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

FORM 20-F

(Mark One)

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☐ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report

For the transition period from to

Commission file number 001-39461

NANO-X IMAGING LTD
(Exact name of Registrant as specified in its charter)

N/A
(Translation of Registrant's name into English)

State of Israel
(Jurisdiction of incorporation or organization)

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Petach Tikva, Israel 4970602
(Address of principal executive offices)

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(Name, Telephone, Email and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act.

Title of each class	Trading Symbol	Name of each exchange on which registered
Ordinary Shares, par value NIS 0.01 per share	**NNOX**	**The NASDAQ Stock Market LLC**

Securities registered or to be registered pursuant to Section 12(g) of the Act: None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report: 69,590,228 Ordinary Shares as of December 31, 2025.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐	Emerging growth company	☐

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

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this annual report:

U.S. GAAP ☒	International Financial Reporting Standards as issued by the International Accounting Standards Board ☐	Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow. Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by checkmark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes ☐ No ☐

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INTRODUCTION

NANO-X IMAGING LTD was incorporated under the laws of the State of Israel on December 20, 2018 and commenced operations on September 3, 2019. Unless the context otherwise requires, all references to "Nanox," "we," "us," "our," the "Company" and similar designations refer to NANO-X IMAGING LTD, an Israeli company, and its consolidated subsidiaries. Unless derived from our financial statements or otherwise noted, the terms "shekels" and "NIS" refer to New Israeli Shekels, the lawful currency of the State of Israel, the terms "dollar" or "$" refer to U.S. dollars, the lawful currency of the United States, and "KRW" refers to Korean Won, the lawful currency of South Korea.

FORWARD-LOOKING STATEMENTS

The forward-looking statements made in this annual report relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this annual report to reflect events or circumstances after the date of this annual report or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments.

All statements that are not historical facts contained in this annual report on Form 20-F are forward-looking statements. These forward-looking statements include information about possible or assumed future results of our business, financial condition, results of operations, prospects, liquidity, plans and objectives. In some cases, you can identify forward-looking statements by terminology such as "can," "might," "believe," "may," "estimate," "continue," "anticipate," "intend," "should," "plan," "could," "expect," "predict," "potential," or the negative of these terms or other similar expressions. Forward-looking statements are based on information we have when those statements are made or our management's good faith belief as of that time with respect to future events, and are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. Forward-looking statements include, but are not limited to, statements concerning:

- the initiation, timing, progress and results of our research and development, manufacturing and commercialization activities with respect to our X-ray source technologies, the Nanox.ARC or the Nanox.ARC X, and the Nanox.CLOUD, which comprise the Nanox System;
- our ability to successfully demonstrate the feasibility of our technology for commercial applications;
- our history of recurring losses and negative cash flows from operating activities, significant future commitments and the uncertainty regarding the adequacy of our liquidity to pursue our complete business objectives, and substantial doubt regarding our ability to continue as a going concern;
- our expectations regarding the necessity of, timing of filing for, and receipt and maintenance of, regulatory clearances or approvals regarding our technology, the Nanox.ARC, or the Nanox.ARC X, and the Nanox.CLOUD from regulatory agencies worldwide and our ongoing compliance with applicable quality standards and regulatory requirements;
- our ability to manufacture the Nanox.ARC and the Nanox.ARC X, at a lower cost than medical imaging systems that use a legacy analog X-ray source;
- the pricing structure of our products and services, once such products and services receive regulatory clearance or approval;
- the implementation of our business models;
- the ability to successfully integrate the business of companies that we have acquired and to realize the anticipated benefits of the acquisitions, which may be affected by, among other things, competition, brand recognition, the ability of the acquired company to grow and manage growth profitably and retain its key employees;
- our expectations regarding collaborations with third-parties and their potential benefits, including the Company's dependence on distribution partners to deploy and sell Nanox.ARC systems and the risk that such partners may not perform as expected;
- our reliance on and shift toward distribution collaborations and commercial partnerships with established medical imaging providers to scale the deployment of Nanox.ARC system, our expectations regarding the performance of our distribution partners and the timing and extent of system purchases under commercial agreements;
- our ability to enter into and maintain commercially reasonable arrangements with third-party manufacturers and suppliers to manufacture the Nanox.ARC and Nanox.ARC X, including risks associated with transitioning to an outsourced manufacturing model as part of the restructuring plan, and reliance on third-party international manufacturing partners;
- our ability to conduct business globally, including our ability to secure and maintain our supply chain through third-party supply partners;

- the expected timing of completion of the restructuring, the anticipated restructuring and related charges, the expected reduction in structural and overhead costs, capital expenditures, and cash utilization, and the expected improvement in gross margins and operational efficiency;
- our liquidity position, including our ability to fund operations and manage cash utilization in light of negative operating cash flows;
- our expectations regarding when certain patents may be issued and the protection and enforcement of our intellectual property rights;
- our ability to operate our business without infringing the intellectual property rights and proprietary technology of third parties;
- regulatory developments in the United States and other jurisdictions;
- estimates of our expenses, future revenues, capital requirements and our needs for additional financing;
- the rate and degree of market acceptance of our technology and our products;
- development relating to our competitors and the medical imaging industry;
- our estimates of the adoption of the Medical Screening as a Service ("MSaaS") based model by market participants and our ability to negotiate, enter into and implement the MSaaS agreements;
- our estimates regarding the market opportunities for our technology and our products;
- our ability to attract, motivate and retain key executive managers;
- our ability to comply with data protection laws, regulations and similar rules and to establish and maintain adequate cyber-security and data protection;
- our ability to obtain third-party payor coverage or reimbursement of our Nanox System;
- our expectation regarding the maintenance of our foreign private issuer status;
- our expectations regarding changes in the global, national, regional or local economic, business, competitive, market, and regulatory landscape, including as a result of the security, political and economic instability in the Middle East that could harm our business, including due to the current war between Israel and Hamas and the ongoing conflict in Ukraine;
- claims, litigation and investigations we are or may be subject to in the future; and our success at managing other risks and uncertainties, including those listed under "Item 3. Key Information—D. Risk Factors."

Many important factors, in addition to the factors described above and in other sections of this annual report on Form 20-F, could adversely impact our business and financial performance. The forward-looking statements contained in this annual report on Form 20-F speak only as of the date of this annual report on Form 20-F and are subject to a number of known and unknown risks, uncertainties and assumptions, including those described under the sections in this annual report on Form 20-F entitled "Item 3. Key Information—D. Risk Factors" and "Item 5. Operating and Financial Review and Prospects" and elsewhere in this annual report on Form 20-F. Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified and some of which are beyond our control, you should not rely on these forward-looking statements as predictions of future events. Moreover, we operate in an evolving environment. New risks and uncertainties emerge from time to time, and it is not possible for our management to predict all risks and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from estimates or forward-looking statements. We qualify all of our forward-looking statements by these cautionary statements. Except as required by law, we undertake no obligation to update publicly any forward-looking statements after the date of this annual report on Form 20-F to conform these statements to actual results or to changes in our expectations.

PART I

Item 1. Identity of Directors, Senior Management and Advisors

Not applicable.

Item 2. Offer Statistics and Expected Timetable

Not applicable.

Item 3. Key Information

A. Reserved

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Risk Factors Summary

Risks Related to Our Business

- We are an initial launch-stage company with limited operating history. We expect to incur significant additional losses in the future and may never be able to effectuate our business plan or achieve significant revenues or reach profitability. Therefore, at this stage of our business, potential investors have a high probability of losing their entire investment.

- Management has concluded that there is substantial doubt about our ability to continue as a going concern, and the report of our independent registered public accounting firm contains an explanatory paragraph that expresses substantial doubt about our ability to continue as a "going concern", which could prevent us from obtaining new financing on reasonable terms or at all.

- We may need to obtain additional financing to fund our future operations. If we are unable to obtain such financing, we may be unable to complete the development and commercialization of our technology and our products and services

- We may not be able to successfully execute our business models.

- We have a limited operating history. If we successfully commercially launch the Nanox System, and it does not achieve widespread market acceptance, we will not be able to generate the revenue necessary to support our business.

- Although we received clearance from the FDA to market the Nanox.ARC and Nanox.ARC X (including the Nanox.CLOUD), and our Nanox AI software solutions have received FDA 510(k) clearances for specified indications, the products and services are not yet widely approved for third-party payor coverage or reimbursement.

- We expect to depend on third parties to manufacture the Nanox.ARC and the Nanox.ARC X and to supply certain component parts.
- In addition to our direct sales force, we rely on third-party distributors and partners to deploy and commercialize the Nanox.ARC and Nanox.ARC X, and any failure by distributors to perform their deployment, sales, or operational obligations, or any termination of or dispute under these arrangements, could materially delay our commercialization timelines, reduce our revenue, and adversely affect our business, financial condition, and results of operations.
- Defects, variability, or yield challenges in our proprietary digital X-ray source and tubes could impair product performance, trigger regulatory actions, and limit our ability to scale across our business models.
- If the Nanox.ARC or Nanox.ARC X exhibit instability or performance degradation over time or across units, including issues related to our MEMS-based X-ray source, we could face regulatory scrutiny, increased costs, reputational harm, and reduced revenues across our business models.
- Our efforts may never demonstrate the feasibility of our digital X-ray source technology, including both the micro-electro-mechanical systems ("MEMs") X-ray chips and tubes, for commercial applications.
- Two of our business models depend on the successful commercial application of the Nanox.CLOUD, which is subject to numerous risks and uncertainties.
- Our ability to generate revenue from our teleradiology services and AI solutions, as well as the other imaging offerings that we are developing will depend in large part on referrals from physicians.
- Our industry is highly competitive and is subject to technological change, which may result in new products or solutions that are superior to our technology or other future products we may bring to market from time to time.
- We could become subject to product liability claims, product recalls, warranty claims and professional malpractice liability claims that could be expensive, divert management's attention and harm our business reputation and financial results.
- We are highly dependent on key members of our executive management team.
- The mishandling or the perceived mishandling of sensitive information, or the occurrence of data security breaches, could harm our business.
- Our business may be impacted by changes in general economic conditions.

Risks Related to Our Intellectual Property

- It is difficult and costly to protect our intellectual property and our proprietary technologies, and we may not be able to ensure their protection.
- Patent terms may be inadequate to protect our competitive position on our future products for an adequate amount of time.
- Claims that our technology or our future products or the sale or use of our future products infringe the patents or other intellectual property rights of third parties could result in costly litigation or could require substantial time and money to resolve, even if litigation is avoided.

Risks Related to Government Regulation

- Our product candidates and operations are subject to extensive government regulation and oversight both in the United States and abroad, and our failure to comply with applicable requirements could harm our business.
- We may not receive, or may be delayed in receiving, the necessary clearances or approvals for our future products, and failure to timely obtain necessary clearances or approvals for our future products would adversely affect our ability to grow our business.
- Failure to comply with post-marketing regulatory requirements could subject us to enforcement actions, including substantial penalties, and might require us to recall or withdraw a product from the market.
- Changes in laws or regulations relating to data protection, or any actual or perceived failure by us to comply with such laws and regulations or our privacy policies, could materially and adversely affect our business or could lead to government enforcement actions and significant penalties against us, and adversely impact our operating results.
- If we do not obtain and maintain international regulatory registrations, clearances or approvals for our products, we will be unable to market and sell our products outside of the United States.

Risks Related to Owning Our Ordinary Shares

- Our share price may be volatile, and you may lose all or part of your investment.
- As a foreign private issuer, we are exempt from certain requirements that apply to domestic issuers and we are permitted to follow certain home country corporate governance practices instead of applicable SEC and Nasdaq requirements, which may result in less protection than is accorded to shareholders under rules applicable to domestic issuers.
- We may lose our foreign private issuer status which would then require us to comply with the Exchange Act's domestic reporting regime and cause us to incur significant legal, accounting and other expenses.
- Shares eligible for future sale may adversely affect the market for our ordinary shares and the issuance of additional ordinary shares as a result of the exercise of our outstanding warrants and options will dilute the percentage ownership of our other shareholders.
- Our management conducted an evaluation of the effectiveness of our internal control over financial reporting and concluded that our internal control over financial reporting was effective as of December 31, 2025. If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results or prevent fraud.

Risks Related to Our Operations in Israel

- Conditions in Israel could materially and adversely affect our business.

Risks Related to Our Business

We are an initial launch-stage company with limited operating history. We expect to incur significant additional losses in the future and may never be able to effectuate our business plan or achieve significant revenue or reach profitability. Therefore, at this stage of our business, potential investors have a high probability of losing their entire investment.

We are an initial launch-stage company, and are subject to all of the risks inherent in the establishment of a new business enterprise. While we began to generate revenue in the year ended December 31, 2021 through the sale of teleradiology services and the sale of AI solutions, following the completion of the acquisitions of Zebra Medical Vision Ltd. ("Zebra") (and subsequently changed its name to Nano-X AI Ltd ("Nanox AI")), USARAD Holdings, Inc., a Delaware corporation ("USARAD") and the assets of MDWEB, LLC ("MDWEB") in November 2021, we have a limited operating history and an unproven business plan upon which investors may evaluate our prospects. Our ability to scale these businesses depends on factors outside our control, including commercial adoption of AI decision-support tools by providers and payors, and sustained access to qualified, credentialed radiologists to read studies across multiple jurisdictions. We have obtained FDA clearances for the Nanox.ARC and Nanox.ARC X (including the Nanox.CLOUD), a multi-source 3D digital tomosynthesis system, for certain specified uses, and have produced dozens of systems to date. We deployed the Nanox System at several medical imaging and diagnostic testing centers across various states in the United States and in other countries, for demo, commercial, and clinical use. As we are in the initial stages of the commercial deployment of the Nanox System, we are still assessing and validating our Subscription Model, alongside the CapEx Model, both through direct and indirect sales. In addition, clinical operations of the Nanox System are expected to begin in additional sites, subject to certifications from the requisite regulatory authorities. We engaged Dagesh P.K. Ltd. ("Dagesh") to manufacture these first Nanox.ARC units in Israel on a purchase order basis, which are being used for the initial global deployment, among other purposes. Additionally, we have recently entered into a multi-year Volume Supply Agreement with Fabrinet, a leading global electronics manufacturing services provider from Singapore, to support the scalable manufacturing of Nanox.ARC X systems. Even if we are able to manufacture the Nanox.ARC and Nanox.ARC X we may not be able to do so at the low costs needed to support our business models, including the Subscription Model. We may not receive, or may be delayed in receiving, the necessary approval or clearance for our future products. We have a commercial arrangement for the licensing of our X-ray source but we have not entered into any arrangement under the Licensing Model.

Furthermore, even if our technology becomes commercially viable, our business models may not generate sufficient revenue necessary to support our business. We may never produce or deploy a sufficient number of Nanox Systems to validate the MSaaS-based medical imaging market, which may cause our business to fail. The Subscription Model is based on selling the Nanox System at low cost or no cost using a pay-per-scan pricing structure, which is pioneering for medical imaging companies and is subject to numerous risks. The medical imaging industry is also highly competitive and our technology, products, services or business models may not achieve widespread market acceptance. If we are unable to address any issues mentioned above, or encounter other problems, expenses, difficulties, complications, and delays in connection with the starting and expansion of our business, our entire business may fail, in which case you may lose your entire investment.

We have a history of net losses and negative cash flow from operations since inception and we expect such losses and negative cash flows from operations to continue in the foreseeable future. As of December 31, 2025, 2024, and 2023, we had working capital of approximately $50.0 million, $64.7 million, and $73.1 million, respectively, and shareholders' equity of approximately $139.7 million, $189.1 million and $195.5 million, respectively. For the years ended December 31, 2025, 2024, and 2023, we incurred net losses of approximately $75.0 million, $53.5 million and $60.8 million, respectively. As of December 31, 2025, 2024 and 2023, we had an accumulated deficit of approximately $448.8 million, $373.7 million and $320.2 million, respectively, and negative cash flow from operations of $40.8 million, $36.6 million and $44.8 million for the years ended December 31, 2025, 2024, and 2023, respectively. We anticipate our losses will continue to increase from current levels because we expect to incur additional costs related to developing our business, including commercialization of our products, research and development costs, manufacturing costs, employee-related costs, costs related to acquisitions, costs of complying with government regulations, intellectual property development and prosecution costs, service and training costs, sales and marketing expenses, capital expenditures, general and administrative expenses (including litigation costs), and costs associated with operating as a public company.

Our ability to generate significant revenue from our operations and, ultimately, achieve profitability will depend on, among others, whether we can complete the development and commercialization of our products and our services, including our X-ray source technology, the Nanox.ARC, Nanox.ARC X, and the Nanox.CLOUD, whether we can manufacture the Nanox.ARC and Nanox.ARC X on a commercial scale in such amounts and at such costs as we anticipate, and whether we can achieve market acceptance of our products, services and business models. We may never generate significant revenue or operate on a profitable basis. Even if we achieve profitability, we may not be able to sustain it.

Management has concluded that there is substantial doubt about our ability to continue as a going concern, and the report of our independent registered public accounting firm contains an explanatory paragraph that expresses substantial doubt about our ability to continue as a "going concern", which could prevent us from obtaining new financing on reasonable terms or at all.

Because we have had recurring losses and negative cash flows from operating activities, substantial doubt exists regarding our ability to remain as a going concern at the same level at which we are currently performing without taking reduction or efficiency steps. Accordingly, our independent auditors' report on our financial statements that appear in this Annual Report includes an explanatory paragraph that expresses substantial doubt about our ability to continue as a "going concern". The doubts regarding our potential ability to continue as a going concern may adversely affect our ability to obtain new financing on reasonable terms or at all. Further financial statements may include an explanatory paragraph with respect to our ability to continue as a going concern. There can be no assurance that we will succeed in generating sufficient revenues from our product sales to continue our operations as a going concern. If funds are not available to us, we may be required to delay, reduce the scope of, or eliminate research or development plans for, or commercialization efforts with respect to our products. This raises substantial doubts about our ability to continue as a going concern.

We may need to obtain additional financing to fund our future operations. If we are unable to obtain such financing, we may be unable to complete the development and commercialization of our technology and our products and services.

Our operations have consumed substantial amounts of cash since inception. Our net losses were $75.0 million, $53.5 million and $60.8 million for the years ended December 31, 2025, 2024 and 2023, respectively. In addition, significant resources were invested in the development of our X-ray source technology prior to us acquiring the technology. We anticipate that our future cash requirements will continue to be significant. While we generated revenue in the years ended December 31, 2023, 2024 and 2025 we expect that we will need to obtain additional financing to implement our business plan as described in this annual report on Form 20-F, such as the financings we consummated with a single institutional investor in July of 2023, and with a separate institutional investor in November of 2025, and the utilization of our Controlled Equity Offering^{SM} Sales Agreement, dated as of June 7, 2024 (the "Sales Agreement") with Cantor Fitzgerald & Co. and Mizuho Securities USA LLC relating to the issuance and sale from time to time of our ordinary shares, an aggregate offering price of up to $100 million from time to time through the Agents pursuant to the sales agreement. As of December 31, 2025 we have raised $46.1 million under the Sales Agreement. We will need to raise additional funds in order to complete the manufacture, shipping, installation and deployment of a significant number of Nanox System units, as well as to support the ongoing development of the Nanox.ARC, the Nanox.ARC X, and the Nanox.CLOUD. Such financings could include equity financing, which may be dilutive to shareholders, or debt financing, which would likely restrict our ability to borrow from other sources. In addition, such securities may contain rights, preferences or privileges senior to those of the rights of our current shareholders. Further, geopolitics tensions, inflation and rising interest rates across the global economy have resulted in, and may continue to result in, significant disruption of global financial markets, which may reduce our ability to access capital and may result in increased financing costs. Additional funds may not be available when we need them, on terms attractive to us, or at all. If adequate funds are not available on a timely basis, we may be required to curtail the development of our technology, products or services, or materially delay, curtail, reduce or terminate our research and development and commercialization activities. We could be forced to sell or dispose of our rights or assets. Any inability to raise adequate funds on commercially reasonable terms could have a material adverse effect on our business, financial condition, results of operation and prospects, including the possibility that a lack of funds could cause our business to fail and liquidate with little or no return to investors.

We operate in a capital intensive, high-cost industry that requires significant amounts of capital to fund operations. We incur capital expenditures to, among other things, manufacture and commercially deploy our Nanox Systems and products. To the extent we are unable to generate sufficient cash from our operations or we are unable to structure or obtain financing, we may be unable to meet our capital expenditure requirements to support the maintenance and continued growth of our operations.

We may not be able to successfully execute the Nanox System business models.

We are pursuing three simultaneous business models to maximize the commercial potential of our X-ray source technology, each of which requires significant time and resources. The three business models we are pursuing are the Subscription Model, the CapEx Model, and the Licensing for OEM Model. We are a company with limited operating history and we may not have the necessary resources, expertise and experience to successfully execute any of our business models on a global scale, such as obtaining the necessary approvals or clearances from the regulatory agencies of our target markets. Our ability to execute our models is dependent on a number of factors, including the ability of our senior management team to execute our models, our ability to engage local operators and integrators in different geographic regions, our ability to begin or maintain our pace of product development, manufacturing and commercialization, our ability to meet the changing needs of the medical imaging market, and the ability of our employees to perform at a high-level. If we are unable to execute our models, if our models do not drive the growth that we anticipate, or if our market opportunity is not as large as we have estimated, it could adversely affect our business and our prospects.

In addition, referrals for the use of the Nanox System are dependent on the education of physicians for the use of our devices. We use a combination of pilot sites, training, and clinical education efforts to help educate physicians and other customers, however these efforts may be unsuccessful and not result in additional uses of our devices. These aspects of our business will require us to hire additional experienced healthcare business-development professionals who will be charged with raising awareness of the Nanox System among physicians, hospitals, urgent care operators, and large health systems throughout the U.S., and which may be costly, and if unsuccessful, may adversely affect our financial results.

We have a limited operating history. If we successfully complete the commercial launch of the Nanox System, and it does not achieve widespread market acceptance, we will not be able to generate the revenue necessary to support our business.

We have a limited operating history and while we began the marketing of our AI solutions, teleradiology, and healthcare IT services, following the acquisitions in November 2021, and November 2025, we have limited history of marketing our X-ray source technology and the Nanox System. We may fail to generate significant interest in our X-ray source technology or the Nanox System or the imaging products using our technology, or any other product we may develop. These and other factors, including the following, may affect the rate and level of market acceptance:

- effectiveness of the service, training, sales and marketing efforts of us, and our partners such as the local partners;
- perception by medical professionals and patients of the convenience, safety, efficiency and benefits of the Nanox System or products using our technology, compared to competing methods of medical imaging, such as the time and skill required to read the tomographic images produced by the Nanox.ARC and Nanox.ARC X, and our X-ray source;
- opposition from certain industry leaders, which may limit our ability to promote the Nanox System and to penetrate into the medical imaging market in certain geographical areas;
- the existence of established medical imaging technology;
- willingness of market participants to accept the MSaaS model;
- the changing and volatile U.S. and global economic environments, including as a result of the war between Israel and Hamas, the ongoing military conflict between Russia and Ukraine, the global response to it and any negative impact on the global economy and capital markets resulting from the conflict or any other geopolitical tensions, tariffs imposed by the new U.S. administration and other countries, or inflation. In addition, there is current uncertainty about the future relationship between the United States and other countries with respect to trade policies, taxes, government regulations, and tariffs and we cannot predict whether, and to what extent, trade policies of the U.S. or other countries will change in the future;

- timing of market introduction of competing products, and the service, training, sales and marketing initiatives of such products;
- press and blog coverage, social media coverage, and other publicity and public relations factors by others;
- lack of financing or other resources to successfully develop and commercialize our technology and implement our business plan;
- the level of commitment and support that we receive from our partners, such as local operators, cloud storage providers and medical AI software providers, as well as medical professionals such as radiologists; and
- coverage determinations and reimbursement levels of third party payors.

In addition, adoption of our AI solutions depends on successful integration with customers' environments and clinical workflows, validation of algorithm performance on local populations, and, in certain cases, use by clinicians subject to evolving institutional AI governance policies. Our teleradiology services depend on customer retention and the availability and engagement of independent radiologists with the appropriate subspecialty, state and, where applicable, country-specific credentials.

Depending on the approved clinical indication, the Nanox System will be competing with existing and future imaging products and similar offerings. The technology underlying our X-ray source and the Nanox System may be perceived as inferior or inaccurate and patients may be unwilling to undergo medical screening using the Nanox.ARC or Nanox.ARC X, or other products using our technology. Moreover, patients and medical professionals may be unwilling to depart from the current medical imaging technology, clinical workflow and current standard of care. Medical professionals tend to be slow to change their medical diagnostic practices because of perceived liability risks arising from the use of new technology or products, and they may not recommend medical imaging using the Nanox.ARC, or Nanox.ARC X, or other products using our technology until there is long-term clinical evidence to convince them to alter or modify their existing imaging methods. Our efforts to educate patients, radiologists and other members of the medical community on the benefits of our products require significant resources and may not be successful. Our efforts to educate the market may require more resources than are required by conventional technologies marketed by our competitors. In particular, gaining market acceptance for our products could be challenging. Moreover, in the event that the Nanox System or other products using our technology are the subject of guidelines, clinical studies or scientific publications that are unfavorable or damaging, or otherwise call into question their benefits, we may have difficulty in convincing market participants to adopt our products. In addition, medical professionals, patients, providers of medical imaging services and third-party payors may not adopt or reimburse the use of the Nanox System in the near term or at all. If we are unable to achieve or maintain an adequate level of market acceptance, we may not generate significant revenue or become profitable and our business, financial condition, results of operations and prospects would be significantly harmed.

Although we received clearance from the FDA to market the Nanox.ARC and Nanox.ARC X (including the Nanox.CLOUD), and our Nanox AI software solutions have received FDA 510(k) clearances for specified indications, the products and services are not yet widely approved for third-party payor coverage or reimbursement. If in the future we are widely approved for and are otherwise able to commercialize it, but are unable to obtain adequate reimbursement or insurance coverage from third-party payors, we may not be able to generate significant revenue, in which case we may need to obtain additional financing.

Although we received clearance from the FDA to market the Nanox.ARC and Nanox.ARC X (including the Nanox.CLOUD), the device is not yet widely approved for third-party payor coverage or reimbursement. Coding and coverage determinations as well as reimbursement levels and conditions are important to the commercial success of medical imaging hardware, AI-enabled software-as-a-medical-device and professional teleradiology interpretation services. There is no assurance of favorable coverage determinations or consistent payment levels for AI-based software tools, population-health deployments, or second-opinion reads, and payors may view AI outputs as non-reimbursable adjunctive services. In teleradiology, downward pricing pressure from hospitals, imaging centers and large national providers could compress margins or result in contract losses. The future availability of insurance coverage and reimbursement for newly approved medical devices is highly uncertain, and our future business will be greatly impacted by the level of reimbursement provided by third-party payors. In the United States, third-party payors decide which imaging products and services they will cover, how much they will pay and whether they will continue reimbursement. Third-party payors may not cover or provide adequate reimbursement for the Nanox System or the imaging services using the Nanox System, assuming we are able to fully develop and obtain all regulatory approvals and clearances to market it in geographies in addition to the United States. To date, we have initiated discussions with third-party payors regarding the coding, coverage or reimbursement for imaging services using the Nanox System. Accordingly, unless government and other third-party payors provide coverage and reimbursement for our services, patients and healthcare providers may choose not to use them, which would cause investors to lose their entire investment. A primary trend in the United States healthcare industry and elsewhere is cost containment. Government authorities and other third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular products and services. Reimbursement may not be available, or continue to be available, for the Nanox System or the imaging services using the Nanox System, other products or systems using our X-ray source technology, our AI solutions, teleradiology services, the Nanox.MARKETPLACE or any other products or services we may develop or offer in the future, or even if reimbursement is available, such reimbursement may not be adequate. We also will be subject to foreign reimbursement policies in the international markets we expect to enter. Decisions by health insurers or other third-party payors in these markets not to cover, or to discontinue reimbursing, our products could materially and adversely affect our business. If such decisions are made, they could also have a negative impact on our ability to generate revenues, in which case we may need to obtain additional financing.

We expect to depend on third parties to manufacture the Nanox.ARC and the Nanox.ARC X and to supply certain component parts. Because we rely on third-party manufacturers and suppliers, any delays, disruptions or failures in their production or supply chain could delay the production of the Nanox.ARC and the Nanox.ARC X, which could in turn delay our ability to commercialize and deliver such systems, result in increased costs, quality or compliance issues, or otherwise materially harm our business.

We have continued to engage third-party manufacturers and suppliers for the commercial production of our digital X-ray tubes for use in the Nanox.ARC and the Nanox.ARC X, following receipt of clearance from the FDA in 2023, 2024, 2025, and 2026. We intend to continue engaging third-party manufacturers and suppliers, following additional clearances and approvals by similar regulatory authorities in other jurisdictions, based on, among other things, cost effectiveness. We are currently developing both ceramic and glass-based digital X-ray tubes for use in the Nanox.ARC and the Nanox.ARC X. We are working with third parties as well as producing digital ceramic tubes at our Korean facility, which is currently our primary manufacturer and supplier for our digital ceramic tubes. Recently we adopted a restructuring plan intended to better align our manufacturing cost structure with our long-term financial model. As part of the restructuring, we will close our chip manufacturing line in South Korea, downsize our fabrication facilities, and transfer certain production activities to third-party international manufacturing partners. Following these changes, we intend to focus our operations in South Korea on research and development (R&D) and tube production activities that support the Nanox.ARC platform. The restructuring is expected to be substantially completed during fiscal year of 2026. As a result of the restructuring plan, we will be more dependent on our third-party manufacturers and suppliers.

We previously entered into manufacturing agreement for the manufacturing and supply of certain components of the Nanox.ARC. We have recently entered into a multi-year Volume Supply Agreement with Fabrinet, a leading global electronics manufacturing services provider from Singapore, to support the scalable manufacturing of Nanox.ARC X systems.

In addition, in September 2023, we entered into a manufacture and supply agreement with Varex Imaging Corporation from Salt Lake City, Utah ("Varex"), under which Varex will supply X-ray tubes utilizing the Nanox digital X-ray emitter for the Nanox.ARC. The agreement was entered into after Varex completed a preliminary assessment of our digital X-ray emitter. Under the agreement, we may order X-ray tubes from Varex for use in our Nanox.ARC units.

In December 2024, we entered into a development and purchase agreement with SKAN-X Radiology Devices SRL ("CEI"), an Italian manufacturer of X-ray tubes. Under the agreement, CEI will manufacture X-ray tubes using semiconductor chips provided by the Company.

We are in the final phase of the development under our original Research and Development Agreement with CSEM (a Swiss technology innovation center with MEMS Foundry Services). We intend to transition to a production supply agreement and going forward will issue CSEM Purchase Orders as needed to supplement our chip supply needs.

As we further expand our business in connection with the commercialization of our technology, we expect to seek to engage several additional manufacturers of the Nanox.ARC and the Nanox.ARC X. If any of our current or future manufacturers or suppliers experience delays in production, breach their agreements, are unable to meet their contractual or quality requirements, or become unwilling to perform for any reason, our own production of the Nanox.ARC and the Nanox.ARC X may be delayed or interrupted. In addition, we may be unable, or may be unable in a timely manner, to locate alternative acceptable manufacturers or suppliers and enter into favorable agreements with them.

Our dependence on third-party manufacturers and suppliers involves a number of risks, including:

- insufficient capacity or delays in meeting our demand, which could in turn delay our ability to commercialize and deliver the Nanox Systems;
- inadequate manufacturing yields, inferior quality and excessive costs;
- inability to manufacture products that meet the agreed upon specifications;
- inability to obtain an adequate supply of materials or components;
- inability to comply with the relevant regulatory requirements for the manufacturing process;
- limited warranties on products supplied to us;
- inability or failure to comply with our contractual obligations;
- potential increases in prices; and
- increased exposure to potential misappropriation of our intellectual property.

In addition, we rely on third parties to supply the raw materials and certain component parts. Disruptions of our relationships with such suppliers could negatively impact our production for an extended period of time. Any inability to acquire sufficient quantities of any raw materials or components in a timely manner from these third-party suppliers could have a material negative impact on our business. We may need to enhance or redesign our MEMs X-ray chip to generate licensing revenue from it or for it to be functional for certain medical imaging applications.

In addition, if we change the manufacturer of a critical component of our products, we will be required to verify that the new manufacturer maintains facilities, procedures and operations that comply with our quality and applicable regulatory requirements, which could further impede our ability to manufacture our products in a timely manner.

Transitioning to a new supplier could be time-consuming and expensive, may result in interruptions in our operations and product delivery, could affect the performance specifications of our products or could require that we modify the design of those systems. If the change in manufacturer results in a significant change to any product, a new 510(k) clearance or approval from the FDA or similar international regulatory authorization may be necessary before we implement the change, which could cause substantial delays. The occurrence of any of these events could harm our ability to meet the demand for our products in a timely or cost-effective manner. See "—Risks Related to Government Regulation."

We may experience development or manufacturing problems and higher costs, or delays that could limit our revenue, if any, or increase our losses.

