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**AB TASTY**
Société par actions simplifiée
Au capital de 106.335,37 euros
Siège social : 64-66 rue des Archives, 75003 Paris
518 685 540 R.C.S. Paris

(la « **Société** »)

# PROCES-VERBAL DE L'ASSEMBLÉE GÉNÉRALE DES ASSOCIES DU 31 OCTOBRE 2025

Le 31 octobre 2025, à 9h, les associés de la Société se sont réunis en assemblée générale au siège social de la Société sur convocation de la Présidente adressée aux associés conformément aux statuts.

En l'absence de la Présidente et du Directeur Général, Monsieur Olivier Candau, associé représentant le plus grand nombre d'actions, tant par lui-même que par le nombre des pouvoirs dont il est titulaire, est désigné président de séance par l'assemblée. Maître Laurent Maudoux, avocat au barreau de Paris, est désigné comme secrétaire de l'Assemblée.

Il a été établi une feuille de présence qui a été émargée par les associés présents et à laquelle ont été annexés les pouvoirs des associés représentés. La feuille de présence fait ressortir que les associés présents et représentés détiennent **9 722 377** des **10 633 537 actions** composant le capital social et les droits de vote de la Société (étant rappelé que les 35 661 actions auto-détenues par la Société sont dépourvues du droit de vote).

En conséquence, le Président de séance déclare que l'Assemblée est régulièrement constituée et peut valablement délibérer.

L'Assemblée lui donne acte de ces déclarations.

Le Président de séance rappelle que l'Assemblée est appelée à délibérer sur l'ordre du jour suivant :

- Émission d'un emprunt obligataire d'un montant nominal maximal de 3.846.150,00 euros par l'émission de 284.900 obligations convertibles en actions ordinaires de la Société avec suppression du droit préférentiel de souscription des associés au profit de personnes désignées ;

- Autorisation de la Présidente à procéder à une attribution gratuite d'actions ordinaires existantes et nouvelles de la société aux employés et/ou dirigeants de la société et/ou des sociétés ou groupes d'intérêt économique dans lesquels la société détient, directement ou indirectement, au moins 10% du capital ou des droits de vote ;

- Augmentation de capital réservée aux adhérents d'un plan d'épargne d'entreprise établi en application des articles L. 3332-1 et suivants du Code du travail ; et

- Pouvoir pour accomplir les formalités.

Le Président de séance dépose ensuite sur le bureau et met à la disposition des membres de l'Assemblée :

- Les statuts de la Société ;

- La copie de la convocation à l'assemblée adressées aux associés ;

- La feuille de présence à l'assemblée et les pouvoirs des associés représentés ;

- Le rapport de la Présidente ;

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- Le texte des résolutions qui seront soumises à l'assemblée et leurs annexes ;

- Le rapport des Commissaires aux apports établi en application des articles L. 228-92 et L. 225-135 du Code de commerce sur l'émission de valeurs mobilières donnant accès au capital avec suppression du droit préférentiel de souscription ;

- Le rapport des Commissaires aux apports établi en application de l'article 225-197-1 du Code de commerce sur l'autorisation d'attribution gratuite d'actions existantes ou à émettre ; et

- Le rapport spécial des commissaires aux comptes établi en application des articles L. 225-135 et suivants du Code de commerce et L. 3332-18 et suivants du Code du travail sur la proposition de délégation au Président de la compétence à l'effet de décider une augmentation de capital réservée aux salariés adhérents d'un plan d'épargne d'entreprise.

Puis, le Président de séance déclare que les associés ont été en mesure de consulter au siège social avant la présente Assemblée, les documents devant être tenus à leur disposition en application des dispositions légales et réglementaires applicables et des statuts de la Société.

Le Président de séance déclare la séance ouverte.

La Président de séance met ensuite successivement aux voix les résolutions inscrites à l'ordre du jour.

**PREMIERE RESOLUTION**
(*Émission d'un emprunt obligataire d'un montant nominal maximal de 3.846.150,00 euros par l'émission de 284.900 obligations convertibles en actions ordinaires de la Société)*

L'Assemblée Générale,

Statuant dans les conditions requises pour l'adoption des décisions visées à l'article 22.2 des statuts de la Société,

Connaissance prise du rapport du Président et du rapport des commissaires aux comptes,

Dans le prolongement de la conclusion d'un *Asset Purchase Agreement* entre la Société et Namogoo Technologies Ltd. (telle que définie ci-après) le 19 octobre 2025 (le "**Contrat**"),

Connaissance prise du projet de contrat d'option d'achat joint au Contrat et qui doit être conclu entre la Société, Namogoo Technologies Ltd et les "Actionnaires Vendeurs" (tel que ce terme est défini dans le Contrat) (le « **Contrat d'Option d'Achat** »),

Et ayant constaté que le capital est entièrement libéré,

Décide, sous la condition suspensive de l'adoption de la Deuxième Résolution ci-après et de la signature du Contrat d'Option d'Achat par le titulaire d'obligation concerné, d'émettre un emprunt obligataire d'un montant nominal total de trois millions huit cent quarante-six mille cent cinquante euros (3.846.150,00 €) par l'émission de deux cent quatre-vingt-quatre mille neuf cents (284.900) obligations, d'une valeur nominale de treize euros et cinquante centimes (13,50 €) chacune, convertibles en actions ordinaires de la Société (les « **Obligations Convertibles** »),

Décide que les caractéristiques des Obligations Convertibles sont celles décrites à l'**Annexe A** ci-après (les « **Termes et Conditions** »),

Décide que la souscription aux Obligations Convertibles peut être libérée en espèces sur le compte bancaire de la Société ou par compensation avec des créances certaines liquides et exigibles sur la Société,

Décide d'émettre un maximum de 284.900 actions ordinaires auxquelles donnerait droit la conversion des Obligations Convertibles, représentant un montant nominal maximal d'augmentation de capital de 2.849,00 euros et une prime d'émission de 3.843.301,00 euros, étant précisé que 31.656 de ces Obligations Convertibles identifiées comme "Titres Retenus" dans le Contrat seront émises sous réserve de la condition suspensive que le "Seuil de Consentement" (tel que défini dans le Contrat)

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soit atteint et, plus généralement, que les conditions énoncées à l'article 4.3 du Contrat soient remplies,

Décide que les nouvelles actions ordinaires émises sur conversion des Obligations Convertibles seront soumises à toutes les stipulations des statuts de la Société et porteront jouissance à compter du premier jour de l'exercice social au cours duquel elles seront émises,

Prend acte de ce que l'émission des Obligations Convertibles emporte automatiquement renonciation des associés à leur droit préférentiel de souscrire les nouvelles actions ordinaires émises sur exercice du droit de conversion attaché aux Obligations Convertibles, conformément aux dispositions des articles L. 225-132 et L. 228-91 du Code de commerce, et

Donne tous pouvoirs au Président, notamment pour :

- recueillir les souscriptions aux Obligations Convertibles ;

- recevoir les paiements correspondants et enregistrer les souscriptions par compensation avec des créances sur la Société ;

