

REFINITIV

DELTA REPORT

10-Q

PLUR - PLURI INC.

10-Q - MARCH 31, 2024 COMPARED TO 10-Q - DECEMBER 31, 2023

The following comparison report has been automatically generated

TOTAL DELTAS	1640
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 CHANGES	179
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 DELETIONS	1003
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 ADDITIONS	458
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

(Mark One)

☒ QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **December March 31, 2023 2024**

☐ TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE EXCHANGE ACT

For the transition period from _____ to _____

Commission file number **001-31392**

PLURI INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of
incorporation or organization)

98-0351734

(I.R.S. Employer
Identification No.)

**MATAM Advanced Technology Park,
Building No. 5, Haifa, Israel**

(Address of principal executive offices)

3508409

(Zip Code)

Registrant's telephone number **011-972-74-7108600**

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Shares, par value \$0.00001	PLUR	The Nasdaq Capital Market

Securities registered pursuant to Section 12(g) of the Act:

None.

(Title of class)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registration was required to submit files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller

reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer☐

Accelerated filer☐

Non-accelerated filer☒

Smaller reporting company☒

Emerging growth company☐

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

State the number of shares outstanding of each of the issuer’s classes of common shares as of the latest practicable date:
41,480,172 5,388,792 common shares issued and outstanding as of February 12, 2024 May 3, 2024.

PART I - FINANCIAL INFORMATION

Item 1. Financial Statements.

PLURI INC. AND ITS SUBSIDIARIES
INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

As of December 31, 2023 March 31, 2024

U.S. DOLLARS IN THOUSANDS

(Unaudited)

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INTERIM CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)
U.S. Dollars in thousands (except share and per share data)

	Note	December 31, 2023	June 30, 2023	Note	March 31, 2024	June 30, 2023
ASSETS						
CURRENT ASSETS:						
Cash and cash equivalents		\$ 5,468	\$ 5,360		\$ 7,081	\$ 5,360
Short-term bank deposits		25,152	34,811		18,926	34,811
Restricted cash		373	269		273	269
Prepaid expenses and other current assets		1,259	969		1,087	969
<u>Total</u> current assets		<u>32,252</u>	<u>41,409</u>		<u>27,367</u>	<u>41,409</u>
LONG-TERM ASSETS:						
Restricted bank deposits		645	627		637	627
Severance pay fund		460	439		459	439
Property and equipment, net		788	688		769	688
Operating lease right-of-use asset		7,340	7,633		7,151	7,633
Long-term deposit and other long-term assets		79	1		7	1
<u>Total</u> long-term assets		<u>9,312</u>	<u>9,388</u>		<u>9,023</u>	<u>9,388</u>
<u>Total</u> assets		<u>\$ 41,564</u>	<u>\$ 50,797</u>		<u>\$ 36,390</u>	<u>\$ 50,797</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

INTERIM CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)
U.S. Dollars in thousands (except share and per share data)

	Note	December 31, 2023	June 30, 2023	Note	March 31, 2024	June 30, 2023
LIABILITIES AND SHAREHOLDERS' EQUITY						
LIABILITIES AND SHAREHOLDERS' EQUITY (DEFICIT)						
CURRENT LIABILITIES						
Trade payables		\$ 1,104	\$ 1,812		\$ 1,030	\$ 1,812
Accrued expenses		1,012	1,209		958	1,209
Operating lease liability		654	627		675	627
Accrued vacation and recuperation		779	873		810	873
Advances from customers					101	7
Other accounts payable		981	1,100		952	1,093
<u>Total</u> current liabilities		<u>4,530</u>	<u>5,621</u>		<u>4,526</u>	<u>5,621</u>
LONG-TERM LIABILITIES						
Accrued severance pay		613	598		611	598
Operating lease liability		5,403	5,748		5,343	5,748
Loan from the European Investment Bank ("EIB")	4	24,401	23,530	4	24,065	23,530
<u>Total</u> long-term liabilities		<u>30,417</u>	<u>29,876</u>		<u>30,019</u>	<u>29,876</u>
COMMITMENTS AND CONTINGENCIES	3			3		
SHAREHOLDERS' EQUITY						
SHAREHOLDERS' EQUITY (DEFICIT)						
Share capital:	5					

Common shares, \$0.00001 par value per share:				
Authorized: 300,000,000 as of December 31, 2023,			*	*
and June 30, 2023; Issued and outstanding:				
41,680,023 and 41,245,495 shares as of December				
31, 2023, and June 30, 2023, respectively				
Share capital (**):			5	
Common shares, \$0.00001 par value per share:				
Authorized: 37,500,000 as of March 31, 2024, and				
June 30, 2023; Issued and outstanding: 5,228,737			*	*
and 5,155,687 shares as of March 31, 2024, and				
June 30, 2023, respectively				
Additional paid-in capital	413,849	412,939	414,387	412,939
Accumulated deficit	(409,450)	(399,584)	(414,743)	(399,584)
Total shareholders' equity	4,399	13,355		
Total shareholders' (deficit) equity			(356)	13,355
Non-controlling interests	2,218	1,945	2,201	1,945
Total equity	6,617	15,300	1,845	15,300
Total liabilities and equity	\$ 41,564	\$ 50,797	\$ 36,390	\$ 50,797

(*) Less than \$1

(**) See note 1d regarding reverse stock split

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

INTERIM CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)

U.S. Dollars in thousands (except share and per share data)

	Six months ended December 31		Three months ended December 31,	
	2023	2022	2023	2022
Revenues	\$ 159	\$ 89	\$ 105	\$ 2
Operating expenses:				
Research and development expenses	\$ (6,704)	\$ (9,079)	\$ (3,338)	\$ (4,575)
Less: participation by the National Institute of Allergy and Infectious Diseases (“NIAID”), the Israeli Innovation Authority (“IIA”), Horizon Europe and other parties	747	1,023	374	790
Research and development expenses, net	(5,957)	(8,056)	(2,964)	(3,785)
General and administrative expenses	(4,792)	(5,635)	(2,354)	(2,896)
Operating loss	(10,590)	(13,602)	(5,213)	(6,679)
Interest expenses	(430)	(406)	(216)	(212)
Other financial income (expenses), net	928	(515)	435	(1,363)
Total financial income (expenses), net	498	(921)	219	(1,575)
Net loss	<u>\$ (10,092)</u>	<u>\$ (14,523)</u>	<u>\$ (4,994)</u>	<u>\$ (8,254)</u>
Net loss attributed to non-controlling interest	\$ (226)	\$ (285)	\$ (89)	\$ (137)
Net loss attributed to shareholders	\$ (9,866)	\$ (14,238)	\$ (4,905)	\$ (8,117)
Loss per share:				
Basic and diluted net loss per share	<u>\$ (0.24)</u>	<u>\$ (0.44)</u>	<u>\$ (0.12)</u>	<u>\$ (0.24)</u>
Weighted average number of shares used in computing basic and diluted net loss per share	<u>41,428,439</u>	<u>32,878,434</u>	<u>41,526,817</u>	<u>33,194,622</u>
The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.				

INTERIM CONDENSED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (UNAUDITED)

U.S. Dollars in thousands (except share and per share data)

	Shareholders' Equity						
	Common Shares		Additional	Accumulated	Total	Non-	Total
	Shares	Amount	Paid-in Capital	Deficit	Shareholders' Equity	controlling Interests	Equity
Balance as of July 1, 2022	32,507,491	\$ (*)	\$ 401,302	\$ (371,263)	\$ 30,039	\$ 2,147	\$ 32,186
Share-based compensation to employees, directors, and non-employee consultants	233,539	(*)	1,355	-	1,355	542	1,897
Issuance of common shares and warrants related to December 2022 private placement, net of issuance costs of \$361	5,550,121	(*)	5,406		5,406		5,406
Modification of warrants to non-controlling interests	-	-	(385)	-	(385)	385	-
Expiration of warrants in Ever After	-	-	1,014	-	1,014	(1,014)	-
Net loss	-	-	-	(14,238)	(14,238)	(285)	(14,523)
Balance as of December 31, 2022	<u>38,291,151</u>	<u>\$ (*)</u>	<u>\$ 408,692</u>	<u>\$ (385,501)</u>	<u>\$ 23,191</u>	<u>\$ 1,775</u>	<u>\$ 24,966</u>
	Shareholders' Equity						
	Common Shares		Additional	Accumulated	Total	Non-	Total
	Shares	Amount	Paid-in Capital	Deficit	Shareholders' Equity	controlling Interests	Equity
Balance as of October 1, 2022	32,634,662	\$ (*)	\$ 401,576	\$ (377,384)	\$ 24,192	\$ 2,709	\$ 26,901
Share-based compensation to employees, directors, and non-employee consultants	106,368	(*)	696	-	696	217	913
Issuance of common shares and warrants related to December 2022 private placement, net of issuance costs of \$361	5,550,121	(*)	5,406	-	5,406	-	5,406

Expiration of warrants in Ever After	-	-	1,014	-	1,014	(1,014)	-
Net loss	-	-	-	(8,117)	(8,117)	(137)	(8,254)
Balance as of							
December 31, 2022	38,291,151	\$ (*)	\$ 408,692	\$ (385,501)	\$ 23,191	\$ 1,775	\$ 24,966

	Nine months ended March 31		Three months ended March 31,	
	2024	2023	2024	2023
Revenues	\$ 230	\$ 176	\$ 71	\$ 87
Operating expenses:				
Research and development expenses	\$ (10,066)	\$ (13,412)	\$ (3,362)	\$ (4,333)
Less: participation by the National Institute of Allergy and Infectious Diseases (“NIAID”), the Israeli Innovation Authority (“IIA”), Horizon Europe and other parties	1,015	1,189	268	166
Research and development expenses, net	(9,051)	(12,223)	(3,094)	(4,167)
General and administrative expenses	(7,303)	(8,655)	(2,511)	(3,020)
Operating loss	(16,124)	(20,702)	(5,534)	(7,100)
Interest expenses	(648)	(623)	(218)	(217)
Other financial income (expenses), net	1,290	(956)	362	(441)
Total financial income (expenses), net	642	(1,579)	144	(658)
Net loss	\$ (15,482)	\$ (22,281)	\$ (5,390)	\$ (7,758)
Net loss attributed to non-controlling interest	\$ (323)	\$ (419)	\$ (97)	\$ (134)
Net loss attributed to shareholders	\$ (15,159)	\$ (21,862)	\$ (5,293)	\$ (7,624)
Loss per share:				
Basic and diluted net loss per share	\$ (2.92)	\$ (5.04)	\$ (1.01)	\$ (1.52)
Weighted average number of shares used in computing basic and diluted net loss per share (**)	5,193,808	4,402,130	5,221,162	4,993,451

(**) Less than \$1

INTERIM CONDENSED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (UNAUDITED)

U.S. Dollars in thousands (except share and per share data)

	Shareholders' Equity						
	Common Shares		Additional	Accumulated	Total	Non-	Total
	Shares	Amount	Paid-in Capital	Deficit	Shareholders' Equity	controlling Interests	Equity
Balance as of July 1, 2023	41,245,495	\$ (*)	\$ 412,939	\$ (399,584)	\$ 13,355	\$ 1,945	\$ 15,300
Share-based compensation to employees, directors, and non-employee consultants	434,528	(*)	910	-	910	499	1,409
Net loss	-	-	-	(9,866)	(9,866)	(226)	(10,092)
Balance as of December 31, 2023	<u>41,680,023</u>	<u>\$ (*)</u>	<u>\$ 413,849</u>	<u>\$ (409,450)</u>	<u>\$ 4,399</u>	<u>\$ 2,218</u>	<u>\$ 6,617</u>
	Shareholders' Equity						
	Common Shares		Additional	Accumulated	Total	Non-	Total
	Shares	Amount	Paid-in Capital	Deficit	Shareholders' Equity	controlling Interests	Equity
Balance as of October 1, 2023	41,448,521	\$ (*)	\$ 413,446	\$ (404,545)	\$ 8,901	\$ 2,137	\$ 11,038
Share-based compensation to employees, directors, and non-employee consultants	231,502	(*)	403	-	403	170	573
Net loss	-	-	-	(4,905)	(4,905)	(89)	(4,994)
Balance as of December 31, 2023	<u>41,680,023</u>	<u>\$ (*)</u>	<u>\$ 413,849</u>	<u>\$ (409,450)</u>	<u>\$ 4,399</u>	<u>\$ 2,218</u>	<u>\$ 6,617</u>

(*) Less than \$1 See note 1d regarding reverse stock split

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

INTERIM CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS CHANGES IN SHAREHOLDERS' EQUITY (DEFICIT) (UNAUDITED)

U.S. Dollars in thousands (except share and per share data)

	Six months ended December 31,	
	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (10,092)	\$ (14,523)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	131	197
Share-based compensation to employees, directors and non-employee consultants	1,409	1,897
Increase in prepaid expenses, other current assets and other long-term assets	(299)	(500)
Decrease in trade payables	(713)	(517)
Decrease in other accounts payable and accrued expenses	(410)	(1,290)
Increase (decrease) in operating lease right-of-use asset and liability, net	(25)	113
Decrease (increase) in interest receivable on deposits	3	(388)
Effect of exchange rate changes on cash, cash equivalents, deposits and restricted cash	(373)	111
Linkage differences and interest on long-term deposits	(2)	-
Long term interest payable and exchange rate differences relate to EIB loan	871	997
Accrued severance pay, net	(6)	14
Net cash used for operating activities	<u>\$ (9,506)</u>	<u>\$ (13,889)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	\$ (224)	\$ (141)
Proceeds from short-term deposits, net	10,012	7,203
Investment in long-term deposits	(67)	-
Net cash provided by investing activities	<u>\$ 9,721</u>	<u>\$ 7,062</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Issuance of common shares and warrants, net of issuance costs	-	5,693
Net cash provided by financing activities	<u>\$ -</u>	<u>\$ 5,693</u>

Shareholders' Equity						
Common Shares		Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Equity	Non- controlling Interests	Total Equity
Shares (**)	Amount					

Balance as of July 1, 2022	4,063,437	\$ (*)	\$ 401,302	\$ (371,263)	\$ 30,039	\$ 2,147	\$ 32,186
Share-based compensation to employees, directors, and non-employee consultants	51,104	(*)	2,224	-	2,224	718	2,942
Issuance of common shares and warrants related to December 2022 private placement, net of issuance costs of \$435	1,019,487	(*)	8,034	-	8,034	-	8,034
Modification of warrants to non-controlling interests	-	-	(385)	-	(385)	385	-
Expiration of warrants in Ever After	-	-	1,014	-	1,014	(1,014)	-
Net loss	-	-	-	(21,862)	(21,862)	(419)	(22,281)
Balance as of March 31, 2023	<u>5,134,028</u>	<u>\$ (*)</u>	<u>\$ 412,189</u>	<u>\$ (393,125)</u>	<u>\$ 19,064</u>	<u>\$ 1,817</u>	<u>\$ 20,881</u>

	Shareholders' Equity						
	Common Shares		Additional	Accumulated	Total	Non-	Total
	Shares (**)	Amount	Paid-in Capital	Deficit	Shareholders' Equity	controlling Interests	Equity
Balance as of January 1, 2023	4,786,394	\$ (*)	\$ 408,692	\$ (385,501)	\$ 23,191	\$ 1,775	\$ 24,966
Share-based compensation to employees, directors, and non-employee consultants	21,912	(*)	869	-	869	176	1,045
Issuance of common shares and warrants related to December 2022 private placement, net of issuance costs of \$74	325,722	(*)	2,628	-	2,628	-	2,628
Net loss	-	-	-	(7,624)	(7,624)	(134)	(7,758)
Balance as of March 31, 2023	<u>5,134,028</u>	<u>\$ (*)</u>	<u>\$ 412,189</u>	<u>\$ (393,125)</u>	<u>\$ 19,064</u>	<u>\$ 1,817</u>	<u>\$ 20,881</u>

(*) Less than \$1

(**) See note 1d regarding reverse stock split

INTERIM CONDENSED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (DEFICIT) (UNAUDITED)

U.S. Dollars in thousands (except share and per share data)

	Shareholders' Equity (Deficit)						
	Common Shares		Additional	Accumulated	Total	Non-	Total
	Shares (**)	Amount	Paid-in Capital	Deficit	Shareholders' Equity (Deficit)	controlling Interests	Equity
Balance as of July 1, 2023	5,155,687	\$ (*)	\$ 412,939	\$ (399,584)	\$ 13,355	\$ 1,945	\$ 15,300
Share-based compensation to employees, directors, and non-employee consultants	73,050	(*)	1,448	-	1,448	579	2,027
Net loss	-	-	-	(15,159)	(15,159)	(323)	(15,482)
Balance as of March 31, 2024	<u>5,228,737</u>	<u>\$ (*)</u>	<u>\$ 414,387</u>	<u>\$ (414,743)</u>	<u>\$ (356)</u>	<u>\$ 2,201</u>	<u>\$ 1,845</u>
	Shareholders' Equity (Deficit)						
	Common Shares		Additional	Accumulated	Total	Non-	Total
	Shares (**)	Amount	Paid-in Capital	Deficit	Shareholders' Equity (Deficit)	controlling Interests	Equity
Balance as of January 1, 2024	5,210,003	\$ (*)	\$ 413,849	\$ (409,450)	\$ 4,399	\$ 2,218	\$ 6,617
Share-based compensation to employees, directors, and non-employee consultants	18,734	(*)	538	-	538	80	618
Net loss	-	-	-	(5,293)	(5,293)	(97)	(5,390)
Balance as of March 31, 2024	<u>5,228,737</u>	<u>\$ (*)</u>	<u>\$ 414,387</u>	<u>\$ (414,743)</u>	<u>\$ (356)</u>	<u>\$ 2,201</u>	<u>\$ 1,845</u>

(*) Less than \$1

(**) See note 1d regarding reverse stock split

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

INTERIM CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

U.S. Dollars in thousands (except share and per share data)

