option Plan), shall have the meanings set forth below:

- 1.1. **“Affiliated Company(ies)”** – means any present or future entity (a) which is a subsidiary of the Company; or (b) which is an associated company (that is, a company in which at least 20% but not more than 50% of its shares are held by the Company or the Company’s subsidiaries) over which the Company has control.
- 1.2. **“Articles”** – means the articles of association of the Company.
- 1.3. **“Associate”** – has the meaning assigned to it by the Listing Manual, as amended or supplemented from time to time.
- 1.4. **“Award(s)”** – as defined in Section 2.1 of the Plan.
- 1.5. **“Award Agreement(s)”** – with respect to any Grantee, means a written agreement or other written instrument, executed by and between the Company and the Grantee, which shall set forth the terms and conditions with respect to the Awards. The Award Agreement will be in such form approved by the Committee, which may be a general form or a specific form with respect to a certain Grantee.
- 1.6. **“Restricted Share Unit(s)” or “RSU(s)”** – means a Restricted Share Unit granted within the framework of this Plan, which imparts the right, subject to the terms of the Plan, to receive one Share, all pursuant to the Plan and the applicable Award Agreement.
- 1.7. **“Board”** – means the Board of Directors of the Company.
- 1.8. **“Catalist”** – means the Catalist Board of the Singapore Exchange Securities Trading Ltd.
- 1.9. **“Cause”** – as defined in Section 9.3 of the Plan.
- 1.10. **“CDP”** – The Central Depository (Pte) Limited.
- 1.11. **“Company”** –The Trendlines Group Ltd.
- 1.12. **“Controlling Shareholder”**– A shareholder exercising control over the Company and unless rebutted, a person who controls directly or indirectly 15% or more of the Company’s issued share capital shall be presumed to be a Controlling Shareholders for the purposed of this Plan.
- 1.13. **“Committee”** – The remuneration committee of the Company or such other committee comprising directors of the Company duly authorized and appointed by the Board to administer this Plan.
- 1.14. **“Companies Law”** – the State of Israel’s Companies Law, 5759 – 1999, as amended from time to time, and the rules and regulations promulgated thereunder.
- 1.15. **“Date of Grant”** – the date determined by the Committee to be the effective date of the grant of Awards to a Grantee, or, if the Committee has not determined such effective date, the date of the resolution of the Committee approving the grant of such Awards. Provided, however, that the Date of Grant shall not occur prior to the date on which the Company has obtained

all approvals required in connection with the grant of such Awards, including without limitation, where applicable, an approval by the applicable stock exchange with respect to the listing of the Shares (including any Exercised Shares) for trading at such a stock exchange.

- 1.16. **“Exercise Notice”** - means a written notice of exercise of Options or upon vesting/settlement of an Award.
- 1.17. **“Exercise Period”** - as defined in Section 7.4 of the Plan.
- 1.18. **“Exercise Price”** - the price to be paid for the exercise of each Option (or, to the extent applicable, the nominal par value per Share to be paid upon the vesting of an Award that does not require exercise by the Grantee, to the extent the Grantee is required to pay such nominal value hereunder, as applicable).
- 1.19. **“Exercised Shares”** - the Shares that are issued upon the exercise of Options or upon vesting/settlement of Awards, as applicable.
- 1.20. **“Expiration Date”** - as defined in Section 7.3 of the Plan.
- 1.21. **“Extended 2015 Share Option Plan”** – The extended and altered 2015 Share Option Plan, last adopted by the Shareholders on 6 August 2025.
- 1.22. **“Fair Market Value”** means as of any date, the value of a Share determined as follows:
- (i) If the Shares are listed on the SGX-ST: a price equal to the average of the last dealt prices for the Shares on Catalist over the thirty consecutive trading days immediately preceding the Date of Grant of the Awards, as determined by the Committee by reference to the daily official list or any other publication published by the SGX-ST, rounded to the nearest whole cent in the event of fractional prices. In relation to Awards granted before the listing of the Company on the Catalist Board of the SGX-ST the Fair Market Value shall be the Placement Price;
 - (ii) In the event the Company is no longer listed on Catalist or any other relevant stock exchange or trading in the Shares of Catalist or such stock exchange is suspended for any reason for 12 days or more, but the Shares are listed on any other established stock exchange or a national market system, including without limitation the Tel-Aviv Stock Exchange, the NASDAQ National Market System or the NASDAQ SmallCap Market, the Fair Market Value shall be the last reported sale price for such Shares (or the highest closing bid, if no sales were reported), as quoted on such exchange or system for the last market trading day prior to time of determination, as reported in The Wall Street Journal, or such other source as the Committee deems reliable;
 - (iii) If the Company is no longer listed on Catalist or any other relevant stock exchange or trading in the Shares of Catalist or such stock exchange is suspended for any reason for 12 days or more but the Shares are regularly quoted by one or more recognized securities dealers, and selling prices are not reported, the Fair Market Value shall be the mean between the highest bid and lowest asked prices for the Shares on the last market trading day prior to the day of determination; or
 - (iii) In the absence of an established market for the Shares, the Fair Market Value thereof shall be determined in good faith by the Board.
- 1.23. **“Grantee”** - a person or entity to whom Awards are granted.

- 1.24. “**Law**” – federal, state and/or foreign, laws, rules and/or regulations and/or rules, regulations, guidelines and/or requirements of any relevant securities and exchange and/or tax commission and/or authority and/or any relevant stock exchange or quotations systems, including, for avoidance of doubt, the Listing Manual.
- 1.25. “**Listing Manual**” – Section B of the Listing Manual of the SGX-ST, as amended or supplemented from time to time.
- 1.26. “**Mandatory Law**” – provisions of Law which may not be contrarily addressed or regulated by the determination and/or consent of the Company and/or other parties.
- 1.27. “**Merger Transaction**” - as defined in Section 7.4 of the Plan.
- 1.28. “**Old Option Plan**” – The 2011 Global Incentive Option Scheme.
- 1.29. “**Old Options**” – the share options granted pursuant to the Old Option Plan.
- 1.30. “**Option(s)**” - an option(s) granted within the framework of this Plan, each of which imparts the right to purchase one Share.
- 1.31. “**Option Agreement(s)**” – with respect to any Grantee – a written option agreement or written instrument, executed by and between the Company and the Grantee, which shall set forth the terms and conditions with respect to the Options.
- 1.32. “**Performance Based Awards**” as defined in Section 7B.1 of the Plan.
- 1.33. “**Placement Price**” – means S\$0.33 for each Share that was the subject of the Company's placement of its Shares pursuant to the Offer Document dated 16 November lodged with SGX-ST.
- 1.34. “**Plan**” - this Company's 2015 Global Share Incentive Plan, as may be amended from time to time as set forth herein.
- 1.35. “**Repurchase Right**” – as defined in Section 9.3 of the Plan.
- 1.36. “**Record Date**” – the date fixed by the Company for the purpose of determining entitlements to dividends, rights, allotments or other distributions.
- 1.37. .
- 1.38. “**Service**” – as defined in Section 7.2 of the Plan.
- 1.39. “**SGX-ST**” – Singapore Exchange Securities Trading Limited.
- 1.40. “**Share(s)**” – Ordinary Share(s) of the Company, par value of NIS 0.01 each, to which, subject to the provisions herein, are attached the rights specified in the Company's Articles, as may be amended from time to time.
- 1.41. “**Sponsor**” – The sponsor appointed by the Company in accordance with the Listing Manual, for such time as the Company remains listed in the Catalist Board of the SGX-ST.
- 1.42. “**Start Date**” – as defined in Section 7.2 of the Plan.