- le cas échéant, notamment en vertu des stipulations relatives aux « Titres Retenus » du Contrat, prolonger la période de souscription prévue aux Termes et Conditions ;

- réduire le montant de l'émission obligataire proportionnellement aux « Titres Retenus » qui ne seraient pas émis dans le cas où le « Seuil de Consentement » (tel que défini dans le Contrat) ne serait pas atteint et, plus généralement, dans le cas où les conditions prévues à l'article 4.3 du Contrat ne seraient pas remplies ;

- prendre toutes les mesures nécessaires pour assurer la protection des titulaires d'Obligations Convertibles en cas d'opération financière impliquant la Société, conformément aux dispositions légales et réglementaires en vigueur et aux Termes et Conditions ;

- enregistrer le nombre d'actions ordinaires émises lors de la conversion des Obligations Convertibles ;

- effectuer les formalités consécutives aux augmentations de capital correspondantes et modifier en conséquence les statuts de la Société ; et

- plus généralement, conclure tous accords, prendre toutes mesures et effectuer toutes formalités nécessaires à l'émission, à la conversion des obligations en actions et au service financier des Obligations Convertibles.

***Pour : 9 722 377 voix*** ***Contre : 0 voix*** ***Abstention : 0 voix***

***Sur les 10 597 876 actions disposant du droit de vote,***

***Cette résolution est adoptée.***

**DEUXIEME RESOLUTION**
*(Suppression du droit préférentiel de souscription des associés au profit de personnes désignées)*

L'Assemblée Générale,

Statuant dans les conditions requises pour l'adoption des décisions visées à l'article 22.2 des statuts de la Société,

Connaissance prise du rapport du Président et du rapport des commissaires aux comptes,

Connaissance prise du Contrat d'Option d'Achat dûment signé par Namogoo Technologies Ltd.,

Décide, à la suite de l'adoption de la Première Résolution ci-avant relative à l'émission de 284.900 obligations convertibles, de supprimer le droit préférentiel de souscription réservé aux associés par l'article L. 225-132 du Code de commerce et de réserver la souscription de l'intégralité des Obligations Convertibles à :

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**Namogoo Technologies Ltd.**, société constituée en vertu des lois de l'État d'Israël, dont le siège social est situé au 6 Hapnina St, Ra'anana, Israël, enregistrée sous le numéro 515120467

***Pour : 9 722 377 voix*** ***Contre : 0 voix*** ***Abstention : 0 voix***

***Sur les 10 597 876 actions disposant du droit de vote,***

***Cette résolution est adoptée.***

**TROISIEME RESOLUTION**
*(Autorisation donnée au Président de procéder à une attribution gratuite d'actions ordinaires existantes et nouvelles de la société aux employés et/ou dirigeants de la société et/ou des sociétés ou groupes d'intérêt économique dans lesquels la société détient, directement ou indirectement, au moins 10% du capital ou des droits de vote)*

L'Assemblée Générale,

Statuant dans les conditions requises pour l'adoption des décisions visées à l'article 22.2 des statuts de la Société,

Connaissance prise du rapport du Président et du rapport des Commissaires aux comptes,

Décide :

- conformément aux dispositions des articles L. 225-197-1 du Code de commerce, applicables sur renvoi de l'article L. 227-1 du Code de commerce, de déléguer au Président tous pouvoirs pour procéder à l'attribution gratuite d'actions existantes et/ou nouvelles, aux salariés et/ou mandataires sociaux de la Société ou des sociétés ou groupements d'intérêt économique dans lesquels la Société détient, directement ou indirectement, au moins 10 % du capital ou des droits de vote (à condition que ces bénéficiaires ne détiennent pas individuellement plus de 10% du capital de la Société),

- que l'attribution gratuite d'actions portera sur un maximum de 35.661 actions ordinaires existantes détenues par la Société à la suite de leur rachat effectué conformément à l'article L 225-208 du Code de commerce, et de 11.839 actions ordinaires nouvelles, représentant ensemble moins de 15 % du capital social,

- que, sauf décision contraire du Président après consultation et accord du Comité Stratégique, l'attribution gratuite d'actions ordinaires à leurs bénéficiaires ne deviendra définitive qu'à l'issue d'une période d'acquisition dont la durée minimale est fixée à un (1) an (la « **Période d'acquisition** »), pendant laquelle les bénéficiaires ne pourront céder les actions ordinaires qui leur auront été attribuées (et la Société continuera à détenir les actions ordinaires existantes pour leur compte) et les droits attachés à cette attribution seront incessibles,

- qu'à l'expiration de la Période d'acquisition le cas échéant applicable, les actions ordinaires seront définitivement attribuées à leurs bénéficiaires, étant précisé que, sauf décision contraire du Président après consultation et accord du Comité Stratégique, lesdites actions resteront alors incessibles et devront être conservées par eux pendant une période minimale d'un an, à l'issue de laquelle elles pourront être librement cédées (la « **Période de conservation** »),

- qu'en cas de licenciement, de départ à la retraite ou d'invalidité répondant aux caractéristiques prévues à l'article L. 225-197-1, alinéa I, 6° du Code de commerce pendant la Période d'Acquisition le cas échéant applicable, les bénéficiaires pourront demander l'attribution gratuite d'actions dans les six mois suivant la survenance de l'événement,

- qu'en cas de licenciement pour motif personnel ou de démission pendant la Période d'acquisition le cas échéant applicable, les bénéficiaires perdront leurs droits à l'attribution gratuite d'actions,

- aux fins de la présente émission de 11.839 actions ordinaires nouvelles, de déléguer au Président la compétence d'augmenter le capital social d'un montant nominal maximum de 118,39 euros, en une ou plusieurs fois et à sa seule discrétion,

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- que l'autorisation d'émettre et d'attribuer gratuitement des actions ordinaires nouvelles entraîne la renonciation automatique des associés à leur droit préférentiel de souscription au profit des bénéficiaires des actions nouvellement émises attribuées gratuitement, l'augmentation de capital correspondante étant définitivement réalisée par prélèvement sur les réserves disponibles de la Société à l'expiration de la Période d'acquisition le cas échéant applicable, et l'attribution définitive des actions nouvelles à leurs bénéficiaires,

- que cette délégation prendra fin à l'issue d'une période de 38 mois à compter de la date de la présente résolution, et

- que, conformément à la réglementation applicable, lors de l'approbation annuelle des comptes de la Société, les associés seront informés, par un rapport spécial établi à cet effet par le Président après consultation et accord du Comité stratégique, des attributions gratuites d'actions ordinaires effectuées en vertu de l'autorisation accordée par la présente résolution. Ce rapport comprendra toutes les informations requises par l'article L. 225-197-4 du Code de commerce.

