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The Hebrew Immediate Report is the binding report –

Bank Leumi le-Israel B.M. (The “Bank”)

April 16, 2026

To
Israel Securities Authority
www.isa.gov.il

To
The Tel Aviv Stock Exchange
www.tase.co.il

Dear Sirs/Madams,

Re: Immediate Report regarding a Substantial Private Placement and the Convening of a Special General Meeting

In accordance with the Companies Law, 5759 -1999 (the “**Companies Law**”) and the regulations pursuant thereto, the Securities Regulations (Private Placement of Securities in a Listed Company), 5760- 2000 (hereinafter: the “**Private Placement Regulations**”), the Securities Regulations (Private and Immediate Reports) 5730- 1970 (the “**Reports Regulations**”) the Companies Regulations (Notice and Announcement of a General Meeting and Class Meeting in a Public Company and Adding an Item to the Agenda), 5760-2000 (“**Notice and Announcement Regulations**”) and the Company Regulations (Proxy Statements and Positions Notices), 5760-2005 (hereinafter: “**Proxy Statements Regulations**”), the Bank's Board of Directors (“**Board of Directors**”) respectfully announces the convening of a special general meeting of the Bank (the “**General Meeting**” or the “**Meeting**”) to be held on Tuesday, May 26, 2026, at 14:00, at the Bank's offices at Keshev (Building M4, 6th floor, "Odem" conference room), 3 Abba Hillel Silver St., Lod, on the agenda of which are the issues and resolutions as set forth in this immediate report.

For more details about the record date and proof of ownership, legal quorum and the date of an adjourned meeting, methods of voting at the meeting, participation in the meeting and voting by a shareholder himself or by proxy, proxy statement, the deadline for submitting a proxy statement to the bank, the electronic voting system, position notices, method of submitting documents to the bank and review of the documents see **Appendix A** to this meeting summons report.

1. **The Issues on the Agenda**

The following item will be on the agenda of the special general meeting:

Item 1 on the agenda – The allotment of warrants to Mr. Hanan Friedman, the Bank's CEO, without a change in the cost of his employment, i.e. the cost is at the expense of the CEO.

2. **Background**

2.1. On March 2, 2026, the Bank's Board of Directors approved an allotment without consideration of non-negotiable warrants, exercisable into ordinary shares of a nominal

value of NIS 1 each (“**Ordinary Shares**”) to six officers of Leumi Partners Ltd., a wholly owned subsidiary of the Bank (“**Leumi Partners**”), as well as to an officer of the Bank, the exercise of which is subject to various conditions, including an increase in the fair value of Leumi Partners. On March 4, the Bank published a report regarding a non-substantial private placement pursuant to the Private Placement Regulations in connection with the allotment of the options (Reference No.: 2026-01-019460) (the “**Private Placement Report from March**”).

- 2.2. In order to create an effective multi-year incentive and to link the compensation of the Bank's CEO, Mr. Hanan Friedman (the “**CEO**” or the “**Offeree**”) to the strategic goals of the Bank and the Leumi Group, the Compensation Committee and the Bank's Board of Directors approved, on April 13, 2026 and April 15, 2026, respectively, subject to the approval of the General Meeting, the allotment of 854,700 warrants to the Bank's CEO, Mr. Hanan Friedman (the “**CEO**” or the “**Offeree**”), with the same terms as the warrants allocated according to the Private Placement Report from March, and as set forth in this report hereafter, with a value as of the date of the Board of Directors’ approval of approximately NIS 1,000,000 (in accordance with the parameters set forth in Section 3.5 hereafter) (the “**Warrants**”).

It is emphasized that the warrants will be allocated at the expense of the compensation components of the Bank to which the CEO is entitled in accordance with the existing terms of his office and employment at the Bank, and without changing the cost of the CEO's employment, i.e., the full cost is at the expense of the CEO.

- 2.3. The Bank's compensation policy for offices allows for the allotment of the warrants. In addition, the allotment is in accordance with the provisions of all laws, including provision A301, the Companies Law and the Compensation Limitation Law.
- 2.4. The allotment will be made under the capital gains track (with a trustee) pursuant to Section 102 of the Income Tax Ordinance, in accordance with the capital compensation plan adopted by the Bank and submitted by the Bank to the Tax Authority and subject to receiving approval from the Tel Aviv Stock Exchange for listing the shares that will result from the exercise of the options for trading.
- 2.5. In accordance with the choice of the Bank's CEO and the allotment agreement with him, the options will be exercised for the Bank’s shares in a “net exercise” mechanism only, according to which the Offeree will be entitled to receive shares reflecting the benefit component in the exercised warrants.
- 2.6. The allotment is subject to receiving the General Meeting's approval for the allotment of the options to the CEO, as an agreement between the Bank and the CEO regarding the terms of his office and employment in accordance with the provisions of Section 272(c1)(1) of the Companies Law.

3. **The Main Terms of Allocating the Options to the CEO**

As stated, the terms of the options that will be allocated to the CEO are the same terms of the options that were allocated to officers of Leumi Partners and to an officer of the Bank according to the private placement report from March, in accordance with the number of options set forth hereafter, and with the update of the exercise price of the options so that it reflects the closing price of the Bank's share on the trading day preceding the date of the Board of Directors' approval of the allotment, as well as the intrinsic value of the warrants derived therefrom, all as set forth hereafter:

3.1. **The securities offered, their terms and the percentage they will constitute of the voting rights and the issued and paid-up capital of the Bank after the allotment**

- a. In the framework of the private placement pertaining to this report, the Offeree will be allocated 854,700 non-negotiable warrants (the “**Warrants**”) of the Bank, the vesting of which is subject to the vesting conditions set forth in this report hereafter, and which, in accordance with the Offeree's choice and the allotment agreement with him, will be exercisable by way of net exercise only, whereby the Offeree will be entitled to receive only shares reflecting the benefit component in the exercised warrants in accordance with the terms and formula set forth in paragraph G hereafter, and will not be entitled, in any case, to exercise shares reflecting the full amount of the said warrants.
- b. Since the number of warrants that will be exercisable pursuant to this Placement Report is subject to the conditions set forth in the formula set forth in paragraph L hereafter, which establish a hard cap in relation to the maximum number of warrants that can be exercised as aforesaid, the maximum number of exercise shares that can actually be allotted by virtue of the exercise of all of the aforementioned warrants is 77,700 ordinary shares ¹, which constitute (in theoretical calculation only) approximately 0.01% of the issued and paid-up share capital of the Company (as of this date) and of the voting rights therein, fully diluted, and all subject to adjustments as set forth in paragraph O hereafter.
- c. The Offeree is not a “stakeholder” in the Bank by virtue of its holdings in the Bank's share capital in the sense of the term “Stakeholder” in the Securities Law, 5728-1968 (“**Securities Law**”) and will not become be a stakeholder by virtue of his holdings as aforesaid after and by virtue of the allotment pursuant to this report. The Offeree is not a “stakeholder” in the sense of that term in the Companies Law and will not become a “stakeholder” following the allotment pertaining to this report.