- 1.43. **“Sub-Plan(s)”** - any supplements or sub-plans to the Plan adopted by the Board, applicable to Grantees employed in a certain country or region or subject to the laws of a certain country or region, as deemed by the Committee to be necessary or desirable to comply with the laws of such region or country, or to accommodate the tax policy or custom thereof, which, if and to the extent applicable to any particular Grantee, shall constitute an integral part of the Plan.
- 1.44. **“Successor Entity”** - as defined in Section 7.4 of the Plan.
- 1.45. **“2015 Share Option Plan”** – “The Trendlines Group Ltd. 2015 Global Share Option Plan” which was approved by the Shareholders on 11 November 2015.
- 1.46. **“Vested Option(s)”** – **“Vested Award(s)”** - that portion of the Awards which the Grantee is entitled to exercise (in the case of Options) or in respect of which the Grantee is entitled to receive Shares upon vesting/settlement (in the case of other Awards), in accordance with the provisions of the Plan or, if inconsistent with the provisions of the Plan, the provisions of the applicable Award Agreement of such Grantee.

THE TRENDLINES GROUP LTD.
GLOBAL SHARE INCENTIVE PLAN
(formerly- 2015 GLOBAL SHARE
OPTION PLAN) (the “Plan”)
Sub-Plan for Grantees Subject to Israeli
Taxation (“Sub-Plan”)

1. Definitions

As used herein, the following terms shall have the meanings hereinafter set forth, unless the context clearly indicates to the contrary. Any capitalised term used herein which is not specifically defined in this Sub-Plan shall have the meaning set forth in the Plan.

- 1.1. “102 Capital Gains Track” means the tax alternative set forth in Section 102(b)(2) of the Ordinance pursuant to which income resulting from the sale of Shares derived from 102 Trustee Awards is taxed as a capital gain.
- 1.2. “102 Non-Trustee Award” means an Award granted not through a Trustee in accordance with and pursuant to Section 102.
- 1.3. “102 Ordinary Income Track” means the tax alternative set forth in Section 102(b)(1) of the Ordinance pursuant to which income resulting from the sale of Shares derived from 102 Trustee Awards is taxed as ordinary income.
- 1.4. “102 Trustee Award” means an Award granted through a Trustee in accordance with and pursuant to Section 102.
- 1.5. “3(i) Award” means an Award granted pursuant to Section 3(i) of the Ordinance.
- 1.6. “Affiliated Company” for purposes of eligibility under the Sub-Plan shall have the meaning of the term in the Plan, provided however that any affiliated entity shall be an “employing company” within the meaning of such term in Section 102 of the Ordinance.
- 1.7. “Board” shall have the meaning ascribed to it in the Plan.
- 1.8. “Controlling Shareholder” means the holder, directly or indirectly, by himself or together with a relative (as defined in the Ordinance) of: (i) 10% or more of the issued shares or voting power of the Company, (ii) the right to hold or purchase 10% or more of the outstanding equity or voting power, (iv) the right to obtain 10% or more of the “profits” of the Company (as defined in the Ordinance), or (v) the right to appoint a director of the Company or any other meaning ascribed to such term in Section 32(9) of the Ordinance.
- 1.9. “Committee”– The remuneration committee of the Company or such other committee comprising directors of the Company duly authorised and appointed by the Board to administer this Sub-Plan.
- 1.10. “Election” means the election by the Company, with respect to grant of 102 Trustee Awards, of either one of the following tax tracks: (i) “Capital Gains Tax Track”; or (ii) “Ordinary Income Tax Track”, as provided in and in accordance with Section 102, and “Elected” shall be construed accordingly.
- 1.11. “Eligible 102 Grantees” means employees or officers of the company which are not classified as Controlling Shareholders, before the allocation of the awards and/or after such

allocation.

- 1.12. "Exercise Price" shall have the meaning ascribed to it in the Plan.
- 1.13. "Exercised Shares" shall have the meaning ascribed to it in the Plan.
- 1.14. "Fair Market Value" means, solely for the purposes of 102 Trustee Awards, if and to the extent Section 102 prescribes a specific mechanism for determining the fair market value of the Exercised Shares, then notwithstanding the definition in the Plan, the fair market value of 102 Trustee Awards shall be as prescribed in Section 102, if applicable.
- 1.15. "Israeli Grantees" is as defined in Section 2.1 hereinbelow.
- 1.16. "Israeli Award Agreement" is as defined in Section 3 herein below.
- 1.17. "ITA" means the Israel Tax Authority.
- 1.18. "Law" shall have the meaning ascribed to it in the Plan.
- 1.19. "Listing Manual" shall have the meaning ascribed to it in the Plan.
- 1.20. "Mandatory Law" shall have the meaning ascribed to it in the Plan.
- 1.21. "Award(s)" shall have the meaning ascribed to it in the Plan.
- 1.22. "Ordinance" means the Israeli Income Tax Ordinance [New Version], 1961, and the rules and regulations promulgated thereunder, as are in effect from time to time, and any similar successor rules and regulations.
- 1.23. "Restricted Period" is as defined in Section 4.3 hereinbelow.
- 1.24. "Required Minimum Trust Period" means two years or any other minimum trust period that shall be determined pursuant to Section 102.
- 1.25. "Rules" means the Income Tax Rules (Tax benefits in Stock Issuance to Employees) 5763-2003.
- 1.26. "Section 102" means Section 102 of the Ordinance and the rules and regulations promulgated thereunder, as are in effect from time to time, and any similar successor rules and regulations.
- 1.27. "Trust Agreement" means agreement entered into between the Company and the Trustee with respect to the grant of Awards.
- 1.28. "Trustee" means the trustee designated or replaced by the Company and/or applicable Affiliated Company for the purposes of the Plan and approved by the ITA, all in accordance with the provisions of Section 102.

2. General

- 2.1 The purpose of this Sub-Plan is to establish certain rules and limitations applicable to Awards granted to Grantees, the grant of Awards to whom (or the exercise thereof by whom) are subject to taxation by the Israeli Income Tax ("Israeli Grantees"), in order that such Awards may comply with the requirements of Israeli law, including, if applicable, Section 102.
- 2.2 The Plan and this Sub-Plan are complementary to each other and shall be read and deemed as one. In the event of any contradiction, whether explicit or implied, between the provisions of this Sub-Plan and the Plan, the provisions of this Sub-Plan shall prevail with respect to Awards granted to Israeli Grantees. unless the provisions are in contradiction to any applicable Law, Mandatory Law (including, for the avoidance of doubt, the Listing Manual) provided however, that notwithstanding the foregoing, the provisions of section 102 shall in any event prevail in the event of any contradiction or inconsistency.
- 2.3 Awards may be granted under this Sub-Plan in one of the following tax tracks, at the Company's discretion and subject to applicable restrictions or limitations as provided in applicable Law including without limitation any applicable restrictions and limitations in Section 102 regarding the eligibility of Israeli Grantees to each of the following tax tracks, based on their capacity and relationship towards the Company:
- (i) 102 Trustee Awards – in such tax track as determined in accordance with the Election;
or
 - (ii) 102 Non-Trustee Awards; or
 - (iii) 3(i) Awards.

For avoidance of doubt, the designation of the Awards to any of the above tax tracks shall be subject to the terms and conditions set forth in Section 102.