Donne tous pouvoirs au Président pour mettre en œuvre la présente autorisation, dans les limites et conditions précisées ci-dessus, notamment pour :

- déterminer, après consultation et en accord avec le Comité Stratégique, les conditions et critères d'attribution auxquels doivent satisfaire les bénéficiaires des actions ordinaires,

- identifier, conformément à ces conditions et critères, les bénéficiaires de l'attribution gratuite d'actions ordinaires,
- établir, après consultation et en accord avec le Comité Stratégique, les modalités du ou des plans d'attribution gratuite d'actions ordinaires mis en œuvre dans le cadre de la présente délégation, y compris les durées respectives de la Période d'acquisition et de la Période de conservation, le cas échéant,

- décider du nombre d'actions ordinaires à attribuer à chaque bénéficiaire,

- constater, à l'expiration de la Période d'Acquisition le cas échéant applicable, la réalisation de l'augmentation de capital correspondant au nombre d'actions ordinaires nouvelles émises à concurrence du nombre d'actions nouvelles effectivement attribuées gratuitement aux personnes désignées par le Président,

- effectuer les formalités découlant de l'émission de nouvelles actions ordinaires et modifier les statuts en conséquence, et

- d'une manière générale, prendre toutes les mesures nécessaires pour procéder à l'attribution gratuite d'actions ordinaires existantes et futures et à l'augmentation de capital résultant de l'émission d'actions ordinaires nouvelles dans les conditions prévues par la loi et les règlements.

***Pour : 9 722 377 voix  Contre : 0 voix  Abstention : 0 voix***

***Sur les 10 597 876 actions disposant du droit de vote,***

***Cette résolution est adoptée.***

**QUATRIEME RESOLUTION**
*(Augmentation de capital réservée aux adhérents d'un plan d'épargne d'entreprise constitué conformément aux articles L. 3332-1 et suivants du Code du travail)*

L'Assemblée Générale,

Statuant dans les conditions requises pour l'adoption des décisions visées à l'article 22.2 des statuts de la Société,

Connaissance prise du rapport du Président et du rapport des commissaires aux comptes,

Constatant que le capital social de la Société est entièrement libéré,

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Conformément aux dispositions de l'article L. 225-129-6 du Code de commerce,

Délègue au Président tous pouvoirs pour procéder, en une ou plusieurs fois, à sa seule discrétion, à une augmentation de capital par émission d'actions ordinaires réservées, directement ou par l'intermédiaire d'un fonds commun de placement d'entreprise, aux adhérents à un plan d'épargne tel que prévu aux articles L. 3332-1 et suivants du Code du travail qui serait ouvert aux salariés de la Société et des sociétés qui lui sont liées au sens de l'article L. 225-180 du Code de commerce et qui remplissent, en outre, les conditions éventuellement fixées par le Président (les « **Salariés** »),

Décide de supprimer le droit préférentiel de souscription accordé aux associés par l'article L. 225-132 du Code de commerce et de réserver la souscription desdites actions aux Salariés,

Fixe la durée de validité de cette délégation à 18 mois à compter de la date de la présente assemblée,

Décide de fixer le montant nominal maximal des actions pouvant être émises à 3 300,00 euros,

Décide que le prix d'émission d'une action sera déterminé par le Président conformément aux conditions prévues à l'article L. 3332-20 du Code du travail.

***Pour : 0 voix Contre : 9 722 377 voix Abstention : 0 voix***

***Sur les 10 597 876 actions disposant du droit de vote,***

***Cette résolution est rejetée.***

**CINQUIEME RESOLUTION**
*(Pouvoir pour formalités)*

L'Assemblée Générale,

Statuant dans les conditions requises pour l'adoption des décisions visées à l'article 22.3 des statuts de la Société,

Délègue tous pouvoirs au porteur d'un original, d'une copie ou d'un extrait du présent procès-verbal pour l'accomplissement de toutes formalités légales de publicité.

***Pour : 9 722 377 voix Contre : 0 voix Abstention : 0 voix***

***Sur les 10 597 876 actions disposant du droit de vote,***

***Cette résolution est adoptée.***

***

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Plus rien n'étant à l'ordre du jour, la séance est levée à 9h25 heures.

Le présent procès-verbal a été signé après lecture par le Président de séance et le Secrétaire.

Signé par :
Olivier Candau
BB01F1DAF02A4A0...

Le Président de séance
Monsieur Olivier Candau

DocuSigned by:
Laurent Maudoux
BC62E687FC34455...

Le Secrétaire
Monsieur Laurent Maudoux

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**Annexe A**

**Terms and Conditions of the Convertible Bonds**

## I. Characteristics of the Convertible Bonds

### 1.1 General Issuance Conditions

Each Convertible Bond is issued at a price of €13.50. The subscription of the entire issuance of 284,900 Convertible Bonds correspond to a total subscription amount of €3,846,150.00 (Holdback Securities included).

Subscriptions shall be received at the registered office of the Company within 5 days from the present resolutions of the Company's shareholders (unless the subscription period is extended by the President of the Company).

Subscriptions may be paid in cash into the Company's bank account or by set-off against certain, liquid and payable receivables.

### 1.2 Term / Effective Date

Except for the Holdback Securities, the effective date of issuance of the Convertible Bonds (the "**Effective Date**") is set as the date of the present resolutions of the Company's shareholders. The issuance of the Holdback Securities shall be made in accordance with Section 4.3 of the Asset Purchase Agreement and the present terms and conditions shall apply to it *mutatis mutandis*.

Unless converted into shares in accordance with Section II below, the Convertible Bonds shall be redeemed in full (including the Non-Conversion Premium), on December 31st, 2026 (the "**Maturity Date**").

### 1.3 Interest and Non-Conversion Premium

The Convertible Bonds will not bear interest.

In the event of redemption on the Maturity Date, an annual non-conversion premium of 8.0% on the nominal amount of the Convertible Bonds will be added, calculated on the basis of the exact number of days elapsed since the Effective Date (based on a 365-day year), payable in cash on the Maturity Date (the "**Non-Conversion Premium**").

### 1.4 Tax Regime

The income from the Convertible Bonds shall be subject to taxes, withholdings, or levies imposed or that may be imposed by law on the bondholders.

### 1.5 Ranking of Claims and Maintenance of Ranking

The Convertible Bonds constitute unsecured obligations of the Company, ranking pari passu among themselves and with all other unsecured and unsubordinated financial debts of the Company (excluding lease obligations and those benefiting from statutory preferences), whether existing or future.

### 1.6 Form and Transfer of Convertible Bonds

The Convertible Bonds shall be issued exclusively in registered form. The rights of bondholders shall be evidenced by an entry in an account opened in their name in the Company's records. Transfers of Convertible Bonds, made in accordance with applicable law, the Company's articles of association and the Short Form Shareholder's agreement signed by the bondholders upon subscription and subject to the transferee (i) adhering in full to the Call Option Agreement attached in Appendix 1.6 and (ii) signing a ShortForm Shareholder Agreement (as defined in the Asset Purchase Agreement), shall be effected with respect to the Company and third parties by account-to-account transfer upon presentation of a transfer order signed by the transferor, which shall then be recorded in the Company's records, provided that if the Bondholder is Namogoo Technologies Ltd., it shall be entitled to assign the Convertible Bonds to the Seller Shareholders (as defined in the Asset Purchase

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Agreement) in accordance with the provisions relating to the Initial Liquidation/Distribution Date of the Asset Purchase Agreement subject to each assignee (i) adhering in full to the Call Option Agreement attached in Appendix 1.6 and (ii) signing a ShortForm Shareholder Agreement (as defined in the Asset Purchase Agreement).