	Six months ended December 31,	
	2023	2022
EFFECT OF EXCHANGE RATE ON CASH, CASH EQUIVALENTS AND RESTRICTED CASH		
	\$ 15	\$ (111)
Increase (decrease) in cash, cash equivalents and restricted cash	230	(1,245)
Cash, cash equivalents and restricted cash at the beginning of the period	6,256	11,413
Cash, cash equivalents and restricted cash at the end of the period	<u>\$ 6,486</u>	<u>\$ 10,168</u>
Reconciliation of cash, cash equivalents and restricted cash reported in the consolidated balance sheets:		
Cash and cash equivalents	5,468	8,818
Restricted cash	373	753
Long-term restricted bank deposits	645	597
Total cash, cash equivalents, restricted cash and restricted bank deposits	<u>\$ 6,486</u>	<u>\$ 10,168</u>
(a) Supplemental disclosure of non-cash activities:		
Purchase of property and equipment on credit	\$ 80	\$ 15
Accrued expenses related to issuance of common shares and warrants	-	287
Supplemental non-cash information related to lease liabilities arising from obtaining right-of-use assets	<u>\$ 78</u>	<u>\$ -</u>

	Nine months ended March 31,	
	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (15,482)	\$ (22,281)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	192	285
Share-based compensation to employees, directors and non-employee consultants	2,027	2,942
Increase in prepaid expenses, other current assets and other long-term assets	(124)	(510)

Decrease in trade payables	(742)	(393)
Decrease in other accounts payable and accrued expenses	(455)	(1,135)
Increase in advances from customers	94	7
Increase (decrease) in operating lease right-of-use asset and liability, net	125	(2)
Decrease (increase) in interest receivable on deposits	218	(786)
Effect of exchange rate changes on cash, cash equivalents, deposits and restricted cash	(89)	278
Long term interest payable and exchange rate differences relate to EIB loan	535	1,668
Accrued severance pay, net	(7)	(33)
Net cash used for operating activities	<u>\$ (13,708)</u>	<u>\$ (19,960)</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Purchase of property and equipment	\$ (313)	\$ (165)
Proceeds from short-term deposits, net	15,702	5,539
Net cash provided by investing activities	<u>\$ 15,389</u>	<u>\$ 5,374</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Issuance of common shares and warrants, net of issuance costs	-	8,034
Net cash provided by financing activities	<u>\$ -</u>	<u>\$ 8,034</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

INTERIM CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

U.S. Dollars in thousands (except share and per share data)

	Nine months ended March 31,	
	2024	2023
EFFECT OF EXCHANGE RATE ON CASH, CASH EQUIVALENTS AND RESTRICTED CASH	\$ 54	\$ (278)
Increase (decrease) in cash, cash equivalents and restricted cash	1,735	(6,830)
Cash, cash equivalents and restricted cash at the beginning of the period	6,256	11,413
Cash, cash equivalents and restricted cash at the end of the period	<u>\$ 7,991</u>	<u>\$ 4,583</u>
Reconciliation of cash, cash equivalents and restricted cash reported in the consolidated balance sheets:		
Cash and cash equivalents	7,081	3,677
Restricted cash	273	273
Long-term restricted bank deposits	637	633
Total cash, cash equivalents, restricted cash and restricted bank deposits	<u>\$ 7,991</u>	<u>\$ 4,583</u>
(a) Supplemental disclosure of non-cash activities:		
Purchase of property and equipment on credit	\$ 34	\$ 87
Accrued expenses related to issuance of common shares and warrants	100	-
Lease liabilities arising from obtaining right-of-use assets	<u>\$ 82</u>	<u>\$ -</u>
	<u>216</u>	<u>87</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

NOTES TO INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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

NOTE 1: - GENERAL

- a. Pluri Inc. (formally known as Pluristem Therapeutics Inc.), a Nevada corporation, was incorporated on May 11, 2001. Pluri Inc.'s common shares trade on Nasdaq Capital Market and Tel Aviv Stock Exchange under the symbol "PLUR". Pluri Inc. has a wholly owned subsidiary, Pluri-Biotech Ltd. (formerly known as Pluristem Ltd.) (the "Subsidiary"), which is incorporated under the laws of the State of Israel. In January 2020, the Subsidiary established a wholly owned subsidiary, Pluristem GmbH (the "German Subsidiary") which is incorporated under the laws of Germany. In January 2022, the Subsidiary established a new subsidiary, Ever After Foods Ltd. ("Ever After") formerly known as Plurinuva Ltd. Ever After is incorporated under the laws of Israel, which followed the execution of the collaboration agreement with Tnuva Food Industries – Agricultural Cooperative in Israel Ltd., through its fully owned subsidiary, Tnuva Food-Tech Incubator (2019), Limited Partnership ("Tnuva"). Pluri Inc., the Subsidiary, the German Subsidiary and Ever After are referred to as the "Company" or "Pluri." The Subsidiary, the German Subsidiary and Ever After are referred to as the "Subsidiaries."
- b. The Company is a bio-technology company with an advanced cell-based technology platform, which operates in one operating segment. The Company has developed a unique three-dimensional ("3D") technology platform for cell expansion with an industrial scale in-house Good Manufacturing Practice cell manufacturing facility. Pluri currently uses its technology in the field of regenerative medicine, food tech cellular agriculture and agtech and recently launched a Contract Development and Manufacturing Organization or CDMO activities ("CDMO") business, and plans to utilize its technology in other industries and verticals that have a need for a mass scale and cost-effective cell expansion platform. Pluri is focused on the research, development and manufacturing of cell-based products and the business development of cell therapeutics and cell-based technologies providing potential solutions for various industries.
- c. The Company has incurred an accumulated deficit of approximately \$409,450 \$414,743 and incurred recurring operating losses and negative cash flows from operating activities since inception. As of December 31, 2023 March 31, 2024, the Company's total shareholders' equity deficit amounted to \$4,399. \$356. During the six-month nine-month period ended December 31, 2023 March 31, 2024, the Company incurred losses of \$9,866 \$15,482 and its negative cash flow from operating activities was \$9,506.

As of December 31, 2023, the Company's cash position (cash and cash equivalents, short-term bank deposits, restricted cash and restricted bank deposits) totaled \$31,638. \$13,708.

As of March 31, 2024, the Company's cash position (cash and cash equivalents, short-term bank deposits, restricted cash and restricted bank deposits) totaled \$26,917.

The Company plans to continue to finance its operations from its current resources, by entering into licensing or other commercial, and collaboration agreements, by providing CDMO services to clients, from grants and contracts to support its research and development activities and from sales of its equity securities. The Company's management believes that its current resources, together with its existing operating plan, are sufficient for the Company to meet its obligations as they come due at least for a period of twelve months from the date of the issuance of these condensed consolidated financial statements. There is no assurance, however, that the Company will be able to obtain the adequate level of financial resources that is no assurance, however, that the Company will be able to obtain the adequate level of financial resources that are required for the long-term development and commercialization of its products.

- d. Reverse stock split

In March 2024, the Company's Board of Directors approved a 1-for-8 reverse stock split of the Company's (a) authorized common shares; and (b) issued and outstanding common shares. The reverse stock split became effective on April 1, 2024, subsequent to the balance sheet date. All common shares, options, warrants and securities convertible or exercisable into common shares, as well as loss per share, have been adjusted to give retroactive effect to this reverse stock split for all periods presented.

NOTES TO INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES

a. Unaudited Interim Financial Information

The accompanying interim unaudited condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of U.S. Securities and Exchange Commission Regulation S-X. Accordingly, they do not include all the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments considered necessary for a fair statement have been included (consisting only of normal recurring adjustments). For further information, reference is made to the consolidated financial statements and footnotes thereto included in the Company's Annual Report on Form 10-K for the year ended June 30, 2023. The year-end balance sheet data was derived from the audited consolidated financial statements as of June 30, 2023, but not all disclosures required by GAAP are included.

Operating results for the six-month nine-month period ended December 31, 2023 March 31, 2024, are not necessarily indicative of the results that may be expected for the year ending June 30, 2024.

b. Significant Accounting Policies

The significant accounting policies followed in the preparation of these interim unaudited condensed consolidated financial statements are identical to those applied in the preparation of the latest annual financial statements.

c. Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates, judgments and assumptions that are reasonable based upon information available at the time they are made. These estimates, judgments and assumptions can affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

NOTES TO INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (CONT.)

d. Fair value of financial instruments

The carrying amounts of the Company's financial instruments, including cash and cash equivalents, restricted cash, short-term bank deposits, long-term bank deposit and restricted bank deposits and other current assets, trade payable and other accounts payable and accrued expenses, approximate their fair value because of their generally short-term maturities.

The Company measures its derivative instruments at fair value under Accounting Standards Codification ("ASC"), "Fair Value Measurements and Disclosures" ("ASC 820"). Fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants.

As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or a liability. As a basis for considering such assumptions, ASC 820 establishes a three-tier value hierarchy, which prioritizes the inputs used in the valuation methodologies in measuring fair value:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2 - Inputs other than Level 1 that are observable for the asset or liability, either directly or indirectly; and

Level 3 - Unobservable inputs for the asset or liability.

NOTES TO INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (CONT.)

The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The Company categorized each of its fair value measurements in one of these three levels of hierarchy.

On April 30, 2020, the German Subsidiary entered into a finance contract (the “Finance Contract”) with the EIB, pursuant to which the German Subsidiary can obtain a loan in the amount of up to €50 million, subject to certain milestones being reached (the “Loan”).

During June 2021, Pluri received €20 million under the Finance Contract. The amount received is due on June 1, 2026, and bears annual interest of 4% to be paid with the principal of the Loan.

The Company measures its liability pursuant to the Finance Contract with the EIB based on the aggregate outstanding amount of the combined principal and accrued interest thereunder. As of **December 31, 2023** **March 31, 2024**, the Company does not reflect its liability for future royalty payments pursuant to the Finance Contract with the EIB since the accrual liability pertaining to royalties to EIB is immaterial (see also note 4).

NOTES TO INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (CONT.)

e. *New Accounting Pronouncements*i. *Recently adopted accounting pronouncements*ASU No. 2016-13 - “Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments” (“ASU 2016-13”):

In June 2016, the Financial Accounting Standards Board (the “FASB”) issued Accounting Standards Update (“ASU”) 2016-13, which changes the impairment model for most financial assets and certain other instruments. For trade and other receivables, held-to-maturity debt securities, loans, and other instruments, entities are required to use a new forward-looking “expected loss” model that generally results in the earlier recognition of allowances for losses. The guidance also requires increased disclosures. The amendments contained in ASU 2016-13 were originally effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years for the Company. In November 2019, the FASB issued ASU No. 2019-10, which delayed the effective date of ASU 2016-13 for smaller reporting companies (as defined by the U.S. Securities and Exchange Commission rules (“SEC”)) rules to fiscal years beginning after December 15, 2022, including interim periods.

The guidance requires a modified retrospective transition approach through a cumulative-effect adjustment to retained earnings as of the beginning of the period of adoption. The Company meets the SEC definition of an SRC a smaller reporting company and adopted the new accounting standard effective July 1, 2023. The adoption of this standard did not have a material impact on the Company’s consolidated financial statements.

ii. *Recently issued accounting pronouncements, not yet adopted*ASU No. 2023-07 - “Segment Reporting (Topic 280): Improvements to reportable segment disclosures” (“ASU 2023-07”):

In November 2023, the FASB issued ASU 2023-07 “Segment Reporting: Improvements to Reportable Segment Disclosures”. 2023-07. This guidance expands public entities’ segment disclosures primarily by requiring disclosure of significant segment expenses that are regularly provided to the chief operating decision maker and included within each reported measure of segment profit or loss, an amount and description of its composition of other segment items, and interim disclosures of a reportable segment’s profit or loss and assets. The guidance is effective for the fiscal year beginning after December 15, 2023, and interim periods within the fiscal years beginning after December 15, 2024, with early adoption permitted.

The amendments should be applied retrospectively to all prior periods presented in the financial statements. The Company is currently evaluating this guidance to determine the impact it may have on its consolidated financial statements disclosures.

NOTES TO INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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

NOTE 2: - SIGNIFICANT ACCOUNTING POLICIES (CONT.)

ASU No. 2023-09 - “Income Taxes (Topic 740): Improvements to Income Tax Disclosures” (“ASU 2023-09”):

In December 2023, the FASB issued ASU 2023-09 “Income Taxes (Topic 740): Improvements to Income Tax Disclosures”. 2023-09. This guidance is intended to enhance the transparency and decision usefulness of income tax disclosures. The amendments in ASU 2023-09 address investor requests for enhanced income tax information primarily through changes to the rate reconciliation and regarding income tax paid both in the U.S. and foreign jurisdictions. ASU 2023-09 is effective for annual periods beginning after December 15, 2024 on a prospective basis. Early adoption and retroactive application are permitted. The Company is currently evaluating this guidance to determine the impact it may have on its consolidated financial statements disclosures.

NOTE 3: - COMMITMENTS AND CONTINGENCIES

- a. As of December 31, 2023 March 31, 2024, an amount of \$1,018 \$910 of cash and deposits was pledged by the Subsidiary for bank guarantees related to its facility operating lease agreement and to secure its credit line for hedging transactions.
- b. Under the Law for the Encouragement of Industrial Research and Development, 1984, (the “Research Law”), research and development programs that meet specified criteria and are approved by the IIA are eligible for grants of up to 50% of the project’s expenditures, as determined by the research committee, in exchange for the payment of royalties from the sale of products developed under the program. Regulations under the Research Law generally provide for the payment of royalties to the IIA of 3% on sales of products and services derived from a technology developed using these grants until 100% of the U.S. dollar-linked grant is repaid. The Company’s obligation to pay these royalties is contingent on its actual sale of such products and services. In the absence of such sales, no payment is required. The outstanding balance of the grants will be subject to interest at a rate equal to the 12-month LIBOR (from January 1, 2024, to the 12-month SOFR) applicable to U.S. dollar deposits that is published on the first business day of each calendar year. Following the full repayment of the grant, there is no further liability for royalties.

As of December 31, 2023 March 31, 2024, the Company’s contingent liability in respect to royalties to the IIA amounted to \$27,669, \$27,746, not including LIBOR (from January 1, 2024, SOFR) interest as described above.

NOTES TO INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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

NOTE 3: - COMMITMENTS AND CONTINGENCIES (CONT.)

- c. In September 2017, the Company signed an agreement with the Tel-Aviv Sourasky Medical Center (Ichilov Hospital) to conduct a Phase I/II trial of PLX-PAD cell therapy for the treatment of Steroid-Refractory Chronic Graft-Versus-Host-Disease ("cGVHD"). As part of the agreement with Ichilov Hospital, the Company will pay royalties of 1% from its net sales of the PLX-PAD product relating to cGVHD, with a maximum aggregate royalty amount of approximately \$500.
- d. As to royalties to the EIB, see note 4.

NOTE 4: - LOAN FROM THE EIB

On April 30, 2020, the German Subsidiary entered into a Finance Contract with the EIB, pursuant to which the German Subsidiary can obtain a loan in the amount of up to €50 million, subject to certain milestones being reached, for a period of 36 months from the signing of the Finance Contract.

During June 2021, Pluri received €20 million of the Finance Contract. The amount received is due on June 1, 2026, and bears annual interest of 4% to be paid with the principal of the Loan. As of **December 31, 2023** **March 31, 2024**, the linked principal balance in the amount of **\$22,121** **\$21,620** and the interest accrued in the amount of **\$2,280** **\$2,445** are presented among long-term liabilities. Since the project period ended on December 31, 2022, the Company does not expect to receive additional funds pursuant to the Finance Contract.

In addition to interest payable on the Loan, the EIB is entitled to receive royalties from revenues for a period of seven years starting at the beginning of fiscal year 2024 and continuing up to and including its fiscal year 2030 in an amount equal to between 0.2% to 2.3% of the Company's consolidated revenues, pro-rated to the amount disbursed from the Loan. As of **December 31, 2023** **March 31, 2024**, the accrual liability pertaining to royalties to EIB is immaterial.

The Finance Contract also contains certain limitations such as the use of proceeds received from the EIB, limitations related to disposal of assets, substantive changes in the nature of the Company's business, changes in holding structure, distributions of future potential dividends and engaging with other banks and financing entities for other loans.

NOTES TO INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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

NOTE 5: - SHAREHOLDERS' EQUITY

Between December 13, 2022 and December 27, 2022, the Company entered into a series of securities purchase agreements with several purchasers for an aggregate of 8,155,900 1,019,488 common shares and warrants, or the Warrants, (the "Warrants") to purchase up to 8,155,900 1,019,488 common shares (the "December 2022 Private Placement"). On December 13, 2022, the Company executed securities purchase agreements to sell, at a purchase price of \$1.03 \$8.24 per share, up to 5,579,883 697,486 common shares and Warrants to purchase up to 5,579,833 697,486 common shares, with an exercise price of \$1.03 \$8.24 per share and a term of three years. On December 14, 2022, the Company executed securities purchase agreements to sell, at a purchase price of \$1.05 \$8.4 per share, up to 2,068,517 258,565 common shares and Warrants to purchase up to 2,068,517 258,565 common shares, with an exercise price of \$1.05 \$8.4 per share and a term of three years. On December 15, 2022, the Company executed securities purchase agreements to sell, at a purchase price of \$1.06 \$8.48 per share, up to 237,500 29,688 common shares and Warrants to purchase up to 237,500 29,688 common shares, with an exercise price of \$1.06 \$8.48 per share and a term of three years. On December 19, 2022, the Company executed a securities purchase agreement to sell, at a purchase price of \$1.09 \$8.72 per share, up to 135,000 16,875 common shares and Warrants to purchase up to 135,000 16,875 common shares, with an exercise price of \$1.09 \$8.72 per share and a term of three years. On December 27, 2022, the Company executed a securities purchase agreement to sell, at a purchase price of \$1.12 \$8.96 per share, up to 135,000 16,875 common shares and Warrants to purchase up to 135,000 16,875 common shares, with an exercise price of \$1.12 \$8.96 per share and a term of three years. The Warrants sold in the December 2022 Private Placement will be are exercisable upon the later of six months from their issuance date, or until from the date the Company increases increased its authorized shares. As of December 31, 2022, the The Company issued 5,550,121 1,019,488 common shares and warrants Warrants that relate to the December 2022 Private Placement and received \$5,800 \$8,034 as of that date. As of December 2022, \$361 was recorded as issuance expenses that relate to the December 2022 Private Placement. As of February 13, 2023, 7,015,900 common shares and warrants sold in the December 2022 Private Placement were issued for aggregate gross proceeds of \$7,300. During the fiscal year 2023, the Company issued a total of 8,155,900 common shares and warrants, all of which were related to the December 2022 private placement. As of March 30, 2023, the Company received \$8,024, date net of \$445 recorded as \$435 from issuance expenses.

