

EXOSENS

“EXOSHARE” 2025 EMPLOYEE SHAREHOLDING PLAN

ISRAELI ADDENDUM

1. Purpose of the Addendum: This Israeli Addendum (the “**Addendum**”) shall form an integral part of the Employee Shareholding Plan “ExoShare” (the “**Plan**”) of Exosens (together with its subsidiaries, the “**Company**”), and it shall apply only to employees who are deemed residents of the State of Israel for the purpose of Israeli tax laws (“**Israeli Beneficiaries**”).

This Addendum supplements the Plan so that it shall comply with the requirements of the Israeli Tax Ordinance and Section 102 (as defined below).

The Plan and this Israeli Addendum are complementary to each other and shall be read and deemed as one. Any requirements provided in this Addendum shall be in addition to the requirements provided in the Plan. In the event of conflict, whether explicit or implied, between the provisions of the Plan and this Addendum, pertaining to tax, the latter shall govern and prevail with respect to the issuance of Shares to Israeli Beneficiaries.

2. Definitions:

- 2.1. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meaning in this Addendum.
- 2.2. For the purposes of this Addendum, the following terms shall have the meaning ascribed thereto as set forth below:
 - (a) “**Additional Rights**” means any distribution of rights, including an issuance of bonus shares granted in connection with the Shares .
 - (b) “**Affiliate(s)**” means a present or future company that either (i) controls the Company or is controlled by the Company; or (ii) is controlled by the same person or entity that controls the Company, provided that such company is an “employing company” within the meaning of Section 102(a) of the Tax Ordinance.
 - (c) “**Controlling Shareholder**” has the meaning ascribed to it in Section 32(i) of the Tax Ordinance.
 - (d) “**Employee**” With regard to Section 102 Trustee Awards and Section 102 Non-Trustee Awards (as defined below), any Israeli Beneficiary who is employed by an the Company or an Affiliate, including individuals who are engaged personally (and not through an entity) as directors), of the Company or any Affiliate of the Company, but excludes any person who is a Controlling Shareholder prior to and/or after the issuance of the Shares.
 - (e) “**Fair Market Value**” solely for the purpose of determining the tax liability with respect to the grant of Capital Gain Award through a Trustee

(as defined below), shall be determined in accordance with the provisions of Section 102(b)(3) of the Tax Ordinance.

- (f) **“ITA”** means the Israeli Income Tax Authorities.
- (g) **“Lock-up Period”** means the period during which the Trustee shall hold on behalf of the Israeli Beneficiary, or oversee the Shares in accordance with the terms and conditions of Section 102, pursuant to the Company’s Section 102(b) Route Election, as applicable, and the Rules, and any Tax Ruling, if applicable.
- (h) **“Offering”** means, collectively, the Plan, this Addendum and any other document or form stipulated in connection therewith.
- (i) **“Rules”** means the Income Tax Rules (Tax Benefits in Share Issuance to Employees) 5763-2003.
- (j) **“Section 102”** means Section 102 of the Israeli Income Tax Ordinance [New Version], 1961, after amendment 132 and the Income Tax Rules (Tax Relief upon the Allotment of Shares to Employees), 2003, and any regulations, rules, orders or procedures promulgated thereunder, all as amended.
- (k) **“Section 102 Trustee Award”** means a Share intended to qualify, under the provisions of Section 102(b) of the Tax Ordinance (including the Section 102(b) Route Election), as either:
 - i. **“Ordinary Income Award Through a Trustee”** for the special tax treatment under Section 102(b)(1) the “Ordinary Income Route”; or
 - ii. **“Capital Gain Award Through a Trustee”** for the special tax treatment under Section 102(b)(2) and 102(b)(3) the “Capital Route”.
- (l) **“Section 102(b) Route Election”** means the right of the Company to choose either the “Capital Route” (as set under Section 102(b)(2)), or the “Ordinary Income Route” (as set under Section 102(b)(1)), subject to the provisions of Section 102(g) of the Tax Ordinance.
- (m) **“Section 102 Non-Trustee Award”** means a Share issued to an Israeli Beneficiary not through a trustee under the terms of Section 102(c) of the Tax Ordinance.
- (n) **“Shares”** means the Exosens purchased shares and/or the Exosens shares issued under the Matching Contribution.
- (o) **“Tax Ordinance”** means the Israeli Income Tax Ordinance (New Version), 1961.
- (p) **“Tax Ruling”** shall mean any ruling or authorization which the Company, at its sole and absolute discretion, may obtain from the ITA in connection with the Plan, the Trustee or the Shares issued thereunder, including any terms and conditions and restrictions set forth therein.

- (q) **“Trustee”** means a person or an entity approved in accordance with the provisions of Section 102, to hold in trust on behalf of the Israeli Beneficiaries the Shares, as well as all Additional Rights granted in connection therewith, in accordance with the provisions of Section 102, as may be replaced from time to time subject to the provisions of Section 102.
- (r) **“Trust Agreement”** means a written agreement between the Company and the Trustee, which sets forth the terms and conditions of the trust and is in accordance with the provisions of Section 102.

3. Administration:

With regard to this Addendum, the Company’s authorized representative –Mr Jérôme Cerisier, CEO of Exosens, shall have full power and authority to: (i) designate Shares issued to Israeli Beneficiaries as Section 102 Trustee Awards, Section 102 Non-Trustee Awards or Section 3(i) Awards; (ii) make a Section 102(b) Route Election; (iii) adapt the forms of Offering to include provisions regarding the issuance of Shares to Israeli Beneficiaries in accordance with this Addendum and any applicable law; and (iv) determine any other matter and execute any document which is necessary or desirable for, or incidental to, the administration of the Addendum and the issuance of Shares hereunder, including without limitation the appointment of a Trustee, the execution of a Trust Agreement and any other document necessary for submission of the Plan and this Addendum to the ITA, including, if so decided by the Administrator at its sole discretion, the filing of a Tax Ruling.

4. Eligibility:

Subject to the terms and conditions of the Plan, Section 102 Trustee Awards and Section 102 Non-Trustee Awards may be granted only to Israeli Beneficiaries who are Employees of the Company or an Affiliate.

5. Issuance of Shares:

Shares issued under this Addendum to Israeli Beneficiaries who are Employees are intended to qualify as Section 102 Trustee Awards. Accordingly, no Section 102 Trustee Awards shall be deemed granted under this Addendum, unless and until the Company’s Section 102(b) Route Election is appropriately filed with the ITA before the first date of grant of Section 102 Trustee Award. The Section 102(b) Route Election shall obligate the Company in accordance with the provisions of Section 102(g) of the Tax Ordinance. For avoidance of doubt, it is clarified that the Company does not obligate itself to file a Section 102(b) Route Election, and in any case, such Section 102(b) Route Election shall be at the sole discretion of the Company. It is further clarified that such Section 102(b) Route Election shall not prevent the Company from granting Section 102 Non-Trustee Awards simultaneously.

6. Trustee:

- 6.1. Section 102 Trustee Awards which shall be granted under the Addendum shall be issued to and in the name of the Trustee who shall hold the same in trust for the benefit of the Israeli Beneficiaries at least during the applicable Lock-up Period. Upon the expiration of the Lock-up Period and subject to any further period included in the Plan and/or in the Offering, the Trustee may release Section 102

Trustee Awards only after the Israeli Beneficiary's full payment of his or her tax liability in connection therewith due pursuant to the Tax Ordinance and the Rules and any applicable Tax Ruling.

- 6.2. Notwithstanding the above, in the event that an Israeli Beneficiary shall elect to release Section 102 Trustee Awards or the Shares underlying such Awards prior to the expiration of the Lock-up Period, the sanctions under Section 102 shall apply to and shall be borne solely by such Employee, including the payment of any social security amounts to be borne by the Company.
- 6.3. Any Additional Rights distributed to Israeli Beneficiaries shall be deposited with and/or issued to the Trustee for the benefit of the Israeli Beneficiaries and shall be held by the Trustee for the applicable Lock-up Period in accordance with the provisions of Section 102 and the Rules and any applicable Tax Ruling.
- 6.4. As a condition to the grant of any Section 102 Trustee Awards, the Israeli Beneficiaries shall provide the Company with a written undertaking and confirmation pursuant to which the Israeli Beneficiary confirms that he/she is aware of the provisions of Section 102 and the applicable Section 102(b) Route Election and agrees to the provisions of the Trust Agreement (including the ancillary trust note thereto) between the Company and the Trustee and agrees to comply with the Tax Ordinance, the Rules and the provisions of the Trust Agreement and any applicable Tax Ruling, and undertakes not to release, by sale or transfer, the Section 102 Trustee Awards and all rights attached thereto (including Additional Rights) prior to the lapse of the applicable Lock-up Period. The Israeli Beneficiary shall not be entitled to sell or release from trust the Section 102 Trustee Awards, nor any right attached thereto (including Additional Rights), nor to request the transfer or sale of any of the same to any third party, before the lapse of the Lock-up Period. The Israeli Beneficiary shall further agree to exempt the Company and the Trustee from any liability in respect of any action or decision duly taken and bona fide executed in relation with the Plan, the Addendum and any Section 102 Trustee Awards or other rights received in connection therewith.
- 6.5. For as long as the Trustee holds Section 102 Trustee Awards in trust for the benefit of the Israeli Beneficiaries, the Trustee shall not use the voting rights vested in such Section 102 Trustee Awards and shall not exercise such rights in any way whatsoever. In the event the right to vote such Section 102 Trustee Awards is held by the Trustee pursuant to Section 102, then the Trustee shall execute a voting proxy in such form as may be prescribed by the Administrator, subject to the provisions of Section 102.
- 6.6. Notwithstanding the above, to the extent allowed under the Tax Ordinance and/or the ITA guidance or any applicable Tax Ruling, the trustee may supervise the 102 Trustee Awards rather than holding such awards, and the provisions of this Section 6 shall be adjusted *mutatis mutandis*.
7. The Company may grant Section 102 Trustee Awards only after the passage of thirty (30) days following the delivery to the ITA, of a request for approval of the Plan and the Addendum as well as the Trustee according to Section 102, or after a shorter period, if approved by the ITA. Notwithstanding the above, if within ninety (90) days following the delivery of such request, the tax officer notifies the Company of its decision not to approve the Plan and/or the Addendum, the Shares, which were intended to be granted as Section

102 Trustee Awards, shall be deemed to be Section 102 Non-Trustee Awards, unless otherwise was approved by the tax officer.

8. Tax Consequences:

- 8.1. Any tax consequences arising from the grant or issuance of a Share or from any other event or act (of the Israeli Beneficiary, the Company, its Affiliate or the Trustee) hereunder, shall be borne solely by the Israeli Beneficiary. The Company and/or its Affiliates and/or the Trustee shall withhold all applicable taxes according to the requirements under the Tax Ordinance, the Rules, any applicable Tax Ruling and any other applicable laws, rules, and regulations, including withholding taxes at source. The Company and/or the Trustee shall not be required to release any Shares until all required payments have been fully made.
- 8.2. The Company may require, as a condition to the grant and issuance of the Shares, that an Israeli Beneficiary provide a security 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 Shares to be issued under the Plan.
- 8.3. Furthermore, the Israeli Beneficiary shall agree to indemnify the Company and/or its Affiliates and/or the Trustee and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any Shares issued to the Israeli Beneficiary.
- 8.4. To the extent that Section 102 and/or the tax officer's approval and/or any Tax Ruling require the Plan and/or this Addendum and/or other Offering documents to contain specified provisions in order to qualify the Shares for the tax treatment under Section 102, such provisions shall be deemed to be stated herein and/or in the Offering, as applicable, and to be binding upon the Company, any Affiliate and the Israeli Beneficiary.
- 8.5. The provisions in the Plan relating specifically to the tax status of Shares granted to non-Israeli Beneficiaries, if any, shall not apply to Shares issued under this Israeli Addendum.

9. Subordination to the Ordinance:

The Offering documents, the Plan, this Addendum and any applicable agreements are subject to the applicable provisions of Section 102(b) of the Tax Ordinance, which shall be deemed an integral part of each, and which shall prevail over any term that is inconsistent therewith. If any term or provision of the Plan is inconsistent with the provisions of Section 102(b) of the Tax Ordinance and the Section 102(b) Route Election made by the Company, such provision shall be deemed omitted from the Plan with respect to the grants made under this Addendum to the Israeli Beneficiaries.

10. Additional Documents:

Israeli Beneficiaries may be required to execute, in addition to the Offering documents, any and all other documents required by the Company or any Affiliate (including without limitation any customary documents and undertakings towards the Trustee, if applicable, and/or any tax authorities). Notwithstanding anything to the contrary in the Plan or in this Addendum, no Shares shall be issued to Israeli Beneficiaries unless all documents

required by the Company or any Affiliate to be signed by the Israeli Beneficiary prior to or upon the issuance or grant of such Share, shall have been duly signed and delivered to the Company or such Affiliate.

11. Non-Transferability:

Notwithstanding anything in the Plan to the contrary, with regard to Section 102 Trustee Awards, as long as such Shares are held by the Trustee on behalf of the Israeli Beneficiary, all rights of the Israeli Beneficiary with respect thereto are personal and cannot be transferred, assigned, pledged or mortgaged, other than by will or by the laws of descent and distribution.

12. Governing Law:

Solely for tax purposes, this Addendum and all instruments issued thereunder or in connection therewith shall be governed by and construed and enforced solely and exclusively in accordance with the applicable laws of the state of Israel, without giving effect to the principles of conflict of laws.

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