**II. Conversion Conditions of the Convertible Bonds**

**2.1 Conversion by the Convertible Bonds Holders**

Each bondholder may request the conversion of the Convertible Bonds they hold, at the Conversion Ratio, at any time from the Effective Date. For the avoidance of doubt, the provisions of the Call Option Agreement shall continue to apply to the Shares issued as a result of the Conversion, which the bondholder expressly acknowledges.

**2.2 Automatic Conversion**

In the event that:

(i) a shareholder or third party (or several shareholders and/or third parties acting in concert) acquires, immediately or over time, more than 50% of the capital and voting rights of the Company or in otherwise a change of control of the Company within the meaning of L.233-3 et al of the French commercial code (the "**Sale**"); or

(ii) the Company issues equity securities or securities giving access to its capital for a total amount (including issue premium) of at least €15,000,000 (the "**Investment Round**");

all outstanding Convertible Bonds will be immediately and automatically converted into Shares at the Conversion Ratio (disregarding the unit value of the Company's shares retained for the purpose of the Sale or Investment Round).

**2.3 Conversion by the Company on the Maturity Date**

Unless the Convertible Bonds have been previously converted in accordance with the foregoing and unless the Company decides to proceed with the repayment of their principal amount, plus the Non-Conversion Premium, in accordance with §1.2 above, the Company may convert them into Shares at the Conversion Ratio on the Maturity Date.

**2.4 Conversion Ratio**

Convertible Bonds will be converted at a fixed ratio of one (1) ordinary share of the Company (a "**Share**") for one (1) Convertible Bond (the "**Conversion Ratio**").

This Conversion Ratio shall be adjusted to account for any consolidation or division of the nominal value of the Company's shares (or other equivalent transactions) occurring after the date hereof, provided that if the conversion of all or part of the Convertible Bonds by any holder results in a fractional entitlement to Shares, the number of Shares shall be rounded down to the nearest whole number. Convertible Bonds holders shall be responsible for coordinating among themselves to aggregate the necessary number of Convertible Bonds to subscribe for a whole number of shares.

The issuance of Shares shall occur upon a bondholder's notification to the Company of a conversion request accompanied by a subscription form, received by the Company no later than midnight on the day preceding the Maturity Date.

Shares issued upon conversion of the Convertible Bonds shall be subject to all provisions of the Company's articles of association and shall carry the same rights, including the right to dividends distributed from the date of their issuance.

**III. Miscellaneous Provisions**

**3.1 Representation of Convertible Bonds Holders**

In the event of multiple Convertible Bonds holders, the holders shall automatically be grouped, for the defense of their common interests, into a collective body with legal personality, governed by Articles L. 228-103 et seq. of the French Commercial Code.

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### 3.2 Adjustments in Case of Subsequent Capital Transactions

As provided under Article L. 228-98 of the French Commercial Code, in the event of a capital reduction due to losses through a reduction in the number of shares, the rights of Convertible Bonds holders with respect to the number of shares to be received upon conversion shall be reduced accordingly, as if said holders had been shareholders from the issuance date of the Convertible Bonds. In the event of a capital reduction due to losses through a reduction in the nominal value of the shares, the conversion price of the shares to which the Convertible Bonds entitle shall remain unchanged, with the issuance premium increased by the amount of the nominal value reduction.

In the event of a capital reduction not motivated by losses through a reduction in the nominal value of the shares, the conversion price of the shares to which the Convertible Bonds entitle shall be reduced proportionately. In the event of a capital reduction not motivated by losses through a reduction in the number of shares, Convertible Bonds holders who convert their Convertible Bonds may request the repurchase of their shares under the same conditions as if they had been shareholders at the time of the Company's repurchase of its own shares.

In the event of a transaction covered by Article L. 228-99 of the French Commercial Code, the Company shall take one or more measures specified in said article to preserve the interests of Convertible Bonds holders. In this regard, if an adjustment pursuant to Article L. 228-99(3) of the French Commercial Code is necessary, such adjustment shall be made by applying the method set forth in Article R. 228-91 of the French Commercial Code. The value of the preferential subscription right and the value of the share prior to the detachment of the subscription right shall, if necessary, be determined by the President based on the subscription, exchange, or sale price per share used in the last transaction involving the Company's capital (capital increase, contribution of securities, sale of shares, etc.) within the six (6) months preceding the President's decision, or, in the absence of such a transaction during that period, based on any other financial parameter deemed relevant by the President (and validated by the Company's statutory auditor).

If, as long as the Convertible Bonds remain unconverted, the Company undertakes any of the following transactions:

- Issuance of equity securities with preferential subscription rights for shareholders;
- Modification of profit distribution, including through the creation of preference shares;
- Amortization of its capital, including through the creation of preference shares;
- Distribution of reserves in cash or in kind, or issuance premiums,

the rights of Convertible Bonds holders shall be preserved in accordance with Article L. 228-99 of the French Commercial Code.

In the event of a merger by absorption of the Company, Convertible Bonds holders shall be notified and shall receive the same information as if they were shareholders to enable them, if they so choose, to exercise their right to subscribe for shares.

The Company is exempted from seeking the approval of Convertible Bonds holders to amend its corporate form or corporate purpose.

### 3.3 Notifications

Any notice required or permitted to be given in connection with the Convertible Bonds shall be in writing and shall be validly given if (i) addressed by hand with a copy by e-mail, (ii) sent by registered mail with acknowledgement of receipt (or any equivalent method for international notices) with a copy by e-mail or (iii) given by e-mail subject to express confirmation of receipt, by e-mail, by the addressee (it being specified that an automatic reply by the addressee shall not be deemed to be confirmation of receipt for the purposes hereof), to the addresses indicated on the Convertible Bonds subscription form.

Notifications sent by hand will be presumed to have been made on the date of delivery to the addressee, as evidenced by the delivery receipt. Notifications sent by registered mail with acknowledgement of receipt will be deemed to have been made on the date of their first presentation at the addressee's address. Notifications made by e-mail will be presumed to have been made on the date the e-mail is sent, subject to express confirmation of receipt, by e-mail, by the addressee,

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it being specified that an automatic reply by the addressee may not be considered as confirmation of receipt for the purposes hereof.

### 3.4 Governing Law

The Convertible Bonds shall be governed by French law.

Any disputes arising in connection with the Convertible Bonds shall be referred to and finally resolved under the International Chamber of Commerce Arbitration Rules.

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# CALL OPTION AGREEMENT

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**AB Tasty SAS**

**and**

**Namogoo Technologies Ltd.**

**and**

**Seller Shareholders**

**Effective Date: October __ , 2025**

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**CALL OPTION AGREEMENT**

**AMONG**

**(1)** **AB Tasty**, a French *société par actions simplifiée* whose registered office is located 64-66 rue des Archives, 75003 Paris, registered with the Trade and Commercial Register of Paris under number 518 685 540,

hereinafter referred to as "**AB Tasty**", the "**Indemnified Party**" or the "**Beneficiary**",

**ON THE FIRST PART**

**(2)** **Namogoo Technologies Ltd.**, a company organized under the laws of the State of Israel.

**(3)** The Persons set forth in Schedule I attached to the Asset Purchase Agreement (the "**Seller Shareholders**"), which is incorporated herein by reference.

hereinafter referred to as the "**Promisor(s)**", as applicable,

**ON THE SECOND PART**

AB Tasty and Namogoo shall hereinafter be referred to individually as a "**Party"** and collectively as the "**Parties"**.