Developing manufacturing procedures for new products requires developing specific production processes for those products. Developing such processes could be time consuming, and any unexpected difficulty in doing so can delay the deployment of the Nanox System. Moreover, difficulties associated with adapting our technology and product design to the proprietary process technology and design rules of outside manufacturers can lead to reduced yields. Since low yields may result from either design or process technology failures, yield problems may not be effectively determined or resolved until an actual product exists that can be analyzed and tested to identify process sensitivities relating to the design rules that are used. As a result, yield problems may not be identified until well into the production process, and resolution of yield problems may require cooperation between our manufacturers and us. This risk could be compounded by the offshore location of certain of our manufacturers, increasing the effort and time required to identify, communicate and resolve manufacturing yield problems. Manufacturing defects that we do not discover during the manufacturing or testing process may lead to costly product recalls. These risks may lead to increased costs or delayed product delivery, which would harm our profitability and customer relationships. Furthermore, our, our manufacturers' or our suppliers' production processes and assembly methods may have to change to accommodate any significant, future expansion of our manufacturing capacity, which may increase the manufacturing costs, delay production of our products, reduce our product margin, require supplemental filings with the FDA or other regulatory authorities, any of which may adversely impact our business. If we are unable to keep up with demand for our products by successfully manufacturing and shipping our products in a timely manner, our revenue could be impaired, and market acceptance for our products could be adversely affected.

In addition to our direct sales force, we rely on third-party distributors and partners to deploy and commercialize the Nanox.ARC and Nanox.ARC X, and any failure by distributors to perform their deployment, sales, or operational obligations, or any termination of or dispute under these arrangements, could materially delay our commercialization timelines, reduce our revenue, and adversely affect our business, financial condition, and results of operations.

Our commercialization strategy for the Nanox.ARC and Nanox.ARC X depends significantly on the performance of third-party distributors, channel partners, and collaborative counterparties. As of the date of this Annual Report, in the United States, we have executed distribution agreements for approximately 360 CapEx systems in the U.S. over the next two to three years, with timing dependent on regulatory, operational, and market factors. In Europe, we rely on local distributors, including in Romania, the Czech Republic, Greece, and France, who are responsible for overseeing sales and market development, promoting the equipment, engaging with key opinion leaders, generating leads, handling local regulatory approvals, importation, installation, and after-sales support. In addition, we have initiated the Nanox Imaging Network initiative, a limited proof-of-concept under which currently our partner is responsible for site operations, personnel, regulatory permits, and local engagement.

Most of the Nanox.ARC systems currently deployed have not yet begun to generate revenues, and the timing and extent of revenue recognition will depend on the progression of deployments, system activations, and the performance of our distribution partners.

We face a number of specific risks related to our dependence on these third parties, including:

- Failure to meet deployment commitments. Our distributors and channel partners may fail to deploy or sell the number of Nanox.ARC or Nanox.ARC X systems specified under their respective agreements, whether due to insufficient demand generation, lack of sales resources, competing priorities, or inability to secure customer commitments. Many of our distribution agreements have not yet resulted in revenue, and the anticipated volumes reflect expected, rather than committed, commercial activity.

- Breach or non-performance. Our distributors or collaborative partners may default on their minimum purchase or payment obligations, or otherwise breach their contractual obligations, and it may be time-consuming and difficult to enforce such obligations in various jurisdictions.

- Limited control over third-party activities. We do not control, and have limited visibility into, the commercial activities, resource allocation, staffing, operational capabilities, or strategic priorities of our distributors and channel partners. A distributor may devote insufficient resources to the promotion and deployment of the Nanox System, may move forward with competing products, or may experience business combinations or changes in strategy that adversely affect its willingness or ability to perform.

- Regulatory and operational dependencies. In some markets, our distributors are responsible for obtaining local regulatory approvals, import licenses, facility certifications, and other permits. Delays or failures by distributors to secure such approvals could prevent or significantly delay commercial deployment of the Nanox.ARC and Nanox.ARC X in the affected markets.

- Termination or non-renewal. Our distribution and collaborative arrangements are subject to termination or expiration provisions. If a key distributor or partner terminates its agreement, declines to renew, or allows the agreement to expire, we may face significant gaps in market coverage, and we may be unable to find a replacement distributor on favorable terms or at all within the affected territory.

- Nanox Imaging Network NIN and network model risks. Our NIN proof-of-concept is at an early and limited deployment phase, and our partner's performance in site operations, regulatory permits, and local engagement is critical to its success. If our partner or other third party we contract with fail to obtain or maintain required licenses or permits, or if we fail to structure the required framework for the NIN operation, or if site operations do not meet applicable standards, we could face delays, penalties, or forced changes to the model.

- Concentration risk. A significant portion of our near-term deployment pipeline in the United States is concentrated among a limited number of distribution partners. If any one of these partners underperforms or terminates its relationship with us, the impact on our commercialization efforts and expected revenue could be disproportionate.

The occurrence of any of these risks could result in delays in the deployment and commercialization of the Nanox.ARC and Nanox.ARC X, reduced scan volumes under our Subscription Model, loss of anticipated CapEx revenue, slower market penetration, diminished competitive positioning, and an adverse effect on our reputation with customers, healthcare professionals, and third-party payors. Given that we are in the initial stages of commercial deployment, with an unproven business plan and limited operating history, any significant disruption to our distribution network could materially impair our ability to achieve the scale and market presence necessary to sustain our business. These consequences could, individually or in the aggregate, have a material adverse effect on our business, financial condition, results of operations, and prospects.

Defects, variability, or yield challenges in our proprietary digital X-ray source and tubes could impair product performance, trigger regulatory actions, and limit our ability to scale across our business models.

Our X-ray source is a MEMS-based semiconductor cathode packaged within a customized X-ray tube and differentiated from legacy thermionic tubes. Scaling production while maintaining consistency in emission characteristics and long-term stability is technically complex and depends on robust process controls and quality management. We manufacture MEMS X-ray chips in our Korean facility and are qualifying additional chip capacity with third parties; we are also developing both ceramic and glass-based digital X-ray tubes and have entered into agreements with suppliers, to manufacture tubes incorporating our emitter technology. Recently we adopted a restructuring plan intended to better align our manufacturing cost structure with our long-term financial model. As part of the restructuring, we will close our chip manufacturing line in South Korea, downsize our fabrication facilities, and transfer certain production activities to third-party international manufacturing partners. Following these changes, we intend to focus our operations in South Korea on research and development (R&D) and tube production activities that support the Nanox.ARC platform. The restructuring is expected to be substantially completed during fiscal year of 2026.

Variability in chip fabrication, tube assembly, or supplier processes can reduce yields, degrade lifetime or image performance over time, and increase warranty and service costs. If production lots fail to meet specifications, or if field units exhibit premature degradation, we could face shipment holds, rework, or replacements, which would delay deployments and increase costs.

Our dependence on multiple suppliers and manufacturing partners for critical MEMS X-ray chips and tube components increases our exposure to capacity, quality, and compliance risks. We rely on internal and external manufacturing for chips and tubes, and we are working with additional third parties to secure capacity. Transitioning to or qualifying new suppliers can be time-consuming and expensive and may require design modifications, renewed validation, or regulatory notifications. Supplier shortfalls, quality escapes, or disruptions, whether due to process drift, equipment issues, geopolitical events, or workforce limitations, could impair tube quality or consistency, constrain output, and delay installations. Because tubes are core to system performance and uptime, any quality issues can have outsized commercial impact, particularly under our Subscription, CapEx, and prospective Licensing (OEM) models where unit reliability influences scan volumes, customer satisfaction, and royalty realizations.

Tube quality control failures could result in mandatory field actions, regulatory enforcement, or loss of marketing authorizations, and could materially damage our reputation and financial results. The Nanox.ARC and the Nanox.ARC X and their tubes are subject to ongoing FDA and international post-market requirements, including QSR and Electronic Product Radiation Control provisions, and our CE mark for the Nanox.ARC depends on continued conformity with EU MDR and successful Notified Body audits of our technical documentation and quality system. If tube defects or performance degradation lead to reportable events, we may be required to initiate field corrections or recalls and could be subject to inspections, warning letters, import holds, or other enforcement. Significant or systemic issues could jeopardize certifications or require costly remediation, redesign, or revalidation. Any such actions can erode customer confidence, increase warranty and service liabilities, reduce system uptime, and impair our ability to scale deployments or to enter into and monetize OEM licensing arrangements, thereby adversely affecting our revenue and margins across our business models.

If the Nanox.ARC and Nanox.ARC X fail to integrate across diverse clinical settings or with existing healthcare IT infrastructure, our commercialization efforts could be delayed or impaired.

The Nanox.ARC and Nanox.ARC X are intended for use in professional healthcare facilities, hospitals, or radiological environments and have received FDA 510(k) clearances for general use indications on adult patients, including musculoskeletal, pulmonary, intra-abdominal, and paranasal sinus indications, adjunctive to conventional radiography. However, real-world integration can vary by site due to differences in facility infrastructure, network conditions, and IT configurations, and because elements of our system rely on cloud-based software. These factors can affect workflow, throughput and connectivity. Even where we have demonstrated compatibility, implementations can be complex, time-consuming, and costly for customers and collaborators, and may require additional validation, site-specific testing, or workflow changes that slow adoption. If the Nanox.ARC or Nanox.ARC X do not integrate consistently across deployment environments, or if we encounter extended validation cycles, we could face delays in installations, lost sales opportunities, or pressure to discount pricing to offset perceived integration risk.

Integration with third-party systems and legacy infrastructure presents interoperability, workflow, and cybersecurity risks that we do not fully control, including site infrastructure, bandwidth and network conditions, security controls, and legacy system configurations. These differences can affect image acquisition and routing, throughput, connectivity, and perceived image quality, and may necessitate site-specific validation, workflow redesign, and extended change-management to satisfy local IT policies. Our offering includes cloud-based software integrated with the Nanox.ARC and Nanox.ARC X, and our commercialization models contemplate working alongside customer IT networks and third-party systems. Interoperability challenges or misconfigurations by third parties can impair system availability or performance and disrupt workflows, imaging archive connectivity, or downstream reading and reporting processes. In some jurisdictions under our CapEx Model, customers may contract directly with third-party cloud providers instead of using Nanox.CLOUD, which adds further variability and increases the risk of misconfiguration or sub-optimal performance outside our direct control. Outages, security incidents, or improper implementation by customers or third parties may be attributed to us, resulting in reputational harm, remediation costs, service credits or other concessions, and could impede broader adoption of our systems. If implementations require greater-than-expected customer IT effort, prolonged testing, or custom interfaces, installations may be delayed, support costs may increase, or customers may defer or cancel purchases. These outcomes could negatively impact our commercialization timelines and margins.

Integrations with third-party systems create interoperability, workflow, and cybersecurity exposures that we may be blamed for even when the root cause lies with others. If outages, vulnerabilities, or integration failures occur, customers may attribute these problems to us, leading to dissatisfaction, warranty claims, remediation expense, or lost sales, all of the above could have a material adverse effect on our business results, cash flows, financial condition, or prospects

We are subject to ongoing regulatory and data protection obligations; performance or integration issues could trigger post-market actions, threaten certifications, or limit market access. Following FDA clearance and CE marking, we remain subject to pervasive post-market regulatory requirements, including Quality System Regulation (QSR), medical device reporting, complaint handling, corrective and preventive actions, and, where required, post-market surveillance. Our CE mark is conditioned on continued conformity assessment, including periodic review of our quality system and manufacturing sites by our Notified Body. Integration or performance problems that lead to adverse events, reportable malfunctions, or cybersecurity vulnerabilities may necessitate field corrective actions or recalls, could result in FDA or foreign enforcement, and could jeopardize our CE mark or other country-specific authorizations. Additionally, data protection, localization, and electronic product radiation control rules may impose obligations on both us and our ecosystem partners; failures by us or by third parties could restrict deployments, increase compliance costs, or delay revenue. Any of these outcomes could harm our reputation, lead to customer dissatisfaction or warranty claims, reduce sales, and adversely affect results of operations.

If the Nanox.ARC or Nanox.ARC X exhibit instability or performance degradation over time or across units, including issues related to our MEMS-based X-ray source, we could face regulatory scrutiny, increased costs, reputational harm, and reduced revenues across our business models.

The Nanox.ARC and Nanox.ARC X are multi-source, tomographic, digital X-ray systems that integrate our proprietary MEMS-based semiconductor X-ray emitter packaged in a customized tube and operates together with our cloud software, Nanox.CLOUD. Although we have obtained U.S. FDA 510(k) clearances for general use indications for the Nanox.ARC and Nanox.ARC X, and subsequently received a CE mark for the multi-source Nanox.ARC (including Nanox.CLOUD), real-world stability can vary across sites and over time. Our emitter technology and MEMS X-ray chips are novel and that scaling and maintaining consistency present challenges. Variability in emission characteristics, drift, or other performance changes at the tube or system level could impair image quality, throughput, and uptime. Our limited field deployment history increases the risk that long-term stability issues may not be fully observable until we scale installations. Any such instability, whether intermittent, unit-specific, or cohort-wide, could delay deployments, increase replacement and service costs, and erode customer confidence.

Because the Nanox.ARC and Nanox.ARC X rely on software, firmware, and cloud connectivity, interactions between hardware and software can affect perceived device stability. Software or firmware updates, changes in cloud services, or defects in our or third-party software could alter timing, calibration, image processing, or connectivity behaviors in ways that appear as hardware faults, and vice versa. Major imaging peers caution that ensuring the utility, compatibility, and performance of cloud and software solutions across devices depends in part on the reliability of third-party vendors and networks; cloud-connected imaging companies have also disclosed that undetected software errors or recalls can arise even after clearance and deployment. If software changes, cloud outages, or misconfigurations introduce instability or require rollbacks, we may need to halt installations, push patches under compressed timelines, or dispatch field service, incurring costs and reputational damage and potentially disrupting clinical operations.

Stability failures can trigger significant post-market and enforcement exposure. Even after receiving 510(k) clearance and the CE mark, we remain subject to ongoing regulatory obligations, including complaint handling, medical device reporting, field corrective actions and recalls, and continued conformity assessments in the EU. Product instability or quality issues can lead to FDA-reportable corrections/removals, recalls, inspections, warning letters, import holds, or changes to clearances. If regulators disagree with our assessment of whether a change or failure is reportable or whether a modification requires a new 510(k), we could be required to cease marketing, implement extensive remediation, or undergo revalidation. Such actions could delay our roadmap, increase costs, and jeopardize market access.

Commercial and financial consequences would be material across our Subscription, CapEx, and Licensing (OEM) models. Under our Subscription and CapEx Models, instability that reduces system uptime or image consistency could depress scan volumes, prompt service credits or warranty claims, extend acceptance testing, and lead to cancellations or discounting. Under a prospective Licensing model, licensees may scale back adoption or delay launches if field performance variability undermines their regulatory filings, quality metrics, or customer satisfaction; disputes could also arise over allocation of root-cause responsibility when instability stems from interactions between our emitter technology and a licensee's system or software stack. Field failures and quality excursions can lead to recalls, warranty exposures, and reputational harm that depress future orders. Persistent or systemic product stability issues could therefore reduce revenues, margins, and potential royalty streams.

Finally, our limited installed base and the novel nature of our MEMS-based source make it difficult to predict long-term performance under diverse, real-world conditions and workload profiles. As we expand indications, sites, and use cases, we may encounter stability behaviors not seen in earlier testing or pilot deployments. If we cannot promptly detect, diagnose, and remediate emerging patterns at scale, including through design changes, software updates, or supplier process controls, future instability could compound across cohorts and regions, amplifying service costs, delaying revenue recognition, and harming our brand, and causing our business to fail.

Our efforts may never demonstrate the feasibility of our digital X-ray source technology, including both the MEMs X-ray chips and tubes, for commercial applications.

We have developed our X-ray source technology, including both the MEMs X-ray chips and tubes, and the Nanox System, which includes the Nanox.ARC, the Nanox.ARC X, and the Nanox.CLOUD. Even though we believe our X-ray source, which we refer to as the Nanox.SOURCE, has achieved commercial applicability, our technology has not been tested over extended periods of time and therefore no meaningful data exists regarding the durability, safety and effectiveness of our X-ray source over extended periods. In addition, there is no precedent for commercialization of technology like ours. The commercial scale production and deployment of the Nanox System will require significant additional service, training, sales, and marketing efforts, and we may not be able to ensure the effectiveness, accuracy, consistency, stability, and safety of the Nanox System in mass production and deployment. Any unanticipated technical or other problems and the possible insufficiency of funds and other resources needed to continue the development and commercialization of our X-ray source, the Nanox.ARC, and the Nanox.ARC X, or the Nanox.CLOUD may result in delays and cause us to incur additional expenses that would increase our losses. If our X-ray source is not commercially feasible now or in the long term, our business may fail.

Two of our business models depend on the successful commercial application of the Nanox.CLOUD, which is subject to numerous risks and uncertainties.

In addition to the Nanox.ARC, and the Nanox.ARC X, we have also developed, and continue to improve, the Nanox.CLOUD, a companion cloud software designed to deliver scans. The continued development and commercialization of the Nanox.CLOUD has a number of risks, including:

- the Nanox.CLOUD requires a considerable investment of technical, financial, and legal resources, which may not be available to us;
- it may not be technically viable to integrate the Nanox.CLOUD with the businesses of our potential customers and collaborators, such as local operators, radiologists, cloud storage providers, medical artificial intelligence ("AI") software providers and others;
- market acceptance of the MSaaS model is affected by a variety of factors, including security, reliability, scalability, customization, performance, customer preference, patients' concerns with entrusting a third party to store and manage their health data, public concerns regarding privacy and compliance with restrictive laws or regulations;
- our cloud-based service may raise concerns among our customer base, including concerns regarding changes to pricing over time, service availability, information security of a cloud-based solution and access to medical images while offline;
- the Nanox.CLOUD may be subject to computer system failures, infrastructure failures, cyber-attacks or other security breaches;
- incorrect or improper implementation or use of the Nanox.CLOUD by third-party cloud-service providers under our CapEx Model could result in customer dissatisfaction and harm our business and reputation;
- undetected software errors or flaws in the Nanox.CLOUD could harm our reputation or decrease market acceptance of our business models;
- we may incur higher costs than we expected as we expand our cloud-based services; and
- AI model hosting and deployment within the Nanox.CLOUD may be impaired by model drift, limitations on continuous learning in regulated environments, or customer requirements to operate on-premises, which could delay or prevent realization of expected benefits.

If we are unable to successfully commercialize the Nanox.CLOUD, our business, financial condition, results of operations and prospects could be negatively impacted.

Our ability to generate revenue from our teleradiology services and AI solutions, as well as the other imaging offerings that we are developing, will depend in large part on referrals from physicians.

Our AI solutions present technical and clinical risks, including algorithmic errors, bias, lack of generalizability across demographics or scanner protocols, and user over-reliance that could contribute to misdiagnosis or delayed diagnosis. Our safeguards, validation studies and post-market monitoring may not fully prevent adverse outcomes, which could result in regulatory actions, product modifications, contractual indemnity obligations, malpractice claims or reduced adoption. The use of AI in healthcare offerings poses certain clinical risks resulting from potential misdiagnosis or misinformation provided from AI applications, diminishing critical judgment, or loss of interpersonal care from clinicians. These deficiencies could undermine the decisions, predictions, or analysis AI applications produce, as well as their adoption, subjecting us to competitive harm, legal liability, including under new proposed legislation regulating AI in jurisdictions such as the EU or new applications of existing data protection, privacy, IP, and other laws; regulatory actions; and reputational harm. In addition, emerging laws and standards for AI transparency, data governance and human oversight may increase compliance costs and constrain product features.

In addition, some AI scenarios, such as using AI applications to generate patient data, even if synthetic and non-identifiable, present ethical, privacy, or other social issues, risking reputational harm and/or reduced market demand or acceptance of AI solutions. The safeguards we have designed to promote the ethical implementation of AI may not be sufficient to protect us against negative outcomes.

We also depend on referrals of patients from unaffiliated physicians and other third parties who have no contractual obligations to refer patients to us for our teleradiology services, as well as the other imaging offerings that we are developing. If these physicians and other third parties do not refer patients to us, our ability to generate revenue from our teleradiology services, as well as the other imaging offerings that we are developing would be adversely affected. Further, we currently derive most of our revenue from our teleradiology services from fees charged for the diagnostic imaging services performed by radiologists. If physicians and other third parties were to discontinue referring patients to our radiologists, our revenue from our teleradiology services would decrease and our financial results could be adversely affected.

In our teleradiology services, any shortage, turnover, suspension, loss of licensure or credentialing, or reduced availability of our independent radiologists could impair service levels, delay reads, increase costs to recruit replacements, or require curtailment of services to customers across facilities.

All of these risks are amplified by the critical nature of healthcare decisions and the sensitivity of health-related information, and the occurrence of any of the above could have a material adverse effect on our business results, cash flows, financial condition, or prospects.

We are highly dependent on the successful manufacturing, service, training, marketing and sale of our X-ray source technology and the related products and services.

Our core digital X-ray source technology is the basis of our Nanox System. As a result, the success of our business plan is highly dependent on our ability to manufacture and commercialize our X-ray source technology and related products and services, and our failure to do so could cause our business to fail. Successful commercialization of medical imaging devices is a complex and uncertain process, dependent on the efforts of management, manufacturers, local operators, integrators, medical professionals, third-party payors, as well as general economic conditions, among other factors. Any factor that adversely impacts the manufacture and commercialization of our X-ray source technology or related products and services will have a negative impact on our business, financial condition, results of operations and prospects. Some potential factors include:

- our ability to achieve sufficient market acceptance by hospitals and clinics, providers of medical imaging services, medical professionals such as radiologists, third-party payors and others in the medical community;
- our ability to compete with existing medical imaging technology companies;
- our ability to establish, maintain and expand our service, training, sales, marketing and distribution networks;
- our ability to obtain and/or maintain necessary regulatory approvals; and
- our ability to effectively protect our intellectual property.

Our inability to successfully obtain applicable approval for and subsequently commercialize our X-ray source technology or related products and services, and/or successfully develop and commercialize additional products or any enhancements to the products which we may develop would have a material adverse effect on our business, financial condition, results of operations and prospects.

Products utilizing our technology may need to be approved or cleared by the FDA and similar regulatory agencies worldwide and local regulations by state and country. We may not receive, or may be delayed in receiving, the necessary approval or clearance for our future products, which would adversely affect business, financial condition, results of operations and prospects.

On April 28, 2023, we received a 510(k) clearance from the FDA to market the Nanox.ARC (including the Nanox.CLOUD), a multi-source 3D digital tomosynthesis system, as a stationary X-ray system intended to produce tomographic images of the human musculoskeletal system adjunctive to conventional radiography, on adult patients. On December 4, 2024, we received 510(k) clearance from the FDA for the Nanox.ARC, for general use including human musculoskeletal system, pulmonary, intra-abdominal, and paranasal sinus indications, adjunctive to conventional radiography, on adult patients. This device is intended to be used in professional healthcare facilities or radiological environments, such as hospitals, clinics, imaging centers and other medical practices by trained radiographers, radiologists and physicians. In the U.S., each state requires regulatory approvals for these uses. The Company received regulatory approvals in some states and intends to pursue the requisite approvals in additional states. On February 25, 2025, we received the CE mark certification to market the multi-source Nanox.ARC system, including the Nanox.CLOUD, its accompanying cloud-based infrastructure. In April 2025, we received a 510(k) clearance from the FDA for the Nanox.ARC X, an AI-ready, multi-source digital tomosynthesis system that makes advanced 3D imaging possible in more places at significantly lower radiation dose than CT, which clearance covers the production of tomographic images for general use, including the human musculoskeletal system and pulmonary, intra-abdominal and paranasal sinus indications, adjunctive to conventional radiography on adult patients. In February 2026, we received a 510(k) clearance from the FDA for TAP2D, a new cloud enabled image enhancement capability for the Nanox.ARC and Nanox.ARC X. In the future, we plan to seek additional clearances or approvals from the FDA for additional uses of the currently cleared Nanox System, or for future versions of the Nanox System.

We are still in the early stages of commercializing the FDA-cleared Nanox.ARC, Nanox.ARC X, and the Nanox.CLOUD as the Nanox System, and we may also commercialize more future versions of our Nanox System, once cleared or approved. We may need to seek approval from foreign regulatory authorities and local approvals. We believe the digital X-ray source falls within a category of radiology vacuum tubes converting electrical input power into X-rays that utilize the same energy levels, radiation types and throughputs as already existing and approved X-ray tubes applied in a wide range of radiology medical procedures. As a result, we expect that there will be no novel claim or methodology related to the X-ray radiation produced by the digital X-ray source; however, regulatory agencies may not agree. Although we have received FDA clearance for the Nanox.ARC and Nanox.ARC X, efforts to achieve additional governmental clearances and approvals could be costly and time consuming, and we may not be able to obtain any such required clearances or approvals in accordance with our anticipated timeline or in a cost-efficient manner. Any delay or failure to obtain necessary regulatory clearances or approvals could have a material negative impact on our ability to generate revenues. Even if the products containing our technology receive the required regulatory clearance or approval, such products will remain subject to extensive regulatory requirements. If we fail to comply with the regulatory requirements of the FDA and other applicable U.S. and foreign regulatory authorities, or previously unknown problems with any approved commercial products, manufacturers or manufacturing processes are discovered, we could be subject to administrative or judicially imposed sanctions.

In addition, the cost of compliance with new laws or regulations governing our technology or future products could adversely affect our business, financial condition, results of operations and prospects. New laws or regulations may impose restrictions or obligations on us that could force us to redesign our technology or other future products or services, and may impose restrictions that are not possible or practicable to comply with, which could cause our business to fail. See "—Risks Related to Government Regulation."

The success of our business models is subject to numerous risks and uncertainties.

The success of the CapEx model and the Subscription Model will depend on various factors, including:

- the process of manufacturing and deploying the Nanox System is a complex, multi-step process that depends on factors outside our control, and could cause us to expend significant time and resources prior to earning associated revenues;
- the manufacturing cost of the Nanox.ARC and the Nanox.ARC X may be higher than we expect, may increase significantly, or may increase at a higher rate than anticipated, and we may not be able to set or timely adjust our pay-per-scan pricing to compensate for any increased costs;
- the manufacturing of the Nanox.ARC and the Nanox.ARC X may take longer than we expected, and we may have insufficient manufacturing capacity and experience delays in the manufacturing and deployment of the Nanox System, which would have a negative impact on the timing of our revenues;
- deployment and full utilization of the Nanox System may not be fully achieved or may take substantially longer than we expect, and we may not be able to deploy a sufficient number of units of the Nanox System to support our business or to effectively stimulate market interest;
- the conditions precedent under our MSaaS agreements may not be met;
- we may not be able to negotiate or renegotiate any MSaaS agreement on terms attractive to us or to the agreement counterparty;
- agreement counterparties may fail to perform their obligations under such agreements;
- a Nanox System may perform fewer scans per day than our estimates due to a number of factors, including low market acceptance rate, technical failures and downtime, service disruptions, outages or other performance problems, which would have a negative impact on our revenues and our ability to recover costs;
- the implementation, integration and testing of the Nanox System with our potential customers and collaborators can be complex, time-consuming and expensive for them, which may have a negative impact on the timing of our revenues;
- the inability or unwillingness of potential customers to invest in the required safety infrastructure, including customary X-ray shielding, to allow the Nanox.ARC and the Nanox.ARC X to be safety operated;
- as part of the Subscription Model, we will be responsible for maintenance of the Nanox System units we deploy, which may be more costly and time-consuming than we expect;
- our customers may not be able to find or retain a sufficient number of radiologists to review the images generated by the Nanox System, especially as we deploy additional Nanox Systems and the volume of scans increases;
- the portion of our pay-per-scan pricing allocated to our collaborators may not be acceptable to them, either now or in the future, and pricing negotiations with such collaborators may be a complex and time-consuming process;
- the availability of insurance coverage and the level of reimbursement for the Nanox.ARC and the Nanox.ARC X provided by third-party payors may not be sufficient for our customers;
- our pay-per-scan pricing may not be sufficient to recover our costs and may not be adjusted in a timely manner, which could negatively affect our revenues or cause our revenues and results of operations to vary significantly from period to period;
- we may be unsuccessful in maintaining our target price per scan because we do not control the price charged by local operators and higher prices may adversely affect market acceptance of the Nanox System; and
- regulatory authorities may challenge our business models altogether, and impose significant civil, criminal, and administrative penalties, damages, fines, and/or exclusion from government funded healthcare programs, which could adversely affect our revenues and results of operations.

Any of the above factors may negatively affect the implementation of our business models, or cause their failure.

Adoption of our system in a traditional capital-equipment procurement cycle may be slower or more limited than we expect, which could adversely affect revenue, margins and utilization.

Hospital and imaging-center purchases of capital equipment are often cyclical, require extended budgeting, and depend on factors such as macroeconomic conditions, competing priorities, and third-party reimbursement dynamics. Even at a price point we expect to be lower than many existing imaging systems, prospective customers may defer or reduce purchases, select competing products from entrenched incumbents, or demand discounts that compress margins. If we cannot demonstrate compelling clinical utility, workflow integration and total cost of ownership, or if we face extended evaluation and tender cycles, our sales velocity, pricing and gross margins in the CapEx Model could be materially and adversely affected.

Our reliance on third-party cloud vendors and third-party service providers in CapEx deployments introduces operational, security, compliance, cost and reputational risks we cannot fully control.

Under the CapEx Model, in certain jurisdictions owner-operators may contract directly with third-party cloud vendors for services that would otherwise be delivered through Nanox.CLOUD, and third-party service providers for installation and maintenance. We would have limited control over those third parties, which may be subject to outages, performance issues, cybersecurity incidents, misconfiguration, or non-compliance with healthcare data protection and localization requirements. If a cloud or service partner fails to meet availability, security or regulatory obligations, or incorrectly implements our system, customers may attribute the problem to us. We could face warranty claims, contractual disputes, reputational harm, remediation costs, or lost sales, even where we are not the contracting party, adversely affecting our business.

We may face intensified competition from established imaging companies and emerging technologies; pricing pressure and feature parity could erode our value proposition.

Large, established imaging OEMs have broad portfolios, service organizations, and purchasing relationships. They may reduce prices, enhance features, bundle service or financing, or use their installed base and ecosystem advantages to displace or delay our system sales. Emerging imaging modalities or AI-enabled enhancements to existing systems could also diminish our differentiation. If we cannot sustain clinical performance, reliability, interoperability, and economic benefits versus alternative solutions, our CapEx win rates and realized pricing could decline.

Cross-border sales expose us to localization, import/export, installation, and receivables risks that may be difficult and costly to mitigate.

International shipments of medical imaging systems often require country-specific certifications, localization (including language, electrical standards, and data-handling practices), and coordination with local distributors, installers, and service teams. Delays in import permits or customs clearance, evolving trade and tariff regimes, and complexities in foreign contracting, receivables collection and enforcement could impact timing of revenue recognition and cash conversion. Where owner-operators select local service providers, variable quality and uneven regulatory familiarity may increase post-installation risks, adversely affecting our business operations.

We may incur product performance, warranty and post-market obligations that could be heightened where third parties provide services we do not control.

Even if our system meets specifications, performance issues stemming from third-party cloud environments or third-party maintenance (including spare parts quality, calibration, and software updates) may result in downtime, image quality complaints, or safety events. We may be required or expected to support remediation or participate in investigations, field corrective actions or recalls, potentially at our cost or with reputational impact. In serious cases, regulators may impose conditions on continued marketing or usage. These risks could adversely affect our business operations and financial results.

Our Nanox Imaging Network (NIN) proof-of-concept is early stage, unproven and dependent on third parties; regulatory, reimbursement and operational complexities—particularly in workers' compensation and other specialized care settings—may prevent us from scaling the model or realizing meaningful revenue.

We have initiated the Nanox Imaging Network (NIN), a limited proof-of-concept (POC) initiative to evaluate a network-based imaging services model in the United States focused on workers' compensation and other specialized care segments. The POC is at an early and limited deployment phase, with a small number of sites in various stages of setup. We have not committed to a broader rollout, and there is no assurance that the POC will be expanded, successfully implemented, or result in material revenues. Early pilots may not reflect the operational, regulatory, technology integration or economic outcomes of a larger network, and any favorable or unfavorable site-level results may not be indicative of broader scalability or commercial viability. If the POC underperforms on utilization, throughput, quality, or economics, or if we encounter delays in site readiness, payer onboarding, or IT integration, we may discontinue or materially alter NIN without achieving our objectives.

The NIN model divides operational responsibilities between us and third parties we contract with: we are responsible for certain technical and operational elements (including deploying and maintaining Nanox.ARC systems and providing connectivity and service support), while the third parties are responsible for site operations, personnel, regulatory permits and local engagement. We may be adversely affected by third parties' performance or by factors outside our control, including staffing, credentialing, site workflow, local compliance, payer enrollment, or billing practices. Network-based healthcare services frequently rely on affiliated or contracted entities to deliver care while complying with state-by-state corporate practice of medicine, licensure, and facility rules; telehealth peers disclose that evolving, differing state requirements and interpretations can complicate operations and require continuous compliance monitoring. If we or the third parties we contract with fail to obtain or maintain required licenses or permits, if arrangements are found to violate state restrictions (including corporate practice or fee-splitting prohibitions), or if site operations do not meet applicable standards, we could face delays, penalties, or forced changes to the model. We may also be blamed for service issues beyond our control, damaging our reputation and limiting expansion.

NIN targets sensitive and specialized care settings, including post-accident and occupational health clinics, nursing homes, and correctional healthcare, each of which presents heightened regulatory and reputational exposure. State and payer rules for these settings can involve additional licensing, facility certification, background checks, security protocols, and documentation standards; telehealth and services companies caution that state-level requirements vary widely and are subject to evolving interpretation by medical boards and attorneys general. Adverse events, security incidents, or operational breakdowns in these environments can attract outsized scrutiny and media attention, harming our brand and relationships with providers and payers. Moreover, our existing obligations as a medical device manufacturer continue post-market, performance or integration issues involving Nanox.ARC in NIN sites could trigger reportable events, field actions, or other regulatory follow-ups, increasing cost and delaying deployments.