On August 31, 2023, and as amended and restated as of October 9, 2023, Ever After entered into a Simple Agreement for Future Equity (the "SAFE Agreement") with an investor. Pursuant to the terms of the SAFE Agreement, Ever After will receive an aggregate amount of \$2,500 (the "SAFE Amount"). As of December 31, 2023, the SAFE Agreement had been terminated and the SAFE Amount was not received.

Pursuant to a shelf registration on Form S-3 declared effective by the SEC on September 21, 2023, on February 13, 2024 the Company entered into an Open Market Sales Agreement (the "Sales Agreement") with A.G.P./Alliance Global Partners ("A.G.P.") which provides that, upon the terms and subject to the conditions and limitations in the Sales Agreement, the Company may elect, from time to time, to offer and sell common shares having an aggregate offering price of up to \$10,000 through A.G.P. acting as sales agent. During April 2024, and after the balance sheet date, the Company sold 42,729 common shares under the Sales Agreement at an average price of \$5.93 per share.

a. Options to consultants:

A summary of the share options to non-employee consultants under equity incentive plans of Pluri Inc. is as follows:

Six months ended December 31, 2023

Nine months ended March 31, 2024

	Number	Weighted Average Exercise Price	Weighted Average Remaining Contractual Terms (in years)	Aggregate Intrinsic Value Price	Number (**)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Terms (in years)	Aggregate Intrinsic Value Price
Share options outstanding at the beginning of the period	64,795	\$ 0.93	6.24	\$ 29	8,100	\$ 7.44	6.24	\$ 234
Share options outstanding and exercisable at the end of the period	64,795	\$ 0.93	5.74	\$ 21				
Share options granted					9,375	4.40	4.81	156
Share options outstanding at the end of the period					17,475	\$ 5.80	5.12	\$ 390
Share options exercisable at the end of the period					8,100	\$ 7.41	5.49	\$ 234
Share options unvested at the end of the period					9,375	4.40	4.81	156

(**) See note 1d regarding reverse stock split

Compensation expenses recorded in general and administrative expenses related to options granted to consultants for the nine months ended March 31, 2024 and 2023 were \$5 and \$5, respectively. Compensation expenses recorded in general and administrative expenses related to options granted to consultants for the three months ended March 31, 2024 and 2023 were \$4 and \$1, respectively.

NOTES TO INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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

NOTE 5: - SHAREHOLDERS' EQUITY (CONT.)

Compensation expenses recorded in general and administrative expenses related to options granted to consultants for the six months ended December 31, 2023 and 2022 were \$1 and \$6, respectively. Compensation expenses recorded in general and administrative expenses related to options granted to consultants for the three months ended December 31, 2022 were \$6. There were no compensation expenses recorded in general and administrative expenses related to options granted to consultants for the three months ended December 31, 2023.

b. Options to the Chief Executive Officer and Director:

A summary of the share options granted to the Chief Executive Officer and Director under equity incentive plans of Pluri Inc. is as follows:

	Six months ended December 31, 2023			Nine months ended March 31, 2024		
	Number	Weighted Average Exercise Price	Weighted Average Remaining Contractual Terms (in years)	Number (**)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Terms (in years)
Share options outstanding at the beginning of the period	1,834,821	\$ 1.90	3.47	229,353	\$ 15.20	3.47
Options granted	100,000	0.76	7.16			
Share options granted				12,500	6.08	6.91
Share options outstanding at the end of the period	1,934,821	\$ 1.85	7.54	241,853	\$ 14.77	2.69
Share options exercisable at the end of the period	1,859,821	\$ 1.89	2.77	235,603	\$ 15.00	2.58
Share options unvested	75,000	\$ 0.76	7.54	6,250	\$ 6.08	7.16
Share options vested and expected to vest at the end of the period	1,934,821	\$ 1.85	7.54	241,853	\$ 14.77	2.69

(**) See note 1d regarding reverse stock split

As of December 31, 2023 March 31, 2024, the aggregate intrinsic value of these options was \$0.

Compensation expenses recorded in general and administrative expenses related to options granted to the Chief Executive Officer and a director for the six nine months ended December 31, 2023, March 31, 2024 and 2023, were \$213. There were

no compensation expenses recorded in general \$223 and administrative expenses related to options granted to the Chief Executive Officer and directors for the six months ended December 31, 2022. \$310, respectively.

Compensation expenses recorded in general and administrative expenses related to options granted to the Chief Executive Officer and a director for the three months ended December 31, 2023, March 31, 2024 and 2023, were \$94. There were no compensation expenses recorded in general \$10 and administrative expenses related to options granted to the Chief Executive Officer and directors for the three months ended December 31, 2022. \$310, respectively.

NOTES TO INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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

NOTE 5: - SHAREHOLDERS' EQUITY (CONT.)

c. **Restricted Stock ("RS") and Restricted Stock Units ("RSUs") to employees, directors, officers and consultants:**

1. RSUs to employees and directors:

The following table summarizes the activity related to RSUs granted to employees, directors and officers under equity incentive plans of Pluri Inc. for the six-month nine-month periods ended December 31, 2023 March 31, 2024 and 2022: 2023:

	Six months ended December 31,		Nine months ended March 31,	
	2023	2022	2024	2023
	Number		Number (**)	
Unvested at the beginning of the period	1,657,592	1,935,014	207,199	241,877
Granted	-	334,821	395,150	41,853
Forfeited	(1,007,165)	(39,138)	(129,622)	(6,424)
Vested	(354,027)	(212,287)	(55,121)	(48,448)
Unvested at the end of the period	296,400	2,018,410	417,606	228,858
Expected to vest after the end of the period	285,379	1,994,118	378,911	226,414

Compensation expenses related to RSUs granted to employees, directors and officers were recorded as follows:

	Six months ended December 31,		Three months ended December 31,	
	2023	2022	2023	2022
Research and development expenses	\$ 62	\$ 117	\$ 31	\$ 54
General and administrative expenses	560	1,139	242	593
	<u>\$ 622</u>	<u>\$ 1,256</u>	<u>\$ 273</u>	<u>\$ 647</u>

As of December 31, 2023, unamortized compensation expenses related to RSUs granted to employees, directors and officers by Pluri Inc. are approximately \$326, to be recognized by the end of June 2026.

(**) See note 1d regarding reverse stock split

PLURI INC. AND ITS SUBSIDIARIES

NOTES TO INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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

NOTE 5: - SHAREHOLDERS' EQUITY (CONT.)

Compensation expenses related to RSUs granted to employees, directors and officers were recorded as follows:

	Nine months ended March 31,		Three months ended March 31,	
	2024	2023	2024	2023
Research and development expenses	\$ 172	\$ 35	\$ 110	\$ (82)
General and administrative expenses	931	1,725	371	586
	<u>\$ 1,103</u>	<u>\$ 1,760</u>	<u>\$ 481</u>	<u>\$ 504</u>

As of March 31, 2024, unamortized compensation expenses related to RSUs granted to employees, directors and officers by Pluri Inc. are approximately \$3,801, to be recognized by the end of January 2027.

2. RS and RSUs to consultants:

The following table summarizes the activity related to RS and RSUs granted to consultants for the six-month nine-month periods ended December 31, 2023 March 31, 2024 and 2022: 2023:

	Six months ended December 31,		Nine months ended March 31,	
	2023	2022	2024	2023
	Number		Number (**)	
Unvested at the beginning of the period	20,000	41,250	2,500	5,157
Granted	60,500	-	19,831	-
Vested	(80,500)	(21,250)	(17,929)	(2,657)
Unvested at the end of the period	<u>-</u>	<u>20,000</u>	<u>4,402</u>	<u>2,500</u>

(**) See note 1d regarding reverse stock split

Compensation expenses related to RS and RSUs granted to consultants by Pluri Inc. were recorded as follows:

	Six months ended December 31,		Three months ended December 31,		Nine months ended March 31,		Three months ended March 31,	
	2023	2022	2023	2022	2024	2023	2024	2023
Research and development expenses	\$ -	\$ 93	\$ -	\$ 55	\$ -	\$ 1	\$ -	\$ 1
General and administrative expenses	74	-	36	-	117	148	43	55

\$	74	\$	93	\$	36	\$	55	\$ 117	\$ 149	\$ 43	\$ 56

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Forward-Looking Statements

This Quarterly Report on Form 10-Q contains certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and other Federal securities laws, and is subject to the safe-harbor created by such Act and laws. Forward-looking statements may include statements regarding our goals, beliefs, strategies, objectives, plans, including product and technology developments, future financial conditions, results or projections or current expectations. In some cases, you can identify forward-looking statements by terminology such as “may,” “will,” “should,” “expect,” “intend,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “potential” or “continue,” the negative of such terms, or other variations thereon or comparable terminology. These statements are merely predictions and therefore inherently subject to known and unknown risks, uncertainties, assumptions, and other factors that may cause actual results, performance levels of activity, or our achievements, or industry results to be materially different from those contemplated by the forward-looking statements. Such forward-looking statements appear in this Item 2 – “Management's Discussion and Analysis of Financial Condition and Results of Operations,” and may appear elsewhere in this Quarterly Report on Form 10-Q and include, but are not limited to, statements regarding the following:

- the expected development, time-to-market and potential benefits from our products in regenerative medicine, biologics, and food technology, or food tech, and agtech, as well as potentially in other industries and verticals that have a need for our mass scale and cost-effective cell expansion platform;
- our expectations of market and industry growth;
- the prospects of entering into additional license agreements, or other forms of cooperation or strategic partnerships with other companies, research organizations and medical institutions, including, without limitation Tnuva (as defined below);
- our pre-clinical and clinical study plans, including timing of initiation, scale, expansion, enrollment, results, and conclusion of trials;
- achieving regulatory approvals;
- receipt of future funding from the Israel Innovation Authority, or IIA, the European Union's Horizon programs, the National Institutes of Health, or NIH, as well as grants from other independent third parties;
- developing capabilities for new clinical indications of placenta expanded, or PLX, cells and new products;
- our expectation to solve medicine's unmet needs and demonstrate a real-world impact and value from our pipeline, technology platform and commercial-scale manufacturing capacity;
- the possible impacts of cybersecurity incidents on our business and operations;
- our expectations regarding our short- and long-term capital requirements;
- our outlook for the coming months and future periods, including but not limited to our expectations regarding future revenue and expenses;
- information with respect to any other plans and strategies for our business;

- changes to the Israel's judicial system, which if pursued by the Israeli government, may negatively impact the business environment in Israel with reluctance for investments or transactions as well as lead to increased currency fluctuations, downgrades in credit rating and increased interest rates; and
- general market, political and economic conditions in the countries in which we operate including those related to recent unrest in the Middle East and armed conflict between Israel and Hamas, Hezbollah and other terrorist organizations from the Gaza Strip and Lebanon.

Our business and operations are subject to substantial risks, which increase the uncertainty inherent in the forward-looking statements contained in this report.

In addition, historic results of scientific research and development, clinical and preclinical trials do not guarantee that the conclusions of future research and development or trials would not suggest different conclusions. Also, historic results referred to in this periodic report would be interpreted differently in light of additional research, development, clinical and preclinical trials results. Except as required by law, we undertake no obligation to release publicly the result of any revision to these forward-looking statements that may be made to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events. Further information on potential factors that could affect our business is described under the heading “Risk Factors” in Part I, Item 1A, of our Annual Report on Form 10-K for the fiscal year ended June 30, 2023, or the 2023 Annual Report, as well as Item 1A of this Quarterly Report. Readers are also urged to carefully review and consider the various disclosures we have made in that report.

As used in this Quarterly Report on Form 10-Q, the terms “we”, “us”, “our”, the “Company” and “Pluri” mean Pluri Inc. and our wholly owned subsidiaries, Pluri Biotech Ltd. and Pluristem GmbH, and our subsidiary Ever After Foods Ltd., or Ever After, unless otherwise indicated or as otherwise required by the context.

All references to common shares, or price per common share, in this Quarterly Report on Form 10-Q, reflect the 1-for-8 reverse stock split effectuated by us on April 1, 2024.

Overview

We are a biotechnology company with an advanced cell-based technology platform. We have developed a unique three-dimensional, or 3D, technology platform for cell expansion with an industrial scale in-house Good Manufacturing Practice, or GMP, cell manufacturing facility. We are utilizing our technology in the field of regenerative medicine, food tech, Contract Development and Manufacturing Organization, or CDMO, and agtech and plan to utilize it in industries and verticals that have a need for our mass scale and cost-effective cell expansion platform.

Our operations are focused on the research, development and manufacturing of cells and cell-based products, and business development of cell therapeutics and cell-based technologies and cell-based products.

Cell Therapy

We use our advanced cell-based technology platform in the field of regenerative medicine to develop placenta-based cell therapy product candidates for the treatment of inflammatory, muscle injuries and hematologic conditions. Our PLX cells are adherent stromal cells that are expanded using our 3D platform. Our PLX cells can be administered to patients off-the-shelf, without blood or tissue matching or additional manipulation prior to administration. PLX cells are believed to release a range of therapeutic proteins in response to the patient’s condition.

In the pharmaceutical area, we have focused on several indications utilizing our product candidates, including, but not limited to, muscle recovery following surgery for hip fracture, incomplete recovery following bone marrow transplantation, critical limb ischemia, or CLI, Chronic Graft versus Host Disease and a potential treatment for Hematopoietic Acute Radiation Syndrome, or H-ARS. Some of these studies have been completed while others are still ongoing. We believe that each of these indications is a severe unmet medical need.

In July 2023, we announced that we signed a three-year \$4.2 million contract with the U.S. National Institute of Allergy and Infectious Diseases, or NIAID, which is part of the NIH. Under such contract, we will collaborate with the U.S. Department of Defense’s Armed Forces Radiobiology Research Institute, or AFRRI, and the Uniformed Services University of Health Sciences, or USUHS, in Maryland, U.S.A., to further advance the development of our PLX-R18 cell therapy as a potential novel treatment for H-ARS, a deadly disease that can result from nuclear disasters and radiation exposure.

In April 2024, we unveiled a novel method for expansion of immune cells using proprietary technology and announced we were granted a new U.S. patent titled, “System and Methods for Immune Cells Expansion and Activation in Large Scale”. This innovative approach ensures that the produced immune cells retain their integrity, functionality, and therapeutic efficacy, thus offering a promising solution to meet the escalating demand for advanced cell-based therapies for immune disorders and neurodegenerative diseases.

In May 2024, we launched a novel immunotherapy platform based on Placental Mucosal Associated Invariant T, or MAIT, cell for solid tumors – a significant medical need which currently lacks effective treatments. We believe that our MAIT platform, isolated from the human placenta, offers substantial potential benefits compared to conventional T cells. Our MAIT cells are potent effector cells, potentially targeting tumors through multiple mechanisms while expressing high levels of various chemokine receptors, which facilitate their migration directly to tumor sites. Furthermore, unlike conventional T cells typically collected from peripheral blood, our MAIT cells demonstrate a lower alloreactivity profile. This characteristic not only minimizes their likelihood of inducing Graft versus Host Disease (GvHD) - a significant advantage over other potential allogeneic products - but also suggests that they may persist in the body for a longer duration, enhancing their therapeutic efficacy.

PluriCDMO™

On January 8, 2024, we announced that we are launching a new business division offering cell therapy manufacturing services as a CDMO: PluriCDMO™. PluriCDMO™ offers services relating to early preclinical development, through late-stage clinical trials and commercialization, with a mission to deliver high-quality, essential therapies to patients.

AgTech

On January 23, 2024, we announced that we are launching cell-based coffee business activity through a new business vertical, PluriAgtech. PluriAgtech’s new cell-based coffee business activity is leveraged by Pluri’s 3D cell expansion and has been developed to address the growing global demand for sustainable, high-quality coffee at mass scale production.

We signed an innovative proof of concept collaboration with ICL Group, a leading global specialty minerals company, to revolutionize bio stimulant delivery and enhance yield sustainably.

In March 2024, we announced an important expansion to our intellectual property portfolio with a new patent approval from the Israel Patent Office, that is designed to reshape the agricultural technology landscape. The patent represents a major breakthrough in our proprietary 3D bioreactor technology, enabling efficient cultivation of plant cells across various applications, from sustainable agriculture to critical healthcare solutions.

Food Tech

On January 5, 2022, we signed definitive collaboration agreements with Tnuva Food Industries – Agricultural Cooperative in Israel Ltd., through its fully owned subsidiary, Tnuva Food-Tech Incubator (2019), Limited Partnership, or Tnuva. Under the definitive collaboration agreements, or the Joint Venture Agreement, we established a new company, Ever After, with the purpose of developing cultivated meat products of all types and kinds. Ever After is engaged in the development, manufacturing and commercialization of technology, know-how and products that will be based on licensed products relating to the field of cultivated meat.

Our joint venture successfully completed proof of concept in its development of cultivated meat based on our cell-based technology platform. Ever After is also using PluriMatrix for producing cultivated meat.

RESULTS OF OPERATIONS – THREE AND SIX NINE MONTHS ENDED DECEMBER MARCH 31, 2023 2024 COMPARED TO THREE AND SIX NINE MONTHS ENDED DECEMBER MARCH 31, 2022, 2023.