For a breakdown of the CEO's holdings in the Bank's share capital after the offer (voting rights and capital), as well as the holdings of the stakeholders and other shareholders in the Bank as of the date of this report and after the allotment pursuant to this report, see Appendix B.

¹ Subject to adjustments and in accordance with the net exercise mechanism and the vesting conditions set forth hereafter. It is noted that, assuming only a theoretical exercise of each warrant for one share, i.e. without taking into account the net exercise mechanism as set forth above and hereafter, the warrants can be exercised for up to 854,700 shares, which constitute (in theoretical calculation only) approximately 0.06% of the issued and paid-up share capital of the Company (as of this date) and of the voting rights therein, fully diluted (where in fully diluted, contingent liabilities (CoCo) were not taken into account).

d. The allotment of the warrants will be made under the capital gains track (with a trustee) pursuant to Section 102 of the Income Tax Ordinance (New Version), 5721-1961 (the “**Ordinance**”), in accordance with the capital compensation plan adopted by the Bank on June 1, 2022 (the “**Capital Compensation Plan**”) and in accordance with the Bank's executive compensation policy.

e. Vesting Dates of the Warrants:

The options will vest on the dates hereafter, subject to the Offeree being employed by the Bank and/or the Bank Group on the vesting date, and will be exercisable subject to compliance with the capital adequacy conditions, and their exercise will be subject to the Leumi Partners improvement conditions, as defined hereafter:

1. The first tranche (1/3 of the options) will vest one year from the grant date and will expire 48 months after the vesting date as stated;
2. The second tranche (1/3 of the options) will vest two years from the grant date and will expire 36 months after the vesting date as stated;
3. The third tranche (1/3 of the options) will vest three years from the grant date and will expire 24 months after the vesting date as stated;

The expiration date of each tranche will be referred to as the “**Last Exercise Date**”.

Notwithstanding the aforesaid, with respect to each tranche of options, if, on a date commencing one year prior to the last exercise date of that tranche, the intrinsic value of the options is equal to or higher than the minimum threshold for an increase in the market value of the Bank Leumi share, as defined hereafter, the exercise period will be shortened, and all options from the relevant tranche that have not been exercised by such date will be exercised automatically.

The exercise of the options that have vested will be subject to the fulfillment of the two cumulative conditions hereafter: (a) the Bank's capital adequacy (as set forth in paragraph F hereafter); and (b) an increase in the fair value of Leumi Partners (as set forth in paragraph G hereafter).

f. Capital Adequacy of the Bank

“**Capital Adequacy Conditions**” - The total capital adequacy ratio and the Tier 1 equity capital adequacy ratio, according to the Bank's consolidated annual financial statements, in the previous calendar year, did not fall below the minimum ratios set forth in the directives of the Supervisor of Banks.

Should the Bank fail to meet the capital adequacy conditions on any of the exercise dates as stated above, the Offeree's entitlement to the relevant tranche of options will not expire, but the Offeree's entitlement in relation to that tranche will be postponed until the next date on which the Bank meets, in accordance with its financial statements, the capital adequacy conditions as stated above. The exercise date of the options may be postponed as stated until the last exercise date as defined above. In the event that the last exercise date has arrived before the conditions for the exercise of any of the tranches as stated have been met, the warrants included in that tranche will expire and the Offeree will not be entitled to exercise them.

g. Increase in the fair value of Leumi Partners

In addition to the capital adequacy conditions, the number of options that will be exercisable by the Offeree will be subject to additional exercise conditions for the increase in the fair value of Leumi Partners, which will be determined in accordance with the formula set forth hereafter.

The principle set forth in the formula is that the number of options that will be exercisable will be determined in accordance with the ratio of the number of options of the Offeree in relation to the total options allotted, when it is multiplied by the result of dividing the increase in the fair value of Leumi Partners in the period up to the date of exercise of the option by the intrinsic value of the options on the date of exercise, all in accordance with and subject to the formula and additional conditions set forth hereafter:

$$A = B * \frac{P2 - P1 - P3}{LPmax} * \frac{IVmin}{L2 - L1}$$

- A* = Number of exercisable options.
- B* = Number of options allotted to the Offeree.
- P2* = Fair value of Leumi Partners on the exercise date.
- P1* = Fair value of Leumi Partners as of December 31, 2025
- P3* = Minimal increase in the fair value that does not entitle to compensation as determined in the allotment terms.
- LPmax* = Ceiling increase in the fair value of Leumi Partners
- L2* = Closing price of the share of Bank Leumi on the trading day preceding the exercise date.
- L1* = Exercise price of the warrants.
- IVmin* = Minimum intrinsic value of the option.

Additional conditions for determining the amount of warrants that will be exercisable according to the terms of the increase in the fair value of Leumi Partners:

1. **Ceiling for the increase in the fair value of Leumi Partners** - NIS 3 billion. That is, the Offeree will not be entitled to an additional amount of warrants for the increase in the fair value of Leumi Partners that exceeds the ceiling amount (*LPmax* = 3,000,000,000).
2. **Minimum threshold for the increase in the market value of Bank Leumi shares** - 10%. That is, the Offeree will not be entitled to the allotment of warrants in the bank to the extent that the intrinsic value of the option is lower than NIS 7.64 = *IVmin*) (7.64).
3. **Fair value of Leumi Partners on the date of exercise** - will be determined in accordance with the following: (a) The fair value of Leumi Partners on the date of exercise will be determined in accordance with the manner indicated in the valuation determined by an external valuer, with this value being validated by the external valuer once a quarter; (b) If, by the date of exercise of the options, a transaction is completed for the purchase of Leumi Partners shares by a third party

at a rate of at least 10% of the share capital of Leumi Partners (whether by way of allotting Leumi Partners shares or by way of purchasing the Bank's shares in Leumi Partners), the value determined in the aforementioned transaction for Leumi Partners' equity will determine the fair value of Leumi Partners, with the increase in value from that date being calculated in accordance with the principles above.

In the event that the expiration date of the options has arrived before the capital adequacy conditions and the minimum threshold conditions for an increase in the market value of Leumi shares have been met, the options will expire and the Offeree will not be entitled to exercise any option from the option letters granted to him. It is also clarified that in circumstances in which the result of the increase in the fair value of Leumi Partners (P1-P2-P3) is equal to zero or negative or in circumstances in which the increase in the value of Bank Leumi shares is lower than the minimum threshold stated in paragraph 7.2 above - the Offeree will not be entitled to exercise the options granted to him. It is also clarified that in circumstances in which the result of the increase in the fair value of Leumi Partners (P1-P2-P3) is equal to zero or negative or in circumstances in which the increase in the value of Bank Leumi shares is lower than the minimum threshold stated in paragraph 7.2 above - the Offeree will not be entitled to exercise the options granted to him.