Reimbursement dynamics for NIN are uncertain. While certain workers' compensation arrangements may allow higher per-scan pricing than standard reimbursement frameworks, results depend on state-specific fee schedules, payer policies, and contract terms, all of which vary and can change. Radiology services peers disclose that reimbursement is influenced by state workers' compensation rules, broader commercial payer trends, and increased enforcement of billing and documentation standards; reductions, denials, post-payment audits, or retroactive adjustments could materially impact revenue and cash flow. If expected pricing advantages do not materialize, or if payer mix, authorization hurdles, or dispute rates are less favorable than anticipated, NIN may not achieve target returns, and site economics may not justify expansion.

Even if the POC achieves technical connectivity and initial reimbursement, scaling a network service requires consistent image quality, uptime, data security, and seamless integration with site workflows, all while meeting data protection and privacy obligations.

Any combination of these factors could cause us to terminate the POC or decide not to scale the model, which would limit our growth opportunities and increase costs without corresponding revenues.

Our Licensing (OEM) Model depends on identifying, contracting with, and retaining qualified licensees; delays or failures to secure licensees would limit our ability to generate upfront fees and royalty revenue.

Under the Licensing Model, we may license our X-ray source technology to medical imaging device and other X-ray manufacturers, either tailored to their existing systems or for new imaging systems, with an upfront one-time license fee and recurring per-unit royalties. We have not yet entered into licensing agreements. If we cannot timely attract suitable OEM partners on acceptable terms, negotiate appropriate economics and protections, or align on development roadmaps, we may be unable to generate anticipated license fees or establish a recurring royalty base, which would adversely affect our results.

We may not be successful in tailoring our X-ray source to the specific systems of other medical or non medical imaging companies under our Licensing Model, and/or entering into licensing agreements on terms favorable to us.

Under our proposed Licensing Model, we expect to be engaged to tailor our X-ray source to other medical or non medical imaging companies' or manufacturers' of other X-ray devices specific systems to replace the legacy X-ray source or to license our X-ray source technology to them to develop new types of imaging systems, and we expect to receive a one-time, non-recurring licensing fee upfront, as well as recurring royalty payments for each imaging system sold by such companies. We expect customization to be a complex and multi-step process that varies for each project, which will require significant research and testing activities. We may also not be able to demonstrate the feasibility, functionality or safety of our technology in other medical imaging systems, meet the potential licensees' design and manufacturing requirements, or satisfy their marketing and product needs. In addition, we may not be successful in entering into licensing agreements with favorable terms as a result of a numbers of factors, many of which are outside of our control, including willingness of, and the resources available to, other medical and non-medical imaging companies to in-license our novel X-ray source technology, our ability to agree with a potential partner on the value of our technology, or on the related terms, as well as the availability of other technologies at lower cost or other alternative technologies at the time. We have not entered into any licensing agreements to date. Any of the above factors may negatively affect the implementation of our Licensing Model, or cause our Licensing Model to fail.

Our ability to accurately calculate, audit, and collect royalties depends on licensee reporting and contract enforceability, particularly across multiple jurisdictions.

Royalty revenues under the Licensing Model will depend on complete and timely reporting by licensees of units shipped, transfer prices and other contractually defined royalty bases. Disputes may arise over definitions, exclusions, or set-offs; licensees may under-report, delay payments, or challenge audit findings. Cross-border operations add complexity for tax, currency, data-access, and enforcement. Where necessary, audit and enforcement actions may be costly, time-consuming, and uncertain, and collections in some jurisdictions may be difficult. Persistent reporting or collection issues could reduce, delay or impair our royalty revenues, and adversely affect our results of operations.

To the extent that we license our X-ray source technology to other medical imaging companies, the products integrating our technology may need to be approved or cleared by the FDA or similar regulatory agencies.

The FDA or similar regulatory agencies may require products developed by other medical imaging companies under the Licensing Model to go through lengthier or more rigorous processes than we expected. These products may also be subject to regulations by governmental agencies in other jurisdictions, or regulation by other federal, state and local agencies. In addition, we may not have control with respect to any such further regulatory approval strategies or process. If such products do not receive, or are delayed in receiving, the necessary clearances or approvals, or if the performance of one or more clinical trials are required in connection with such clearances or approvals, the prospects of our Licensing Model may be materially affected, which could have a material adverse impact on our business and our revenues.

We may experience operational and financial risks in connection with acquisitions.

In November 2021, we completed the acquisitions of Zebra (and subsequently changed its name to Nanox AI), a deep-learning machine analytics company; USARAD, a leading provider of teleradiology services; and the assets of MDWEB, a decentralized marketplace connecting imaging facilities with radiologists. Following these acquisitions, we integrated the operations of these businesses and began generating revenue through the sale of teleradiology services and AI solutions by the end of 2021. In November 2025, we completed the acquisition of Vaso Healthcare IT Corp. (and subsequently changed its name to Nanox Health IT Inc.), a healthcare information technology provider serving hospitals and healthcare providers across the United States. The integration of Nanox Health IT is expected to serve the Company's AI business in the U.S., enhancing customer experience. Despite our efforts, we may never realize the expected synergies, business opportunities, and growth prospects from future acquisitions or joint ventures. We might not capitalize on anticipated business opportunities, and assumptions about expected cost savings could be inaccurate. Additionally, general industry and business conditions may deteriorate. Integrating operations can require significant effort and expense, and personnel may leave or be terminated due to an acquisition. Our management's attention might be diverted during the integration process. If these factors hinder or limit our ability to integrate future acquisitions successfully or on time, our expectations for future operational results, including cost savings and synergies, may not be met. Failure to manage these risks effectively in future acquisitions and new business lines could materially and adversely affect our business, financial condition, and results of operations.

Our industry is highly competitive and is subject to technological change, which may result in new products or solutions that are superior to our technology or other future products we may bring to market from time to time. If we are unable to anticipate or keep pace with changes in the marketplace and the direction of technological innovation and customer demands, our technology may become less useful or obsolete and our operating results will suffer.

The medical imaging industry is rapidly evolving and subject to intense and increasing competition. To compete successfully and to be able to establish and maintain a competitive position in current and future technologies, we will need to demonstrate the advantages of our technology over well-established alternative solutions, products and technologies, such as computed tomography, as well as newer methods of medical imaging and early detection. To achieve this, we will need to raise or develop financial resources, technical expertise, marketing, distribution or support capabilities and we may not be successful in doing so.

Also, companies offering traditional medical imaging systems, such as GE Healthcare, Siemens, Philips, Hologic, Varian, Fuji, Toshiba and Hitachi, may be better established in the market than we are, have greater corporate, financial, operational, service, training, sales and marketing resources than we do, or have more experience in research and development than we have. In particular, the field emission technology has been used by a wide range of leading market players in an attempt to create an alternative digital source of X-ray, the most well-known attempt being the use of carbon nano tubes as the base materials for a potential field emission-based solution. In addition, early-detection technologies developed by other companies, such as blood testing and DNA screening, may also reduce the attractiveness of our technology for early detection or render it obsolete. Successful developments of these or other technologies by competitors resulting in new approaches for medical imaging, including technologies, products or services that are more effective or commercially attractive, could make our technology less useful or obsolete. We may also face opposition from certain industry leaders, who may have political influence and the ability to delay deployment of the Nanox System in certain geographical areas.

Furthermore, as the market expands, we expect the entry of additional competitors, such as cloud computing companies or leading IT companies, who may have longer operating histories, more extensive international operations, greater name recognition, and/or substantially greater technical, marketing and financial resources.

Our competitive position also depends on our ability to:

- generate widespread awareness, acceptance and adoption of our technology and future products or services;
- develop new or enhanced technologies or features that improve the convenience, efficiency, safety or perceived safety, and productivity of our technology and future products or services;
- properly identify customer needs and deliver new products or services or product enhancements to address those needs;
- limit the time required for development until commercial production;
- limit the timing and cost of regulatory approvals;
- attract and retain qualified personnel and collaborators;
- protect our inventions with patents or otherwise develop proprietary products and processes; and
- secure sufficient capital resources to expand both our continued research and development, and service, training, sales, and marketing efforts.

With respect to our AI imaging solutions, this field has significantly progressed in the last few years and there are currently over 700 FDA cleared AI products in the imaging field. There are many companies, offering various solutions which are typically categorized at triage solutions to identify acute time sensitive diagnosis, productivity solutions to facilitate the work of the radiologist or radiology technician or population health solutions to identify disease states not typically highlighted by the radiologist. We compete with established imaging OEMs and specialized AI developers that may have larger annotated datasets, broader distribution, established reimbursement pathways, and the resources to conduct multi-site validation and post-market studies required by health systems.

Development, validation and lifecycle maintenance of our AI solutions require access to diverse, representative imaging studies and clinical labels. We rely on data obtained from customers, partners and third parties, often under agreements that restrict scope, duration, de-identification methods, permitted uses and model training. Evolving privacy laws, guidance on re-identification risk, patient consent requirements, and data localization rules may further limit data availability. If we cannot obtain, use or retain sufficient data, our model performance may stagnate or deteriorate, delaying product enhancements, regulatory submissions and commercial adoption.

With respect to our teleradiology services, the teleradiology market is highly competitive, rapidly evolving and fragmented, and is subject to changing technology and market dynamics. The market has recently experienced and is expected to continue to experience competitive pricing pressure and radiologist compensation pressure. We compete directly with both large and small-scale service providers who offer local, regional and national coverage operations. We believe that our principal competitors are StatRad, ONRAD and Radiology Partners. We compete to attract and retain relationships with customers and radiologists in different ways.

If our technology is not, or our future products or services are not, competitive based on these or other factors, our business would be harmed.

We plan to do business globally, including in certain countries where we might have limited resources and would be subject to additional regulatory burdens and other risks and uncertainties.

We expect to do business globally, including in North America and certain countries in Asia, Europe, Africa, Latin America and Australia. Commercialization of our X-ray source technology, the Nanox.ARC and the Nanox.ARC X, or the Nanox System in foreign markets, either directly or through third parties, is subject to additional risks and uncertainties, including:

- reimbursement and insurance coverage;
- divergent approval and conformity assessment regimes for AI-enabled medical devices (e.g., CE marking under the EU MDR and evolving AI-specific requirements), which may necessitate additional technical documentation, post-market clinical follow-up and algorithm transparency measures;
- cross-border data transfer and localization restrictions affecting AI model training, validation and teleradiology workflows;
- our inability to find agencies, dealers or distributors in specific countries, states or regions;
- our inability to directly control commercial activities of third parties;
- limited resources to be deployed to a specific jurisdiction;
- the burden of complying with complex and changing regulatory, tax, accounting and legal requirements;
- different medical imaging practice and customs in foreign countries affecting acceptance in the marketplace;
- import or export licensing and other requirements;
- longer accounts receivable collection times;
- longer lead times for shipping;
- language barriers for technical training;
- reduced protection of intellectual property rights in some foreign countries;
- foreign currency exchange rate fluctuations; and
- interpretations of contractual provisions governed by foreign laws in the event of a contract dispute.

Specifically, we are subject to the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, the USA PATRIOT Act, the United Kingdom Bribery Act 2010, the Proceeds of Crime Act 2002, Chapter 9 (sub-chapter 5) of the Israeli Penal Law, 1977, the Israeli Prohibition on Money Laundering Law–2000 and possibly other anti-bribery and anti-money laundering laws in countries outside of the United States in which we conduct our activities. As we engage finders to obtain MSaaS agreements in certain countries, we and our finders may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities. We may be held liable for the corrupt or other illegal activities of these third-party business partners and intermediaries, our employees, representatives, contractors, partners and agents, even if we do not explicitly authorize such activities. As we expand our international business, our risks under these laws may increase.

We also may sell the Nanox System to government entities, which are subject to a number of challenges and risks. Any actual or perceived privacy, data protection, or data security incident, or even any perceived defect with regard to our practices or measures in these areas, may negatively impact public sector demand for our products. Government entities may also have statutory, contractual or other legal rights to terminate contracts with us for convenience or due to a default, and any such termination may adversely affect our future results of operations. Governments and other global organizations (such as the UN) routinely investigate and audit government contractors' administrative processes, and any unfavorable audit could result in the government refusing to continue buying our subscriptions, a reduction of revenue, or fines or civil or criminal liability if the audit uncovers improper or illegal activities. We have been subject to such inspection in the past and are currently not aware of any administrative findings. In addition, sales of the Nanox System in foreign markets could also be adversely affected by the imposition of governmental controls, political and economic instability, war, conflicts, civil unrest and other hostilities, trade restrictions and changes in tariffs, any of which may adversely affect our business, financial condition, results of operations and prospects.

Recent changes in the United States related to payment policies for imaging procedures could have a negative impact on the utilization of our imaging services.

In the United States, over the past several years, the Centers for Medicare & Medicaid Services ("CMS"), the federal agency responsible for administering the Medicare program, has implemented numerous changes to payment policies for imaging procedures in both the hospital setting and non-hospital settings, which include physician offices and freestanding imaging facilities. Some of these changes have had a negative impact on utilization of imaging services. Examples of these changes include:

- limiting payments for imaging services in physician offices and free-standing imaging facility settings based upon rates paid to hospital outpatient departments;
- reducing payments for certain imaging procedures when performed together with other imaging procedures in the same family of procedures on the same patient on the same day in the physician office and free-standing imaging facility setting;
- making significant revisions to the methodology for determining the practice expense component of the Medicare payment applicable to the physician office and free-standing imaging facility setting which results in a reduction in payment;
- revising payment policies and reducing payment amounts for imaging procedures performed in the hospital outpatient setting; and
- additional reimbursement cuts for radiology services in the Medicare 2024 Physician Fee Schedule.

Increased regulation and oversight of advanced diagnostic testing may also occur. One provision in the Protecting Access to Medicare Act requires CMS to develop appropriate use criteria ("AUC") that professionals must consult when ordering advanced diagnostic imaging services (which include magnetic resonance imaging ("MRI"), CT, nuclear medicine (including position emission tomography) and other advanced diagnostic imaging services that the Secretary of the Department of Health and Human Services ("HHS") may specify). Under this provision, payment was to be made to the furnishing professional for an applicable advanced diagnostic imaging service only if the claim indicated that the ordering professional consulted a qualified clinical decision support mechanism, as identified by HHS, as to whether the ordered service adhered to the applicable AUC. To the extent these types of changes have the effect of reducing the aggregate number of diagnostic medical imaging procedures performed in the United States, our business, results of operations, financial condition and cash flows would be adversely affected. However, in the 2024 Physician Fee Schedule, CMS announced that, effective January 1, 2024, it paused efforts to implement the AUC program for reevaluation and rescinded its AUC regulations. It is unclear whether or how the AUC program might be reinstated or changed under the current Trump administration or the degree of impact that any such changes would ultimately have upon our business.

The regulation of imaging procedures and medical device products by government authorities can be affected by a variety of factors, including government budget, funding and staffing levels, payment of user fees and reauthorization of user fee programs, ability to hire and retain key personnel, as well as statutory, regulatory and policy changes. HHS, CMS and other U.S. government agencies have been or may be subject to reductions in funding and downsizing of agency staffing levels, which could materially impact our business and operations. Further, a budget resolution passed by the House of Representatives in February 2025 proposed significant spending reductions for Medicaid and other federal programs, which, if enacted as part of a future U.S. federal budget, could impact our future business prospects.

In past years, we have recognized impairments in the carrying value of goodwill and long-lived assets. Significant impairment charges could negatively affect our results of operations and shareholders' equity.

In the past we have had a substantial amount of goodwill on our consolidated balance sheet as a result of historical acquisitions. The carrying value of goodwill represents the fair value of an acquired business in excess of identifiable assets and liabilities as of the acquisition date. Goodwill that is expected to contribute indefinitely to our cash flows is not amortized but must be evaluated for impairment at least annually. If the carrying value exceeds current fair value as determined based on the discounted future cash flows of the related business, the goodwill or intangible asset is considered impaired and is reduced to fair value via a non-cash charge to earnings. Events and conditions that could result in impairment include adverse changes in the regulatory environment, a reduced market capitalization or other factors leading to reduction in expected long-term growth or profitability. Goodwill impairment analysis and measurement is a process that requires significant judgment. Our share price and any control premium are factors affecting the assessment of the fair value of our underlying reporting units for purposes of performing any goodwill impairment assessment. For the year ended December 31, 2023, we recorded goodwill impairment in an amount of $7.4 million, related to the Radiology services and Nanox AI reporting units. For the year ended December 31, 2025, we recorded an impairment of $17.5 million that was recorded as a result of an impairment related to the machinery and equipment of our Korean Fab chip line. Significant impairment charges could negatively affect our results of operations and shareholders' equity.

Billing complexities associated with obtaining payment or reimbursement may negatively affect our revenue, cash flow and profitability.

Payment for our imaging-based offerings is, and is expected to be, provided by individual patients and from a variety of payors, such as commercial insurance carriers, managed care organizations and governmental programs. Each payor typically has different billing requirements, and the billing requirements of many payors have become increasingly stringent.

Among the factors complicating our customers' ability to bill and receive reimbursement from third-party payors are:

- disputes among payors as to which party is responsible for payment;
- disparity in coverage among various payors;
- disparity in information and billing requirements among payors; and
- incorrect or missing billing information, which is required to be provided by the ordering physician.

In addition, we may be required to seek new billing codes for imaging services using the Nanox System or any other imaging-based offering that we may provide, and regulatory authorities may not approve the creation of separate codes. Additionally, even if we are successful, existing or future billing codes or the payment amounts associated with such codes may change in the future.

These billing complexities, and the related uncertainty in obtaining payment for our imaging-based offerings, could negatively affect our revenue, cash flow and profitability.

Any collaborative and MSaaS arrangements that we have established or may establish in the future may not be successful or we may otherwise not realize the anticipated benefits from these collaborations. We do not control third parties with whom we have or may have collaborative or MSaaS arrangements, and we will rely on them to achieve results which may be significant to us. In addition, any current or future collaborative and MSaaS arrangements may place the development and commercialization of our technology outside our control, may require us to relinquish important rights or may otherwise be on terms unfavorable to us.

We have entered into certain, and expect to enter into additional, collaborative arrangements and MSaaS agreements with respect to the research, development, manufacture and commercialization of our technology with different relevant industry participants, including, among others, local operators, integrators, radiologists, cloud storage providers and medical AI software providers and third-party payors. See "Item 4. Information on the Company—B. Business Overview—MSaaS Agreements" and "Item 4. Information on the Company—B. Business Overview—Collaboration Agreements." Any future potential collaborative or MSaaS arrangements may require us to rely on external consultants, advisors and experts for assistance in several key functions, including research and development, manufacturing, regulatory, intellectual property, commercialization and distribution. We cannot and will not control these third parties, but we may rely on them to achieve results, which may be significant to us. Relying upon these collaborative arrangements subjects us to a number of risks, including:

- we may not be able to control the amount and timing of resources that our collaborators may devote to our technology;
- should a collaborator fail to comply with applicable laws, rules or regulations when performing services for us, we could be held liable for such violations;

- inability to gather sufficient further clinical evidence to support our technology and its usage;
- our collaborators may have a shortage of qualified personnel, particularly radiologists who can review the medical images generated by the Nanox System, especially as we deploy additional Nanox Systems and the volume of scans increases;
- we may be required to relinquish important rights, such as marketing and distribution rights;
- business combinations or significant changes in a collaborator's business strategy may adversely affect a collaborator's willingness or ability to complete its obligations under any arrangement;
- our collaborators may default on their payments to us or fail to deliver standby letters of credit or financial guarantees, and it may be time consuming and difficult to enforce such payment obligations and obligations to provide standby letters of credit and financial guarantees in various jurisdictions, and we may be unsuccessful in enforcing such obligations;
- our collaborative arrangements are subject to conditionality, including receipt of regulatory clearance and material compliance with acceptance test protocol, among other things, for the Nanox.ARC and the Nanox.ARC X;
- under certain circumstances, a collaborator could move forward with a competing product developed either independently or in collaboration with others, including our competitors;
- our current or future collaborators may utilize our proprietary information in a way that could expose us to competitive harm;
- our collaborators could obtain ownership or other control over intellectual property that is material to our business; and
- collaborative arrangements are often terminated or allowed to expire or remain unformalized by a written agreement, which could delay the ability to commercialize our technology.

In addition, if disputes arise between us and any of our collaborators, it could result in the delay or termination of the development, manufacturing or commercialization of products containing our technology, lead to protracted and costly legal proceedings, or cause collaborators to act in their own interest, which may not be in our interest. As a result, the collaborative arrangements that we may enter into, may not achieve their intended goals.

If any of these scenarios materialize, they could have a material adverse effect on our business, financial condition, results of operations and prospects.

We also may have other future products where it is desirable or essential to enter into agreements with a collaborator who has greater financial resources or different expertise than us, but for which we are unable to find an appropriate collaborator or are unable to do so on favorable terms. If we fail to enter into such collaborative agreements on favorable terms, it could materially delay or impair our ability to develop and commercialize, and increase the costs of development and commercialization of, our technology.

In deploying our MSaaS products, we rely upon third-party providers of cloud-based infrastructure, such as Microsoft. Any disruption in the operations of cloud service providers or interference with our use of cloud service providers would adversely affect our business, financial condition, and results of operations.

We outsource substantially all of the infrastructure relating to our cloud offerings to cloud service providers, such as Azure, Microsoft. Our customers need to be able to access our products and services at any time, without interruption or degradation of performance. Our cloud-based MSaaS products depend on protecting the virtual cloud infrastructure hosted by cloud service providers by maintaining its configuration, architecture, features and interconnection specifications, as well as maintaining the information stored in these virtual data centers and transmitted by third-party internet service providers. While our cloud service providers typically have robust backup and disaster recovery plans and processes in place, any incident affecting our cloud service providers' infrastructure that may be caused by fire, flood, severe storm, earthquake or other natural disasters, viruses, cyberattacks, terrorist or other attacks, and other similar events beyond our control could negatively affect our cloud-based SaaS products. A prolonged service disruption affecting our cloud-based offerings for any of the foregoing reasons would negatively impact our ability to serve our customers and could damage our reputation with current and potential customers, expose us to liability, cause us to lose customers or otherwise have an adverse effect on our business, financial condition, and results of operations. We may also incur significant costs for using alternative equipment or taking other actions in preparation for, or in reaction to, events that damage the cloud service providers services we use.

In the event that our service agreements with our cloud service providers are terminated, or there is a lapse of service, elimination of services or features that we utilize, interruption of internet service provider connectivity or damage to such facilities, we could experience interruptions in access to our MSaaS offering as well as significant delays and additional expenses in arranging or creating new facilities and services and/or re-architecting our cloud offering for deployment on a different cloud infrastructure service provider, which may adversely affect our business, financial condition and results of operations.

Any control weakness or failure in cloud-based software could adversely affect our business.

We use cloud-based third-party software to host applications for key financial and operational systems and we expect to expand their use in the future. We will increasingly rely on third-party software providers to maintain appropriate controls and safeguards to protect the integrity of our data and any information we transmit, including personal, personally identifiable, sensitive, confidential or proprietary information. While we conduct due diligence on these cloud providers with respect to their security and business controls, we may not have the visibility to effectively monitor the implementation and efficacy of these controls. If these controls do not operate effectively, we may not be able to rely on their software and cyber attackers may be able to exploit vulnerabilities, resulting in operational disruption, data loss, defects or a cybersecurity event. Having our software on the cloud increases the risk of operational disruption should internet service be interrupted. While we have implemented business contingency and other plans to facilitate continuous access, sustained or concurrent service denials or similar failures could limit our ability to write and process new and renewal business, provide customer service, pay claims in a timely manner, maintain our accounting function, or otherwise operate our business. Any such event or failure could have a material adverse effect on our business, financial condition and results of operations.

We could become subject to product liability claims, product recalls, warranty claims and professional malpractice liability claims that could be expensive, divert management's attention and harm our business reputation and financial results.

Our business exposes us to potential liability risks that are inherent in the marketing and sale of products used in patient care. We may be held liable if the Nanox System or if any other product that integrates our X-ray source technology causes injury or death or is found otherwise unsuitable during usage. The Nanox System incorporates sophisticated components and computer software. Complex software can contain errors, particularly when first introduced. In addition, new products or enhancements may contain undetected errors or performance problems that, despite testing, are discovered only after installation. Patients and end-users of the Nanox System could allege or possibly prove defects of our products or other products that integrate our technology.

Healthcare providers may use our products in a manner that is inconsistent with the products' labeling and that differs from the manner in which they were used in clinical studies and authorized for marketing by the FDA. Off-label use of products by healthcare providers is common, and any such off-label use of our products could subject us to additional liability, or require design changes to limit this potential off-label use once discovered. Defending a suit, regardless of merit, could be costly, could divert management attention, and might result in adverse publicity, which could result in the withdrawal of, or result in reduced acceptance of, our products in the market.

A product liability claim, regardless of its merit or eventual outcome, could result in significant legal defense costs and divert management's attention. Regardless of merit or eventual outcome, liability claims may result in:

- decreased demand for the Nanox System;
- injury to our reputation;
- costs of related litigation;
- substantial monetary awards to patients and others;
- loss of revenue; and
- the inability to commercialize future products.

In addition, we may be subject to professional liability claims, including, without limitation, for improper use or malfunction of our diagnostic imaging software.

Further, the radiologists that provide our teleradiology services may occasionally subject us to malpractice claims. For example, on November 29, 2023, a claim was asserted in Edgar County, Illinois against several defendants, including USARAD and a USARAD radiologist, alleging medical negligence relating to the failure to timely diagnose and treat a cervical spinal cord injury following a fall, including allegations that the radiologist misinterpreted a cervical CT and failed to recommend additional emergent diagnostic imaging. The matter remains in litigation and is proceeding through depositions. In addition, on February 7, 2025, a claim was filed in Saint Lawrence County, New York against several defendants, including USARAD and another USARAD radiologist, alleging medical negligence arising from the alleged misinterpretation of a CT scan and an alleged failure to diagnose a perforation of the sigmoid colon, which purportedly resulted in sepsis and the need for surgical intervention. The matter is in discovery pursuant to a Preliminary Conference Order, with depositions to be completed by October 30, 2026. Additional claims, suits or complaints relating to services provided by these radiologists or other radiologists have been, and may be asserted against us in the future. Any of these outcomes may have an adverse effect on our business, financial condition and results of operations, and may increase the volatility of our share price.

The coverage limits of our insurance policies we may choose to purchase to cover related risks may not be sufficient to cover future claims. If sales of the Nanox System or other products integrating our technology increase or we suffer future product liability claims or malpractice claims, we may be unable to maintain product liability insurance or malpractice insurance at satisfactory rates or with adequate amounts or at all. A product liability claim, any product recalls or excessive warranty claims, whether arising from defects in design or manufacture or otherwise, could negatively affect our sales or require a change in the design or manufacturing process, any of which could harm our relationship with our customers and partners, and have a material adverse impact on our reputation and business, financial condition, results of operations and prospects. Claims may arise from alleged misreads or delays in teleradiology interpretations, or from alleged defects or failures of our AI solutions, including claims asserting that use of our software contributed to a missed or delayed diagnosis; such claims may not be fully covered by product liability, errors and omissions or medical malpractice insurance. For example, a technical issue in a commercial engagement resulted in a mismatch between the country of origin of certain scans and their system labeling, leading to interpretation by radiologists licensed in different jurisdictions. Although the issue was identified and remediated, and corrective actions were implemented, similar incidents could result in regulatory, legal, or reputational risks.

In addition, if the Nanox System or other products integrating our technology are defective, we, our future customers or partners may be required to notify regulatory authorities and/or to recall the products. See "—Risks Related to Government Regulation—Our products may cause or contribute to adverse medical events or be subject to failures or malfunctions that we are required to report to the FDA, and if we fail to do so, we would be subject to sanctions that could harm our reputation, business, financial condition and results of operations. The discovery of serious safety issues with our products, or a recall of our products either voluntarily or at the direction of the FDA or another governmental authority, could have a negative impact on us." Any recall would divert management's attention and financial resources and harm our reputation with customers, patients, medical professionals and third-party payors. A recall involving the Nanox System would be particularly harmful to our business. The adverse publicity resulting from any of these actions could adversely affect the perception of our customers or partners. These investigations or recalls, especially if accompanied by unfavorable publicity, could result in our incurring substantial costs, losing revenues and damaging our reputation, each of which would harm our business, financial condition, results of operations and prospects.

Provision of teleradiology services is subject to extensive state licensure, facility credentialing, privileging and supervision requirements, as well as corporate practice of medicine and fee-splitting restrictions.

Our radiologists must maintain appropriate, often multi-state, medical licenses and hospital privileges, and any lapse, delay or adverse action could disrupt service delivery. Changes in state telehealth rules, cross-border practice restrictions, or payor policies could require us to modify or limit our service footprint. Any failure to comply with these licensure, credentialing, privileging, supervision, corporate practice of medicine or fee-splitting requirements, or any inability to adapt to evolving state telehealth rules, cross-border practice restrictions or payor policies, could result in fines, penalties, loss of licensure, denial or revocation of hospital privileges, disgorgement of fees, civil or criminal liability, the unenforceability of our service or compensation arrangements, reputational harm, or our inability to provide teleradiology services in one or more jurisdictions, any of which could materially and adversely affect our business, financial condition, results of operations and prospects.

If we lose a significant number of our radiologists, our revenue from our teleradiology services and financial results could be adversely affected.

There is a shortage of qualified radiologists in some of the regional markets that we serve. In addition, competition in recruiting radiologists may make it difficult for us to maintain adequate levels of radiologists. If a significant number of radiologists terminate their relationships with us and we cannot recruit sufficient qualified radiologists, our ability to generate revenue from teleradiology services and our financial results could be adversely affected.

Our reseller business depends on a limited number of third-party technology vendors and distributors whose authorizations and commercial programs may be changed or terminated, which could materially reduce our product offerings, margins, and revenue.

Our subsidiary, Nanox Health IT Inc. (formerly: Vaso Healthcare IT Corp.) ("Nanox Health IT"), a healthcare information technology provider serving hospitals and healthcare providers across the United States, resells and supports third-party healthcare IT infrastructure, cybersecurity, compliance, and imaging and clinical systems solutions for U.S. healthcare organizations. We rely on non-exclusive reseller agreements with the vendors we partner with. These arrangements are typically terminable on short notice. If we are unable to maintain or renew key vendor relationships, we could lose access to products and services that our customers demand, experience deterioration in pricing and incentives, and face delays in obtaining required support and licenses. Any such developments could impair Nanox Health IT's growth and profitability and, by reducing our channel access and installed-base relationships, hinder adoption of our FDA-cleared AI imaging solutions where they are intended to be integrated with customer infrastructure.

If we fail to collect amounts owed to us by our customers, we may nevertheless remain obligated to pay third-party vendors and other service providers for the products and services we resell or procure on our customers' behalf, which could adversely affect our liquidity, cash flows, financial condition, and results of operations.

Nanox Health IT provides healthcare information technology solutions and services to hospitals and other healthcare organizations in the United States and, as part of that business, resells and supports third-party healthcare IT infrastructure, cybersecurity, compliance, and imaging and clinical systems solutions. In these arrangements, we may act as an intermediary between our customers and the third-party technology vendors, software publishers, distributors, cloud providers, and service partners whose products and services we resell, integrate, support, or procure.

To the extent our customer contracts and vendor arrangements are structured on a "back-to-back" or similar basis, we may become contractually obligated to pay vendors (including for software licenses, subscriptions, hardware, support, professional services, cloud hosting, maintenance, or other third-party charges) on timelines that do not match, and may be independent of, our ability to collect payment from our customers. For example, we may be required to remit vendor payments even if a customer disputes an invoice, delays payment, is unable to pay, or defaults. In addition, our customers may withhold payment or seek offsets or credits based on allegations relating to performance, delays, service levels, cybersecurity incidents, or integration and interoperability issues, including where the underlying issue is attributable in whole or in part to a third-party vendor or product. At the same time, our ability to recover corresponding amounts from vendors may be limited by contract, subject to caps or exclusions, delayed, or disputed. As a result, we could incur material working capital needs and credit losses, and our operating cash flows could be adversely affected, including in periods when customer payment cycles lengthen, hospital budgets tighten, or macroeconomic conditions or healthcare reimbursement dynamics negatively affect customer liquidity. If we are required to make payments to vendors or other third parties without timely collection from customers, we may need to use cash on hand, draw on any available financing arrangements, or seek additional financing on unfavorable terms, and we may be required to reduce spending on growth initiatives, personnel, or other strategic priorities. Any of the foregoing could increase our expenses, reduce margins, and adversely affect our financial condition and results of operations.

Intense competition, including from original vendors that sell directly to end customers, may compress our margins and reduce our market share.

In our healthcare IT business, managed by our subsidiary, Nanox Health IT, we compete with other value-added resellers, systems integrators, and managed service providers, as well as with original equipment manufacturers and software publishers that increasingly sell directly to healthcare providers. Because the reseller market is characterized by price-based competition and structurally low gross margins, small shifts in vendor incentives or competitive pricing can significantly affect profitability. Competitive pressures may require us to match or beat aggressive pricing, expand pre-sales engineering and post-deployment support at our own expense, or accept less favorable terms. If we cannot maintain differentiation through healthcare-grade services and integration expertise, our margins and market share may decline. Reduced reseller profitability or lost deals would also lessen opportunities to deploy and scale our AI imaging platform in the United States.