Revenues

Revenues for each of the six-month nine-month and three-month periods ended December 31, 2023 March 31, 2024 were \$159,000 \$230,000 and \$105,000, \$71,000, respectively, as compared to \$89,000 \$176,000 and \$2,000, \$87,000, respectively, during the six-month nine-month and three-month periods ended December 31, 2022 March 31, 2023. Revenues for the six-month nine-month and three-month periods ended December 31, 2023 March 31, 2024 were mainly related to services provided to CDMO clients and revenues related to a proof of concept collaboration with ICL Group in the field of process and product development in the CDMO and agtech field. Revenues for the six-month nine-month and three-month periods ended December 31, 2022 March 31, 2023 were mainly related to our collaboration in the biologic field. The increase in revenues is mainly attributed to implementation the launch of our new business strategy and collaboration in various industries, verticals, specifically in the CDMO and agtech field.

Research and Development Expenses, Net

Research and development, or R&D, expenses, net (costs less participation by the IIA, Horizon Europe and the NIAID) for the six-month nine-month period ended December 31, 2023 March 31, 2024 decreased by 26% from \$8,056,000 \$12,223,000 for the six-month nine-month period ended December 31, 2022 March 31, 2023 to \$5,957,000, \$9,051,000. The decrease is mainly attributed to: (1) a decrease in clinical studies expenses following the completion of our CLI, COVID-19 and muscle regeneration following hip fracture clinical studies, and (2) a decrease in salaries and related expenses due to the exchange rate differences related to the strength of the U.S. dollar against the NIS, , reduction in head count of 8 16 R&D employees (100 (91 R&D employees on December 31, 2023 March 31, 2024, compared to 108 107 R&D employees on December 31, 2022 March 31, 2023) and as a result of our cost reduction and efficiency plans and (3) participation grants from the NIAID contract, partially offset by (3) a decrease in other participation grants, participation, specifically the completion of the Horizon 2020 program.

R&D expenses, net (costs less participation by the IIA, Horizon Europe and the NIAID) for the three-month period ended December 31, 2023 March 31, 2024 decreased by 22% 26% from \$3,785,000 \$4,167,000 for the three-month period ended December 31, 2022 March 31, 2023 to \$2,964,000, \$3,094,000. The decrease is mainly attributed to the same reasons described in the precedent preceding paragraph.

General and Administrative Expenses

General and administrative expenses for the six-month nine-month period ended December 31, 2023 March 31, 2024 decreased by 15% 16% from \$5,635,000 \$8,655,000 for the six-month nine-month period ended December 31, 2022 March 31, 2023 to \$4,792,000 \$7,303,000 mainly due to: (1) a decrease in salaries and related expenses due to the exchange rate differences relates to the strength of the U.S. dollar against the NIS and as a result of our cost reduction and efficiency plan, (2) the reduction of our CEO's salary, whereby he waived 75% of his salary and converted it to restricted stock units, or RSUs, and options, from January 2023 through December 2023, (3) a decrease in costs relates premium expenses related to our directors and officers insurance policy, and (4) a decrease in share-based compensation expenses related RSU expenses amortization over time.

General and administrative expenses for the three-month period ended December 31, 2023 March 31, 2024 decreased by 19% 17% from \$2,896,000 \$3,020,000 for the three-month period ended December 31, 2022 March 31, 2023 to \$2,354,000 \$2,511,000 mainly due to: (1) a decrease in salaries and related expenses due to the exchange rate differences relates to the strength of the U.S. dollar against the NIS and due to temporary reduction in employees' regular working hours for a limited period, (2) the reduction of our CEO's salary, whereby he waived 75% of his salary and converted it to RSUs and options, and (3) a decrease in share-based compensation expenses related to employee terminations and RSU expenses amortization over time, time, partially offset by increased expenses related to corporate activities such as investor relations and public relations.

Other Financial Income (expenses), net

Other financial income (expenses), net, changed from \$515,000 (\$956,000) in financial expenses for the six-month nine-month period ended December 31, 2022 March 31, 2023 to \$928,000 \$1,290,000 in financial income for the six-month nine-month period ended December 31, 2023 March 31, 2024. This change is mainly attributed to a decrease in exchange rate differences expenses related to the European Investment Bank, or EIB, loan following fluctuation between the U.S. dollar against the EURO, exchange rates income related to NIS deposits following the strength of the U.S. dollar against the NIS, and from increased income related to interest on deposits, due to an increase in interest rates and income from hedging transactions.

Other financial income (expenses), net, changed from \$1,363,000 (\$441,000) in financial expenses for the three-month period ended December 31, 2022 March 31, 2023 to \$435,000 \$362,000 in financial income for the three-month period ended December 31, 2023 March 31, 2024. This change is mainly attributable to a reduction in exchange rate differences expenses related to the European Investment Bank ("EIB") EIB loan a reduction in exchange rate differences expenses related to NIS deposits following the strength of fluctuation between the U.S. dollar against the NIS EURO, and from increased income related to interest on deposits, due to an increase in interest rates.

Interest Expenses

Interest expenses increased by 6% related to our outstanding loan received from \$406,000 for the six-month period EIB and all changes during the nine-month and three-months periods ended December 31, 2022 to interest expenses of \$430,000 for the six-month period ended December 31, 2023. This increase is March 31, 2024 versus March 31, 2023 are attributable solely to exchange rate differences of Euro versus the U.S. dollar, which relates to the EIB loan interest.

Interest expenses increased by 2% from \$212,000 for the three-month period ended December 31, 2022 to interest expenses of \$216,000 for the three-month period ended December 31, 2023. This increase is attributable solely to exchange rate differences of Euro versus the U.S. dollar, which relates to the EIB loan interest. dollar.

Net Loss

Net loss for the six-month nine-month and three-month periods ended December 31, 2023 were \$10,092,000 March 31, 2024 was \$15,482,000 and \$4,994,000, \$5,390,000, respectively, as compared to net loss of \$14,523,000 \$22,281,000 and \$8,254,000 \$7,758,000 for the six-month nine-month and three-month periods ended December 31, 2022 March 31, 2023. The decrease was due to a decrease in general and administrative expenses and research and development R&D expenses, as part of the implementation of our business strategy, our efforts to reduce costs pursuant to an efficiency plan, and due to an increase in income due to additional collaborations signed. the launch of new businesses such as CDMO and agtech. Net loss per share attributed to shareholders for the six-month nine-month and three-month periods ended December 31, 2023 were \$0.24 March 31, 2024 was \$2.92 and \$0.12, \$1.01, respectively, as compared to \$0.44 \$5.04 and \$0.24 \$1.52 for the six-month nine-month and three-month periods ended December 31, 2022 March 31, 2023. We had net loss attributed to our non-controlling interest in Ever After for the six-month nine-month and three-month periods ended December 31, 2023 March 31, 2024 of \$226,000 \$323,000 and \$89,000, \$97,000, respectively.

For the six-month nine-month and three-month periods ended December 31, 2023 March 31, 2024 and 2022, 2023, we had weighted average common shares outstanding of 41,526,817, 41,428,439 5,193,808, 5,221,162 and 32,878,434, 33,194,622, 4,402,130, 4,993,451, respectively, which were used in the computations of net loss per share for the six-month nine-month and three-month periods.

The increase in weighted average common shares outstanding reflects the issuance of additional shares pursuant to a private placement offering we conducted in December 2022, or the December 2022 Private Placement, and the issuance of additional shares upon the vesting of RSUs and RS restricted shares issued to directors, employees and consultants.

Liquidity and Capital Resources

As of December 31, 2023 March 31, 2024, our total current assets were \$32,252,000 \$27,367,000 and total current liabilities were \$4,530,000, \$4,526,000. On December 31, 2023 March 31, 2024, we had a working capital surplus of \$27,722,000, \$22,841,000, total equity of \$6,617,000, \$1,845,000, out of which \$2,218,000 \$2,201,000 is attributed to the non-controlling interest in Ever After, and an accumulated deficit of \$409,450,000, \$414,743,000.

Our cash and cash equivalents as of December 31, 2023 March 31, 2024 amounted to \$5,468,000, \$7,081,000, compared to \$8,818,000 \$3,677,000 as of December 31, 2022 March 31, 2023, and compared to \$5,360,000 as of June 30, 2023. Cash balances changed in the six nine months ended December 31, 2023 March 31, 2024 compared to the six nine months ended December 2022 March 31, 2023 for the reasons presented below.

Net cash used for operating activities was \$9,506,000 \$13,708,000 in the six nine months ended December 31, 2023 March 31, 2024, compared to \$13,889,000 \$19,960,000 in the six nine months ended December 31, 2022 March 31, 2023. The decrease is mainly attributed to a decrease in net loss following the completion of clinical trials studies and the implementation of our cost reduction and efficiency plan, including a temporary reduction in the scope of roles and salaries of executive officers. Cash used in operating activities in the six nine months ended December 31, 2023 March 31, 2024 and 2022 2023 consisted primarily of payments to suppliers, subcontractors, professional services providers and consultants, and payments of salaries to our employees, partially offset by grants from the IIA, the Horizon Europe program, and funds received from the NIAID contract.

Investing activities provided cash of \$9,721,000 \$15,389,000 in the six nine months ended December 31, 2023 March 31, 2024, compared to cash provided of \$7,062,000 \$5,374,000 for the six nine months ended December 31, 2022 March 31, 2023. The investing activities in the six-month nine-month period ended December 31, 2023 March 31, 2024 and December 31, 2022 March 31, 2023 consisted primarily of the withdrawal of short-term deposits, net of \$10,013,000 \$15,702,000 and \$7,203,000, \$5,539,000, respectively.

We had no financing activities in the six nine months ended December 31, 2023 March 31, 2024. The cash provided in the six nine months ended December 31, 2022 March 31, 2023 by financing activities was related to net proceeds of \$5,693,000 \$8,034,000 related to issuances of common shares and warrants, net of issuance cost that were paid in cash, in the December 2022 Private Placement.

Between December 13, 2022 and December 27, 2022, we entered into a series of securities purchase agreements with several purchasers for an aggregate of 8,155,900 1,019,488 common shares and warrants, or the Warrants, to purchase up to 8,155,900 1,019,488 common shares. On December 13, 2022, we executed securities purchase agreements to sell, at a purchase price of \$1.03 \$8.24 per share, up to 5,579,883 697,486 common shares and Warrants to purchase up to 5,579,833 697,486 common shares, with an exercise price of \$1.03 \$8.24 per share and a term of three years. On December 14, 2022, we executed securities purchase agreements to sell, at a purchase price of \$1.05 \$8.40 per share, up to 2,068,517 258,565 common shares and Warrants to purchase up to 2,068,517 258,565 common shares, with an exercise price of \$1.05 \$8.40 per share and a term of three years. On December 15, 2022, we executed securities purchase agreements to sell, at a purchase price of \$1.06 \$8.48 per share, up to 237,500 29,688 common shares and Warrants to purchase up to 237,500 29,688 common shares, with an exercise price of \$1.06 \$8.48 per share and a term of three years. On December 19, 2022, we executed a securities purchase agreement to sell, at a purchase price of \$1.09 \$8.72 per share, up to 135,000 16,875 common shares and Warrants to purchase up to 135,000 16,875 common shares, with an exercise price of \$1.09 \$8.72 per share and a term of three years. On December 27, 2022, we executed a securities purchase agreement to sell, at a purchase price of \$1.12 \$8.96 per share, up to 135,000 16,875 common shares and Warrants to purchase up to 135,000 16,875 common shares, with an exercise price of \$1.12 \$8.96 per share and a term of three years. The Company issued 1,019,488 common shares and warrants that relate to the December 2022 Private Placement and received \$8,034,000 as of that date net of \$435,000 from issuance expenses.

The Warrants sold in the December 2022 Private Placement will be were exercisable upon the later of six months from their issuance date, or from the date the we increased our authorized shares increased. The Company issued 8,155,900 common shares and warrants that relate to the December 2022 Private Placement and received \$8,024,000 as of that date net of \$445,000 from issuance expenses.

shares. On April 27, 2023, our shareholders approved an amendment to our articles of incorporation of to increase the number of authorized common shares from 60,000,000 7,500,000 shares to 300,000,000 37,500,000 shares and such increase was effectuated on May 1, 2023 when the Company filed its amendment to its articles of incorporation reflecting such increase. As such, the Warrants became exercisable on May 1, 2023.

On December 14, 2022, Yaky Yanay, our Chief Executive Officer, agreed to forgo, starting January 1, 2023, \$375,000 of his annual cash salary for the next twelve months in return for equity grants, issuable under our existing equity compensation plans. In that regard, we granted Mr. Yanay (i) 334,821 41,853 RSUs, vesting ratably each month, and (ii) options to purchase 334,821 41,853 common shares, vesting ratably each month, with a term of 3 years, at an exercise price of \$1.12 \$8.96 per share. In addition, the Board of Directors also agreed to grant Mr. Yanay options to purchase 1,500,000 187,500 common shares, with a term of 3 years, with the following terms: (i) options to purchase 500,000 62,500 common shares at an exercise price of \$1.56 \$12.48 per share, 50% vesting on June 30, 2023 and 50% vesting on December 31, 2023, (ii) options to purchase 500,000 62,500 common shares at an exercise price of \$2.08 \$16.64 per share, 50% vesting on June 30, 2023 and 50% vesting on December 31, 2023, and (iii) options to purchase 500,000 62,500 common shares at an exercise price of \$2.60 \$20.8 per share, 50% vesting on June 30, 2023 and 50% vesting on December 31, 2023. All options were granted in January 2023 and will expire three years from the later of the vesting date or the date which the Company increased its authorized share capital.

On December 25, 2023, Yaky In December 2023, in light of the ongoing conflict in Israel and challenges in predicting its resolution and the subsequent impact on the Company's operations, and in order to ensure the Company's financial stability, the Board approved, at the recommendation of the Company's management, (i) a 20% monthly cash salary reduction in the amount of 39,600 NIS to Mr. Yanay, our Chief Executive Officer, agreed to a reduction in the scope of his role and to a 20% reduction of his salary in the amount of 39,600 NIS or CEO, for the months of January 2024 and February 2024.

On January 12, 2024, Chen Franco-Yehuda, our Chief Financial Officer, agreed to a reduction in the scope of her role and to 2024, (ii) a 20% cash salary reduction of her salary in the amount of 39,000 NIS to Mrs. Franco – Yehuda, our Chief Financial Officer, or CFO, for the months of December 2023, January 2024 and February 2024, and (iii) a 20% monthly fee reduction to the fees that are paid to each of the Company's directors for the months of December 2023 through February 2024.

In April 2020, we and our subsidiaries, Pluri Biotech Ltd. and Pluristem GmbH, executed the EIB Finance Agreement for non-dilutive funding of up to €50 million in the aggregate, payable in three tranches. The proceeds from the EIB Finance Agreement were intended to support our research and development in the European Union to further advance our regenerative cell therapy platform, and to bring the products in our pipeline to market. The term of the project was three years commencing on January 1, 2020.

During June 2021, we received the first tranche in the amount of €20 million pursuant to the EIB Finance Agreement. The amount received is due to be repaid on June 1, 2026 and bears annual interest of 4% to be paid together with the principal of the loan. As of December 31, 2023 March 31, 2024, the interest accrued was in the amount of €2,062,000. €2,263,000. In addition to the interest payable, the EIB is also entitled to royalty payments, pro-rated to the amount disbursed from the EIB loan, on the Company's consolidated revenues beginning in the fiscal year 2024 up to and including its fiscal year 2030, in an amount equal to up to 2.3% of the Company's consolidated revenues below \$350 million, 1.2% of the Company's consolidated revenues between \$350 million and \$500 million and 0.2% of the Company's consolidated revenues exceeding \$500 million. As the project term ended on December 31, 2022, we do not expect to receive additional funds pursuant to the EIB Finance Agreement.

According to the IIA grant terms, we are required to pay royalties at a rate of 3% on sales of products and services derived from technology developed using this and other IIA grants until 100% of the dollar-linked grants amount plus interest are repaid. In the absence of such sales, no payment is required. Through December 31, 2023 March 31, 2024, total grants obtained from the IIA aggregated to approximately \$27,848,000 \$27,925,000 and total royalties paid and accrued amounted to \$179,000.

In June 2020, we announced that we were selected as a member of the CRISPR-IL consortium, a group funded by the IIA. CRISPR-IL brings together the leading experts in life science and computer science from academia, medicine, and industry, to develop Artificial Intelligence, or AI, based end-to-end genome-editing solutions. These next-generation, multi-species genome editing products for human, plant, and animal DNA, have applications in the pharma, agriculture, and aquaculture industries. CRISPR-IL is funded by the IIA with a total budget of approximately \$10,000,000 of which, an amount of approximately \$480,000 was a direct grant allocated to us, for the initial period of 18 months. During October 2021, we received an approval for an additional grant of approximately \$583,000 from the IIA pursuant to the CRISPR-IL consortium program, for an additional period of eighteen months. During January 2023, we received approval for an extension of an additional 2 months to finish the program until June 30, 2023. The CRISPR-IL consortium program does not include any obligation to pay royalties.

Through December 31, 2023 March 31, 2024, we received total grants of approximately \$774,000 \$775,000 in cash from the IIA pursuant to the CRISPR-IL consortium program; program and we expect to receive an additional \$250,000; no amount was received during the three months ended December 31, 2023 March 31, 2024.

On September 6, 2022, we announced that a €7.5 million non-dilutive grant from the European Union's Horizon program was awarded to Advanced PeRsOnalized Therapies for Osteoarthritis (PROTO), an international collaboration led by Charité Berlin Institute of Health Center for Regenerative Therapies. The goal of the PROTO project is to utilize our PLX-PAD cells in a Phase I/IIa study for the treatment of mild to moderate knee osteoarthritis. Final approval of the grant is subject to completion of the consortium agreement. An amount of approximately Euro 500,000 (approximately \$533,745) \$540,000 will be a direct grant that will be allocated to us. Through December 31, 2023 March 31, 2024, we received a payment of approximately \$185,000 in cash, which relates to the PROTO program.

The Phase I/II study will be carried out by Charité, together with us and other members of the international consortium under the leadership of Professor Tobias Winkler, Principal Investigator, at the Berlin Institute of Health Center of Regenerative Therapies, Julius Wolff Institute and Center for Musculoskeletal Surgery. The initiation of the PROTO clinical study is subject to regulatory approval which has not yet been received.

On July 11, 2023, we signed a three-year \$4,200,000 contract with the NIAID, which is part of the NIH. We will collaborate with the U.S. Department of Defense's, or DoD's, AFRRRI and USUHS to further advance the development of our PLX-R18 cell therapy as a potential novel treatment for H-ARS. H-ARS is a deadly disease that can result from nuclear disasters and radiation exposure. The period of performance of this contract will be from July 1, 2023 through June 30, 2024, which may be extended for an additional two-year period. As of December 31, 2023, we have received from the NIAID approximately \$382,000 and as of March 31, 2024, we expect to receive an additional amount of approximately \$343,000 for activities conducted by that date.

The currency On February 13, 2024, we entered into a sales agreement, or the Sales Agreement, with A.G.P./Alliance Global Partners, or A.G.P., as agent, pursuant to which we may issue and sell our common shares having an aggregate offering price of up to \$10,000,000, from time to time through A.G.P. As of May 9, 2024, we use options contracts and other financial instruments in order to hedge our exposures to currencies other than the U.S. dollar. For more information, please see Item 7A. - "Quantitative and Qualitative Disclosures about Market Risk" in the 2023 Annual Report. Sales Agreement at an average price of \$5.93 per share.

We have an effective Form S-3 registration statement (File No. 333-273347), filed under the Securities Act of 1933, as amended, with the SEC using a "shelf" registration process. Under this shelf registration process, we may, from time to time, sell our common shares, preferred stock and warrants to purchase common shares, and of two or more of such securities, in one or more offerings for an aggregate initial offering price of \$200,000,000. As \$200,000,000 (including amounts sold under the Sales Agreement).

The currency of February 12, 2024, no securities have been sold pursuant our financial portfolio is mainly in U.S. dollars and we use options contracts and other financial instruments in order to hedge our effective Form S-3 registration statement. exposures to currencies other than the U.S. dollar. For more information, please see Item 7A. - "Quantitative and Qualitative Disclosures about Market Risk" in the 2023 Annual Report.

Outlook

We have accumulated a deficit of \$409,450,000 since our inception in May 2001. We do not expect to generate any significant revenues from sales of products in the next twelve months. We expect to generate revenues, from collaborations and sales of licenses to use our technology or products, but in the short and medium terms these will unlikely exceed our costs of operations.

We may be required to obtain additional liquidity resources in order to support the commercialization of our products and technology and maintain our research and development activities.

We are continually looking for sources of funding, including non-diluting sources such as collaboration with other companies via licensing agreements, service agreements under our CDMO business, joint venture and partnerships, R&D contracts such as our agreement with the NIAID, research grants such as the IIA grants and the European Union grant, and sales of our common shares.

We believe that we have sufficient cash to fund our operations for at least the next twelve months.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures - We maintain a system of disclosure controls and procedures that are designed for the purposes of ensuring that information required to be disclosed in our SEC reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer, or CEO and our Chief Financial Officer, or CFO, as appropriate to allow timely decisions regarding required disclosures.

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our CEO and our CFO, of the effectiveness of our disclosure controls and procedures as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended. Based on that evaluation, our CEO and CFO concluded that our disclosure controls and procedures are effective.

Changes in Internal Control Over Financial Reporting - There has been no change in our internal control over financial reporting during the second third quarter of fiscal year 2024 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1A. Risk Factors.

In addition to the other information set forth in this report, you should carefully consider the factors discussed below and in Part I, “Item 1A. Risk Factors” in our 2023 Annual Report, which could materially affect our business, financial condition or future results.

We Failure to meet Nasdaq’s continued listing requirements could fail to maintain result in the listing delisting of our common shares, on negatively impact the Nasdaq Global Market, which could harm the liquidity price of our common shares and negatively impact our ability to raise capital or complete a strategic transaction. additional capital.

On April 19, 2023 As of March 31, 2024, we received a letter, or Notice, from our shareholders’ deficit totaled \$356. The Nasdaq Stock Market, or Nasdaq, advising us that for 30 consecutive trading days preceding the date of the Notice, the bid price of our common shares had closed below the \$1.00 per share minimum required shareholders’ equity requirement for continued listing on the Nasdaq Global Capital Market pursuant to under Nasdaq Listing Rule 5450(a) 5550(b)(1), or MBPR. The Notice had no effect on requires listed companies to maintain shareholders’ equity of at least \$2.5 million. As a result, we do not believe we are in compliance with the listing shareholders’ equity standard and anticipate receiving a deficiency letter from Nasdaq. Upon receipt of our common shares at that such deficiency letter, we will have a period of time to resolve such deficiency and, our common shares continued if necessary, will have the opportunity to trade on Nasdaq under the symbol “PLUR.” present a plan to regain compliance.

Under There can be no assurance that Nasdaq Listing Rule 5810(c)(3)(A), will accept our plan to regain compliance or that we will meet the minimum shareholders’ equity requirement during any compliance period, if during the 180 calendar days period following the date of that Notice the closing bid price of one is provided to us. If our common shares will close at or above \$1.00 for a minimum of ten (10) consecutive business days, we will regain compliance with the MBPR and our common shares will continue to be eligible for listing on Nasdaq, absent noncompliance with any other requirement for continued listing. The compliance period, or Compliance Period, to comply with the MBPR has expired on October 16, 2023.

On October 17, 2023, the Company received a letter, or the Letter, are de-listed from Nasdaq, approving an extension it will have material negative impact on the actual and potential liquidity of an additional 180 calendar days from the date of the Letter, or until April 15, 2024, or the Additional Compliance Period to regain compliance with the MBPR our securities, as well as approving material negative impact on our application ability to transfer our securities from The Nasdaq Global Market to The Nasdaq Capital Market starting at the opening of business on October 19, 2023. Our common shares will continue to trade under the symbol “PLUR.” The Nasdaq Capital Market is a continuous trading market that operates in substantially the same manner as The Nasdaq Global Market and listed companies must meet certain financial requirements and comply with Nasdaq’s corporate governance requirements, raise future capital.

If, at for any time during the Additional Compliance Period, the bid price of the reason, Nasdaq should delist our common shares closes at from trading on its exchange and we are unable to obtain listing on another national securities exchange or above \$1.00 per share for a minimum of 10 consecutive trading days, Nasdaq will provide us with written confirmation of take action to restore our compliance with the MBPR and the matter will be closed. If we do not regain compliance within the Additional Compliance Period or do not comply with the terms of the extension, Nasdaq will provide notice that our securities will be delisted from The Nasdaq Capital Market.

As of the date of this filing, our common shares are trading below \$1.00 per share. If we do not regain compliance with the MBPR by the end of the Compliance Period (or the Compliance Period as may be extended), our common shares will be subject to delisting. A delisting from Nasdaq would likely result in continued listing requirements, a reduction in some or all of the following may occur, each of which could have a material adverse effect on our shareholders:

- the liquidity of our common shares;

- the market price of our common shares;
- our ability to obtain financing for the continuation of our operations;
- the number of institutional and general investors that will consider investing in our common shares;
- the number of investors in general that will consider investing in our common shares;
- the number of market makers in our Common Shares;
- the availability of information concerning the trading prices and volume of our common shares;
- our ability to obtain financing or complete a strategic transaction;
- the number of institutional and other investors that will consider investing in our common shares; and
- the number of market makers or broker-dealers for willing to execute trades in shares of our common shares.

We intend to monitor the closing bid price of our common shares and may, if appropriate, consider implementing available options to regain compliance with the MBPR under the Nasdaq Listing Rules, including initiating a reverse stock split.

We conduct our operations in Israel. Conditions in Israel, including the armed conflict between Israel and Hamas, Hezbollah and other terrorist organizations from the Gaza Strip and Lebanon.

Our offices are located in Haifa, Israel, thus, political, economic, and military conditions in Israel may directly affect our business. On October 7, 2023, Hamas terrorists infiltrated Israel's southern border from the Gaza Strip and conducted a series of attacks on civilian and military targets. Hamas also launched extensive rocket attacks on Israeli population and industrial centers located along Israel's border with the Gaza Strip and in other areas within the State of Israel. Following the attack, Israel's security cabinet declared war against Hamas and the Israeli military began to call-up reservists for active duty. At the same time, and because of the war declaration against Hamas, the clash between Israel and Hezbollah in Lebanon has escalated to an armed conflict and there is a possibility that it will turn into a greater regional conflict in the future.

As of today, there is no material impact on the Company's operations. According to the recent guidelines of the Israeli government, the Company's offices are open and functioning as usual. However, if the war will escalate and expand further to the Northern border with Lebanon, and the Israeli government will impose additional restrictions on movement and travel, our management and employees' ability to effectively perform their daily tasks might be temporarily disrupted, which may result in delays in some of our projects.

The Company currently has the supply of raw materials needed for its regular operations. While there may be some possible delays in supply, those are currently not anticipated to be material to the Company's operations. However, if the war continues for a significant amount of time, this situation may change.

Any hostilities involving Israel, terrorist activities, political instability or violence in the region, or the interruption or curtailment of trade or transport between Israel and its trading partners could make it more difficult for us to raise capital, if needed in the future, and adversely affect our operations and results of operations and the market price of our common shares. In addition, to the extent the IIA no longer makes grants similar to those we have received in the past, it could adversely affect our financial results.

Our insurance does not cover damage or losses that may occur as a result of the current war by Israel against Hamas. Although the Israeli government is currently committed to covering the reinstatement value of direct damages that are caused by terrorist attacks or acts of war, we cannot assure you that this government coverage will be maintained or, if maintained, will be sufficient to compensate us fully for damages incurred. Any losses or damages incurred by us could have a material adverse effect on our business, financial condition, and results of operations.

Further, many Israeli citizens are obligated to perform several days, and in some cases, more, of annual military reserve duty each year until they reach the age of 40 (or older for certain reservists) and, in the event of an escalated military conflict, may be called to active duty. In response to the series of attacks on civilian and military targets in October 2023, there have been significant call-ups of military reservists. As During the third quarter of February 12, 2024, none fiscal year 2024, three of our employees in military service have been called up. However, if there will be call-ups for reservists in our Company, our operations could be disrupted by such call-ups.

It is currently not possible to predict the duration or severity of the ongoing conflict or its effects on our business, operations and financial condition. The ongoing conflict is rapidly evolving and developing, and could disrupt our business and operations, and adversely affect our ability to raise additional funds or sell our securities, among other impacts.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

During the second third quarter of fiscal year 2024, we issued an aggregate of 60,500 7,867 restricted common shares to certain of our service providers as compensation in lieu of cash compensation owed to them for services rendered.

We claimed exemption from registration under the Securities Act of 1933, as amended, (the “Securities Act”), or the Securities Act, for the foregoing transactions under Section 4(a)(2) of the Securities Act.

Item 6. Exhibits.

3.1	<u>Certificate of Change Pursuant to Nevada Revised Statutes Section 78.209, as filed by Pluri Inc. with the Secretary of State of the State of Nevada on March 27, 2024 (incorporated by reference to Exhibit 3.1 of our current report on Form 8-K filed on April 1, 2024).</u>
3.2	<u>Certificate of Correction to the Certificate of Change, as filed by Pluri Inc. with the Secretary of State of the State of Nevada on March 28, 2024 (incorporated by reference to Exhibit 3.2 of our current report on Form 8-K filed on April 1, 2024).</u>
3.3*	<u>Composite Copy of the Company's Articles of Incorporation as amended on May 1, 2023 (incorporated by reference to Exhibit 3.1 of our quarterly report on Form 10-Q filed on May 9, 2023).</u> March 27, 2024.
3.2	<u>Amended and Restated By-laws as amended on September 10, 2020 (incorporated by reference to Exhibit 3.3 of our annual report on Form 10-K filed on September 10, 2020).</u>
10.1*	<u>Form of Restricted Stock Unit Agreement (employees) under the 2016 Equity Compensation Plan</u>
10.2*	<u>Form of Restricted Stock Unit Agreement (executive officers) under the 2016 Equity Compensation Plan</u>
10.3*	<u>Form of Restricted Stock Unit Agreement (directors) under the 2016 Equity Compensation Plan</u>
10.4*	<u>Summary of Directors' Ongoing Compensation</u>
10.5**	<u>Amendment to the Amended and Restated Employment Agreement, dated December 1, 2023, by and between Pluri-Biotech Ltd and Mrs. Chen Franco-Yehuda</u>
10.6** 3.4*	<u>Amendment to Composite Copy (marked) of the Amended and Restated Employment Agreement, dated December 25, 2023, by and between Pluri-Biotech Ltd and Mr. Yaacov (Yaky) Yanay.</u> <u>Company's Articles of Incorporation as amended on March 27, 2024.</u>
10.7** 10.1	<u>Amendment No. 1 Sales Agreement, dated February 13, 2024, by and between the Company and A.G.P. (incorporated by reference to Consulting Agreement with Mr. Zalman (Zami) Aberman Exhibit 1.1 of our current report on Form 8-K filed on February 13, 2024).</u>
31.1*	<u>Rule 13a-14(a) Certification of Chief Executive Officer.</u>
31.2*	<u>Rule 13a-14(a) Certification of Chief Financial Officer.</u>
32.1**	<u>Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350.</u>
32.2**	<u>Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350.</u>
101*	The following materials from our Quarterly Report on Form 10-Q for the quarter ended December 31, 2023 March 31, 2024 formatted in inline XBRL (eXtensible Business Reporting Language): (i) the Interim Condensed Consolidated Balance Sheets, (ii) the Interim Condensed Consolidated Statements of Operations, (iii) the Interim Condensed Statements of Changes in Shareholders' Equity, (iv) the Interim Condensed Consolidated Statements of Cash Flows, and (vi) the Notes to Interim Condensed Consolidated Financial Statements, tagged as blocks of text and in detail.
104*	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101).

* Filed herewith.

** Furnished herewith.

SIGNATURES

In accordance with the requirements of the Securities Exchange Act of 1934, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

PLURI INC.

By: /s/ Yaky Yanay
Yaky Yanay, Chief Executive Officer and
President
(Principal Executive Officer)

Date: February 12, May 9, 2024

By: /s/ Chen Franco-Yehuda
Chen Franco-Yehuda, Chief Financial Officer
(Principal Financial Officer and
Principal Accounting Officer)

Date: February 12, May 9, 2024

29 26

Exhibit 10.1 3.3

Pluri Inc. PLURI INC.

AMENDED AND RESTATED ARTICLES OF INCORPORATION

RESTRICTED STOCK UNITS AGREEMENT As amended as of March 27, 2024

Made FIRST

The name of this corporation is PLURI INC.

SECOND

Its principal office in the State of Nevada is located at 502 East John Street, Carson City, Nevada, 89706. The name and address of its resident agent is CSC Services of Nevada, Inc., at the above address.

THIRD

The purpose or purposes for which the corporation is organized:

To engage in and carry on any lawful business activity or trade, and any activities necessary, convenient, or desirable to accomplish such purposes, not forbidden by law or by these articles of incorporation.

FOURTH

The aggregate number of shares which the corporation shall have authority to issue is: (i) Thirty Seven Million Five Hundred Thousand (37,500,000) shares of Common Stock, par value \$0.00001 each (the "Common Stock"), and (ii) One Million (1,000,000) shares of preferred stock, par value \$0.00001 each, which may be issued in one or more series at the discretion of the Board of Directors (the "Preferred Stock"). The Board of Directors is hereby vested with authority to fix by resolution or resolutions the designations and the powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation the dividend rate, conversion or exchange rights,

redemption price and liquidation preference, of any series of shares of Preferred Stock, and to fix the number of shares constituting any such series, and to increase or decrease the number of shares of any such series (but not below the number of shares thereof then outstanding). In case the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution or resolutions originally fixing the number of shares of such series. All shares of any one series shall be alike in every particular except as otherwise provided by these Articles of Incorporation or the Nevada Revised Statutes.

FIFTH
The governing board of this corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the bylaws of this corporation.
There are two members of the Board of Directors at the date of filing these Restated Articles of Incorporation and their names and postal addresses are:

BETWEEN: NAME Pluri Inc.
A company incorporated in Nevada, USA
(hereinafter the “Company”) POST OFFICE ADDRESS

AND: Harvey M.J. Lawson Name : 464
I.D. No.: Somerset
St., North
Vancouver,
B.C.,
Canada
V7N1G3

John Carl Guterres Address: (hereinafter the “Participant”)

WHEREAS on March 29, 2016 #1408 - 1327 E. Keith Rd., the Company duly adopted and the Compensation Committee approved the 2016 Equity Compensation Plan and on May 31, 2016 North Vancouver, B.C., the Company’s stockholders approved the adoption of the 2016 Equity Compensation Plan, a copy of which has been made available to the Participant, forming an integral part hereof (the “Plan”); and -

WHEREAS Pursuant to the Plan, the Company has decided to grant Restricted Stock Units of the Company to the Participant, as detailed within Exhibit A and Exhibit B, and the Participant has agreed to such grant, subject to all the terms and conditions as set forth in the Plan and as provided herein;

NOW, THEREFORE, it is agreed as follows:

- 1. **Preamble and Definitions**
 - 1.1 The preamble to this Agreement constitutes an integral part of this Agreement, as do the terms of the Plan.
 - 1.2 Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the Plan.
- 2. **Grant of Restricted Stock Units**
 - 2.1 The Company hereby grants to the Participant the number of Restricted Stock Units as set forth in Exhibit A and Exhibit B hereto, subject to the terms and the conditions as set forth in the Plan and as provided herein.
 - 2.2 The Participant is aware that the Company intends in the future to issue additional shares and to grant additional options to various entities and individuals, as the Company in its sole discretion shall determine.
- 3. **Restricted Period Per Section 102Canada V7J 3T5**

The following provisions shall apply for the purpose number of members of the tax benefits under Section 102 Board of the Ordinance:

- (a) Restricted Period Per Section 102. In accordance with the requirements of Section 102(b)(2) as now in place and as may be amended in the future, the Restricted Stock Units **Directors** shall be granted to the Participant and held in trust by the Trustee for the benefit of Participant for a period of no less than twenty four (24) months from the date of grant in which the Restricted Stock Units were granted and placed with a Trustee (during the Restricted Period Per Section 102 the Participant will not be allowed to order the Trustee to sell the Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit held by him/her on behalf of the Participant or transfer the Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit from Trustee's hands).