**PREAMBLE**

(a) On the date hereof, the Parties entered into an asset purchase agreement under which AB Tasty will acquire, subject to satisfaction of condition precedents, the Purchased Assets from Namogoo (the "**Asset Purchase Agreement**"). For the purpose of the Call Option Agreement (as defined below), unless the context otherwise requires, the following capitalized terms shall have the following meanings, it being provided that any capitalized term which is not specifically defined herein shall have the meaning ascribed to it in the Asset Purchase Agreement and that any French term in the Call Option Agreement shall supersede its English translation.

(b) As a consideration of the transfer of the Purchased Assets, it is contemplated that AB Tasty pays a Purchase Price, split between (i) an amount in cash paid to Namogoo by wire transfer (the "**Cash Consideration**") and (ii) the issuance of 284,900 convertible bonds by AB Tasty to the benefit of the Promisor (the "**Securities Consideration**", and each convertible bond issued as part of the Securities Consideration, a "**Convertible Bond**").

(c) The indemnification procedures (set forth in Section 9.3 of the Asset Purchase Agreement) provide that in the event of indemnifiable Damage become final and undisputed in accordance with the procedures set forth therein (the "**Call Event**") the payment of such indemnifiable Damage will be made through a portion of Securities Consideration The number of Convertible Bonds to be sold to the Beneficiary pursuant to this Call Option Agreement (the "**Called Securities**") shall be calculated in accordance with the Asset Purchase Agreement.

(d) As per this call option agreement (the "**Call Option Agreement**"), the Promisors grant the Beneficiary, pursuant to the terms and conditions set forth herein, an irrevocable call option over the Called Securities in the event of the Call Event.

(e) The provisions of the Call Option Agreement and the undertakings of each Party hereunder have been freely negotiated, each Party having been advised in the course of such negotiations

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by its respective counsel, who has acted on such Party's behalf and in such Party's respective interest.

**THE PARTIES HEREBY AGREE AS FOLLOWS**

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 DEFINITIONS

As indicated in the Preamble of the Call Option Agreement, for the purposes of the Call Option Agreement, unless the context otherwise requires, the following capitalized terms shall have the following meanings, it being provided that any capitalized term which is not specifically defined herein shall have the meaning ascribed to it in the Asset Purchase Agreement and that any French term in the Call Option Agreement shall supersede its English translation.

**Affiliate** means, in relation to any given Entity, any other Entity (which is not a portfolio company) that, directly or indirectly Controls or is Controlled by or is under common Control with such given Entity, it being further understood that for the purposes of this definition, an Entity which is an investment fund or vehicle is presumed to be Controlled by (a) its general partner or the Person that controls its general partner, (b) its managing company (*société de gestion*) or (c) the Entity in charge of its management in any capacity whatsoever.

**Asset Purchase Agreement** has the meaning given to such term in the Preamble of this Call Option Agreement.

**Call Event** has the meaning given to such term in the Preamble of this Call Option Agreement, *i.e.* for the avoidance of doubt an indemnifiable Damage.

**Call Exercise Notice** means the notice served to exercise the Call Option and containing the indications specified in Clause 2.2.2.

**Call Exercise Period** has the meaning given to such term in Clause 2.2.1.

**Call Option Agreement** means this call option agreement and its Schedules, as amended from time to time.

**Call Option** has the meaning given to such term in Clause 2.1(a).

**Called Securities** has the meaning given to such term in the Preamble of this Call Option Agreement.

**Completion Date** has the meaning given to such term in Clause 2.2.2(d).

**Electronic Signature Laws and Regulations** means articles 1366 and 1367 of the French Civil Code, the decree n°2017-1416 dated 28 September 2017 on the electronic signature and the EIDAS Regulation.

**Entity** means any company, corporation, group, investment fund, *de facto* company, association, economic interest group (*groupement d'intérêt économique*), partnership (limited or general), joint venture, trust, or any other organization, enterprise or entity, whether governmental or private, having or not a separate legal personality.

**Notice** has the meaning given to such term in Clause 7.

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**Parties** means the Persons having entered into the Agreement and identified as such in the description of the Parties to the Agreement.

**Price** means, for all Called Securities relating to a Call Event (*i.e.* an Indemnifiable Damage under the Asset Purchase Agreement), an aggregate price of one (1) euro.

**Securities** means, with respect to any given Entity, (i) any securities (*valeurs mobilières*), issued or to be issued, by such Entity or any other Entity, that may entitle their holder, whether directly or indirectly, immediately or in the future, to a portion of the share capital, profits, liquidation profits, voting rights or other rights of such Entity, (ii) any preferential subscription right or allocation rights to any such securities or otherwise to a portion of the share capital, profits, liquidation profits, voting rights or other rights of such Entity, as well as (iii) any other securities issued or allocated or to be issued or allocated by any other Entity as a result of a transformation, merger, spin-off, partial contribution of assets (*apport partiel d'actifs*) or any similar transaction involving such Entity.

**Transfer** means, with respect to Securities, any transfer or assignment of any kind, including without limitation (i) any sale, transfer, assignment, conveyance, disposition or other transfers, whether onerous or gratuitous, whether made pursuant to a public auction or a court order or any transfer following a death, (ii) any transfer or assignment of the full or partial (*nue-propriété* or *usufruit*) ownership or any split in the ownership (*démembrement*), (iii) any transfer or assignment of any allotment right or of any preferential subscription right, including by way of an individual waiver of such rights to the benefit of identified persons, (iv) any transfer by way of exchange, split, capital reduction, payment in kind, contribution, partial hive-down (*apport partiel d'actifs*), merger, spin-off or similar operations, (v) any loan, any transfer or assignment in trust or by any other similar means (such as *fiducie*, *portage*, *croupier*), (vi) any transfer or assignment resulting from the creation or enforcement of an Encumbrance, or (vii) the creation of a co-ownership rights or the transfer thereof.

### 1.2 INTERPRETATION

(a) In the Call Option Agreement, unless the context otherwise requires:

(i) except if otherwise specified, references to clauses and schedules are references to Clauses of and Schedules to the Call Option Agreement, references to paragraphs are references to paragraphs of the Clause and the Schedule in which the reference appears and references to the Call Option Agreement include the Schedules;

(ii) references to the singular shall include the plural and vice versa and references to one gender include any other gender;

(iii) any French term in the Call Option Agreement shall supersede its English translation;

(iv) references to EUR, euros, or € are references to the lawful currency from time to time of France;

(v) references to times of the day are to CET time unless otherwise stated;

(vi) general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words "include", "includes" and "including" shall be construed without limitation;

(vii) the words "hereof", "herein" and similar words shall be construed as references to the Call Option Agreement as a whole and not just to the particular Clause or paragraph in which the reference appears;

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(viii) except when used with the word either, the word "or" may have a disjunctive and not alternative meaning (*i.e.,* where two items or qualities are separated by the word or, the existence of one item or quality shall not be deemed to be exclusive of the existence of the other and, as the context may require, the word "or" may be deemed to include the word "and"); and

(ix) a provision in the Call Option Agreement will not be construed against a Party merely because that Party was responsible for the preparation of that provision or because it may have been inserted for that Party's benefit.