We have limited control over the quality, availability, and support of third-party products and services we resell, which exposes us to operational, contractual, and reputational risk.

Our ability to deliver outcomes for customers of Nanox Health IT depends on third-party vendors' product quality, security posture, regulatory readiness, release schedules, and technical support. Vendors may modify product features, pricing, licensing, support models, or end-of-life timelines without our consent. Product defects, cybersecurity vulnerabilities, delayed releases, supply constraints, or service degradations at our vendors can lead to project delays, increased remediation costs, customer dissatisfaction, credits or penalties under our contracts, and reputational harm to Nanox Health IT. Because we cannot control vendor roadmaps or manufacturing capacity, we may be unable to source functionally equivalent alternatives on acceptable terms or timelines. These issues may also impede integrations required for our AI imaging solutions to interoperate with customer systems and thereby delay our commercialization strategy.

Changes to vendor pricing models, or certification requirements could reduce our gross profit and require additional investments in personnel and training.

A meaningful portion of our reseller economics may depend on the pricing models we obtain from Nanox Health IT's contracted vendors. Vendors may change their pricing models or require higher levels of sales specialization and technical certifications. Failure to obtain favorable pricing models or changes in required certification could lower our margins and require increased investment in sales engineering and compliance training, which may not be fully recoverable in pricing. Margin erosion at Nanox Health IT could constrain resources available to support the deployment and support of our AI imaging platform in customer environments.

Operating within U.S. healthcare environments subjects our reseller and managed services activities to complex and evolving regulations, including HIPAA and state privacy laws, and any non-compliance or security incident could result in significant penalties and loss of customer trust.

Nanox Health IT provides services and support within highly regulated clinical settings. In the course of delivering infrastructure, cybersecurity, compliance solutions, and imaging/clinical systems support, we may access or process protected health information, other sensitive data, or customer systems subject to the Health Insurance Portability and Accountability Act (HIPAA), state privacy and security laws, and contractual requirements. Compliance requires technical safeguards, administrative controls, workforce training, vendor diligence, and incident response capabilities. Actual or perceived non-compliance, a data breach, ransomware event, or security vulnerability, whether arising in our operations or those of our third-party vendors, could lead to regulatory investigations, contractual liability, indemnity claims, remediation costs, business interruption, reputational harm, and loss of customer relationships. Such events could also slow or prevent integration of our AI imaging solutions into customer workflows and hinder their clinical adoption.

We may face liability or reputational harm for third-party products or services we resell, integrate, or support, including in connection with clinical systems and cybersecurity solutions.

Customers may attribute system outages, performance issues, or security incidents to us when the underlying root cause lies with a third-party product, cloud service, update, or integration dependency. Our contracts may include service-level commitments, indemnification obligations, or limitations on our ability to disclaim responsibility for vendor performance. In healthcare environments, service disruptions or security incidents may carry heightened patient safety, operational, and regulatory implications. Even where we have contractual recourse against a vendor, recovery may be limited, delayed, or disputed. Reputational damage from such incidents could adversely affect both Nanox Health IT's services pipeline and confidence in our AI imaging platform's reliability and security posture.

Our U.S. healthcare customer base may be concentrated, and purchasing cycles can be lengthy and influenced by budgetary, reimbursement, and compliance considerations, resulting in revenue variability and forecasting challenges.

Hospital systems, imaging centers, radiology groups, and healthcare networks often undertake complex procurement processes, require extensive due diligence (including security, privacy, and compliance reviews), and coordinate across clinical, IT, and administrative stakeholders. As a result, sales cycles can be long, and order timing may be uneven or deferred due to budget constraints, capital allocation priorities, or regulatory considerations. If a limited number of key accounts reduce or delay purchases, or if we fail to expand within existing customers, our revenue and profitability could be adversely affected. Concentration and timing risks within Nanox Health IT's business may also affect the pace at which we can pilot, integrate, and scale our AI imaging solutions with those customers.

Integrating Nanox Health IT into our operations and aligning third-party solutions with our FDA-cleared AI imaging platform may require significant resources and entails execution risk.

We intend to leverage Nanox Health IT's infrastructure, cybersecurity, and clinical systems expertise to support the deployment and scaling of our AI imaging solutions across U.S. healthcare providers. Achieving this strategy requires coordinated product roadmaps with third-party vendors, development of validated interfaces and workflows, adherence to healthcare data and security controls, and expansion of our field engineering and customer success capabilities. Integration activities may divert management attention, increase operating expenses, or encounter unforeseen technical, regulatory, or contractual constraints. Delays or additional costs in integrating systems and services could slow commercial adoption of our AI imaging solutions and negatively impact our financial results.

Supply chain constraints, product allocation, or licensing changes by third-party vendors could delay customer projects and hinder deployments that are prerequisites for our AI imaging adoption.

Healthcare IT infrastructure and security projects frequently depend on specific hardware, cloud capacity, or software licenses. Vendor supply constraints, allocation priorities, changes in licensing models, or end-of-sale/end-of-support announcements can delay implementations or necessitate redesigns. Because our ability to deploy and support our AI imaging solutions often depends on the timely availability of compatible third-party components and environments, such disruptions could defer revenue, increase costs, or cause customers to reconsider platform standardization decisions in ways that disadvantage our offerings.

Our managed and professional services increase our exposure to project performance, staffing, and subcontractor risks that can affect customer outcomes and profitability.

Delivering design, deployment, migration, and ongoing managed services requires specialized personnel, stringent quality controls, and, in some cases, subcontractors or independent contractors. We may face challenges recruiting and retaining healthcare-grade security, compliance, and imaging systems expertise at scale, and labor cost inflation could pressure margins. Project scope changes, delays in customer readiness, or underestimation of effort may result in cost overruns, credits, or disputes. Where we rely on subcontractors or vendor professional services, their performance and availability may be outside our control. Any of these factors could reduce Nanox Health IT's profitability and diminish our ability to deliver integrated environments that support our AI imaging platform.

Evolving vendor channel strategies, including shifts toward direct sales or consumption-based cloud marketplaces, may reduce our role or economics in customer transactions.

Some technology vendors and cloud providers increasingly transact directly with healthcare customers or through digital marketplaces, changing the value capture and role of resellers and systems integrators. If vendors reduce channel protections, limit partner margins, require direct contracts for certain services, or prioritize their own professional services, our ability to participate in, influence, and support customer solutions could diminish. Reduced involvement in customer environments would also limit opportunities to introduce, integrate, and expand our AI imaging solutions.

Any inability to maintain robust compliance, certifications, and partner designations across multiple vendors and regulatory frameworks could restrict our access to opportunities in U.S. healthcare.

Healthcare customers frequently require proof of security posture, privacy compliance, workforce training, background checks, and vendor-specific technical certifications. Maintaining these qualifications is resource-intensive and subject to periodic audit. If we fail to obtain or maintain required certifications, attestations, or partner designations, we may be excluded from bids or advanced support tiers, lose access to incentive programs, or face contractual penalties. These outcomes could materially limit Nanox Health IT's growth and reduce the breadth of environments where our AI imaging solutions can be deployed.

We are highly dependent on key members of our executive management team. Our inability to retain these individuals could impede our business plan and growth strategies, which could have a negative impact on our business and the value of your investment.

Our ability to implement our business plan depends on the continued services of key members of our senior management. In particular, and to a critical extent, we are dependent on the continued efforts and services of the members of management named under "Item 6. Directors, Senior Management and Employees," as well as the senior management of our significant subsidiaries. If we lose the services of such key members of our management team, we would likely be forced to expend significant time and money in the pursuit of replacement individuals, which may result in a delay in the implementation of our business plan and plan of operations. We may not be able to find satisfactory replacements on terms that would not be unduly expensive or burdensome to us. We do not currently carry a key-man life insurance policy that would assist us in recouping our costs in the event of the death or disability of a member of our management team. The loss of members of our management team, or our inability to attract or retain other qualified individuals, could have a material adverse effect on our business, results of operations and financial condition.

The mishandling or the perceived mishandling of sensitive information, or the occurrence of data security breaches, could harm our business.

We expect that our business operations will enable us to accumulate a significant amount of highly sensitive and/or confidential information, including medical images and other medical and personal information. While employee contracts generally contain standard confidentiality provisions, our employees, customers or collaborators may not properly handle or process sensitive or confidential data. The improper handling of sensitive or confidential data, or even the perception of such mishandling (whether or not valid), or other security lapses by us, our customers or collaborators, could reduce demand for our offerings or otherwise expose us to financial or reputational harm or legal liability.

In addition, any security breach, including personal data breaches, or incident, including cybersecurity incidents, that we experience could result in unauthorized access to, misuse of or unauthorized acquisition of the sensitive or confidential information and data (including medical information), the loss, corruption, or alteration of this data, interruptions in our operations, or damage to our systems. Any such incidents, or any failure to make adequate or timely disclosures to the public, regulators or law enforcement agencies following any such incident, could subject us or our service providers to substantial system downtimes, operational delays, other detrimental impacts on our operations or ability to provide products and services to our customers, the compromising of confidential or otherwise protected information, including personal data, the destruction or corruption of data, other manipulation or improper use of our systems and networks, violations of applicable privacy, data collection and protection and cybersecurity laws and regulations or notification obligations, legal claims, regulatory scrutiny or enforcement actions, financial losses from remedial actions, loss of business or potential liability and/or damage to our reputation, any of which could have a material adverse effect on our business operations, cash flows, competitive position, financial condition and results of operations.

An increasing number of digital platforms have disclosed breaches of their security, some of which have involved sophisticated and highly targeted attacks on portions of their services. Because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently and often are not foreseeable or recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. If an actual or perceived breach of our security occurs, public perception of the effectiveness of our security measures and brand could be harmed and our results of operations could be negatively affected. Data security breaches and other incidents may also result from non-technical means (e.g., actions by employees or contractors). Any compromise of our security could result in a violation of applicable security, privacy or data protection, consumer and other laws, regulatory or other governmental investigations, enforcement actions, and legal and financial exposure, including potential contractual liability. Any such compromise could also result in damage to our reputation and a loss of confidence in our security and privacy or data protection measures. Any of these effects could materially and adversely affect our business, financial condition and results of operations.

Our business and operations would suffer in the event of computer system failures, cyber-attacks or deficiencies in our cyber-security.

Our ability to execute our business strategy depends, in part, on the continued and uninterrupted performance of our information technology systems, which support our operations. Despite the implementation of security measures, our internal computer systems, and those of third parties on which we rely, are vulnerable to damage from, among others, computer viruses, malware, natural disasters, terrorism, war, telecommunication and electrical failures, cyber-attacks or cyber-intrusions over the internet, attachments to emails, persons inside our organization, or persons with access to systems inside our organization or similar disruptive problems. The risk of a security breach or disruption, particularly through cyber-attacks or cyber intrusion, including by computer hackers, foreign governments and cyber terrorists, has generally increased as the number, intensity and sophistication of attempted attacks and intrusions from around the world have increased and could be enhanced or facilitated by AI. Our systems are also subject to compromise from internal threats such as improper action by employees, including phishing attacks or malicious insiders, or by vendors, counterparties and other third parties with otherwise legitimate access to our systems. Our policies, employee training, procedures and technical safeguards may not prevent all improper access to our network or proprietary or confidential information by employees, vendors, counterparties or other third parties. For example, in March 2026, we became aware that we were subject to what we believe was an attempted cybersecurity breach. Although to our best knowledge, the attempted cybersecurity breach did not have a material adverse effect on our business, a similar event in the future could have a material adverse effect on our business operations, cash flows and financial condition. If any other similar event were to occur and cause interruptions in our operations, it could result in a material disruption of our product development programs. We may not be able to anticipate data breaches, cyber-attacks or other similar incidents, detect or react to such incidents in a timely manner, implement effective preventive measures against such incidents, or adequately remediate any such incident. In addition, we cannot be certain that our insurance coverage will be adequate for cybersecurity liabilities actually incurred, that insurance will continue to be available to us on economically reasonable terms, or at all, or that our insurer will not deny coverage as to any future claim.

Any such security breach may compromise information stored on our networks and may result in significant data losses or theft of personally identifiable information. A cybersecurity breach could also hurt our reputation by adversely affecting the patients' perception of the security of their information. A number of proposed and enacted federal, state and international laws and regulations obligate companies to notify individuals of security breaches involving particular personally identifiable information, which could result from breaches experienced by us or by third parties, including collaborators, vendors, contractors or other organizations with which we expect to form strategic relationships. In addition, a cybersecurity attack could result in other negative consequences, including disruption of our internal operations, increased cyber security protection costs, lost revenue, regulatory actions or litigations.

We may not receive payment from some of our customers for our AI solutions as a result of financial hardship.

We contract with hospitals, imaging centers, urgent care and other facilities to provide reading, teleradiology services and AI solutions. Some of our customers may not have significant financial resources, liquidity or access to capital. If these customers experience financial difficulties, they may be unable to pay us for the services that we provide. A significant deterioration in industry conditions could have a material adverse effect on the financial health of some of our customers. If our customers suffer financial hardship, they could delay or default on their payment obligations to us, negatively impacting our operations.

Exchange rate fluctuations between the U.S. dollar, the New Israeli Shekel and the KRW and inflation may negatively affect our results of operations, and we may not be able to hedge our currency exchange risks successfully.

The U.S. dollar is our functional and reporting currency. However, a portion of our operating expenses, including personnel and facilities related expenses, are incurred in NIS or KRW. As a result, we are exposed to the risks that the NIS and KRW may appreciate relative to the U.S. dollar, or, if the NIS and KRW instead devalues relative to the U.S. dollar, that the inflation rate in Israel or Korea may exceed such rate of devaluation of the NIS or KRW, or that the timing of such devaluation may lag behind inflation in Israel or Korea. In any such event, the dollar cost of our operations in Israel or Korea would increase and our dollar-denominated results of operations would be adversely affected. Given our general lack of currency hedging arrangements to protect us from fluctuations in the exchange rates of the NIS and KRW and other foreign currencies in relation to the U.S. dollar (and/or from inflation of such foreign currencies), we may be exposed to adverse effects from such movements. Our exchange rate exposure may change over time as our business evolves and could result in increased costs or reduced revenue and could affect our actual cash flow. Changes in the relative values of currencies occur regularly and, in some instances, may have a significant impact on our operating results. The rate of inflation in Israel or Korea or in currency exchange rates may materially change and we might not be able to effectively mitigate these risks.

We may be subject to claims, litigation and investigations in the future, all of which will require significant management attention, could result in significant legal expenses and may result in unfavorable outcomes, all or any of which could have a material adverse impact on our financial condition and results of operations, harm our reputation or otherwise negatively impact our business.

We have been, and may in the future become, subject to litigation, investigations, or claims arising in or outside the ordinary course of business that could negatively affect our business operations and financial condition, including securities class actions and shareholder derivative actions, both of which are typically expensive to defend. Such claims and litigation proceedings may be brought by third parties, including our customers, competitors, advisors, service providers, partners or collaborators, employees, and governmental or regulatory bodies.

For example, as previously disclosed, we had two securities class action complaints against us and certain former officers and a director, asserting violations of federal securities laws and seeking unspecified damages. On June 2, 2023, the Company entered into a formal settlement agreement to settle those actions for $8 million. On May 7, 2024, the settlement was approved by the court. In addition, the Division of Enforcement of the SEC previously conducted an investigation to determine whether there had been any violations of the federal securities laws, relating to the development cost of the Company's Nanox.ARC prototypes, as well as the Company's estimate for the cost of assembling the final Nanox.ARC product at scale, among other things. The Company and Ran Poliakine, former Chairman of the Board of Directors of the Company who passed away in January 2024, reached final agreements with the SEC staff to settle this matter, which agreements were approved by the United States District Court for the Southern District of New York in October 2023. The Company paid a civil penalty in the amount of $650,000 and is permanently enjoined from violating Section 17(a)(2) of the Securities Act and Section 13(a) of the Securities Exchange and Rules 12b-20 and 13a-1 thereunder. Mr. Poliakine paid disgorgement of $240,000, together with prejudgment interest of $26,836.39, a civil penalty of $150,000, and was permanently enjoined from violating Section 17(a)(2) of the Securities Act and aiding and abetting any violation of Section 13(a) of the Exchange Act and Rules 12b-20 and 13a-1 thereunder.

Further, USARAD and the radiologists that provide our teleradiology services may occasionally subject us to malpractice claims. For example, on November 29, 2023, a claim was asserted in Edgar County, Illinois against several defendants, including USARAD and a USARAD radiologist, alleging medical negligence relating to the failure to timely diagnose and treat a cervical spinal cord injury following a fall, including allegations that the radiologist misinterpreted a cervical CT and failed to recommend additional emergent diagnostic imaging. The matter remains in litigation and is proceeding through depositions. In addition, on February 7, 2025, a claim was filed in Saint Lawrence County, New York against several defendants, including USARAD and another USARAD radiologist, alleging medical negligence arising from the alleged misinterpretation of a CT scan and an alleged failure to diagnose a perforation of the sigmoid colon, which purportedly resulted in sepsis and the need for surgical intervention. The matter is in discovery pursuant to a Preliminary Conference Order, with depositions to be completed by October 30, 2026.

In addition, a claim was filed in Israel against the Company, Nanox Imaging PLC ("Nanox Gibraltar") and the deceased Mr. Ran Poliakine, the Company's previous Chairman, alleging a breach of a consulting agreement between the plaintiff and Nanox Gibraltar. See "Item 4. Information on the Company—B. Business Overview—Legal Proceedings."

On December 11, 2025, we received a letter from a shareholder detailing certain purported concerns and allegations relating to representations made during negotiations regarding a certain asset transaction. On April 19, 2026, we entered into a settlement agreement with said shareholder, pursuant to which the alleging shareholder, on its own behalf and on behalf of its shareholders, fully released us from any and all claims, including those mentioned in the shareholder's letter, claims relating to the asset transaction, and claims relating to our relationship with the shareholder and its affiliates and shareholders. In return for the release, and without admission of any liability, we agreed to issue to the shareholder 450,000 ordinary shares.

The outcome of any litigation and SEC investigation, regardless of its merits, is inherently uncertain and may differ substantially from our expectations. Any claims and lawsuits, and the disposition of such claims and lawsuits, or SEC investigation could be time-consuming and expensive to resolve, divert management attention and resources, and lead to attempts on the part of other parties to pursue similar claims. We may not be able to determine the amount of any potential losses and other costs we may incur due to the inherent uncertainties of litigation and settlement negotiations. In the event we are required or decide to pay amounts in connection with any claims, lawsuits or SEC investigation, such amounts could be significant and could have a material adverse impact on our liquidity, business, financial condition and results of operations. In addition, the outcome of any litigation and SEC investigation, including the collateral effects of the Company's recent settlement with the SEC as described above, may increase the likelihood of us being subject to potential claims, litigations and investigations, and could have a material adverse impact on our business, liquidity and financing. In addition, depending on the nature and timing of any such dispute, a resolution of a legal matter could materially affect our future operating results, our cash flows or both.

Significant tariffs or other restrictions related to "trade wars" placed on foreign nations' imports or any related counter-measures taken by such countries may materially harm our revenue and results of operations.

The Nanox.ARC and the Nanox.ARC X production process involves manufacturers and/or suppliers in foreign nations for the production of certain components of the Nanox.ARC and the Nanox.ARC X. There have been significant changes and proposed changes in recent years to U.S. trade policies, tariffs and treaties affecting imports. The U.S. administration has announced additional tariffs on imports from a number of countries, including China. In response, China and other countries have imposed or proposed additional tariffs on certain imports from the United States, as well as additional trade restrictions. Such tariffs and any further legislation or actions taken by the United States or other countries that restrict trade, such as additional tariffs, trade barriers, tax policies related to international commerce, export controls, sanctions and investment restrictions, renegotiation of existing trade agreements with U.S. trading partners, and other protectionist or retaliatory measures taken by such governments, could adversely impact our business, financial condition and results of operations. If any forms of duties or tariffs are imposed on the Nanox.ARC or the Nanox.ARC X, or their components, we may be required to charge higher prices in the United States than we expect, which may result in fewer customers and harm our operating performance. Alternatively, we or our contractors may seek manufacturers and/or suppliers in countries not affected, or less affected by the tariffs, resulting in significant costs and disruption to our operations and business. Our business could also be impacted by retaliatory trade measures taken by other countries in response to existing or future tariffs, causing us to raise prices or make changes to our operations, any of which could materially harm our business, financial condition and results of operations. Escalating trade tensions between the U.S. and other countries may also disrupt global supply chains and could materially disrupt the manufacturing or deployment of the Nanox.ARC or result in significant price increases. The imposition of tariffs or other similar trade restrictions may also be inflationary, which could cause the cost of inputs to increase. Volatile trade relations have also caused and may continue to cause significant volatility in the global financial market. Further, political tensions as a result of trade policies could reduce trade volume, investment, technological exchange, and other economic activities between major international economies, resulting in a material adverse effect on global economic conditions. Any of these developments could have a material adverse effect on our business, financial condition and results of operations.

Our business may be impacted by changes in general economic conditions.

Our business is subject to risks arising from changes in domestic and global economic conditions, including adverse economic conditions in markets in which we operate, which may harm our business. For example, the existence of inflation in the economy has resulted in, and may continue to result in, high interest rates and capital costs, limited availability of credit, liquidity shortages and constrained capital spending, increased costs of labor, fluctuations in foreign currency exchange rates, challenging and delayed sales cycles, slower adoption of new technologies, increased price competition and other similar effects. A failure to adequately respond to these risks could have a material adverse impact on our financial condition, results of operations or cash flows.

If our future customers significantly reduce spending in areas in which our technology and products are utilized, or prioritize other expenditures over our technology and products, our business, financial condition, results of operations and prospects would be materially adversely affected.

Disruption to the global economy could also result in a number of follow-on effects on our business, including a possible slow-down resulting from lower customer expenditures; inability of customers to pay for products, solutions or services on time, if at all; an increase in the amount of accounts receivable we are required to write off; more restrictive export regulations which could limit our potential customer base; negative impact on our liquidity, financial condition and share price, which may impact our ability to raise capital in the market, obtain financing and secure other sources of funding in the future on terms favorable to us.

In addition, the occurrence of catastrophic events, such as hurricanes, storms, earthquakes, tsunamis, floods, medical epidemics and other catastrophes that adversely affect the business climate in any of our markets could have a material adverse effect on our business, financial condition and results of operations. Some of our operations are located in areas that have been in the past, and may be in the future, susceptible to such occurrences.

Our business, financial condition and results of operations may be materially adversely affected by adverse developments with respect to geopolitical disputes and financial institutions and associated liquidity risk.

Geopolitical risks, including those arising from trade tension and/or the imposition of trade tariffs, terrorist activity or acts of civil or international hostility, are increasing. Similarly, the ongoing military conflicts in the Middle East and between Russia and Ukraine has had negative impacts on the global economy, including by contributing to rapidly rising costs of living (driven largely by higher energy prices) and created uncertainty in the global capital markets and is expected to have further global economic consequences, including disruptions of the global supply chain and energy markets. The Russian military actions and the resulting sanctions have had a negative impact on supply chains, our MSaaS agreements relating to Russia and Belarus or the region and adversely affect the global economy and financial markets. While we have not experienced any material disruption to our operations as a result of the current geopolitical developments, and our business continues to operate as planned across its global operations, there can be no assurance that the ongoing geopolitical developments will not have an impact on our operations, financial condition, or results of operations in the future. Any of the abovementioned factors could affect our business, prospects, financial condition and operating results. The extent and duration of the military action, sanctions and resulting market disruptions are impossible to predict, but could be substantial. Any such disruptions may also magnify the impact of other risks described in this Annual Report on Form 20-F.

We do not expect to carry any business interruption insurance or any other insurance (except for director and officer, property, product and professional liability, malpractice, clinical trials and cyber security insurance). As a result, we may incur uninsured losses, increasing the possibility that you would lose your entire investment in our company.

Our products and services are in the medical imaging field and so may be subject to claims. We are not immune from product liability or other product claim risks, and we may not be able to maintain insurance on acceptable terms against such risks or that such insurance will be sufficient to protect us against potential claims or that insurance will be available in the future in amounts sufficient to protect us. A product liability claim, malpractice or other claim, as well as any claims for uninsured liabilities or in excess of insured liabilities, could have a material adverse effect on our business, financial condition, results of operations and prospects.

Certain of our directors and/or officers may have interests that may differ from ours.

Certain of our directors currently own, operate and manage other entities, which may have similar or different objectives than ours. Such activities could detract from the time these people have to allocate to our affairs.

Our management team has limited experience managing a public company.

Most members of our management team have limited experience managing a publicly traded company, interacting with public company investors and complying with the increasingly complex laws pertaining to public companies in the United States. Our management team may not successfully or efficiently manage our operations as a public company subject to significant regulatory oversight and reporting obligations under the U.S. federal securities laws and the continuous scrutiny of securities analysts and investors. These obligations and constituents require significant attention from our senior management and could divert their attention away from the day-to-day management of our business, which could adversely affect our business, financial condition, results of operations and prospects.

Environmental, social and corporate governance ("ESG") issues, including those related to climate change and sustainability, may have an adverse effect on our business, financial condition and results of operations and damage our reputation.

There is an increasing focus from certain investors, customers, consumers, employees and other stakeholders concerning ESG matters. Additionally, public interest and legislative pressure related to public companies' ESG practices continue to grow. If our ESG practices fail to meet regulatory requirements or investor, employee or other stakeholders' evolving expectations and standards for responsible corporate citizenship in areas including environmental stewardship, support for local communities, Board of Directors and employee diversity, human capital management, employee health and safety practices, product quality, supply chain management, corporate governance and transparency, our reputation and employee retention may be negatively impacted, and our suppliers may be unwilling to continue to do business with us.

Investors and other stakeholders are increasingly focusing on environmental issues, including climate change, energy and water use, plastic waste and other sustainability concerns. Concern over climate change may result in new or increased legal and regulatory requirements to reduce or mitigate impacts to the environment. Increased regulatory requirements may result in increased demands or requirements regarding components of our products and their environmental impact on sustainability. Complying with these demands or requirements could cause us to incur additional manufacturing, operating or product development costs.

Additionally, we may become subject to new compliance requirements and/or new costs or taxes associated with natural resource or energy usage and related emissions (such as a "carbon tax"), which could increase our operating costs. All of these factors could result in additional costs and devoting additional resources to monitor, report and implement various corporate responsibility practices.

If we do not adapt to or comply with new regulations, or fail to meet evolving investor, industry or stakeholder expectations and concerns regarding ESG issues, investors may reconsider their capital investment in our Company, which could have a material adverse effect on our business or financial condition.

Risks Related to Our Intellectual Property

It is difficult and costly to protect our intellectual property and our proprietary technologies, and we may not be able to ensure their protection.

We rely upon a combination of patents and trade secrets to protect the intellectual property related to our proprietary technologies. Our success depends significantly on our ability to obtain and maintain intellectual property protection with respect to our technology and products. Patents and other proprietary rights provide uncertain protections, and we may be unable to protect our intellectual property for reasons including those that result from complex factual and legal issues such as those that create uncertainty as to the validity, scope and enforceability of any particular patent that we hold or for which we have applied. As a result, we may be unsuccessful in defending our patents and other proprietary rights against third-party challenges, which could have a material adverse effect on our business.

We generally enter into confidentiality and invention assignment agreements with our employees and contractors, and confidentiality agreements with parties with whom we conduct business, in order to limit access to, and the disclosure and use of, our proprietary information. However, we may not be successful in executing these agreements with every party who has access to our confidential information or contributes to the development of our intellectual property. In addition, those agreements that we do execute may be breached, and we may not have adequate remedies for any such breach. Further, these contractual arrangements would not prevent independent development of similar intellectual property by others.

Although we are attempting to obtain patent coverage for our technology where available and where we believe appropriate, there are aspects of the technology for which patent coverage may never be sought or received. Additionally, we have obtained, and may in the future obtain, certain intellectual property related to our technology from third parties, and we cannot be certain that such third parties took the necessary actions to maintain such rights or that the transfer of such rights to us was proper and effective. We may, as a result, be subject to claims challenging the ownership or enforceability of such rights. Furthermore, we may not possess the resources to, or for other reasons may not choose to, pursue patent protection on every invention or in any or every country where we may eventually decide to sell our future products. Our ability to prevent others from making or selling duplicate or similar technologies will be impaired for those technologies with respect to which, and in those countries where, we have no patent protection. In addition, there is no assurance that all potentially relevant prior art relating to our patents and patent applications has been found, which can prevent a patent from issuing from a pending patent application or later invalidate or narrow the scope of an issued patent. Even if patents do successfully issue and even if such patents cover our technology, third parties may challenge their validity, enforceability or scope, which may result in such patents being narrowed, invalidated, or held unenforceable. Any successful challenge to these patents or any other patents owned by or licensed to us could deprive us of rights necessary for the successful commercialization of our technology.

In addition, for patents that we do issue based on our applications or future applications, any issued patents may not provide us with any competitive advantages. Competitors may be able to design around our patents and develop products that provide outcomes comparable or superior to ours. Any changes we make to our product or any future products, including designs that may be required for commercialization or that cause them to have what we view as more advantageous properties, may not be covered by patents and patent applications we have licensed or own, and we may be required to file new applications and/or seek other forms of protection for any such altered products if any such protection is available. In addition, the patent prosecution process is expensive, time-consuming and complicated, and we and our current or future licensors, licensees or collaborators may not be able to prepare, file, prosecute and maintain all necessary or desirable patents or patent applications at a reasonable cost or in a timely manner. It is also possible that we or our current or future licensors, licensees or collaborators will fail to identify patentable aspects of inventions before it is too late to obtain patent protection for them. In addition, if we choose to and are able to secure patent protection in countries outside the U.S., the laws of some foreign countries may not protect our intellectual property rights to the same extent as do the laws of the United States. For instance, the legal systems of some countries, including India, China and other developing countries, do not favor the enforcement of patents and other intellectual property rights. This could make it difficult for us to stop the infringement of our patents or the misappropriation of our other intellectual property rights.

Some countries also have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties. In addition, some countries limit the enforceability of patents against government agencies or government contractors. In these countries, the patent owner may have limited remedies, which could materially diminish the value of such patent. If we or any of our licensors is forced to grant a license to third parties with respect to any patents relevant to our business, our competitive position may be impaired.

Changes in either the patent laws or their interpretation in the United States and other countries may diminish our ability to protect our inventions and enforce our intellectual property rights, and more generally could affect the value of our intellectual property. Our efforts to seek patent protection for our technology could be negatively impacted by any such changes, which could have a material adverse effect on our existing patent rights and our ability to protect and enforce our intellectual property in the future. In particular, our ability to stop third parties from making, using, selling, offering to sell or importing products that infringe our intellectual property will depend in part on our success in obtaining and enforcing patent claims that cover our technology, inventions and improvements.

We may come to believe that third parties are infringing on, or otherwise violating, our patents or other proprietary rights. To prevent infringement or unauthorized use, we may need to file infringement and/or misappropriation suits, which are very expensive and time-consuming, could result in meritorious counterclaims against us and would distract management’s attention. Also, in an infringement or misappropriation proceeding, a court may decide that one or more of our patents is invalid, unenforceable, or both, in which case third parties may be able to use our technology without paying license fees or royalties. Even if the validity of our patents is upheld, a court may refuse to stop the other party from using the technology at issue on the grounds that the other party’s activities are not covered by our patents.

In addition to patents, we rely on trade secrets to protect our technology; however, the policies we use to protect our trade secrets may not be effective in preventing misappropriation of our trade secrets by others. In addition, confidentiality agreements executed by our employees, consultants and advisors may not be enforceable or may not provide meaningful protection for our trade secrets or other proprietary information in the event of unauthorized use or disclosure. Litigating a trade secret claim is expensive and time consuming, and the outcome may be unexpected. In addition, courts outside the United States are sometimes less willing to protect trade secrets. Moreover, our competitors may independently develop knowledge, methods and know-how that allow them to create substantially similar products or services without misappropriating our trade secrets. If we are unable to protect our trade secrets, we may be unable to prevent competitors from using our own inventions and intellectual property to compete against us, and our business may be harmed.

Patent terms may be inadequate to protect our competitive position on our future products for an adequate amount of time.

Patents have a limited lifespan. In the United States, if all maintenance fees are timely paid, the natural expiration of a patent is generally 20 years from its earliest U.S. non-provisional filing date. Various extensions may be available, but the life of a patent, and the protection it affords, is limited. Even if patents covering our future products are obtained, once the patent life has expired, we may be open to competition from competitive products.

Given the amount of time required for the development, testing and regulatory review of new products, patents protecting our future products might expire before or shortly after we or our future partners commercialize those products. As a result, our owned and licensed patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours for a sufficient amount of time, and, as a result, we may not be able to obtain adequate protection from our patent portfolio against competition, in spite of the time and effort invested in the commercialization of our future products.

Claims that our technology or our future products or the sale or use of our future products infringe the patents or other intellectual property rights of third parties could result in costly litigation or could require substantial time and money to resolve, even if litigation is avoided.

Because our industry is characterized by competing intellectual property, we may be subject to legal actions for violating the intellectual property rights of others, including claims that former employees, collaborators or third parties have an interest in our patents, trade secrets or other intellectual property. For example, we may have inventorship or ownership disputes arising from conflicting obligations of employees, consultants or others who are involved in developing our technology or our products.