3. Administration

Without derogating from the powers and authorities of the Board as detailed in the Plan, the Committee shall have the sole and full discretion and authority, without the need to submit its determinations or actions to the shareholders of the Company for their approval or authorisation, unless such approval is required to comply with applicable Mandatory Law (including, for the avoidance of doubt, the Listing Manual), to administer this Sub-Plan and to take all actions related hereto and to such administration, including without limitation the performance, from time to time and at any time, of any and all of the following:

- (a) the determination of the specific tax track (as described in Section 2.3 above) in which the Awards are to be issued;
- (b) the Election;
- (c) the appointment of the Trustee;

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- (d) the adoption of forms of Award Agreements to be applied with respect to Israeli Grantees (the "Israeli Award Agreement"), incorporating and reflecting, inter alia, relevant provisions regarding the grant of Awards in accordance with this Sub-Plan, and the amendment or modification from time to time of the terms of such Israeli Award Agreements.

Subject to the above, the term "Committee" whenever used herein, shall mean the Board or the Committee, as applicable.

4. 102 Trustee Awards

4.1 Grant in the Name of Trustee:

Notwithstanding anything to the contrary in the Plan, 102 Trustee Awards granted hereunder shall be granted to, and the Shares issued (as applicable) upon exercise, vesting and/or settlement thereof (including Exercised Shares) and all rights attached thereto (including bonus shares), issued to, the Trustee, and all such awards and shares shall be registered in the name of the Trustee, who shall hold them in trust until such time as they are released by the transfer or sale thereof by the Trustee. In case the requirements of Section 102 for 102 Trustee Awards are not met, then the 102

Trustee Awards may be regarded as 102 Non-Trustee Award, all in accordance with the provisions of Section 102. Notwithstanding anything to the contrary in the Plan, the Date of Grant of a 102 Trustee Award shall be the date determined by the Committee to be the effective date of the grant of the 102 Trustee Awards to an Israeli Grantee, or, if the Committee has not determined such effective date, the date of the resolution of the Committee approving the grant of such Awards, which in the case of 102 Trustee Awards shall not be before the lapse of 30 days (or such other period which may be determined by the Ordinance from time to time) from the date upon which the Plan is first submitted to the relevant Israeli Tax Authorities.

4.2 [Exercise of Vested 102 Trustee Awards:

Unless other procedures shall be determined from time to time by the Committee and notified to the Israeli Grantees, the mechanism of exercising vested 102 Trustee Awards shall be in accordance with the provisions of the Plan, except that any notice of exercise of 102 Trustee Awards shall be made in such form and method in compliance with the provisions of Section 102 and shall also be delivered in copy to the authorized representative of the Affiliated Company with which the Israeli Grantee is employed and/or engaged, if applicable, and to the Trustee. For avoidance of doubt, the exercise of vested 102 Trustee Awards (to the extent applicable) shall also be subject to the vesting schedule in Section 7.2 and the restrictions in Sections 7.2(i) and (ii) of the Plan; provided that, with respect to RSUs, the provisions of Section 7A.2 of the Plan shall apply.

4.3 Restrictions on Transfer:

- (a) 102 Trustee Awards and the Exercised Shares issued pursuant to the exercise thereof, and all rights attached thereto (including bonus shares), shall be held by the Trustee for such period of time as required by the provisions of Section 102 applicable to Awards granted through a Trustee in the applicable tax track, as per the Election (the "Restricted Period").

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- (b) Subject to the provisions of Section 102 and any rules or regulation or orders or procedures promulgated thereunder, the Israeli Grantee shall provide the Company and the Trustee with a written undertaking and confirmation under which the Israeli Grantee confirms that s/he is aware of the provisions of Section 102 and the Elected tax track and agrees to the provisions of the Trust Agreement between the Company and the Trustee, and undertakes not to release, by sale or transfer, the 102 Trustee Awards, and the Exercised Shares issued pursuant to the exercise thereof, and all rights attached thereto (including bonus shares) prior to the lapse of the Restricted Period. The Israeli Grantee shall not be entitled to sell or release from trust the 102 Trustee Awards, nor the Exercised Shares issued pursuant to the exercise thereof, nor any right attached thereto (including bonus shares), nor to request the transfer or sale of any of the same to any third party, before the lapse of the Restricted Period. Notwithstanding the above, if any such sale or transfer occurs during the Restricted Period, the sanctions under Section 102 of the Ordinance and under any rules or regulation or orders or procedures promulgated thereunder shall apply to and shall be borne by such Israeli Grantee.
- (c) Without derogating and subject to the above, and to all other applicable restrictions in the Plan, this Sub-Plan, the Israeli Award Agreement and applicable Law, the Trustee shall not release, by sale or transfer, the Exercised Shares issued pursuant to the exercise of the 102 Trustee Awards, and all rights attached thereto (including bonus shares) to the Israeli Grantee, or to any third party to whom the Israeli Grantee wishes to sell the Exercised Shares (unless the contemplated transfer is by will or laws of descent) unless and until the Trustee has either (a) withheld payment of all taxes required to be paid upon the sale or transfer thereof, if any, or (b) received confirmation either that such payment, if any, was remitted to the tax authorities or of another arrangement regarding such payment, which is satisfactory to the Company and the Trustee. For the removal of doubt, it is clarified that the Trustee may release by sale or transfer to a third party only Exercised Shares (and not Awards).

4.4 Rights as Shareholder:

Without derogating from the provisions of the Plan, it is hereby further clarified that with respect to Exercised Shares issued pursuant to the exercise of 102 Trustee Awards, as long as they are registered in the name of the Trustee, the Trustee shall be the registered owner of such shares. Notwithstanding, the Trustee shall not exercise the voting rights conferred by such Exercised Shares in any way whatsoever, and shall not issue a proxy to any person or entity to vote such shares (other than to the applicable Israeli Grantee, subject to and in accordance with the provisions of Section 102). Notwithstanding, the Company shall be entitled at its sole discretion, to distribute dividends directly to the Israeli Grantees, subject to tax withholding at source.

4.5 Bonus Shares:

All bonus shares to be issued by the Company, if any, with regard to Exercised Shares issued pursuant to the exercise of 102 Trustee Awards, while held by the Trustee, shall be registered in the name of the Trustee; and all provisions applying to such Exercised Shares shall apply to bonus shares issued by virtue thereof, if any, *mutatis mutandis*. Said bonus shares shall be subject to the Restricted Period of the Exercised Shares by virtue of which they were issued.

4.6 Conditions of Issuance:

Without derogating from the provisions of Section 7.6 of the Plan, and in addition thereto, the arrangements with the tax authorities referred to therein shall, in the event of 102 Trustee Awards, also need to be satisfactory to the Trustee.

5. Section 102 Election

5.1 102 Trustee Grants shall be made pursuant to either: (a) Section 102(b)(2) of the Ordinance as 102 Capital Gains Track Grants; or (b) Section 102(b)(1) of the Ordinance as 102 Ordinary Income Track Grants. The Company's Election regarding the type of 102 Trustee Grant it chooses to make shall be filed with the ITA. Once the Company has filed such Election, it may change the type of 102 Trustee Grant that it chooses to make only after the lapse of at least 12 months from the end of the calendar year in which the first grant was made in accordance with the previous Election, in accordance with Section 102. For the avoidance of doubt, such Election shall not prevent the Company from granting Non-Trustee Grants to Eligible 102 Grantees at any time.

5.2 Eligible 102 Grantees may receive only 102 Trustee Awards or Non-Trustee Awards under this Sub-Plan. Grantees who are not Eligible 102 Grantees may be granted only 3(i) Awards under this Sub-Plan.