(b) The headings and sub-headings in the Call Option Agreement are inserted for convenience only and shall have no legal effect.

(c) Each of the Schedules to the Call Option Agreement shall form part of the Call Option Agreement.

(d) References to the Call Option Agreement include the Call Option Agreement as amended, supplemented or varied from time to time in accordance with its terms.

(e) The provisions of articles 640 to 642 of the French Code of Civil Procedure shall be applied to calculate any period of time under the Call Option Agreement, provided that the references in article 642 to "*un jour férié ou chômé*" and "*premier jour ouvrable*" shall be interpreted by reference to the definition of Business Day provided herein.

## 2. CALL OPTION

### 2.1 GENERAL

(a) Subject to the terms and conditions of this Call Option Agreement and the Asset Purchase Agreement, the Promisors hereby irrevocably undertake to sell to the Beneficiary, in accordance with the provisions herein, the Called Securities at the Price in the event of occurrence of a Call Event (the "**Call Option**").

(b) The Beneficiary hereby accepts the Call Option as a unilateral undertaking to sell made by the Promisors, and the Beneficiary reserves the right, but by no means has the obligation, to exercise the Call Option at its sole option in accordance with the terms and conditions set out herein.

(c) Subject to the terms hereof and thereof, the Beneficiary may exercise the Call Option at its sole election for all or part of the Called Securities of the Promisors, in one time, in respect of a given Call Event during the Call Option Exercise Period in accordance with the provisions of this Clause 2.

(d) The Beneficiary may decide to substitute any of its Affiliates for the purpose of completing the acquisition of the Convertible Bonds. In this event, the Beneficiary shall remain jointly and severally liable with its substitute for the compliance of any of its obligations under this Call Option Agreement.

(e) The Call Option is governed by the provisions of article 1124 of the French Civil Code and is irrevocable upon the execution of this Call Option Agreement by the Promisor and for its duration as set forth in Clause 5.

(f) In the event of a conversion of the Convertible Bonds to ordinary shares in accordance with the terms and conditions of the Convertible Bonds in the form substantially attached to the Asset

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Purchase Agreement, and the provisions of this Call Option Agreement shall apply *mutatis mutandis* to the ordinary shares, which the Promisor(s) expressly and irrevocably accept.

### 2.2 EXERCISE OF THE CALL OPTION

#### 2.2.1 Call Exercise Period

Upon occurrence of the Call Event, the Beneficiary may exercise the Call Option by sending an Exercise Notice to the applicable Promisor at any time during a period of three (3) months following the Call Event (the "**Call Exercise Period**"). Failing the exercise of the Call Option within the Call Exercise Period in respect of the Call Event, the Beneficiary shall be deemed to have irrevocably waived its rights thereunder in connection with such Call Event. The Beneficiary will however remain entitled to exercise the Call Option in accordance with the provisions of this Clause 2 over the then remaining Convertible Bonds upon occurrence of another Call Event.

#### 2.2.2 Call Exercise Notice

(a) The Call Exercise Notice shall indicate:

(i) the total number of Called Securities over which the Call Option is exercised by the Beneficiary, as calculated in accordance with Section 9.3 and 9.4 of the Asset Purchase Agreement;

(ii) the total Price for all Called Securities (which shall be in any case equal in aggregate to one (1) euro);

(iii) the Call Event; and

(iv) the scheduled Completion Date.

(b) Notwithstanding the provisions of article 1121 of the French Civil Code, it is explicitly agreed by the Parties that the sale of the relevant Convertible Bonds shall be deemed agreed among the relevant Parties on the date of sending of the Call Exercise Notice which shall constitute formal notice within the meaning of article 1222 of the French Civil Code to complete the sale of such Convertible Bonds to the Beneficiary (or its substitutes as the case may be) on the Completion Date.

(c) From and after the Initial Liquidation/Distribution Date, any Notice to be given to the Promisors under this Call Option Agreement shall be given to the Seller Shareholders' Representative, and such Notice shall be deemed to have been duly given to all Promisors.

(d) In case of exercise of the Call Option, the transfer of ownership of the relevant Called Securities thereunder shall be completed on the date indicated in the Call Exercise Notice and at the latest twenty-five (25) Business Days following receipt by the Promisors of the Call Exercise Notice (the "**Completion Date**").

(e) On the Completion Date at the latest:

(i) the Promisors shall deliver to the Beneficiary, any such documents as may be required to duly effect and evidence the Transfer of the relevant Called Securities to the Beneficiary (or its substitute if any) on the Completion Date (including duly completed and executed share transfer form(s) (*ordres de mouvement*) and tax transfer forms (*Cerfa n°2759 DGI*)); and

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(ii) without prejudice to the provisions of Clause 2.2.2(g), the Beneficiary (or its substitute if any) shall pay to the Promisor(s) the Price set out in the Call Exercise Notice by bank check or wire transfer to the Promisor(s) bank accounts whose details shall have been previously notified by it. It is agreed that if the Promisor(s) fails to notify the details of its bank accounts or if, for any reason, payment by bank check is impossible or refused, then the payment of the Price shall be deemed completed by the transfer of the corresponding amount to an escrow agent acting pursuant to article 1956 of the French Civil Code with instructions to pay the Promisor(s) upon demand.

(f) The transfer of ownership of the Promisors shall occur on the Completion Date.

(g) The Beneficiary shall register the transfer of the relevant Called Securities in the corresponding shareholders' accounts on the Completion Date in accordance with the provisions of article R. 228-10 of the French Commercial Code. The mere delivery to the Beneficiary of a copy of the relevant Call Exercise Notice together with evidence of payment to the Promisor(s) of the Price set out in such Call Exercise Notice shall be deemed to constitute notification by the Parties of the transfer of the Called Securities within the meaning of article R. 228-10 of the French Commercial Code, which the Parties hereby expressly accept, and the Beneficiary shall promptly register such transfer on the Completion Date in the corresponding shareholders' accounts. The Beneficiary hereby represents that it expressly agrees to the foregoing and undertakes to comply with the provisions of this Clause 2.

(h) The Beneficiary (or its substitutes if any), as applicable, shall be deemed the owner of all the relevant Convertible Bonds as from the Completion Date with all the rights attached thereto, including all rights to the dividends declared, distributed or paid after the Completion Date.

## 3. REPRESENTATIONS AND WARRANTIES

(a) The Parties hereby represent and warrant that the execution of the Call Option Agreement and the performance of its obligations hereunder do not, and will not, conflict with or constitute a breach of any law, agreement, or other obligation to which the Parties subject and that the Call Option Agreement constitutes, and shall constitute, the legal, valid and binding obligation of the Parties in accordance with its terms.