We also may be required to participate in interference, derivation or opposition proceedings that concern disputes regarding priority of inventions disclosed in our patents. Determining whether a product infringes a patent, as well as priority of inventions and other patent-related disputes, involves complex legal and factual issues and the outcome is often uncertain. We have not conducted any significant search of patents issued to third parties, and third-party patents containing claims covering our technology or methods that predate our patents may exist. Because of the number of patents issued and patent applications filed in our technical areas or fields (including some pertaining specifically to medical imaging technologies), our competitors or other third parties may assert that our technology and the methods we employ in the use of products incorporating our technology are covered by United States or foreign patents held by them. In addition, because patent applications can take many years to issue and because publication schedules for pending applications vary by jurisdiction, there may be applications now pending of which we are unaware, and which may result in issued patents that our technology or other future products would infringe. Also, because the claims of published patent applications can change between publication and patent grant, there may be published patent applications that may ultimately issue with claims that we infringe.

As the number of competitors in the market for medical imaging technologies increases, and as the number of patents issued in this area grows, the possibility of patent infringement claims against us increases. Some of our competitors may be able to sustain the costs of complex patent litigation more effectively than we can, including if they have substantially greater resources. Defending against such litigation is costly and time consuming, and would distract our management from our business. In addition, any uncertainties resulting from the initiation and continuation of any litigation could have a material adverse effect on our ability to raise the funds necessary to continue our operations.

In the event that we become subject to a patent infringement or other intellectual property lawsuit and if the relevant patents or other intellectual property were upheld as valid and enforceable and we were found to infringe or violate those rights or the terms of a license to which we are a party, we could be prevented from selling any infringing products of ours unless we could obtain a license or were able to redesign the product to avoid infringement. If we were unable to obtain a license or successfully redesign, we might be prevented from selling our technology or other future products. If we are able to redesign, we may need to invest substantial resources in the redesign process. If there is an allegation or determination that we have infringed the intellectual property rights of a competitor or other person, we may be required to pay damages, or a settlement or ongoing royalties, or we may be required to enter into cross-licenses with our competitors. In any of these circumstances, we may be unable to sell our products at competitive prices or at all, and our business, financial condition, results of operations and prospects could be harmed.

In addition, we may be required to indemnify our customers and distributors against claims relating to the infringement of intellectual property rights of third parties related to our products. Third parties may assert infringement claims against our customers or distributors. These claims may require us to initiate or defend protracted and costly litigation on behalf of our customers or distributors, regardless of the merits of these claims. If any of these claims succeed, we may be forced to pay damages on behalf of our customers or distributors, or may be required to obtain licenses for the products or services they use. If we cannot obtain all necessary licenses on commercially reasonable terms, our distributors may be forced to stop distributing our products or services, and our customers may be forced to stop using our products or services.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during discovery. There could also be public announcements of the results of hearings, motions or other interim proceedings or developments, which could have a material adverse effect on the price of our ordinary shares. If securities analysts or investors perceive these results to be negative, it could have a material adverse effect on the price of our ordinary shares.

Obtaining and maintaining patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated if we or our future licensors do not comply with these requirements.

Periodic maintenance fees, renewal fees, annuity fees and various other government fees on a patent and patent application are due to be paid to the patent offices and agencies in several stages over the lifetime of the patent and patent application. The U.S. Patent and Trademark Office and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. In certain circumstances, we may be required to rely on our licensing partners to take the necessary action to comply with these requirements with respect to patents or other intellectual property they have licensed to us. While an inadvertent lapse can in many cases be cured by payment of a late fee or by other means in accordance with the applicable rules, there are situations in which noncompliance, which could include failure to respond to official actions within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents, can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In such an event, our competitors may be able to enter the market and compete with our products, which would have a material adverse effect on our business.

We may be subject to claims that our employees, consultants or advisers have wrongfully used or disclosed alleged trade secrets of their former employers or claims asserting ownership of what we regard as our own intellectual property.

Many of our employees, consultants and advisers, including our senior management, were previously employed at other companies that may have proprietary rights related to our business. Some of these employees, consultants and advisers, including members of our senior management, executed proprietary rights, non-disclosure and non-competition agreements in connection with such previous employment. Although we try to ensure that such individuals do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that we or these employees have used or disclosed intellectual property, including trade secrets or other proprietary information, of any such individual's former employer. We are not aware of any such disclosures, or threatened or pending claims related to these matters, but in the future, litigation may be necessary to defend against such claims. If we fail in defending any such claims, we may lose valuable intellectual property rights or personnel, in addition to possibly paying monetary damages and being enjoined from conducting our business as contemplated. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management.

Additionally, a licensor, collaborator, employee, consultant, adviser or other third party may dispute our or our licensor's ownership of certain intellectual property rights. We seek to address these concerns in our contractual agreements; however, we may not have contractual arrangements with the party in question and/or such provisions may not be effective. If these provisions prove to be ineffective, we may not be able to achieve our business objectives. If we or our licensors fail in defending any such claims, we may have to pay monetary damages and may lose valuable intellectual property rights, such as exclusive ownership of, or right to use, intellectual property, which could adversely impact our business, financial condition and results of operations.

If our trademarks and trade names are not adequately protected, then we may not be able to build name recognition in our markets of interest and our business may be adversely affected.

Our registered and unregistered trademarks or trade names are valuable assets and may be challenged, infringed, circumvented, declared generic, or determined to infringe third-party marks. We may not be able to protect our rights to these trademarks and trade names, which are necessary to build name recognition among potential collaborators or customers in our markets of interest. Competitors may adopt trade names or trademarks similar to ours, thereby impeding our ability to build brand identity and possibly leading to market confusion. For example, the Sheba Fund for Health Services and Research filed four trademark applications for the word "ARC" and three additional logos; Intel Corporation filed a trademark application for the word "ARC" with the Israeli Patent Office; and Arcreal Inc. filed a trademark application for the word "ARC SCAN" with the Israeli Patent Office. These applications were published for possible opposition, and the Company filed oppositions, claiming that the marks are confusingly similar to its own trademark. The Company has signed co-existence agreements with each of them. In addition, there could be potential trade name or trademark infringement claims brought by owners of other trademarks or trademarks that incorporate variations of our unregistered trademarks or trade names. We have not conducted any registrability studies for possible future trademarks to assess whether such marks would be successfully registered. Over the long term, if we are unable to establish name recognition based on our trademarks and trade names, we may not be able to compete effectively, and our business may be adversely affected. Furthermore, we may license our trademarks and trade names to third parties, such as distributors. Although these license agreements may provide guidelines for how our trademarks and trade names may be used, a breach of these agreements or misuse of our trademarks and trade names by our licensees may jeopardize our rights in or diminish the goodwill associated with our trademarks and trade names. Our efforts to enforce or protect our proprietary rights related to trademarks, trade names, trade secrets, domain names, copyrights, or other intellectual property may be ineffective and could result in substantial costs and diversion of resources, adversely affecting our competitive position, business, financial condition, results of operations, and prospects.

Our rights to develop and commercialize our products may be subject to the terms and conditions of licenses and sublicenses granted to us by third parties.

We rely on licenses and sublicenses to certain patent rights and other intellectual property from third parties that are important or necessary to the development of our products, including the software modules that we expect to integrate into the Nanox.CLOUD. These and other licenses may not provide exclusive rights to use such intellectual property in all relevant fields of use and in all territories in which we may wish to develop or commercialize our products and the underlying patents may fail to provide the intended exclusivity. As a result, we may not be able to prevent competitors from developing and commercializing competitive products in the markets that we hope to address. Moreover, we would not own at least some of the underlying intellectual property rights related to these products, and as a result our rights would be subject to the continuation and compliance with the terms of those agreements. If such in-licenses were terminated, competitors would have the freedom to develop, seek regulatory approval of, and to market, products similar or identical to ours.

In addition, these license agreements may not grant us the right to control the preparation, filing, prosecution or maintenance of patents and patent applications covering our products. Therefore, we cannot be certain that these patents and patent applications will be prepared, filed, prosecuted or maintained in a manner consistent with the best interests of our business. If our current or future licensing partners fail to file, prosecute or maintain such patents, including the payment of applicable fees, or otherwise lose rights to those patents or patent applications, the intellectual property we have licensed or exclusivity we have been granted may be reduced or eliminated, and our right to develop and commercialize any of our future products that are subject of such licensed rights, and our ability to prevent competitors from developing or commercializing such products, could be adversely affected. In addition, even where we have the right to control patent prosecution and maintenance of patents and patent applications we have licensed from third parties, we may still be adversely affected or prejudiced by actions or inactions of our licensees, our licensors and their counsel that took place prior to the date upon which we assumed control over patent prosecution.

Pursuant to the terms of such license agreements, the licensors may also have the right to control enforcement of our licensed patents or defense of any claims asserting the invalidity or unenforceability of these patents. Even if we are permitted to pursue the enforcement or defense of our licensed patents, we may require the cooperation of our future licensors or collaboration partners and any other applicable patent owners and we cannot be certain that such cooperation will be provided to us. We also cannot be certain that our licensors will allocate sufficient resources or prioritize their or our enforcement of such patents or defense of such claims to protect our interests in the licensed patents. Even if we are not a party to these legal actions, an adverse outcome could harm our business because it might prevent us from continuing to license intellectual property that we may need to operate our business. If we lose any of our licensed intellectual property, our right to develop and commercialize any of our products that are subject of such licensed rights could be adversely affected.

In addition, our future licensors may rely on third-party consultants or collaborators or on funds from third parties such that our licensors are not the sole and exclusive owners of the patents we in-license. If other third parties have ownership rights to our in-licensed patents, they may be able to license such patents to our competitors, and our competitors could market competing products and technologies. In addition, if our licensors have not obtained adequate rights from these third parties, we may need to obtain additional rights from these third parties or we could be prevented from developing and commercializing the related products. This could have a material adverse effect on our competitive position, business, financial conditions, results of operations and prospects.

In spite of our best efforts, our licensors might conclude that we have materially breached our license agreements and might therefore terminate the license agreements, in which event we may have to cease developing, manufacturing or marketing any product covered by these agreements and we may face other additional penalties or be required to grant our licensors additional rights. In addition, we may seek to obtain additional licenses from our licensors and, in connection with obtaining such licenses, we may agree to amend our existing licenses in a manner that may be more favorable to the licensors, including by agreeing to terms that could enable third parties (potentially including our competitors) to receive licenses to a portion of the intellectual property that is subject to our existing licenses. Any of these events could have a material adverse effect on our competitive position, business, financial conditions, results of operations and prospects.

We may be required to pay certain milestones and royalties and fulfill other obligations under our license agreements with third-party licensors.

We may be required to pay milestones and royalties related to our development or commercialization activities of our products utilizing the technologies licensed or sublicensed from third parties under license agreements we may enter into with them. These payments could adversely affect our overall profitability related to any future products that we may seek to develop or commercialize. In order to maintain our license rights under our license agreements, we may need to meet certain specified milestones or fulfill certain obligations, including to devote a certain amount of resources, in the development of our products. In addition, we may be required to pay certain percentages of our revenues, relating to certain supply agreements we are party to. Failure to satisfy such obligations could result in the termination of our rights under such agreements.

If we choose to license our technology to third parties, this could result in disputes or otherwise limit our future operations.

We may also in the future, as one of our strategies, deploy our technology into the market and license patents and other intellectual proprietary rights to third parties. Disputes with our licensees may arise, including regarding the scope and content of these licenses. Additionally, a licensee may use our intellectual property without our permission, dispute our ownership of certain intellectual property rights or argue that our intellectual property does not cover our product. Regardless of whether we pursue legal action to enforce any such dispute, a dispute with a licensee or customer over intellectual property rights may damage our relationship with that licensee or customer and may also harm our reputation in the industry. Our ability to expand into additional fields with our technologies also may be restricted by licenses or other rights we may grant to third parties in the future, including if the licenses are exclusive, the licensee is assigned ownership of intellectual property that we develop or rights of first negotiation or refusal are granted.

We may become subject to claims for remuneration or royalties for assigned service invention rights by our employees, which could result in litigation and adversely affect our business.

A significant portion of our intellectual property has been developed by our employees in the course of their employment for us. Under the Israeli Patent Law, 5727-1967 (the "Patent Law"), inventions conceived by an employee in the course and as a result of, or arising from, his or her employment with a company are regarded as "service inventions," which belong to the employer, absent a specific agreement between the employee and employer giving the employee service invention rights. The Patent Law also provides that if there is no such agreement between an employer and an employee, the Israeli Compensation and Royalties Committee (the "Committee"), a body constituted under the Patent Law, shall determine whether the employee is entitled to remuneration for his or her inventions. An employee may waive the right to receive consideration for "service inventions" and case law has held that in certain circumstances, such waiver does not necessarily have to be explicit. The Committee will examine, on a case-by-case basis, the general contractual framework between the parties in accordance with general Israeli contract law. Further, there is no specific formula for calculating this remuneration. Although we generally enter into assignment-of-invention agreements with our employees pursuant to which such individuals assign to us all rights to any inventions created in the scope of their employment or engagement with us, we may still face claims demanding remuneration in consideration for assigned inventions. As a consequence of such claims, we could be required to pay additional remuneration or royalties to our current and/or former employees, or be forced to litigate such claims, which could negatively affect our business.

Risks Related to Government Regulation

Our product candidates and operations are subject to extensive government regulation and oversight both in the United States and abroad, and our failure to comply with applicable requirements could harm our business.

Generally, our manufacturing operations for medical devices, and those of our third-party manufacturers, are required to comply with federal and state regulations for medical devices and radiation-emitting products, which includes the requirement to conduct tests in each state in order to obtain regulatory approvals for use of our devices in such state. The Nanox.ARC and the Nanox.ARC X (including the Nanox.CLOUD) and other future products we develop are regulated by the FDA as medical devices. Our product candidate is subject to extensive regulation in the United States and elsewhere, including by the FDA and its foreign counterparts, the U.S. Department of Justice (the "DOJ") and the U.S. Department of Health and Human Services-Office of the Inspector General. The FDA and foreign regulatory agencies regulate, among other things, with respect to medical devices: design, development and manufacturing; testing, labeling, content and language of instructions for use and storage; clinical trials; product safety; establishment registration and device listing; marketing, sales and distribution; pre-market clearance and approval; conformity assessment procedures; record keeping procedures; advertising and promotion; recalls and field safety corrective actions; post-market surveillance, including reporting of deaths or serious injuries and malfunctions that, if they were to occur, could lead to death or serious injury; post-market approval studies; and product import and export.

Our AI imaging solutions are regulated as software as a medical device. Modifications to indications, algorithms, inputs, training data or performance claims may require new regulatory submissions, and authorities may disagree with our assessment of whether a change is "significant." We may be required to produce additional clinical evidence, including site-specific validation or post-market performance monitoring. Limitations on adaptive or continuously learning algorithms may constrain product updates or require burdensome change-control processes.

The regulations our product candidate is subject to are complex and have tended to become more stringent over time. Regulatory changes could result in restrictions on or additional requirements affecting our ability to develop our products, carry on or expand our operations, higher than anticipated costs or lower than anticipated sales for any approved product. Failure to comply with applicable regulations could jeopardize our ability to sell our future products, following receipt of clearance from the FDA, and if cleared or approved in other jurisdictions, and result in enforcement actions such as: warning or untitled letters; fines; injunctions; consent decrees; civil penalties; customer notifications; termination of distribution; recalls or seizures of products; administrative detention of medical devices believed to be adulterated or misbranded; delays in the introduction of products into the market; operating restrictions; total or partial suspension of production; refusal to grant future clearances or approvals for new products, new intended uses or modifications to our products; withdrawals or suspensions of current approvals, resulting in prohibitions on sales of our products; and in the most serious cases, criminal prosecution or penalties. The occurrence of any of these events would have a material adverse effect on our business, financial condition and results of operations and could result in shareholders losing their entire investment.

Our business and products are subject to extensive, evolving and sometimes inconsistent regulatory requirements across multiple jurisdictions, and our failure to obtain, maintain or comply with required approvals, certifications, licenses, permits and other regulatory obligations could materially harm our business, financial condition and results of operations.

We develop, market and operate medical imaging hardware and radiation-emitting products, cloud-connected software and AI-enabled solutions, and we provide related services in the United States and internationally. As a result, we and our products, our manufacturing and quality systems, and certain aspects of our commercial and service activities are subject to complex and stringent requirements administered by the FDA and other U.S. federal and state authorities, the Israeli Ministry of Health and other Israeli authorities, and regulatory bodies in the EU and other jurisdictions, as well as additional country, region and, in certain cases, state or province-specific rules. These requirements apply to, among other things, premarket submissions and clearances/approvals, labeling and promotion, radiation safety, quality systems and manufacturing controls, post-market surveillance and adverse event reporting, field corrective actions and recalls, cybersecurity and software change control, clinical evidence generation, import/export controls, and facility and personnel licensure and permits. Regulatory frameworks applicable to medical devices, software as a medical device and AI-enabled healthcare technologies are evolving rapidly, subject to differing interpretations, and may diverge across jurisdictions over time. In addition, certain jurisdictions may impose requirements that are more burdensome than those in the United States (including additional clinical evidence, conformity assessment steps, local representation or data localization requirements), and regulatory actions, delays or denials in one jurisdiction may negatively affect regulatory pathways, business plans, timelines or market access in other jurisdictions.

Even where we have obtained regulatory clearances, approvals or certifications for certain products or product features in particular jurisdictions, we may not be able to obtain, maintain, expand or renew required authorizations in the same or other jurisdictions on a timely basis or at all. For example, in the United States we may be required to obtain and maintain FDA clearance or approval (including, depending on the product and indication, 510(k) clearance, De Novo classification or premarket approval) for new products, new uses, enhancements or other changes, and regulators may disagree with our assessment of whether a modification is "significant" and requires a new submission, additional testing or new clinical evidence. We also may be required to obtain and maintain additional licenses, registrations, permits or approvals at the state level for the installation, operation, servicing or use of imaging systems and radiation-emitting products, and these requirements can vary and change over time. Similarly, in the EU and other international markets, we may be required to obtain and maintain CE marking or other country-specific registrations, approvals or certifications, and such authorizations may be conditioned on ongoing compliance obligations (including audits, surveillance activities and technical documentation updates) and may be affected by changes in the applicable regulatory regime or the position of the applicable regulatory body or conformity assessment organization. Continued CE marking, in particular, is contingent on successful periodic surveillance audits of our quality system by our Notified Body or registrar, and any loss, suspension or non-renewal of such certification would prevent us from selling the affected products in the European Economic Area. In addition, certain non-U.S. jurisdictions require costly and time-consuming product re-registration whenever a device is modified, which may delay our ability to deploy product improvements internationally and could cause customers in those markets to shift to competitors whose products are not subject to the same re-registration process. If we are unable to obtain or maintain required approvals or clearances, or if we experience delays in doing so, we could be unable to commercialize products or features, expand into targeted markets, or continue offering certain products or services, and our growth strategy could be materially adversely affected.

Regulatory requirements in our industry also tend to become more stringent over time, and legislative or regulatory reforms, new guidance, enhanced enforcement approaches, geopolitical developments, or changes in governmental funding or policy priorities may increase compliance costs, extend review timelines, require costly operational or product changes, or restrict the manner in which we may market, sell, service, deploy or update our products. In particular, evolving requirements applicable to connected devices, software, cybersecurity, data protection, cross-border data transfers, and AI governance may require us to modify our products, data practices, documentation, validation methods, quality systems and post-market monitoring programs, and may limit our ability to iterate and deploy product improvements on timelines that support our commercial objectives. Regulatory divergence across jurisdictions may require us to design, maintain and support multiple product configurations, labeling sets, quality and documentation packages, monitoring workflows and contracting approaches simultaneously, which can increase complexity and cost and heighten the risk of non-compliance.

If we, our contract manufacturers, suppliers, distributors or other partners fail to comply with applicable laws, regulations or authorizations, or if regulators determine that our products, manufacturing processes, quality systems, marketing practices or post-market activities do not satisfy applicable requirements, we could be subject to significant adverse consequences. Because compliance by our contract manufacturers and component suppliers with the FDA's Quality System Regulation and equivalent international standards (including ISO 13485) is a prerequisite to obtaining and maintaining our clearances, approvals and certifications, non-compliance by these third parties could independently jeopardize our authorizations and result in production shutdowns, denial of U.S. importation rights for products manufactured outside the United States, and denial of export rights for products manufactured in the United States. These consequences may include warning letters or other enforcement communications, fines and civil penalties, injunctions or consent decrees, increased monitoring or reporting obligations, product holds, import/export restrictions, withdrawal, suspension or non-renewal of clearances, approvals or certifications, mandated or voluntary field corrective actions or product recalls, restrictions on manufacturing or distribution, suspension of operations in one or more jurisdictions, and, in the most serious cases, criminal sanctions. Any such enforcement action, or even the perceived risk of regulatory non-compliance, could result in reputational harm, increased operating and compliance costs, delayed product introductions, reduced sales, contractual disputes, increased insurance and warranty exposure, and diversion of management attention, any of which could materially harm our business, financial condition and results of operations.

We may not receive, or may be delayed in receiving, the necessary clearances or approvals for our future products, and failure to timely obtain necessary clearances or approvals for our future products would adversely affect our ability to grow our business.

In the United States, before we can market a new medical device, or a new use of, new claim for or significant modification to an existing product, we must first receive either clearance under Section 510(k) of the Federal Food, Drug, and Cosmetic Act (the "FDCA") or approval of a pre-market approval application (a "PMA") from the FDA, unless an exemption applies. In the 510(k) clearance process, before a device may be marketed, the FDA must determine that a proposed device is "substantially equivalent" to a legally-marketed "predicate" device, which includes a device that has been previously cleared through the 510(k) process, a device that was legally marketed prior to May 28, 1976 (pre-amendments device), a device that was originally on the U.S. market pursuant to an approved PMA and later down-classified, or a 510(k)-exempt device. To be "substantially equivalent," the proposed device must have the same intended use as the predicate device, and either have the same technological characteristics as the predicate device or have different technological characteristics and not raise different questions of safety or effectiveness than the predicate device. Clinical data are sometimes required to support substantial equivalence. In the process of obtaining PMA approval, the FDA must determine that a proposed device is safe and effective for its intended use based, in part, on extensive data, including, but not limited to, technical, pre-clinical, clinical trial, manufacturing and labeling data. The PMA process is typically required for devices that are deemed to pose the greatest risk, such as life-sustaining, life-supporting or implantable devices.

Modifications to products that are approved through a PMA application generally require FDA approval. Similarly, certain modifications made to products cleared through a 510(k) may require a new 510(k) clearance. Both the PMA approval and the 510(k) clearance process can be expensive, lengthy and uncertain. The FDA's 510(k) clearance process usually takes from three to 12 months, but can last longer. The process of obtaining a PMA is generally much more costly and uncertain than the 510(k) clearance process and generally takes from one to three years, or even longer, from the time the application is submitted to the FDA. In addition, a PMA generally requires the performance of one or more clinical trials. Despite the time, effort and cost, a device may not be approved or cleared by the FDA. Any delay or failure to obtain necessary regulatory clearances or approvals could harm our business. Furthermore, even if we are granted regulatory clearances or approvals, they may include significant limitations on the indicated uses for the device or other restrictions or requirements, which may limit the market for the device.

We continue to implement a multi-step approach to the regulatory clearance process. On April 28, 2023, we received a 510(k) clearance from the FDA to market the Nanox.ARC (including the Nanox.CLOUD), a multi-source Nanox.ARC 3D digital tomosynthesis system, as a stationary X-ray system intended to produce tomographic images of the human musculoskeletal system adjunctive to conventional radiography, on adult patients. This device is intended to be used in professional healthcare facilities or radiological environments, such as hospitals, clinics, imaging centers and other medical practices by trained radiographers, radiologists and physicians. In April 2025, we received a 510(k) clearance from the FDA for the Nanox.ARC X, an AI-ready, multi-source digital tomosynthesis system that makes advanced 3D imaging possible in more places at significantly lower radiation dose than CT, which clearance covers the production of tomographic images for general use, including the human musculoskeletal system and pulmonary, intra-abdominal and paranasal sinus indications, adjunctive to conventional radiography on adult patients. In February 2026, we received a 510(k) clearance from the FDA for TAP2D, a new cloud enabled image enhancement capability for the Nanox.ARC and Nanox.ARC X. In the future, we plan to seek additional clearances or approvals from the FDA for additional uses of the currently cleared Nanox System, or for future versions of the Nanox System.

We are in the early stages of commercializing the FDA-cleared Nanox.ARC, the Nanox.ARC X, and the Nanox.CLOUD as the Nanox System, and we may also commercialize one or more future versions of our Nanox System, once cleared or approved. Any modification to these systems that has not been previously cleared may require us to submit a new 510(k) premarket notification and obtain clearance, or submit De-novo or PMA and obtain FDA approval prior to implementing the change. Specifically, any modification to a 510(k)-cleared device that could significantly affect its safety or effectiveness, or that would constitute a major change in its intended use, design or manufacture, requires a new 510(k) clearance or, possibly, approval of De-novo or a PMA. The FDA requires every manufacturer to make this determination in the first instance, but the FDA may review any manufacturer's decision. The FDA may not agree with our decisions regarding whether new clearances or approvals are necessary. We may make modifications or add additional features in the future that we believe do not require a new 510(k) clearance or approval of a PMA. If the FDA disagrees with our determination and requires us to submit new 510(k) notifications or PMA applications for modifications to our previously cleared products for which we have concluded that new clearances or approvals are unnecessary, we may be required to cease marketing or to recall the modified product until we obtain clearance or approval, and we may be subject to significant regulatory fines or penalties. If the FDA requires us to go through a lengthier, more rigorous examination for future products or modifications to existing products than we had expected, including new or additional clinical trial requirements, product introductions or modifications could be delayed or canceled, which could adversely affect our ability to grow our business.

The FDA can delay, limit or deny clearance or approval of a medical device for many reasons, including:

- our inability to demonstrate to the satisfaction of the FDA or the applicable regulatory entity or Notified Body that our product candidates are safe or effective for their intended uses or are substantially equivalent to a predicate device;
- the disagreement of the FDA or the applicable foreign regulatory body with the design or implementation of our clinical trials or the interpretation of data from pre-clinical studies or clinical trials;
- serious and unexpected adverse effects experienced by participants in our clinical trials;
- the data from our pre-clinical studies and clinical trials may be insufficient to support clearance or approval, where required;
- our inability to demonstrate that the clinical and other benefits of the device outweigh the risks;
- the manufacturing process or facilities we use may not meet applicable requirements; and
- the potential for approval policies or regulations of the FDA or applicable foreign regulatory bodies to change significantly in a manner rendering our clinical data or regulatory filings insufficient for clearance or approval.

The ability of the FDA to review and approve new products can be affected by a variety of factors, including government budget and funding levels such as those implemented or proposed by the current Trump administration, payment of user fees and reauthorization of user fee programs and ability to hire and retain key personnel, as well as statutory, regulatory and policy changes, and average review times at the FDA have fluctuated in recent years as a result.

In order to sell our products in member countries of the European Economic Area ("EEA"), our products must comply with the essential requirements of the EU Medical Devices Regulation (EU) 2017/745. Compliance with these requirements is a prerequisite to be able to affix the Conformité Européene ("CE") mark to our products, without which they cannot be sold or marketed in the EEA. To demonstrate compliance with the essential requirements we must undergo a conformity assessment procedure, which varies according to the type of medical device and its classification. Except for low-risk medical devices (Class I non-sterile, non-measuring devices), where the manufacturer can issue a European Community ("EC") Declaration of Conformity based on a self-assessment of the conformity of its products with the essential requirements of the EU Medical Devices Directive, a conformity assessment procedure requires the intervention of an organization accredited by a member state of the EEA to conduct conformity assessments, or a Notified Body. Depending on the relevant conformity assessment procedure, the Notified Body would typically audit and examine the technical file and audit the quality system of the manufacturer and manufacturing sites of our devices. The Notified Body issues a certificate of conformity following successful completion of a conformity assessment procedure conducted in relation to the medical device and its manufacturer and their conformity with the essential requirements. This certificate entitles the manufacturer to affix the CE mark to its medical devices after having prepared and signed a related EC Declaration of Conformity. On February 25, 2025, we received the CE mark certification to market the multi-source Nanox.ARC system, including the Nanox.CLOUD, its accompanying cloud-based infrastructure. Nanox.ARC is a stationary X-ray system, intended to generate tomographic images of human anatomy from a single tomographic sweep performed in recumbent positions of adult patients.

As a general rule, demonstration of conformity of medical devices and their manufacturers with the essential requirements must be based, among other things, on the evaluation of clinical data supporting the safety and performance of the products during normal conditions of use. Specifically, a manufacturer must demonstrate that the device achieves its intended performance during normal conditions of use, that the known and foreseeable risks, and any adverse events, are minimized and acceptable when weighed against the benefits of its intended performance, and that any claims made about the performance and safety of the device are supported by suitable evidence. If we fail to remain in compliance with applicable European laws and directives, we would be unable to affix the CE mark, which would prevent us from selling them within the EEA.

Failure to comply with post-marketing regulatory requirements could subject us to enforcement actions, including substantial penalties, and might require us to recall or withdraw a product from the market.

Even though we received clearances from the FDA and CE mark to market the Nanox.ARC (including the Nanox.CLOUD), and clearances from the FDA to market the Nanox.ARC X (including the Nanox.CLOUD), and if we receive regulatory clearance or approval of other future products, we remain subject to ongoing and pervasive regulatory requirements governing, among other things, the manufacture, marketing, advertising, medical device reporting, sale, promotion, import, export, registration, and listing of devices. For example, we are required to submit periodic reports to the FDA as a condition of 510(k) clearance. These reports include information about failures and certain adverse events associated with the device after its clearance. Failure to submit such reports, or failure to submit the reports in a timely manner, could result in enforcement action by the FDA. Following its review of the periodic reports, the FDA might ask for additional information or initiate further investigation.

The regulations to which we are subject are complex and have become more stringent over time. Regulatory changes could result in restrictions on our ability to continue or expand our operations, higher than anticipated costs, or lower than anticipated sales. Even after we have obtained the proper regulatory clearance or approval to market a device, we have ongoing responsibilities under FDA regulations and applicable foreign laws and regulations. The FDA, state and foreign regulatory authorities have broad surveillance and enforcement powers. Our failure to comply with applicable regulatory requirements could result in enforcement action by the FDA, state or foreign regulatory authorities, which may include any of the following sanctions:

- untitled letters or warning letters;
- fines, injunctions, consent decrees and civil penalties;
- recalls, termination of distribution, administrative detention, or seizure of our products;
- customer notifications or repair, replacement or refunds;
- operating restrictions or partial suspension or total shutdown of production;
- delays in or refusal to grant our requests for future clearances or approvals or foreign marketing authorizations of new products, new intended uses, or modifications to existing products;
- withdrawals or suspensions of product clearances or approvals, resulting in prohibitions on sales of our products;
- FDA refusal to issue certificates to foreign governments needed to export products for sale in other countries; and
- criminal prosecution.

Any of these sanctions could result in higher than anticipated costs or lower than anticipated sales and have a material adverse effect on our reputation, business, financial condition and results of operations.

In addition, the FDA or state or foreign authorities may change their clearance and approval policies, adopt additional regulations or revise existing regulations, or take other actions, which may prevent or delay clearance or approval of our future products under development on a timely basis. Such policy or regulatory changes could impose additional requirements upon us that could delay our ability to obtain new clearances or approvals, increase the costs of compliance or restrict our ability to maintain any approvals we are able to obtain. For example, the FDA has announced steps that the FDA intends to take to modernize the premarket notification pathway under Section 510(k) of the FDCA. For more information, see "—Legislative or regulatory reforms in the United States or the EU may make it more difficult and costly for us to obtain regulatory clearances or approvals for our products or to manufacture, market or distribute our products after clearance or approval is obtained."

Our products must be manufactured in accordance with federal, state and foreign regulations, and we could be forced to recall our devices or terminate production if we fail to comply with these regulations.

The methods used in, and the facilities used for, the manufacture of our products must comply with the Quality System Regulation ("QSR"), which is a complex regulatory scheme that covers the procedures and documentation of the design, testing, production, process controls, quality assurance, labeling, packaging, handling, storage, distribution, installation, servicing and shipping of medical devices. As manufacturers of electron radiation-emitting products, we are also responsible for compliance with the radiological health regulations and certain radiation safety performance standards.

Furthermore, we are required to verify that our suppliers maintain facilities, procedures and operations that comply with our quality standards and applicable regulatory requirements. The FDA enforces the QSR through periodic announced or unannounced inspections of medical device manufacturing facilities, which may include the facilities of subcontractors. Our products are also subject to similar state regulations and various laws and regulations of foreign countries governing manufacturing.

Our third-party manufacturers may not take the necessary steps to comply with applicable regulations, which could cause delays in the delivery of our products. In addition, failure to comply with applicable FDA or state or foreign requirements or later discovery of previously unknown problems with our products or manufacturing processes could result in, among other things: warning letters or untitled letters; fines, injunctions or civil penalties; suspension or withdrawal of approvals; seizures or recalls of our products; total or partial suspension of production or distribution; administrative or judicially imposed sanctions; the FDA's refusal to grant pending or future clearances or approvals for our products; clinical holds; refusal to permit the import or export of our products; and criminal prosecution of us, our suppliers or our employees.

Any of these actions could significantly and negatively affect supply of our products. If any of these events occurs, our reputation could be harmed, we could be exposed to product liability claims and we could lose customers and experience reduced sales and increased costs.

Changes in laws or regulations relating to data protection, or any actual or perceived failure by us to comply with such laws and regulations or our privacy policies, could materially and adversely affect our business or could lead to government enforcement actions and significant penalties against us, and adversely impact our operating results.

