UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 6-K

Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16
under the Securities Exchange Act of 1934

For the month of February 2025

Commission File Number 001-35751

STRATASYS LTD.
(Translation of registrant's name into English)

c/o Stratasys, Inc.	**1 Holtzman Street, Science Park**
7665 Commerce Way	**P.O. Box 2496**
Eden Prairie, Minnesota 55344	**Rehovot, Israel 76124**

(Addresses of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F ☒ Form 40-F ☐

Entry into PIPE Transaction

On February 2, 2025, Stratasys Ltd. ("**Stratasys**" or the "**Company**") entered into a securities purchase agreement (the "**PIPE SPA**") with Fortissimo Capital Fund VI, L.P. (together with its affiliates, collectively, "**Fortissimo**"), an Israeli private equity fund, pursuant to which Fortissimo will invest $120 million in Stratasys and acquire 11,650,485 newly-issued ordinary shares, par value 0.01 New Israeli Shekels per share, of the Company ("**ordinary shares**"), at a price of $10.30 per share (the "**PIPE**"). That purchase price per share reflects a premium of 10.6% over the closing market price of the ordinary shares on the Nasdaq Global Select Market on January 31, 2025. As of the present time, Fortissimo holds approximately 1.5%, and upon (and subject to) completion of the PIPE, Fortissimo will hold approximately 15.5%, of Stratasys' issued and outstanding ordinary shares.

The parties expect the PIPE to close during the second quarter of 2025, subject to review by the U.S. Committee on Foreign Investment in the United States ("**CFIUS**") and other customary closing conditions.

On February 2, 2025, Stratasys and Fortissimo issued a joint press release announcing the execution of the PIPE SPA and describing the prospective PIPE. A copy of that press release is attached to this report of foreign private issuer on Form 6-K (this "**Form 6-K**") as Exhibit 99.1 and is incorporated herein by reference.

The material terms of the PIPE SPA and related agreements are described below. That description is qualified in its entirety by the PIPE SPA and the related forms of agreements to be entered into upon the closing of the PIPE, each of which serves as an exhibit to this Form 6-K.

Lock-Up and Registration Rights

Under the terms of the PIPE SPA and a related shareholder agreement to be entered into by Stratasys and Fortissimo as of, and subject to, the closing of the PIPE (the "**Shareholder Agreement**"), Fortissimo will be subject to a lock-up for 18 months commencing upon the closing of the PIPE, during which period it will be prohibited from transferring any ordinary shares, subject to limited, customary exceptions. Within 45 days after the conclusion of the 18-month lock-up period, Stratasys will be required to file with the U.S. Securities and Exchange Commission (the "**SEC**") a registration statement on Form F-3 (or Form F-1, if Stratasys is not then eligible to file on Form F-3) to register Fortissimo's resale of the ordinary shares sold to it in the PIPE. Stratasys will be required to use its reasonable best efforts to cause that registration statement to be declared effective by the SEC within 10 days after receipt of notification of no-review by the SEC, or 90 days after the initial filing date of the registration statement, in the event of a review by the SEC.

Under the Shareholder Agreement, Fortissimo will furthermore be entitled to customary "piggyback" registration rights, whereby it will be entitled to request the inclusion of the ordinary shares that it purchases in the PIPE in any registration statement filed by the Company to register ordinary shares being offered by the Company or any selling shareholders. The foregoing "piggyback" registration rights are subject to customary exclusions and cutbacks in the case of underwritten offerings.

Prospective Rights Plan Amendment; Voting and Standstill Restrictions

As a condition to closing under the PIPE SPA, Stratasys' board of directors is required to exempt any and all acquisitions of ordinary shares by Fortissimo from Stratasys pursuant to the PIPE and thereafter from the application of Stratasys' current limited-duration shareholder rights plan. That exemption will be effected by way of Stratasys' entry into a second amendment to its Shareholder Rights Agreement, dated as of December 21, 2023, as amended on December 19, 2024, by and between the Company and Continental Stock Transfer & Trust Company, as rights agent (as amended, the "**Rights Agreement**"). With the exception of Fortissimo, the existing terms of the rights plan under the Rights Agreement will remain the same for all of Stratasys' shareholders. The rights generally will become exercisable only if an entity, person or group acquires beneficial ownership of 15% or more of Stratasys' outstanding ordinary shares in a transaction not approved by Stratasys' board of directors.

In lieu of any restrictions upon additional acquisitions of ordinary shares under the Rights Agreement, Fortissimo will instead be subject to certain standstill and voting restrictions under the Shareholder Agreement, including that Fortissimo will generally have the right to acquire only up to 24.99% of Stratasys' issued and outstanding ordinary shares, and will generally be limited to voting no more than 20% of the outstanding ordinary

shares of Stratasys. That voting limitation will not apply if and when Fortissimo beneficially owns 35% or more of the outstanding ordinary shares (acquired only pursuant to a permitted tender offer, as described in the following paragraph), or upon a change of control of Stratasys (as defined in the Shareholder Agreement), in which cases Fortissimo would be free to vote in its sole discretion any and all ordinary shares beneficially owned by it.

Despite the general 24.99% ownership limitation imposed on it, under the Shareholder Agreement, Fortissimo will nevertheless be permitted to conduct a tender offer for the purchase of at least 15% of the issued and outstanding ordinary shares provided that such purchase brings Fortissimo's holdings to at least 35% of the issued and outstanding ordinary shares. The closing of such a tender offer would require the approval of a vote of Stratasys' shareholders (other than any shareholders affiliated with Fortissimo).

The above-described standstill restrictions will terminate upon the earliest to occur of (i) a change of control of Stratasys (as defined in the Shareholder Agreement), (ii) 90 days after Fortissimo ceases to hold at least 5% of Stratasys' ordinary shares, on a fully-diluted basis, (iii) certain other fundamental transactions or occurrences involving Stratasys, or (iv) Fortissimo's successful completion of a permitted tender offer, as described in the preceding paragraph.

Board Nomination Rights

Upon, and subject to, the closing of the PIPE, under the Shareholder Agreement, Stratasys' board of directors will appoint Yuval Cohen, Founding and Managing Partner of Fortissimo, to Stratasys' board of directors, as Fortissimo's initial designee under the Shareholder Agreement, who will replace one of Stratasys' current directors (whose identity will be determined at that time).

To the extent Fortissimo's beneficial ownership equals at least 20% of the issued and outstanding ordinary shares, if Fortissimo requests, Stratasys is required prior to the earlier of (i) its first annual general meeting of shareholders and (ii) its next extraordinary general meeting of shareholders, in each case following Fortissimo's reaching that 20% beneficial ownership level, to include in the proxy statement for that next general meeting of shareholders a proposal approving the election to Stratasys' board of a second Fortissimo designee.

During the period from the closing of the PIPE until the election of Fortissimo's second designee, Fortissimo shall be entitled to designate one non-voting representative as an observer who will attend and be heard at all meetings of Stratasys' board of directors.

The number of individuals that Fortissimo is entitled to designate to serve as directors and/or a board observer will be reduced to: (i) one director and one observer if Fortissimo decreases its holdings to between 10% and (but not including) 19% of the issued and outstanding ordinary shares; (ii) no directors and one observer if, at any time, Fortissimo decreases its holdings to between 7.5% and (but not including) 10% of the issued and outstanding ordinary shares; and (iii) no directors or observer if, Fortissimo decreases its holdings to less than 7.5% of the issued and outstanding ordinary shares. Any of the above reductions in Fortissimo's right to designate directors and/or an observer will not apply if a decrease in Fortissimo's percentage holdings is due to a dilutive action taken by Stratasys, such as an issuance of ordinary shares by Stratasys.

Incorporation by Reference

The information in this Form 6-K and the exhibits hereto, other than Exhibit 99.1 hereto, is incorporated by reference into the Company's registration statements on Form S-8, SEC file numbers 333-190963, 333-236880, 333-253694, 333-262951, 333-262952, 333-27049 and 333-277836, filed by the Company with the SEC on September 3, 2013, March 4, 2020, March 1, 2021, February 24, 2022, February 24, 2022, March 3, 2023 and March 12, 2024, respectively, and Form F-3, SEC file number 333-251938, filed by the Company with the SEC on January 7, 2021, and shall be a part thereof from the date on which this Form 6-K is furnished, to the extent not superseded by documents or reports subsequently filed or furnished.

Forward-Looking Statements

This Form 6-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, related to the expected timing for, and applicable provisions that would become effective upon,

the closing of the PIPE. Those forward-looking statements are based on current information that is, by its nature, subject to potential change. Due to risks and uncertainties associated with the process for obtaining regulatory approvals for, and meeting other conditions precedent to, the closing of the PIPE, that closing may not occur, or, if it does occur, may occur materially later than is currently anticipated (the second quarter of 2025, as described above). Those risks and uncertainties include, but are not limited to whether the CFIUS Waiting Period shall have expired and a CFIUS Notification Event, CFIUS Suspension, or CFIUS Turndown shall have not occurred (in each case, as such term is defined in the PIPE SPA); whether the Company shall have obtained any and all authorizations, consents, permits, approvals, registrations and waivers necessary for the consummation of the purchase and sale of the ordinary shares to be sold under the PIPE Agreement and the consummation of all other transactions contemplated by the PIPE Agreement; and whether all other closing conditions for consummation of the PIPE shall have been met. Investors are furthermore encouraged to consider those additional risks related to the Company generally, which are referred to in Item 3.D “Key Information - Risk Factors” of Stratasys’ annual report on Form 20-F for the year ended December 31, 2023, which Stratasys filed with the SEC on March 11, 2024, and in other reports and documents that Stratasys files with or furnishes to the SEC from time to time, which are designed to advise interested parties of the risks and factors that may affect Stratasys’ business, financial condition, results of operations and prospects. Any forward-looking statements made in this Form 6-K are made as of the date hereof, and Stratasys undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Exhibit Index

The following exhibits are furnished as part of this Form 6-K:

:

Exhibit	Description
4.1	Form of Second Amendment to Shareholder Rights Agreement, dated as of December 21, 2023, and amended by First Amendment dated as of December 19, 2024, by and between Stratasys Ltd. and Continental Stock Transfer & Trust Company, as rights agent, to be entered into upon (and subject to) the closing under the PIPE SPA (as defined below)
10.1	Securities Purchase Agreement (the “PIPE SPA”), dated February 2, 2025, by and between Stratasys Ltd. and Fortissimo Capital Fund VI, L.P. *
10.2	Form of Shareholder Agreement to be entered into by and between Stratasys Ltd. and Fortissimo Capital Fund VI, L.P. upon (and subject to) the closing under the PIPE SPA*
99.1	Joint press release of Stratasys and Fortissimo issued on February 2, 2025

*Certain exhibits and/or schedules to this agreement have been omitted pursuant to Item 601(b)(2) of Regulation S-K and will be furnished supplementally to the SEC upon request; provided, however, that Stratasys reserves the right to request confidential treatment for portions of those exhibits.

SIGNATURES

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

STRATASYS LTD.

Dated: February 4, 2025

By: /s/ Eitan Zamir

Name: Eitan Zamir

Title: Chief Financial Officer

Exhibit 4.1

Draft for Execution

SECOND AMENDMENT
TO
SHAREHOLDER RIGHTS AGREEMENT

THIS SECOND AMENDMENT TO THE SHAREHOLDER RIGHTS AGREEMENT (this "Second Amendment"), dated as of [ ], 2025, by and between STRATASYS LTD., an Israeli company (the "Company"), and CONTINENTAL STOCK TRANSFER & TRUST COMPANY, a New York corporation, as rights agent (the "Rights Agent"), amends the Shareholder Rights Agreement, dated as of December 21, 2023, between the Company and the Rights Agent (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

WHEREAS, the Company and the Rights Agent have executed and entered into the Agreement;

WHEREAS, Section 28 of the Agreement provides, among other things, that the Company may from time to time, and the Rights Agent shall, if directed by the Company, supplement or amend this Agreement without the approval of any holders of Right Certificates to make any other provisions with respect to the Rights which the Company may deem necessary or desirable (provided, among other things, that, from and after such time as any Person becomes an Acquiring Person, certain conditions must be met);

WHEREAS, to the knowledge of the Company, no Person has become an Acquiring Person;

WHEREAS, the Board of Directors of the Company deems it is advisable and in the best interests of the Company and its shareholders to amend certain provisions of the Agreement as set forth herein;

WHEREAS, the Company has provided an Officer's Certificate in compliance with the terms of Section 28 of the Agreement, attached hereto as Exhibit A; and

WHEREAS, pursuant to and in accordance with Section 28 of the Agreement, the Company desires to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth herein, and intending to be legally bound, there parties hereto amend the Agreement is hereby amended as follows:

1. Amendments.

(a) The following is added as a new definitions in Section 1 of the Agreement:

"PIPE Purchaser" shall mean the Purchaser as such term is defined in the PIPE SPA.

"PIPE SPA" shall mean that certain Securities Purchase Agreement, dated as of February 2, 2025, between the Company and Fortissimo Capital Fund VI, L.P.

(b) Paragraph (a) of Section 1 of the Agreement is amended by the addition of the following at the end of such provision:

'Notwithstanding the foregoing, neither the PIPE Purchaser nor any of its Affiliates shall be an "Acquiring Person" as a result of either (x) its acquisition of Ordinary Shares pursuant to the PIPE SPA, or (y) following the consummation of the Closing under the PIPE SPA, its acquisition of additional Ordinary Shares'

2. Effect of this Amendment. It is the intent of the parties that this Amendment constitutes an amendment of the Agreement as contemplated by Section 28 thereof. This Amendment shall be deemed effective as of the date hereof as if executed by both parties hereto on such date. Except as expressly provided in this Amendment, the terms of the Agreement remain in full force and effect.

3. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

4. Governing Law. This Amendment shall be deemed to be a contract made under the laws of the State of Israel and for all purposes shall be governed by and construed in accordance with the laws of such state applicable to contracts to be made and performed entirely within such state, other than with respect to the duties and rights of the Rights Agent under Sections 18-21 hereunder which shall be governed by and construed in accordance with the laws of the State of New York.

5. Severability. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, illegal or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

6. Descriptive Headings. The captions herein are included for convenience of reference only, do not constitute a part of this Amendment and shall be ignored in the construction and interpretation hereof.

7. Further Assurances. Each of the parties to this Amendment will cooperate and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Amendment, the Agreement and any transactions contemplated hereunder and thereunder.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date set forth above.

STRATASYS LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: _____
Name:
Title:

EXHIBIT A

OFFICER'S CERTIFICATE

[ ], 2025

Pursuant to Section 28 of the Rights Agreement, dated as of December 21, 2023 (the "Rights Agreement"), by and between Stratasys Ltd., an Israeli company (the "Company"), and Continental Stock Transfer & Trust Company, a New York corporation, as rights agent (the "Rights Agent"), the undersigned officer of the Company does hereby certify that the First Amendment to Rights Agreement, to be entered into as of the date hereof by and between the Company and the Rights Agent, is in compliance with the terms of Section 28 of the Rights Agreement.

IN WITNESS WHEREOF, the undersigned hereby executes this Officer's Certificate as of the date first above written.

By: _____
Name:
Title:

Exhibit 10.1

Execution Copy

SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (this "***Agreement***"), dated as of February 2, 2025, is made by and among **STRATASYS LTD.**, a company organized under the laws of the State of Israel (the "***Company***"), and **FORTISSIMO CAPITAL FUND VI, L.P.**,(the "***Purchaser***").

RECITALS:

A. The Company and the Purchaser are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act.

B. The Purchaser desires to purchase and the Company desires to sell, upon the terms and conditions stated in this Agreement, Ordinary Shares of the Company, par value NIS 0.01 per share (the "***Ordinary Shares***"), having an aggregate purchase price of $120,000,000 (the "***Aggregate Purchase Price***"), as more fully described in this Agreement.

C. The capitalized terms used herein and not otherwise defined have the meanings given them in Article 6.

AGREEMENT

In consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Purchaser hereby agree as follows:

ARTICLE 1

PURCHASE AND SALE OF SHARES

1.1 Closing.

(a) Purchase and Sale of Shares. At the closing of the transaction contemplated by this Agreement (the "***Closing***"), the Company will sell and issue to the Purchaser, and the Purchaser will purchase from the Company, the number of Ordinary Shares equal to (x) the Aggregate Purchase Price divided by (y) $10.30 (the "***Per Share Purchase Price***") (the "***Shares***").

(b) Payment. At the Closing, the Purchaser will pay to an account designated by the Company, by wire transfer of immediately available funds the Aggregate Purchase Price. The Company will instruct the Transfer Agent to credit the Purchaser the number of Shares purchased by the Purchaser pursuant to Section 1.1 hereof and (ii) on the Closing Date (defined below) deliver written notice from the Company or the Transfer Agent evidencing the issuance to the Purchaser of the Shares on and as of the Closing Date. If the Closing does not occur by May 15, 2025 (the "***Outside Date***"), either party shall have the right to terminate this Agreement by written notice to the other party.

(c) Closing Date. The Closing will take place as soon as reasonably practicable after the date hereof (the date on which the Closing actually occurs, the "***Closing Date***") and the Closing will be held remotely via the exchange of documents and signatures, or at such other time and place as agreed upon by the Company and the Purchaser.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in the SEC Documents (as defined below) prior to the date hereof and only as and to the extent disclosed therein, the Company hereby represents and warrants to the Purchaser as of the date of this Agreement that:

2.1 This Agreement. This Agreement and the transactions contemplated hereby have been duly authorized, and this Agreement has been duly executed and delivered by the Company. All corporate approvals on the part of the Company, including, to the extent applicable, under Chapter 5 of Part VI of the Israeli Companies Law, 5759-1999, as amended, and the regulations promulgated thereunder (the "***Companies Law***"), for the offer, issuance and sale of the Ordinary Shares and the other transactions contemplated hereby have been obtained.

2.2 Authorization of Shares. The Shares have been duly authorized for issuance and sale pursuant to this Agreement and, when issued and delivered by the Company against payment therefor pursuant to this Agreement, will be validly issued, fully paid and nonassessable, and the issuance and sale of the Shares is not subject to any preemptive rights, rights of first refusal or other similar rights to subscribe for or purchase any securities of the Company.