5.3 The Israeli Award Agreement shall indicate whether the grant is a 102 Trustee Award, a Non-Trustee Award or a 3(i) Award; and, if the grant is a 102 Trustee Grant, whether it is a 102 Capital Gains Track Grant or a 102 Ordinary Income Track Grant.

6. Terms And Conditions of 102 Trustee Grants

6.1 Each 102 Trustee Award granted to an Eligible 102 Grantee shall be held by the Trustee and each certificate for Shares acquired pursuant to the exercise, vesting and/or settlement of an Award or issued directly as Shares, shall be issued to and registered in the name of the Trustee and shall be held in trust for the benefit of the Grantee for the Restricted Period. After termination of the Restricted Period, the Trustee may release such Award and any such Shares, provided that: (i) the Trustee has received an acknowledgement from the ITA that the Eligible 102 Grantee has paid any applicable tax due pursuant to the Ordinance; or (ii) the Trustee and/or the Company or its Affiliate withholds any applicable tax due pursuant to the Ordinance. The Trustee shall not release any 102 Trustee Awards or Shares issued thereunder prior to the full payment of the Eligible 102 Grantee's tax liabilities arising from the grant, exercise, vesting and/or settlement of the Award or the issuance of the Shares.

6.2 During the Restricted Period, the Eligible 102 Grantee shall not require the Trustee to release or sell the Awards or Shares issued thereunder and other Shares received subsequently following any realisation of rights derived from Awards or Shares (including distributions of profits) to the Eligible 102 Grantee or to a third party, unless permitted to do so by applicable Law. Notwithstanding the foregoing, the Trustee may, pursuant to a written request and subject to applicable Law, release and transfer such Shares to a designated third party, provided that both of the following conditions have been fulfilled prior to such transfer: (i) all taxes required to be paid upon the release and transfer of the Shares have been withheld for transfer to the tax authorities; and (ii) the Trustee has received written confirmation from the Company that all requirements for such release and transfer have been fulfilled according to the terms of the Company's corporate documents, the Plan, any applicable agreement and any applicable Law. For the avoidance of doubt, such sale or release during the Restricted Period will result in different tax ramifications to the Eligible

102 Grantee under Section 102 of the Ordinance and the Rules and/or any other regulations or orders or procedures promulgated thereunder, which shall apply to and shall be borne solely by such Eligible 102 Grantee.

- 6.3 In the event a distribution of profit is declared and/or additional rights are granted with respect to Shares which derive from 102 Trustee Grants, such distribution and/or rights shall also be subject to the provisions of this Section 6.3 and the Restricted Period for such Shares and/or rights shall be measured from the commencement of the Restricted Period for the Awards with respect to which the distribution was declared and/or rights granted. In the event of a cash distribution on Shares and subject to Company's approval, the Trustee shall transfer the distribution proceeds to the Eligible 102 Grantee after deduction of taxes and mandatory payments in compliance with applicable withholding requirements.
- 6.4 The Company shall be under no duty to ensure, and no representation or commitment is made, that any of the Awards qualifies or will qualify under any particular tax treatment (such as Section 102), nor shall the Company be required to take any action for the qualification of any of the Awards under such tax treatment. The Company shall have no liability of any kind or nature in the event that, for any reason whatsoever, the Awards do not qualify for any particular tax treatment.
- 6.5 The Grantee shall comply with all terms and conditions set forth in Section 102 with regard to the applicable tax track and the rules and regulations promulgated thereunder, as amended from time to time.
- 6.6 The Grantee is familiar with, and understand the provisions of Section 102 in general, and the tax arrangement under the applicable tax track in particular, and its tax consequences; the Grantee agrees that the Awards and any shares that may be issued upon exercise, vesting and/or settlement of the Awards (or otherwise in relation to the Awards), will be held by the Trustee for at least the duration of the Required Minimum Trust Period. The Grantee understands that any release of such Awards or shares from trust, or any sale of the share prior to the termination of the Restricted Period, will result in taxation at marginal tax rate, in addition to deductions of appropriate social security, health tax contributions or other compulsory payments.

7. 102 Non-Trustee Awards

- 7.1 102 Non-Trustee Awards granted hereunder shall be granted to, and the Exercised Shares issued pursuant to the exercise thereof, issued to, the Israeli Grantee.
- 7.2 Without derogating and subject to the above, and to all other applicable restrictions in the Plan, this Sub-Plan, the Israeli Award Agreement and applicable Law, the Exercised Shares issued pursuant to the exercise of the 102 Non-Trustee Awards, and all rights attached thereto (including bonus shares) shall not be transferred unless and until the Company has either: (a) withheld payment of all taxes required to be paid upon the sale or transfer thereof, if any; or (b) received confirmation either that such payment, if any, was remitted to the tax authorities or of another arrangement regarding such payment, which is satisfactory to the Company. For avoidance of doubt, the exercise of vested 102 Non-Trustee Awards shall also be subject to the vesting schedule in Section 7.2 and the restrictions stated in Sections 7.2(i) and (ii) of the Plan unless otherwise determined by the Committee.

7.3 An Israeli Grantee to whom 102 Non-Trustee Awards are granted must provide, upon termination of his/her employment, a surety or guarantee to the satisfaction of the Company, to secure payment of all taxes which may become due upon the future transfer of his/her Exercised Shares to be issued upon the exercise of his/her outstanding 102 Non-Trustee Awards, all in accordance with the provisions of Section 102.

8. 3(i) Awards

8.1 3(i) Awards granted hereunder shall be granted to, and the Exercised Shares issued pursuant thereto issued to, the Israeli Grantee.

8.2 Without derogating and subject to the above, and to all other applicable restrictions in the Plan, this Sub-Plan, the Israeli Award Agreement and applicable Law, the Exercised Shares issued pursuant to the exercise of the 3(i) Awards, and all rights attached thereto (including bonus shares) shall not be transferred unless and until the Company has either: (a) withheld payment of all taxes required to be paid upon the sale or transfer thereof, if any; or (b) received confirmation either that such payment, if any, was remitted to the tax authorities or of another arrangement regarding such payment, which is satisfactory to the Company. For avoidance of doubt, the exercise of the 3(i) Awards shall also be subject to the vesting schedule in Section 7.2 and the restrictions stated in Sections 7.2(i) and (ii) of the Plan unless otherwise determined by the Committee.

8.3 The Company may require, as a condition to the grant of the 3(i) Awards, that an Israeli Grantee to whom 3(i) Awards are to be granted, provide a surety or guarantee to the satisfaction of the Company, to secure payment of all taxes which may become due upon the future transfer of his/her Exercised Shares to be issued upon the exercise of his/her outstanding 3(i) Awards.

9. Tax Consequences

Without derogating from and in addition to any provisions of the Plan, any and all tax and/or other mandatory payment consequences arising from the grant or exercise of Awards, the payment for or the transfer or sale of Exercised Shares, or from any other event or act in connection therewith (including without limitation, in the event that the Awards do not qualify under the tax classification/tax track in which they were intended) whether of the Company, an Affiliated Company, the Trustee or the Israeli Grantee, including without limitation any non-compliance of the Israeli Grantee with the provisions hereof, shall be borne solely by the Israeli Grantee. The Company, any applicable Affiliated Company, and the Trustee, may each withhold (including at source), deduct and/or set-off, from any payment made to the Israeli Grantee, the amount of the taxes and/or other mandatory payments of which is required with respect to the Awards and/or Exercised Shares. Furthermore, each Israeli Grantee shall indemnify the Company, the applicable Affiliated Company and the Trustee, or any one thereof, and hold them harmless from any and all liability for any such tax and/or other mandatory payments or interest or penalty thereupon, including without limitation liabilities relating to the necessity to withhold, or to have withheld, any such tax and/or other mandatory payments from any payment made to the Israeli Grantee.

Without derogating from the aforesaid, each Israeli Grantee shall provide the Company and/or any applicable Affiliated Company with any executed documents, certificates and/or forms that may be required from time to time by the Company or such Affiliated Company in order to determine and/or establish the tax liability of such Israeli Grantee.

Without derogating from the foregoing, it is hereby clarified that the Israeli Grantee shall bear and be liable for all tax and other consequences in the event that his/her 102 Trustee Awards and/or the Exercised Shares issued pursuant to the exercise thereof are not held for the entire Restricted Period, all as provided in Section 102.

The Company and/or when applicable the Trustee shall not be required to release any share certificate to an Israeli Grantee until all required payments have been fully made.

10. Currency Exchange Rates

Except as otherwise determined by the Board, all monetary values with respect to Awards granted pursuant to this Sub-Plan, including without limitation the Fair Market Value and the Exercise Price and/or purchase price (if any) of each Award, shall be stated in United States Dollars. In the event that any such price is in fact to be paid in New Israeli Shekels, at the sole discretion of the Board, the conversion rate shall be the last known representative rate of the U.S. Dollars to the New Israeli Shekels on the date of payment.

11. Subordination to the Ordinance

11.1 It is clarified that the grant of the 102 Trustee Awards hereunder is subject to the approval by the ITA of the Plan, this Sub-Plan and the Trustee, in accordance with Section 102.

11.2 Any provisions of Section 102 or Section 3(i) of the Ordinance and/or any of the rules or regulations promulgated thereunder, which is not expressly specified in this Sub-Plan or in the applicable Israeli Award Agreement, including without limitation any such provision which is necessary in order to receive and/or to keep any tax benefit, shall be deemed incorporated into this Sub-Plan and binding upon the Company, any applicable Affiliated Company and the Israeli Grantee.

11.3 With regards to 102 Trustee Award, the provisions of this Sub-Plan and/or the Israeli Award Agreement shall be subject to the provisions of Section 102 and any other provisions set forth in a permit provided by the ITA in connection with the Sub-Plan, if applicable, and the said provisions and permit shall be deemed an integral part of this Sub-Plan and the Israeli Award Agreement.

11.4 The grant of Awards and the issuance of Shares under this Sub-Plan to Israeli Grantees and any applicable Israeli Award Agreements are subject to the applicable provisions of the Ordinance, which shall be deemed an integral part of each, and which shall prevail over any term that is inconsistent therewith.

12. Governing Law

12.1 The Sub-Plan shall be governed by, and construed in accordance with, the laws of the State of Israel. The Israeli Grantees, by accepting Awards in accordance with the Sub-Plan, and the Company submit to the exclusive jurisdiction of the courts of the State of Israel.

NOTICE OF SPECIAL GENERAL MEETING

THE TRENDLINES GROUP LTD.
(Incorporated in Israel)
(Company Registration Number: 513970947)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Special General Meeting (“**SGM**”) of The Trendlines Group Ltd. (the “**Company**”) will be held at **Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Singapore 039593, Level 3, Room 307** on **Thursday, 16 April 2026 at 10:30 a.m. (Singapore time)**, (or immediately after the conclusion or adjournment of the Annual General Meeting of the Company to be held at 10:00 a.m. (Singapore time) on the same day), for the purpose of considering and, if thought fit, approving, without modification, the following resolutions (*capitalised terms not otherwise defined herein shall bear the same meaning ascribed to them in the SGM Circular dated 11 March 2026 issued to the shareholders of the Company (the “Circular”)*):

ORDINARY RESOLUTIONS:

1. To consider and approve the re-election of Ms. Sarit Zeevi to serve as an External Director of the Company.

[RESOLUTION 1]
2. To consider and approve the proposed increase of the Company's registered share capital and consequential amendments to the Articles of Association.

[RESOLUTION 2]
3. To approve the proposed adoption of the amended Compensation Policy.

[RESOLUTION 3]
4. To approve the proposed amendments to the employment agreement of the Company's Chief Executive Officer (“**CEO**”) and special bonus.

[RESOLUTION 4]
5. To approve the proposed CEO Exit Event Bonus Plan (as defined in the Circular) for the financial year ending 31 December 2026.

[RESOLUTION 5]
6. To approve the proposed adoption of the Trendlines Group Ltd. 2015 Global Share Incentive Plan (the “**Share Incentive Plan**”).

[RESOLUTION 6]
7. To approve the proposed grant of authority to offer and grant Options at a discount pursuant to the Share Incentive Plan.

[RESOLUTION 7]
8. To approve the proposed grant of authority to offer and grant RSUs and Performance Based Awards pursuant to the Share Incentive Plan.

[RESOLUTION 8]
9. To approve the proposed grant of RSUs to the Company's CEO under the Share Incentive Plan.

[RESOLUTION 9]

NOTICE OF SPECIAL GENERAL MEETING

ORDINARY RESOLUTION 1

THE PROPOSED RE-ELECTION OF MS. SARIT ZEEVI AS AN EXTERNAL DIRECTOR OF THE COMPANY

That:

1. approval be and is hereby given for the re-election of Ms. Sarit Zeevi as an external director of the Company; and
2. the Directors or any of them be and are hereby authorised to complete and do all such acts and things including, without limitation, executing all such documents and approving any amendments, alterations or modifications to any documents as they or he may consider necessary, desirable or expedient for the purposes of or in connection with and to give full effect to this resolution.

ORDINARY RESOLUTION 2

THE PROPOSED INCREASE OF THE COMPANY'S REGISTERED SHARE CAPITAL AND CONSEQUENTIAL AMENDMENTS TO THE ARTICLES OF ASSOCIATION

That:

1. approval be and is hereby given for the proposed increase of the Company's registered share capital from NIS Fifteen Million (15,000,000) divided into 1,500,000,000 Ordinary Shares, with a nominal (par) value of NIS 0.01 each, to NIS Twenty Five Million (25,000,000) divided into 2,500,000,000 Ordinary Shares, with a nominal (par) value of NIS 0.01 each, and to amend Article 7 of the Company's Articles of Association accordingly; and
2. the Directors or any of them be and are hereby authorised to complete and do all such acts and things including, without limitation, executing all such documents and approving any amendments, alterations or modifications to any documents as they or he may consider necessary, desirable or expedient for the purposes of or in connection with and to give full effect to this resolution.

ORDINARY RESOLUTION 3

THE APPROVAL OF THE PROPOSED ADOPTION OF THE AMENDED COMPENSATION POLICY

That:

1. approval be and is hereby given for the proposed adoption of the Amended Compensation Policy, details of which are set out in the Circular; and
2. the Directors or any of them be and are hereby authorised to complete and do all such acts and things including, without limitation, executing all such documents and approving any amendments, alterations or modifications to any documents as they or he may consider necessary, desirable or expedient for the purposes of or in connection with and to give full effect to this resolution.

ORDINARY RESOLUTION 4

THE APPROVAL OF AMENDMENT TO THE EMPLOYMENT AGREEMENT OF THE COMPANY'S CHIEF EXECUTIVE OFFICER ("CEO") AND SPECIAL BONUS

That:

NOTICE OF SPECIAL GENERAL MEETING

1. approval be and is hereby given for the proposed adjustment to the CEO's base salary and the proposed grant of a special, one-time cash bonus in the amount of US\$100,000 to Mr. Haim Brosh, the Company's CEO, details of which are set out in the Circular; and
2. the Directors or any of them be and are hereby authorised to complete and do all such acts and things including, without limitation, executing all such documents and approving any amendments, alterations or modifications to any documents as they or he may consider necessary, desirable or expedient for the purposes of or in connection with and to give full effect to this resolution.