Compliance with continuously evolving privacy laws and regulations, including laws and regulations governing processing of personal information, and our actual or perceived failure to comply with such laws and regulations may result in significant liability, negative publicity, and/or erosion of trust and could have an adverse effect on our revenues, our results of operations and financial condition.

We receive health information and other highly sensitive or confidential information and data of patients and other third parties (e.g., healthcare providers who refer patients for scans), which we compile and analyze. While we have adopted measures to ensure that any such data will be transferred to us, to the extent possible, in a de-identified or anonymized manner, collection and use of this data may still raise privacy and data protection concerns, which could negatively impact our business. There are numerous federal, state and international laws and regulations regarding privacy, data protection, information security, and the collection, storing, sharing, use, processing, transfer, disclosure, and protection of personal information and other data. These laws and regulations are becoming more complex and/or prevalent in the United States, Europe, Israel, and elsewhere. The regulatory framework for privacy and data protection worldwide is, and is likely to remain for the foreseeable future, uncertain and complex, and this or other actual or alleged obligations may be interpreted and applied in a manner that we may not anticipate or that is inconsistent from one jurisdiction to another and may conflict with other rules or practices including ours. Further, any significant change to applicable laws, regulations, or industry practices regarding the collection, use, retention, security, or disclosure of data, or their interpretation, or any changes regarding the manner in which the consent of relevant users for the collection, use, retention, or disclosure of such data must be obtained, could increase our costs and require us to modify our services and products, possibly in a material manner, which we may be unable to complete, and may limit our ability to store and process patients' data or develop new services and features.

In particular, there have been laws and regulations adopted throughout the United States and in Israel that impose new obligations in areas such as privacy. In the United States, privacy and data security laws are also complex and changing rapidly. Further, laws in all 50 states require businesses to provide notice to consumers whose personal information has been disclosed as a result of a data breach, under certain circumstances, and compliance with them in the event of a widespread data breach is complex and costly. Both federal and state legislation, U.S. Congress and individual states also govern the collection, use and other processing of personal data. For example, the California Consumer Privacy Act (CCPA), which took effect on January 1, 2020, and was further expanded by the California Privacy Rights Act (CPRA), which took effect on January 1, 2023, is one of the broadest U.S. state privacy laws. It imposes heightened transparency obligations about data collection, use, and sharing practices, adds restrictions on the transfer of personal information to third parties including for advertising or analytics purposes and grants data privacy rights to consumers. Following the Californian example, various U.S. states have passed, or are in the process of passing, similar state privacy laws. Non-compliance with state privacy laws could result in regulatory investigations and enforcement actions, private litigation (including class actions), significant fines and remediation costs, operational restrictions, and reputational harm. Furthermore, on December 27, 2024, the Department of Justice issued a "Final Rule" to implement the Executive Order (E.O.) 14117 "Preventing Access to Americans' Bulk Sensitive Personal Data and United States Government-Related Data by Countries of Concern" ("Rule"). This Rule came into effect on April 8, 2025, with certain affirmative due diligence, reporting, and auditing requirements having taken effect on October 6, 2025. The Justice Department established and implemented a new regulatory program to address the urgent and extraordinary national security threat posed by the continuing efforts of countries of concern (and covered persons that they can leverage) to access and exploit Americans' bulk sensitive personal data (such as health data) and certain U.S. Government-related data. This presents new risks for companies operating globally, including potential requirements to implement additional compliance measures and controls, modify certain business practices and contractual arrangements, and devote additional management time and resources to due diligence, reporting and auditing obligations; failure to comply could result in regulatory action and increased compliance costs.

Most of the new U.S. regulations (including privacy state laws) exempt personal information which is subject to the HIPAA and HITECH regulations. Nonetheless, new legislation may affect our operations and business conduct, as it applies to our general conduct, marketing efforts and where we process data that is not health-related by nature (and, therefore, not subject to HIPAA), and may increase our compliance costs and potential liability.

In addition, we obtain health information that is subject to privacy and security requirements under HIPAA and HITECH and its implementing regulations. The Privacy Standards and Security Standards under HIPAA establish a set of standards for the protection of individually identifiable health information by health plans, health care clearinghouses and certain health care providers, referred to as Covered Entities, and the business associates with whom Covered Entities enter into service relationships pursuant to which individually identifiable health information may be exchanged. As part of our normal operations, we collect, process and retain personal identifying information regarding patients, including as a Business Associate of Covered Entities under HIPAA. Therefore, we are subject to HIPAA, including changes implemented through HITECH, and we could be subject to criminal penalties if we knowingly obtain or disclose individually identifiable health information in a manner that is not authorized or permitted by HIPAA. A data breach affecting sensitive personal information, including health information, also could result in significant legal and financial exposure and reputational damages that could potentially have an adverse effect on our business.

HIPAA requires Covered Entities (like many of our potential customers) and Business Associates, like us, to develop and maintain policies and procedures with respect to protected health information that is used or disclosed, including the adoption of administrative, physical and technical safeguards to protect such information. HITECH expands the notification requirement for breaches of patient-identifiable health information, restricts certain disclosures and sales of patient-identifiable health information and provides for civil monetary penalties for HIPAA violations. HITECH also increased the civil and criminal penalties that may be imposed against Covered Entities and business associates and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce HIPAA and its implementing regulations and seek attorney's fees and costs associated with pursuing federal civil actions. Additionally, certain states have adopted comparable privacy and security laws and regulations, some of which may be more stringent or broader in scope than HIPAA. This includes the Washington State My Health My Data law ("My Health My Data Act") effective as of March 31, 2024, with small business regulations effective as of June 30, 2024, as well as Nevada's Consumer Health Data Privacy Law effective as of March 31, 2024.

Another example of recent U.S. data security requirements is the Food and Drug Omnibus Reform Act ("FDORA"), enacted in December 2022, which, among other provisions, requires developers of certain "cyber devices" to design and implement plans to monitor, identify and address cybersecurity vulnerabilities of those devices and to submit those plans to the FDA as part of every new product application for a cyber device. "Cyber devices" are defined as devices that include software, connect to the internet, and contain any technological features that could be vulnerable to cybersecurity threats. This provision entered into effect on March 29, 2023, and the FDA expects sponsors of cyber devices to comply with these requirements as of October 1, 2023.

Internationally, many jurisdictions have or are considering enacting privacy or data protection laws or regulations relating to the collection, use, storage, transfer, disclosure and/or other processing of personal data, as well as additional requirements for the hosting of health data specifically. For example, the European Union's General Data Protection Regulation (2016/679) ("EU GDPR") governs certain collection and other processing activities involving personal data about data subjects in the European Economic Area ("EEA"). The EU GDPR, supplemented by national laws and further implemented through binding guidance from the European Data Protection Board, imposes stringent European Union data protection requirements and provides for significant penalties for noncompliance, ranging from €10 million to €20 million or 2% to 4% of our annual global revenue, whichever is higher. In the UK, we are subject to the UK General Data Protection Regulation and the United Kingdom's Data Protection Act 2018 (the "UK GDPR"), under which penalties for noncompliance range from £8.7 million to £17.5 million or 2% to 4% of our annual global revenue, whichever is higher. Our UK and EEA operations are exposed to two parallel regimes, each of which may subject us to increased compliance risk based on differing, and potentially inconsistent or conflicting, interpretation and enforcement by regulators and authorities. Given the EU GDPR and UK GDPR are separate regimes, fines could arise under each in respect of a single incident, to the extent it affects European Economic Area (EEA) and UK personal data.

Under the EU GDPR and the UK GDPR, our processing of health data and other highly sensitive data (referred to as "special category data" in those regulations) exposes us to further compliance risk. In certain cases we may be required to carry out records or processing activity mapping ("ROPA") and prior to processing personal sensitive data from EEA or UK individuals, as well as to conduct a data protection impact assessment ("DPIA") in connection with our high-risk processing activities and implement appropriate safeguards and mechanisms to ensure adequate protection of the personal data, in order to comply with GDPR/UK GDPR.

Additionally, the EU GDPR and the UK GDPR (collectively, the "GDPR") includes restrictions on cross-border data transfers of personal data outside of the EEA and the UK (as applicable) to third countries. To ensure compliance with such restrictions, we rely on adequacy decisions by the European Commission, certifications under the EU-U.S. Data Privacy Framework (DPF) and its UK Extension, or the implementation of Standard Contractual Clauses (SCCs) and the UK Addendum, as applicable. However, each of these mechanisms carries legal uncertainty and operational risk. The DPF is already subject to legal challenges from privacy advocates, and there can be no assurance that it will not be invalidated in the future. The invalidation of the DPF would eliminate a key transfer mechanism we rely on and create legal and operational uncertainty. SCCs require us to conduct case-by-case "transfer impact assessments" to determine whether the laws in the recipient country (particularly regarding government surveillance) undermine the protections of the SCCs, and to implement supplementary technical and organizational measures where necessary. This process may be resource-intensive, and our assessments may be subject to challenge by European data protection authorities. Lastly, adequacy decisions are subject to regular review and may also be invalidated. Overall, the cross-border data transfer landscape in the EEA and UK is continually developing, and we are monitoring these developments. We may, in addition to other impacts, experience additional costs associated with increased compliance burdens and be required to engage in new contract negotiations with third parties that aid in processing data on our behalf or localize certain data.

The e-Privacy Directive (i.e. Directive 2002/58/EC) and national laws transposing it, as well as the GDPR in certain contexts impose conditions on obtaining valid consent for cookies, such as a prohibition on pre-checked consents and a requirement to ensure separate consents are sought for each type of cookie or similar technology. Recent European court decisions and regulators' recent guidance are driving increased attention to cookies and tracking technologies and the online behavioral advertising ecosystem. This could lead to substantial costs, require significant systems changes, limit the effectiveness of our marketing activities, divert the attention of our technology personnel, adversely affect our margins, increase costs and subject us to additional liabilities. In addition, regulation of cookies and similar technologies, and any decline of cookies or similar online tracking technologies as a means to identify and potentially target users, may lead to broader restrictions and impairments on our marketing and personalization activities and may negatively impact our efforts to understand users. Finally, the current national laws that implement the e-Privacy Directive are likely to be replaced across the EU (but not the UK) with a EU regulation known as the e-Privacy Regulation which, though still in development, will if adopted, impose new obligations on the use of personal data in the context of electronic communications, particularly in relation to online tracking technologies, and significantly increase regulators' ability to impose fines for non-compliance. Additionally, the U.S. has recently seen an increase in claims and litigation based on the California Invasion of Privacy Act (CIPA) and the Electronic Communications Privacy Act (ECPA) in regard to tracking tools such as cookies and similar technologies. This trend exposes companies to potential statutory damages, class action lawsuits, and reputational harm.

Virtually every jurisdiction in which we expect to operate has established its own data security and privacy legal framework with which we must, and our target customers will need to, comply, including the rules and regulation mentioned above. We may also need to comply with varying and possibly conflicting privacy laws and regulations in other jurisdictions. As a result, we could face regulatory actions, including significant fines or penalties, adverse publicity and possible loss of business. Our teleradiology operations transmit and store cross-border imaging data for reads in the U.S. and six additional countries; inconsistent requirements for data minimization, patient consent, data localization, and secondary use for AI training may increase operational complexity, limit data availability needed to maintain and improve algorithm performance, and expose us to regulatory investigations and penalties in multiple jurisdictions.

The Israeli Privacy Protection Law, 1981 ("PPL"), and its regulations, including but not limited to the Israeli Privacy Protection Regulations (Data Security), 2017 ("Security Regulations"), as well as the guidelines of the Israeli Privacy Protection Authority ("PPA"), impose obligations regarding the processing, maintenance, disclosure, transfer, and security of personal data. In addition, the Privacy Protection Regulations (Provisions Regarding Information Transferred to Israel from the European Economic Area), 2023 ("EU Regulations"), may, in certain cases, provide additional rights to data subjects from the EEA whose personal data is stored in databases located in Israel or whose personal data is stored together with such data.

Material amendment to the PPL were approved by the Israeli Parliament in August 2024 and took effect on August 14, 2025 ("Amendment 13"). Among other things, Amendment 13 expands the Privacy Protection Authority investigation authority and the monetary sanctions that can be imposed for breach of the PPL and its regulations, that are significantly higher than those previously available and introduces additional obligations relating to the processing of personal data, including without suspicion of a breach of the PPL, and if it identifies irregularities in our compliance, may require the company to take remedial actions, which could increase our costs.

Therefore, significant changes to the PPL, its regulations, and the PPA guidelines may necessitate adjustments to our data protection and security practices.

In addition, the Privacy Protection Regulations (Transfer of Data to Databases Outside the State Borders), 5761-2001 (the "Cross-Border Transfer Regulations"), restrict and impose conditions on the transfer of personal information from databases in Israel to locations outside Israel. These regulations may require us to implement additional contractual, technical, and organizational measures to enable such transfers and maintain compliance, which could increase our costs.

Additionally, our use of AI tools in connection with the processing of personal information is subject to the PPL and may present unique privacy and information security challenges. We conduct ongoing compliance assessments and apply legal, technical, and operational controls designed to help ensure that our use of AI remains compliant with applicable laws and regulatory expectations.

Lack of compliance with the PPL, its regulations, and the PPA guidelines (including in connection with our AI-enabled solutions) could expose us to enforcement actions, litigation (including class actions), fines, and penalties (which, in some cases, may reach millions of NIS), and, in certain cases, criminal liability.

While we are preparing to implement various measures intended to enable us to comply with applicable privacy or data protection laws, regulations and contractual obligations, these measures may not always be effective and do not guarantee compliance. Any failure or perceived failure by us to comply with our contractual or legal obligations or regulatory requirements relating to privacy, data protection, or information security may result in governmental investigations or enforcement actions, litigation, claims, or public statements against us by consumer advocacy groups or others and could result in significant liability, cause our customers, partners or patients to lose trust in us, and otherwise materially and adversely affect our reputation and business. Furthermore, the costs of compliance with, and other burdens imposed by, the laws, regulations, and policies that are applicable to the businesses of our customers or partners may limit the adoption and use of, and reduce the overall demand for, our products and services. Additionally, if third parties we work with violate applicable laws, regulations, or agreements, such violations may put the data we have received at risk, could result in governmental investigations or enforcement actions, fines, litigation, claims, or public statements against us by consumer advocacy groups or others and could result in significant liability, cause our customers, partners or patients to lose trust in us, and otherwise materially and adversely affect our reputation and business. Further, public scrutiny of, or complaints about, technology companies or their data handling or data protection practices, even if unrelated to our business, industry or operations, may lead to increased scrutiny of technology companies, including us, and may cause government agencies to enact additional regulatory measures, or to modify their enforcement or investigation activities, which may increase our costs and risks.

The misuse or off-label use of our products may harm our reputation in the marketplace, result in injuries that lead to product liability suits or result in costly investigations, fines or sanctions by regulatory bodies if we are deemed to have engaged in the promotion of these uses, any of which could be costly to our business.

Advertising and promotion of our future products that obtains approval in the United States may be heavily scrutinized by the FDA, the DOJ, HHS, state attorneys general, members of Congress, and the public. In addition, advertising and promotion of any future product that obtains approval outside of the United States will be heavily scrutinized by comparable foreign regulatory authorities.

Our existing products are, and we expect our future products will be, cleared by the requisite regulatory authorities for specific indications. For example, on April 28, 2023, we received a 510(k) clearance from the FDA to market the Nanox.ARC (including the Nanox.CLOUD) as a stationary X-ray system intended to produce tomographic images of the human musculoskeletal system adjunctive to conventional radiography, on adult patients. This device is intended to be used in professional healthcare facilities or radiological environments, such as hospitals, clinics, imaging centers, and other medical practices by trained radiographers, radiologists, and physicians. In April 2025, we received a 510(k) clearance from the FDA for the Nanox.ARC X, an AI-ready, multi-source digital tomosynthesis system that makes advanced 3D imaging possible in more places at significantly lower radiation dose than CT, which clearance covers the production of tomographic images for general use, including the human musculoskeletal system and pulmonary, intra-abdominal and paranasal sinus indications, adjunctive to conventional radiography on adult patients. In February 2026, we received a 510(k) clearance from the FDA for TAP2D, a new cloud enabled image enhancement capability for the Nanox.ARC and Nanox.ARC X. We train our marketing personnel and direct sales force to not promote our devices for uses outside of the FDA-approved indications for use, known as "off-label uses." We cannot, however, prevent a physician from using our devices off-label, when in the physician's independent professional medical judgment he or she deems it appropriate. There may be increased risk of injury to patients if physicians attempt to use our devices off-label. Furthermore, the use of our devices for indications other than those approved by the FDA or approved by any foreign regulatory body may not effectively treat such conditions, which could harm our reputation in the marketplace among healthcare providers and patients.

If the FDA or any state or foreign regulatory body determines that our promotional materials or training constitute promotion of an off-label use, it could request that we modify our training or promotional materials or subject us to regulatory or enforcement actions, including the issuance or imposition of an untitled letter, which is used for violators that do not necessitate a warning letter, injunction, seizure, civil fine or criminal penalties. It is also possible that other federal, state or foreign enforcement authorities might take action under other regulatory authority, such as false claims laws, if they consider our business activities to constitute promotion of an off-label use, which could result in significant penalties, including, but not limited to, criminal, civil and administrative penalties, damages, fines, disgorgement, exclusion from participation in government healthcare programs and the curtailment of our operations. We may become subject to such actions and, if we are not successful in defending against such actions, those actions may have a material adverse effect on our business, financial condition and results of operations. Equivalent laws and potential consequences exist in foreign jurisdictions.

In addition, if our products are cleared or approved, healthcare providers may misuse our products or use improper techniques if they are not adequately trained, potentially leading to injury and an increased risk of product liability. If our devices are misused or used with improper technique, we may become subject to costly litigation by our customers or their patients. As described above, product liability claims could divert management's attention from our core business, be expensive to defend and result in sizeable damage awards against us that may not be covered by insurance.

Our products may cause or contribute to adverse medical events or be subject to failures or malfunctions that we are required to report to the FDA, and if we fail to do so, we would be subject to sanctions that could harm our reputation, business, financial condition and results of operations. The discovery of serious safety issues with our products, or a recall of our products either voluntarily or at the direction of the FDA or another governmental authority, could have a negative impact on us.

Because the Nanox.ARC and the Nanox.ARC X (including the Nanox.CLOUD) received clearance from the FDA, we are subject to the FDA's medical device reporting regulations and similar foreign regulations, which require us to report to the FDA when we receive or become aware of information that reasonably suggests that one or more of our products may have caused or contributed to a death or serious injury or malfunctioned in a way that, if the malfunction were to recur, could cause or contribute to a death or serious injury. The timing of our obligation to report is triggered by the date we become aware of the adverse event as well as the nature of the event. We may fail to report adverse events of which we become aware within the prescribed timeframe. We may also fail to recognize that we have become aware of a reportable adverse event, especially if it is not reported to us as an adverse event or if it is an adverse event that is unexpected or removed in time from the use of the product. If we fail to comply with our reporting obligations, the FDA or other regulatory bodies could take action, including warning letters, untitled letters, administrative actions, criminal prosecution, imposition of civil monetary penalties, revocation of our device clearance or approval, seizure of our products or delay in clearance or approval of future products.

The FDA and foreign regulatory bodies have the authority to require the recall of commercialized products in the event of material deficiencies or defects in design or manufacture of a product or in the event that a product poses an unacceptable risk to health. The FDA's authority to require a recall must be based on a finding that there is reasonable probability that the device could cause serious injury or death. We may also choose to voluntarily recall a product if any material deficiency is found. A government-mandated or voluntary recall by us could occur as a result of an unacceptable risk to health, component failures, malfunctions, manufacturing defects, labeling or design deficiencies, packaging defects or other deficiencies or failures to comply with applicable regulations. Product defects or other errors may occur in the future.

Depending on the corrective action we take to redress a product's deficiencies or defects, the FDA may require, or we may decide, that we will need to obtain new clearances or approvals for the device before we may market or distribute the corrected device. Seeking such clearances or approvals may delay our ability to replace the recalled devices in a timely manner. Moreover, if we do not adequately address problems associated with our devices, we may face additional regulatory enforcement action, including FDA warning letters, product seizure, injunctions, administrative penalties or civil or criminal fines.

Companies are required to maintain certain records of recalls and corrections, even if they are not reportable to the FDA. We may initiate voluntary withdrawals or corrections for our products in the future that we determine do not require notification of the FDA. If the FDA disagrees with our determinations, it could require us to report those actions as recalls and we may be subject to enforcement action. A future recall announcement could harm our reputation with customers, potentially lead to product liability claims against us and negatively affect our sales. Any corrective action, whether voluntary or involuntary, as well as defending ourselves in a lawsuit, will require the dedication of our time and capital, distract management from operating our business and may harm our reputation and financial results.

Our relationships with customers and third-party payors will be subject to applicable anti-kickback, fraud and abuse and other healthcare laws and regulations, which could expose us to criminal sanctions, civil penalties, contractual damages, reputational harm and diminished profits and future earnings.

Physicians, other healthcare providers, and third-party payors will play a primary role with respect to any future products for which we obtain marketing approval. Our arrangements with third-party payors and customers may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we market, sell and distribute our product. Restrictions under applicable federal and state healthcare laws and regulations include the following:

- The U.S. federal healthcare program Anti-Kickback Statute prohibits, among other things, persons from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in cash or in kind, to induce or reward either the referral of an individual for, or the purchase, order or recommendation of, any good or service, for which payment may be made, in whole or in part, under federal healthcare programs such as Medicare and Medicaid. Although there are a number of statutory exemptions and regulatory safe harbors protecting certain common activities from prosecution, the exemptions and safe harbors are drawn narrowly and practices that involve remuneration to those who prescribe, purchase, or recommend medical devices, including certain discounts, or engaging consultants as speakers or consultants, may be subject to scrutiny if they do not fit squarely within the exemption or safe harbor. Our practices may not in all cases meet all of the criteria for safe harbor protection from anti-kickback liability. Moreover, there are no safe harbors for many common practices, such as educational and research grants. Liability may be established without a person or entity having actual knowledge of the federal Anti-Kickback Statute or specific intent to violate it. In addition, the government may assert that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the civil False Claims Act. Due to the breadth of these laws, the narrowness of statutory exceptions and regulatory safe harbors available, and the range of interpretations to which they are subject, it is possible that some of our current or future practices might be challenged under one or more of these laws, including, without limitation, our proposed Subscription Model, and our advisory, consulting and royalty agreements with certain physicians who receive compensation, in part, in the form of stock or stock options.

- The federal civil False Claims Act prohibits, among other things, any person from knowingly presenting, or causing to be presented, a false or fraudulent claim for payment of government funds, or knowingly making, using, or causing to be made or used, a false record or statement material to an obligation to pay money to the government or knowingly concealing or knowingly and improperly avoiding, decreasing, or concealing an obligation to pay money to the federal government. In recent years, several healthcare companies have faced enforcement actions under the federal False Claims Act for, among other things, allegedly providing free product to customers with the expectation that the customers would bill federal programs for the product or causing false claims to be submitted because of the company's marketing the product for unapproved, and thus non-reimbursable, uses. False Claims Act liability is potentially significant in the healthcare industry because the statute provides for treble damages and mandatory penalties of tens of thousands of dollars per false claim or statement. Healthcare companies also are subject to other federal false claims laws, including, among others, federal criminal healthcare fraud and false statement statutes that extend to non-government health benefit programs.

- The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), imposes criminal and civil liability for knowingly and willfully executing a scheme to defraud any healthcare benefit program, or knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false statement in connection with the delivery of or payment for healthcare benefits, items or services. In addition, HIPAA, as amended by HITECH, and their respective implementing regulations impose obligations, including mandatory contractual terms, on covered healthcare providers, health plans, as well as their business associates, with respect to safeguarding the privacy, security and transmission of individually identifiable health information.

- The Physician Payment Sunshine Act, implemented as the Open Payments program, requires manufacturers of certain products reimbursed by Medicare, Medicaid, or the Children's Health Insurance Program to track and report to the federal government payments and transfers of value that they make to physicians and teaching hospitals, certain other healthcare professionals, group purchasing organizations, and ownership interests held by physicians and their families, and provides for public disclosures of these data. Manufacturers are required to submit annual reports to the government and failure to do so may result in civil monetary penalties for all payments, transfers of value and ownership or investment interests not reported in an annual submission, and may result in liability under other federal laws and regulations.

- Federal law prohibiting certain physician self-referrals, known as the Stark Law, prohibits a physician from referring Medicare or Medicaid patients to an entity for certain "designated health services" if the physician has a prohibited financial relationship with that entity, unless an exception applies. Certain radiology services are considered "designated health services" under the Stark Law.

- Many states have adopted laws and regulations analogous to the federal laws cited above, including state anti-kickback and false claims laws, which may apply to items or services reimbursed under Medicaid and other state programs or, in several states, regardless of the payer. Several states have enacted legislation requiring medical device companies to, among other things, establish marketing compliance programs; file periodic reports with the state, including reports on gifts and payments to individual health care providers; make periodic public disclosures on sales, marketing, pricing, clinical trials and other activities; and/or register their sales representatives. Some states prohibit specified sales and marketing practices, including the provision of gifts, meals, or other items to certain health care providers.

Efforts to ensure that our business arrangements with third parties will comply with applicable healthcare laws and regulations involve substantial costs. Additionally, it is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, damages, fines, exclusion from government funded healthcare programs, such as Medicare and Medicaid, and the curtailment or restructuring of our operations. Exclusion, suspension and debarment from government funded healthcare programs would significantly impact our ability to commercialize, sell or distribute any product. If any of the physicians or other providers or entities with whom we expect to do business are found not to be in compliance with applicable laws, they may be subject to criminal, civil or administrative sanctions, including exclusions from government funded healthcare programs.

Risks associated with regulation of new and emerging technologies such as artificial intelligence.

There have also been privacy bills enacted in other countries around the world which have introduced new or expanded privacy, security, cyber-security and AI requirements and we expect that legislation will continue to evolve in the coming years. For example, the rising adoption of AI and Generative AI in daily operations and products poses additional and new risks, including, without limitation, data privacy and security risks, intellectual property infringement, ownership issues and/or confidentiality issues. Threats include potential data leaks, social engineering attacks, and decision-making based on manipulated information. Growing regulatory requirements for information security and data protection add to the challenge. Therefore, it is difficult to determine whether and how such existing laws and regulations will apply to and impact the internet and our business. As a company that provides AI-based solutions and utilizes AI in our products and services, we are subject to regulatory and legal risks related to the use of AI. For example, we offer FDA cleared AI-based software imaging solutions to hospitals, health maintenance organizations, integrated delivery networks, marketplaces, pharmaceutical companies and insurers that are designed to identify or predict undiagnosed or underdiagnosed medical conditions, through the mining of data of existing CT scans. We have entered into collaboration agreements with marketplaces for access and distribution of our Nanox AI solutions, and agreements with IDNs and hospitals with respect to our AI imaging solutions. We currently offer AI imaging population health solutions aimed at identifying underlying findings, which are correlated to osteoporosis, cardiovascular disease and fatty liver to help detect patients at risk for more advanced liver disease such as NASH. In addition, we have begun to develop AI-based features to enhance the images generated by the Nanox System, with the goal of improving diagnostic capabilities for the Nanox System in chest and musculoskeletal imaging. Ultimately, we expect to integrate these AI imaging capabilities into the Nanox System. Subject to completion of the development and receipt of requisite regulatory approvals, we plan to offer these AI imaging solutions as an optional service to our MSaaS partners.

The development, deployment and use of AI technologies are subject to a variety of evolving laws and regulations, which may differ across jurisdictions and may evolve over time. Our failure to comply with these laws and regulations could result in legal liability, regulatory enforcement actions, negative publicity and damage to our reputation. For example, the EU Artificial Intelligence Act (the "EU AI Act"), has entered into force on August 1, 2024. While the majority of its obligations are expected to take effect by 2026, provisions regulating prohibited AI practices and AI literacy came into effect on February 2, 2025, and provisions pertaining to general purpose AI models on 2 August 2025. The EU AI Act contains a list of prohibited practices, classifies certain AI systems as high risk, depending on the level of risk they pose, includes transparency obligations for providers and deployers of certain AI systems, and includes obligations on general purpose AI models. Fines for noncompliance range from (i) the higher of €35,000,000 or up to 7 percent of a company's total worldwide annual turnover for non-compliance with prohibited AI practices, to (ii) the higher of €7,500,000 or up to 1 percent of a company's total worldwide annual turnover for the supply of incorrect, incomplete, or misleading information to notified bodies and national competent authorities. Additionally, the AI Liability Directive and AI-specific amendments to the existing EU product liability regime will develop the liability regime for harm caused by the use of AI. Among other things, the EU AI Act may require us to implement additional quality assurance controls and measures to be reviewed and approved by regulatory submissions of our products. The cost to comply with such laws or regulations could be significant and could increase our operating expenses, require technical changes, development and implementations, which could adversely affect our business, financial condition and results of operations.

In the UK, government ministers are also planning to introduce a comprehensive AI bill in 2026, aiming, among others, at establishing an AI authority to oversee the regulatory approach to AI and regulating safety and copyright issues related to AI. Any additional costs and penalties associated with increased compliance, enforcement and risk reduction could make certain offerings less profitable or increase the difficulty of bringing certain offerings to market or maintaining certain offerings. This is equally true for the US, where on May 17, 2024, Colorado enacted the Colorado AI Act. The Colorado AI Act creates duties for developers and for those that deploy AI. There is a specific focus on bias and discrimination. The Act will go into effect on February 1, 2026.

Furthermore, the EU Data Act, adopted on November 27, 2023, establishes rules for data sharing and reuse in the European Union, with most obligations effective from September 2025. It aims to enhance the EU's data economy by improving data accessibility and usability, fostering innovation, and ensuring equitable value distribution among data economy participants. The EU Data Act empowers users of connected products—whether owned, leased, or rented—with greater control over the data they generate, while maintaining incentives for investments in data technologies. It also sets general conditions for data sharing between businesses and imposes measures to boost fairness and competition in the European cloud market such as requirements for cloud and edge computing services to facilitate interoperability and enable switching. Additionally, the EU Data Act safeguards companies from unfair contractual terms related to data sharing imposed by dominant market players. Compliance may require us to implement new data management protocols, technological development and changes of our semiconductors and review contractual practices, potentially increasing operational costs.

The European Commission's Digital Omnibus Proposal, published in November 2025, includes proposed amendments to certain EU laws and regulations, including (among others) the EU AI Act and the GDPR. However, the proposal remains at an early stage of the EU legislative process.

If we do not obtain and maintain international regulatory registrations, clearances or approvals for our products, we will be unable to market and sell our products outside of the United States.

Sales of our products outside of the United States are subject to foreign regulatory requirements that vary widely from country to country. Approval procedures vary among countries and can involve additional testing. The time required to obtain approval outside of the United States may differ substantially from that required to obtain FDA approval. In addition, the FDA regulates exports of medical devices from the United States. While the regulations of some countries may not impose barriers to marketing and selling our products or only require notification, others require that we obtain the clearance or approval of a specified regulatory body. Complying with foreign regulatory requirements, including obtaining registrations, clearances or approvals, can be expensive and time-consuming, and we may not receive regulatory clearances or approvals in each country in which we plan to market our products or we may be unable to do so on a timely basis. The time required to obtain registrations, clearances or approvals, if required by other countries, may be longer than that required for FDA clearance or approval, and requirements for such registrations, clearances or approvals may significantly differ from FDA requirements. If we modify our products, we may need to apply for additional regulatory clearances or approvals before we are permitted to sell the modified product. In addition, we may not continue to meet the quality and safety standards required to maintain the authorizations that we have received. If we are unable to maintain our authorizations in a particular country, we will no longer be able to sell the applicable product in that country.

Regulatory clearance or approval by the FDA does not ensure registration, clearance or approval by regulatory authorities in other countries, and registration, clearance or approval by one or more foreign regulatory authorities does not ensure registration, clearance or approval by regulatory authorities in other foreign countries or by the FDA. However, a failure or delay in obtaining registration or regulatory clearance or approval in one country may have a negative effect on the regulatory process in others.

In addition, we are also subject to varying product standards, packaging requirements, labeling requirements, tariff regulations, duties and tax requirements. In Europe, we are required to have all medical device products "CE" marked, an international symbol, affixed to all our medical device products demonstrating compliance with the European Medical Device Directives and/or Medical Device Regulations ("MDR") and all applicable standards. While currently the multi-source Nanox.ARC system, including the Nanox.CLOUD, is CE marked, continued certification is based on the successful review of our quality system by our European Registrar during their periodic audits. Any loss of certification would have a material adverse effect on our business, results of operations and financial condition. There are several major regulatory changes occurring in the regulation of medical devices in the European Union (the "EU"). The revision of the quality system regulation (ISO 13485:2016) has been released that substantially increased the requirements for a medical device quality system. The MDR has replaced the medical device directives (93/42/EEC), and it substantially changes the way that medical devices are brought to market in the EU and how they maintain compliance throughout the product's life cycle. Due to the UK's exit from EU ("Brexit"), different rules are applied in Great Britain (England, Wales and Scotland), Northern Ireland and the EU after the Brexit transition period, which began January 1, 2021. Similarly, Switzerland has changed its relationship with the EU and since May 2022, medical device manufacturers are required, including us, to contract with a Swiss authorized representative. Additionally, the new revision 4 of the clinical evaluation report guidance document (MEDDEV 2.7.1) and the Medical Device Coordination Group (MDCG) guidance regarding clinical evidence (MDCG 2020-6) severely restricts the use of substantial equivalence for new products, resulting in the need for formal clinical trial data for many products. These and future changes will increase the cost for compliance and for product development, and they lengthen product introduction cycles. Failure to comply with these changes and any future changes can have an adverse effect on our ability to release new products in a timely manner.