In order to apply the tax benefits of Section 102, the Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit may not be sold or transferred (other **less** than through a transfer by will or by operation of law), and no power of attorney or transfer deed shall be given in respect thereof (other **one nor more** than a power of attorney for the purpose of participation in general meetings of shareholders, when applicable).

- (b) End of Restricted Period Per Section 102. Upon the completion of the Restricted Period Per Section 102 as now in place and as may be amended in the future, Participant shall be entitled to receive from the Trustee the Restricted Stock Units or one share of Common Stock for each Restricted Stock Unit, subject to the vesting schedule, and to the provisions of the Plan concerning the continued employment of Participant at the Company or any Affiliate of the Company, and subject to any other provisions set forth herein or in the Plan, and Participant shall be entitled to sell the vested Restricted Stock Units subject to the other terms and conditions of this Restricted Stock Units Agreement and the Plan, including the provisions relating to the payment of tax set forth below.

4. **Adjustments**

Notwithstanding anything to the contrary in Section 7.1 (m) of the Plan and in addition thereto, if in any such Transaction as described in Section 7.1 (m) of the Plan, the Successor Company (or parent or subsidiary of the Successor Company) does not agree to assume or substitute for the Restricted Stock Units, the Vesting Dates, unless reasonably determined otherwise by the Board, shall be accelerated so that any unvested Restricted Stock Units shall be immediately vested in full as of the date which is ten (10) days prior to the effective date of the Transaction, and the Committee shall notify the Participant that the unvested Restricted Stock Units are fully vested for a period of ten (10) days from the date of such notice. If the successor Company (or parent or subsidiary of the Successor Company) agrees to assume or substitute for the Restricted Stock Units and Participant's employment with the Successor Company is terminated by the Successor Company without "Cause" within one year of the closing of such Transaction, the Vesting Dates shall be accelerated so that any unvested portion of the substituted Restricted Stock Units shall be immediately vested in full as of the date of such termination without Cause.

5. **Vesting: Period**

Subject to the provisions of the Plan, Restricted Stock Units shall vest according to the Vesting Dates set forth in **Exhibit A** hereto, provided that the Participant is an Employee of or providing services to the Company and/or its Affiliates on the applicable Vesting Date. Where there is a discrepancy between the terms of **Exhibit A** and the terms of the Plan, **Exhibit A** shall govern.

6. **Restrictions on Transfer of Restricted Stock Units**

- 6.1 The transfer of Restricted Stock Units shall be subject to the limitations set forth in the Plan and in the Company's Articles of Association and any shareholders' agreement to which the holders of common shares of the Company are bound.
- 6.2 With respect to any Approved 102 Awards, subject to the provisions of Section 102 and any rules or regulation or orders or procedures promulgated thereunder, a Participant shall not sell or release from trust any Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit, until the lapse of the Holding Period required under Section 102 of the Ordinance. Notwithstanding the above, if any such sale or release occurs during the Holding Period, the sanctions under Section 102 of the Ordinance and under any rules or regulation or orders or procedures promulgated thereunder shall apply to and shall be borne by such Participant.
- 6.3 With respect to Unapproved 102 Awards, if the Participant ceases to be employed by the Company or any Affiliate, the Participant shall extend to the Company and/or its Affiliate a security or guarantee for the payment of tax due at the time of sale of Shares, all in accordance with the provisions of Section 102 and the rules, regulation or orders promulgated thereunder.

- 6.4 The Participant shall not dispose of any Shares in transactions which violate, in the opinion of the Company, any applicable laws, rules and regulations.
- 6.5 The Participant agrees that the Company shall have the authority to endorse upon the certificate or certificates representing the Shares such legends referring to the foregoing restrictions, and any other applicable restrictions as it may deem appropriate (which do not violate the Participant's rights according to this Restricted Stock Units Agreement).

7. Taxes; Indemnification

- 7.1 Any tax consequences arising from this grant, from the payment for Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit, or from any other event or act (of the Company and/or its Affiliates, the Trustee or the Participant), hereunder, shall be borne solely by the Participant. The Company and/or its Affiliates and/or the Trustee shall withhold taxes according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source. Furthermore, the Participant hereby agrees to indemnify the Company and/or its Affiliates and/or the Trustee and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Participant.
- 7.2 The Participant will not be entitled to receive from the Company and/or the Trustee any Restricted Stock Units prior to the full payments of the Participant's tax liabilities arising from Restricted Stock Units which were granted to him/her. For the avoidance of doubt, neither the Company nor the Trustee shall be required to release any share certificate to the Participant until all payments required to be made by the Participant have been fully satisfied.
- 7.3 The receipt of the Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit may result in tax consequences. THE PARTICIPANT IS ADVISED TO CONSULT A TAX ADVISER WITH RESPECT TO THE TAX CONSEQUENCES OF RECEIVING THIS AWARD OR DISPOSING OF THE SHARES.
- 7.4 With respect to Approved 102 Restricted Stock Units, the Participant hereby acknowledges that he/she is familiar with the provisions of Section 102 and the regulations and rules promulgated thereunder, including without limitations the type of the Award granted hereunder and the tax implications applicable to such grant. The Participant accepts the provisions of the trust agreement signed between the Company and the Trustee, attached as **Exhibit B** hereto, and agrees to be bound by its terms.

8. Participant's Representations

- 8.1 The Participant hereby agrees that the terms of section 102 of the Tax Ordinance ("Section 102") shall apply regarding to the Restricted Stock Units granted.
- 8.2 The Participant is obliged not to sell or remove from the Trustee the Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit granted to him/her prior to the end of restricted period as defined by Section 102.
- 8.3 The Participant is aware of the directives set forth in Section 102, and of the tax track that was chosen under Section 102 and its implications.
- 8.4 The Participant hereby accepts the terms of the Trust Agreement signed between the Company and the Trustee.
- 8.5 Notwithstanding anything to the contrary and only after the elapse of the period as set forth in Section 5.5 of the Plan, in the event a Participant is entitled to receive a dividend in cash, the proceeds of such dividend may be wired to the Participant, after deduction of all applicable taxes.
- 8.6 Prior to the issuance of the Restricted Stock Units by the Company to the Participant, the Participant hereby agrees to sign any and all documents required by any applicable law and/or by the Company's Articles of Association or bylaws.

9. Miscellaneous

- 9.1 **Confidentiality.** The Participant shall regard the information in this Restricted Stock Units Agreement and its exhibits attached hereto as confidential information and the Participant shall not reveal its contents to anyone except when required by law or for the purpose of gaining legal or tax advice.
- 9.2 **Continuation of Employment or Service.** Neither the Plan nor this Restricted Stock Units Agreement shall impose any obligation on the Company or an Affiliate to continue the Participant's employment or service and nothing in the Plan or in this Restricted Stock Units Agreement shall confer upon the Participant any right to continue in the employ or service of the Company and/or an Affiliate or restrict the right of the Company or an Affiliate to terminate such employment or service at any time.
- 9.3 **Method of Payment.** Payment of the aggregate Purchase Price shall be made, at the sole discretion of the Board, by any of the following (a) cash, (b) check (c) a combination thereof, at the election of the Participant. The Payment shall be made in U.S. Dollars if permissible by law, the payment may also be made in New Israeli Shekel ("NIS") at the representative rate of exchange for the U.S. Dollar published by the Bank of Israel on the day of date of grant.
- 9.4 **Entire Agreement.** Subject to the provisions of the Plan, to which this Restricted Stock Units Agreement is subject, this Restricted Stock Units Agreement, together with the exhibits hereto, constitute the entire agreement between the Participant and the Company with respect to Restricted Stock Units granted hereunder, and supersedes all prior agreements, understandings and arrangements, oral or written, between the Participant and the Company with respect to the subject matter hereof.
- 9.5 **Failure to Enforce - Not a Waiver.** The failure of any party to enforce at any time any provisions of this Restricted Stock Units Agreement or the Plan shall in no way be construed to be a waiver of such provision or of any other provision hereof.
- 9.6 **Provisions of the Plan.** The Restricted Stock Units provided for herein are granted pursuant to the Plan and said Restricted Stock Units and this Restricted Stock Units Agreement are in all respects governed by the Plan and subject to all of the terms and provisions of the Plan.
- Any interpretation of this Restricted Stock Units Agreement will be made in accordance with the Plan but in the event there is any contradiction between the provisions of this Restricted Stock Units Agreement and the Plan, the provisions of the Restricted Stock Units Agreement will prevail.
- 9.7 **Binding Effect.** The Plan and this Restricted Stock Units Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereof.
- 9.8 **Notices.** All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered mail or delivered by email or facsimile with written confirmation of receipt to the Participant and/or to the Company at the addresses shown on the letterhead above, or at such other place as the Company may designate by written notice to the Participant. The Participant is responsible for notifying the Company in writing of any change in the Participant's address, and the Company shall be deemed to have complied with any obligation to provide the Participant with notice by sending such notice to the address indicated herein.

Pluri Inc.:

per: Name: Yaky Yanay

Position: CEO and President

Signature: _____

I, the undersigned, hereby acknowledge receipt of a copy of the Plan and accept the Restricted Stock Units subject to all of the terms and provisions thereof. I have reviewed the Plan and this Restricted Stock Units Agreement in its entirety, and fully understand all provisions of this Restricted Stock Units Agreement. I agree to notify the Company upon any change in the residence address indicated herein.

Date

Participant's Signature

Attachments:

Exhibit A: Terms of the Restricted Stock Units

Exhibit B: Trust Agreement

Exhibit C: PLAN

EXHIBIT Athirteen.

TERMS SIXTH

The capital stock, after the amount of the subscription price, or par value, has been paid in shall not be subject to assessment to pay the debts of the corporation.

SEVENTH

The corporation is to have perpetual existence.

EIGHTH

In furtherance, and not in limitation of the powers conferred by statute, the board of directors is expressly authorized: Subject to the bylaws, if any, adopted by the stockholders, to make, alter, amend or repeal the bylaws of the corporation. To fix the amount to be reserved as working capital over and above its capital stock paid in, to authorize and cause to be executed mortgages and liens upon the real and personal property of this corporation. To authorize the guaranty by the corporation of the securities, evidences of indebtedness and obligations of other persons, corporations or business entities. To set apart out of any funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve. By resolution passed by a majority of the whole board, to designate one (1) or more committees, each committee to consist of one (1) or more of the directors of the corporation, which, to the extent provided in the resolution or in the bylaws of the corporation, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the bylaws of the corporation or as may be determined from time to time by resolution adopted by the board of directors. When and as authorized by the affirmative vote of stockholders holding stock entitling them to exercise at least a majority of the voting power given at a stockholders' meeting called for that purpose, or when authorized by the written consent of the holders of at least a majority of the voting stock issued and outstanding, the board of directors shall have power and authority at any meeting to sell, lease or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions as its board of directors deem expedient and for the best interests of the corporation. All the corporate powers of the corporation shall be exercised by the board of directors except as otherwise herein or in the bylaws or by law.

NINTH

Meeting of stockholders may be held outside the State of Nevada, if the bylaws so provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Nevada at such place or places as may be designated from time to time by the board of directors or in the bylaws of the corporation.

TENTH

This corporation reserves the right to amend alter, change or repeal any provision contained in the Restated Articles of Incorporation, in the manner now or hereafter prescribed by statute, or by the Restated Articles of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

ELEVENTH

The corporation shall indemnify its officers, directors, employees and agents to the full extent permitted by the laws of the State of Nevada. A director or officer of the corporation shall not be personally liable to the corporation or its stockholders for damages for breach of fiduciary duty as a director or officer, but this article shall not eliminate or limit the liability of a director or officer for (i) acts or omissions which involve intentional misconduct, fraud or a knowing violation of the law or (ii) the unlawful payment of dividends. Any repeal or modification of this article by stockholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the corporation for acts or omissions prior to such repeal or modification.

TWELFTH

Every person who was or is a party to, or is threatened to be made a party to, or is involved in any such action, suit or proceeding, whether civil, criminal, administrative or investigative, by the reason of the fact that he or she, or a person with

whom he or she is a legal representative, is or was a director of the corporation, or who is serving at the request of the corporation as a director or officer of another corporation, or is a representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Nevada from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines, and amounts paid or to be paid in a settlement) reasonably incurred or suffered by him or her in connection therewith. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. The expenses of officers and directors incurred in defending a civil suit or proceeding must be paid by the corporation as incurred and in advance of the final disposition of the action, suit, or proceeding, under receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the corporation. Such right of indemnification shall not be exclusive of any other right of such directors, officers or representatives may have or hereafter acquire, and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law, or otherwise, as well as their rights under this article. Without limiting the application of the foregoing, the board of directors may adopt by-laws from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted by the laws of the State of Nevada, and may cause the corporation to purchase or maintain insurance on behalf of any person who is or was a director or officer.

Exhibit 3.4

PLURI INC.

AMENDED AND RESTATED ARTICLES OF THE RESTRICTED STOCK UNITS AWARD INCORPORATION

As amended as of May 1, 2023March 27, 2024

FIRST

The name of this corporation is PLURI INC.

SECOND

Its principal office in the State of Nevada is located at 502 East John Street, Carson City, Nevada, 89706. The name and address of its resident agent is CSC Services of Nevada, Inc., at the above address.

THIRD

The purpose or purposes for which the corporation is organized:
To engage in and carry on any lawful business activity or trade, and any activities necessary, convenient, or desirable to accomplish such purposes, not forbidden by law or by these articles of incorporation.

FOURTH

The aggregate number of shares which the corporation shall have authority to issue is: (i) ~~Three Hundred Million (300,000,000)~~ Thirty Seven Million Five Hundred Thousand (37,500,000) shares of Common Stock, par value \$0.00001 each (the "Common Stock"), and (ii) One Million (1,000,000) shares of preferred stock, par value \$0.00001 each, which may be issued in one or more series at the discretion of the Board of Directors (the "Preferred Stock"). The Board of Directors is hereby vested with authority to fix by resolution or resolutions the designations and the powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation the dividend rate, conversion or exchange rights, redemption price and liquidation preference, of any series of shares of Preferred Stock, and to fix the number of shares constituting any such series, and to increase or decrease the number of shares of any such series (but not below the number of shares thereof then outstanding). In case the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution or resolutions originally fixing the number of shares of such series. All shares of any one series shall be alike in every particular except as otherwise provided by these Articles of Incorporation or the Nevada Revised Statutes.

FIFTH

The governing board of this corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the bylaws of this corporation.
There are two members of the Board of Directors at the date of filing these Restated Articles of Incorporation and their names and postal addresses are:

Name of the Participant:	
Date of Grant:	

Designation:	
1. Number of Restricted Stock Units granted:	
2. Purchase Price:	
3. Vesting Dates:	
4. Restriction Period:	

NAME

Participant

Company

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Exhibit 10.2

Pluri Inc.

RESTRICTED STOCK UNITS AGREEMENT

Made as of

BETWEEN:

Pluri Inc.

A company incorporated in Nevada, USA

(hereinafter the "Company") POST OFFICE ADDRESS

		464 Somerset St., North Vancouver, B.C., Canada V7N1G3
--	--	--

AND: Harvey M.J. Lawson

Name:

I.D. No.:

John Carl Guterres

Address:

(hereinafter the "Participant")

WHEREAS

on March 29, 2016 #1408 - 1327 E. Keith Rd., the Company duly adopted and the Compensation Committee approved the 2016 Equity Compensation Plan and on May 31, 2016 North Vancouver, B.C., the Company's stockholders approved the adoption of the 2016 Equity Compensation Plan, a copy of which has been made available to the Optionee, forming an integral part hereof (the "Plan"); and -

WHEREAS

Pursuant to the Plan, the Company has decided to grant Restricted Stock Units of the Company to the Participant, as detailed within Exhibit A, and the Participant has agreed to such grant, subject to all the terms and conditions as set forth in the Plan and as provided herein;

NOW, THEREFORE, it is agreed as follows:

1.

Preamble and Definitions

1.1

The preamble to this Agreement constitutes an integral part of this Agreement, as do the terms of the Plan.

1.2

Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the Plan.

2.

Grant of Restricted Stock Units

2.1

The Company hereby grants to the Participant the number of Restricted Stock Units as set forth in Exhibit A hereto, subject to the terms and the conditions as set forth in the Plan and as provided herein.



2.2 The Participant is aware that the Company intends in the future to issue additional shares and to grant additional options to various entities and individuals, as the Company in its sole discretion shall determine. Canada V7J 3T5

-

3. **Restricted Period Per Section 102**

The following provisions shall apply for the purpose number of the tax benefits under Section 102 of the Ordinance:

- (a) **Restricted Period Per Section 102.** In accordance with the requirements of Section 102(b)(2) as now in place and as may be amended in the future, the Restricted Stock Units shall be granted to the Participant and held in trust by the Trustee for the benefit of Participant for a period of no less than twenty four (24) months from the date of grant in which the Restricted Stock Units were granted and placed with a Trustee (during the Restricted Period Per Section 102 the Participant will not be allowed to order the Trustee to sell the Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit held by him/her on behalf of the Participant or transfer the Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit from Trustee's hands).

In order to apply the tax benefits of Section 102, the Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit may not be sold or transferred (other than through a transfer by will or by operation of law), and no power of attorney or transfer deed shall be given in respect thereof (other than a power of attorney for the purpose of participation in general meetings of shareholders, when applicable).

- (b) **End of Restricted Period Per Section 102.** Upon the completion of the Restricted Period Per Section 102 as now in place and as may be amended in the future, Participant shall be entitled to receive from the Trustee the Restricted Stock Units or one share of Common Stock for each Restricted Stock Unit, subject to the vesting schedule, and to the provisions of the Plan concerning the continued employment of Participant at the Company or any Affiliate of the Company, and subject to any other provisions set forth herein or in the Plan, and Participant shall be entitled to sell the vested Restricted Stock Units subject to the other terms and conditions of this Restricted Stock Units Agreement and the Plan, including the provisions relating to the payment of tax set forth below.