- h. Notwithstanding the aforesaid, the warrants will not be exercised on the record date for the distribution of bonus shares, an offer by way of rights, a dividend distribution, a capital consolidation, a capital split or a capital reduction (each of the above shall be referred to as: a “**Company Event**”) and the exercise date will be postponed. If the ex-date of a Company Event occurs before the record date of a Company Event, the warrants will not be exercised on the said ex-date.
- i. Notwithstanding the aforesaid, if on the latest date for the expiration of the warrants, their exercise by the Offeree is prohibited in light of Lock Up periods to be determined by the Bank as specified in the Assignment Agreement or periods during which restrictions apply in accordance with the Bank's policy on the prohibition of the use of inside information (collectively: “**Trading Prohibition Periods**”), then the exercise period will end at the end of an additional period of a number of days equal to the number of days included in the Trading Prohibition Periods, in addition to and beyond the end of the Trading Prohibition Period. The Bank will notify the Offeree of the extension of the option period as stated above.

Subject to approvals by law, the Board of Directors may decide, at its sole discretion, that certain circumstances justify an extension of the exercise period of the options, in whole or in part, subject to the compensation policy for the Bank's officers.

Options that are not exercised by the last exercise date (and subject to the blocking period pursuant to Section 102 of the Ordinance), will expire and be canceled as stated, and these options will be returned to the pool used by the Bank, and from which the Bank may grant options in accordance with the provisions of the equity compensation plan, at its sole discretion.

- j. The exercise price of one option for one exercise share will be equal to NIS 76.4. The exercise price is not linked to any index or currency, subject to the adjustments set forth in the allotment report (the “**Exercise Price**”). The exercise price is equal to the

closing price of the Bank's share on the Tel Aviv Stock Exchange Ltd. (the “**Stock Exchange**”) on the trading day preceding the date of the Board of Directors' approval of the allotment of the warrants, and is subject to the adjustments set forth in paragraph O hereafter.

- k. In the event of termination of the contractual engagement between the Bank and the Offeree, other than as a result of disability or death of the Offeree as set forth hereafter, the Offeree's right to exercise the warrants allotted to him will be only in respect of the warrants that vested by the date of termination of his employment, and they will be exercisable (subject to the limitations of the provisions of section 102 of the Ordinance) only for a period not exceeding 180 days, from the date of termination of his employment and as specified in the allotment agreement. In the event of the termination of the employment due to disability or death - the beneficiary or heir, as applicable, will be entitled to exercise all of the options granted, with the exception of options that have not yet vested, immediately upon the occurrence of the relevant event (disability or death) and until the earlier of: (a) their expiration date in accordance with the terms set forth in the allotment agreement and (b) one year from the date of termination of the employment. It is clarified that the aforementioned warrants will be subject to the restrictions set forth in Section 102 of the Ordinance.

l. Net Exercise Mechanism

It is clarified that, in accordance with the choice of the Offeree and the allotment agreement with him, the warrants will be exercisable under a net exercise mechanism only, according to which the Offeree will be entitled to receive shares reflecting the benefit component embodied in the exercised warrants according to the formula hereafter. For the avoidance of doubt, it is hereby clarified that according to this exercise method, the warrants are exercisable for the number of shares reflecting solely the benefit component. The Offeree will not pay the exercise price used solely for the purpose of calculating the benefit component. For the purpose of calculating the benefit component, the share price (on the exercise date) will be calculated in accordance with the closing price of the Bank's share on the Stock Exchange on the trading day preceding the exercise date (“**Share Price for Calculating the Benefit**”).

Accordingly, the number of exercise shares will be calculated according to the following formula:

$$\frac{(A * B) - (A * C)}{D}$$

- A** = Number of warrants that the Offeree wishes to exercise, set forth in the exercise notice.
- B** = The share price for calculating the benefit.
- C** = The exercise price.
- D** = The closing price in shekels of the Bank's shares on the stock exchange on the trading day preceding the exercise date.

The following is in relation to any number of shares that the Offeree chooses to exercise and which vest on this date and for which the conditions set forth hereafter were met: The Bank will transfer to the trustee in trust for the Offeree Exercise Shares, the market value of which according to the determining rate is equal to the amount of the monetary benefit only, as defined hereafter, and accordingly, no cash payment will be transferred by the Offeree for the purpose of converting the warrants into Exercise Shares.

In accordance with the aforesaid, on the exercise date of the options, the Offeree will not actually pay the Bank for the exercise of the warrants and the Bank, to the extent required by law, will deduct from the share capital the nominal value of the Exercise Shares that will be allotted, and this is from profits in the sense of this term in section 302(b) of the Companies Law from a premium on shares, or from any other source included in the equity, stated in its latest financial statements as of the relevant date, all in accordance with and subject to the provisions of Section 304 of the Companies Law.

Right after the exercise date of the warrants in accordance with the above conditions, the Bank will credit the Stock Exchange member account, which will be opened in the name of the trustee, for the exercise shares which the Bank will allot in the name of the Company for the records of Bank Leumi Ltd. The Offeree will be entitled, at its discretion, to instruct the Bank whether to credit an account in its name for the shares, provided that before the account is credited, the Offeree has paid to the Bank and/or the Trustee any tax applicable by law for the release of the shares from the Trustee, whether in cash or by means of an irrevocable instruction to sell a quantity of shares whose value after deduction of withholding tax is identical to the tax liability for the transfer of the shares to the account in the name of the employee.

It is clarified that for the purpose of calculating the number of exercise shares under the net exercise mechanism, the Board of Directors shall be entitled to determine, at the time of making the allotments, instructions and conditions regarding the implementation of the aforementioned mechanism, in accordance with and subject to the provisions of Section 102 and the provisions of the Tax Authority. In any case where, as a result of calculating the number of exercise shares under the net exercise mechanism, the Bank is required to allot fractions of a share, the Bank shall not allot fractions of a share, and the number of shares allotted to the Offeree shall be rounded down for each fraction of a share less than 0.5, and up for each fraction of a share greater than or equal to 0.5.