(b) The Promisors further acknowledge that the irrevocability of its agreement is an essential condition to the Call Option and that the execution by itself of such an irrevocable Call Option was a condition precedent to them being granted with the opportunity to the Beneficiary entering into the Asset Purchase Agreement.

(c) The Promisors represent and warrant to the Beneficiary that upon issuance and until the Initial Liquidation/Distribution Date, Namogoo, and following the Initial Liquidation/Distribution Date, the Seller Shareholders, are the sole owner(s), are is the sole owner of the Convertible Bonds and that, as long as the Call Option Agreement is valid, the Convertible Bonds shall not be Transferred or encumbered by any proprietary right, option, privilege, pledge or other security or right restricting its full ownership, possession or transferability, except as provided in the Beneficiary bylaws in the Call Option Agreement.

## 4. REGISTRATION OF CALLED SECURITIES

(a) The Beneficiary shall refuse to register any Transfer of Called Securities that has not been performed in accordance with the provisions of the Call Option Agreement.

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(b) The Beneficiary shall provide any Party, as soon as possible upon their first demand, with updated lists of the holders of Called Securities.

## 5. DURATION

(a) This Call Option Agreement shall take effect on the date hereof and for the survival duration of the indemnification obligations set forth in Section 9.1 of the Asset Purchase Agreement.

(b) In any event, the Call Option Agreement shall continue to apply to any Party who has not performed all of its obligations hereunder by the expiration date of the Call Option Agreement or by the date on which it ceases to hold Convertible Bonds.

## 6. SANCTIONS FOR NON-PERFORMANCE

(a) Without prejudice to the other remedies provided for in article 1217 of the French Civil Code, each Party agrees that, in case of breach or non-compliance of its obligations under the Call Option Agreement, any other relevant Party may seek the specific performance of such obligations in accordance with articles 1221 and 1222 of the French Civil Code and complete the sale and delivery of the relevant Called Securities in accordance with the provisions herein with no further requirement to send a formal notice under article 1222 of the Civil Code.

(b) As an exception to article 1221 of the French Civil Code, the Parties expressly agree that the specific performance of the obligations contained in the Call Option Agreement may be sought by any relevant Party even if there is a manifest disproportion between its cost to the defaulting Party under the Call Option Agreement and its interest for such other Party.

(c) Save as otherwise provided in this Call Option Agreement, each Party irrevocably waives any right to terminate this Call Option Agreement under article 1226 of the French Civil Code.

## 7. NOTICES

(a) Except when otherwise specifically stipulated in the Call Option Agreement, any notice, demand, consent, agreement or other communication to be served under the Agreement or in connection with the matters contemplated herein (a "**Notice**") will be valid only if made in accordance with the provisions of this Clause 7. Any such Notice shall be completed in writing, drafted in English, addressed as set forth in paragraph (d) below, and sent by registered letter with acknowledgment of receipt (or any equivalent for any notice sent outside France), email, overnight courier or hand delivery to the relevant addressees.

(b) A Notice will be deemed to have been received:

(i) if sent by email, on the date of dispatch subject to confirmation of delivery by a delivery receipt;

(ii) if sent by registered letter or any international courier service delivering an acknowledgement of receipt (for example, Fedex or DHL), on the date of delivery to the recipient, as evidenced by the acknowledgment of receipt; or

(iii) if personally delivered, on the date of delivery to the recipient, as evidenced by the acknowledgment of receipt.

(c) A Notice received on a non-Business Day or after seven p.m. in the place of receipt will be deemed to have been given on the next Business Day.

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(d) Notices shall be sent to the following addresses:

**For AB Tasty:**

| | |
|---|---|
| Address: | 64-66 reu des Archives, 75003 Paris, |
| E-mail address: | remi@abtasty.com; alix@abtasty.com |
| Attn: | Remi Aubert; Alix de Sagazan |

With a copy (which shall not constitute notice) to:

**White & Case LLP:**

| | |
|---|---|
| Address: | 5 Old Broad Street, London EC2N 1DW |
| E-mail address: | daniel.turgel@whitecase.com; guillaume.vitrich@whitecase.com |
| Attn: | Daniel Turgel; Guillaume Vitrich |

**Gornitzky:**

| | |
|---|---|
| Address: | Vitania Tel-Aviv Tower, 20 HaHarash St., Tel Aviv, Israel |
| E-mail address: | elkon@Gornitzky.com |
| Attn: | Elite Elkon, Adv. |

**For Namogoo:**

| | |
|---|---|
| Address: | 20 Hatkuma St, Raanana |
| E-mail address: | chemi@namogoo.com |
| Attn: | Chemi Katz |

With a copy to (which shall not constitute notice) to:

**Meitar | Law Offices:**

| | |
|---|---|
| Address: | 16 Abba Hillel Road, Ramat Gan 5250608 Israel |
| E-mail address: | aharel@meitar.com |
| Attn: | Asaf Harel, Adv. |

**Following the Initial Liquidation/Distribution Date, for the Seller Shareholders:**

| | |
|---|---|
| Address: | 2200 Atlantic Street, Suite 300 Stamford, Connecticut 06902 |
| E-mail address: | matt@oakhcft.com |

With a copy (which shall not constitute notice) to:

Oak HC/FT Partners III, L.P.

| | |
|---|---|
| Address: | 2200 Atlantic Street, Suite 300 Stamford, Connecticut 06902 |
| Attn: Matt Streisfeld | |
| E-mail address: | matt@oakhcft.com |

With a copy (which shall not constitute notice) to:

**Yigal Arnon & Co.**

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| | |
|---|---|
| Address: | 22 J. Rivlin St., Jerusalem 9424018, Israel |
| E-mail address: | YuliaL@ArnonTL.com |
| Attn: | Yulia Lazbin, Adv. |

(e) Any Party may notify the other Parties of any change to its address or other details specified in this Clause 7 provided that such notification shall only be effective on the date specified in such Notice or five (5) Business Days after the Notice is given, whichever is later.

**8. WAIVER - VARIATION - HARDSHIP**

(a) Unless otherwise specifically provided, a failure or delay by a Party to exercise any right or remedy provided under the Call Option Agreement or by law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Call Option Agreement or by law, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless otherwise specifically provided, a waiver of any right, provision, condition, consent or remedy or any discharge of any obligation or liability under the Call Option Agreement shall only be effective if given in writing and signed by the waiving or consenting Party, and then only in the instance and for the purpose for which it is given.

(c) No variation or amendment of the Call Option Agreement shall be valid unless it is in writing and duly executed by or on behalf of Namogoo, and following the Initial Liquidation/Distribution Date, the Seller Shareholders' Representative. Unless expressly agreed, no variation or amendment shall constitute a general waiver of any provision of the Call Option Agreement, nor shall it affect any rights or obligations under or pursuant to the Call Option Agreement which have already accrued up to the date of variation or amendment and the rights and obligations under or pursuant to the Call Option Agreement shall remain in full force and effect except and only to the extent that they are varied or amended.