4. **Adjustments**

Notwithstanding anything to the contrary in Section 8.1 (g) of the Plan and in addition thereto, the vesting of the Restricted Stock Units shall accelerate in the following circumstances: (i) in case of the termination by the Company of the Recipient's employment or consulting arrangement with the Company or any subsidiary, for reasons other than Justifiable Cause, 100% of any unvested Restricted Stock Units; (ii) in case of the termination by the Recipient of the Recipient's employment or consulting arrangement by with Company or any subsidiary, 50% of any unvested Restricted Stock Units at the discretion members of the Board of Directors shall not be less than one nor more than thirteen.

SIXTH

The capital stock, after the Parent Company; amount of the subscription price, or par value, has been paid in shall not be subject to assessment to pay the debts of the corporation.

SEVENTH

The corporation is to have perpetual existence.

EIGHTH

In furtherance, and (iii) not in limitation of the powers conferred by statute, the board of directors is expressly authorized: Subject to the bylaws, if any, adopted by the stockholders, to make, alter, amend or repeal the bylaws of the corporation.

To fix the amount to be reserved as working capital over and above its capital stock paid in, to authorize and cause to be executed mortgages and liens upon the real and personal property of this corporation.

To authorize the guaranty by the corporation of the securities, evidences of indebtedness and obligations of other persons, corporations or business entities.

To set apart out of any funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve.

By resolution passed by a majority of the whole board, to designate one (1) or more committees, each committee to consist of one (1) or more of the directors of the corporation, which, to the extent provided in the event of a Change of Control (as hereinafter defined) resolution or in the bylaws of the Company, corporation, shall have and provided may exercise the Employee is still employed or providing services to the Company or a subsidiary, 100% of any unvested Restricted Stock Units, provided that such acceleration shall take place as powers of the date which is ten (10) days prior to board of directors in the effective date management of the Change business and affairs of Control the corporation, and may authorize

the Committee seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall notify have such name or names as may be stated in the Participant bylaws of the corporation or as may be determined from time to time by resolution adopted by the board of directors.

When and as authorized by the affirmative vote of stockholders holding stock entitling them to exercise at least a majority of the voting power given at a stockholders' meeting called for that purpose, or when authorized by the unvested Restricted Stock Units written consent of the holders of at least a majority of the voting stock issued and outstanding, the board of directors shall have power and authority at any meeting to sell, lease or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions as its board of directors deem expedient and for the best interests of the corporation.

All the corporate powers of the corporation shall be exercised by the board of directors except as otherwise herein or in the bylaws or by law.

NINTH

Meeting of stockholders may be held outside the State of Nevada, if the bylaws so provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Nevada at such place or places as may be designated from time to time by the board of directors or in the bylaws of the corporation.

TENTH

This corporation reserves the right to amend alter, change or repeal any provision contained in the Restated Articles of Incorporation, in the manner now or hereafter prescribed by statute, or by the Restated Articles of Incorporation, and all rights conferred upon stockholders herein are fully vested for a period of ten (10) days from the date of such notice, granted subject to this reservation.

For purposes of this Agreement, "Change of Control" shall mean the occurrence of any of the following: (i) any one person, or more than one person acting as a group or in concert, acquires beneficial ownership of stock of the Company that, together with stock held by such person or group, constitutes more than thirty percent (30%) of the total voting power of the stock of the Company; (ii) any consolidation or merger of the Company into another corporation or entity where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own, directly or indirectly, securities representing in the aggregate more than fifty percent (50%) of the combined voting power of all the outstanding securities of the surviving corporation (or of its ultimate parent corporation, if any); (iii) the sale, lease or other transfer of all or substantially all of the Company's assets to an independent, unaffiliated third party in a single transaction or a series of related transactions; or (iv) the date that fifty percent (50%) or more of the members of the Company's Board of Directors is replaced during any twelve (12) month period by directors whose appointment or election is not endorsed by fifty percent (50%) or more of the members of the Company's Board of Directors prior to the date of the appointment or election. ELEVENTH

5. Vesting; Period

Subject to the provisions of the Plan, Restricted Stock Units shall vest according to the Vesting Dates set forth in Exhibit A hereto, provided that the Participant is an Employee of or providing services to the Company and/or its Affiliates on the applicable Vesting Date. Where there is a discrepancy between the terms of Exhibit A and the terms of the Plan, Exhibit A shall govern.

6. Restrictions on Transfer of Restricted Stock Units

6.1 The transfer of Restricted Stock Units shall be subject to the limitations set forth in the Plan and in the Company's Articles of Association and any shareholders' agreement to which the holders of ordinary shares of the Company are bound.

6.2 With respect to any Approved 102 Awards, subject to the provisions of Section 102 and any rules or regulation or orders or procedures promulgated thereunder, a Participant shall not sell or release from trust any Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit, until the lapse of the Holding Period required under Section 102 of the Ordinance. Notwithstanding the above, if any such sale or release occurs during the Holding Period, the sanctions under Section 102 of the Ordinance and under any rules or regulation or orders or procedures promulgated thereunder shall apply to and shall be borne by such Participant.

- 6.3 With respect to Unapproved 102 Awards, if the Participant ceases to be employed by the Company or any Affiliate, the Participant shall extend to the Company and/or its Affiliate a security or guarantee for the payment of tax due at the time of sale of Shares, all in accordance with the provisions of Section 102 and the rules, regulation or orders promulgated thereunder.
- 6.4 The Participant shall not dispose of any Shares in transactions which violate, in the opinion of the Company, any applicable laws, rules and regulations.
- 6.5 The Participant agrees that the Company shall have the authority to endorse upon the certificate or certificates representing the Shares such legends referring to the foregoing restrictions, and any other applicable restrictions as it may deem appropriate (which do not violate the Participant's rights according to this Restricted Stock Units Agreement).

7. Taxes; Indemnification

- 7.1 Any tax consequences arising from this grant, from the payment for Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit, or from any other event or act (of the Company and/or its Affiliates, the Trustee or the Participant), hereunder, shall be borne solely by the Participant. The Company and/or its Affiliates and/or the Trustee shall withhold taxes according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source. Furthermore, the Participant hereby agrees to indemnify the Company and/or its Affiliates and/or the Trustee and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Participant.
- 7.2 The Participant will not be entitled to receive from the Company and/or the Trustee any Restricted Stock Units prior to the full payments of the Participant's tax liabilities arising from Restricted Stock Units which were granted to him/her. For the avoidance of doubt, neither the Company nor the Trustee shall be required to release any share certificate to the Participant until all payments required to be made by the Participant have been fully satisfied.
- 7.3 The receipt of the Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit may result in tax consequences. THE PARTICIPANT IS ADVISED TO CONSULT A TAX ADVISER WITH RESPECT TO THE TAX CONSEQUENCES OF RECEIVING THIS AWARD OR DISPOSING OF THE SHARES.
- 7.4 With respect to Approved 102 Restricted Stock Units, the Participant hereby acknowledges that he/she is familiar with the provisions of Section 102 and the regulations and rules promulgated thereunder, including without limitations the type of the Award granted hereunder and the tax implications applicable to such grant. The Participant accepts the provisions of the trust agreement signed between the Company and the Trustee, attached as **Exhibit C** hereto, and agrees to be bound by its terms.

8. Participant's Representations

- 8.1 The Participant hereby agrees that the terms of section 102 of the Tax Ordinance ("Section 102") shall apply regarding to the Restricted Stock Units granted.
- 8.2 The Participant is obliged not to sell or remove from the Trustee the Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit granted to him/her prior to the end of restricted period as defined by Section 102.
- 8.3 The Participant is aware of the directives set forth in Section 102, and of the tax track that was chosen under Section 102 and its implications.
- 8.4 The Participant hereby accepts the terms of the Trust Agreement signed between the Company and the Trustee.
- 8.5 Notwithstanding anything to the contrary and only after the elapse of the period as set forth in Section 5.5 of the Plan, in the event a Participant is entitled to receive a dividend in cash, the proceeds of such dividend may be wired to the Participant, after deduction of all applicable taxes.

- 8.6 Prior to the issuance of the Restricted Stock Units by the Company to the Participant, the Participant hereby agrees to sign any and all documents required by any applicable law and/or by the Company's Articles of Association or bylaws.

9. **Miscellaneous**

- 9.1 **Confidentiality.** The Participant shall regard the information in this Restricted Stock Units Agreement and its exhibits attached hereto as confidential information and the Participant shall not reveal its contents to anyone except when required by law or for the purpose of gaining legal or tax advice.
- 9.2 **Continuation of Employment or Service.** Neither the Plan nor this Restricted Stock Units Agreement shall impose any obligation on the Company or an Affiliate to continue the Participant's employment or service and nothing in the Plan or in this Restricted Stock Units Agreement shall confer upon the Participant any right to continue in the employ or service of the Company and/or an Affiliate or restrict the right of the Company or an Affiliate to terminate such employment or service at any time.
- 9.3 **Method of Payment.** Payment of the aggregate Purchase Price shall be made, at the sole discretion of the Board, by any of the following (a) cash, (b) check (c) a combination thereof, at the election of the Participant. The Payment shall be made in U.S. Dollars if permissible by law, the payment may also be made in New Israeli Shekel ("NIS") at the representative rate of exchange for the U.S. Dollar published by the Bank of Israel on the day of date of grant.
- 9.4 **Entire Agreement.** Subject to the provisions of the Plan, to which this Restricted Stock Units Agreement is subject, this Restricted Stock Units Agreement, together with the exhibits hereto, constitute the entire agreement between the Participant and the Company with respect to Restricted Stock Units granted hereunder, and supersedes all prior agreements, understandings and arrangements, oral or written, between the Participant and the Company with respect to the subject matter hereof.
- 9.5 **Failure to Enforce - Not a Waiver.** The failure of any party to enforce at any time any provisions of this Restricted Stock Units Agreement or the Plan shall in no way be construed to be a waiver of such provision or of any other provision hereof.
- 9.6 **Provisions of the Plan.** The Restricted Stock Units provided for herein are granted pursuant to the Plan and said Restricted Stock Units and this Restricted Stock Units Agreement are in all respects governed by the Plan and subject to all of the terms and provisions of the Plan.
- Any interpretation of this Restricted Stock Units Agreement will be made in accordance with the Plan but in the event there is any contradiction between the provisions of this Restricted Stock Units Agreement and the Plan, the provisions of the Restricted Stock Units Agreement will prevail.**
- 9.7 **Binding Effect.** The Plan and this Restricted Stock Units Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereof.
- 9.8 **Notices.** All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered mail or delivered by email or facsimile with written confirmation of receipt to the Participant and/or to the Company at the addresses shown on the letterhead above, or at such other place as the Company may designate by written notice to the Participant. The Participant is responsible for notifying the Company in writing of any change in the Participant's address, and the Company shall be deemed to have complied with any obligation to provide the Participant with notice by sending such notice to the address indicated herein.

Pluri Inc.:

per: Name:

Position:

Signature:

I, the undersigned, hereby acknowledge receipt of a copy of the Plan and accept the Restricted Stock Units subject to all of the terms and provisions thereof. I have reviewed the Plan and this Restricted Stock Units Agreement in its entirety, and

fully understand all provisions of this Restricted Stock Units Agreement. I agree to notify the Company upon any change in the residence address indicated herein.

Date

Participant's Signature

- Attachments:
- Exhibit A: Terms of the Restricted Stock Units
 - Exhibit B: Trust Agreement
 - Exhibit C: PLAN

EXHIBIT A

TERMS OF THE RESTRICTED STOCK UNITS AWARD

Name of the Participant:	
Date of Grant:	
Designation:	
1. Number of Restricted Stock Units granted:	
2. Purchase Price:	
3. Vesting Dates:	
4. Restriction Period:	

Participant

Company

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Exhibit 10.3

Pluri Inc.

RESTRICTED STOCK UNITS AGREEMENT

Made as of

BETWEEN: Pluri Inc.
A company incorporated in Nevada, USA
(hereinafter the "Company")

AND: Name:
I.D. No.:
Address:
(hereinafter the "Participant")

WHEREAS on March 29, 2016, the Company duly adopted and the Compensation Committee approved the 2016 Equity Compensation Plan and on May 31, 2016, the Company's stockholders approved the adoption of the 2016 Equity Compensation Plan, a copy of which has been made available to the Participant, forming an integral part hereof (the "Plan"); and -

WHEREAS Pursuant to the Plan, the Company has decided to grant Restricted Stock Units of the Company to the Participant, as detailed within Exhibit A and Exhibit B, and the Participant has agreed to such grant, subject to all the terms and conditions as set forth in the Plan and as provided herein;

NOW, THEREFORE, it is agreed as follows:

1. Preamble and Definitions
- 1.1 The preamble to this Agreement constitutes an integral part of this Agreement, as do the terms of the Plan.

1.2 Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the Plan.
2. Grant of Restricted Stock Units

- 2.1 The Company hereby grants to the Participant the number of Restricted Stock Units as set forth in **Exhibit A** and **Exhibit B** hereto, subject to the terms and the conditions as set forth in the Plan and as provided herein.
- 2.2 The Participant is aware that the Company intends in the future to issue additional shares and to grant additional options to various entities and individuals, as the Company in its sole discretion shall determine.
-

3. Restricted Period Per Section 102

The following provisions corporation shall apply for the purpose of the tax benefits under Section 102 of the Ordinance:

- (a) **Restricted Period Per Section 102.** In accordance with the requirements of Section 102(b)(2) as now in place and as may be amended in the future, the Restricted Stock Units shall be granted to the Participant and held in trust by the Trustee for the benefit of Participant for a period of no less than twenty four (24) months from the date of grant in which the Restricted Stock Units were granted and placed with a Trustee (during the Restricted Period Per Section 102 the Participant will not be allowed to order the Trustee to sell the Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit held by him/her on behalf of the Participant or transfer the Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit from Trustee's hands).

In order to apply the tax benefits of Section 102, the Restricted Stock Units indemnify its officers, directors, employees and any shares of common stock underlying each Restricted Stock Unit may not be sold or transferred (other than through a transfer by will or by operation of law), and no power of attorney or transfer deed shall be given in respect thereof (other than a power of attorney for the purpose of participation in general meetings of shareholders, when applicable).

- (b) **End of Restricted Period Per Section 102.** Upon the completion of the Restricted Period Per Section 102 as now in place and as may be amended in the future, Participant shall be entitled to receive from the Trustee the Restricted Stock Units or one share of Common Stock for each Restricted Stock Unit, subject to the vesting schedule, and to the provisions of the Plan concerning the continued employment of Participant at the Company or any Affiliate of the Company, and subject to any other provisions set forth herein or in the Plan, and Participant shall be entitled to sell the vested Restricted Stock Units subject to the other terms and conditions of this Restricted Stock Units Agreement and the Plan, including the provisions relating to the payment of tax set forth below.

4. Adjustments

Notwithstanding anything agents to the contrary in Section 8.1 (g) of the Plan and in addition thereto, the vesting of the Restricted Stock Units shall accelerate in the following circumstances: (i) if the Director is not re-nominated to serve on the Board or the Director is not re-elected full extent permitted by stockholders at a special or annual meeting, this will result in the acceleration of 100% of any unvested Restricted Stock Units and; (ii) the voluntary resignation of the Director will result in the acceleration of up to 50% of any unvested Restricted Stock Units subject to approval of the Board of Directors. In addition, a Change in Control will result in the acceleration of 100% of any unvested Restricted Stock Units of our directors.

For purposes of this Agreement, "Change of Control" shall mean the occurrence of any of the following: (i) any one person, or more than one person acting as a group or in concert, acquires beneficial ownership of stock of the Company that, together with stock held by such person or group, constitutes more than thirty percent (30%) of the total voting power of the stock of the Company; (ii) any consolidation or merger of the Company into another corporation or entity where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own, directly or indirectly, securities representing in the aggregate more than fifty percent (50%) of the combined voting power of all the outstanding securities of the surviving corporation (or of its ultimate parent corporation, if any); (iii) the sale, lease or other transfer of all or substantially all of the Company's assets to an independent, unaffiliated third party in a single transaction or a series of related transactions; or (iv) the date that fifty percent (50%) or more of the members of the Company's Board of Directors is replaced during any twelve (12) month period by directors whose appointment or election is not endorsed by fifty percent (50%) or more of the members of the Company's Board of Directors prior to the date of the appointment or election.

5. Vesting; Period

Subject to the provisions of the Plan, Restricted Stock Units shall vest according to the Vesting Dates set forth in Exhibit A hereto, provided that the Participant is an Employee of or providing services to the Company and/or its Affiliates on the applicable Vesting Date. Where there is a discrepancy between the terms of Exhibit A and the terms of the Plan, Exhibit A shall govern.

6. Restrictions on Transfer of Restricted Stock Units

- 6.1 The transfer of Restricted Stock Units shall be subject to the limitations set forth in the Plan and in the Company's Articles of Association and any shareholders' agreement to which the holders of common shares of the Company are bound.
- 6.2 With respect to any Approved 102 Awards, subject to the provisions of Section 102 and any rules or regulation or orders or procedures promulgated thereunder, a Participant shall not sell or release from trust any Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit, until the lapse of the Holding Period required under Section 102 of the Ordinance. Notwithstanding the above, if any such sale or release occurs during the Holding Period, the sanctions under Section 102 of the Ordinance and under any rules or regulation or orders or procedures promulgated thereunder shall apply to and shall be borne by such Participant.
- 6.3 With respect to Unapproved 102 Awards, if the Participant ceases to be employed by the Company or any Affiliate, the Participant shall extend to the Company and/or its Affiliate a security or guarantee for the payment of tax due at the time of sale of Shares, all in accordance with the provisions of Section 102 and the rules, regulation or orders promulgated thereunder.
- 6.4 The Participant shall not dispose of any Shares in transactions which violate, in the opinion of the Company, any applicable laws, rules and regulations.
- 6.5 The Participant agrees that the Company shall have the authority to endorse upon the certificate or certificates representing the Shares such legends referring to the foregoing restrictions, and any other applicable restrictions as it may deem appropriate (which do not violate the Participant's rights according to this Restricted Stock Units Agreement).