2.3 Private Placement. Neither the Company nor any of its Affiliates, nor any Person acting on its or their behalf, has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under any circumstances that would require registration of the Shares under the Securities Act. Assuming the accuracy of the representations and warranties of the Purchaser contained in Article 3 hereof, the offer, sale and issuance of the Shares are exempt from registration under the Securities Act.

2.4 No Integrated Offering. Neither the Company nor its Affiliates nor any Person acting on their behalf has, directly or indirectly, made any offers or sales of any Company security or solicited any offers to buy any Company security, under circumstances that would adversely affect reliance by the Company on Section 4(a)(2) and Regulation D for the exemption from registration for the transactions contemplated hereby or would require registration of the Shares under the Securities Act.

2.5 No Directed Selling Efforts or General Solicitation. Neither the Company nor any Person acting on its behalf has conducted any general solicitation or general advertising (as those terms are used in Regulation D promulgated under the Securities Act) in connection with the offer or sale of any of the Shares.

2.6 No Material Adverse Change. Subsequent to the respective dates as of which information is given in the SEC Documents (i) there has been no Material Adverse Change (ii) the Company and its subsidiaries, considered as one entity, have not incurred any material liability or obligation, indirect, direct or contingent, not in the ordinary course of business nor entered into any material transaction or agreement not in the ordinary course of business; and (iii) there has been no dividend or distribution of any kind declared, paid or made by the Company or, except for regular quarterly dividends publicly announced by the Company or dividends paid to the Company or other subsidiaries, by any of its subsidiaries on any class of share capital or repurchase or redemption by the Company or any of its subsidiaries of any class of share capital other than pursuant to the publicly disclosed Company program to repurchase of up to $50 million of its ordinary shares.

2.7 Independent Accountants. Kesselman & Kesselman, a member firm of PricewaterhouseCoopers International Limited, which has expressed its opinion with respect to the Company's audited financial statements for fiscal year 2023 (which term as used in this Agreement includes the related notes thereto) filed with the SEC as a part of the SEC Documents, is (i) an independent registered public accounting firm as required by the Securities

Act , the Exchange Act, and the rules of the Public Company Accounting Oversight Board ("***PCAOB***"), (ii) in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X under the Securities Act and (iii) a registered public accounting firm as defined by the PCAOB whose registration, to the Company's knowledge, has not been suspended or revoked and who has not requested such registration to be withdrawn.

2.8 SEC Document; Financial Statements. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, including Reports on Form 6-K, for the three years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) on a timely basis or has received a valid extension of such time of filing and has filed any SEC Documents prior to the expiration of any such extension. As of their respective dates, or to the extent corrected or modified by a subsequent amendment, the SEC Documents complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC promulgated thereunder, as applicable, and none of the SEC Documents, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements filed with the SEC as a part of the SEC Documents present fairly in all material respects the consolidated financial position of the Company and its subsidiaries as of the dates indicated and the results of their operations, changes in shareholders' equity and cash flows for the periods specified subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustment. Such financial statements have been prepared in conformity with generally accepted accounting principles as applied in the United States applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto.

2.9 Company's Accounting System. The Company and each of its subsidiaries, on a consolidated basis, make and keep accurate books and records and maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles as applied in the United States and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

2.10 Disclosure Controls. The Company has established and maintains disclosure controls and procedures (as defined in Rules 13a-15 and 15d-15 under the Exchange Act), which (i) are designed to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to the Company's principal executive officer and its principal financial officer by others within those entities, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared; (ii) have been evaluated by management of the Company for effectiveness as of the end of the Company's most recent fiscal quarter; and (iii) are effective in all material respects to perform the functions for which they were established. Since the end of fiscal year 2024, there have been no significant deficiencies or material weaknesses in the Company's internal control over financial reporting (whether or not remediated) and no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting. The Company is not aware of any change in its internal control over financial reporting that has occurred during its most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

2.11 Incorporation and Good Standing of the Company. The Company has been duly incorporated and is validly existing under the laws of the State of Israel, and has the corporate power and authority to own, lease and operate its properties and to conduct its business as described in the SEC Documents and to enter into and perform

its obligations under this Agreement. The Company is duly qualified in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business except where the failure to be so qualified or in good standing or other equivalent local law status (if any), as applicable, would not result in a Material Adverse Change. As of the date hereof, the Company is not designated as a "breaching company" (within the meaning of the Companies Law) by the Registrar of Companies of the State of Israel, nor has a proceeding been instituted in Israel by the Registrar of Companies of the State of Israel for the dissolution of the Company and there is no basis for such designation. The articles of association and memorandum of association of the Company and other constitutive or organizational documents of the Company comply with the requirements of applicable Israeli law and are in full force and effect.

2.12 Subsidiaries. Each of the Company's "subsidiaries" (for purposes of this Agreement, meaning a significant subsidiary as defined in Rule 1-02(w) of Regulation S-X under the Securities Act) has been duly incorporated or organized, as the case may be, and is validly existing as a corporation, partnership or limited liability company, as applicable, in good standing under the laws of the jurisdiction of its incorporation or organization and has the power and authority (corporate or other) to own, lease and operate its properties and to conduct its business as described in the SEC Documents. Each of the Company's subsidiaries is duly qualified as a foreign corporation, partnership or limited liability company, as applicable, to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business except where the failure to be so qualified or in good standing, or other equivalent local law status (if any), as applicable, would not result in a Material Adverse Change. All of the issued and outstanding share capital or other equity or ownership interests of each of the Company's subsidiaries have been duly authorized and validly issued, are fully paid and nonassessable and are owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or adverse claim. The constitutive or organizational documents of each of the subsidiaries comply in all material respects with the requirements of applicable laws of its jurisdiction of incorporation or organization and are in full force and effect. The Company does not own or control, directly or indirectly, any subsidiary other than the subsidiaries listed in Exhibit 8.1 to the Company's Annual Report on Form 20-F for the fiscal year ended 2023.

2.13 Capitalization and Other Share Capital Matters. All of the issued and outstanding Ordinary Shares have been duly authorized and validly issued, are fully paid and nonassessable and have been issued in compliance with all Israeli, U.S. federal and state and local securities laws. None of the outstanding Ordinary Shares was issued in violation of any preemptive rights, rights of first refusal or other similar rights to subscribe for or purchase securities of the Company. There are no authorized or outstanding options, warrants, preemptive rights, rights of first refusal or other rights to purchase, or equity or debt securities or other rights convertible into or exchangeable or exercisable for, any share capital of the Company or any of its subsidiaries other than those described in the SEC Documents. With respect to the options or other equity awards or rights to acquire Ordinary Shares (together, the "***Share Options***") granted pursuant to the share-based compensation plans of the Company and its subsidiaries (each, a "***Company Plan***" and, together, the "***Company Plans***"), (i) each grant of a Share Option was duly authorized no later than the date on which the grant of such Share Option was by its terms to be effective by all necessary corporate action, including, as applicable, approval by the Board of the Company (or a duly constituted and authorized committee thereof) and any required shareholder approval by the necessary number of votes or written consents, and the award agreement governing such grant (if any) was duly executed and delivered by each party thereto within a reasonable period of time following such grant, and (iv) each such grant was made in accordance with the terms of the Company Plans and, in material compliance with all other applicable laws and regulatory rules or requirements. The Company has not knowingly granted, and there is no and has been no policy or practice of the Company of granting, Share Options prior to, or otherwise coordinating the grant of Share Options with, the release or other public announcement of material information regarding the Company or its subsidiaries or their results of operations or prospects.

2.14 Stock Exchange Listing. The Ordinary Shares are registered pursuant to Section 12(b) or 12(g) of the Exchange Act and are listed on the Principal Market, and the Company has taken no action designed to, or likely to have the effect of, terminating the registration of the Ordinary Shares under the Exchange Act or delisting the Ordinary Shares from the Principal Market, nor has the Company received any notification that the SEC or the Principal Market is contemplating terminating such registration or listing. To the Company's knowledge, it is in compliance with all applicable listing requirements of the Principal Market.

2.15 No "Bad Actor" Disqualification. No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "***Disqualification Event***") is applicable to the Company or to any Company Covered Person (as defined below), except for a Disqualification Event to which Rule 506(d)(2)(ii-iv) or (d)(3) is applicable. "Company Covered Person" means, with respect to the Company as an "issuer" for purposes of Rule 506 promulgated under the Securities Act, any person listed in the first paragraph of Rule 506(d)(1).

2.16 Non-Contravention of Existing Instruments; No Further Authorizations or Approvals Required. Neither the Company nor any of its subsidiaries is in violation of (i) its articles of association, memorandum of association, charter or by-laws, partnership agreement or operating agreement or similar organizational documents, as applicable, or (ii) is in default (or, with the giving of notice or lapse of time, would be in default) ("***Default***") under any indenture, loan, credit agreement, note, lease, license agreement, contract, franchise or other instrument (including, without limitation, any pledge agreement, security agreement, mortgage or other instrument or agreement evidencing, guaranteeing, securing or relating to indebtedness, any instrument of approval granted to any of them by the Israel Innovation Authority (formerly the Office of the Chief Scientist) of the Israeli Ministry of Economy and Industry (the "***Innovation Authority***")) to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of their respective properties or assets are subject (each, an "***Existing Instrument***"), except for such Defaults as could not be expected, individually or in the aggregate, to result in a Material Adverse Change. The Company's execution, delivery and performance of this Agreement, consummation of the transactions contemplated hereby and the issuance and sale of the Shares (i) will not result in any violation of the provisions of the articles of association, memorandum of association, charter or by-laws, partnership agreement or operating agreement or similar organizational documents, as applicable, of the Company or any subsidiary; (ii) will not conflict with or constitute a breach of, or Default or a Debt Repayment Triggering Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, or require the consent of any other party to, any Existing Instrument, except as could not be expected, individually or in the aggregate, to result in a Material Adverse Change and (iii) will not result in any violation of any law, administrative regulation or administrative or court decree applicable to the Company or any of its subsidiaries, except as could not be expected, individually or in the aggregate, to result in a Material Adverse Change. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency, is required for the Company's execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby, except such as have been obtained or made by the Company and are in full force and effect under the Securities Act and such as may be required under applicable Israeli or U.S. state securities or blue sky laws or the Financial Industry Regulatory Authority ("***FINRA***") or such filings as have been made by the parties hereto with CFIUS pursuant to the requirements of the DPA, or as are otherwise contemplated by Section 4.9. As used herein, a "***Debt Repayment Triggering Event***" means any event or condition which gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

2.17 Registration Rights. In connection with the transactions contemplated hereunder, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company or

to require the Company to include such securities with the Shares to be registered pursuant to a Registration Statement other than rights that have been validly waived.

2.18 No Material Actions or Proceedings. There is no action, suit, proceeding, inquiry or investigation brought by or before any legal or governmental entity now pending or, to the knowledge of the Company, threatened, against or affecting the Company or any of its subsidiaries, which could be expected, individually or in the aggregate, to result in a Material Adverse Change.

2.19 Intellectual Property Rights. Except as would not have a Material Adverse Change on the Company and its subsidiaries, taken as a whole, the Company and its subsidiaries own, or have obtained valid and enforceable licenses for, the inventions, patent applications, patents, trademarks, trade names, service names, copyrights, trade secrets and other intellectual property described in the SEC Documents as being owned or licensed by them or which are necessary for the conduct of their respective businesses as currently conducted or as currently proposed to be conducted (collectively, "***Intellectual Property***") and the conduct of their respective businesses does not and will not infringe, misappropriate or otherwise conflict in any material respect with any such rights of others. Except as would not have a Material Adverse Change on the Company and its subsidiaries, taken as a whole, the Intellectual Property of the Company and its subsidiaries has not been adjudged by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, and the Company is unaware of any facts which would form a reasonable basis for any such adjudication. Except as would not have a Material Adverse Change on the Company and its subsidiaries, taken as a whole: (i) there are no third parties who have rights to any Intellectual Property, except for customary reversionary rights of third-party licensors with respect to Intellectual Property that is disclosed in the SEC Documents as licensed to the Company or one or more of its subsidiaries; and (ii) there is no infringement by third parties of any Intellectual Property. Other than as disclosed in the SEC Documents (or as would not be required to be so disclosed), there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others: (A) challenging the Company's rights in or to any Intellectual Property and the Company is unaware of any facts which would form reasonable basis for any such action, suit, proceeding or claim; (B) challenging the validity, enforceability or scope of any Intellectual Property and the Company is unaware of any facts which would form reasonable basis for any such action, suit, proceeding or claim; or (C) asserting that the Company or any of its subsidiaries infringes or otherwise violates, or would, upon the commercialization of any product or service described in the SEC Documents as under development, infringe or violate, any patent, trademark, trade name, service name, copyright, trade secret or other proprietary rights of others and the Company is unaware of any facts which would form reasonable basis for any such action, suit, proceeding or claim. The Company and its subsidiaries are in material compliance with the terms of each agreement pursuant to which Intellectual Property is licensed to the Company or any subsidiary, and, to the Company's knowledge, all such agreements are in full force and effect. During the past three (3) years, the Company and its subsidiaries have taken commercially reasonable steps, in a manner consistent with applicable industry standards, to protect, maintain and safeguard their Intellectual Property.

2.20 All Necessary Permits, etc. The Company and each subsidiary possess such valid and current certificates, authorizations or permits required by Israeli, U.S. federal and state, local or foreign regulatory agencies or bodies to conduct their respective businesses as currently conducted and as described in the SEC Documents, except where the failure so to possess would not, individually or in the aggregate, result in a Material Adverse Change ("***Material Permits***"). Neither the Company nor any of its subsidiaries is in violation of, or in default under, any of the Material Permits or has received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such certificate, authorization or permit. All information supplied by the Company to the appropriate authorities with respect to the applications or notifications relating to grants and benefits from the Innovation Authority was true, correct and complete in all material respects when supplied to the appropriate authorities.

2.21 Title to Properties. The Company and its subsidiaries has good and marketable title to all of the real and personal property and other assets reflected as owned in the financial statements referred to in Section 2.8 above

(or elsewhere in the SEC Documents), in each case free and clear of any security interests, mortgages, liens, encumbrances, equities, adverse claims and other defects (except such as do not materially interfere with the use made or proposed to be made of such property by the Company or any subsidiary). The real property, improvements, equipment and personal property held under lease by the Company or of its subsidiary are held under valid and enforceable leases, with such exceptions as are not material and do not materially affect the value of such property or materially interfere with the use made or proposed to be made of such real property, improvements, equipment or personal property by the Company or such subsidiary.

2.22 Tax Law Compliance. The Company and its subsidiaries have filed all necessary Israeli, U.S. federal and state and foreign tax returns or have properly requested extensions thereof except insofar as the failure to file such returns would not result in a Material Adverse Change, and have paid all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them except as may be being contested in good faith and by appropriate proceedings or insofar as the failure to pay such taxes would not result in a Material Adverse Change. The Company has no knowledge of any Israeli, U.S. federal and state, foreign or other governmental material tax deficiency, penalty or assessment which has been asserted or threatened against it in writing. The Company has made adequate charges, accruals and reserves in the applicable financial statements referred to in Section 2.8 above in respect of all Israeli, U.S. federal and state and foreign law, for all periods as to which the tax liability of the Company or any of its subsidiaries has not been finally determined except to the extent of any inadequacy that would not result in a Material Adverse Change.

2.23 Tax Incentives. The Company and each of its subsidiaries is in compliance, in all material respects, with all conditions and requirements stipulated under any applicable law and regulations and by any instruments of approval and tax rulings (the "***Rulings***") granted to it with respect to any "Approved Enterprise," "Benefited Enterprise," or "Industrial Company" status or any of its facilities as well as with respect to any other tax benefits claimed or received by any of them, including any "Approved Enterprise," "Preferred Enterprise," "Preferred Technological Enterprise" or "Special Preferred Technological Enterprise" status or benefits ("***Tax Incentive Program***"). All information supplied by the Company or any of its subsidiaries with respect to applications or notifications relating to any Tax Incentive Program (including in connection with any Ruling) true, correct and complete in all material respects when supplied to the appropriate authorities. Neither the Company nor any of its subsidiaries has received any written notice of any proceeding or investigation relating to annulment, revocation or modification of any of its current Tax Incentive Programs except as would have been required to have been disclosed in an SEC Document. No event has occurred, and no circumstance or condition exists, that would reasonably be expected to give rise to or serve as the basis for (i) the annulment, revocation, withdrawal, suspension, cancellation, recapture or modification of any Tax Incentive Program benefits, except as would have been required to have been disclosed in an SEC Document, (ii) the imposition of any material limitation on any Tax Incentive Program benefits or (iii) a requirement that the Company return or refund any material benefits provided under any Tax Incentive Program.

2.24 Company Not an "Investment Company." The Company is not, and will not be, either after receipt of payment for the Shares or after the application of the proceeds therefrom, required to register as an "investment company" under the Investment Company Act of 1940, as amended (the "***Investment Company Act***").

2.25 Insurance. Each of the Company and its subsidiaries are insured by recognized, financially sound and reputable institutions with policies in such amounts and with such deductibles and covering such risks as the Company has deemed adequate and customary for their businesses including, but not limited to, policies covering real and personal property owned or leased by the Company and its subsidiaries against theft, damage, destruction, acts of vandalism and earthquakes and policies covering the Company and its subsidiaries for product liability claims and clinical trial liability claims, except where the failure to be so insured would not reasonably be expected to have a Material Adverse Change on the Company and its subsidiaries, taken as a whole. The Company has no reason to believe that it or any of its subsidiaries will not be able (i) to renew its existing insurance coverage as and

when such policies expire or (ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that could not be expected to result in a Material Adverse Change. Neither the Company nor any of its subsidiaries has been denied any insurance coverage which it has sought or for which it has applied.

2.26 No Price Stabilization or Manipulation; Compliance with Regulation M. Neither the Company nor any of its subsidiaries has taken, directly or indirectly, any action designed to or that might cause or result in stabilization or manipulation of the price of the Ordinary Shares or of any "reference security" (as defined in Rule 100 of Regulation M under the Exchange Act ("***Regulation M***")) with respect to the Ordinary Shares, whether to facilitate the sale or resale of the Shares or otherwise, and has taken no action which would directly or indirectly violate Regulation M. In addition, the Company has not engaged in any form of solicitation, advertising or any other action constituting an offer or sale under the Israeli Securities Law, 5728-1968, as amended, and the regulations promulgated thereunder (the "***Israeli Securities Law***"), in connection with the transactions contemplated hereby which would require the Company to publish a prospectus in the State of Israel under the laws of the State of Israel.

2.27 Related Party Transactions. There are no business relationships or related-party transactions involving the Company or any of its subsidiaries or any other person required to be described in the SEC Documents which have not been described as required.

2.28 Compliance with Environmental Laws. Except as would have been required to have been disclosed in an SEC Document,[1] (i) the Company and its subsidiaries are in compliance with any and all applicable Israeli, U.S. federal and state local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "***Hazardous Materials***") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "***Environmental Laws***"), (ii) the Company and its subsidiaries have all Material Permits, required under any applicable Environmental Laws and are each in compliance with their requirements, (iii) there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of its subsidiaries; (iv) there are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties); and (v) no Hazardous Materials have been released by the Company or any of its subsidiaries or in the conduct of the Company's or its subsidiaries' business, or have otherwise come to be located at or under the any property currently or formerly owned or operated in the conduct of the Company's or its subsidiaries' business, in each case in violation of any applicable Environmental Laws and in a quantity or manner that has resulted or would reasonably be expected to result in any material obligation or material liability under Environmental Laws.

2.29 ERISA Compliance. The Company and its subsidiaries and any "employee benefit plan" (as defined under the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder (collectively, "***ERISA***")) established or maintained by the Company, its subsidiaries or their "***ERISA Affiliates***" (as defined below) are in compliance in all material respects with ERISA. "ERISA Affiliate" means, with respect to the Company or any of its subsidiaries, any member of any group of organizations

described in Sections 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended, and the regulations and published interpretations thereunder (the "***Code***") of which the Company or such subsidiary is a member.

2.30 Employee Obligations. The Company and its subsidiaries are in compliance with all applicable Israeli, U.S. federal and state, local and foreign laws, rules and regulations regarding employment, except for any failures to comply that are not reasonably likely, individually or in the aggregate, to result in a Material Adverse Change. There is no labor dispute, strike or work stoppage against the Company or its subsidiaries pending or, to the knowledge of the Company, threatened which may interfere with the business activities of the Company, except where such dispute, strike or work stoppage is not reasonably likely, individually or in the aggregate, to result in a Material Adverse Change.

2.31 Brokers. The Company is not a party to any contract, agreement or understanding with any person that would give rise to a valid claim against the Company for a brokerage commission, finder's fee or like payment in connection with any transaction contemplated by this Agreement.

2.32 Compliance with Laws. The Company and its subsidiaries have been and are in compliance with all applicable laws, rules and regulations except for any failures to comply that are not reasonably likely, individually or in the aggregate, to result in a Material Adverse Change. The Company is in compliance in all material respects with the Companies Law and the Israeli Securities Law.

2.33 Anti-Corruption and Anti-Bribery Laws. Neither the Company nor any of its subsidiaries nor any director, officer, or employee of the Company or any of its subsidiaries, nor to the knowledge of the Company, any agent, Affiliate or other person acting on behalf of the Company or any of its subsidiaries has, in the course of its actions for, or on behalf of, the Company or any of its subsidiaries (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made or taken any act in furtherance of an offer, promise, or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or public international organization, or any political party, party official, or candidate for political office; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "***FCPA***"), the UK Bribery Act 2010, Sections 291 and 291A of the Israel Penal Law, 5737-1977, and the rules and regulations thereunder, or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, authorized, requested, or taken an act in furtherance of any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment or benefit. The Company and its subsidiaries and, to the knowledge of the Company, the Company's Affiliates have conducted their respective businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

2.34 Money Laundering Laws. The operations of the Company and its subsidiaries are, and have been conducted at all times, in compliance with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, as amended, the Israeli Prohibition on Money Laundering Law, 5760-2000, Israeli Prohibition on Money Laundering Order, 5761-2001, and the Israeli Counter-Terrorism Law, 5776-2016, all as amended and the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "***Money Laundering Laws***") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

2.35 Sanctions. Neither the Company nor any of its subsidiaries, nor to the knowledge of the Company, any of its directors, officers, or employees, any agent, Affiliate or other person acting on behalf of the Company or any of

its subsidiaries is currently the subject or the target of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("***OFAC***") or the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom, and the Israeli Ministry of Finance, or other relevant sanctions authority (collectively, "***Sanctions***"); nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or the target of Sanctions, including, without limitation, Crimea, the so-called Donetsk People's Republic or the so-called Luhansk People's Republic, Cuba, Iran, North Korea, and Syria or an "Enemy State" pursuant to the Israeli Trade with the Enemy Ordinance, 1939; and the Company will not directly or indirectly use the proceeds the sale of the Shares, or lend, contribute or otherwise make available such proceeds to any subsidiary, or any joint venture partner or other person or entity, for the purpose of financing the activities of or business with any person, or in any country or territory, that at the time of such financing, is the subject or the target of Sanctions or in any other manner that will result in a violation by any person (including any person participating in the transaction whether as underwriter, advisor, investor or otherwise) of applicable Sanctions. For the past five years, the Company and its subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

2.36 Sarbanes-Oxley. The Company is in compliance, in all material respects, with all applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated thereunder, and there is and has been no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such to comply with such applicable provisions including, but not limited to, Section 402 related to loans and Sections 302 and 906 related to certifications.

2.37 Cybersecurity. The Company and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "***IT Systems***") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted, free and clear of all bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Company and its subsidiaries have implemented and maintained commercially reasonable physical, technical and administrative controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data, including "Personal Data," used in connection with their businesses. "***Personal Data***" means (i) a natural person's name, street address, telephone number, e-mail address, photograph, social security number or tax identification number, driver's license number, passport number, credit card number, bank information, or customer or account number; (ii) any information which would qualify as "personally identifying information" under the Federal Trade Commission Act, as amended; (iii) "personal data" as defined by GDPR; and (iv) any other piece of information that allows the identification of such natural person, or his or her family, or permits the collection or analysis of any data related to an identified person's health or sexual orientation. There have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same. The Company and its subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification.

2.38 Compliance with Data Privacy Laws. The Company and its subsidiaries are, and, to the knowledge of the Company, since January 1, 2022 were, in material compliance with all applicable Israeli, U.S. federal and state and foreign data privacy and security laws and regulations, including without limitation the Israeli Protection of Privacy Law, 5741-1981, the Israeli Privacy Protection Regulations (Data Security), 5777-2017, the California Consumer Privacy Act and the European Union General Data Protection Regulation ("***GDPR***") (EU 2016/679) (and all other applicable laws and regulations governing the data privacy and security of personal information or personal data)

(collectively, the "***Privacy Laws***"). To ensure compliance with the Privacy Laws, the Company and its subsidiaries have in place, comply with, and take appropriate steps reasonably designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, disclosure, handling, and analysis of Personal Data (the "***Policies***"). The Company and its subsidiaries have at all times since January 1, 2022 made all material disclosures required by applicable laws and regulatory rules and requirements and provided accurate notice of their Policies then in effect to its customers, employees, third party vendors and representatives. None of such disclosures required by applicable laws and regulatory rules and made or contained in any Policies have been inaccurate, misleading, incomplete, or in l violation of any Privacy Laws in any material respect.

2.39 Forward-Looking Statements. Each financial or operational projection or other "forward-looking statement" (as defined by Section 27A of the Securities Act or Section 21E of the Exchange Act) contained in the SEC Documents (i) was so included by the Company in good faith and with reasonable basis after due consideration by the Company of the underlying assumptions, estimates and other applicable facts and circumstances and (ii) is accompanied by meaningful cautionary statements identifying those factors that could cause actual results to differ materially from those in such forward-looking statement.

Any certificate signed by an authorized officer or representative of the Company and required to be delivered to the Purchaser or to counsel for the Purchaser in connection with this Agreement shall be deemed to be a representation and warranty by the Company to the Purchaser as to the matters set forth therein.

ARTICLE 3

PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants to the Company that as of the date of this Agreement:

3.1 Investment Purpose. The Purchaser is purchasing the Shares for its own account and not with a present view toward the public sale or distribution thereof and has no intention of selling or distributing any of such Shares or any arrangement or understanding with any other Persons regarding the sale or distribution of such Shares except in accordance with the provisions of the Shareholder Agreement and except as would not result in a violation of the Securities Act. The Purchaser will not, directly or indirectly, offer, sell, pledge, transfer or otherwise dispose of (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of) any of the Shares except in accordance with the provisions of the Shareholder Agreement or pursuant to and in accordance with the Securities Act or other applicable securities laws.

3.2 Information. The Purchaser has had the opportunity to review this Agreement and the SEC Documents and has been afforded (i) the opportunity to ask questions of the Company, (ii) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment, and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment. Neither such inquiries nor any other investigation conducted by or on behalf of such Purchaser or its representatives or counsel shall modify, amend or affect such Purchaser's right to rely on the truth, accuracy and completeness of the SEC Documents and the Company's representations and warranties contained in the Agreement.

3.3 Acknowledgement of Risk. The Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares, and has so evaluated the merits and risks of such

investment. The Purchaser is able to bear the economic risk of an investment in the Shares and, at the present time, is able to afford a complete loss of such investment

3.4 Authorization; Enforcement. The Purchaser is either an individual or an entity that has been duly incorporated or organized, as the case may be, and is validly existing as a corporation, partnership or limited liability company, as applicable, in good standing under the laws of the jurisdiction of its incorporation or organization and has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The Purchaser has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Upon the execution and delivery of this Agreement, this Agreement shall constitute a valid and binding obligation of the Purchaser enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' and contracting parties' rights generally.

3.5 Accredited Investor. At the time the Purchaser was offered the Shares, it was, and as of the date hereof it is either (i) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act (ii) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act; or (iii) to the extent the Purchaser is an Israeli investor, such Israeli investor is either: (A) listed in the First Addendum to the Israeli Securities Law, 5728-1968 (the "***Israeli Securities Law***" and the "***Addendum***", respectively) and who submits written confirmation to the Company that the investor (1) falls within the scope of the Addendum and (2) is acquiring the Shares for investment for its own account or, if applicable, for investment for clients who are investors listed in the Addendum and in any event not as a nominee, market maker or agent and not with a view to, or for the resale in connection with, any distribution thereof ("***Israeli Accredited Investors***"); or (B) referenced in Sections 15A(b)(2) and 15A(b)(3) of the Israeli Securities Law.

3.6 Independent Investment Decision. The Purchaser understands that nothing in this Agreement or any other materials presented by or on behalf of the Company to the Purchaser in connection with the purchase of the Shares constitutes legal, tax or investment advice. The Purchaser has consulted such legal, tax and investment advisors as it, in their sole discretion, has deemed necessary or appropriate in connection with the purchase of the Shares.

3.7 Brokers and Finders. No Person will have, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon the Company or the Purchaser for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of the Purchaser.

3.8 CFIUS Related Matters. The factual matters outlined in Exhibit 3.8 as relates to the Purchaser and the contemplated submission to CFIUS concerning the transactions contemplated hereby are true and accurate.

ARTICLE 4

COVENANTS

4.1 Reporting Status. The Ordinary Shares are registered under Section 12 of the Exchange Act. During the Registration Period, the Company will timely file all documents with the SEC, and the Company will not terminate its status as an issuer required to file reports under the Exchange Act even if the Exchange Act or the rules and regulations thereunder would permit such termination.

4.2 Expenses. The Company and the Purchaser shall be liable for, and will pay, its own expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement, including, without limitation, attorneys' and consultants' fees and expenses.

4.3 Financial Information. The financial statements of the Company to be included in any documents filed with the SEC have been or will be prepared in accordance with U.S. GAAP, consistently applied (except as may be otherwise indicated in such financial statements or the notes thereto) and fairly present or will fairly present in all material respects the financial position of the Company and results of its operations and cash flows as of, and for the periods covered by, such financial statements (subject, in the case of unaudited statements, to normal and recurring year-end audit adjustments).

4.4 Securities Laws Disclosure; Publicity. On or before the market open on the second Business Day following the date hereof, the Company shall furnish (a) a Form 6-K with the SEC describing the terms of the transactions contemplated by this Agreement and including as exhibits to such Form 6-K the form of this Agreement, in the forms required by the Exchange Act; provided, from and after the furnishing of such Form 6-K or, if sooner, upon the Company's issuance of a press release describing the terms of the transactions contemplated by this Agreement, the Company represents to the Purchaser that it shall have publicly disclosed the material terms and conditions of the transactions contemplated by this Agreement; and (b) a Form 6-K or press release with the SEC disclosing any and all material, non-public information Purchasers received from the Company or any of its officers, directors, employees, agents or any other person acting at the direction of the Company.

4.5 Sales by Purchasers. The Purchaser will only sell any Shares held by it in compliance with applicable prospectus delivery requirements, if any, or otherwise in compliance with the requirements for an exemption from registration under the Securities Act and the rules and regulations promulgated thereunder. The Purchaser will not make any sale, transfer or other disposition of the Shares in violation of any Israeli, U.S. federal and state laws or foreign law.

4.6 Reserved.

4.7 Reserved.

4.8 Reserved.

4.9 CFIUS Notification, Approval, and Mitigation.

(a) Each party hereto shall, and shall cause its Affiliates to, use its reasonable best efforts to obtain CFIUS Clearance. Such reasonable best efforts shall include, without limitation, (i) promptly (and not later than [15] business days after the date hereof, unless otherwise agreed by the parties) filing a declaration with CFIUS in accordance with the DPA (the "**Declaration**") with respect to the transactions contemplated by this Agreement; (ii) promptly (and no later than [15] business days after the receipt by the parties of written notification (including by e-mail) from CFIUS that based on its assessment of the Declaration, CFIUS requests that the parties file a notice of the transactions contemplated by this Agreement, file with CFIUS a notice of the transactions contemplated by this Agreement in accordance with the DPA; (iii) undertaking reasonable best efforts to cooperate in all respects with each other in connection with obtaining CFIUS Clearance, including in drafting and filing of a Declaration and notice, as applicable, in responding to any request for information made by CFIUS in connection with the CFIUS assessment, review or investigation of the transactions contemplated by this Agreement within the timeframes set forth in the DPA or as otherwise permitted by CFIUS; (iv) promptly inform each other of any material communication with CFIUS; (v) permit each other to review any communication by the other, and consult with the other in advance of any planned meeting or conference, with CFIUS, and, to the extent permitted by CFIUS, grant each other the opportunity to attend and participate in any such planned meeting or conference, provided that neither the Purchaser nor the Company shall be obligated to disclose to the other any communication to CFIUS that the Purchaser or the Company considers to be proprietary or confidential or that would violate any applicable Laws; (v) negotiating in good faith with CFIUS to resolve any national security concerns that CFIUS has identified in connection with the transactions contemplated by this Agreement; and (vi) taking or committing to take any

mitigation measures required by CFIUS as a condition of CFIUS concluding all action under the DPA with respect to the transactions contemplated by this Agreement ("**CFIUS Mitigation Measures**"), provided, however, nothing in this Section 4.9(a) shall require either Party or their respective Affiliates to propose, consent to, undertake or agree to any burdensome modification or waiver of the material terms and conditions of this Agreement or any other requirement that otherwise would reasonably be expected to materially impact the anticipated economic benefits of the transaction contemplated by this Agreement (a "**Burdensome Condition**"), and it is agreed that a Burdensome Condition shall not include any restriction or limitation on the access (or right of access) of any Fortissimo Designee or Observer, any Fortissimo Shareholder, or any of their respective Affiliates (as each of such terms are defined in the Shareholder Agreement) to any information, records or personnel of the Company and/or its subsidiaries; provided further, however, the parties agree to cooperate in the performance of any CFIUS Mitigation Measures that do not, individually or taken together, constitute a Burdensome Condition).

(b) The Purchaser and Company shall use their commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with each other in doing, all commercially reasonable actions necessary, proper, or advisable to obtain CFIUS Clearance. None of the parties shall take any action that would reasonably be expected to materially prevent, delay, or impede the CFIUS Clearance without the written consent of the other party.

4.10 Company Conduct of Business.

(a) From the date of this Agreement through the earlier of the Closing or the termination of this Agreement in accordance with its terms, except (x) as otherwise contemplated by this Agreement, (y) as required by applicable law or (z) as otherwise consented to in writing by the Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall use commercially reasonable efforts to conduct its business in the ordinary course of business and preserve intact its present operations, and the Company shall not, and shall cause its subsidiaries not to, directly or indirectly, do any of the following:

(i) (A) issue, sell, encumber or grant any shares or other equity or voting interests, or any securities or rights convertible into, exchangeable or exercisable for, or evidencing the right to subscribe for any shares of its capital stock or other equity or voting interests, or any rights, warrants or options to purchase any shares of its capital stock or other equity or voting interests; provided that the Company may issue or grant Ordinary Shares, options, or other securities in the ordinary course of business consistent with past practice under any Company Plans in effect on the date of this Agreement or as required pursuant to equity awards or obligations under any Company Plans outstanding on the date of this Agreement or in connection with any acquisition of, or investment in, or material divestiture of, any properties, assets, securities or business (including by merger) in the ordinary course of business, (B) redeem, purchase or otherwise acquire any of its outstanding share capital or other equity or voting interests, or any rights, warrants or options to acquire any of it outstanding share capital or other equity or voting interests, (C) establish a record date for, declare, set aside for payment or pay any dividend on, or many any other distribution in respect of, any outstanding share capital or other equity or voting interest, other than dividends and distributions by a wholly owned subsidiary of the Company to its direct or indirect parent, or (D) split, combine, subdivide or reclassify any of its share capital or other equity or voting interests;

(ii) issue, sell, or agree to sell any Ordinary Shares (or instruments convertible into Ordinary Shares) to any third party investors which were previously disclosed to the Purchaser;

(iii) enter into, or acquire, any material new line of business outside the 3D printing business generally (including without limitation printers, software, materials, services) or make any material change in any line of business in which it engages as of the date of this Agreement, or, except in the ordinary course of business, make any material acquisition of, or investment in, or material divestiture of, any properties, assets, securities or business (including by merger), except in the ordinary course of business;

(iv) grant to any Person any governance rights (such as veto rights) with respect to the operation or composition of the Board that would reasonably be expected to materially affect the governance of the Company following the Closing;

(v) authorize or effect any amendment to the articles of association, memorandum of association, charter or by-laws, partnership agreement or operating agreement or similar organizational documents of any of the Company or its subsidiaries; or

(vi) merge or consolidate with any other Person, or restructure, reorganize or completely or partially liquidate or dissolve or adopt a plan of complete or partial liquidation, dissolution, recapitalization, restructuring or other reorganization, other than in respect of any dormant subsidiaries of the Company.