- m. The warrants shall not be listed for trading on the Stock Exchange. The exercise shares issued as a result of the exercise of the warrants shall be listed for trading on the Stock Exchange. In this context, the Bank shall apply to the Stock Exchange immediately after the publication of this report with a request to receive its approval in principle to list the shares for trading. In accordance with the Stock Exchange's regulations, the

shares shall be listed in the register of shareholders of the Bank in the name of the nominee company.

n. The shares that will be allotted to the Offeree in the event of the exercise of the options allotted according to this report will be equal in their rights to the existing shares in the capital of the Bank for all purposes.

o. Additional provisions, adjustments and provisions for the protection of the Offeree

1. Mergers and acquisitions - If the Bank is a party to an agreement or arrangement for the exchange of shares (such as a merger or reorganization transaction) (the “**Exchange Transaction**”) in which it is proposed to the shareholders of the Bank to exchange these shares for securities of some other corporation (the “**Other Corporation**”), the Bank will act to ensure that the Other Corporation undertakes to allot to the Offerees, if the Offerees exercise after the exchange transaction in accordance with the terms of the warrants, the securities that were offered as aforesaid to the shareholders of the Bank, as if the Offerees were the holders of the exercise shares on the record date for the purpose of the said Exchange Transaction.

In the event of such Exchange Transaction, the Bank may require the Offerees for all warrants held by them or for them and which have not yet been exercised, to receive warrants exercisable for shares of the other corporation, in lieu of the Bank's options held by them, in accordance with the exchange ratio to be determined for all shareholders of the Bank, provided that the total amount of the exercise price for all exchange warrants that will be allotted will be equal to the total amount of the exercise price for all those warrants held by or for the Offerees and that have not yet been exercised,

2. Liquidation - If a decision is made to voluntarily liquidate the Bank while there are warrants that have not yet been exercised by virtue of this allotment, in the event of voluntary liquidation, each holder of a warrant will be considered as having exercised his right to exercise the option for the share immediately upon the decision to liquidate, without the need for the terms of the exercise notice. The exercise increment will be deducted from the payments that will be transferred to the shareholders in connection with the liquidation.

3. Technical changes in the Bank's capital - In any case where a change occurs in the issued share capital of the Bank by way of a share split, share consolidation, change in the Bank's capital structure or any similar event by or of the Bank, then the number and type of shares within the framework of this grant or the shares exercisable as a result of the exercise of the warrants granted by virtue of this grant, and/or the exercise increment, will be adjusted proportionally in order to proportionally preserve the number of shares and their cumulative exercise increment, and provided that no such adjustments are made following the distribution of rights in respect of issued shares.

4. Distribution of Bonus Shares - If, during the term of the warrants, the Bank distributes bonus shares to its ordinary shareholders, the rights of the Offerees will be preserved as follows: Immediately after the record date for the distribution of the bonus shares (the “**Record Date**”), the number of exercise shares to which the Offeree is entitled to receive will increase, by adding the number and type of shares

to which the Offeree would have been entitled, as bonus shares, which would have been additional had he exercised the options (which he had not yet exercised) immediately before the record date. It is clarified that the aforementioned adjustment will apply to all warrants that vested by the record date (including with respect to such warrants that the Offeree was not entitled to exercise on the record date).

5. Dividend distribution - If the Bank distributes a dividend, and the effective date for its distribution precedes the exercise date of the warrants, including warrants whose vesting date has not yet arrived, the exercise increment will be reduced by the amount of the dividend distributed by the Bank and the rights of the Offerees in the warrants will be reserved (“Dividend Adjustment”). It is clarified that in any case in which the Bank distributes a dividend and on the record date for the distribution of the dividend, the trustee held exercise shares for any of the Offerees, the Bank will transfer to the trustee dividend amounts in respect of the exercise shares held by the trustee as mentioned for each Offeree, the trustee will deduct tax at source according to law, if and to the extent required, and will then transfer the dividend amounts (after tax deduction) to the Offeree.
6. Offer by way of rights - In the event of an issue of rights by the Bank to the ordinary shareholders during the period of the warrants, on the “ex-rights” date the exercise price of each warrant (which has not been exercised by this date) will be reduced by an amount equal to the benefit component. It is clarified that the aforementioned adjustment will apply to all warrants (including with respect to warrants that the Offeree was not entitled to receive or exercise on the record date of the issuance of the rights).

For this section, the “benefit component” means: the difference between the share price on the stock exchange which, according to the provisions of the rights placement prospectus, served as the basis for calculating the “ex-rights” share price specified in the prospectus, and the “ex-rights” share price according to the aforementioned prospectus.

Notwithstanding the provisions of this section, in no case shall the exercise increment of any option be less than the nominal value or a minimum amount to be determined in the Stock Exchange's regulations, to the extent determined (and all subject to any law and the Stock Exchange's regulations).

For the avoidance of doubt, in any case of adjustments under this section, the Offerees shall not be entitled to receive a portion of one entire share and the number of shares allotted to each Offeree and Offeree shall be rounded up to the nearest share and the provisions of the capital compensation plan shall apply in this regard.

The warrants may not be exercised on the record date for the distribution of bonus shares, an offer by way of rights, a dividend distribution, a capital consolidation, a capital split or a capital reduction (each of the above shall be referred to as: a “**Bank Event**”). If the ex-date of a Bank Event occurs before the record date of a Bank Event, the options will not be exercised on the said ex-date.

Subject to receiving all approvals required by law and subject to the Tax Ordinance and the approval of the Tax Authority, as required, the Bank may decide, at its sole discretion, that certain circumstances that will be set forth in the decision or the

allotment agreement (including in the event of a change of control in the Bank as defined therein), justify an acceleration of the vesting period in whole or in part, all subject to the Bank's compensation policy and subject to law

3.2. **The Consideration**

The warrants are granted to the Offeree without any consideration, at the expense of existing components in the terms of his office and employment and without a change in the total cost of the Offeree's employment.

3.3. **Details of agreements between the Offeree and a shareholder in the Bank**

To the best of the Bank's knowledge and after checking with the Offerees, there are no written or oral agreements between any of the Offerees and another shareholder in the Bank's shares, or between the Offerees, all or some of them, and themselves, or between them and others regarding the purchase or sale of securities of the Bank or regarding voting rights in the Bank.

3.4. **Details of any prohibition or restriction on the execution of transactions in the offered securities that will apply to the Offeree, to the best of the Bank's knowledge**

- a. The allotment of the warrants pursuant to this report shall be subject to the provisions of Section 102 of the Ordinance, in the capital allotment track through a trustee (the said Section 102 and the regulations enacted and the rules established pursuant thereto, shall be collectively referred to as: the “**Provisions of Section 102**”), and inter alia:
 1. In accordance with the provisions of Section 102, the warrants shall be subject to a two-year tax blocking period during which the blocked warrants shall be deposited with a trustee to be appointed by the Bank. In accordance with the aforesaid, the warrants shall be allotted to the trustee for the Offeree, and the trustee shall act with respect to the warrants in accordance with the provisions of Section 102, as well as in accordance with the provisions of the trust, as shall be determined between the Bank and the trustee.
 2. Any tax liability in connection with the Warrants (including in connection with the grant, exercise or sale of the Warrants or the shares received upon exercise thereof) shall be imposed exclusively on the Offeree.
 3. The Trustee shall hold the Warrants until they are sold or until the tax applicable to the Offeree is paid, whichever is earlier and subject to regulatory limitations. If the Offeree wishes to sell the Exercise Shares before the applicable tax has been paid, it shall be entitled to do so through the Trustee subject to the terms of an arrangement to be made, if any, with the tax authorities, and subject to the payment of the tax. The Trustee shall be entitled to deduct any amount from the sale proceeds to secure the payment of the tax.
- b. It is noted that the Bank's Board of Directors may from time to time determine general restrictions on the Bank's employees and/or officers of the Bank, which may also apply to the Offeree, regarding periods in which restrictions apply in accordance with the Bank's policy on the prohibition of the use of inside information or Lock Up, or near

dividend distribution dates during which the Offeree will not be able to sell the exercise shares (or exercise the warrants).

- c. Without derogating from the provisions of the Bank's compensation policy for officers and this report, the Offeree will be subject to the provisions and restrictions set forth in applicable law, including the Securities Law and the regulations enacted pursuant thereto and the Income Tax Ordinance, and will also be subject to restrictions and provisions as determined by the Board of Directors from time to time, including restrictions regarding the use of inside information.

3.5. The Economic Value of the Warrants:

The fair value of the warrants offered according to this report on the date of approval of the allotment by the Board of Directors was calculated based on the Monte Carlo model and was estimated at approximately NIS 1,000,000 million (fair value per warrant – NIS 1.17). The main assumptions used in determining the fair value of the warrants are as follows:

- Calculation date: April 14, 2026
- The closing price in shekels of the Bank's shares on the stock exchange on the day preceding the date of approval of the allotment by the Board of Directors: NIS 76.4
- Standard deviation: 27.05% (standard deviation of Bank Leumi's share for the option period).
- Payment date: 4 years from the date of grant
- Number of steps until payment: 96
- Number of simulations: 10,000
- Risk-free interest rate for 4 years based on a fair spread as of the measurement date (December 31, 2025) – 3.66%.

Additional parameters for modeling Leumi Partners' value:

- The underlying asset (Leumi Partners' profit at the end of 2025, minus a one-time gain from the loss of control of the underwriting company) – NIS 399 million
- Standard deviation: 32.3%

4. Additional Details with respect to the Allotment of the Warrants

4.1. Method of approving the resolution on the agenda and the information presented to the organs that approved the resolution

In order to make the resolution on the agenda, the members of the Compensation Committee and the Board of Directors of the Bank took into account the following:

- a. The compensation policy of the Bank's officers, the outline of the allotment of options in accordance with the Private Placement Report and the Bank's capital compensation plan, and the legal provisions applicable to the Bank, including the Compensation Limitation Law, the Companies Law and Directive A301.

- b. The allotment of the options to the CEO, against and at the expense of his existing employment cost at the Bank, is not intended to increase the total cost of employing the CEO at the Bank or to affect the overall terms of office and employment of the CEO, including the manner in which the terms of office and employment comply with the limitations and ceilings set forth in the Bank's compensation policy for officers and in the Compensation Limitation Law.

4.2. **Identity of the directors who participated in the discussions of the Compensation Committee and the Board of Directors in which the allotment of the options to the CEO was discussed**

- a. Members of the Compensation Committee: Mr. Zvika Negan (Chairman of the Committee), Mr. Sasson Elia, Ms. Leah Schwartz Ruth, Prof. Yedidiya Stern and Dr. Naomi Spirer Balfer, participated in the Compensation Committee meeting at which the allotment of the options to the CEO was discussed and approved.
- b. Members of the Board of Directors: Mr. Uri Alon (Chairman of the Board of Directors), Mr. Sasson Elia, Mr. Ram Belinkov, Ms. Esther Deutsch, Mr. Zvika Naggan, Mr. Dan Alexander Kohler, Ms. Leah Schwartz Ruth, Prof. Yedidiya Stern, Ms. Irit Shlomi and Dr. Naomi Spirer Balfer, participated in the Board of Directors meeting at which the allotment of the options to the CEO was discussed and approved.

4.3. **Directors who have a personal stake in the approval of the proposed terms of office**

Directors of the bank do not have a personal stake in the approval of the proposed terms of office

4.4. **Summary of the reasons of the Compensation Committee and Board of Directors for approving the allotment of the options to the CEO**

- a. The allotment of the warrants to the CEO is against and at the expense of his existing employment cost at the Bank. This proposed arrangement allows the Bank to incentivize the CEO through compensation by options, in a manner that reflects a significant expression of confidence in the CEO's ability to continue to lead the Bank and the Group to strong performance and allows the Bank to link the compensation to the Bank's goals and accordingly increase his identification with the Bank and its objectives. This is without the aforementioned arrangement increasing the total cost of employing the CEO or affecting the manner in which the terms of his office and employment comply with the limitations and ceilings set forth in the Compensation Policy and the Compensation Limitation Law.
- b. The warrants set a ceiling for the increase in the value of Leumi Partners, while limiting the value of the potential financial benefit, in a manner that creates an appropriate balance between the incentives for the CEO and limiting the incentives for taking excess risks.
- c. The exercise of the warrants will also be conditional on the bank's compliance with the bank's capital adequacy ratios at the time of exercise, in a manner that reflects an appropriate weight for sound and effective risk management.
- d. The details and terms of the options, including the terms of granting the options pertaining to this resolution and the conditions for their exercise, are in accordance

with the provisions of the Companies Law and Directive A301, the limitations of the Compensation Limitation Law, the compensation policy, and in accordance with and subject to the Bank's risk appetite limits, all while maintaining a solid capital base.

- e. In light of all of the above, the members of the Compensation Committee and the Board of Directors believed that granting the warrants as mentioned is preferable at this time and under the circumstances, to granting shares, is in the best interest of the Bank, and is reasonable and fair under the circumstances.

4.5. **Details regarding the Terms of Office and Employment of the CEO**

- א. For details of the terms of office and employment of the CEO, see the disclosure regarding the salary of senior officers on page 333 and onward of the Bank's periodic report for 2025 and also see Appendix C to the notice of the Bank's general meeting dated November 10, 2019 (Reference No.: 2019-01-096531).
- ב. For tabular disclosure in accordance with the Sixth Supplement to the Reporting Regulations of the terms of office and employment of the CEO see **Appendix C** to this meeting summons report.