(d) Save as otherwise provided for in this Call Option Agreement, each Party irrevocably waives any rights and remedies that it may have under article 1195 of the French Civil Code and assumes any risk which may arise from any unforeseeable change in circumstances as referred to under such article. Accordingly, each Party hereby expressly waives any claim for renegotiation, review or termination of the Call Option Agreement on the ground of such a change even if such change results in the performance of the Call Option Agreement becoming excessively onerous for that Party.

**9. INVALIDITY**

(a) If any provision herein is held to be void, unenforceable, invalid, illegal or inapplicable in any respect under the laws of any jurisdiction, then the legality, enforceability, validity and applicability of the other provisions of the Call Option Agreement shall not be affected or impaired thereby. In such case, the Parties shall negotiate in good faith to replace the void, unenforceable, invalid, illegal or inapplicable provision with a lawful provision which, as closely as possible, gives effect to the intention of the Parties under the Call Option Agreement and, where permissible, shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of the Call Option Agreement.

(b) Without prejudice to any other provision of this Call Option Agreement, each Party irrevocably waives any right it may have under article 1186 of the French Civil Code to claim that this Call

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Option Agreement has lapsed as a result of any other contract contributing to the completion of the transactions contemplated hereunder having terminated, lapsed or being ineffective for any reason whatsoever.

## 10. SELLER SHAREHOLDERS' REPRESENTATIVE

(a) The Seller Shareholders' Representative shall act as the Seller Shareholders' exclusive agent and representative for all purposes under this Call Option Agreement from and after the Initial Liquidation/Distribution Date.

(b) The Seller Shareholders' Representative shall have full power and authority on behalf of each Promisor to take any and all actions and make any and all decisions required or permitted to be taken by the Promisors under this Call Option Agreement, including, without limitation, to:

(i) receive all notices, communications, and documents from the Beneficiary;
(ii) agree to, object to, or negotiate any aspect of the exercise of the Call Option, including the number of Called Securities;
(iii) execute any documents or instruments necessary or desirable for the transfer of Called Securities; and
(iv) take any other action that the Seller Shareholders' Representative deems necessary or appropriate in connection with this Call Option Agreement.

## 11. AGREEMENT TO PREVAIL

The Asset Purchase Agreement and the Call Option Agreement set out the entire agreement among the Parties in connection with the transactions contemplated herein and, save to the extent expressly set out in the Call Option Agreement, supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, by or among the Parties relating thereto.

The provisions of the Agreement shall prevail in case of contradiction with the provisions of the Beneficiary's by-laws to the extent they are related in any way to the subject matter hereof.

## 12. ASSIGNMENT - SUCCESSION

(a) Unless otherwise agreed or specified herein, the rights of each Party under the Call Option Agreement are personal and may not be transferred. Absent an agreement of the Parties to the contrary, the obligations of each Party shall bind their heirs, successors and assigns who shall remain jointly and severally liable for their performance.

(b) The Promisors may not assign its rights and obligations under the Call Option Agreement without the prior written approval of the Beneficiary, provided that Namogoo may distribute Convertible Bonds to the Seller Shareholders following the Initial Liquidation/Distribution Date in accordance with Section 9 of the Asset Purchase Agreement, subject to each assignee (i) adhering in full to this Call Option Agreement and (ii) signing a Short Form Shareholder Agreement (as defined in the Asset Purchase Agreement).

(c) For the purpose of purchasing the Called Securities under the Call Option and in addition to the provisions of Clauses 2.1(d) and **Erreur ! Source du renvoi introuvable.**, the Beneficiary may designate any of its Affiliates as the purchaser of all or any portion of the relevant Called Securities. Such assignment of the Call Option Agreement shall be stated in writing and notified to the Promisors.

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**13. CONFIDENTIALITY - PUBLICITY**

(a) The existence, purpose and content of the Call Option Agreement are confidential.

(b) The Parties shall take all appropriate actions to ensure that such confidentiality is preserved. It is agreed that no disclosure or communication of information concerning any provision of the Call Option Agreement may be made except (i) with the written agreement of the other Party, or (ii) in the event of a legal or an administrative obligation imposed on a Party (in which case such Party shall inform the other Party of such obligation prior to such disclosure). Such disclosure or communication shall be within the limit of such consent or obligation. Furthermore, the timing, form and content of any such disclosure or communication must receive prior approval from all Parties.

(c) However, a Party may be entitled, subject to the prior written consent of the other Party, to disclose the Call Option Agreement to any potential purchaser for the purpose of assessing its interest in the purchase of Called Securities provided that such purchaser agrees to be bound *vis-à-vis* all Parties by a confidentiality undertaking in terms similar to those set out in this Clause 13.

**14. GOVERNING LAW - DISPUTES**

(a) This Call Option Agreement and any contractual or non-contractual obligation arising out of or in connection with the Call Option Agreement shall be governed by and construed in accordance with the laws of France.

(b) Any disputes, controversies, claims or differences of whatever nature arising out of or in connection with the Call Option Agreement (including without limitation with respect to the existence, formation, validity, performance, termination or interpretation of the Call Option Agreement, the consequences of its nullity or any non-contractual rights or obligations arising out of or in connection with the Call Option Agreement) shall be conducted in accordance with and subject to the Rules of Arbitration of the ICC shall be referred to and finally resolved under the International Chamber of Commerce Arbitration Rules. The arbitration shall be conducted in English.

(c) Subject to the foregoing, the Parties agree that the obligations under this Call Option Agreement may be enforced by specific performance and injunctive relief, in addition to any other available remedies.

(d) This Call Option Agreement has been executed on the date stated at the beginning of it.

**15. ELECTRONIC SIGNATURE**

(a) In accordance with articles 1367 and 1368 of the French Civil Code, the Parties agree that each Party can duly execute the Call Option Agreement electronically, including by appending an electronic signature generated through DocuSign's service or any similar service, and acknowledge that such electronic signature carries the same legal value as their handwritten signature.

(b) Each Party hereby undertakes to take all appropriate measures to ensure that the electronic signature of this Call Option Agreement is made by its representative duly authorized for the purposes hereof.

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(c) Each Party hereby acknowledges and agrees that its signing of this Call Option Agreement via the abovementioned electronic process is made in full knowledge of the technology implemented, its related terms of use and the Electronic Signature Laws and Regulations, and, accordingly, hereby irrevocably and unconditionally waives any right such party may have to initiate any claim and/or legal action, directly or indirectly arising out of or relating to the reliability of said electronic signature process and/or the evidence of its intention to enter into this Call Option Agreement in this respect.

[*Rest of the page intentionally left blank – Signature pages follow*]

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**IN WITNESS WHEREOF**, the parties hereto have caused this Call Option Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**AB Tasty SAS**

Represented by: [●]

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**IN WITNESS WHEREOF**, the parties hereto have caused this Call Option Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**Namogoo Technologies Ltd.**

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Name: Chemi Katz
Title: CEO

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**IN WITNESS WHEREOF**, the parties hereto have caused this Call Option Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**Seller Shareholder**

[_]

_____

Name:
Title: