

**STRAUSS GROUP LTD.**  
**(The “Company”)**

November 26, 2025

Messrs.  
Israel Securities Authority  
Via MAGNA

Messrs.  
The Tel Aviv Stock Exchange Ltd.  
Via MAGNA

Dear Sir/Madam:

**Re: Immediate Report Regarding the Convening of a Special General Meeting of the Company**

In accordance with the provisions of the Companies Law, 1999 (the “**Companies Law**”), the Securities Regulations (Periodic and Immediate Reports), 1970 (the “**Reporting Regulations**”), the Companies Regulations (Written Votes and Position Statements), 2005 (the “**Voting Regulations**”), the Companies Regulations (Notice and Announcement of General Meetings and Class Meetings in Publicly Owned Companies and Addition of an Item to the Agenda), 2000 (the “**Notice and Announcement Regulations**”) and the Securities Regulations (Private Offering of Securities in a Listed Company), 2000 (the “**Private Offering Regulations**”), an Immediate Report is hereby submitted regarding the convening of a Special General Meeting of Shareholders of the Company on Thursday, January 1, 2026 at 3:00 p.m., at the offices of the Company at 49 Hasivim Street, Petach Tikva (the “**Meeting**”).

**1. Item on the Agenda and Proposed Resolution**

Approval of the award of equity compensation to the Company CEO, Mr. Shai Babad, and approval of an updated cap on the CEO’s annual incentive, as described in section 2 of the convening report below.

**Proposed resolution: “To approve the grant of equity compensation to the Company CEO, Mr. Shai Babad, and to approve an updated cap on the CEO’s annual incentive, as set forth in section 2 of the convening report”.**

**2. Additional Information Regarding the Update of the Company CEO’s Terms and Conditions of Employment**

2.1 The Company CEO, Mr. Shai Babad, has served in this position since December 2022.

For the principal terms and conditions of Mr. Babad’s office and employment, see Regulation 21 in the 2024 Periodic Report (published on March 25, 2025, reference no. 2025-01-019985), and also the Immediate Report regarding the results of the meeting held on March 27, 2025 (reference no. 2025-01-011261) and the Immediate Report regarding the convening of a meeting, dated July 8, 2025 (reference no. 2025-01-050287).

2.2 Since three years have passed since the date of approval of the grant of warrants to Mr. Babad (approved by the Board of Directors on November 6, 2022, and by the General Meeting in January 2023) as part of the approval of his terms and conditions of office upon his appointment, and following the full vesting of all warrants that were granted, as well as for the reasons enumerated below, the Remuneration Committee and the Board of Directors of the Company have approved an additional grant of warrants to Mr. Babad and have also approved an updated cap on the CEO’s annual incentive, in such manner that the CEO’s total annual incentive shall not exceed an amount equal to 12 monthly base salaries (gross) (replacing the previous cap of 15 monthly base salaries (gross)).

For clarity, all other terms and conditions of Mr. Babad's office and employment shall remain unchanged.

- 2.3 Following are the main terms and conditions of Mr. Babad's proposed equity compensation (including the information required under the Securities Regulations (Private Offering of Securities in a Listed Company), 2000):

- 2.3.1 Proximate to approval by the General Meeting, the Company shall allot to the CEO, for no consideration, a total of 750,000 warrants, exercisable for 750,000 ordinary shares of the Company of NIS 1 par value each, at the exercise price and under the terms set forth below. This allotment is within the framework of the Group's ESOP for senior employees. For clarity, as of the date of this report and prior to the allotment contemplated herein, the CEO holds 487,096 warrants granted under the General Meeting's approval of January 2023, which, on the date of this convening report, have fully vested.
- 2.3.2 The Grantee: The Grantee in the material private offering is the Company CEO, Mr. Shai Babad, who he is an employee of the Company (and a party to an employment relationship with the Company). The Grantee is a directly interested party in the Company by virtue of his office as the Company's CEO. He is not an "interested non-controlling shareholder" (within the meaning of this term in the Companies Law) of the Company, and will not become an "interested non-controlling shareholder" as a result of the allotment contemplated in this report.
- 2.3.3 Percentage of voting rights and issued capital: Under the theoretical assumption that all warrants are exercised so that each warrant is converted into a Company share, the underlying shares would represent 0.64% of the issued and paid-up share capital of the Company and the voting rights therein (excluding treasury shares) (1% on a fully diluted basis, assuming exercise of all warrants held by the Grantee). **It is emphasized that according to the terms and conditions of the ESOP, in practice, upon exercise of the warrants the CEO will not be allotted all of the underlying shares resulting from the exercise, but will receive only shares of a number that reflects the value of the benefit component arising from the warrants**, which is equivalent to the amount resulting from one of the following calculations, based on the Grantee's notice of exercise: (i) if the Grantee has given a notice of exercise in which a minimum exercise price is specified ("Limit Order") – the number of shares allotted shall be the difference between the minimum exercise price stated in the order and the exercise price, multiplied by the number of warrants in respect of which the notice of exercise was given and divided by the minimum exercise price; (ii) if the Grantee has not specified a Limit Order, the number of shares allotted shall be the difference between the closing price of an ordinary share on the last trading day prior to the exercise date ("Market Price") and the exercise price, multiplied by the number of warrants in respect of which the notice of exercise was given and divided by the Market Price. In addition, since upon exercising the warrants, the Grantee will be required to pay the par value for all underlying shares allotted to him, the CEO will be allotted additional shares of a number that, in addition to the benefit component, also reflects payment of the par value that the Grantee will be required to pay.
- 2.3.4 Exercise price: The exercise price of each warrant is NIS 98.36, determined based on the average closing price of the Company's share on the Tel Aviv Stock Exchange over the 30 trading days preceding the date of the Board of Directors' approval of the allotment (i.e., November 25, 2025), plus a 6.2% premium. However, as noted above, the warrants will be exercised on a cashless basis, and the number of underlying shares

allotted will reflect the value of the benefit component arising from the warrants that were exercised, as calculated on the exercise date<sup>1</sup>.

- 2.3.5 **Vesting period:** The CEO's entitlement to the underlying shares will vest in three (3) tranches (commencing on the date of the board resolution), the first on November 25, 2026, the second on November 25, 2027, and the third on November 25, 2028 (one-third of the warrants in each tranche).
- 2.3.6 **Expiration and exercise period:** Warrants that are not exercised by November 25, 2029 (in respect of each tranche) will expire and will no longer confer any rights.
- 2.3.7 **Provisions relating to the vesting of equity compensation and exercise period upon termination:** As described in section 9 of the Remuneration Policy, in the event of termination of employment (other than termination by the Company in circumstances permitting dismissal without severance pay under applicable law) the Company may, with the approval of the Remuneration Committee and the Board of Directors, determine that the CEO is entitled to early vesting of equity compensation as follows: (1) full acceleration of the vesting period in the event of death, incapacitation, for medical reasons, or if the Company's shares are delisted; (2) acceleration of the vesting of the upcoming tranche that has not yet vested in the event of a change of control of the Company (including as a result of a merger).

Additionally, the Company may, with the approval of the Remuneration Committee and the Board of Directors, extend the exercise period for equity compensation as defined in the equity compensation plan (which is 180 days as of the date of approval of the Policy) for an additional period of up to 180 days.

- 2.3.8 The warrants shall not be listed for trading on the Tel Aviv Stock Exchange Ltd. (the "TASE"). The underlying shares shall be registered in the name of the nominee company<sup>2</sup> and shall be listed for trading on the TASE subject to the receipt of approval from the TASE.
- 2.3.9 The underlying shares shall rank *pari passu* in all respects with the existing ordinary shares of NIS 1 par value in the Company's share capital.

2.3.10 **Adjustments to the exercise price or conversion ratio**

- 2.3.10.1 If the Company distributes bonus shares to shareholders after the grant of the warrants to the Grantee but before they are exercised, the Grantee's rights will be adjusted so that, immediately following the record date for the bonus share distribution, the number of underlying shares resulting from the exercise of the warrants to which the Grantee is entitled will be increased or decreased by the number of shares of the same class that the Grantee would have been entitled to as bonus shares, had the warrants (not yet exercised) been converted.
- 2.3.10.2 The conversion ratio of each warrant into underlying shares shall be adjusted on a pro rata basis in the event of any consolidation or split of the Company's shares into shares of a different par value, occurring after the record date but before the exercise date.
- 2.3.10.3 If the Company issues rights to holders of ordinary shares after the record date but before the exercise date, the exercise price of any unexercised warrants shall be reduced by an amount equivalent to the theoretical ex-

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<sup>1</sup> Conditional exercise (short sale), in accordance with the Company's ESOP.

<sup>2</sup> As of the date of this report, the Tel-Aviv Stock Exchange Nominee Company Ltd.

rights value resulting from the rights issue. For this purpose, the “theoretical ex-rights value” refers to the difference between the price of the share on the TASE used, according to the rights issue prospectus, as the basis for calculating the ex-rights share price quoted in the prospectus, and the ex-rights price of the share, as stated in the prospectus.

- 2.3.10.4 If the Company pays a cash dividend and the record date determining a shareholder's entitlement to receive the dividend occurs before the exercise date of the warrants, the Grantee's rights shall be preserved for the entire validity period of the warrants. Accordingly, the exercise price of the warrants shall be reduced by an amount equal to 100% of the dividend per share declared, linked to the Consumer Price Index (CPI) from the Index known on the dividend record date until the most recently known Index on the exercise date (for example, if the Company declares a dividend of NIS 1 per share, the exercise price shall be reduced by NIS 1, linked to the CPI as described above).
- 2.3.11 The allotment constitutes a “Substantial Private Offering”, as defined in Regulation 1 of the Private Offering Regulations.
- 2.3.12 Consideration: As noted, the warrants are granted to the CEO for no consideration, as part of the terms and conditions of his employment with the Company. For information on the exercise price, see section 2.3.4 above. For information on the method used to determine the consideration and the rationale and explanations of the Board of Directors, see section 2.7 below.
- 2.3.13 Fair value of the warrants: The fair value of the warrants on the date of approval of the allotment by the Board of Directors was calculated using the Black-Scholes model and was estimated at an average of NIS 16.67 per warrant. The main assumptions used in determining the fair value are as follows: share price – NIS 91.90; annual standard deviation – 24.41% for the first tranche, 25.17% for the second tranche, and 25.16% for the third tranche; risk-free interest rate – 3.72%-3.75%; exercise price – NIS 98.36; expected dividend yield – 0; and expected life of the warrants – 2.24-3.41 years.
- 2.3.14 Fair value cap of the equity compensation on the grant date: It is noted that, in accordance with the Remuneration Policy, the cumulative annual fair value of the CEO's equity award on the grant date – estimated based on the total economic value on the grant date, divided equally by the number of years until full vesting – shall not exceed 200% of the CEO's annual base salary plus the “target incentive” (the incentive payable on achieving 100% of the targets). All of the above is in accordance with the updated cap submitted for approval by the Meeting, as described in section 2.2 above.
- 2.3.15 Personal interest of a substantial shareholder or officer of the Company: To the best of the Company's knowledge, no substantial shareholder or officer of the Company, other than the Grantee CEO, has a personal interest in the approval of the allotment or in the consideration for the allotment.
- 2.3.16 Agreements between the Grantee CEO and shareholders: To the best of the Company's knowledge and based on inquiries conducted prior to the grant, there are no agreements, whether in writing or oral, between the CEO and any shareholder of the Company, or between the CEO and any other party, regarding the purchase or sale of securities of the Company or regarding the voting rights therein.