ORDINARY RESOLUTION 5

THE APPROVAL OF THE PROPOSED CEO EXIT EVENT BONUS PLAN (AS DEFINED HEREIN) FOR THE FINANCIAL YEAR ENDING 31 DECEMBER 2026

That:

1. approval be and is hereby given for the proposed CEO Exit Event Bonus Plan for the financial year ending 31 December 2026, details of which are set out in the Circular; and
2. the Directors or any of them be and are hereby authorised to complete and do all such acts and things including, without limitation, executing all such documents and approving any amendments, alterations or modifications to any documents as they or he may consider necessary, desirable or expedient for the purposes of or in connection with and to give full effect to this resolution.

ORDINARY RESOLUTION 6

THE PROPOSED ADOPTION OF THE TRENDLINES GROUP LTD. GLOBAL SHARE INCENTIVE PLAN (THE "SHARE INCENTIVE PLAN")

That subject to and contingent upon the passing of Ordinary Resolution 7 and Ordinary Resolution 8:

1. approval be and is hereby given for a share incentive scheme to be known as the "Share Incentive Plan", under which awards ("**Awards**") of restricted share units ("**RSUs**"), performance-based equity awards ("**Performance Based Awards**") and share options ("**Options**") will be granted, in consideration for their performance and contribution to the Company, to selected persons eligible for participation ("**Grantees**"), including employees and directors (including executive, non-executive and independent directors) of the Company or any Affiliated Company (including persons who are responsible for or contribute to the management, growth or profitability of, or who provide substantial services to, the Company or any Affiliated Company), to be established and adopted for a period of from the date of approval to 10 November 2035 (both dates inclusive) as described in the Circular, and the Rules of the Share Incentive Plan as set out in Appendix D of the Circular, be and are hereby approved and adopted in substitution for, and to the exclusion of, the existing rules of the Extended 2015 Share Option Plan;
2. the Directors and the Committee of the Company be and are hereby authorised:
 - (a) to implement and administer the Share Incentive Plan;
 - (b) to modify and/or amend the Share Incentive Plan from time to time provided that such modifications and/or alterations are effected in accordance with the provisions of the Share Incentive Plan and to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the Share Incentive Plan; and

NOTICE OF SPECIAL GENERAL MEETING

- (c) to complete and do all such acts and things (including executing such documents as may be required) as they may consider necessary, expedient or desirable to give effect to the transactions contemplated and authorised by this Ordinary Resolution 6 if they think fit and in the interests of the Company.

ORDINARY RESOLUTION 7

THE PROPOSED GRANT OF AUTHORITY TO OFFER AND GRANT OPTIONS AT A DISCOUNT PURSUANT TO THE SHARE INCENTIVE PLAN

That subject to and contingent upon the passing of Ordinary Resolution 6 and Ordinary Resolution 8:

1. approval be and is hereby given for the proposed grant of authority to offer and grant Options under the new Share Incentive Plan (details of which are set out in the Circular) which may, at the discretion of the Committee administering the Share Incentive Plan, be set at a discount not exceeding 20% of the Fair Market Value of the Shares prevailing at the Date of Grant of the respective Options (such Fair Market Value to be determined in accordance with the Rules of the Share Incentive Plan), provided that such discount does not exceed the relevant limits as may be set by the SGX-ST from time to time;
2. the Directors and the Committee of the Company be and are hereby authorised:
 - (a) to offer and grant Option(s) in accordance with the rules of the Share Incentive Plan and to allot and issue and/or transfer from time to time such number of Shares as may be required to be allotted and issued and/or transferred pursuant to the exercise of the Options under the Share Incentive Plan, provided always that the aggregate number of Shares issued and issuable under the Share Incentive Plan (including adjustments made in accordance with Rule 12 of the Share Incentive Plan) (excluding existing Options granted on or before 10 November 2025 under the Extended 2015 Share Option Plan), when added to the number of Share options or awards granted under such other share option scheme or share schemes of the Company, shall not exceed 15.0% of the Company's total number of issued Shares (excluding treasury shares); and
 - (b) to complete and do all such acts and things (including executing such documents as may be required) as they may consider necessary, expedient or desirable to give effect to the transactions contemplated and authorised by this Ordinary Resolution 7 if they think fit and in the interests of the Company.

ORDINARY RESOLUTION 8

THE PROPOSED GRANT OF AUTHORITY TO OFFER AND GRANT RSUS AND PERFORMANCE BASED AWARDS PURSUANT TO THE SHARE INCENTIVE PLAN

That subject to and contingent upon the passing of Ordinary Resolution 6 and Ordinary Resolution 7:

1. approval be and is hereby given for the proposed grant of authority to offer and grant RSUs and Performance Based Awards pursuant to the Share Incentive Plan, details of which are set out in the Circular;
2. the Directors and the Committee of the Company be and are hereby authorised:
 - (a) to offer and grant RSU(s) and Performance Based Award(s) in accordance with the rules of the Share Incentive Plan and to allot and issue and/or transfer from time to time such number of Shares as may be required to be allotted and issued and/or issuable pursuant to the vesting of the RSU(s) and Performance Based Award(s) under the Share Incentive Plan provided always that the aggregate number of Shares to be issued and issuable pursuant to the Share Incentive Plan (including adjustments made

NOTICE OF SPECIAL GENERAL MEETING

in accordance with Rule 12 of the Share Incentive Plan) (excluding existing Options granted on or before 10 November 2025 under the Extended 2015 Share Option Plan), when added to the number of share options or awards granted under such other share option scheme or share schemes of the Company, shall not exceed 15.0% of the Company's total number of issued Shares (excluding treasury shares); and

- (b) to complete and do all such acts and things (including executing such documents as may be required) as they may consider necessary, expedient or desirable to give effect to the transactions contemplated and authorised by this Ordinary Resolution 8 if they think fit and in the interests of the Company.

ORDINARY RESOLUTION 9

THE PROPOSED GRANT OF RSUS TO THE COMPANY'S CEO UNDER THE SHARE INCENTIVE PLAN

That subject to and contingent upon the passing of Ordinary Resolution 6, Ordinary Resolution 7 and Ordinary Resolution 8:

1. approval be and is hereby given for the proposed grant of 18,000,000 RSUs to the CEO under the Share Incentive Plan (as amended from time to time); and
2. the Directors or any of them be and are hereby authorised to complete and do all such acts and things including, without limitation, executing all such documents and approving any amendments, alterations or modifications to any documents as they or he may consider necessary, desirable or expedient for the purposes of or in connection with and to give full effect to this resolution.

BY ORDER OF THE BOARD
OF THE TRENDLINES GROUP LTD.

Sahar Farah
Lee Sock Wei
Joint Company Secretaries

11 March 2026

NOTICE OF SPECIAL GENERAL MEETING

Notes:

1. The SGM is being convened, and will be held physically. Printed copies of this Notice of SGM and the accompanying Proxy Form will be mailed to shareholders.

Printed copy of the Company's SGM Circular dated 11 March 2026 **will not** be mailed to shareholders, instead will be made available to shareholders on the SGXNet at the URL <https://www.sgx.com/securities/company-announcements> and the Company's website at URL <https://www.trendlines.com/>.