Moreover, new intended uses of CE marked medical devices falling outside the scope of the current CE Certificate require a completely new conformity assessment before the device can be CE marked and marketed in the EU for the new intended use. The process required to gather necessary information and draw up documentation in order to obtain CE Certification of a medical device in the EU can be expensive and lengthy and its outcome can be uncertain. On February 25, 2025, we received the CE mark certification to market the multi-source Nanox.ARC system, including the Nanox.CLOUD. We may make modifications to our products in the future that we believe do not or will not require notifications to our Notified Body or new conformity assessments to permit the maintenance of our current CE Certificate. If the competent authorities of the EU member states or our Notified Body disagree and require the conduct of a new conformity assessment, the modification of the existing CE Certificate or the issuance of a new CE Certificate, we may be required to recall or suspend the marketing of the modified versions of our products.

Legislative or regulatory reforms in the United States or the EU may make it more difficult and costly for us to obtain regulatory clearances or approvals for our products or to manufacture, market or distribute our products after clearance or approval is obtained.

From time to time, legislation is drafted and introduced in Congress that could significantly change the statutory provisions governing the regulation of medical devices. In addition, the FDA may change its clearance and approval policies, adopt additional regulations or revise existing regulations, or take other actions, which may prevent or delay approval or clearance of our future products under development or impact our ability to modify our currently cleared products on a timely basis. Over the last several years, the FDA has proposed reforms to its 510(k) clearance process, and such proposals could include increased requirements for clinical data and a longer review period, or could make it more difficult for manufacturers to utilize the 510(k) clearance process for their products. For example, in September 2023, the FDA issued three draft guidances intended to strengthen and modernize the premarket notification pathway under Section 510(k) of the FDCA. Among other things, the draft guidances recommend best practices for selecting a predicate device to encourage the evolution of safer and more effective medical devices in the 510(k) program and clarify when clinical data may or may not be needed to support a 510(k) submission. These proposals have not yet been finalized or adopted, and the FDA may work with Congress to implement such proposals through legislation. Accordingly, it is unclear the extent to which any proposals, if adopted, could impose additional regulatory requirements on us that could delay our ability to obtain new 510(k) clearances, increase the costs of compliance, or restrict our ability to maintain our current clearances, or otherwise create competition that may negatively affect our business.

In September 2019, the FDA finalized guidance describing an optional "safety and performance based" premarket review pathway for manufacturers of "certain, well-understood device types" to demonstrate substantial equivalence under the 510(k) clearance pathway by showing that such device meets objective safety and performance criteria established by the FDA, thereby obviating the need, in the case of applicable products, for manufacturers to compare the safety and performance of their medical devices to specific predicate devices in the clearance process. The FDA maintains a list of device types appropriate for the "safety and performance based" pathway and will continue to develop product-specific guidance documents that identify the performance criteria for each such device type, as well as the testing methods recommended in the guidance documents, where feasible. The FDA may establish performance criteria for classes of devices for which we or our competitors seek or currently have received clearance, and it is unclear the extent to which such performance standards, if established, could impact our ability to obtain new 510(k) clearances or otherwise create competition that may negatively affect our business.

In addition, FDA regulations and guidance are often revised or reinterpreted by the FDA in ways that may significantly affect our business and our products. In particular, due to general uncertainty with respect to the current U.S. legal, regulatory and policy environment, and specifically regarding positions that the Trump administration may take regarding FDA regulations and policies, we are unable to predict the impact of any future legislative, regulatory or third-party actions with respect to these issues. Any new statutes, regulations or revisions or reinterpretations of existing regulations may impose additional costs or lengthen review times of any future products or make it more difficult to obtain clearance or approval for, manufacture, market or distribute our products. We cannot determine what effect changes in regulations, statutes, legal interpretation or policies, when and if promulgated, enacted or adopted may have on our business in the future. Such changes could, among other things, require: additional testing prior to obtaining clearance or approval; changes to manufacturing methods; recall, replacement or discontinuance of our products; or additional record keeping.

The FDA's and other regulatory authorities' policies may change and additional government regulations may be promulgated that could prevent, limit or delay regulatory clearance or approval of our future products. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or abroad. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval or clearance that we may have obtained and we may not achieve or sustain profitability.

On April 5, 2017, the European Parliament passed the Medical Devices Regulation (Regulation 2017/745), which repeals and replaces the EU Medical Devices Directive. Unlike directives, which must be implemented into the national laws of the EEA member states, the regulations would be directly applicable, i.e., without the need for adoption of EEA member state laws implementing them, in all EEA member states and are intended to eliminate current differences in the regulation of medical devices among EEA member states. The Medical Devices Regulation, among other things, is intended to establish a uniform, transparent, predictable and sustainable regulatory framework across the EEA for medical devices and ensure a high level of safety and health while supporting innovation.

The Medical Devices Regulation will, however, only become applicable three years after publication (in 2020). Once applicable, the new regulations will, among other things:

- strengthen the rules on placing devices on the market and reinforce surveillance once they are available;
- establish explicit provisions on manufacturers' responsibilities for follow-up regarding the quality, performance and safety of devices placed on the market;
- improve the traceability of medical devices throughout the supply chain to the end-user or patient through a unique identification number;
- set up a central database to provide patients, healthcare professionals and the public with comprehensive information on products available in the EU; and
- strengthened rules for the assessment of certain high-risk devices, which may have to undergo an additional check by experts before they are placed on the market.

These modifications may have an effect on the way we conduct our business in the EEA.

Healthcare reform laws and regulatory changes could adversely affect our products and financial condition.

During the past several years, the U.S. healthcare industry has been subject to an increase in governmental regulation, as well as judicial challenges, at both the federal and state levels. Efforts to control healthcare costs, including limiting access to care, alternative delivery models and changes in the methods used to determine reimbursement scenarios and rates, are ongoing at the federal and state government levels. From time to time, changes designed to contain healthcare costs have been implemented, some of which have resulted in decreased reimbursement rates for diagnostic imaging services that may impact our business or may otherwise affect our ability to commercialize or profitably sell any product candidates for which we obtain regulatory approval.

In March 2010, former President Obama signed into law the Patient Protection and Affordable Care Act, and the Health Care and Education Reconciliation Act of 2010 (collectively, the "ACA"), which included measures that significantly changed the way healthcare is financed by both governmental and private insurers. While a primary goal of these healthcare reform efforts was to expand coverage to more individuals, it also involved additional regulatory mandates and other measures designed to constrain medical costs. The ACA significantly impacts the medical device industry. Among other things, the ACA:

- Imposes an annual excise tax of 2.3% on any entity that manufactures or imports medical devices offered for sale in the United States, which, through a series of legislative amendments, was suspended, effective January 1, 2016 and subsequently repealed altogether on December 20, 2019;
- Establishes a new Patient-Centered Outcomes Research Institute to oversee and identify priorities in comparative clinical effectiveness research in an effort to coordinate and develop such research; and
- Implements Medicare payment system reforms including a national pilot program on payment bundling to encourage hospitals, physicians and other providers to improve the coordination, quality and efficiency of certain healthcare services through bundled payment models.

In addition, the ACA and related healthcare reform laws, regulations and initiatives have significantly increased regulation of managed care plans and decreased reimbursement under Medicare managed care. Moreover, to alleviate budget shortfalls, states have at times reduced or frozen payments to Medicaid managed care plans. We cannot accurately predict the complete impact of these healthcare reform initiatives, but they could lead to a decreased demand for medical devices and other outcomes that could adversely impact our business and financial results.

Some of the provisions of the ACA have yet to be fully implemented, and certain provisions have been subject to judicial and Congressional challenges. For example, a case challenging the ACA's requirement that private insurers cover certain preventative services is currently pending before the U.S. District Court Judge for the Northern District of Texas. In March 2023, the judge struck down this requirement with immediate nationwide effect on March 30, 2023, and, on appeal, in June 2024 the U.S. Court of Appeals for the Fifth Circuit held, among other things, that the ACA's requirement that group health plans and health insurance issuers cover certain preventative services without cost-sharing is unconstitutional. The parties have petitioned to appeal the case to the U.S. Supreme Court, which granted certiorari in January 2025. It is unclear when or how the Supreme Court will rule or how this decision and appeal, subsequent decisions and appeals, and other efforts to challenge, repeal or replace the ACA, or portions thereof, will affect our future products or our business. It is possible that the ACA, as currently enacted or as it may be amended in the future, and other healthcare reform measures that may be adopted in the future, could have an adverse effect on our industry generally and on our ability to commercialize our future products and achieve profitability. It is unclear how any such challenges and the healthcare reform efforts of the second Trump administration will impact ACA and our business. The implementation of new health care legislation could result in significant changes to the health care system, which could have a material adverse effect on our business, results of operations, financial condition and growth prospects.

Disruptions at the FDA and other government agencies caused by funding or staffing shortages or global health concerns could hinder their ability to hire, retain or deploy key leadership and other personnel, or otherwise prevent new or modified products from being developed, cleared or approved or commercialized in a timely manner or at all, which could negatively impact our business.

The ability of the FDA to review and clear or approve new products can be affected by a variety of factors, including government budget and funding levels, statutory, regulatory, and policy changes, the FDA's ability to hire and retain key personnel and accept the payment of user fees, and other events that may otherwise affect the FDA's ability to perform routine functions. Average review times at the FDA have fluctuated in recent years as a result. In addition, government funding of other government agencies that fund research and development activities is subject to the political process, which is inherently fluid and unpredictable.

Disruptions at the FDA and other agencies may also slow the time necessary for new medical devices or modifications to cleared or approved medical devices to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, over the last several years, including for 35 days beginning on December 22, 2018, the U.S. government has shut down several times and certain regulatory agencies, such as the FDA, have had to furlough critical FDA employees and stop critical activities.

Separately, in response to the COVID-19 pandemic, beginning in March 2020, the FDA postponed certain inspections of domestic and foreign manufacturing facilities. Since that time, the FDA has resumed on-site inspections of domestic and foreign manufacturing facilities; however, regulatory authorities within or outside the United States may adopt or resume similar restrictions or other policy measures in response to the COVID-19 pandemic or other global health concerns. If a prolonged government shutdown occurs, or if global health concerns continue to prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews, or other regulatory activities, it could significantly impact the ability of the FDA or other regulatory authorities to timely review and process our regulatory submissions, which could have a material adverse effect on our business.

The current Trump administration has implemented policies that may affect the FDA, including its review process, such as efforts to downsize the federal workforce, remove job elimination protections for federal workers, limit certain communications, and potentially interfere with user fee reauthorization. If political considerations or global health concerns prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews or other regulatory activities, it could significantly impact the ability of the FDA to timely review and process our regulatory submissions, which could have a material adverse effect on our business. In addition, funding of other government agencies that support research and development activities that pertain to FDA review, such as research to understand new technologies or establish new standards, is subject to the political process, which is inherently fluid and unpredictable.

Risks Related to Employee Matters

Under applicable employment laws, we may not be able to enforce covenants not to compete and therefore may be unable to prevent our competitors from benefiting from the expertise of some of our former employees.

Our employment agreements generally include covenants not to compete. These agreements prohibit our employees, if they cease working for us, from competing directly with us or working for our competitors for a limited period. We may be unable to enforce these agreements under the laws of the jurisdictions in which our employees work at all or for a sufficient duration of time to prevent members of our management team from competing with us. Israeli courts have required employers seeking to enforce covenants not to compete to demonstrate that the competitive activities of a former employee will harm one of a limited number of material interests of the employer, such as the secrecy of a company's confidential commercial information or the protection of its intellectual property. In Israel, if we cannot demonstrate that such an interest will be harmed, we may be unable to prevent our competitors from benefiting from the expertise of our former employees or consultants and our competitiveness may be diminished, and in the U.S., these regulatory changes may have similar effects, thus creating uncertainty regarding the proposed regulation and its effects on preserving our competitiveness.

We may not be able to attract and retain the highly skilled employees we need to support our planned growth.

To continue to execute our business and our growth plan, we must attract and retain highly qualified personnel. Competition for these personnel is intense. We may not be successful in attracting and retaining qualified personnel. If we fail to attract new personnel or fail to retain and motivate our current personnel, our business, financial condition, results of operations and future growth prospects could be severely harmed.

Failure to comply with employment and labor laws and regulations could materially and adversely affect our business, financial condition, and results of operations.

We are subject to a variety of federal and state employment and labor laws and regulations and other laws related to working conditions, wage-hour pay, over-time pay, employee benefits, anti-discrimination, and termination of employment. Noncompliance with applicable laws or regulations could subject us to investigations, sanctions, enforcement actions, disgorgement of profits, fines, damages, civil and criminal penalties, or injunctions. An adverse outcome in any such litigation could require us to pay contractual damages, compensatory damages, punitive damages, attorneys' fees and costs. Claims, enforcement actions, or other proceedings could harm our reputation, business, financial condition and results of operations. We could be materially and adversely affected by any such litigation. In addition, responding to any action will likely result in a significant diversion of management's attention and resources and an increase in professional fees.

Risks Related to Owning Our Ordinary Shares

Our share price may be volatile, and you may lose all or part of your investment.

The market price for our shares may be volatile and subject to wide fluctuations in response to factors including the following:

- actual or anticipated fluctuations in results of operations;
- actual or anticipated changes in our growth rate relative to our competitors, as well as announcements by us or our competitors of significant business developments, changes in relationships with our target customers, manufacturers or suppliers, acquisitions or expansion plans;
- failure to meet or exceed financial estimates and projections of the investment community or that we provide to the public, as well as variance in our financial performance from the expectations of market analysts;
- issuance of new or updated research reports or short reports by securities analysts or other market participants;
- share price and volume fluctuations attributable to inconsistent trading volume levels of our shares;
- additions or departures of key management or other personnel;

- our involvement in claims, litigation and investigations;
- disputes or other developments related to proprietary rights, including patents, litigation matters, and our ability to obtain patent protection for our technology;
- announcement or expectation of additional debt or equity financing efforts;
- sales of our ordinary shares or other securities by us, our insiders or our other shareholders, or the perception that these sales may occur in the future;
- the trading volume of our ordinary shares;
- market conditions in our industry;
- changes in the estimation of the future size and growth rate of our markets; and
- general economic, market or political conditions in the United States or elsewhere.

In particular, the market prices of pre-commercial-stage companies like ours have been highly volatile due to factors, including, but not limited to:

- our ability to develop and commercialize our technology and future products or services;
- developments or disputes concerning our product's intellectual property rights;
- our or our competitors' technological innovations;
- fluctuations in the valuation of companies perceived by investors to be comparable to us;
- announcements by us or our competitors of significant contracts, acquisitions, strategic partnerships, joint ventures, capital commitments, new technologies or patents;
- failure to complete significant transactions or collaborate with vendors in manufacturing our product; and
- proposals for legislation that would place restrictions on the price of medical therapies.

These and other market and industry factors may cause the market price and demand for our ordinary shares to fluctuate substantially, regardless of our actual operating performance, which may limit or prevent investors from readily selling their ordinary shares and may otherwise negatively affect the liquidity of our ordinary shares. In addition, the stock market in general, and Nasdaq Global Market and emerging growth companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies. Such broad market fluctuations, and other factors (such as variations in quarterly and yearly operating results, general trends in the medical imaging industry, and changes in state, federal or other applicable regulations affecting us and our industry) may adversely affect the market price of our ordinary shares, if a market for them develops.

In the past, when the market price of shares has been volatile, holders of those shares have instituted securities class action litigation against the company that issued the shares. If any of our shareholders brought a lawsuit against us, we could incur substantial costs defending the lawsuit. Such a lawsuit could also divert resources and the time and attention of our management.

As a foreign private issuer, we are exempt from certain requirements that apply to domestic issuers and we are permitted to follow certain home country corporate governance practices instead of applicable SEC and Nasdaq requirements, which may result in less protection than is accorded to shareholders under rules applicable to domestic issuers.

We report under the Exchange Act as a non-U.S. company with foreign private issuer status. Because we qualify as a foreign private issuer under the Exchange Act, we are exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including (1) the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act, (2) the section of the Exchange Act requiring liability for insiders who profit from trades made in a short period of time and (3) the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specified information, although we intend to furnish comparable quarterly information on Form 6-K. In addition, foreign private issuers are not required to file their annual report on Form 20-F until 120 days after the end of each fiscal year, while U.S. domestic issuers that are accelerated filers are required to file their annual report on Form 10-K within 75 days after the end of each fiscal year and U.S. domestic issuers that are large accelerated filers are required to file their annual report on Form 10-K within 60 days after the end of each fiscal year. Foreign private issuers are also exempt from Regulation FD, which is intended to prevent issuers from making selective disclosures of material information.

In addition, as a foreign private issuer, we are permitted to follow certain home country corporate governance practices instead of those otherwise required under the listing rules of the Nasdaq Stock Market for domestic issuers. For instance, we follow home country practice in Israel with regard to, among other things, the director nomination procedure, approval of compensation of officers, and quorum at shareholder meetings. In addition, we follow our home country law, instead of the listing rules of the Nasdaq Stock Market, which require that we obtain shareholder approval for certain dilutive events, such as for the establishment or amendment of certain equity based compensation plans, an issuance that will result in a change of control of the company, certain transactions other than a public offering involving issuances of a 20% or more interest in the company and certain acquisitions of the stock or assets of another company. As foreign private issuer we are also permitted to follow home country practice in Israel with regard to composition of the board of directors.

As a result of all of the above, you may not have the same protections afforded to shareholders of a company that is not a foreign private issuer.

We may lose our foreign private issuer status which would then require us to comply with the Exchange Act's domestic reporting regime and cause us to incur significant legal, accounting and other expenses.

As discussed above, we are a foreign private issuer and therefore we are not required to comply with all of the periodic disclosure and current reporting requirements of the Exchange Act applicable to U.S. domestic issuers. We will remain a foreign private issuer until our board determines that we no longer meet the qualification set forth in Securities Act Rule 405 and Exchange Act Rule 3b-4, with such determinations to be made on an annual basis as of the end of our second fiscal quarter. In order to maintain our current status as a foreign private issuer, either (a) a majority of our ordinary shares must be either directly or indirectly owned of record by non-residents of the United States or (b)(i) a majority of our executive officers or directors must not be U.S. citizens or residents, (ii) more than 50 percent of our assets cannot be located in the United States and (iii) our business must be administered principally outside the United States. If we lose this status, we would be required to comply with the Exchange Act reporting and other requirements applicable to U.S. domestic issuers, which are more detailed and extensive than the requirements for foreign private issuers. We may also be required to make changes in our corporate governance practices in accordance with various SEC and Nasdaq rules. The regulatory and compliance costs to us under U.S. securities laws if we are required to comply with the reporting requirements applicable to a U.S. domestic issuer may be significantly higher than the costs we would incur as a foreign private issuer. As a result, we expect that a loss of foreign private issuer status would increase our legal and financial compliance costs and would make some activities highly time consuming and costly. We also expect that if we were required to comply with the rules and regulations applicable to U.S. domestic issuers, it would make it more difficult and expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These rules and regulations could also make it more difficult for us to attract and retain qualified members of our board of directors.

We have not paid dividends in the past and have no immediate plans to pay dividends.

We plan to reinvest all of our future earnings, to the extent we have earnings, in order to develop and commercialize our technology and products and to cover operating costs, finance operations and to otherwise become and remain competitive. We have never declared or paid any dividends on our ordinary shares and we do not plan to pay any cash dividends with respect to our securities in the foreseeable future. As we are an initial launch-stage company with limited operating history, we may not be able to generate, at any time, sufficient surplus cash that would be available for distribution to the holders of our ordinary shares as a dividend. Therefore, you should not expect to receive cash dividends on the ordinary shares we are offering. Consequently, investors may need to rely on sales of their ordinary shares after price appreciation, which may never occur, as the only way to realize any future gains on their investment. In addition, the Companies Law imposes restrictions on our ability to declare and pay dividends. See "Item 8. Financial Information—A. Consolidated Statements and Other Financial Information—Dividend Policy" for additional information. Payment of dividends may also be subject to Israeli withholding taxes. See "Item "10. Additional Information—E. Taxation—*Taxation of Our Shareholders—Dividends"* for additional information.

We incur significant increased costs as a result of operating as a public company that reports to the SEC and our management is required to devote substantial time to meet compliance obligations.

As a public company reporting to the SEC, we incur significant legal, insurance, director compensation, accounting and other expenses that we did not incur as a private company. We are subject to reporting requirements of the Exchange Act and the Sarbanes-Oxley Act, as well as rules subsequently implemented by the SEC that impose significant requirements on public companies, including requiring establishment and maintenance of effective disclosure and financial controls and changes in corporate governance practices. In addition, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") imposes various other requirements on public companies. There are significant corporate governance and executive compensation-related provisions in the Dodd-Frank Act that may increase our legal and financial compliance costs, make some activities more difficult, time-consuming or costly and may also place undue strain on our personnel, systems and resources. Our management and other personnel may need to devote a substantial amount of time to these compliance initiatives. In addition, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult and expensive for us to attract and retain qualified people to serve on our board of directors, our board committees or as executive officers.

We also incur costs associated with corporate governance requirements, including requirements under rules implemented by the SEC and the Nasdaq Global Market, and provisions of Israeli corporate law applicable to public companies. These rules and regulations have and will continue to increase our legal and financial compliance costs, introduce costs such as investor relations and stock exchange listing fees, and make some activities more time-consuming and costly. Our board and other personnel continue to devote a substantial amount of time to these initiatives. To the extent we are not in compliance with the Companies Law or Nasdaq Global Market rules, we may be subject to additional costs or delisting. We are continuously evaluating and monitoring developments with respect to these rules, and we cannot estimate the amount of additional costs we may incur or the timing of such costs.

We have incurred and expect to continue to incur additional expenses and devote increased management effort toward ensuring compliance with the auditor attestation requirements of Section 404 of the Sarbanes Oxley Act (and the rules and regulations of the SEC thereunder) because we no longer qualify as an "emerging growth company." We cannot estimate the amount of additional costs we may incur as a result of being a public company or the timing of such costs.

Pursuant to Section 404 of the Sarbanes-Oxley Act and the related rules adopted by the SEC and the Public Company Accounting Oversight Board, our management is required to report on the effectiveness of our internal control over financial reporting. To maintain the effectiveness of our disclosure controls and procedures and our internal control over financial reporting, we expect that we will need to continue enhancing existing, and implement new, financial reporting and management systems, procedures and controls to manage our business effectively and support our growth in the future. The process of evaluating our internal control over financial reporting requires an investment of substantial time and resources, including by our Chief Financial Officer and other members of our senior management. As a result, this process may divert internal resources and take a significant amount of time and effort to complete. In addition, as we no longer qualify as an "emerging growth company" under the JOBS Act, our independent registered public accounting firm must attest to the effectiveness of our internal control over financial reporting under Section 404. Irrespective of compliance with Section 404, any failure of our internal controls could have a material adverse effect on our stated results of operations and harm our reputation. As a result, we may experience higher than anticipated operating expenses, as well as higher independent auditor fees during and after the implementation of these changes. If we are unable to implement any of the required changes to our internal control over financial reporting effectively or efficiently or are required to do so earlier than anticipated, it could adversely affect our operations, financial reporting and/or results of operations and could result in an adverse opinion on internal controls from our independent auditors.

Shares eligible for future sale may adversely affect the market for our ordinary shares and the issuance of additional ordinary shares as a result of the exercise of our outstanding warrants and options will dilute the percentage ownership of our other shareholders.

From time to time, certain of our shareholders are eligible to sell all or some of their ordinary shares by means of ordinary brokerage transactions in the open market pursuant to Rule 144, promulgated under the Securities Act, subject to certain limitations. In general, pursuant to Rule 144, non-affiliate shareholders may sell freely after six months subject only to the current public information requirement (which disappears after one year). Of the 69,590,228 ordinary shares outstanding as of December 31, 2025, approximately 68,686,070 ordinary shares have been registered under the Securities Act and are freely transferable by persons other than our "affiliates" without restriction or additional registration; the remaining shares outstanding have not been registered under the Securities Act and may be offered or sold only pursuant to an effective registration statement or pursuant to an available exemption from the registration requirements. As of December 31, 2025, approximately 69,380,548 of our ordinary shares were held by "non-affiliates" and are freely tradable without restriction pursuant to Rule 144. Any substantial sale of our ordinary shares pursuant to Rule 144 or pursuant to any resale prospectus may have a material adverse effect on the market price of our ordinary shares.

In addition, as of December 31, 2025, there was one outstanding warrant to purchase a total of 2,142,858 ordinary shares, with exercise prices of $19.00 per share. As of December 31, 2025, there were 4,282,546 ordinary shares issuable upon the exercise of options to purchase ordinary shares outstanding under our 2019 Equity Incentive Plan (as defined below), at a weighted average exercise price of $14.88 per share, 140,629 outstanding restricted share units ("RSUs"), and 3,141,938 additional ordinary shares reserved for future issuance under our 2019 Equity Incentive Plan. The warrant is exercisable immediately and will expire on July 26, 2028. More convertible securities may be granted in the future to the Company's officers, directors, employees or consultants or as part of future financings. The exercise of outstanding options and warrants will dilute the percentage ownership of the Company's other shareholders.

The purchase price of the ordinary shares may not reflect our actual value.

The price of our ordinary shares may not be indicative of our actual value or any future market price for our securities. This price may not accurately reflect the value of the ordinary shares or the value that potential investors will realize upon their disposition of ordinary shares. The price does not necessarily bear any relationship to our assets, earnings, book value per share or other generally accepted criteria of value.

If equity research analysts discontinue research or reports about us or our business or if they issue unfavorable commentary or downgrade our ordinary shares, or if other market participants such as short sellers issue unfavorable reports about us, the price of our ordinary shares could decline.

The trading market for our ordinary shares relies in part on the research and reports that equity research analysts publish about us and our business. The analysts' estimates are based upon their own opinions and are often different from our estimates or expectations. If our results of operations are below the estimates or expectations of public market analysts and investors, the price of our ordinary shares could decline. Moreover, the price of our ordinary shares could decline if one or more securities analysts downgrade our ordinary shares or if those analysts issue other unfavorable commentary or cease publishing reports about us or our business.

Our management conducted an evaluation of the effectiveness of our internal control over financial reporting and concluded that our internal control over financial reporting was effective as of December 31, 2025. If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results or prevent fraud. As a result, shareholders could lose confidence in our financial and other public reporting, which would harm our business and the trading price of our ordinary shares.

Effective internal controls over financial reporting are necessary for us to provide reliable financial reports and, together with adequate disclosure controls and procedures are designed to prevent fraud. Our management is required to assess the effectiveness of our internal controls and procedures and disclose changes in these controls on an annual basis and our independent registered public accounting firm is required to attest to the effectiveness of our internal controls over financial reporting pursuant to Section 404.

Any failure to implement required new or improved controls, or difficulties encountered in their implementation could cause us to fail to meet our reporting obligations. In addition, any testing by us conducted in connection with Section 404, or any subsequent testing by our independent registered public accounting firm, may reveal deficiencies in our internal controls over financial reporting that are deemed to be material weaknesses or that may require prospective or retroactive changes to our financial statements or identify other areas for further attention or improvement. Inferior internal controls could also cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our ordinary shares.

Our management conducted an evaluation of the effectiveness of our internal control over financial reporting and concluded that our internal control over financial reporting was effective as of December 31, 2025.

The process of determining whether our existing internal controls are compliant with Section 404 and sufficiently effective will require the investment of substantial time and resources, including by our chief financial officer and other members of our senior management. As a result, this process may divert internal resources and take a significant amount of time and effort to complete. In addition, we cannot predict the outcome of this process and whether we will need to implement remedial actions in order to implement effective controls over financial reporting. The determination of whether or not our internal controls are sufficient and any remedial actions required could result in us incurring additional costs that we did not anticipate, including the hiring of outside consultants. Irrespective of compliance with Section 404, any failure of our internal controls could have a material adverse effect on our stated results of operations and harm our reputation. As a result, we may experience higher than anticipated operating expenses, as well as higher independent auditor fees during and after the implementation of these changes. If we are unable to implement any of the required changes to our internal control over financial reporting effectively or efficiently or are required to do so earlier than anticipated, it could adversely affect our operations, financial reporting or results of operations and could result in an adverse opinion on internal controls from our independent auditors.

Furthermore, if we are unable to certify that our internal control over financial reporting is effective and in compliance with Section 404, we may be subject to sanctions or investigations by regulatory authorities, such as the SEC or stock exchanges, and we could lose investor confidence in the accuracy and completeness of our financial reports, which could hurt our business, the price of our ordinary shares and our ability to access the capital markets.

We may be classified as a passive foreign investment company ("PFIC") for U.S. federal income tax purposes for our taxable year ended December 31, 2025, and possibly for the current taxable year and future taxable years, which could result in adverse U.S. federal income tax consequences to U.S. Holders of our ordinary shares.

A non-U.S. corporation will be a PFIC for any taxable year if either (1) at least 75% of its gross income for such year consists of certain types of passive income; or (2) at least 50% of the value of its assets (generally determined based on an average of the quarterly values of the assets) during such year is attributable to assets that produce passive income or are held for the production of passive income. For this purpose, cash and assets readily convertible into cash are categorized as passive assets and our goodwill and other unbooked intangibles will generally be taken into account in determining our asset value.

A non-U.S. corporation's PFIC status is a factual determination made annually after the close of each taxable year. Because the PFIC income test described above is based on a non-U.S. corporation's gross income and not its net income, a non-U.S. corporation in the early stages of its business, such as our company, can be treated as a PFIC in those taxable years before it has sufficient operating revenue as a result of earning any amount of interest or other passive income. As a result, we believe that we may technically be classified as a PFIC for the taxable year ended December 31, 2025. Depending upon the composition of our income and assets and the market price of our ordinary shares during 2026 and subsequent taxable years and whether we start generating a substantial amount of active revenue, we could continue to be classified as a PFIC for 2026 and subsequent taxable years if we are classified as a PFIC for 2025. In addition, it is possible that any subsidiary that we own would also be classified as a PFIC for such taxable years.

If we were classified as a PFIC for any taxable year during which a U.S. Holder (as defined below) holds our ordinary shares, certain adverse U.S. federal income tax consequences could apply to such U.S. Holder. See "Item 10. Additional Information—E. Taxation—U.S. Federal Income Tax Considerations."

Risks Related to Our Operations in Israel

Conditions in Israel, including in the aftermath of Israel's war with Hamas, Hezbollah, Iran and other terrorist organizations or terror-supporting governments in the Middle East, and political and economic instability in the region, may adversely affect our operations and limit our ability to market our products, which would lead to a decrease in revenues.

We are incorporated under Israeli law, and many of our employees and senior members of our management team, operate from our headquarters located in Israel. In addition, most of our officers and directors are residents of Israel. Accordingly, our business and operations are directly affected by economic, political, geopolitical, and military conditions in Israel.

Since the establishment of the State of Israel in 1948 and in recent years, armed conflicts between Israel and its neighboring countries and terrorist organizations active in the region have involved missile strikes, hostile infiltrations, terrorism against civilian targets in various parts of Israel, and recently abduction of soldiers and citizens.

Following the October 7, 2023 attacks by Hamas, Israel declared that it is in war against Hamas, leading to military conflicts with Hamas, Hezbollah and Iran (both directly and through proxies). Despite some ceasefire agreements, military activity and hostilities continue varying levels of intensity. At the same time, in June 2025, Israel launched a major military strike against Iran, resulting in a twelve-day armed conflict (the "Twelve-Day War") that also involved direct U.S. airstrikes on Iranian nuclear facilities. A ceasefire was reached on June 24, 2025, however Hezbollah has now rejoined hostilities in connection with the military operations conducted against Iran.. In late February 2026, the United States and Israel launched significant military operations against Iran, and Iran responded with retaliatory missile and drone attacks on Israel, U.S. military assets and Gulf states, including the United Arab Emirates, Saudi Arabia, Qatar, Kuwait and Bahrain. This conflict has caused significant casualties in the region, disrupted commercial air travel, damaged critical infrastructure, and effectively suspended shipping through the Strait of Hormuz. The duration and ultimate scope of this conflict remain highly uncertain. A prolonged or expanding conflict could result in sustained disruptions to regional and global economic conditions, continued volatility in energy markets and further deterioration of commercial and financial activity across the Middle East and globally. Any or all of these situations may potentially escalate in the future to more violent events which may affect Israel and us.

While our facilities have not been damaged during the current conflicts, ongoing hostilities have caused and may continue to cause damage to private and public facilities, infrastructure, utilities, and telecommunication networks, and potentially disrupting our operations and supply chains. In addition, Israeli organizations, government agencies and companies have been subject to extensive cyber-attacks. These factors could lead to increased costs, risks to employee safety, and challenges to business continuity, with potential financial losses.

The continuation of the conflict has led to a deterioration of certain indicators of Israel's economic standing, for instance, credit rating actions or outlook changes by international rating agencies.

As a result of the war and related regional military developments, a small number of our employees were called by Israel for military service, and such persons were unavailable for extended periods of time. Our operations were generally not disrupted by such absence.

Currently, our activities in Israel remain largely unaffected, and we maintain business continuity plans backed by our inventory levels located outside of Israel. As of the date of this annual report, the impact of the recent war and its aftermath on our results of operations and financial condition is not material, but such impact may increase, and could become material, as a result of the restarting of the war, in light of the tense regional environment and the activities of Iran and its terrorist proxies to rebuild their capabilities to attack Israel.