5. **The Proposed Resolution**

To approve the allotment of the warrants to the Bank's CEO, Mr. Hanan Friedman, in accordance with the provisions of Section 272(C1)(1) to the Companies Law

6. **The Majority Required to Adopt the Resolution:**

In accordance with the provisions of section 272(c1)(1) of the Companies Law, and bearing in mind that the bank is a corporation without a controlling interest, the majority required to adopt a resolution in respect to this issue is a simple majority of the total voting rights of all the shareholders who are entitled to vote and who voted themselves, provided that one of the following is met:

- a. The number of majority votes will include the majority of all the participants in the vote who do not have a personal stake in the approval of the resolution; or
- b. The total number of dissenting votes from among the shareholders set forth in subsection (1) above shall not exceed 2% of all the voting rights in the bank.

When counting the votes of the said shareholders the votes of the abstainers will not be taken into account.

This report was signed on behalf of the Bank on April 16, 2026.

Sincerely,
Bank Leumi le-Israel B.M.

By Adv. Nitzan Sandor, the Chief Legal Advisor and CPA Hagit Argov, the Head of the Finance and Accounting Division

Appendix A - General Meeting Procedures

a. Voting at a Meeting

1. The Record Date and Proof of Ownership

- a. The record date for determining the entitlement of a shareholder in the bank to vote in the general meeting above, as stated in section 182 of the Companies Law and regulation 3 of the Proxy Statement regulations, is April 23, 2026.
- b. In accordance with the Companies Regulations (Proof of Share Ownership for Voting at the General Meeting), 5760 - 2000 (“**Proof of Ownership Regulations**”), a shareholder who has shares registered at a stock exchange member in his favor and those shares were included among the bank's shares registered in the shareholders’ register in the name of a nominee company (“**Unregistered Shareholder**”) and wishes to vote at the general meeting, will submit to the bank a confirmation from the member of the stock exchange with whom the share is registered in his favor, regarding his ownership of the share, on the record date, in accordance with form 1 in the addendum to the proof of ownership regulations (“**Confirmation of Ownership**”).
- c. An unregistered shareholder is entitled to receive the confirmation of ownership from a member of the stock exchange through which he holds the share, at the branch of the member of the stock exchange or by mail to his address in exchange for delivery fees only, if he so requests. A request in this matter will be given in advance for a specific securities account.
- d. Furthermore, an unregistered shareholder may instruct the member of the stock exchange that his confirmation of ownership be transferred to the bank through the electronic voting system. Registration in the electronic voting system that operates according to Mark 60 of Chapter G’2 of the Securities Law, 5728-1968 (the “**Electronic Voting System**”) is the same as confirmation of ownership according to the proof of ownership regulations.

2. Legal Quorum and Date of the Adjourned Meeting

- a. In accordance with the bank's articles of association, the legal quorum for holding the meeting is the presence of three or more shareholders, present in person or by proxy, within half an hour of the time set for the opening of the meeting.
- b. If a quorum is not present within half an hour of the time set for the opening of the meeting, it will be postponed to Tuesday, June 2, 2026. At the same place at 14:00.
- c. If there is no legal quorum at the adjourned meeting as mentioned, two shareholders present by themselves will constitute a legal quorum, and they will be entitled to deal with the matters for which the meeting was called.
- d. In determining the legal quorum, the votes of shareholders who voted using a proxy statement, as defined in section 87 of the Companies Law, will also be taken into account, as well as the votes of unregistered shareholders who voted through the electronic voting system.

3. Methods of Voting at a Meeting

- a. Shareholders, who are entitled to participate in the meeting and vote, may do so, according to their choice, in one of the following ways: (1) attend the meeting and vote in person or appoint a proxy to attend the meeting and vote in their place, according to a letter of appointment and power of attorney, as set forth in section 4 hereafter; (2) vote using a proxy statement, as set forth in section 5 hereafter; (3) an unregistered shareholder will also be entitled to vote using the electronic voting system, as set forth in section 7 hereafter.

- b. In accordance with section 83(d) of the Companies Law, if a shareholder voted in more than one way, his later vote will be counted; In respect to this matter, a shareholder's vote by himself or by proxy will be considered later than a vote by means of a proxy statement or a vote by means of the electronic voting system.

4. **Participation in the meeting and voting by the shareholder himself or by proxy**

- a. A non-registered shareholder, who wishes to attend the meeting and vote in person, will present the confirmation of ownership form to the company, as set forth in sections 1 b above and 9 hereafter, until the system locking time, as defined in section 7 hereafter. A shareholder whose shares are registered in his name in the bank's shareholders' register is not required to present proof of ownership as stated.
- b. A shareholder, who is entitled to be present and vote at the general meeting, may appoint a proxy or proxies who will be present and vote in his place. A proxy does not need to be a shareholder himself of the bank. In order for the appointment of a proxy to be valid, the letter of appointment and the power of attorney according to which the letter of appointment was signed (if the letter of appointment was signed under a power of attorney) must arrive at the bank's registered office no less than 48 hours before the date of the general meeting. In the case of an unregistered shareholder, confirmation of ownership from the member of the stock exchange must be attached to the letter of appointment, as set forth in section 1 above, unless the confirmation of ownership was transferred to the bank through the electronic voting system.
- c. A shareholder or proxy who wishes to be present and/or vote at the general meeting will be required to identify himself upon arriving at the general meeting by presenting an identification card (identity card or valid passport or driver's license). An unregistered shareholder (or his proxy) will also be required to present the confirmation of ownership form, as mentioned above, unless his confirmation of ownership was transferred to the bank through the electronic voting system. A proxy of a shareholder whose shares are registered in his name in the bank's shareholders' register is not required to present confirmation of ownership as stated.
- d. Anyone who is not a shareholder or his proxy, or a shareholder or their proxy who does not present at the time of the meeting an identification card as mentioned and a certificate of ownership valid as of Thursday, April 23, 2026 will not be entitled to be present and vote at the general meeting.
- e. The letter of appointment will also be valid with respect to an adjourned meeting of the meeting to which the letter of appointment refers, unless otherwise specified in the letter of appointment, provided that the adjourned meeting will convene on the date specified in Section 2B above.

5. **Proxy Statement**

- a. Shareholders (including unregistered shareholders) of the bank, who wish to vote at the meeting without attending the meeting and without sending a proxy, may vote on the issues on the agenda by means of a proxy statement.
- b. A shareholder (including a non-registered shareholder), who is entitled to be present and vote at the meeting, may vote by proxy statement regarding all resolutions on the agenda, in accordance with the Companies Law, and the Proxy Statement regulations.
- c. Voting by proxy statement will be done on the second part of the proxy statement as published on the Securities Authority's distribution website.