Shareholders who wish to request for a printed copy of the Company's SGM Circular dated 11 March 2026 may do so by submitting your request to the Company via email to CompanySecretary@trendlines.com with your full name, contact number and delivery address **no later than Tuesday, 7 April 2026**.

2. A shareholder entitled to attend, speak and vote at the SGM is entitled to appoint a proxy to attend, speak and vote in the shareholder's stead.
3. A proxy need not be a shareholder of the Company.
4. Any shareholder who holds more than one share shall be entitled to appoint a proxy with respect to all or some of its shares or appoint more than one proxy, provided that the instrument appointing a proxy shall include the number of shares with respect to which it was issued and only one proxy shall be appointed with respect to any one share.
5. The Proxy Form must be signed by the appointor or his/her attorney duly authorised in writing.
6. A shareholder of the Company which is a corporation is entitled to appoint its authorised representative or proxy to vote on its behalf. If the appointor is a corporation, the Proxy Form must be executed either under its common seal or under the hand of its duly authorised officer or attorney. A copy of the power of attorney or such other authority must be submitted together with the instrument appointing a proxy.
7. Ordinary Resolutions 1,3,4,5,and 9, shall be deemed adopted if approved by a simple majority of votes of the shareholders which satisfies one of the following conditions: (a) at least a majority of the shares held by all shareholders who are not controlling shareholders (as defined in the Companies Law) or who do not have a personal interest in such resolution (with respect to resolution 1 - other than a personal interest which is not derived from a relationship with a controlling shareholder), present and voting at such meeting (and without including any abstaining votes) or (ii) the total number of shares of non-controlling shareholders (as defined in the Companies Law) and shareholders who do not have a personal interest in such resolution voting against the resolution does not exceed 2.0% of the aggregate voting rights in the Company. **Only shareholders of record at the close of business on 8 April 2026, being the record date for determining those shareholders eligible to vote at the SGM, are entitled to notice of and to vote at the SGM and any postponements or adjournments thereof.**
8. Shareholders who wish to vote at the SGM via a proxy(ies) must submit the accompanying Proxy Form to appoint the proxy(ies) or the Chairman of the SGM as their proxy to cast votes on their behalf.

Shareholders are requested to complete, sign and return the Proxy Form appointing proxy(ies) or corporate representative(s) in accordance with the instructions printed thereon as soon as possible and in any event so as to arrive at the registered office of the Company at T'chelet Street 17, Misgav Industrial Park, 2017400 Israel, or the Company's Singapore Share Registrar and Share Transfer Office, In.Corp Corporate Services Pte. Ltd., 36 Robinson Road #20-01 City House, Singapore 068877, or by e-mail to Mrs. Sahar Farah, Joint Company Secretary, at CompanySecretary@trendlines.com, not less than forty eight (48) hours before the time appointed for the SGM (i.e. **by 10:30 a.m. on Tuesday, 14 April 2026**).

Notwithstanding the above, the Chairman of the SGM shall have the right to waive the time requirement provided above with respect to all instruments of proxies and to accept any and all instruments of proxy until the beginning of the SGM.

9. A member who is a relevant intermediary may appoint more than two (2) proxies. "Relevant intermediary" has the meaning ascribed to it in Section 181 of the Companies Act 1967 of Singapore.

SRS Investors:

- (a) may attend and vote at the SGM if they are appointed as proxies by their SRS Operators. They should contact their SRS Operators if they have any queries regarding their appointment as proxies; or

NOTICE OF SPECIAL GENERAL MEETING

- (b) may appoint the Chairman of the SGM as proxy to vote on their behalf at the SGM, in which case they should give their voting instructions to their SRS Operators at least seven (7) working days before the SGM to in turn submit a proxy form to appoint the Chairman of the SGM to vote on their behalf.

Submission of Questions In Advance of the SGM

Shareholders may submit substantial and relevant questions related to the resolutions to be tabled for approval at the SGM to the Company in advance of the SGM. Such questions must be submitted **no later than Monday, 30 March 2026** via e-mail to Mrs. Sahar Farah, Joint Company Secretary, at CompanySecretary@trendlines.com or by post to the Company's Singapore Share Registrar and Share Transfer Office, In.Corp Corporate Services Pte. Ltd., 36 Robinson Road #20-01 City House, Singapore 068877.

Shareholders who submit questions via email or by post to the Company or the Company's Singapore Share Registrar and Share Transfer Office must provide the following information:

- (i) the Shareholder's full name;
- (ii) the Shareholder's address; and
- (iii) the manner in which the Shareholder holds shares in the Company (e.g. via CDP, SRS or Scrips).

The Company will upload its response to the substantial and relevant questions received in advance of the SGM from shareholders onto SGXNet and the Company's website **on or before 10:30am on 12 April 2026**, being at least 48 hours prior to the proxy form submission deadline for the SGM.

Substantial and relevant questions, including subsequent clarifications sought and/or follow-up questions, which are received from shareholders thereafter, will be addressed by the Company at the SGM itself. Where substantially similar questions are received, the Company will consolidate such questions and consequently not all questions may be individually addressed. The Company's responses to all subsequent questions addressed at the SGM together with the minutes of the SGM, will be posted on the SGXNet and the Company's website within one (1) month after the date of the SGM.

Personal Data Privacy

By submitting an instrument appointing proxy(ies) and/or representative(s) to attend, speak and vote at the SGM and/or any adjournment thereof, a shareholder of the Company or a Depositor, as the case may be, (i) consents to the collection, use and disclosure of the shareholder or Depositor's personal data by the Company (or its agents or service providers) for the purpose of the processing and administration by the Company (or its agents or service providers) of the appointment of proxy(ies) or representative(s) for the SGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the SGM (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the **Purposes**), (ii) warrants that where the shareholder or a Depositor discloses the personal data of the shareholder or Depositor's proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the shareholder or Depositor has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the shareholder or Depositor will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the shareholder or Depositor's breach of warranty.

THE TRENDLINES GROUP LTD.
(Incorporated in Israel)
(Company Registration Number: 513970947)

PROXY FORM

I/We _____
(NRIC / Passport No./ Company Registration No.) _____
of _____ (Address)
being a shareholder/shareholders of The Trendlines Group Ltd. (the "Company"), hereby appoint:

Name	Address	NRIC/Passport Number	Proportion of Shareholdings	
			No. of Shares	%

and/or***

Name	Address	NRIC/Passport Number	Proportion of Shareholdings	
			No. of Shares	%

or failing him/her/them, or the Chairman of the Special General Meeting ("SGM")*** as my/our proxy to attend, speak and to vote for me/us on my/our behalf at the SGM of the Company to be held at Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Singapore 039593, Level 3, Room 307 on Thursday, **16 April 2026 at 10:30 a.m. (Singapore time)** (or immediately after the conclusion or adjournment of the Annual General Meeting of the Company to be held at 10:00 a.m. (Singapore time) on the same day), **and at any adjournment thereof.**

I/We direct my/our proxy/proxies to vote for, against or abstain from voting on the ordinary resolutions to be proposed at the SGM as indicated hereunder. If no specific direction as to voting is given, the proxy/proxies will vote or abstain from voting at his/their discretion, as he/they will on any matter arising at the SGM and at any adjournment thereof.

No.	Ordinary Resolutions	For*	Against*	Abstain*
1.	To consider and approve the re-election of Ms. Sarit Zeevi to serve as an External Director of the Company.			
2.	To consider and approve the proposed Increase of Share Capital and Amendments to Articles of Association.			
3.	To approve the proposed adoption of the amended Compensation Policy.			
4.	To approve the proposed amendments to the employment agreement of the Company's CEO and special bonus.			