4.11 Confidentiality. As used herein, "***Confidential Information***" means all confidential information disclosed by a party (the "***Disclosing Party***") to the other party ("***Receiving Party***"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Receiving Party shall not disclose any Confidential Information of the other without the Disclosing Party's written consent unless required to do so by applicable law or a governmental authority with competent jurisdiction. The confidentiality obligations hereunder shall survive the termination of this Agreement.

ARTICLE 5

CONDITIONS TO CLOSING

5.1 Conditions to Obligations of the Company. The Company's obligation to complete the purchase and sale of the Shares to the Purchaser at the Closing is subject to the waiver by the Company or fulfillment as of the Closing Date of the following conditions:

(a) Receipt of Funds. The Company shall have received immediately available funds in the full amount of the Aggregate Purchase Price (Wire Amount) for the Shares being purchased at the Closing.

(b) Representations and Warranties. The representations and warranties made by the Purchaser in Article 3 shall be true and correct in all material respects (or, to the extent representations or warranties are qualified by materiality, in all respects) as of the Closing Date (unless made as of a specified date therein, which such representations and warranties shall be true and correct in all material respects (or, to the extent such representations and warranties are qualified by materiality, in all respects) as of such date).

(c) Covenants. All covenants, agreements and conditions contained in this Agreement to be performed by the Purchaser on or prior to the Closing Date shall have been performed or complied with in all material respects.

(d) Blue Sky. The Company shall have obtained all necessary blue sky law permits and qualifications, or secured exemptions therefrom, required by any state for the offer and sale of the Shares.

(e) Nasdaq Qualification. The Company shall have filed with Nasdaq a Listing of Additional Shares notice form for the listing of the Shares and shall not have received any objection to such notice from Nasdaq.

(f) Absence of Litigation. No proceeding challenging this Agreement or the transactions contemplated hereby, or seeking to prohibit, alter, prevent or materially delay the Closing, shall have been instituted or be pending before any court, arbitrator, governmental body, agency or official.

(g) No Governmental Prohibition. The sale of the Shares by the Company shall not be prohibited by any law or governmental order or regulation.

(h) Shareholder Agreement. The Purchaser shall deliver to the Company a duly executed counterparty to the Shareholder Agreement.

5.2 Conditions to Purchasers' Obligations. The Purchaser's obligation to complete the purchase and sale of the Shares is subject to the waiver by the Purchaser or fulfillment as of the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties made by the Company in Article 2 shall be true and correct in all material respects (or, to the extent representations or warranties are qualified by materiality, in all respects) as of the Closing Date (unless made as of a specified date therein, which such representations and warranties shall be true and correct in all material respects (or, to the extent such representations and warranties are qualified by materiality, in all respects) as of such date).

(b) Covenants. All covenants, agreements and conditions contained in this Agreement to be performed by the Company on or prior to the Closing Date shall have been performed or complied with in all material respects.

(c) Blue Sky. The Company shall have obtained all necessary blue sky law permits and qualifications, or secured exemptions therefrom, required by any state or foreign or other jurisdiction for the offer and sale of the Shares.

(d) Nasdaq Qualification. The Shares shall be duly authorized for listing by Nasdaq, subject to official notice of issuance, to the extent required by the rules of Nasdaq.

(e) No Governmental Prohibition. The sale of the Shares by the Company shall not be prohibited by any law or governmental order or regulation.

(f) No Material Adverse Change. There shall not have occurred any Material Adverse Change, or any development that could reasonably be expected to result in a Material Adverse Change, as of the Closing.

(g) Transfer Agent Instructions. The Company shall have delivered to the Transfer Agent irrevocable instructions to issue to the Purchaser or in such nominee name(s) as designated by the Purchaser in writing.

(h) Authorizations and Consents. The Company shall have obtained any and all authorizations, consents, permits, approvals, registrations and waivers necessary for the consummation of the purchase and sale of the Shares and the consummation of the other transactions contemplated by this Agreement, all of which shall be in full force and effect.

(i) No Stop Orders. No stop order shall have been imposed by Nasdaq, the SEC or any other governmental or regulatory body with respect to public trading in the Ordinary Shares, other than stop orders imposed by Nasdaq that are only temporary.

(j) Absence of Litigation. No proceeding challenging this Agreement or the transactions contemplated hereby, or seeking to prohibit, alter, prevent or materially delay the Closing, shall have been instituted or be pending before any court, arbitrator, governmental body, agency or official.

(k) **No Other Agreements**. The Company shall not have entered into any securities purchase agreement, subscription agreement, side letter or similar agreement or understanding with any other person in connection with the transactions contemplated herein, and no person shall have received terms in respect of its purchase of any of the Shares that are more favorable than those of the Purchaser.

(l) **CFIUS**. The CFIUS Waiting Period shall have expired and a CFIUS Notification Event, CFIUS Suspension, or CFIUS Turndown shall have not occurred.

(m) **Shareholder Agreement**. The Company shall deliver to the Purchaser a duly executed counterparty to the Shareholder Agreement.

(n) **Shareholder Rights Plan.** The Board shall have adopted resolutions substantially in the form attached hereto as Schedule 5.2(s) (the "Rights Plan Amendment Resolutions"), amending the Company's Shareholder Rights Agreement with the Transfer Agent, dated December 21, 2023, as amended on December 19, 2024 (the "Rights Plan").

(o) **Purchaser Designee**s; **Observer**. The (i) Purchaser Initial Designee (as such term is defined in the Shareholders Agreement) shall have been appointed to the Board and the Board shall have approved the Purchaser Second Designee (as such term is defined in the Shareholders Agreement) (ii) the Observer (as such term is defined in the Shareholders Agreement) shall have been appointed and accepted by the Board.

(p) **No Material Adverse Change**. Since the date hereof, there shall not have occurred a Material Adverse Change that is continuing.

(q) **Officer's Certificate**. At the Closing, the Purchaser shall have received a certificate signed by the Chief Financial Officer of the Company, in form and substance reasonably satisfactory to the Purchaser, (i) certifying the resolutions of the Board or a duly authorized committee thereof approving this Agreement and all of the transactions contemplated hereunder, (ii) certifying the current versions of the Company's Articles of Association and (iii) attaching a certificate evidencing the good standing of the Company in Israel, as of a date within five (5) Business Days of the Closing Date.

(r) **Compliance Certificate.** At the Closing, the Purchaser shall have received a certificate, in form and substance reasonably satisfactory to the Purchaser, signed by the Chief Executive Officer of the Company certifying to the fulfillment of the conditions set forth in Section 5(a) – (l), (n) and (o).

ARTICLE 6

DEFINITIONS

Unless otherwise defined elsewhere in this Agreement, the capitalized terms used herein shall have the following definitions:

6.1 ***"Affiliate"*** means, with respect to any Person (as defined below), any other Person controlling, controlled by or under direct or indirect common control with such Person (for the purposes of this definition ***"control,"*** when used with respect to any specified Person, shall mean the power to direct the management and policies of such Person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms ***"controlling"*** and ***"controlled"*** shall have meanings correlative to the foregoing).

6.2 "***Board***" means the board of directors of the Company.

6.3 ***"Business Day"*** means any day that is not a Saturday, a Sunday or other day on which commercial banks in the City of New York, New York are authorized or required by law to be closed, and commercial banks in Tel-Aviv, Israel are required by law to be closed.

6.4 "***Companies Law***" means the Israeli Companies Law, 5759-1999, as amended

6.5 "***CFIUS***" means the Committee on Foreign Investment in the United States and each member agency thereof acting in such capacity.

6.6 "***CFIUS Clearance***" means that, following the filing of a Declaration or a notice with respect to the transactions contemplated by this Agreement, the Purchaser and the Company shall have received written notice from CFIUS stating that: (i) CFIUS has concluded that the transaction contemplated by this Agreement is not a "covered transaction" and not subject to review under the DPA; (ii) CFIUS has completed its assessment of the Declaration or its review or investigation of a notice submitted with respect to the transactions contemplated by this Agreement and (A) has concluded all action under the DPA with respect with the transactions contemplated by this Agreement or (B) solely with respect to a Declaration, is not able to complete action under the DPA and notified the parties that they may file a written notice under 31 C.F.R. Part 800; or (iii) CFIUS has sent a report to the President of the United States (the "***President***") requesting the President's decision and the President has announced a decision not to take any action to suspend, prohibit or place any limitations on the transactions contemplated by this Agreement.

6.7 "***CFIUS Notification Event***" shall be deemed to have occurred if CFIUS notifies the Purchaser or Company that CFIUS intends to send or has sent a report to the President recommending that the President act to suspend or prohibit the transactions contemplated by this Agreement.

6.8 "***CFIUS Suspension***" shall be deemed to have occurred if (i) CFIUS has expressly requested that the parties not close the transactions contemplated by this Agreement until CFIUS has completed its assessment, review, or investigation of the transactions contemplated by this Agreement or (ii) CFIUS otherwise suspends the transactions contemplated by this Agreement pursuant to the DPA.

6.9 "***CFIUS Turndown***" is deemed to have occurred if (i) the President takes action to suspend or prohibit the transactions contemplated by this Agreement pursuant to the DPA, or (b) at any time after a CFIUS Notification Event, the Purchaser makes a determination in good faith that CFIUS Clearance is unlikely to be obtained without having to accept a Burdensome Condition and provides the Company with written notice of such determination.

6.10 ***"CFIUS Waiting Period"*** means the 30-calendar day period beginning on the date that CFIUS notifies the parties that it has accepted the submission of the Declaration or notice in accordance with 31 C.F.R. § 800.405 or 31 C.F.R. § 800.503, as applicable, regarding the transactions contemplated by this Agreement.

6.11 ***"DPA"*** means Section 721 of the U.S, Defense Production Act of 1950, as amended (50 U.S.C. §4565), and all rules and regulations issued and effective thereunder.

6.12 ***"Exchange Act"*** means the Securities Exchange Act of 1934, as amended.

6.13 ***"Governmental Authority"*** means any: (a) multinational or supranational body exercising legislative, judicial or regulatory powers; (b) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (c) national, federal, state, provincial, local, municipal, non-U.S. or other government; (d) instrumentality, subdivision, department, ministry, board, court, administrative agency or commission, or other governmental entity, authority or instrumentality or political subdivision thereof; or (e) any

quasi-governmental exercising any executive, legislative, judicial, regulatory, taxing, importing or other governmental functions

6.14 ***"Material Adverse Change"*** means a material adverse change, or any development that could be expected to result in a material adverse change, in (A) the condition (financial or otherwise), business, properties, operations, operating results, assets, liabilities or shareholders' equity, of the Company and its subsidiaries, considered as one entity or (B) the ability of the Company to consummate the transactions contemplated by this Agreement or perform its obligations hereunder, other than, in respect of clause (A) above, any change, effect, event, occurrence, condition, development or state of facts arising from or relating to, (i) changes or conditions generally affecting the industries or markets related to the business of the Company; (ii) changes in law, rules, regulations, orders, or other binding directives issued by any Governmental Authority or any changes in GAAP; (iii) the taking of any action contemplated by this Agreement and the other agreements contemplated hereby (including, without limitation, the taking of any action with the consent of Purchaser) any action or failure to take action which action or failure to act is requested in writing by Purchaser; (v) any changes in general Israeli, United States or global political or economic conditions; or (vi) any "act of God," including, but not limited to, pandemics, weather, natural disasters and earthquakes; provided, that, with respect to the events set forth in sub-clauses (i) through (v), such event(s) do not have or would not reasonably be expected to have a disproportionate adverse effect on the Company as a whole relative to other similarly situated companies in the industry or region in which the Company operates.

6.15 ***"Nasdaq"*** means The Nasdaq Stock Market LLC.

6.16 "***Ordinary Shares***" means the ordinary shares, par value NIS 0.01 per share, of the Company.

6.17 ***"Per Share Purchase Price"*** means $10.30.

6.18 ***"Person"*** means any person, individual, corporation, limited liability company, partnership, trust or other nongovernmental entity or any governmental agency, court, authority or other body (whether Israeli, U.S. federal, and state, foreign local or otherwise).

6.19 ***"Post-Closing CFIUS Turndown"*** shall occur if, at any time following the Closing but prior to the receipt of the CFIUS Clearance (i) the President takes action to prohibit the transactions contemplated by this Agreement pursuant to the DPA, or (ii) CFIUS has informed the parties in writing that it has unresolved national security concerns with respect to the transactions contemplated by this Agreement and that it intends to refer the matter to the President unless (x) the parties abandon the transactions contemplated by this Agreement or (y) a Burdensome Condition is imposed.

6.20 ***"Principal Market"*** means the Nasdaq Global Select Market or such other national securities exchange on which the Ordinary Shares, including any Shares, are then listed.

6.21 ***"Rule 144"*** means Rule 144 promulgated under the Securities Act, or any successor rule.

6.22 ***"SEC"*** means the United States Securities and Exchange Commission.

6.23 ***"SEC Documents"*** the reports, schedules, forms, statements and other documents filed by the Company with the SEC, pursuant to the reporting requirements of the Exchange Act (all of the foregoing filed prior to the date hereof and all exhibits included therein and financial statements and schedules thereto and documents (other than exhibits) incorporated by reference therein.

6.24 ***"Securities Act"*** means the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute.

6.25 "***Shareholder Agreement***" shall mean the Shareholder Agreement in the form set forth in **Exhibit A**, to be entered into at the Closing.

6.26 ***"Transfer Agent"*** means Continental Stock Transfer & Trust Company.

ARTICLE 7

GOVERNING LAW; MISCELLANEOUS

7.1 Governing Law; Jurisdiction. This Agreement will be governed by and interpreted in accordance with the laws of the State of Israel without regard to the principles of conflict of laws (whether of the State of Israel or any other jurisdiction) which would result in the application of the laws of any other jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby ("***Related Proceedings***") may be instituted in the competent courts of Tel Aviv, Israel.

7.2 Counterparts; Signatures by Facsimile. This Agreement may be executed in counterparts, all of which are considered one and the same agreement and will become effective when counterparts have been signed by each party and delivered to the other parties.

7.3 Headings. The headings of this Agreement are for convenience of reference only, are not part of this Agreement and do not affect its interpretation.

7.4 Severability. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision will be deemed modified in order to conform with such statute or rule of law. Any provision hereof that may prove invalid or unenforceable under any law will not affect the validity or enforceability of any other provision hereof.

7.5 Entire Agreement; Amendments. This Agreement (including all schedules and exhibits hereto) constitutes the entire agreement among the parties hereto with respect to the subject matter hereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Agreement supersedes all prior agreements, including the Mutual Non-Disclosure Agreement, dated January 1, 2025, between the parties, and understandings among the parties hereto with respect to the subject matter hereof. No waiver hereunder shall be effective unless in writing and signed by the party granting the waiver and then is only effective for the specific instance and purpose for which it is given. Any amendment or waiver by a party effected in accordance with this Section 7.5 shall be binding upon such party, including with respect to any Shares purchased under this Agreement at the time outstanding and held by such party and each future holder of all such Shares.

7.6 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by email or facsimile if sent during normal business hours of the recipient, and if sent at a time other than during normal business hours of the recipient, then on the next Business Day (provided, with respect to notices sent by email so long as such sent email is kept on file by the sending party and the sending party does not receive an automatically generated message from the recipient's email server that such email could not be delivered to such recipient), (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) Business Day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. The addresses for such communications are:

If to the Company:

Stratasys Ltd.
1 Holzman St.
Science Park
Rehovot, Israel
Attention: Vered Ben Jacob, Chief Legal Officer
Email: vered.benjacob@stratasys.com

With a copy to: Meitar Law Offices
Abba Hillel Silver Road 16
Ramat Gan 5250608, Israel
Attn: J. David Chertok, Adv., David S. Glatt, Adv. and Jonathan Atha
Email: dchertok@meitar.com, dglatt@meitar.com and jonathana@meitar.com

If to the Purchaser:

Fortissimo Capital Fund VI, L.P.
30 Ha'arbaa Street
Tel Aviv, Israel
Attention: Marc Lesnick
Email: marc@ffcapital.com

With a copy to: Gornitzky & Co.
Vitania Tel-Aviv Tower
20 Ha'Harash Street
Tel Aviv, Israel 6761310
Attn: Chaim Friedland, Adv. and Nir Knoll, Adv.
E-mail: friedland@gornitzky.com and nirk@gornitzky.com

7.7 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties and their successors and assigns. The Company will not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser except in connection with a change of control of the Company pursuant to which the acquiror assumes the Company's obligations with respect to any Shares outstanding following such change of control. The Purchaser may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company, except to such Purchaser's Affiliates.

7.8 No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto, their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

7.9 Further Assurances. Each party will do and perform, or cause to be done and performed, all such further acts and things, and will execute and deliver all other agreements, certificates, instruments and documents, as another party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

7.10 No Strict Construction. The language used in this Agreement is deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

7.11 Equitable Relief. The Company recognizes that, if it fails to perform or discharge any of its obligations under this Agreement, any remedy at law may prove to be inadequate relief to the Purchaser. The Company therefore

agrees that the Purchaser is entitled to seek temporary and permanent injunctive relief in any such case. The Purchaser also recognizes that, if it fails to perform or discharge any of its obligations under this Agreement, any remedy at law may prove to be inadequate relief to the Company. The Purchaser therefore agrees that the Company is entitled to seek temporary and permanent injunctive relief in any such case.

7.12 Survival of Representations and Warranties. Notwithstanding any investigation made by any party to this Agreement, all representations and warranties made by the Company and the Purchaser herein shall survive for a period of one year following the Closing.

7.13 Post-Closing CFIUS Turndown. In the event that a Post-Closing CFIUS Turndown occurs, the Company will cooperate with Purchaser on the processes and actions by which the parties hereto will handle such Post-Closing CFIUS Turndown as specified in Exhibit 7.13 hereto.

7.14 Additional Termination Events.

(a) In addition to the provisions set forth in Section 1.1(b), this Agreement may be terminated at any time prior to the Closing:

(i) by mutual written consent of the Purchaser and the Company;

(ii) by the Company by notice to the Purchaser, if the Purchaser shall have materially breached, or failed to perform in any material respect, any of its representations, warranties, covenants or other agreements contained in this Agreement, and such breach or failure has not been cured prior to the date that is thirty (30) days from the date that the Purchaser is notified in writing by the Company of such breach or failure to perform; *provided, however*, that the right to terminate this Agreement under this provision shall not be available to the Company if it has materially breached any representation, warranty, covenant or other agreement contained herein; or

(iii) by the Purchaser by notice to the Company, if the Company shall have materially breached, or failed to perform in any material respect, any of its representations, warranties, covenants or other agreements contained in this Agreement, and such breach or failure has not been cured prior to the date that is thirty (30) days from the date that the Company is notified in writing by the Purchaser of such breach or failure to perform; *provided, however*, that the right to terminate this Agreement under this provision shall not be available to the Purchaser if it has materially breached any representation, warranty, covenant or other agreement contained herein.

(b) If this Agreement is terminated and the transactions contemplated hereby are terminated as described in Section 7.14(a), this Agreement shall be of no further force and effect, except for the following provisions each of which shall survive termination hereof:

(i) this Section 7.14;

(ii) Section 4.11; and

(iii) Article 6 and this Article 7, in each case to the extent applicable.

(c) Notwithstanding any termination, each party shall retain all rights and remedies available at law or in equity for any breach of this Agreement occurring prior to termination.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Securities Purchase Agreement to be duly executed as of the date first above written.

STRATASYS LTD.

By: /s/ Yoav Zeif
Name: Yoav Zeif
Title: Chief Executive Officer

By: /s/ Eitan Zamir
Name: Eitan Zamir
Title: Chief Financial Officer

IN WITNESS WHEREOF, the undersigned has caused this Securities Purchase Agreement to be duly executed as of the date first above written.

PURCHASER:

FORTISSIMO CAPITAL FUND VI, L.P.
BY: FORTISSIMO CAPITAL VI GP, L.P.
ITS GENERAL PARTNER

BY: FORTISSIMO CAPITAL 6 MANAGEMENT (G.P.) LTD.
ITS GENERAL PARTNER

By: /s/ Yuval Cohen
Name: Yuval Cohen
Title: Director

EXHIBITS AND SCHEDULES TO THE STRATASYS-FORTISSIMO SECURITIES PURCHASE AGREEMENT, DATED FEBRUARY 2, 2025

EXHIBIT 3.8 TO THE SECURITIES PURCHASE AGREEMENT

[List of CFIUS-related representations of Purchaser]

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EXHIBIT 7.13 TO THE SECURITIES PURCHASE AGREEMENT

ln the event that a Post-Closing CFIUS Turndown occurs, the Company will cooperate with Purchaser to allow Purchaser to sell or otherwise divest the Ordinary Shares (including by waiver of the Restricted Period pursuant to Sections 4.1(a) and 4.1(b) (other than with respect to the entities listed in Schedule 7.13 hereto) of the Shareholder Agreement), and to the extent that a Post-Closing CFIUS Turndown occurs prior to December 31, 2025 then, subject to applicable law, the Purchaser shall have the right to cause the Company to repurchase up to half of the Shares held by the Purchaser for the Per Share Purchase Price (the "***Share Divestment***"). In the event of a Post-Closing CFIUS Turndown, Company will waive any restrictions to transfer (other than with respect to the entities listed in Schedule 7.13 hereto) and take all commercially reasonable actions in connection with such Share Divestment, including taking all actions to promptly register the resale of the Shares with the SEC.

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SCHEDULE 7.13 TO THE SECURITIES PURCHASE AGREEMENT

[List of Entities]

Exhibit 10.2

Final - For Execution at Closing

SHAREHOLDER AGREEMENT

DATED AS OF [•], 2025

TABLE OF CONTENTS

SHAREHOLDER AGREEMENT

This Shareholder Agreement (as it may be amended or supplemented or otherwise modified from time to time in accordance with the terms hereof, this "Agreement"), dated as of [•], is entered into by and between Stratasys Ltd., a company organized under the laws of the State of Israel (the "Company"), and Fortissimo Capital Fund VI, L.P., an exempted limited partnership organized under the laws of the Cayman Islands ("Fortissimo").

BACKGROUND

WHEREAS, the Company and the Purchaser have entered into that certain Securities Purchase Agreement, dated as of February 2, 2025 (the "Purchase Agreement") pursuant to which, among other things, on the date hereof, Fortissimo is receiving Ordinary Shares (as defined below);

WHEREAS, in connection with the closing of the transactions contemplated under the Purchase Agreement (the "Transactions") (the "Closing") and the date of the Closing (the "Effective Date"), and as a condition to the consummation thereof, the Company and Fortissimo are entering into this Agreement to set forth certain understandings between the parties, including with respect to certain governance matters relating to the Company; and

WHEREAS, the Company and Fortissimo intend for the rights and obligations set forth herein to become automatically effective upon the Closing.

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
INTRODUCTORY MATTERS

1.1 Defined Terms. The following terms have the following meanings when used herein with initial capital letters:

"Activist Shareholder" means any Person, other than a Fortissimo Shareholder, or Affiliate, existing employee thereof or partner in Fortissimo, who (i) is an institutional investor that is identified on the most recently available "SharkWatch 50" list (or any successor or comparable list) published by Insightia (formerly SharkRepellent)), (ii) is reasonably known to have publicly engaged in activist campaigns against public companies, or against the Company, in the past three (3) years by publicly stating an intention to or actually attempting to (pursuant to proxy solicitation, tender or exchange offer or other public means), (x) acquire 25% or more of any such company (or the Outstanding Shares of the Company) without the consent or approval of the applicable board, (y) run a "vote no" campaign or (z) cause a sale, spin-off or other corporate transaction, or (iii) has, in the past three (3) years prior to the date of the applicable transfer of Ordinary Shares, filed a Statement of Beneficial Ownership Report on Schedule 13D with the SEC with respect to the Company.

"Affiliate" means, as to any Person, any other Person or entity who directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such Person, and also, with respect to a Person who is a natural person, any member of the immediate family of such individual, including such individual's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, and any other Person who lives in such individual's household and any trust whose primary beneficiary is such individual or one or more members of such immediate family. Notwithstanding anything herein to the contrary, for purposes of this Agreement, neither the Company nor any of its Subsidiaries, on the one hand, and any Fortissimo Shareholder, on the other hand, shall be deemed to be Affiliates of each other.

"Aggregate Purchase Price" means as defined in the Purchase Agreement.

"Beneficially Own" (including its correlative meanings, "Beneficial Owner" and "Beneficial Ownership") has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

"Board" means the board of directors of the Company.

"Business Day" means a day other than a Saturday, Sunday, holiday or other day on which commercial banks in New York, New York, or Tel Aviv, Israel are required by Law to close.

"Change of Control" means (i) a transaction or series of transactions (other than the transactions contemplated by the Purchase Agreement) that results in any Person beneficially owning more than fifty percent (50%) of the issued and outstanding Ordinary Shares (the "Outstanding Shares") or (ii) individuals, other than those nominees recommended by the Board, being elected to the Board at an annual or extraordinary shareholder meeting of the Company, and constituting a majority of the Board thereafter.

"Closing Shares" means the Ordinary Shares issued to Fortissimo at the Closing pursuant to the Purchase Agreement.

"Committee" means any or all of the Audit Committee, the Compensation Committee, and any other committee of the Board.

"Compensation Committee" means the compensation committee of the Board, or another committee performing the functions of overseeing executive compensation and related matters that a compensation committee of a public company that is listed on the Exchange customarily oversees.

"Control" (including its correlative meanings, "Controlled" and "Controlled by") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of a Person.

"Director" means any member of the Board.

"Exchange" means the Nasdaq Stock Market LLC or any other exchange on which the Ordinary Shares are primarily listed.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Fortissimo Shareholders" means Fortissimo and any Permitted Transferee that becomes an owner of any Ordinary Shares as a result of a Transfer by Fortissimo or another Permitted Transferee in accordance with Section 4.1(c)(i).

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Holder" means the Fortissimo Shareholders, so long as they hold Registrable Securities or any Person to whom the rights under Article V were transferred pursuant to Section 5.9.

"Law" means any statute, law (including common law), regulation, ordinance, rule, injunction, order, decree, governmental approval, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, including the rules and regulations of the Exchange.

"Ordinary Shares" means the ordinary shares, 0.01 New Israeli Shekels par value, of the Company, and any other share capital of the Company into which such ordinary shares is reclassified or reconstituted and any other ordinary shares of the Company.

"Person" means any person, individual, corporation, limited liability company, partnership, trust or other nongovernmental entity or any Governmental Authority, court, authority or other body (whether Israeli, U.S. federal, and state, foreign local or otherwise).

"Registrable Shares" means (i) the Closing Shares; *provided, however*, that Closing Shares shall only be Registrable Shares hereunder if and only for so long as they (A) have not been distributed to the public pursuant to an offering registered under the Securities Act, (B) have not been distributed to the public pursuant to Rule 144 (or any successor provision) under the Securities Act, (C) have not been transferred to any Person to whom the rights under this Agreement are not assigned in accordance with this Agreement, (D) have not ceased to be outstanding, and (E) are not held by any Holder that, together with its Affiliates, Beneficially Owns less than five percent (5%) of the Outstanding Shares and that may be sold under Rule 144(b)(1) without limitation under any other requirements of Rule 144, provided that the Company is in compliance with any applicable current public information requirements.

"Registration Expenses" means all expenses (other than Selling Expenses) arising from or incident to the Company's performance of or compliance with this Agreement, means all expenses incurred by the Company in complying with Section 5.1 or Section 5.2 hereof, including, without limitation, all registration, qualification and filing fees, printing expenses, escrow fees, fees and expenses of counsel for the Company, blue sky fees and expenses and the expense of any special audits incident to or required by any such registration (but excluding the fees of legal counsel for any Holder).

"Registration Statement" means any one or more registration statements of the Company filed under the Securities Act that covers the resale of any of the Registrable Shares pursuant to the provisions of this Agreement (including without limitation any Initial Registration Statement, any New Registration Statement and any Remainder Registration Statements) and amendments and supplements to such Registration Statements, including post-effective amendments.

"Restricted Entity" means any Person that competes with the Company, including without limitation those entities listed on Schedule A and for the avoidance the entities listed in Schedule B shall not be deemed Restricted Entities.

"Restricted Persons" means (i) a Restricted Entity, and (ii) any Activist Shareholder.

"Rule 144" means Rule 144 promulgated under the Securities Act, or any successor rule.

"Rule 415**"** means Rule 415 promulgated under the Securities Act, or any successor rule.

"SEC" means the U.S. Securities and Exchange Commission or any successor agency.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, or any similar successor statute.

"Selling Expenses" means all selling commissions applicable to the sale of Registrable Shares and all fees and expenses of legal counsel for any Holder.

"Transfer" (including its correlative meaning, "Transferred") shall mean, with respect to any Ordinary Share, directly or indirectly, by operation of Law, contract or otherwise, (i) the sale, transfer, assignment, pledge, hypothecation, mortgage, license, gift, creation of a security interest in or lien on, placement in trust (voting or otherwise), encumbrance or other disposition to any Person of such Ordinary Share, in whole or in part, (ii) any hedging, swap, forward contract or other transaction that is designed to or which reasonably could be expected to lead to or result in a transfer or other disposition of Beneficial Ownership of, or pecuniary interest in, or the economic consequences of having Beneficial Ownership of, such Ordinary Share, including any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to such Ordinary Share, (iii) short sale of, or trade in, such Ordinary Share, or entry into any transaction with respect to derivative securities representing the right to vote or economic benefits of, such Ordinary Share, or (iv) entry into any contract, option or other arrangement or understanding with respect to the matters described in the foregoing clauses (i) to (iii). When used as a noun, "Transfer" shall have such correlative meaning as the context may require.

1.2 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Unless the context otherwise requires: (a) "or" is disjunctive but not exclusive, (b) words in the singular include the plural, and in the plural include the singular, (c) the words "hereof", "herein", and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, (d) the word "including" and words of similar import when used in this Agreement mean "including, without limitation," unless otherwise specified, (e) the word

"extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and such phrase shall not mean simply "if", (f) references to "day" mean a calendar day unless otherwise indicated as a "Business Day", and (g) references to "$" mean U.S. dollars, the lawful currency of the United States of America. Section references are to this Agreement unless otherwise specified and references to clauses without a cross-reference to a Section or subsection are references to clauses within the same Section or, if more specific, subsection. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period is excluded. If the last day of such period is a non-Business Day, the period in question ends on the next succeeding Business Day.

ARTICLE II

CORPORATE GOVERNANCE MATTERS

2.1 Composition of the Board.

(a) Subject to the terms and conditions of this Article II, from and after the Effective Date, Fortissimo shall have the right (but not the obligation) to designate, and the individuals nominated for election as Directors by or at the direction of the Board or a duly-authorized Committee thereof shall include, one (1) individual who meets the Designee Qualifications to serve as a Director (the "Fortissimo Initial Designee").

(b) If the Fortissimo Shareholders shall Beneficially Own at least (20%) of the Outstanding Shares the Company shall procure that the Board shall, prior to the earlier of (i) the first annual meeting of Company and (ii) the next extraordinary general meeting, following the Fortissimo Shareholders' acquisition of such 20% Beneficial Ownership (the "Next Company AGM/EGM"), include in the proxy statement for such Next Company AGM/EGM (provided that the Fortissimo Shareholders' acquisition of such 20% Beneficial Ownership has been notified to the Company not less than 10 trading days prior to the date on which such proxy statement is distributed) a solicitation of the Company shareholders' affirmative vote in favor of shareholder resolutions approving the appointment, of one (1) additional individual (in addition to the Fortissimo Initial Designee) designated by Fortissimo (if Fortissimo so designates) who meets the Designee Qualifications to serve as a Director, (the "Fortissimo Second Designee").

(c) Each such individual whom Fortissimo shall actually designate in accordance with this Article II (including with respect to the Designee Qualifications), shall be referred to herein as a "Fortissimo Designee". The Fortissimo Initial Designee shall be Yuval Cohen, and, if Fortissimo obtains the right to designate the Fortissimo Second Designee pursuant to Section 2.1(b), the initial Fortissimo Second Designee shall be Eliezer Blatt. Any replacement Fortissimo Designee shall require the approval (not to be unreasonably withheld) of a majority of the non-Fortissimo Designee Directors (the "Approval Requirement"). Subject to Section 2.1(g), if any replacement Fortissimo Designee does not satisfy the Approval Requirement, Fortissimo shall have the right to designate another individual as the replacement Fortissimo Designee (which process may be repeated, subject to Section 2.1(g), until such time as the replacement Fortissimo Designee satisfies the Approval Requirement).

(d) During the period commencing upon the Effective Date and prior to the appointment of the Fortissimo Second Designee, Fortissimo shall be entitled to designate, one representative of Fortissimo to attend and be heard at all meetings of the Board in a non-voting observer capacity (the "Observer"), provided that (A) such Observer executes a confidentiality agreement in form and substance reasonably satisfactory to the Company, and (B) the Company shall have the right to exclude such Observer from any meeting or portion thereof if the Board determines in good faith that (1) the Observer has (or if Fortissimo or its Affiliates have) a personal interest (as defined in the Companies Law) with respect to the matter being discussed in such meeting, (2) upon advice of counsel, that such exclusion is necessary to preserve attorney-client privilege, or (3) that such exclusion is necessary to protect highly confidential proprietary information. Subject to the foregoing sentence, the Company shall give the Observer copies of all notices, minutes, consents, and other materials provided to the Board at the same time and in the same form that it provides to the directors.

(e) Notwithstanding the foregoing provisions of Section 2.1(a)-(d), the number of individuals that Fortissimo is entitled to designate to serve as Directors and/or an Observer pursuant to Section 2.1 shall be reduced to: (i) one (1) Director and one (1) Observer if, at any time, the Fortissimo Shareholders Beneficially Own at least 10% but less than 19% of the issued and outstanding shares of the Company; (ii) no Directors and one (1) Observer if, at any time, the Fortissimo Shareholders Beneficially Own at least 7.5% but less than 10% of the issued and outstanding shares of the Company; and (iii) no Directors or Observers if, at any time, the Fortissimo Shareholders Beneficially Own less than 7.5% of the issued and outstanding shares of the Company; *provided* however, that if the Fortissimo Shareholders' Beneficial Ownership is reduced due to any dilutive actions taken by the Company, including, but not limited to, any issuances of Ordinary Shares, the number of individuals that Fortissimo is entitled to designate to serve as Directors or the Observer shall not be reduced as a consequence of such dilutive actions. Any step-down reductions in the number of individuals that Fortissimo is entitled to designate to serve as Directors or as the Observer pursuant to the immediately preceding sentence is referred to in either case hereinafter as the "Board Stepdown." Fortissimo undertakes to inform the Company in writing no later than 24 hours after any disposition of Ordinary Shares that results in the occurrence of any Board Stepdown. In the event of a Board Stepdown, (i) with respect to a Fortissimo Designee, Fortissimo shall cause such number of Fortissimo Designee(s) that exceed the number of directors which Fortissimo is then entitled to designate pursuant hereto to express his or her willingness to resign from the Board to the Board, as promptly as practicable following the date of such Board Stepdown; and (ii) with respect to the Observer, such Observer shall cease to serve as an observer following the applicable Board Stepdown.

(f) In the event that a vacancy is created at any time by the death, disability, retirement, removal or resignation of any Fortissimo Designee, except in the case of vacancy resulting from, or related to, the Board Stepdown, any individual nominated or appointed by or at the direction of the Board or any duly-authorized Committee thereof to fill such vacancy shall be, and the Company shall use its reasonable best efforts to cause such vacancy to be filled by, a new Fortissimo Designee who has satisfied the Approval Requirement and meets the applicable Designee Qualifications, and the Company and the Board shall take, to the fullest extent permitted by Law, at any time and from time to time, all actions necessary to accomplish the same as soon as possible following such designation.

(g) Not later than 30 days prior to the date such information is required by the Company, the Company shall give Fortissimo written notice of the information it requires with respect to the Fortissimo Designees for purposes of the meeting of shareholders of the Company to be called for the purpose of electing Directors and when such information is required, and Fortissimo shall provide all such reasonably requested information to the Company as promptly as practicable. So long as a Fortissimo Designee meets, and continues to meet at each time of re-election, the applicable Designee Qualifications, the Company shall include such Fortissimo Designee in the slate of nominees recommended by the Board at any meeting of shareholders called for the purpose of electing Directors, and use its reasonable best efforts to cause the election of such Fortissimo Designee to the Board, including nominating such Fortissimo Designee to be elected as a Director as provided herein, recommending such Fortissimo Designee's election and soliciting proxies or consents in favor thereof, in all cases subject to the Board's obligations under applicable Law; *provided* however, that if any Fortissimo Designee is not elected by the Company's shareholders at such general meeting, the Company shall procure that a vacancy will be created on the Board and Fortissimo shall designate an individual (other than such Fortissimo Designee who was not elected by the Company's shareholders and who otherwise satisfies the requirements with respect to a replacement Fortissimo Designee hereunder) as a Fortissimo Designee who shall be appointed to fill such vacancy.

(h) Non-Assignable Rights. The rights of Fortissimo to designate Directors pursuant to this Article II are personal to Fortissimo and shall not be assigned, transferred, or delegated to any other Person or entity under any circumstances, other than a Permitted Transferee. Any attempted assignment, transfer, or delegation of such rights shall be null and void ab initio.

2.2 Qualification of Fortissimo Designee or the Observer.

(a) Each Fortissimo Designee shall, at the time of his or her nomination or appointment as a Director and at all times thereafter until such Fortissimo Designee ceases to serve as a Director:

(i) meet and comply with any and all policies, procedures, processes, codes, rules, standards and guidelines of the Company applicable to all non-employee Directors, including the Company's code of business conduct and ethics, corporate governance guidelines, insider trading policy and whistleblower and non-retaliation policy;

(ii) not trigger any disclosure requirement under Item 2(d) or Item 2(e) of Schedule 13D under the Exchange Act or Item 401(f) of Regulation S-K under the Securities Act;

(iii) not be subject to any order, decree or judgment of any Governmental Authority prohibiting service as a director of any public company; and

(iv) not be an employee, officer, or director of, or consultant to, or be receiving any compensation or benefits from, any Restricted Person (unless otherwise agreed to by a majority of the non-Fortissimo Designee Directors), or any other Person if such Fortissimo Designee's appointment would not comply with applicable Law, including Section 8 of the

Clayton Act. For the avoidance of doubt, Yuval Cohen and Eli Blatt shall not be considered Restricted Person.

(b) So long as the Company is a "foreign private issuer" as defined in Rule 405 of Regulation C under the Securities Act and Rule 3b-4 under the Exchange Act, and Fortissimo has actually designated or proposes to designate one or more Fortissimo Designees to the Board pursuant to Section 2.1, such Fortissimo Designees shall not be a United States citizen or a resident of the United States.

(c) Each Fortissimo Designee shall deliver such questionnaires and otherwise provide such information as are customarily requested by the Company in connection with assessing qualification, independence and other criteria applicable to Directors, or required to be provided by directors, candidates for director, and their Affiliates and representatives for inclusion in a proxy statement or other filing required by applicable Law and the rules of the Exchange, in each case to the same extent requested or required of other candidates for appointment or election to the Board. It is hereby expressly acknowledged and agreed that in order for a Fortissimo Designee to be appointed to a Committee, the Board or the applicable Committee may require additional questionnaires and information, as customarily requested, from such Fortissimo Designee or the Fortissimo Shareholders in connection with assessing whether such Fortissimo Designee satisfies the qualifications, independence and other criteria required for membership of such Committee in the same manner as required by any other member of the Board or Committee.

The requirements set forth in this Section 2.2 are referred to, collectively, as the "Designee Qualifications."

ARTICLE III

VOTING MATTERS

3.1 Voting. Subject to the terms and conditions hereof, from and after the Effective Date and until the Fortissimo Shareholders Beneficially Own thirty-five percent (35%) or more of the Outstanding Shares, at any annual or extraordinary general meeting of shareholders of the Company (or if action is taken by written consent of shareholders of the Company in lieu of a meeting), the Fortissimo Shareholders (i) shall be free to vote (including by written consent) at their sole discretion, in the aggregate, any and all Ordinary Shares Beneficially Owned by the Fortissimo Shareholders amounting to up to twenty percent (20%) of the Outstanding Shares (the "Maximum Voting Percentage") and (ii) shall not vote or cause to be voted (including by written consent), any and all Ordinary Shares Beneficially Owned by the Fortissimo Shareholders, or cause to be voted any Ordinary Shares owned by any other person, in excess of the Maximum Voting Percentage.

For the avoidance of doubt, the voting restrictions in the preceding sentence shall not apply to any transferee of Ordinary Shares previously Beneficially Owned by a Fortissimo Shareholder who is not an Affiliate of the Fortissimo Shareholders; provided however, that the Maximum

Voting Percentage and the voting restrictions set forth in this Section 3.1 shall not apply, (a) if the Fortissimo Shareholders Beneficially Own thirty-five percent 35% or more of the Outstanding Shares; or (b) upon the Change of Control of the Company, at which time, the Fortissimo Shareholders shall be free to vote in their sole discretion any and all Ordinary Shares Beneficially Owned by the Fortissimo Shareholders at such time. Prior to each Company shareholder meeting, Fortissimo Shareholders shall certify compliance with the Maximum Voting Percentage to the Company. Any shares held in excess of the Maximum Voting Percentage shall be voted in proportion to the votes cast by all other shareholders. Any exceptions to the Maximum Voting Percentage, including in the case of the vote with respect to a Change of Control referenced in clause (b) above, shall require prior approval by the Board. In the event of non-compliance with the voting restrictions, the voting rights for the excess shares shall be suspended until compliance is restored.

ARTICLE IV

ADDITIONAL COVENANTS

4.1 Transfer Restrictions.

(a) The Fortissimo Shareholders shall not, in each case other than in Permitted Transfers, from the Effective Date until the date that is the eighteen (18) month anniversary of the Effective Date (such period, the "Restricted Period") Transfer any Ordinary Shares.

(b) At any time and for so long as one or more Fortissimo Designees remain in office (or Fortissimo has the right to nominate a Fortissimo Designee), the Fortissimo Shareholders shall not Transfer any Ordinary Shares pursuant to any block trade with respect to 5% or more of the Company's Outstanding Shares in any transaction or series of linked transactions, to any Restricted Entity (or any off-market block trade whatsoever with Nano Dimension Ltd. or its Affiliates).

(c) "Permitted Transfer" means:

(i) a Transfer to any Affiliate of Fortissimo, upon prior written notice and subject to the execution of a joinder agreement as set forth in the proviso below;

(ii) any Transfer to the Company or any of its Subsidiaries, including pursuant to a share buyback; or

(iii) any Transfer pursuant to a merger, consolidation, share exchange, tender offer or other similar transaction involving the Company that has been approved, authorized or recommended by the Board;

provided, that any transferee who receives Ordinary Shares pursuant to a Permitted Transfer in accordance with clause (i) above at any time while this Agreement remains in effect (each, a "Permitted Transferee") must execute a joinder agreement substantially in the form of Exhibit A hereto and agree to be bound by the terms of this Agreement as if they were an original party (in the capacity of Fortissimo Shareholder) hereto, and provided that if, following a Permitted Transfer within clause (i) above, the applicable transferee subsequently ceases to be an Affiliate

of Fortissimo, such transferee shall no longer be a Permitted Transferee for the purposes of this Agreement, and any rights assigned hereunder to such Permitted Transferee shall terminate and be of no further effect.

(d) The restrictions set forth in Section 4.1(a) shall no longer apply following a Change of Control of the Company.

(e) Any certificates for Closing Shares held by a Fortissimo Shareholder shall bear a legend or legends (and appropriate comparable notations or other arrangements will be made with respect to shares maintained in the form of book entries) referencing restrictions on transfer of such Closing Shares under the Securities Act and under this Agreement which legend shall state in substance:

> THESE ORDINARY SHARES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE. THESE ORDINARY SHARES HAVE BEEN SOLD IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.
>
> THESE ORDINARY SHARES ARE ALSO SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFERS SET FORTH IN THE SHAREHOLDERS AGREEMENT, DATED AS OF **[●]**, 2025 BY AND BETWEEN THE COMPANY AND **[●]** (THE "SHAREHOLDERS AGREEMENT"). NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THESE ORDINARY SHARES MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF THE SHAREHOLDERS AGREEMENT. A COPY OF THE SHAREHOLDERS AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE HOLDER UPON REQUEST.

(f) Any Transfer or attempted Transfer in violation of this Section 4.1 shall be null and void ab initio, and the Company shall not record such Transfer on its books or treat any purported transferee as the owner of such Ordinary Shares for any purpose.

Notwithstanding the foregoing, upon the request of the applicable Fortissimo Shareholder, (i) in connection with any Transfer of Closing Shares Transferred in accordance with the terms of this Agreement, the Company shall promptly cause the legend (or notation) to be removed upon such Transfer if such restrictions would not be applicable following such Transfer, and (ii) following receipt by the Company of an opinion of counsel reasonably satisfactory to the Company to the

effect that such legend (or notation) is no longer required under the Securities Act and applicable state securities Laws, the Company shall promptly cause the legend (or notation) to be removed from any Ordinary Shares to be Transferred in accordance with the terms of this Agreement.

4.2 Standstill.

(a) Subject to Section 4.2(b), on and after the Effective Date, the Fortissimo Shareholders shall not, shall cause their Affiliates not to, and shall cause the representatives of any of the foregoing acting at their direction or on their behalf not to, in any manner, directly or indirectly, without the prior written consent of, or waiver by, the Company, acquire, offer to acquire, agree to acquire, by purchase or otherwise, or provide financing for the acquisition of, Beneficial Ownership of any Ordinary Shares of the Company, other than as a result of any stock split, stock dividend or distribution, subdivision, reorganization, reclassification or similar capital transaction involving Ordinary Shares of the Company, which shall cause the Fortissimo Shareholders, together with their Affiliates, to hold more than 24.99% of the Outstanding Shares; provided that this Section 4.2(a) shall not apply to a Qualifying Offer conducted in accordance with the procedure set forth in **Exhibit B** and in compliance with applicable law from the Fortissimo Shareholders to the other shareholders of the Company which Qualifying Offer shall be conditioned on (i) Fortissimo Shareholders acquiring at least 15% of the Outstanding Shares in such tender offer and (ii) the Fortissimo Shareholders holding at least 35% of the issued and outstanding shares of the Company following the closing of such Qualifying Offer (any such successful tender offer that complies with the conditions of this paragraph, a "Fortissimo Tender Offer").

(b) The restrictions set forth in Section 4.2(a) shall immediately terminate and be of no further force and effect upon the earliest to occur of (i) the occurrence of a Change of Control, (ii) the date that is 90 days after the date on which Fortissimo Shareholders Beneficially Owning less than 5% of the Fully Diluted Shares Outstanding, (iii) the date that the Company enters into a definitive agreement with respect to, or publicly announces that it plans to enter into, a transaction involving the acquisition of all or substantially all of the Company's voting securities or assets (whether by business combination, merger, restructuring, recapitalization, tender or exchange offer or otherwise); (iv) the making of a tender or exchange offer by any other person or group to acquire more than 25% of the outstanding voting equity securities of the Company that the Board does not timely recommend rejection of (or recommends acceptance of); (v) the public announcement by the Company after the date hereof that has commenced a formal process to explore strategic alternatives; (vi) the Board (or any duly constituted committee) shall have determined in good faith, after consultation with outside legal counsel, that the failure to waive, limit, amend or otherwise modify the "standstill" or similar provisions relating to the Company that have been agreed to with any other person or group, would be reasonably likely to be inconsistent with the fiduciary duties of the Company's directors under applicable law; or (vii) following a successful Fortissimo Tender Offer.

(c) For the avoidance of doubt, the restrictions set forth in Section 4.2(a) shall not apply with respect to any Ordinary Shares that are Transferred by a Fortissimo Shareholder in compliance with this Agreement to a Person who is not a Fortissimo Shareholder or an Affiliate thereof.

ARTICLE V

REGISTRATION RIGHTS

5.1 Form F-3 Registration. The Company agrees that as soon as practicable following the Restricted Period, but in no event later than forty-five (45) days after the Restricted Period (the "Filing Date"), the Company shall file a registration statement covering the resale of the Registrable Shares with the SEC for an offering to be made on a continuous basis pursuant to Rule 415, or if Rule 415 is not available for offers and sales of the Registrable Shares, by such other means of distribution of Registrable Shares as the Holders may reasonably specify (the "Initial Registration Statement"). The Initial Registration Statement shall be on Form F-3 or, if the Company is ineligible to register for resale the Registrable Shares on Form F-3, Form F-1, and the Company shall use its reasonable best efforts to cause the Registration Statement declared effective, and any other qualifications or compliances (including, without limitation, the execution of any required undertaking to file post-effective amendments, appropriate qualifications or exemptions under applicable blue sky or other state securities laws and appropriate compliance with applicable securities laws, requirements or regulations) as promptly as possible after the filing thereof, but in any event prior to the date, which is either (A) ten (10) days after the receipt of a notification of no-review in the event of no review by the SEC, or (B) ninety (90) days after the Filing Date in the event of a review by the SEC (the "Effectiveness Date"). For purposes of clarification, any failure by the Company to file the Initial Registration Statement by the Filing Date or to have such Registration Statement declared effective within such ten (10) days after the notification of no-review or ninety (90) days after the Filing Date, as applicable, shall not otherwise relieve the Company of its obligations to file or effect the Initial Registration Statement as set forth above in this Section 5.1. In the event the SEC informs the Company that all of the Registrable Shares cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly (i) inform each of the Holders thereof, (ii) use its reasonable best efforts to file amendments to the Initial Registration Statement as required by the SEC and/or (iii) withdraw the Initial Registration Statement and file a new registration statement (a "New Registration Statement"), in either case covering the maximum number of Registrable Shares permitted to be registered by the SEC on Form F-3 or, if the Company is ineligible to register for resale the Registrable Shares on Form F-3, Form F-1; *provided, however*, that prior to filing such an amendment or New Registration Statement, the Company shall be obligated to use its reasonable best efforts to advocate with the SEC for the registration of all of the Registrable Shares. In the event the Company amends the Initial Registration Statement or files a New Registration Statement, as the case may be, under clauses (ii) or (iii) above, the Company will use its reasonable best efforts to file with the SEC, within thirty (30) days following the date allowed by the SEC, one or more registration statements on Form F-3 or, if the Company is ineligible to register for resale the Registrable Shares on Form F-3, Form F-1, to register for resale those Registrable Shares that were not registered for resale on the Initial Registration Statement, as amended, or the New Registration Statement (the "Remainder Registration Statements"). If the SEC limits the number of Registrable Shares permitted to be registered on a particular Registration Statement (and notwithstanding that the Company used diligent efforts to advocate with the SEC for the registration of all or a greater number of Registrable Shares), any required cutback of Registrable Shares (such Registrable Shares so cut back, the "Cut Back Shares") shall be applied pro rata among the Holders and any other selling shareholders named

in the Registration Statement in accordance with the number of such Registrable Shares sought to be included in such Registration Statement. In no event shall the Holders be identified as a statutory underwriter in the Registration Statement unless in response to a comment or request from the staff of the SEC or another regulatory agency; provided, that if the SEC requests that the Holders be identified as a statutory underwriter in the Registration Statement, the Holders will have an opportunity to withdraw from the Registration Statement.

5.2 Notwithstanding Section 4.2 hereof, if the Company proposes to register (including, for this purpose, any registration effected by the Company for any shareholder(s)) any of its Ordinary Shares under the Securities Act in connection with the public offering of such securities (including, but not limited to, registration statements relating to secondary offerings of securities of the Company), the Company shall, at such time, promptly give the Holders notice of such registration. Notwithstanding the Restricted Period, upon the request of the majority of the Holders given within twenty (20) days after such notice is given by the Company, the Company shall cause to be registered all of the Registrable Securities that the Purchaser has requested to be included in such registration and to participate in the resale of such Registrable Securities as part of such public offering. If a registration statement under which the Company gives notice under this Section 5.2 is for an underwritten offering, then the Company will so advise the Purchaser. In such event, the right of the Purchaser's Registrable Securities to be included in a registration pursuant to this Section 5.2 will be conditioned upon the Purchaser's participation in such underwriting and the inclusion of the Purchaser's Registrable Securities in the underwriting to the extent provided herein. In such case, the Purchaser will enter into an underwriting agreement in customary form with the managing underwriter or underwriter(s) selected for such underwriting. Notwithstanding any other provision of this Agreement, if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriter(s) may exclude shares (including Registrable Securities) from the registration and the underwriting, and the number of Shares that may be included in the registration and the underwriting will be allocated, first, to the Company, and second, to the Holders in such registration statement on a pro rata basis based on the total number of Registrable Securities then held by each Holder. If the majority of the Holders disapprove of the terms of any such underwriting, the Holders may elect to withdraw therefrom by written notice to the Company and the underwriter, delivered at least ten (10) Business Days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting will be excluded and withdrawn from the registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 5.2 before the effective date of such registration, whether or not the Purchaser has elected to include Registrable Securities in such registration; the expenses of such withdrawn registration shall be borne by the Company in accordance with Section 5.2.

5.3 Registration Expenses. All Registration Expenses incurred in connection with any registration, qualification, exemption or compliance pursuant to Section 5.1 or Section 5.2 shall be borne by the Company. All Selling Expenses relating to the sale of securities registered by or on behalf of a Holder shall be borne by such Holder.

5.4 Registration Default. The Company further agrees that, in the event that (i) the Initial Registration Statement has not been is declared effective by the SEC by the date that is 18 months following Closing, or thereafter is suspended by the Company or ceases to remain

continuously effective as to all Registrable Shares for which it is required to be effective, other than, in each case, within the time period(s) permitted by Section 5.7(b) (each such event, a "Registration Default"), for more than twenty (20) consecutive days or more than forty (40) days in any period of 365 days during which the Registration Default remains uncured, the Company shall pay to Fortissimo one percent (1.0%) of the Aggregate Purchase Price for each 20-day period (a "Penalty Period") (provided the payment amount shall increase by one percent (1.0%) of the Aggregate Purchase Price for each subsequent 20-day period following the initial 20-day period), or pro rata for any portion thereof, during which the Registration Default remains uncured; *provided, however*, that if a Holder fails to provide the Company with any information that is required to be provided in such Registration Statement with respect to such Holder as set forth herein, then the commencement of the Penalty Period described above shall be extended until two Business Days following the date of receipt by the Company of such required information; and provided, further, that in no event shall the Company be required hereunder to pay to Fortissimo pursuant to this Agreement more than three percent (3.0)% of the Aggregate Purchase Price in any Penalty Period and in no event shall the Company be required hereunder to pay to Fortissimo pursuant to this Agreement an aggregate amount that exceeds eight percent (8.0%) of the Aggregate Purchase Price. The Company shall deliver said cash payment to Fortissimo by the fifth Business Day after the end of such Penalty Period. Notwithstanding any other provision of this Section 5.4, no Registration Default as to the Cut Back Shares shall be deemed to have occurred until the date that is thirty (30) days following the date on which the SEC permits the Cut Back Shares to be registered, and the payment of any penalty pursuant to this Section 5.4 shall be calculated to apply only to the percentage of Registrable Shares which are permitted by the SEC to be registered within the timeframes provided for in this Agreement.

5.5 Registration Matters. In the case of the registration, qualification, exemption or compliance effected by the Company pursuant to this Agreement, the Company shall, upon reasonable request, inform each Holder as to the status of such registration, qualification, exemption and compliance. At its expense the Company shall:

(a) except for such times as the Company is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its reasonable best efforts to keep such registration, and any qualification, exemption or compliance under state securities laws which the Company determines to obtain, continuously effective with respect to a Holder, and to keep the applicable Registration Statement free of any material misstatements or omissions, for as long as a Holder continues to hold Registrable Securities. The period of time during which the Company is required hereunder to keep a Registration Statement effective is referred to herein as the "Registration Period."

(b) advise the Holders within two (2) Business Days:

(i) when a Registration Statement or any amendment thereto has been filed with the SEC and when such Registration Statement or any post-effective amendment thereto has become effective:

(ii) of any request by the SEC for amendments or supplements to any Registration Statement or the prospectus included therein or for additional information;

(iii) of the issuance by the SEC of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose;

(iv) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Shares included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(v) of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading;

(c) use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable;

(d) if a Holder so requests in writing, promptly furnish to such Holder, without charge, at least one copy of each Registration Statement and each post-effective amendment thereto, including financial statements and schedules, and, if explicitly requested, all exhibits in the form filed with the SEC;

(e) during the Registration Period, promptly deliver to each Holder, without charge, as many copies of each prospectus included in a Registration Statement and any amendment or supplement thereto as such Holder may reasonably request in writing; and the Company consents to the use, consistent with the provisions hereof, of the prospectus or any amendment or supplement thereto by each of the Selling Holders of Registrable Shares in connection with the offering and sale of the Registrable Shares covered by a prospectus or any amendment or supplement thereto;

(f) during the Registration Period, if a Holder so requests in writing, deliver to each Holder, without charge, (i) one copy of the following documents, other than those documents available via EDGAR: (A) its annual report to its shareholders, if any (which annual report shall contain financial statements audited in accordance with U.S. GAAP by a firm of certified public accountants of recognized standing), (B) if not included in substance in its annual report to shareholders, its annual report on Form 20-F (or similar form), (C) its definitive proxy statement with respect to its annual meeting of shareholders and (E) a copy of each full Registration Statement (the foregoing, in each case, excluding exhibits); and (ii) if explicitly requested, all exhibits excluded by the parenthetical to the immediately preceding clause (E);

(g) prior to any public offering of Registrable Shares pursuant to any Registration Statement, promptly take such actions as may be necessary to register or qualify or obtain an exemption for offer and sale under the securities or blue sky laws of such United States jurisdictions as a Holder reasonably requests in writing, provided that the Company shall not for any such purpose be required to qualify generally to transact business as a foreign corporation in any jurisdiction where it is not so qualified or to consent to general service of process in any such jurisdiction, and do any and all other acts or things reasonably necessary or advisable to enable

the offer and sale in such jurisdictions of the Registrable Shares covered by any such Registration Statement'

(h) upon the occurrence of any event contemplated by Section 5.5(b)(v) above, except for such times as the Company is permitted hereunder to suspend the use of a prospectus forming part of a Registration Statement, the Company shall use its reasonable best efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Shares included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) otherwise use its commercially reasonable efforts to comply in all material respects with all applicable rules and regulations of the SEC which could affect the sale of the Registrable Shares;

(j) use its commercially reasonable efforts to cause all Registrable Shares to be listed on each securities exchange or market, if any, on which equity securities issued by the Company have been listed;

(k) use its commercially reasonable efforts to take all other steps necessary to effect the registration of the Registrable Shares contemplated hereby and to enable the Holders to sell Registrable Shares under Rule 144;

(l) provide to each Holder and its representatives, if requested, the opportunity to conduct a reasonable inquiry of the Company's financial and other records during normal business hours and make available its officers, directors and employees for questions regarding information which the Holder may reasonably request in order to fulfill any due diligence obligation on its part;

(m) permit counsel for the Holders to review any Registration Statement and all amendments and supplements thereto (other than supplements to a Registration Statement on Form F-1 solely for the purpose of incorporating other filings with the SEC into such Registration Statement and other than an amendment to a Registration Statement on Form F-1 for the purpose of converting such Registration Statement into a Registration Statement on Form F-3), within two Business Days prior to the filing thereof with the SEC; *provided* that the each Holder shall have an opportunity to review all disclosures in which it is named prior to filing; and

(n) permit each Holder to review the information contemplated to be included in the Selling Shareholder's section of any Registration Statement relating to such Holder within two Business Days prior to the filing thereof with the SEC;

provided that, in the case of clauses (l), (m) and (n) above, the Company shall not be required (A) to delay the filing of any Registration Statement or any amendment or supplement thereto as a result of any ongoing diligence inquiry by or on behalf of the Purchaser or to incorporate any comments to any Registration Statement or any amendment or supplement

thereto by or on behalf of a Holder if such inquiry or comments would require a delay in the filing of such Registration Statement, amendment or supplement, as the case may be, or (B) to provide, and shall not provide, such Holder or its representatives with material, non-public information unless such Holder agrees to receive such information and enters into a written confidentiality agreement with the Company in a form reasonably acceptable to the Company.

5.6 Indemnification.

(a) To the extent permitted by law, the Company shall indemnify each Holder and each Person controlling such Holder within the meaning of Section 15 of the Securities Act, with respect to which any registration that has been effected pursuant to this Agreement, against all claims, losses, damages and liabilities (or action in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened (subject to Section 5.6(c) below), arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any Registration Statement, prospectus, any amendment or supplement thereof, or other document incident to any such registration, qualification or compliance or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in light of the circumstances in which they were made, or any violation by the Company of any rule or regulation promulgated by the Securities Act applicable to the Company and relating to any action or inaction required of the Company in connection with any such registration, qualification or compliance, and will reimburse each Holder and each Person controlling such Holder, for reasonable legal and other out-of-pocket expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action as incurred; provided that the Company will not be liable in any such case to the extent that any untrue statement or omission or allegation thereof is made in reliance upon and in conformity with information furnished to the Company by or on behalf of such Holder for use in preparation of any Registration Statement, prospectus, amendment or supplement; *provided further*, that the Company will not be liable in any such case where the claim, loss, damage or liability arises out of or is related to the failure of such Holder to comply with the covenants and agreements contained in this Agreement respecting sales of Registrable Shares.

(b) Each Holder will severally, and not jointly, indemnify the Company, each of its directors and officers, and each Person who controls the Company within the meaning of Section 15 of the Securities Act, against all claims, losses, damages and liabilities (or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened (subject to Section 5.6(c) below), arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any Registration Statement, prospectus, or any amendment or supplement thereof, incident to any such registration, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in light of the circumstances in which they were made, and will reimburse the Company, such directors and officers, and each Person controlling the Company for reasonable legal and any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action as incurred, in each case to the extent, but only to the extent, that such untrue statement or omission or allegation thereof is made in reliance upon and in conformity with information furnished to the Company by or on behalf of such Holder for use in preparation

of any Registration Statement, prospectus, amendment or supplement. Notwithstanding the foregoing, each Holder's aggregate liability pursuant to this subsection (b) and subsection (d) shall be limited to the net amount actually received by such Holder from the sale of the Registrable Shares.

(c) Each party entitled to indemnification under this Section 5.6 (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party (at its expense) to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not unreasonably be withheld, conditioned or delayed), and the Indemnified Party may participate in such defense at such Indemnified Party's expense, and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Agreement, unless such failure is materially prejudicial to the Indemnifying Party in defending such claim or litigation. An Indemnifying Party shall not be liable for any settlement of an action or claim effected without its written consent (which consent will not be unreasonably withheld, conditioned or delayed). No Indemnifying Party, in its defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

(d) If the indemnification provided for in this Section 5.6 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any loss, liability, claim, damage or expense referred to therein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party thereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions which resulted in such loss, liability, claim, damage or expense as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

5.7 Holders Obligations.

(a) Each Holder agrees that, upon receipt of any notice from the Company of the happening of any event requiring the preparation of a supplement or amendment to a prospectus relating to Registrable Shares so that, as thereafter delivered to the Holders, such prospectus shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, each Holder will forthwith discontinue disposition of Registrable Shares pursuant to a Registration Statement and prospectus contemplated by Section 5.1 until its receipt of copies of

the supplemented or amended prospectus from the Company and, if so directed by the Company, each Holder shall deliver to the Company all copies, other than permanent file copies then in such Holder's possession, of the prospectus covering such Registrable Shares current at the time of receipt of such notice.

(b) Each Holder shall suspend, upon request of the Company, any disposition of Registrable Shares pursuant to any Registration Statement and prospectus contemplated by Section 5.1 or Section 5.2 during no more than two (2) periods of no more than 60 consecutive calendar days each during any 12-month period to the extent that the Board of Directors of the Company determines in good faith that the sale of Registrable Shares under any such Registration Statement would be reasonably likely to cause a violation of the Securities Act or Exchange Act.

(c) As a condition to the inclusion of its Registrable Shares in a Registration Statement, each Holder shall furnish to the Company such information regarding such Holder and the distribution proposed by such Holder as the Company may reasonably request in writing, including completing a Registration Statement Questionnaire in the form provided by the Company, or as shall be required in connection with any registration referred to in this Article V.

(d) Each Holder hereby covenants with the Company (i) not to make any sale of the Registrable Shares without effectively causing the prospectus delivery requirements under the Securities Act to be satisfied, and (ii) if such Registrable Shares are to be sold by any method or in any transaction other than on a national securities exchange or in the over-the-counter market, in privately negotiated transactions, or in a combination of such methods, to notify the Company at least five (5) Business Days prior to the date on which the Holder first offers to sell any such Registrable Shares.

(e) At the end of the Registration Period the Holders shall discontinue sales of any Shares pursuant to any Registration Statement upon receipt of notice from the Company of its intention to remove from registration the Shares covered by any such Registration Statement which remain unsold, and such Holders shall notify the Company of the number of Shares registered which remain unsold immediately upon receipt of such notice from the Company.

5.8 Company Covenants. With a view to making available to the Holders the benefits of certain rules and regulations of the SEC which at any time permit the sale of the Registrable Shares to the public without registration, so long as the Holders still own Registrable Shares, the Company shall use its reasonable best efforts to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the Exchange Act; and

(c) so long as a Holder owns any Registrable Shares, furnish to such Holder, upon any reasonable request, a written statement by the Company as to its compliance with Rule 144 under the Securities Act, and of the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents of the Company as such

Holder may reasonably request in availing itself of any rule or regulation of the SEC allowing a Holder to sell any such securities without registration.

5.9 Assignment. The rights to cause the Company to register Registrable Shares granted to the Holders by the Company under Section 5.1 or Section 5.2 may be assigned by such Holder in connection with a transfer by such Holder of all or a portion of its Registrable Shares, *provided, however*, that such transfer must be [1]made at least ten (10) days prior to the Filing Date and that (i) such transfer may otherwise be effected in accordance with applicable securities laws; (ii) such Holder gives prior written notice to the Company at least ten (10) days prior to the Filing Date; and (iii) such transferee agrees in writing to comply with the terms and provisions of this Agreement, and such transfer is otherwise in compliance with this Agreement. Except as specifically permitted by this Section 5.9, the rights of a Holder with respect to Registrable Shares as set out herein shall not be transferable to any other Person, and any attempted transfer shall cause all rights of such Holder therein to be forfeited. The Company shall not enter into any agreement, take any action, or permit any change to occur, with respect to its securities that violates or subordinates the rights expressly granted to the Holders in this Agreement.

5.10 Waivers. The rights of any Holder under any provision of this Article V may be waived (either generally or in a particular instance, either retroactively or prospectively and either for a specified period of time or indefinitely) or amended by an instrument in writing signed by such Holder.

ARTICLE VI

GENERAL PROVISIONS

6.1 Termination.

(a) Unless otherwise specified herein, this Agreement shall automatically terminate on the first date on which Fortissimo (together with its Affiliates) no longer Beneficially Owns any Ordinary Shares of the Company; provided that the confidentiality obligations in Section 6.11 shall survive in accordance with the terms thereof regardless of any termination of this Agreement or any other provision hereof.

(b) This Agreement may be terminated by the Company immediately upon:

(i) A material breach by Fortissimo of the voting restrictions or standstill provisions that remain uncured for 30 days following written notice from the Company; or

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(ii) Fortissimo becoming subject to bankruptcy or insolvency proceedings.

(c) This Agreement may be terminated by Fortissimo immediately upon a material breach by the Company of the terms of this Agreement that remains uncured for 30 days following written notice from Fortissimo.

(d) Notwithstanding Section 6.1(a), in the event of termination by the Company pursuant to Section 6.1(b) (and without limitation to the proviso with respect to confidentiality obligations in Section 6.1(a)):

(i) Section 4.2(a) (Standstill) shall terminate only in accordance with Section 4.2(b), regardless of any termination of this Agreement or any other provision hereof;

(ii) Section 4.1(e) (Transfer Restrictions) shall survive the termination of this Agreement indefinitely regardless of any termination of this Agreement or any other provision hereof; and.

(iii) Article V (Registration Rights) shall terminate only in accordance with Section 5.7.

(e) Notwithstanding any termination, each party shall retain all rights and remedies available at law or in equity for any breach of this Agreement occurring prior to termination.

6.2 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by email or facsimile if sent during normal business hours of the recipient, and if sent at a time other than during normal business hours of the recipient, then on the next Business Day (provided, with respect to notices sent by email so long as such sent email is kept on file by the sending party and the sending party does not receive an automatically generated message from the recipient's email server that such email could not be delivered to such recipient), (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) Business Day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. The addresses for such communications are:

If to the Company:

Stratasys Ltd.

1 Holtzman St., Science Park, Rehovot, 7612404 Israel
Attention: Vered Ben Jacob
Email: Vered.BenJacob@stratasys.com

with copies (not constituting notice) to:

Meitar Law Offices
Abba Hillel Silver Road 16
Ramat Gan 5250608
Israel
Email: dchertok@meitar.com, dglatt@meitar.com and jonathana@meitar.com
Attn: J. David Chertok, Adv., David S. Glatt, Adv. and Jonathan Atha, Adv.

If to Fortissimo:

Fortissimo Capital Fund VI, L.P.
30 Ha'arbaa Street
Tel Aviv, Israel
Email: marc@ffcapital.com
Attention: Marc Lesnick

with a copy (not constituting notice) to:

Gornitzky & Co.
Vitania Tel-Aviv Tower
20 Ha'Harash Street
Tel Aviv, Israel 6761310
Attn: Chaim Friedland, Adv. and Nir Knoll, Adv
E-mail: friedland@gornitzky.com and nirk@gornitzky.com

6.3 Entire Agreement; Amendments. This Agreement (including all schedules and exhibits hereto) constitutes the entire agreement among the parties hereto with respect to the subject matter hereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Agreement supersedes all prior agreements, including the Mutual Non-Disclosure Agreement, dated January 1, 2025, between the parties, and understandings among the parties hereto with respect to the subject matter hereof. No waiver hereunder shall be effective unless in writing and signed by the party granting the waiver and then is only effective for the specific instance and purpose for which it is given.

6.4 Assignment. This Agreement will inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned, except by any Fortissimo Shareholder to any Permitted Transferee that has executed a joinder agreement substantially in the form attached as Exhibit A to this Agreement, without the express prior written consent of the other parties hereto, and any attempted assignment, without such consent, will be null and void; *provided*, however that under no circumstances may the rights to designate Directors under Article II be assigned or transferred to any Person, including any Permitted Transferee (provided that the holdings of such Permitted Transferee (to the extent it remains a Permitted Transferee) shall be included in the calculation of the Beneficial

Ownership of the Fortissimo Shareholders for the purposes of Article II), and that the registration rights in Article V may be assigned in accordance with Section 5.9.

6.5 Third Parties. This Agreement is intended for the benefit of the parties hereto, their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

6.6 Governing Law; Jurisdiction. This Agreement will be governed by and interpreted in accordance with the laws of the State of Israel without regard to the principles of conflict of laws (whether of the State of Israel or any other jurisdiction) which would result in the application of the laws of any other jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the competent courts of Tel Aviv, Israel.

6.7 Equitable Relief. The Company recognizes that, if it fails to perform or discharge any of its obligations under this Agreement, any remedy at law may prove to be inadequate relief to Fortissimo. The Company therefore agrees that Fortissimo is entitled to seek temporary and permanent injunctive relief in any such case. Fortissimo also recognizes that, if it fails to perform or discharge any of its obligations under this Agreement, any remedy at law may prove to be inadequate relief to the Company. Fortissimo therefore agrees that the Company is entitled to seek temporary and permanent injunctive relief in any such case.

6.8 Severability. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision will be deemed modified in order to conform with such statute or rule of law. Any provision hereof that may prove invalid or unenforceable under any law will not affect the validity or enforceability of any other provision hereof.

6.9 Headings; Definitions. The Section and Article headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

6.10 Counterparts. This Agreement may be executed in counterparts, all of which are considered one and the same agreement and will become effective when counterparts have been signed by each party and delivered to the other parties.

6.11 Confidentiality. The Fortissimo Designees shall not share any information (including oral, written and electronic information) concerning the Company, its Subsidiaries or its Affiliates with the Fortissimo Shareholders or their Affiliates (collectively, the "Confidential Information") without the prior consent of the Company. The Fortissimo Shareholders shall, and shall cause their Affiliates and their and their respective representatives to, keep confidential any Confidential Information and will use such Confidential Information solely to monitor, administer or manage their investment in the Company (a "Permitted Purpose"); provided that the Confidential Information shall not include information that (i) was or becomes available to the public other than as a result of a disclosure by the Fortissimo Shareholders, any of their Affiliates or any of their respective representatives (including any Fortissimo Designee) in violation of this Section 6.11 or any other direct or indirect duty of confidentiality to the

Company, (ii) was or becomes available to the Fortissimo Shareholders, any of their Affiliates or any of their respective representatives on a non-confidential basis from a source other than the Company or its representatives; provided that such source was not known after due inquiry to be subject to any duty or obligation (whether by agreement or otherwise) to keep such information confidential, (iii) at the time of disclosure is already in the possession of the Fortissimo Shareholders, any of their Affiliates or any of their respective representatives, provided that such information is not known after due inquiry, to be subject to any duty or obligation (whether by agreement or otherwise) to keep such information confidential, or (iv) is independently developed by the Fortissimo Shareholders, any of their Affiliates or any of their respective representatives without reference to, incorporation of, reliance on or other use of any Confidential Information. The Fortissimo Shareholders agree, on behalf of themselves and their Affiliates and their and their respective representatives, that Confidential Information may be disclosed solely (i) to their Affiliates and respective representatives to the extent reasonably required for a Permitted Purpose; provided, however, that in any event such information shall not be shared with any such representative who, to the knowledge of the Fortissimo Shareholders, has an employment, director, officer, operating partner or similar relationship with a Restricted Entity, and (ii) in the event that the Fortissimo Shareholders, any of their Affiliates or any of their or their respective representatives are requested or required by applicable Law, judgment, stock exchange rule or other applicable judicial or governmental process (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, in each of which instances the applicable Fortissimo Shareholders, their Affiliates and their and their respective representatives, as the case may be, shall, to the extent legally permitted, provide notice to the Company promptly so that the Company will have a reasonable opportunity to timely seek to limit, condition or quash such disclosure (in which case, the applicable Fortissimo Shareholders shall use commercially reasonable efforts to assist the Company in this respect, shall disclose only such portion of the Confidential Information which counsel to the Fortissimo Shareholders advises is legally required to be disclosed in order to avoid a citation for contempt or suffer another censure or penalty and shall, to the extent permitted by law, provide a copy of such Confidential Information disclosed to the Company). This Section 6.11 shall terminate upon the later of (i) ninety (90) days after the date on which the Fortissimo Shareholders cease to Beneficially Own at least five percent (5%) of the Outstanding Shares, and (ii) ninety (90) days following the date on which all Fortissimo Designees (including any successor Fortissimo Designees) cease to serve on the Board.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

STRATASYS LTD.

By: _____
Name:
Title:

FORTISSIMO CAPITAL FUND VI, L.P.
BY: FORTISSIMO CAPITAL VI GP, L.P.
ITS GENERAL PARTNER

BY: FORTISSIMO CAPITAL 6 MANAGEMENT (G.P.) LTD.
ITS GENERAL PARTNER

By: _____
Name:
Title:

[Signature Page to Shareholder Agreement]

EXHIBIT A

FORM OF JOINDER AGREEMENT

This Joinder Agreement (this "Joinder Agreement) is made as of the date written below by the undersigned (the "Joining Party) in accordance with the Shareholder Agreement, dated as of [•], [•] (the "Shareholder Agreement"), by and between the Company and Fortissimo thereto. Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Shareholder Agreement.

WHEREAS, on the date hereof, the Joining Party [is being assigned certain registration-related rights and obligations under the Shareholder Agreement relating to its Registrable Securities] [is acquiring [Ordinary Shares] from [•] (the "Transferred Securities") from a Fortissimo Shareholder; and

WHEREAS, the Shareholder Agreement requires the Joining Party, as a condition to [being assigned registration-related rights and obligations under the Shareholder Agreement][becoming a holder of the Transferred Securities as a Fortissimo Shareholder], to agree in writing to be bound by the terms of [Article V of] the Shareholder Agreement, and the Joining Party agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder Agreement hereby agree as follows:

1. Agreement to Be Bound. The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to [Article V of] the Shareholder Agreement and a "Fortissimo Shareholder" as if it had executed the same as of the date hereof. The Joining Party hereby ratifies, and agrees to be bound by, all of the terms, provisions and conditions contained in [Article V of] the Shareholder Agreement, in each case as of the date hereof. [The Joining Party hereby represents and warrants to the Company that, as of the date hereof, it is a Permitted Transferee.]

2. Notice. For purposes of notice [pursuant to Section 6.2 of the Shareholder Agreement], the Joining Party's address is:

[•]
[•]
[•]
Attention: [•]
Email: [•]

with a copy (not constituting notice) to:

[•]
[•]
[•]
Attention: [•]
Email: [•]

3. Headings and Captions. The headings and captions contained in this Joinder Agreement are included for convenience of reference only, and in no way define, limit or describe the scope of this Joinder Agreement or the intent of any provision hereof.

4. Counterparts. This Joinder Agreement may be signed in any number of separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one Joinder Agreement (or amendment, as applicable).

5. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the Laws of the State of Israel, without regard to principles of conflicts of Laws thereof.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date written below.

Date: [•]

[NAME OF JOINING PARTY]

By: _____
Name: [•]
Title: [•]

ACCEPTED AND AGREED:

[COMPANY]

By: _____
Name: [•]
Title: [•]

EXHIBIT B

PROCEDURE FOR A QUALIFYING OFFER

1. In the event that a Qualifying Offer is commenced within the meaning of Rule 14d-2(a) under the Exchange Act by the Fortissimo Shareholders, then within five (5) trading days of the commencement of such Qualifying Offer, the Board shall publish notice (after considering the comments of such Fortissimo Shareholder to such notice) to the Company's shareholders (the "Shareholder Meeting Notice") of a meeting of the Company's shareholders (the "Shareholder Meeting") to be held on the twenty-first (21st) day (or first trading day subsequent thereto, if not a trading day) following such Shareholder Meeting Notice (and, including any adjourned meeting, in any event no later than forty (40) days after the commencement of such Qualifying Offer within the meaning of Rule 14d-2(a) under the Exchange Act).

2. At the Shareholder Meeting, an advisory vote will be held pursuant to which the holders (as of the applicable record date) of Ordinary Shares, other than Ordinary Shares beneficially owned by Fortissimo Shareholders and their Affiliates, or by any other shareholder possessing a personal interest (as defined under the Companies Law), with respect to the subject Qualifying Offer, shall be entitled to vote on a resolution advising the Board as to whether such Qualifying Offer should be approved (a "Qualifying Offer Advisory Resolution") and the Board shall announce its position with respect to the subject Qualifying Offer, as required by applicable Law.

3. For purposes of the Shareholder Meeting Notice, the record date for determining holders of record eligible to vote at the Shareholder Meeting shall be the close of business on the trading day on which the Board publishes the Shareholder Meeting Notice. The Board shall take such actions as are necessary or desirable to cause the Qualifying Offer Advisory Resolution to be presented for a vote of the Company's shareholders at the Shareholder Meeting, including within the time frames set forth in this Exhibit.

4. Following the publication of the Shareholder Meeting Notice, the Fortissimo Shareholders shall undertake to keep such Qualifying Offering open until the publication of the results of the Shareholder Meeting, which shall be published by the Company as soon as practicable but not later than two (2) Business Days following the Shareholder Meeting.

5. Neither the Fortissimo Shareholders nor their Affiliates shall consummate or complete any Qualifying Offer, and accordingly shall not be entitled to hold more than 24.99% of the Outstanding Shares, unless the Qualifying Offer Advisory Resolution is approved by the Company's shareholders at a duly convened shareholder meeting of the Company prior to such consummation; provided however that the number of Qualifying Offers which the Fortissimo Shareholders may commence prior to the completion of a Fortissimo Tender Offer shall not be limited in number; *provided* further that to the extent that the Company fails to timely publish the Shareholder Meeting Notice or the Shareholder Meeting is not convened in a timely fashion, pursuant to paragraph 1 above and, in the event that it does not publish the Shareholder Meeting Notice or the

Shareholder Meeting is not timely convened within five (5) calendar days of the later of (x) Fortissimo giving notice of such failure, and (y) the date on which the Company was required to publish the Shareholder Meeting Notice or the date on which the Shareholder Meeting was to be convened, the Fortissimo Shareholders shall be permitted to proceed with a Qualifying Offer without a shareholder vote and shall not be obligated to extend the period of such Qualifying Offering or limit the amount of their Beneficial Ownership of the Ordinary Shares in any way.

6. In connection with the shareholder vote at a Shareholder Meeting, an officer of Fortissimo shall be required to certify to the Company, not less than ten (10) trading days prior to the initially scheduled date of the Shareholder Meeting, which Ordinary Shares are beneficially owned by the Fortissimo Shareholders and their Affiliates, and should therefore be excluded from the vote on the Qualifying Offer Advisory Resolution.

7. For the purposes of this Agreement, a "Qualifying Offer" shall mean a tender or exchange offer which satisfies each of the following conditions:

    a. it is a Fully Financed all-cash tender offer at the same per-share consideration to all shareholders of the Company;

    b. it is an offer that is conditioned on a minimum number of the Company's Ordinary Shares being tendered and not withdrawn as of the expiration date as would provide the offeror, upon consummation of the offer, with beneficial ownership of at least 35% of the Company's outstanding Ordinary Shares, which condition shall not be waivable by the Fortissimo Shareholders.

    "Fully Financed" shall mean, with respect to a Qualifying Offer, that the Fortissimo Shareholders have sufficient funds for the Qualifying Offer and related expenses which shall be evidenced by (i) firm, binding written commitments from responsible financial institutions having the necessary financial capacity, accepted by the offeror, to provide funds for such offer subject only to customary terms and conditions, (ii) cash or cash equivalents then available to the offeror, set apart and maintained solely for the purpose of funding the offer with an irrevocable written commitment being provided by the Fortissimo Shareholders to the Board of the Company to maintain such availability until the offer is consummated or withdrawn, or (iii) a combination of the foregoing; which evidence has been provided to the Company prior to, or upon, commencement of the offer.

SCHEDULE A to SHAREHOLDER AGREEMENT - RESTRICTED ENTITIES

SCHEDULE B to SHAREHOLDER AGREEMENT
[NON-RESTRICTED ENTITIES]

Exhibit 99.1

Stratasys Announces $120 Million Equity Investment from Fortissimo Capital

Transaction at a Premium Underscores Leading Position in the Additive Manufacturing Industry and Positions Stratasys to Drive Growth

Strengthens Balance Sheet to Capture Market Opportunities

Fortissimo's Founding and Managing Partner, Yuval Cohen, to Join the Stratasys Board

MINNEAPOLIS & REHOVOT, Israel and Tel Aviv, Israel, February 2, 2025 — Stratasys Ltd. (Nasdaq: SSYS) ("Stratasys" or the "Company"), a leader in polymer 3D printing solutions, today announced that Fortissimo Capital ("Fortissimo"), a leading Israeli private equity fund investing in technology and industrials, has entered into an agreement to invest $120 million in the Company, acquiring approximately 14% of Stratasys' issued and outstanding ordinary shares through a direct purchase of 11,650,485 newly issued ordinary shares at $10.30 per share, reflecting a premium of 10.6% over the closing market price on January 31, 2025. Prior to this transaction, Fortissimo held approximately 1.5% of Stratasys' issued and outstanding ordinary shares. With this transaction, Fortissimo will hold approximately 15.5% of Stratasys' issued and outstanding ordinary shares. The terms of the agreement also include an 18-month lock-up, as well as customary standstill provisions, subject to certain caveats specified below.

Fortissimo is investing in Stratasys with a long-term commitment at a premium valuation. Stratasys expects this partnership to enhance shareholder value, support the continued execution of Stratasys' strategy to drive growth and further strengthen the Company's balance sheet as it seeks to capture inorganic value-creation opportunities in the additive manufacturing industry.

"Fortissimo's investment underscores confidence in our leadership and performance, our ability to deliver solutions that solve customer needs and our long-term growth potential," said Dr. Yoav Zeif, Director and Chief Executive Officer of Stratasys. "Fortissimo is an experienced private equity investor with a growth focus, deep understanding of our business and a proven track record of investment in private and public technology companies. We are excited to partner with Fortissimo and believe their meaningful investment and partnership-oriented approach will enable us to drive additional long-term value for all shareholders."

In connection with this investment, Yuval Cohen, Founding and Managing Partner of Fortissimo, will be appointed to the Stratasys Board of Directors at the closing of the transaction, replacing a Stratasys director to be named at that time. Mr. Cohen brings more than 30 years of financial and leadership experience working closely with companies on achieving strategic goals through innovative approaches.

"We believe in the future of additive manufacturing and are confident in Stratasys' leading role in shaping the industry. We have long respected their history of solving customers' critical manufacturing challenges and are confident they exemplify the necessary and strategic approach to fulfill the potential of 3D printing," said Mr. Cohen. "We look forward to being a part of Stratasys' next chapter as we

collaborate with its strong management team to build on the Company's fundamental strengths to the benefit of the Company's stakeholders."

Investment Details
The parties expect the transaction to close during the second quarter of 2025, subject to review by the Committee on Foreign Investment in the United States (CFIUS).

In connection with the transaction, Stratasys' Board will exempt Fortissimo from Stratasys' limited duration shareholder rights plan and Fortissimo will be subject to certain standstill undertakings, including that: (a) Fortissimo has the right to acquire up to 24.99% of the Stratasys issued and outstanding ordinary shares, but will be limited to 20% of the voting power in Stratasys; and (b) Fortissimo shall be permitted to conduct a tender offer for the purchase of at least 15% of the issued and outstanding ordinary shares provided that it brings their holding to at least 35% of the Stratasys issued and outstanding ordinary shares. For such tender offer to close, it would require an advisory vote of the unaffiliated shareholders.

In the event Fortissimo holds 20% of Stratasys' issued and outstanding ordinary shares, then, at the request of Fortissimo, Fortissimo is entitled to designate an additional nominee, bringing their Board representation to two directors (subject to meeting certain qualifications).

With the exception of Fortissimo, the existing terms of the limited duration shareholder rights plan remain the same for all Stratasys shareholders. The rights generally will become exercisable only if an entity, person or group acquires beneficial ownership of 15% or more of Stratasys' outstanding ordinary shares in a transaction not approved by the Company's Board.

Advisors
Meitar | Law Offices is acting as legal counsel to Stratasys. Gornitzky & Co. is acting as legal counsel to Fortissimo Capital.

About Stratasys
Stratasys is leading the global shift to additive manufacturing with innovative 3D printing solutions for industries such as aerospace, automotive, consumer products, and healthcare. Through smart and connected 3D printers, polymer materials, a software ecosystem, and parts on demand, Stratasys solutions deliver competitive advantages at every stage in the product value chain. The world's leading organizations turn to Stratasys to transform product design, bring agility to manufacturing and supply chains, and improve patient care.

To learn more about Stratasys, visit www.stratasys.com, the Stratasys blog, X/Twitter, LinkedIn, or Facebook. Stratasys reserves the right to utilize any of the foregoing social media platforms, including Stratasys' websites, to share material, non-public information pursuant to the SEC's Regulation FD. To the extent necessary and mandated by applicable law, Stratasys will also include such information in its public disclosure filings.

About Fortissimo Capital

Fortissimo Capital (www.ffcapital.com) is a leading private equity fund in Israel investing primarily in technology and industrial companies. Fortissimo's investment strategy is to achieve capital appreciation through taking a leading role and active approach in Israeli-related global businesses that require immediate and significant change, or stimulation of growth and by building business fundamentals to facilitate sustainable long-term growth and value creation.

Some of Fortissimo's notable investments in the digital printing arena have included: Kornit Digital, Diptech and Nur Macroprinters.

Stratasys

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