- d. The following are the addresses of the distribution website of the Securities Authority and the website of the Tel Aviv Stock Exchange, where you can find the wording of the proxy statement:

The Distribution Website of the Israel Securities Authority: <http://www.magna.isa.gov.il>

The Announcements Website of the Stock Exchange: <http://maya.tase.co.il>

- e. A shareholder may contact the bank directly and receive from him the wording of the proxy statement.
- f. A shareholder's vote by means of a proxy statement will be considered as if he attended and participated in the general meeting both for the purpose of the legal quorum required at the meeting and for the purpose of calculating the results of the vote.

6. The Deadline for Submitting a Proxy Statement to the Bank

- a. A shareholder (including a non-registered shareholder) who wishes to vote by means of a proxy statement shall present the proxy statement to the bank, in the manner set forth in section 3 A above, up to 4 hours before the time of the meeting (in other words, by 10:00 in the morning on Tuesday, May 26, 2026). The proxy statement will be valid - for an unregistered shareholder - only if it is accompanied by the confirmation of ownership sent by the system locking time (or if the confirmation of ownership is sent through the electronic voting system), and for a shareholder registered in the bank's shareholder's register - only if a copy of the identity card, passport or certificate of incorporation is attached to it.
- b. The stock exchange member will send, free of charge, by e-mail, a link to the wording of the proxy statement and the position notices, on the Authority's distribution website, to every shareholder who is not registered in the shareholders' register and whose share is registered with that stock exchange member, unless the shareholder has notified that he is not interested in this, provided that the notice was given regarding a specific securities account and at a time prior to the record date.
- c. A shareholder may up to 24 hours before the date of the convening of the general meeting, contact the registered office of the bank, and after proving his identity, withdraw the proxy statement and the confirmation of ownership. If he did so, he would be able to vote only during the general meeting itself (to the extent that he is a registered shareholder in the bank's shareholders' register or to the extent that he is a non-registered shareholder) as well as through the electronic voting system and the provisions in section 3 B' above will apply mutatis mutandis and his later vote will be counted.

7. Electronic Voting System

- a. Unregistered shareholders may vote on all the issues on the agenda of the general meeting, also by means of the electronic proxy statement that will be delivered to the bank through the electronic voting system.
- b. A non-registered shareholder may notify by 12:00 noon of the record date, in a written notice to the member of the stock exchange, that will be forwarded to the bank by the member of the stock exchange through the electronic voting system, that he does not wish to be included in the list of shareholders entitled to vote through the electronic voting system.
- c. The stock exchange member will transfer to each of the said unregistered shareholders the details required for voting in the electronic voting system, including an access code and identification for voting in the electronic voting system.

- d. Starting from the end of the record date and up to 6 hours before the time of the general meeting (in other words, until 8:00 in the morning on Tuesday, May 26, 2026) (hereinafter: the “**System Locking Time**”), the electronic voting system will allow the aforementioned unregistered shareholders to enter into the electronic voting system, while identifying and using the unique access code issued by the stock exchange member, and vote or change or cancel their previous vote regarding the general meeting called according to this meeting summons report.
- e. The electronic vote will be able to be changed or canceled until the system locking time only with regard to the general meeting called according to this meeting summons report, and it will not be possible to change it through the system after this time. This does not derogate from the right of a non-registered shareholder to change his vote by participating in the meeting and voting in it (including by proxy) and in this matter the provisions in section 3b’ above shall apply mutatis mutandis and his later vote will be counted.
- f. Where a meeting has been terminated after discussion of a certain issue(s) and a continued meeting has been scheduled, the electronic voting system will be activated again in the continued meeting and it will be possible to vote through it only in relation to issues that have not yet been discussed in the original meeting. Where a meeting has been postponed (due to the lack of a quorum), the electronic voting system will be restarted at the adjourned meeting and it will be possible to vote through it at the adjourned meeting in relation to all issues.
- g. A non-registered shareholder, who submitted a certificate of ownership to the company through the electronic voting system and requests to vote by other voting means, is not required to submit a new ownership certificate to the company for the purpose of voting at the adjourned meeting or the continued meeting.
- h. The votes cast through the electronic voting system up to the system locking time will be tallied (as long as they are not changed later by the voter) as part of the results of the meeting (including adjourned or continued), both for the purpose of the legal quorum required at the meeting and for the purpose of calculating the voting results.

8. Position Notices

- a. The deadline for submitting position notices to the bank, as defined in Section 88 of the Companies Law, is by Friday, May 15, 2026 (inclusive). A position notice, which will include the response of the bank’s board of directors, will be published (if it is decided to publish it) by Thursday, May 21, 2026 (inclusive).
- b. A shareholder may contact the bank directly and receive from it the wording of the position notices (if such shall exist).
- c. It is possible to review the position notices on the Securities Authority’s distribution website and on the stock exchange’s announcements website, as set forth in section 5 above.

9. The Manner of Submitting Documents to the Bank

The documents that the shareholders must submit to the bank in accordance with the above instructions (including, power of attorney, letter of appointment, certificates of ownership, proxy statements, position notices, etc.), can be submitted by the times set forth above, to the registered office of the bank, at 3 Abba Hillel Silver Street, Lod, by hand delivery or by registered mail or by e-mail (David_S@bll.co.il).

10. **Reviewing Documents**

Documents relating to the resolutions on the agenda of the general meeting can be viewed at the bank's secretariat, at the bank's registered office (Building M4, 6th floor), Abba Hillel Silver St., Lod, Tel.: 076-8859419, Sundays -Thursdays, between the hours of 08:00 to 15:00 as well as on the Securities Authority's distribution website and the stock exchange's announcements website, as set forth in section 5 above.

Appendix B - Holding rates before and after the allotment pertaining to this report

1. Amount and percentage of capital and voting rights held prior to the allotment pertaining to this report*			
Name	Number of shares	Warrants	Percentage in the capital and in voting**
The Phoenix Investment House Ltd. - Mutual Funds	22,661,882	-	1.53%
The Phoenix Investment House Ltd. – Market Making	-264	-	0.00%
The Phoenix Financial Ltd. – Provident Funds	79,560,983	-	5.38%
The Phoenix Financial Ltd. – Nostro	2,490,495	-	0.17%
The Phoenix Financial Ltd. – Participating	528,181	-	0.04%
Harel Insurance Investments and Financial Services Ltd. – Mutual Funds and ETFs	24,145,223	-	1.63%
Harel Insurance Investments and Financial Services Ltd. – Provident Funds	62,096,766	-	4.20%
Harel Insurance Investments and Financial Services Ltd. – Nostro	5,081,067	-	0.34%
Menorah Mivtahim Holdings Ltd. – Nostro	872.642	-	0.06%