5.	To approve the proposed CEO Exit Event Bonus Plan (as defined in the Circular) for the financial year ending 31 December 2026.			
6.	To approve the proposed adoption of the Trendlines Group Ltd. Global Share Incentive Plan (the "Share Incentive Plan").			
7.	To approve the proposed grant of authority to offer and grant Options at a discount pursuant to the Share Incentive Plan.			
8.	To approve the proposed grant of authority to offer and grant RSUs and Performance Based Awards pursuant to the Share Incentive Plan.			
9.	To approve the proposed grant of RSU to the Company's CEO under the Share Incentive Plan.			

* If you wish to exercise all your votes "For" or "Against" or "Abstain", please tick "✓" or "X" within the box provided. Alternatively, please indicate the number of votes as appropriate.

By executing this proxy form, the undersigned hereby confirms and declares that he, she, or it is not a controlling shareholder or does not have a "personal interest" in any of the above resolutions (with respect to resolution 1 - excluding a personal interest which is not derived from a relationship with a controlling shareholder), except if he, she, or it has notified the Company in writing ("Notification"). This Notification will serve to examine votes under the special/ disinterested majority in advance; otherwise, in the approval of any of the above resolutions.

If the undersigned is a controlling shareholder or has such "personal interest" in any of the above resolutions, please notify the Company immediately in writing via e-mail to Mrs. Sahar Farah, Joint Company Secretary, at CompanySecretary@trendlines.com or by post to the Company's Singapore Share Registrar and Share Transfer Office, In.Corp Corporate Services Pte. Ltd., 36 Robinson Road #20-01 City House, Singapore 068877.

For the avoidance of doubt, each shareholder, including controlling shareholders or shareholders who have personal interest at the record date, is allowed to vote on all the ordinary resolutions at the SGM.

Dated this _____ day of _____ 2026.

Signature(s) of shareholder(s)/Common Seal of corporate shareholder

Total No. of Shares Held

IMPORTANT

PLEASE READ NOTES OVERLEAF BEFORE COMPLETING THIS PROXY FORM

Notes:

1. Please insert the total number of Shares held by you. If you have Shares entered against your name in the Depository Register, you should insert that number. If you have Shares registered in your name in the Shareholders Register of the Company, you should insert that number. If you have Shares entered against your name in the Depository Register and Shares registered in your name in the Shareholders Register, you should insert the aggregate number. If no number is inserted, this form of proxy will be deemed to relate to all the Shares held by you. Where you appoint more than one proxy, the appointments shall be invalid unless you specify the shareholding (expressed as a percentage of the whole) to be represented by each proxy.
2. A shareholder who wishes to submit an instrument of proxy must complete, sign the proxy form and return it in accordance with the instructions printed thereon as soon as possible and in any event so as to arrive at the registered office of the Company at 17 T'chelet Street, Misgav Industrial Park, 2017400 Israel or the Company's Singapore Share Registrar and Share Transfer Office, In.Corp Corporate Services Pte. Ltd., 36 Robinson Road #20-01 City House, Singapore 068877, or by e-mail to Mrs Sahar Farah, Joint Company Secretary, at CompanySecretary@trendlines.com not less than forty eight (48) hours before the time appointed for the SGM (i.e. **by 10:30 a.m. on 14 April 2026**).

Notwithstanding the above, the Chairman of the SGM shall have the right to waive the time requirement provided above with respect to all instruments of proxies and to accept any and all instruments of proxy until the beginning of the SGM.

Shareholders are strongly encouraged to submit completed proxy forms electronically via email.

3. Where a shareholder (whether individual or corporate) appoints the Chairman of the SGM as his/her/its proxy, he/she/it should give specific instructions as to voting, or abstentions from voting, in respect of a resolution in the form of proxy. If there is no specific instruction as to voting or abstentions from voting in respect of a resolution in the form of proxy, the appointment of the Chairman of the SGM as proxy for that resolution will be treated as invalid
4. A member who is not a relevant intermediary is entitled to appoint not more than two (2) proxies to attend, speak and vote on his/her/its behalf at the SGM. Shareholders who holds more than one share shall be entitled to appoint a proxy with respect to all or some of his/her/its Shares or appoint more than one proxy, provided that the instrument appointing a proxy shall include the number of Shares with respect to which it was issued and only one proxy shall be appointed with respect to any one share.
5. A member who is a relevant intermediary may appoint more than two (2) proxies. "Relevant intermediary" has the meaning ascribed to it in Section 181 of the Companies Act 1967 of Singapore.

SRS Investors:

- (a) may attend and vote at the SGM if they are appointed as proxies by their SRS Operators. They should contact their SRS Operators if they have any queries regarding their appointment as proxies; or
 - (b) may appoint the Chairman of the SGM as proxy to vote on their behalf at the SGM, in which case they should give their voting instructions to their SRS Operators at least seven (7) working days before the SGM to in turn submit a proxy form to appoint the Chairman of the SGM to vote on their behalf.
6. A proxy need not be a shareholder of the Company.
 7. The instrument of proxy shall be duly signed by the appointer or his duly authorized attorney or, if such appointer is a company or other corporate body, under its common seal or stamp or the hand of its duly authorized signatory(ies), agent(s) or attorney(s). The Board may demand that the Company be provided with written confirmation, to its satisfaction, that the signatory(ies), agent(s) or attorney(s) have the authority to bind the corporate body of the appointing Shareholder.
 8. The Company shall be entitled to reject an instrument of proxy which is incomplete, improperly completed, illegible or where the true intentions of the appointer are not ascertainable from the instructions of the appointer specified on the instrument of proxy. In addition, in the case of Shares entered in the Depository Register, the Company may reject an instrument of proxy if the Shareholder, being the appointer, is not shown to have Shares entered against his/her name in the Depository Register as **at the close of business on 8 April 2026, being the record date for determining those shareholders eligible to vote at the SGM**, as certified by the CDP.
 9. Completion and return of the Proxy Form shall not preclude a shareholder from attending, speaking and voting at the SGM. Any appointment of a proxy or proxies shall be deemed to be revoked if a shareholder attends the SGM, and in such event, the Share Registrar reserves the right to refuse to admit any person or persons appointed under the Proxy Form, to the SGM.
 10. The Companies Law requires each Shareholder voting on the proposed ordinary resolutions 1, 3, 4, 5 and 9 to actively notify the Company if he/she/it is a controlling shareholder or has a personal interest in such proposed resolutions. Otherwise, by executing this Proxy Form, a Shareholder confirms and declares that he/she/it does not have a controlling or personal interest in the approval of any of the proposed resolutions. For a complete discussion regarding control and personal interest, and how to indicate whether you are a controlling shareholder or have personal interest in these proposed resolutions, please refer to Section 13.3 of the Circular dated 11 March 2026, entitled "Abstention from Voting".

Personal Data Privacy

By submitting an instrument appointing proxy(ies) and/or representative(s) to attend, speak and vote at the SGM and/or any adjournment thereof, a shareholder of the Company or a Depositor, as the case may be, (i) consents to the collection, use and disclosure of the shareholder or Depositor's personal data by the Company (or its agents or service providers) for the purpose of the processing and administration by the Company (or its agents or service providers) of the appointment of proxy(ies) or representative(s) for the SGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the SGM (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the **Purposes**), (ii) warrants that where the shareholder or a Depositor discloses the personal data of the shareholder or Depositor's proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the shareholder or Depositor has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the shareholder or Depositor will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the shareholder or Depositor's breach of warranty.