7. Taxes; Indemnification

- 7.1 Any tax consequences arising from this grant, from the payment for Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit, or from any other event or act (of the Company and/or its Affiliates, the Trustee or the Participant), hereunder, shall be borne solely by the Participant. The Company and/or its Affiliates and/or the Trustee shall withhold taxes according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source. Furthermore, the Participant hereby agrees to indemnify the Company and/or its Affiliates and/or the Trustee and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Participant.
- 7.2 The Participant will not be entitled to receive from the Company and/or the Trustee any Restricted Stock Units prior to the full payments of the Participant's tax liabilities arising from Restricted Stock Units which were granted to him/her. For the avoidance of doubt, neither the Company nor the Trustee shall be required to release any share certificate to the Participant until all payments required to be made by the Participant have been fully satisfied.
- 7.3 The receipt of the Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit may result in tax consequences. THE PARTICIPANT IS ADVISED TO CONSULT A TAX ADVISER WITH RESPECT TO THE TAX CONSEQUENCES OF RECEIVING THIS AWARD OR DISPOSING OF THE SHARES.
- 7.4 With respect to Approved 102 Restricted Stock Units, the Participant hereby acknowledges that he/she is familiar with the provisions of Section 102 and the regulations and rules promulgated thereunder, including without limitations the type of the Award granted hereunder and the tax implications applicable to such grant. The Participant accepts the provisions of the trust agreement signed between the Company and the Trustee, attached as **Exhibit B** hereto, and agrees to be bound by its terms.

8. Participant's Representations

- 8.1 The Participant hereby agrees that the terms of section 102 of the Tax Ordinance ("Section 102") shall apply regarding to the Restricted Stock Units granted.

- 8.2 The Participant is obliged not to sell or remove from the Trustee the Restricted Stock Units and any shares of common stock underlying each Restricted Stock Unit granted to him/her prior to the end of restricted period as defined by Section 102.
- 8.3 The Participant is aware of the directives set forth in Section 102, and of the tax track that was chosen under Section 102 and its implications.
- 8.4 The Participant hereby accepts the terms of the Trust Agreement signed between the Company and the Trustee.
- 8.5 Notwithstanding anything to the contrary and only after the elapse of the period as set forth in Section 5.5 of the Plan, in the event a Participant is entitled to receive a dividend in cash, the proceeds of such dividend may be wired to the Participant, after deduction of all applicable taxes.
- 8.6 Prior to the issuance of the Restricted Stock Units by the Company to the Participant, the Participant hereby agrees to sign any and all documents required by any applicable law and/or by the Company's Articles of Association or bylaws.

9. **Miscellaneous**

- 9.1 **Confidentiality.** The Participant shall regard the information in this Restricted Stock Units Agreement and its exhibits attached hereto as confidential information and the Participant shall not reveal its contents to anyone except when required by law or for the purpose of gaining legal or tax advice.
- 9.2 **Continuation of Employment or Service.** Neither the Plan nor this Restricted Stock Units Agreement shall impose any obligation on the Company or an Affiliate to continue the Participant's employment or service and nothing in the Plan or in this Restricted Stock Units Agreement shall confer upon the Participant any right to continue in the employ or service of the Company and/or an Affiliate or restrict the right of the Company or an Affiliate to terminate such employment or service at any time.
- 9.3 **Method of Payment.** Payment of the aggregate Purchase Price shall be made, at the sole discretion of the Board, by any of the following (a) cash, (b) check (c) a combination thereof, at the election of the Participant. The Payment shall be made in U.S. Dollars if permissible by law, the payment may also be made in New Israeli Shekel ("NIS") at the representative rate of exchange for the U.S. Dollar published by the Bank of Israel on the day of date of grant.
- 9.4 **Entire Agreement.** Subject to the provisions of the Plan, to which this Restricted Stock Units Agreement is subject, this Restricted Stock Units Agreement, together with the exhibits hereto, constitute the entire agreement between the Participant and the Company with respect to Restricted Stock Units granted hereunder, and supersedes all prior agreements, understandings and arrangements, oral or written, between the Participant and the Company with respect to the subject matter hereof.
- 9.5 **Failure to Enforce - Not a Waiver.** The failure of any party to enforce at any time any provisions of this Restricted Stock Units Agreement or the Plan shall in no way be construed to be a waiver of such provision or of any other provision hereof.
- 9.6 **Provisions of the Plan.** The Restricted Stock Units provided for herein are granted pursuant to the Plan and said Restricted Stock Units and this Restricted Stock Units Agreement are in all respects governed by the Plan and subject to all of the terms and provisions of the Plan.
- Any interpretation of this Restricted Stock Units Agreement will be made in accordance with the Plan but in the event there is any contradiction between the provisions of this Restricted Stock Units Agreement and the Plan, the provisions of the Restricted Stock Units Agreement will prevail.**
- 9.7 **Binding Effect.** The Plan and this Restricted Stock Units Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereof.

9.8 **Notices.** All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered mail or delivered by email or facsimile with written confirmation of receipt to the Participant and/or to the Company at the addresses shown on the letterhead above, or at such other place as the Company may designate by written notice to the Participant. The Participant is responsible for notifying the Company in writing of any change in the Participant's address, and the Company shall be deemed to have complied with any obligation to provide the Participant with notice by sending such notice to the address indicated herein.

Pluri Inc.:

per: Name: Yaky Yanay

Position: CEO and President

Signature:

I, the undersigned, hereby acknowledge receipt of a copy of the Plan and accept the Restricted Stock Units subject to all of the terms and provisions thereof. I have reviewed the Plan and this Restricted Stock Units Agreement in its entirety, and fully understand all provisions of this Restricted Stock Units Agreement. I agree to notify the Company upon any change in the residence address indicated herein.

Date

Participant's Signature

Attachments:

Exhibit A: Terms of the Restricted Stock Units

Exhibit B: Trust Agreement

Exhibit C: PLAN

EXHIBIT A

TERMS OF THE RESTRICTED STOCK UNITS AWARD

Name of the Participant:	
Date of Grant:	
Designation:	
1. Number of Restricted Stock Units granted:	
2. Purchase Price:	
3. Vesting Dates:	
4. Restriction Period:	

Participant

Company

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Exhibit 10.4

Summary of Directors Ongoing Compensation

Effective as January 23, 2024, our non-executive officer directors receive cash compensation as follows:

- Annual compensation of \$35,000;
- The Chairman of our Audit Committee shall receive an additional annual fee of \$10,000 and in the event of an annual equity grant issued to directors, or an Annual Director Grant, an additional 10% of equity securities in addition to such grant, and each other member of the Audit Committee shall receive an additional annual fee of \$3,000 and, in the event of an Annual Director Grant, an additional 3% of equity securities in addition to such grant;
- The Chairman of our Compensation Committee shall receive an additional annual fee of \$4,000 and, in the event of an Annual Director Grant, an additional 4% of equity securities in addition to such grant, and each other member of the Compensation Committee shall receive an additional annual fee of \$2,000 and, in the event of an Annual Director Grant, an additional 2% of equity securities in addition to such grant; and

- The Chairman of our Nominating Committee shall receive an additional annual fee of \$4,000 and, in the event of an Annual Director Grant, an additional 4% of equity securities in addition to such grant, and each other member of the Nominating Committee shall receive an additional annual fee of \$2,000 and, in the event of an Annual Director Grant, an additional 2% of equity securities in addition to such grant.
- The Chairman of our Investment Committee shall receive an additional fee of \$4,000 and, in the event of an Annual Director Grant, an additional 4% of equity securities in addition to such grant, and each other member of the Investment Committee shall receive an additional annual fee of \$2,000 and an additional 2% of equity securities in addition to such grant.
- In the event of an Annual Director Grant, the Chairman of our Board of Directors shall receive an additional 26% of equity securities in addition to such grant.

In exceptional circumstances, our non-executive directors may receive additional payments of up to \$75,000 per year for extraordinary performance, as well as discretionary amounts in special circumstances as the Board of Directors or the Compensation Committee may decide.

Exhibit 10.5

AMENDMENT TO THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This AMENDMENT TO THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this “Amendment”) dated as of December 1, 2023, by and between Pluri-Biotech Ltd. (the “Company”) and Ms. Chen Franco - Yehuda (the “Executive”). Each of the Company and the Executive shall be referred to collectively as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, the Parties entered into an Amended and Restated Employment Agreement dated as of September 10, 2020 (the “Original Employment Agreement”) pursuant to which the Executive was employed by the Company upon the terms and conditions therein;

WHEREAS the Parties entered into an amendment to the Employment Agreement, dated as of September 13, 2021 (the “Amended Employment Agreement” and together with the Original Employment Agreement, the “Employment Agreement”) upon the terms and conditions therein;

WHEREAS, the Parties seek to amend certain provisions of the Employment Agreement as set forth below;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties agree with the others as follows:

1. Unless otherwise defined herein, all terms and conditions used in this Amendment shall have the meanings assigned to such terms in the Employment Agreement.

2. Starting from December 1, 2023, the position of the Executive and her base salary will be reduced to 80% for a period of three (3) months, concluding on February 29, 2024. All other legal rights and social benefits will be adjusted accordingly.

3. Further Assurances. Each Party hereto, without additional consideration, shall cooperate, shall take such further action and shall execute and deliver such further documents as may be reasonably requested by the other Party hereto in order to carry out the provisions and purposes of this Amendment.

4. Counterparts. This Amendment may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

5. Headings. The headings of Articles and Sections in this Amendment are provided for convenience only and will not affect its construction or interpretation.

6. Waiver. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Amendment or any of the documents referred to in this Amendment will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege.

1. Severability. The invalidity or unenforceability of any provisions of this Amendment pursuant to any applicable law shall not affect the validity of the remaining provisions hereof, but this Amendment shall be construed as if not containing the provision held invalid or unenforceable in the jurisdiction in which so held, and the remaining provisions of this Amendment shall remain in full force and effect. If the Amendment may not be effectively construed as if not

containing the provision held invalid or unenforceable, then the provision contained herein that is held invalid or unenforceable shall be reformed so that it meets such requirements as to make it valid or enforceable.

2. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Israel, without giving effect Nevada.

A director or officer of the corporation shall not be personally liable to the rules respecting conflict-of-law, corporation or its stockholders for damages for breach of fiduciary duty as a director or officer, but this article shall not eliminate or limit the liability of a director or officer for (i) acts or omissions which involve intentional misconduct, fraud or a knowing violation of the law or (ii) the unlawful payment of dividends. Any disputes arising from repeal or modification of this Amendment article by stockholders of the corporation shall be resolved pursuant to Section 8.7 prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the Original Employment Agreement, corporation for acts or omissions prior to such repeal or modification.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY] TWELFTH

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Every person who was or is a party to, Amended and Restated Employment Agreement or is threatened to be duly executed as made a party to, or is involved in any such action, suit or proceeding, whether civil, criminal, administrative or investigative, by the reason of the day and year first above written.

Company:

PLURI BIOTECH LTD.

By: /S/ Yaky Yanay

Name: Yaky Yanay

Title: CEO

Executive:

/s/ Chen Franco-Yehuda

Ms. Chen Franco-Yehuda

Exhibit 10.6

AMENDMENT TO THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This AMENDMENT TO THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Amendment") dated as of December 25, 2023, by and between Pluri-Biotech Ltd. (the "Company") and Mr. Yaacov (Yaky) Yanay (the "Executive"). Each fact that he or she, or a person with whom he or she is a legal representative, is or was a director of the Company and corporation, or who is serving at the Executive request of the corporation as a director or officer of another corporation, or is a representative in a partnership, joint venture, trust or other enterprise, shall be referred to collectively as the "Parties" indemnified and individually as a "Party."

WITNESSETH:

WHEREAS, the Parties entered into an Amended and Restated Employment Agreement dated as of September 10, 2020 (the "Original Employment Agreement") pursuant to which the Executive was employed by the Company upon the terms and conditions therein;

WHEREAS the Parties entered into an amendment held harmless to the Employment Agreement, dated as of September 13, 2021 (the "Amended Employment Agreement" and together with the Original Employment Agreement, the "Employment Agreement") upon the terms and conditions therein;

WHEREAS, the Parties seek to amend certain provisions of the Employment Agreement as set forth below;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties agree with the others as follows:

1. Unless otherwise defined herein, all terms and conditions used in this Amendment shall have the meanings assigned to such terms in the Employment Agreement.

2. Starting from January 1, 2024, the position of the Executive and his base salary will be reduced to 80% for a period of two (2) months, concluding on February 29, 2024. All other legal rights and social benefits will be adjusted accordingly.

3. Further Assurances. Each Party hereto, without additional consideration, shall cooperate, shall take such further action and shall execute and deliver such further documents as may be reasonably requested by the other Party hereto in order to carry out the provisions and purposes of this Amendment.

4. Counterparts. This Amendment may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

5. Headings. The headings of Articles and Sections in this Amendment are provided for convenience only and will not affect its construction or interpretation.

6. Waiver. Neither any failure nor any delay by any party in exercising any right, power or privilege fullest extent legally permissible under this Amendment or any of the documents referred to in this Amendment will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege.

1. Severability. The invalidity or unenforceability of any provisions of this Amendment pursuant to any applicable law shall not affect the validity of the remaining provisions hereof, but this Amendment shall be construed as if not containing the provision held invalid or unenforceable in the jurisdiction in which so held, and the remaining provisions of this Amendment shall remain in full force and effect. If the Amendment may not be effectively construed as if not containing the provision held invalid or unenforceable, then the provision contained herein that is held invalid or unenforceable shall be reformed so that it meets such requirements as to make it valid or enforceable.

2. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Israel, without giving effect Nevada from time to time to the rules respecting conflict-of-law. Any disputes arising from this Amendment time against all expenses, liability and loss (including attorneys' fees, judgments, fines, and amounts paid or to be paid in a settlement) reasonably incurred or suffered by him or her in connection therewith. Such right of indemnification shall be resolved pursuant to Section 8.7 a contract right which may be enforced in any manner desired by such person. The expenses of officers and directors incurred in defending a civil suit or proceeding must be paid by the corporation as incurred and in advance of the Original Employment Agreement. final disposition of the action, suit, or proceeding, under receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the corporation. Such right of indemnification shall not be exclusive of any other right of such directors, officers or representatives may have or hereafter acquire, and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law, or otherwise, as well as their rights under this article.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Without limiting the parties hereto have caused this Amendment to Amended and Restated Employment Agreement to be duly executed as application of the day foregoing, the board of directors may adopt by-laws from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted by the laws of the State of Nevada, and year first above written.

Company:

PLURI BIOTECH LTD.

By: /s/ Chen Franco-Yehuda

Name: Chen Franco- Yehuda

Title: CFO

Executive:

/S/ Yaky Yanay

Yaacov (Yaky) Yanay

may cause the corporation to purchase or maintain insurance on behalf of any person who is or was a director or officer.

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Exhibit 10.7

Amendment #1 to the Consulting Agreement

This Amendment #1 to the Consulting Agreement (“Amendment #1”) effective as of the 1st of December, 2023 (the “Effective Date”), is entered into between Pluri Biotech Ltd. a with its principal place of business at MATAM Park, Building 5, Haifa 31905 Israel (“Company”) and Mr. Zalman (Zami) Aberman, Israeli ID# 26014043 from Tel Mond, Israel (“Consultant”), each a “Party” and together, the “Parties”.

WHEREAS, Company and Consultant entered into a Consulting Agreement with an effective date of the January 1st, 2023 (the “Agreement”).

WHEREAS, the Parties now wish to amend the Agreement as is more particularly set forth in this Amendment #1.

NOW, THEREFORE, in consideration of the covenants, rights and obligations contained in this Amendment #1 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follow:

- 1. The monthly Consulting Fees in Section 3.1 amounting to US\$9,667 shall be reduced to 80%, i.e. monthly gross amount of UD\$7,733, for a period of three (3) months commencing from the Effective Date.**
- 2. For avoidance of doubt, all other payments Consultant is entitled to under the Agreement including Bonus, Car, Cellular Phone and Reimbursement for expenses shall remain, in full force and effect**
- 3. All provisions, covenants, terms and conditions of the Agreement and all schedules and appendices thereto are, and shall remain, in full force and effect except to the extent modified, deleted or revised herein.**
- 4. This Amendment #1 may be executed in counterparts, which, when taken together, shall constitute one agreement. Signatures to this Amendment #1 may be exchanged via facsimile or by other means of electronic signature or electronic replication and transmission.**
- 5. IN WITNESS WHEREOF, the parties have caused this Amendment #1 to be executed by their respective authorized officers as of the Amendment #1 Effective Date.**

Accepted by Pluri Biotech Ltd.

Authorized Signature /s/ Chen Franco

Print Name: Chen Franco

Title: CFO

Date 2024-01-12

Zalman (Zami) Aberman

**Authorized Signature /s/ Zami
Aberman**

**Print Name Zami
Aberman**

Title

Date 2024-01-10

Exhibit 31.1

CERTIFICATION

I, Yaky Yanay, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Pluri Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 12, 2024

/s/ Yaky Yanay

Yaky Yanay

Chief Executive Officer and President

(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION

I, Chen Franco-Yehuda, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Pluri Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 12, 2024 May 9, 2024

/s/ Yaky Yanay

Yaky Yanay

Chief Executive Officer and President

(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION

I, Chen Franco-Yehuda, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Pluri Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, 2024

-
/s/ Chen Franco-Yehuda

Chen Franco-Yehuda
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350

In connection with the Quarterly Report on Form 10-Q of Pluri Inc., or the Company, for the period ended December 31, 2023 March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof, or the Report, I, Yaky Yanay, Chief Executive Officer and President of the Company, certify, pursuant to 18 U.S.C. ss. 1350, that, to my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

-
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 12, 2024 May 9, 2024

-
/s/ Yaky Yanay

Yaky Yanay

Chief Executive Officer and President

(Principal Executive Officer)

-

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350

In connection with the Quarterly Report on Form 10-Q of Pluri Inc., or the Company, for the period ended December 31, 2023 March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof, or the Report, I, Chen Franco-Yehuda, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. ss. 1350, that, to my knowledge:

-
- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
-
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 12, 2024 May 9, 2024

-
/s/ Chen Franco-Yehuda

Chen Franco-Yehuda

Chief Financial Officer

(Principal Financial and Accounting Officer)

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