1. Amount and percentage of capital and voting rights held prior to the allotment pertaining to this report*

Name	Number of shares	Warrants	Percentage in the capital and in voting**
Menorah Mivtahim Holdings Ltd. – Provident Funds	81,158,780	-	5.49%
Friedman Hanan	78,384	175,025	0.01%
The other officers***	118,630	4,783,708	0.01%
Public	1,199,229,126	18,143,067	81.14%
Total	1,478,021,895	23,101,800	100%

2. After the allotment (without dilution)

Name	Number of shares	Options	Percentage in the Capital and in Voting without dilution*
The Phoenix Investment House Ltd. - Mutual Funds	22,661,882	-	1.53%
The Phoenix Investment House Ltd. – Market Making	-264	-	0.00%
The Phoenix Financial Ltd. – Provident Funds	79,560,983	-	5.38%
The Phoenix Financial Ltd. – Nostro	2,490,495	-	0.17%

2. After the allotment (without dilution)			
Name	Number of shares	Options	Percentage in the Capital and in Voting without dilution*
The Phoenix Financial Ltd. – Participating	528,181	-	0.04%
Harel Insurance Investments and Financial Services Ltd. – Mutual Funds and ETFs	24,145,223	-	1.63%
Harel Insurance Investments and Financial Services Ltd. – Provident Funds	62,096,766	-	4.20%
Harel Insurance Investments and Financial Services Ltd. – Nostro	5,081,067	-	0.34%
Menorah Mivtahim Holdings Ltd. – Nostro	872,642	-	0.06%
Menorah Mivtahim Holdings Ltd. – Provident Funds	81,158,780	-	5.49%
Friedman Hanan	78,384	1,029,725	0.01%
The other officers***	118,630	4,783,708	0.01%
Public	1,199,229,126	18,143,067	81.14%
Total	1,478,021,895	23,956,500	100%

3. After the allotment (fully diluted)		
Name	Number of shares	Percentage in the capital and in voting fully diluted *
The Phoenix Investment House Ltd. - Mutual Funds	22,661,882	1.53%
The Phoenix Investment House Ltd. – Market Making	-264	0.00%
The Phoenix Financial Ltd. – Provident Funds	79,560,983	5.37%
The Phoenix Financial Ltd. – Nostro	2,490,495	0.17%
The Phoenix Financial Ltd. – Participating	528,181	0.04%
Harel Insurance Investments and Financial Services Ltd. – Mutual Funds and ETFs	24,145,223	1.63%
Harel Insurance Investments and Financial Services Ltd. – Provident Funds	62,096,766	4.19%
Harel Insurance Investments and Financial Services Ltd. – Nostro	5,081,067	0.34%
Menorah Mivtahim Holdings Ltd. – Nostro	872,642	0.06%
Menorah Mivtahim Holdings Ltd. – Provident Funds	81,158,780	5.48%
Friedman Hanan**	331,109	0.02%
The other officers***	1,342,726	0.09%

3. After the allotment (fully diluted)		
Name	Number of shares	Percentage in the capital and in voting fully diluted *
Public	1,200,719,897	81.08%
Total	1,480,989,487	100%

4. After the allotment assuming full dilution of the CEO			
Name	Number of shares	Number of warrants	Percentage in the capital and in voting fully diluted of the CEO *
The Phoenix Investment House Ltd. - Mutual Funds	22,661,882	-	1.53%
The Phoenix Investment House Ltd. – Market Making	-264	-	0.00%
The Phoenix Financial Ltd. – Provident Funds	79,560,983	-	5.38%
The Phoenix Financial Ltd. – Nostro	2,490,495	-	0.17%
The Phoenix Financial Ltd. – Participating	528,181	-	0.04%
Harel Insurance Investments and Financial Services Ltd. – Mutual Funds and ETFs	24,145,223	-	1.63%
Harel Insurance Investments and Financial Services Ltd. – Provident Funds	62,096,766	-	4.20%

4. After the allotment assuming full dilution of the CEO			
Name	Number of shares	Number of warrants	Percentage in the capital and in voting fully diluted of the CEO *
Harel Insurance Investments and Financial Services Ltd. – Nostro	5,081,067	-	0.34%
Menorah Mivtahim Holdings Ltd. – Nostro	872,642	-	0.06%
Menorah Mivtahim Holdings Ltd. – Provident Funds	81,158,780	-	5.49%
Friedman Hanan	331,109	-	0.02%
Officers **	110,322	4,783,708	0.01%
Public	1,198,984,709	18,143,067	81.12
Total	1,478,021,895	22,926,775	100%

*The data in relation to the number of shares of the institutional shareholders as of December 31, 2025. Net of dormant shares as of March 14, 2026

**The data regarding full dilution to the CEO refers to the maximum number of exercise shares that can actually be allotted by virtue of the exercise of all the allotted warrants as described in this notice, i.e. 77,700 ordinary shares.

*** Officers – as defined in the Securities Law, 5728 - 1968

Appendix C - Tabular disclosure in accordance with the Sixth Supplement to the Regulations reporting the terms of office and employment of the CEO

Following are additional details regarding the expected compensation to which the CEO will be entitled for the years 2026 and 2027 (in thousands of NIS and in terms of cost to the bank, assuming employment for a full calendar year, without indexation and without updates):

	Scope of Position	Holding rate in the Bank's capital ¹	Salary ²	Grants ⁴	Social contributions ³	Balance of the benefits ⁵	Grant based on shares / options ⁶	Total	Interest value	Social contributions according to law
2026	100%	0.01%	3,331	-	588	68	356	4,343	-	498
2027	100%	0.01%	3,270	-	578	68	417	4,333	-	489

- (1) 78.834 shares as of June 30, 2025. In addition, the CEO of the Bank holds 175,025 warrants convertible into Bank shares.
- (2) The calculation presented in this table regarding the 2026 salary was made assuming the allotment of the options on June 1, 2026, and accordingly was calculated based on 5 months of current salary and 7 months of current salary minus the monthly distribution for the allotment of the options. The calculation regarding the 2027 salary was calculated as 12 months of current salary minus the monthly distribution for the allotment of the options.
- (3) Social contributions include contributions for severance pay, (pension) benefits, an education fund up to the statutory cap, and National Insurance.
- (4) The CEO is not entitled to a variable annual bonus.
- (5) The value of the benefits is calculated based on the proportional portion actually paid to date in 2026.
- (6) Subject to the approval of this General Meeting, the CEO will be entitled to options with a value at the date of grant of approximately NIS 1,000,000 against and at the expense of his existing employment cost. The cost presented in the table is the expected cost spread for the years 2026 and 2027.

Note: English translations of Immediate Reports of Bank Leumi are for convenience purposes only. In the case of any discrepancy between the English translation and the Hebrew original, the Hebrew will prevail.

The original Hebrew version is available on the distribution website of the Israel Securities Authority: <http://www.magna.isa.gov.il/>