- 2.3.17 Approvals required for the allotment of the securities offered and the grant date: The allotment of the warrants to the CEO in accordance with this report has been approved by the Remuneration Committee and the Board of Directors of the Company. The allotment of the securities offered pursuant to this report is subject to the approval of the General Meeting convened hereunder and requires the approval of the TASE for the listing of the underlying shares for trading. The Company will submit a request to the TASE accordingly.
- 2.3.18 Impediments or restrictions on the execution of transactions in the securities offered: Restrictions on the sale of the securities offered during trading on the TASE shall apply to the Grantee in accordance with the provisions of Section 15C(1)(a) of the Securities Law and the provisions of the Securities Regulations (Details with Regard to Sections 15A and 15C of the Law), 2000. In addition, restrictions under the provisions of Section 102 of the Income Tax Ordinance shall also apply.
- 2.3.19 Information regarding the Company's share capital: The authorized share capital of the Company as of the date of this report is NIS 150,000,000, comprising 150,000,000 ordinary shares of NIS 1 par value each. Of said authorized share capital, as of the date of this report NIS 116,665,760 ordinary shares of the Company have been issued and paid-up (not including 867,940 treasury shares held by the Company).
- 2.3.20 Below is a breakdown of the Grantee's holdings, the holdings of interested parties in the Company, and the holdings of all other shareholders in the Company's issued and paid-up share capital (voting rights and capital, excluding treasury shares), to the best of the Company's knowledge, on or about the publication date of this report:

Shareholder	Number and percentage of holdings in the Company's issued and paid-up share capital and voting rights, <u>prior to the allotment of the securities offered under this report, excluding treasury shares</u>		Number and percentage of holdings in the Company's issued and paid-up share capital and voting rights, assuming that the <u>Grantee (only)</u> exercises all of the securities offered under this report, excluding treasury shares <sup>(1)</sup>		Number and percentage of holdings in the Company's issued and paid-up share capital and voting rights, assuming <u>full dilution</u> (i.e., the exercise of all of the Company's outstanding convertible securities), excluding treasury shares <sup>(2)</sup>	
	Number of shares/ (warrants)	% of capital and voting rights	Number of shares	% of capital and voting rights	Number of shares	% of capital and voting rights
Strauss Holdings Ltd.	59,479,131	50.98	59,479,131	50.66	59,479,131	48.10
Strauss Group Ltd.	867,940	-	867,940	-	867,940	-
Clal Insurance Enterprises Holdings Ltd. – Provident Funds and Provident Fund Management Companies	6,503,056	5.57	6,503,056	5.54	6,503,056	5.26
Clal Insurance Enterprises Holdings Ltd. – Nostro	74,606	0.06	74,606	0.06	74,606	0.06
Migdal Life Insurance – Participating Accounts	6,352,227	5.44	6,352,227	5.41	6,352,227	5.14
Migdal Mutual Trust Fund Management Companies	826,890	0.71	826,890	0.70	826,890	0.67
Shai Babad (Grantee)	(487,096 warrants awarded in a prior grant and currently held by the Grantee)	-	750,000 warrants to be awarded hereunder (excluding the exercise of 487,096 warrants currently held by the Grantee)	0.64	1,237,096 warrants (assuming the exercise of all warrants held by the Grantee, including the warrants hereunder)	1.00
Other shareholders (including employees who are not interested parties)	43,429,850	37.23	43,429,850	36.99	49,174,583	39.77

<b>Total share capital of the Company excluding treasury shares</b>	116,665,760	100.00	117,415,760	100.00	123,647,589	100.00
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<sup>(1)</sup> It is emphasized that in accordance with the ESOP, upon exercise of the warrants, the CEO will not be allotted all of the underlying shares, but will receive only shares of a number that reflects the value of the benefit component arising from the warrants. **Accordingly, in practice, the number of shares allotted upon exercise of the warrants will be lower than the number stated above, and the corresponding percentage of holdings in the Company's capital and voting rights will also be lower than that stated above (for further details, see sections 2.3.3-2.3.4 above).**

<sup>(2)</sup> **Full dilution** is calculated under the theoretical assumption of the full exercise of 6,231,829 non-marketable warrants granted to senior employees of the Group (including 487,096 warrants granted to Mr. Babad), as well as the full exercise of the 750,000 warrants to be granted to the CEO under this report. It is emphasized that in accordance with the ESOP, upon exercise of the warrants, the grantees will not be allotted all of the underlying shares, but only shares of a number that reflects the value of the benefit component arising from the warrants. **Accordingly, in practice, the number of shares allotted upon exercise of the warrants will be lower than the number stated above, and the corresponding percentage of holdings in the Company's capital and voting rights will also be lower than that stated above (for further details, see sections 2.3.3-2.3.4 above).**

- 2.4 **Ratio between variable and fixed components:** Based on the figures for a typical year, the ratio between the annual cost of variable components (assuming the maximum annual incentive) and the annual cost of fixed components in the CEO's terms and conditions of office is 33% fixed components and 67% variable components.
- 2.5 Below is information regarding the CEO's estimated compensation based on his current terms and conditions of office and employment, together with the proposed equity compensation and reflecting the updated cap on the annual incentive, for a typical year (in NIS thousands, on a one-year basis):

<b>Recipient's particulars</b>				<b>Compensation (at cost to the Company) in NIS thousands</b>			
<b>Name</b>	<b>Position</b>	<b>Job scope</b>	<b>% of share capital<sup>(a)</sup></b>	<b>Total salary and benefits<sup>(b)</sup></b>	<b>Maximum annual incentive<sup>(c)</sup></b>	<b>Share-based payment<sup>(d)</sup></b>	<b>Total</b>
<b>Shai Babad</b>	CEO	100%	0.64%	3,058	2,070	4,166	9,294

- (a) The above holding percentage reflects the number of shares that would be held by the CEO under the theoretical assumption of the full exercise of the 750,000 warrants to be granted under this report for all of the underlying shares (not including the exercise of the 487,096 warrants previously granted and currently held by Mr. Babad), and excluding treasury shares.
- (b) Based on a salary of NIS 166,600, linked as of January 1, 2025 (equivalent to NIS 172,498 as of October 2025). The salary is presented at cost to the Company and includes accompanying benefits and social rights, standard social and accompanying provisions such as grossing up the value of a company car and telephone expenses. The stated value of the accompanying benefits reflects an estimate for a typical year (based on the inclusion of variables that are currently unknown, such as vehicle costs, and excluding potential one-time provisions related to salary adjustment and retirement benefits). Accordingly, actual annual costs may vary.
- (c) To complete the picture, it is noted that the CEO may also be granted a special bonus (under the circumstances specified in the Remuneration Policy, of up to four salaries), provided that the total amount of the annual incentive and the special bonus does not exceed the annual incentive cap for the year for which the special bonus is awarded.
- (d) This includes the estimated value of the grant proposed in this report (calculated based on the exercise price, which includes a 6.22% premium), allocated linearly over a three-year vesting period. It is noted that the accounting value of the grant may differ.

2.6 **Names of the directors who participated in the discussions**

- 2.6.1 In its meeting of November 25, 2025, the Company's Remuneration Committee unanimously resolved to recommend the update of the CEO's terms and conditions of employment. All members of the committee were present at the meeting: Ms. Dalia Narkys (external director and committee chair), Ms. Dalia Lev (external director) and Ms. Dorit Salinger (external director).

2.6.2 After considering the recommendation of the Remuneration Committee, the Board of Directors, in its meeting of November 25, 2025, unanimously resolved to approve the update of the CEO's terms and conditions of employment. The following members of the Board of Directors were present at the meeting: Ms. Ofra Strauss (Chairperson of the Board), Ms. Dorit Salinger, Ms. Dalia Lev, Ms. Dalia Narkys, Ms. Galia Maor, Ms. Ravit Barniv, Mr. Shaul Kobrinsky, Mr. Yaniv Garty and Ms. Anat Gabriel.

2.7 Rationale and Considerations of the Remuneration Committee and the Board of Directors

The Remuneration Committee and the Board of Directors unanimously approved the grant of warrants to the CEO and the update of the cap on the CEO's annual incentive, determining that the CEO's compensation terms are in the Company's best interests and are reasonable and appropriate, for the reasons below, among others:

- 2.7.1 Equity compensation is an important component of the remuneration package for the Company's executives, including the CEO. The grant of warrants serves as an appropriate incentive to support the Company's strategic objectives and goals taking a long-term perspective
- 2.7.2 Equity compensation is a recognized tool used to align the CEO's remuneration with the creation of shareholder value and the Company's long-term performance. The grant of warrants supports the alignment of the CEO's interests with those of the Company's shareholders, and adjustment of the ratio between fixed and variable components further reinforces the link between the CEO's compensation package and the creation of shareholder value.
- 2.7.3 Three years after the Board of Directors approved the previous grant of warrants to the CEO (in November 2022), and following the full vesting of all previously granted warrants, the Company wishes to continue incentivizing the CEO to achieve its long-term goals, maximize shareholder value and promote excellence, using a long-term compensation tool that does not impact the Company's cash flow.
- 2.7.4 Given the proposed equity compensation, the ratio between variable and fixed components in the CEO's total remuneration is reasonable and appropriate. The mix of the CEO's terms and conditions of office and employment balances the different components and maintains a fair proportion between them, and is consistent with the ranges defined in the Remuneration Policy.
- 2.7.5 Setting the cap on the CEO's annual incentive at no more than 12 salaries is aligned with the Remuneration Policy for Officers of the Company, and the terms of the warrants are aligned with the Company's Remuneration Policy and ESOP.
- 2.7.6 In light of the reasons outlined above, the members of the Remuneration Committee and the Board of Directors have concluded that, considering the CEO's overall terms and conditions of office and employment, the proposed grant of equity compensation and the updated cap on his annual incentive are reasonable and aligned with the best interests of the Company.

3. Meeting Type, Date and Venue

Notice is hereby given that a Special General Meeting of Shareholders of the Company will be held on Thursday, January 1, 2026, at 3:00 p.m., at the offices of the Company at 49 Hasivim Street, Petach Tikva. The agenda of the meeting includes the adoption of a resolution on the item set forth in section 1 above.

4. **Required Majority**

The majority required for the adoption of the resolution proposed in item 1 on the agenda is a majority of the votes of shareholders present in the Meeting, in person or by proxy, who are entitled to participate in the vote, provided, however, that one of the following is fulfilled: (a) the majority of votes in the General Meeting will include a majority of all votes of shareholders who are not controlling shareholders of the Company or who do not have a personal interest in the approval of the resolution, among those participating in the vote; the count of all votes of said shareholders will not include abstaining votes; (b) the total opposing votes of the shareholders referred to in paragraph (a) do not exceed two percent (2%) of all voting rights in the Company<sup>3</sup>.

It is noted that the Company is not a public granddaughter (second-tier) company, as defined in the Companies Law. Accordingly, under Section 272(c1)(1)(c) of the Companies Law, the Remuneration Committee, and subsequently the Board of Directors, may, in special cases, approve the transaction even if the General Meeting has opposed it, provided that, after reviewing detailed explanations and re-discussing the transaction, they determine that its approval, notwithstanding the opposition of the General Meeting, is in the Company's best interests.

5. **Quorum and Adjourned Meeting**

The Meeting shall be deemed quorate when at least two shareholders are present, in person or by proxy, who hold or represent 25% of the voting rights in the Company (the "**Quorum**"). If within half-an-hour from the time appointed for the Meeting a Quorum is not present, the Meeting shall stand adjourned to Thursday, January 8, 2026, at the same time and place (the "**Adjourned Meeting**"). If within half-an-hour from the time appointed for the Adjourned Meeting a Quorum is not present, the shareholders present at the Adjourned Meeting shall be deemed a Quorum.

6. **Record Date and Persons Entitled to Vote in the Meeting**

- 6.1 The record date for determining the eligibility of shareholders of the Company to participate and vote at the Meeting and the Adjourned Meeting, as provided in Section 182(c) of the Companies Law and in Regulation 3 of the Voting Regulations, is the close of trading on the TASE on Thursday, December 4, 2025 (the "**Record Date**"). If no trading occurs on the Record Date, the Record Date shall be the close of the last trading day preceding that date.
- 6.2 In accordance with the Companies Regulations (Proof of Ownership of Shares for Voting at General Meetings), 2000, a shareholder who is the beneficial owner of a share registered in street name, and whose share is included among the shares of the Company registered in the Register of Shareholders in the name of a nominee company (hereinafter: "**Unregistered Shareholder**"), and who wishes to vote at the Meeting, will submit to the Company proof, furnished by the TASE member with whom his right to the share is registered, of his ownership of the share on the Record Date, in accordance with the form contained in the schedule to said regulations ("**Proof of Ownership**"). An Unregistered Shareholder may instruct the TASE member to deliver the Proof of Ownership of his share to the Company via the electronic voting system. Without derogating from the foregoing, according to said regulations, an electronic mail confirmed pursuant to Section 44k5 of the Securities Law regarding the particulars of users of the electronic voting system shall be deemed equivalent to Proof of Ownership with respect to all shareholders included therein.
- 6.3 A shareholder may vote in person or by proxy in accordance with the provisions of the Articles of Association of the Company and subject to the Companies Law. The instrument of proxy, together with the power of attorney by virtue of which the instrument of proxy was executed (if any) shall be deposited at the registered office of the Company at least 48 hours before the

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<sup>3</sup> It is noted that the controlling shareholders of the Company do not hold a sufficient percentage of shares to constitute the majority required for the adoption of the resolution under item 1 on the agenda, given that a special majority is required for its adoption.

time appointed for the Meeting or the Adjourned Meeting, as the case may be. Notwithstanding the foregoing, the chairman of the Meeting may, in his discretion, accept an instrument of proxy and a power of attorney as provided in this clause above also after said time, if he so deems appropriate, in his discretion.

7. **Voting Via a Voting Deed and Position Statements**

- 7.1 In accordance with the Voting Regulations, a shareholder entitled to participate and vote at the Meeting may vote on the resolutions on the agenda brought for approval by the Meeting by submitting a voting deed. In this respect, the vote of a shareholder who voted via a voting deed shall be considered a vote by a shareholder who was present and participated in the Meeting.
- 7.2 The form of the voting deed and position statements (if any) are available on the ISA distribution site at <http://www.magna.isa.gov.il> (the “**Distribution Site**”) and on the TASE website at <http://maya.tase.il>.
- 7.3 Votes shall be cast by using the second part of the voting deed, as published on the Distribution Site.
- 7.4 A shareholder may also contact the Company directly to obtain the voting deed and position statements (if any).
- 7.5 The voting deed of an Unregistered Shareholder shall be delivered to the Company together with the Proof of Ownership, so that the voting deed is received at the offices of the Company by no later than four hours before the time appointed for the Meeting.
- 7.6 A shareholder who is registered in the Register of Shareholders shall deliver the voting deed to the Company, together with a photocopy of his ID card or passport or certificate of incorporation, so that the voting deed is received at the offices of the Company by no later than four hours before the time appointed for the Meeting.
- 7.7 A shareholder may visit the registered offices of the Company, and after having proved his identity, may withdraw his voting deed and Proof of Ownership up to 24 hours before the time appointed for the Meeting.
- 7.8 The final date for submitting position statements is ten days before the date appointed for the Meeting, i.e., by Monday, December 22, 2025.
- 7.9 The final date for furnishing a position statement on behalf of the Company, which shall include the Board of Directors’ response to position statements submitted by shareholders, is no later than five days before the date appointed for the Meeting, i.e., by Saturday, December 27, 2025.
- 7.10 The TASE member will, at no cost, send by email a link to the form of the voting deed and position statements (if any) on the Distribution Site to any shareholder who is not registered in the Register of Shareholders and whose shares are registered with that TASE member, unless the shareholder has notified the TASE member that he does not wish to receive said link or that he wishes to receive the voting deeds by post in consideration for the payment of postage only, provided that the notice was given with respect to a particular securities account and before the Record Date.
- 7.11 A shareholder whose shares are registered in street name is entitled to receive Proof of Ownership of the shares from the TASE member through which his shares are held, either at the branch office of the TASE member or by post to the shareholder’s address in consideration

for the payment of postage only, if he has so requested. A request to this effect shall be made in advance for a particular securities account.

- 7.12 One or more shareholders who, on the Record Date, hold shares representing five percent or more of all voting rights in the Company, and any shareholder or shareholders holding said percentage of all voting rights that are not held by the controlling shareholder of the Company, as defined in Section 268 of the Companies Law, may review the voting deeds as provided in Regulation 10 of the Voting Regulations.

8. **Voting via the Electronic Voting System**

- 8.1 An Unregistered Shareholder may vote by submitting a voting deed to the Company via the electronic voting system, as defined in the Voting Regulations, subject to the terms and conditions set forth in the Voting Regulations (“**Electronic Voting Deed**”).
- 8.2 The electronic voting system is opened for voting at the close of the Record Date. Upon receiving an identifying number and access code from the TASE member and after completing an identification process, an Unregistered Shareholder may vote via the electronic voting system at <https://votes.isa.gov.il>.
- 8.3 Voting via the electronic voting system **will end 6 hours before the time appointed for the Meeting** (i.e., Thursday, January 1, 2026, at 9:00 a.m.), at which time the electronic voting system will be closed. Electronic votes may be changed or cancelled until the system is closed, after which they cannot be changed through the system. If a shareholder has voted by more than one method his last vote shall be counted, with a vote cast by the shareholder in person or by proxy at the Meeting being deemed later than a vote submitted via the electronic voting deed.

9. **Final Date for Inclusion of an Item on the Agenda by a Shareholder**

The final date for submitting requests by shareholders under Section 66(b) of the Companies Law to include an item on the agenda for the Meeting is seven (7) days from the date on which Meeting was summoned. It is noted that if such a request is submitted there may be changes in the agenda for the Meeting, including the addition of an item or the addition of a position statement, and the up-to-date agenda and any position statements may be reviewed in the Company’s reports on the Distribution Site.

10. **Inspection of Documents**

Shareholders of the Company may review this report and other documents related to the proposed resolution on the agenda, in accordance with applicable law, at the offices of the Company at 49 Hasivim Street, Petach Tikva, on Sunday to Thursday from 9:00 a.m. to 4:00 p.m. following prior coordination by telephone at 03-6752499. These documents are also available on the ISA Distribution Site at <http://www.magna.isa.gov.il> and on the TASE website at <http://maya.tase.il>.

**Yours sincerely,**

**Strauss Group Ltd.**

Date signed: Wednesday, November 26, 2025.

Signatories:

Hila Mukevius, Senior Vice President, Human Resources

Yael Nevo, Executive Vice President, General Counsel & Corporate Secretary