Our commercial insurance does not cover losses that may occur as a result of events associated with war and terrorism. Although the Israeli government currently covers the reinstatement value of certain direct damages that are caused by terrorist attacks or acts of war, we cannot assure you that such government coverage will be maintained or that it will sufficiently cover our potential damages. Any losses or damages incurred by us could have a material adverse effect on our business.

The global perception of Israel and Israeli companies, influenced by international judicial bodies and geopolitical events, may lead to increased sanctions and other negative measures against Israel, as well as Israeli companies and academic institutions. There is also a growing movement among countries, activists, and organizations to boycott Israeli goods, services and academic research or restrict business with Israel, which could affect business operations. If these efforts become widespread, along with any future rulings from international tribunals against Israel, they could significantly and negatively impact business operations.

Prior to the October 2023 war, the Israeli government pursued changes to Israel's judicial system and has recently renewed its efforts to effect such changes. As of early 2026, several pieces of legislation aimed at restructuring the judicial selection committee and re-regulating the civil service have advanced in the Knesset. These developments have raised concerns that such proposed changes may negatively impact the business environment in Israel and could lead to political instability or civil unrest. If such changes are pursued and approved, this may have an adverse effect on our business, results of operations, and ability to raise additional funds. In addition, Israel's election cycle (or the possibility of early elections) may contribute to governmental inconsistency, policy uncertainty and civil unrest, any of which could adversely affect our operations and the Israeli business environment.

The termination or reduction of tax and other incentives that the Israeli government provides to Israeli companies may increase our costs and taxes.

The Israeli government currently provides tax and capital investment incentives to Israeli companies, as well as grant and loan programs relating to research and development and marketing and export activities (see "Item 10. Additional Information—E. Taxation—Israeli Tax Considerations and Government Programs"). In recent years, the Israeli government has reduced the benefits available under these programs and the Israeli governmental authorities may in the future further reduce or eliminate the benefits of these programs. We may take advantage of these benefits and programs in the future; however, there can be no assurance that such benefits and programs will be available to us. If we qualify for such benefits and programs and fail to meet the conditions thereof, the benefits could be canceled and we could be required to refund any benefits we might already have enjoyed and become subject to penalties. Additionally, if we qualify for such benefits and programs and they are subsequently terminated or reduced, it could have an adverse effect on our financial condition and results of operations.

It may be difficult to enforce a U.S. judgment against us, our officers and directors named in this annual report on Form 20-F in Israel or the United States, or to assert U.S. securities laws claims in Israel or serve process on our officers and directors.

We are incorporated in Israel. Many of our directors and officers are not residents of the United States and a significant portion of their and our assets are located outside the United States. Service of process upon us or our non-U.S. resident directors and officers may be difficult to obtain within the United States. We have been informed by our legal counsel in Israel that it may be difficult to assert claims under U.S. securities laws in original actions instituted in Israel or obtain a judgment based on the civil liability provisions of U.S. federal securities laws. Israeli courts may refuse to hear a claim based on a violation of U.S. securities laws against us or our directors and officers because Israel may not be the most appropriate forum to bring such a claim. In addition, even if an Israeli court agrees to hear a claim, it may determine that Israeli law and not U.S. law is applicable to the claim. If U.S. law is found to be applicable, the content of applicable U.S. law must be proved as a fact, which can be a time-consuming and costly process. Certain matters of procedure will also be governed by Israeli law. There is little binding case law in Israel addressing the matters described above. Additionally, Israeli courts might not enforce judgments obtained in the United States against us or our directors and officers, which may make it difficult to collect on judgments rendered against us or our directors and officers.

Moreover, an Israeli court will not enforce a non-Israeli judgment if it was given in a state whose laws do not provide for the enforcement of judgments of Israeli courts (subject to exceptional cases), if its enforcement is likely to prejudice the sovereignty or security of the State of Israel, if it was obtained by fraud or in the absence of due process, if it is at variance with another valid judgment that was given in the same matter between the same parties, or if a suit in the same matter between the same parties was pending before a court or tribunal in Israel at the time the foreign action was brought.

Your rights and responsibilities as our shareholder will be governed by Israeli law, which may differ in some respects from the rights and responsibilities of shareholders of U.S. corporations.

We are incorporated under Israeli law. The rights and responsibilities of holders of our ordinary shares are governed by our amended and restated articles of association and the Companies Law. These rights and responsibilities differ in some respects from the rights and responsibilities of shareholders in typical U.S. corporations. In particular, pursuant to the Companies Law, each shareholder of an Israeli company has to act in good faith and in a customary manner in exercising his or her rights and fulfilling his or her obligations toward the company and other shareholders and to refrain from abusing his or her power in the company, including, among other things, in voting at the general meeting of shareholders on amendments to a company's articles of association, increases in a company's authorized share capital, mergers and certain transactions requiring shareholders' approval under the Companies Law. In addition, under Israeli law, a controlling shareholder of an Israeli company or a shareholder who knows that it possesses the power to determine the outcome of a shareholder vote or who has the power to appoint or prevent the appointment of a director or officer in the company or has other powers toward the company has a duty of fairness toward the company. However, Israeli law does not define the substance of this duty of fairness. There is little case law available in Israel to assist in understanding the implications of these provisions that govern shareholder behavior.

Our amended and restated articles of association contain exclusive forum provisions for certain claims, which could limit our shareholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated articles of association provides that the federal district courts of the United States of America will, to the fullest extent permitted by law, be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act (the "Federal Forum Provision"). Our decision to adopt a Federal Forum Provision followed a decision by the Supreme Court of the State of Delaware holding that such provisions are facially valid under Delaware law. While there can be no assurance that U.S. federal or state courts or Israeli courts will follow the holding of the Delaware Supreme Court or determine that the Federal Forum Provision should be enforced in a particular case, application of the Federal Forum Provision means that suits brought by our shareholders to enforce any duty or liability created by the Securities Act must be brought in federal court and cannot be brought in state court. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all claims brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder and the Federal Forum Provision does not apply to suits brought to enforce any duty or liability created by the Exchange Act. Accordingly, actions by our shareholders to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder must also be brought in federal court. Our shareholders will not be deemed to have waived our compliance with the federal securities laws and the regulations promulgated thereunder.

Any person or entity purchasing or otherwise acquiring or holding any interest in any of our securities shall be deemed to have notice of and consented to the Federal Forum Provision. This provision may limit our shareholders' ability to bring a claim in a judicial forum they find favorable for disputes with us or our directors, officers or other employees, which may discourage lawsuits against us and our directors, officers and other employees. Alternatively, if a court were to find the Federal Forum Provision contained in our amended and restated articles of association to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, operating results and financial condition.

Provisions of our amended and restated articles of association and Israeli law and tax considerations may delay, prevent or make difficult an acquisition of us, which could prevent a change of control and negatively affect the price of our ordinary shares.

Israeli corporate law regulates mergers, requires tender offers for acquisitions of shares if such acquisitions cause the acquirer to hold more than specified thresholds, requires special approvals for certain transactions involving directors, officers or significant shareholders and regulates other matters that may be relevant to these types of transactions. For example, under Israeli law, a merger may not be consummated unless at least 50 days have passed from the date that a merger proposal was filed by each merging company with the Israel Registrar of Companies and at least 30 days have passed from the date that the shareholders of both merging companies approved the merger.

Furthermore, Israeli tax considerations may make potential transactions unappealing to us or to our shareholders, such as for those shareholders whose country of residence for tax purposes does not have a tax treaty with Israel which exempts such shareholders from Israeli tax. For example, Israeli tax law does not recognize tax-free share exchanges to the same extent as U.S. tax law. With respect to mergers, Israeli tax law allows for tax deferral in certain circumstances but makes the deferral contingent on the fulfillment of a number of conditions, including, in some cases, a holding period of two years from the date of the transaction during which sales and dispositions of shares of the participating companies are subject to certain restrictions. Moreover, with respect to certain share swap transactions, the tax deferral is limited in time, and when such time expires, the tax becomes payable even if no disposition of the shares has occurred. In order to benefit from the tax deferral, a pre-ruling from the Israel Tax Authority may be required.

These provisions of Israeli law and Israeli tax laws may delay, prevent or make difficult a merger with, or an acquisition of us, or all or a significant portion of our assets, which could prevent a change of control and may make it more difficult for a third party to acquire us, even if doing so would be beneficial to our shareholders. These provisions may limit the price that investors may be willing to pay in the future for our ordinary shares and therefore depress the price of our shares.

Our amended and restated articles of association provide that our directors (other than external directors) are elected on a staggered basis, such that a potential acquirer cannot readily replace our entire board of directors at a single annual general shareholder meeting.

Item 4. Information on the Company

A. History and Development of the Company

NANO-X IMAGING LTD was incorporated under the laws of the State of Israel on December 20, 2018 and commenced operations on September 3, 2019.

Substantially all of our assets at the time of commencement of our operations were acquired or assigned (the "Asset Purchase") from our predecessor company, Nanox Imaging PLC ("Nanox Gibraltar"), a Gibraltar public company, under an Asset Purchase Agreement, dated as of September 3, 2019 and as amended on December 3, 2019 and December 31, 2019, between Nanox Gibraltar and us.

On November 2, 2021, the Company completed the acquisition of 100% of the shares of USARAD Holdings, Inc., a Delaware corporation ("USARAD"), pursuant to the terms of the Stock Purchase Agreement, dated October 25, 2021 (the "USARAD SPA"), among the Company, USARAD, Dr. Michael Yuz, other holders of capital stock of USARAD and holders of USARAD options. USARAD is a U.S.-based teleradiology company with approximately 29 active U.S. certified radiologists and cardiologists in its network. At closing, the Company (through a wholly-owned subsidiary) purchased 100% of the shares of USARAD on a fully diluted basis for $7,300,000 in cash and 496,545 ordinary shares. In addition, upon the successful achievement of certain milestones related to profitability, EBITDA and other operational performance metrics, the Company undertook to pay additional cash consideration in the amount of up to $2,000,000 and stock consideration in the amount of up to $6,500,000 at a per share value determined by the average of: (i) the volume weighted average closing share price of the 30 trading days prior to the relevant milestone completion, and (ii) the volume weighted average closing share price of the 30 trading days ending on August 6, 2021.

On April 28, 2023, the Company and Dr. Michael Yuz, as the representative of the former stockholders of USARAD, entered into the first amendment to the USARAD SPA, according to which the parties to the USARAD SPA agreed that (i) the Company shall pay to the former stockholders of USARAD an aggregate amount of $290,063 in cash and 45,392 ordinary shares, in consideration for the achievement of certain milestones in connection with the first earn out period, as defined in and in accordance with the USARAD SPA; and (ii) the rights and obligations under the USARAD SPA regarding the remaining earn out periods were amended such that the parties agreed that the Company shall pay to the former stockholders of USARAD an aggregate amount of $500,000 in cash and 210,000 ordinary shares as consideration for the remainder of the milestones and applicable earn-outs under the USARAD SPA. As a result of the amendment to the USARAD SPA, obligations of the Company and the rights of the former stockholders of USARAD relating to the purchase price (including the earn-outs) under the USARAD SPA have been satisfied in full.

On November 3, 2021, the Company completed the acquisition of the platform and other assets of MDWEB, pursuant to the terms of the Asset Purchase Agreement, dated October 21, 2021, between the Company and MDWEB, a USARAD-related company. Pursuant to the acquisition, we acquired the MDW platform, now known as the Nanox.MARKETPLACE, a decentralized marketplace connecting imaging facilities with radiologists. At closing, the Company issued 64,715 ordinary shares to MDWEB. In addition, upon the successful achievement of certain milestones related to technical integration of the Nanox.MARKETPLACE with the Nanox.CLOUD and achieving certain other operational targets, the Company undertook to pay additional stock consideration in the amount of up to $1,500,000 at a per share value determined by the average of: (i) closing price of the 30 trading days ending on the applicable milestone's achievement date: and (ii) the volume weighted average closing share price of the 30 trading days prior to the closing date.

On November 4, 2021, the Company consummated its purchase of 100% of the equity of Zebra Medical Vision Ltd., an Israeli company ("Zebra") pursuant to the terms of the Agreement and Plan of Merger, dated August 9, 2021, as amended (the "Zebra Merger Agreement"), among the Company, Zebra and Perryllion Ltd., as representative of Zebra's equity holders. Zebra, now known as Nanox AI, is a leading medical AI developer, with eight FDA-cleared and 11 CE-marked AI solutions for medical imaging. At closing, the Company issued 3,249,142 ordinary shares of the Company and committed to issue 70,211 employee options to the equity holders of Zebra, which represented (a) the basic purchase price of $100,000,000; minus (b) certain transaction costs; plus (c) deferred closing consideration in the amount of $3,333,333 as a result of Zebra entering into a designated commercial agreement prior to closing; plus (d) $6,300,000 as a result of Zebra achieving a designated milestone of obtaining a new FDA clearance for its population health product. All shares, except for the shares issued for the designated milestone, were issued at a deemed per share value of $33.18 and the shares issued for the designated milestone were issued at a per share value of $25.01. In addition, according to the terms of the Zebra Merger Agreement, under certain circumstances, the Company was obligated to issue additional ordinary shares as deferred closing consideration and certain milestone consideration (should such be achieved) representing an aggregate amount of up to $100,000,000 within three years following the closing. An aggregate of $9,633,333 of such consideration was paid at closing as described above. In addition, on January 19, 2022, we issued 89,286 additional ordinary shares to the former shareholders of Nanox AI due to partial achievement of a milestone that occurred post-closing. On December 29, 2022, the parties entered into a settlement with respect to any additional amount that could be granted under the Zebra Merger Agreement, according to which the Company issued Nanox AI's former shareholders an additional 2,648,424 ordinary shares. As a result of the settlement, both parties' performance obligations under the agreement have been satisfied in full.

On January 1, 2024, we incorporated Nanox Impact Inc., a Delaware company, for the deployment operations of our Nanox System in the United States.

On November 19, 2025, the Company completed the acquisition of 100% of the shares of Vaso Healthcare IT Corp., a Delaware corporation ("Vaso IT"), pursuant to the terms of a Stock Purchase Agreement, dated November 18, 2025 (the "Vaso SPA"), among Nano-X Imaging Inc., the Company's wholly owned subsidiary ("Nanox Inc."), Vaso IT, and Vaso Corporation, a Delaware Corporation, the parent company of Vaso IT ("Vaso Corp"). Pursuant to the Vaso SPA, Vaso Corp sold to Nanox Inc. 100% of the stock of Vaso IT, in return for a purchase price of $200,000, and an earnout payment that shall not exceed $600,000, which shall be payable for the two-year period following the closing of the Vaso SPA (the "Earnout"). The Earnout shall be calculated as 10% of all revenues from current Vaso IT customers, during the Earnout payment period, of two years. Following the closing of the VASO SPA, Vaso IT changed its name to Nanox Health IT. Nanox Health IT is a healthcare information technology services provider that serves hospitals and other healthcare organizations in the United States, with personnel specializing in healthcare IT implementation. Nanox Health IT provides services exclusively to healthcare organizations, including imaging centers, radiology groups, hospitals and healthcare networks. Nanox Health IT supports such customers with healthcare-focused IT infrastructure, secure computing environments and ongoing IT operations services.

Nanox Health IT's capabilities include healthcare systems integration, workflow optimization, data migration, user training and nationwide go-live support for medical imaging systems, as well as managed IT services. Nanox Health IT also provides services relating to healthcare IT infrastructure, cybersecurity and compliance solutions, and imaging and clinical systems support. These services are designed to support operational continuity, system reliability, regulatory compliance and optimized clinical workflows across complex and regulated healthcare environments. Nanox Health IT's services are designed for healthcare environments subject to extensive regulatory requirements. Nanox intends to integrate Nanox Health IT's operational and customer support infrastructure with Nanox AI solutions that have received FDA clearance and that analyze routine CT scans for indicators of chronic diseases. Nanox Health IT's goal is to support Nanox's U.S. commercial expansion. As part of its broader healthcare ecosystem, the acquisition is expected to strengthen its U.S. operations. Nanox's overall goal is to support the deployment, integration and scaling of its FDA-cleared AI imaging solutions across healthcare providers in the United States.

Our principal executive offices are located at Ofer Tech Park, 94 Shlomo Shmeltzer Road, Petach Tikva, Israel 4970602, and our telephone number is +972 3 37359202. Our website address is http://www.nanox.vision. The information contained therein or connected thereto shall not be deemed to be incorporated into this annual report on Form 20-F. Our agent for service of process in the United States is CT Corporation System.

Public Offerings

In August 2020, we completed our initial public offering of 10,555,556 ordinary shares at a public offering price of $18 per share, including 1,376,812 additional ordinary shares purchased by the underwriters at the public offering price, less the underwriting discount, pursuant to the exercise in full of their option to purchase additional ordinary shares. Our ordinary shares are listed on the NASDAQ Global Market under the symbol "NNOX."

On February 10, 2021, certain of our shareholders sold an aggregate of 3,091,635 ordinary shares in a public offering pursuant to an Underwriting Agreement by and among us, Cantor Fitzgerald & Co., acting as representative of the underwriters, and the selling shareholders named therein (the "Selling Shareholders"). We did not receive any of the proceeds from the sale of ordinary shares offered by the Selling Shareholders.

On July 23, 2023, we entered into a securities purchase agreement with a single institutional investor for the purchase and sale of 2,142,858 of the Company's ordinary shares together with warrants to purchase up to 2,142,858 ordinary shares at a combined purchase price of $14.00 per share, in a registered direct offering. The warrants have an exercise price of $19.00 per share, are exercisable immediately upon issuance and will expire five years from issuance. The closing of the offering occurred on July 26, 2023, and the gross proceeds from the offering were approximately $30 million, excluding any proceeds that may be received upon the exercise of the warrants, before deducting placement agent fees and other offering expenses payable by the Company.

On June 7, 2024, we entered into the Sales Agreement with Cantor Fitzgerald & Co. and Mizuho Securities USA LLC (each individually, an "Agent" and collectively, the "Agents") relating to the issuance and sale from time to time of our ordinary shares. In accordance with the terms of the Sales Agreement, we may offer and sell our ordinary shares having an aggregate offering price of up to $100 million from time to time through the Agents pursuant to the Sales Agreement. The Agents will be entitled to compensation at a commission rate of up to 2.5 % of the aggregate gross proceeds from each sale of ordinary shares. As of December 31, 2025 we have raised $46.1 million under the Sales Agreement.

On November 23, 2025, we entered into a securities purchase agreement with a single institutional investor for the purchase and sale of 3,826,530 of the Company's ordinary shares at a purchase price of $3.92 per share, in a registered direct offering. The gross proceeds from the offering were approximately $15 million, before deducting placement agent fees and other offering expenses payable by the Company.

B. Business Overview

Overview

Nanox is focused on driving the world's transition to preventive health care by delivering an integrated, end-to-end medical imaging and healthcare services platform.

Nanox combines affordable imaging hardware, advanced AI-based solutions, cloud-based software, access to remote radiology, health IT solutions, and a marketplace to enable earlier detection, improved clinical efficiency, and broader access to care.

Nanox's vision is to expand the reach of medical imaging both within and beyond traditional hospital settings by providing a seamless solution from scan to interpretation and beyond. By leveraging proprietary digital X-ray technology, AI-driven analytics, and a clinically driven approach, Nanox aims to enhance the efficiency of routine imaging workflows, support early detection of disease, and improve patient outcomes.

The Nanox ecosystem includes Nanox.ARC, a cost-effective, 3D multi-source digital tomosynthesis imaging system designed for ease of use and scalability; Nanox.AI, a suite of AI-based algorithms that augment the interpretation of routine CT imaging to identify early signs often associated with chronic disease; Nanox.CLOUD, a cloud-based platform for secure data management, storage, and advanced imaging analytics; Nanox.MARKETPLACE and USARAD Holdings, which provides access to remote radiology and cardiology experts and comprehensive teleradiology services; and Nanox Health IT combines deep healthcare IT expertise with leading technology partners to deliver RIS, PACS, AI, dictation, and secure infrastructure solutions that streamline workflows and support safer, more efficient care delivery.

By integrating imaging technology, AI, cloud infrastructure, clinical expertise, a marketplace, and health information technology, Nanox seeks to lower barriers to adoption, improve utilization, and advance preventive care worldwide.

Our holistic imaging solution is currently comprised of the following principal components:

The Nanox System. As a first step to producing a new class of accessible and affordable medical imaging systems, we focused on identifying and developing a novel digital X-ray source, which we refer to as the Nanox.SOURCE. Our X-ray source is based on a novel digital MEMs semiconductor cathode that we believe can achieve the same functionalities as legacy X-ray analog cathodes, while allowing for lower-cost production than existing medical imaging systems. We have been developing this technology over ten years towards the goal of commercial applicability. This novel digital X-ray source is the basis of core technology in the imaging system we are developing, and we believe it also has the potential to replace the legacy X-ray source in other existing imaging systems. Our technology aims to disrupt medical imaging by providing accessibility and affordability on a global scale. Our goal is to enable medical institutions and other significant medical players to either employ our solutions as a closed end-to-end system or to adopt a modular approach to our technologies, by acquiring or licensing our different components and integrating our technologies into their specific product.

The Nanox System includes two integrated components—hardware (Nanox.ARC, or Nanox.ARC X), a medical imaging system incorporating our novel digital X-ray source, and software (Nanox.CLOUD). We developed, and continue to improve, the multi-source Nanox.ARC, a 3D tomosynthesis imaging system, which received two 510(k) clearances from the FDA and remains subject to regulatory clearance and approval in other jurisdictions. Tomosynthesis is an imaging technique used for early detection, that is designed to produce a high-resolution, 3D, X-ray image reconstruction of the scanned human body part for review by a professional diagnostics expert. In parallel, we have developed, and continue to improve, the Nanox.CLOUD, a companion cloud-based software to which scanned images may be securely uploaded to the cloud system. By integrating the Nanox.CLOUD with the Nanox.ARC, we believe the Nanox System could provide a streamlined process and end-to-end medical imaging service, including services such as image repository, radiologist matching, online and offline diagnostics review and annotation, connectivity to diagnostic assistive AI systems, billing, monitoring and reporting.

Following clearances from the FDA, and if cleared by similar regulatory agencies in other jurisdictions, we plan to market and deploy the Nanox System globally at a substantially lower cost than currently available medical imaging systems, such as legacy X-ray and Computerized Tomography ("CT") systems, because our digital X-ray source allows the Nanox.ARC to have a simpler structure without the costly cooling equipment used in legacy X-ray systems or the complex rotating mechanism used in CT devices. See "—Our Technology—The Nanox System." We believe that the Nanox System could increase the accessibility and affordability of early-detection medical imaging systems worldwide, substantially reduce wait-times for imaging results and increase early detection rates compared to currently employed imaging process protocol.

We continue to implement a multi-step approach to the regulatory clearance process for the Nanox System. On April 28, 2023, we received a 510(k) clearance from the FDA to market the Nanox.ARC (including the Nanox.CLOUD), a multi-source 3D digital tomosynthesis system, as a stationary X-ray system intended to produce tomographic images of the human musculoskeletal system adjunctive to conventional radiography, on adult patients. On December 4, 2024, we received another 510(k) clearance from the FDA for the Nanox.ARC, for general use including human musculoskeletal system, pulmonary, intra-abdominal, and paranasal sinus indications, adjunctive to conventional radiography, on adult patients. This device is intended to be used in professional healthcare facilities or radiological environments, such as hospitals, clinics, imaging centers and other medical practices by trained radiographers, radiologists and physicians. We plan to seek additional clearances or approvals for additional uses of the currently cleared Nanox System, or for future versions of the Nanox System. In April 2025, we received a 510(k) clearance from the FDA for the Nanox.ARC X, an AI-ready, multi-source digital tomosynthesis system that makes advanced 3D imaging possible in more places at significantly lower radiation dose than CT, which clearance covers the production of tomographic images for general use, including the human musculoskeletal system and pulmonary, intra-abdominal and paranasal sinus indications, adjunctive to conventional radiography on adult patients. The Nanox Systems achieve diagnostic imaging with up to 80% less radiation compared to CT scans, for equivalent body parts, and minimize structural superimposition for clearer imaging, compared to traditional X-rays. In February 2026, we received a 510(k) clearance from the FDA for TAP2D, a new cloud enabled image enhancement capability for the Nanox.ARC and Nanox.ARC X.

On November 22, 2023, Nanox.ARC received approval from the Medical Device Division of the Ministry of Health in Israel (the regulatory body that oversees medical devices in Israel). As such, Nanox.ARC is registered as a commercial medical device in the Israeli market. Following this approval, the Israeli Ministry of Health granted Nanox.ARC a free sale certificate which is a requirement for regulatory submission in some markets. In addition, in Ghana, our local partner has obtained approval from the Ghana Food and Drug Authority (the GFDA), and started the clinical scanning of patients.

On February 25, 2025, we received the CE mark certification to market the multi-source Nanox.ARC system, including the Nanox.CLOUD, its accompanying cloud-based infrastructure. Nanox.ARC is a stationary X-ray system, intended to generate tomographic images of human anatomy from a single tomographic sweep performed in recumbent positions of adult patients.

We expect that the Nanox System will enable us to accumulate a significant number of medical images, which have the potential to be used by collaborators, such as medical AI-analytics companies, through machine learning algorithms to increase the probability of early disease detection.

U.S. go-to-market. Based on market analysis of the U.S. market by clinicians, imaging administrators and directors, stakeholders recognize the clinical benefits of the Nanox System and its more affordable approach to advanced imaging technology. Furthermore, outpatient facilities, such as freestanding emergency clinics, and pulmonary clinics showed interest in adopting the Nanox System. Specifically, because such facilities typically do not have CT capabilities, we believe such facilities view the Nanox System as a more affordable way to keep patients in-house for advanced imaging needs, combined with a 2D X-ray. In addition, even among facilities that already have CT capabilities, stakeholders have expressed interest in exploring the Nanox.ARC as a complementary solution, offering lower radiation dose, a smaller footprint, and a potentially more cost-efficient alternative for certain imaging use cases. Outpatient facilities also expressed potential interest in our MSaaS business model, which we believe could reduce the risk of an upfront purchase because the cost is based on actual use. We believe that gathering further clinical evidence will strengthen the support for our technology. Our current U.S. go-to-market strategy is comprised of three primary components: customer targeting, building a sales team and using a hybrid business model.

In terms of customer targeting, we believe several factors impact willingness to adopt our system, including the type of facility, its current imaging capabilities and imaging volumes, and geographic location, namely rural vs. urban. We aim to strategically engage segments that show early adoption potential, such as orthopedic clinics, skilled nursing facilities, freestanding emergency departments and urgent care facilities. We intend to continue to build clinical evidence particularly within the U.S. market, to support the adoption of our system, as well as reimbursement mechanisms, specifically with commercial payers. We've strategically realigned our focus to enhance our presence in the U.S. market, such that our initial efforts in commercialization and deployment within the U.S. have been concentrated on select states. This approach allows us, in the near term, to optimize customer service, delivery and support. To execute our strategy, we have allocated internal sales resources and we are trying to leverage the USARAD network, in order to accelerate our initial penetration in the market. Furthermore, we are in the process of expanding a U.S.-based sales and service team that will seek to generate leads, close sales, manage relationships, and provide services for the Nanox System installed base. We are also in the process of engaging with independent service providers to provide service in remote areas and to decrease equipment downtime. We expect that other operational needs (such as medical affairs, regulatory, billing, finance and contracting) will be supported by the existing international Nanox organization.

For our business model in the U.S., we use a hybrid approach combining a usage-based Subscription model with a CapEx Model to help promote adoption, based on different segments, with an increasing focus on CapEx-driven deployments supported by our growing network of channel partners and direct sales force. We have designed a training program to promote the Nanox System. Including enablement of channel partners to support sales, installation and ongoing customer engagement. We also intend to use a combination of pilot sites, training, service, sales, and marketing efforts to help meet customer needs, while leveraging third-party distributors and strategic partners to expand our market reach. These aspects of our business strategy require us to hire additional experienced healthcare business-development professionals as well as to build and manage relationships with channel partners, who are charged with raising awareness of the Nanox System among physicians, hospitals, urgent care operators, and large health systems throughout the U.S.

Following a U.S. Reimbursement Landscape Assessment for Nanox.ARC, it was found that the existing CPT code 76100 "*Radiologic examination, single plane body section (eg, tomography), other than with urography*" would be a viable option to report tomosynthesis procedures utilizing the Nanox.ARC. Nanox.ARC users would be able to report with appropriate ICD-10-PCS code(s). These ICD-10-PCS codes are for reporting services and procedures performed in the inpatient hospital site of service. For the Nanox.ARC, clinics or hospitals operating it can use the CPT code 76100 for reporting. According to the National Physician Fee Schedule (MPFS) and related schedules, as of November 2025 and February 2026, reimbursement rates for DTS vary between uses by physicians and by hospital outpatients. Third-party payors may impose limits on coverage or reimbursement for diagnostic imaging services, including denying reimbursement for tests that do not follow recommended diagnostic procedures or can only be billed using an unlisted or miscellaneous code. Prior authorization is required for certain advanced imaging services through CMS' Appropriate Use Criteria (AUC) program and private payer prior authorization programs. Currently, although there are no AUCs for tomosynthesis in general radiography, we plan to monitor the CMS AUC Program and Private Payers Prior Authorization process for radiology procedures for any change.

We have recently entered into a distribution agreement with Howard Technology Solutions ("Howard") a division of Howard Industries to deploy 300 Nanox.ARC systems across the U.S. over three years. As of the date of this Annual Report, we continue to advance the deployment of the Nanox.ARC systems through direct sales and commercial collaborations, with approximately 36 systems in various stages of deployment, additional 17 systems expected to be installed over the following months as part of the Nanox Imaging Network initiative (as described below), and have executed distribution agreements (including Howard) for approximately 360 CapEx systems in the U.S. over the next two to three years, with timing dependent on regulatory, operational, and market factors. Most of the deployed systems have not yet begun to generate revenues. Such anticipated volumes, if executed as expected, reflect the Company's current commercial arrangements and the expected activities of its distribution partners; however, the timing and extent of actual purchases are subject to a number of factors, including market adoption, customer demand, site readiness, construction timelines, regulatory approvals, and the performance of such partners. While these agreements represent expected commercial activity over time, many have not yet resulted in revenue, and the timing and extent of revenue recognition will depend on the progression of deployments, system activations, and other factors, including the performance of our distribution partners. The introduction of new medical technologies typically involves complex and multi-stage processes, including integration into clinical workflows, compliance with regulatory frameworks, and development of supporting operational infrastructure. These factors may extend deployment timelines, particularly in early stages, and may impact the timing of revenue generation.

Nanox Imaging Network (NIN). Nanox has initiated Nanox Imaging Network ("NIN"), a limited Proof-of-Concept ("POC") initiative, in collaboration with Monarch Medical Management and Billing LLC ("Monarch"). NIN is intended to evaluate a network-based imaging services operating model in the United States, focused on providing imaging services through selected sites serving workers' compensation and other specialized healthcare segments.

As part of the NIN POC, Nanox is responsible for certain technical and operational elements, including imaging system deployment, maintenance of its Nanox.ARC systems, connectivity and service support, while Monarch is responsible for site operations, personnel, regulatory permits, and local engagement. The initiative is intended to serve a range of healthcare providers, including orthopedic and spine clinics, occupational health providers, post-accident care providers, nursing homes and correctional healthcare facilities.

Certain target segments addressed by the NIN POC, including workers' compensation-related imaging services, are characterized by reimbursement structures that may allow for higher per-scan pricing compared to standard reimbursement frameworks, depending on payer arrangements, state-specific fee schedules and contractual terms. The NIN POC is intended, in part, to evaluate such reimbursement dynamics.

The POC is currently in an early and limited deployment phase, with a limited number of sites identified and in various stages of setup. The POC is intended solely to assess operational, regulatory and economic feasibility. Nanox has not committed to a rollout of NIN, and there can be no assurance that the POC will be expanded, successfully implemented, or result in material revenues.

EU go-to-market.

As the population ages and the demand for medical imaging increases in lockstep, there is an increasing need for accessible, advanced imaging solutions across various care settings. We expect the Nanox.ARC and Nanox.ARC X to be a good fit for this backdrop, because at their core, the Nanox.ARC and the Nanox.ARC X offer an advanced medical imaging solution that is more accessible and affordable. Most of the initial sales in the EU are and will be through the CapEx Model, meaning the systems will be purchased outright with no per-scan charges. However, there will be additional revenues generated through the use of service contracts and Nanox.CLOUD connectivity. The distributors are responsible to oversee sales and market development, including promoting the equipment, engaging with key opinion leaders, and generating leads. They are handling local regulatory approvals, importation, installation, and after-sales support. Additionally, they will execute marketing activities, maintain inventory, manage financial transactions with Nanox, and set local pricing and negotiate with customers.

Nanox.MARKETPLACE. Nanox.MARKETPLACE (formerly known as the MDW platform), which we acquired from MDWEB in November 2021, is our proprietary decentralized marketplace that connects imaging facilities with radiologists and enables radiologists to provide, and customers to obtain, remote interpretations of imaging data. The platform was designed by radiologists for the imaging industry. The radiologists connecting to Nanox.MARKETPLACE include those radiologists who are part of our network and provide teleradiology services through USARAD, as well as other radiologists, all of whom undergo an accreditation process that we perform and are required to be certified by the American Board of Radiology. Based primarily on customer location and area of specialization, radiologists will be matched to conduct the imaging interpretation. The radiologist receives payment through the platform from the customer upon the delivery of the imaging interpretation. The Nanox.MARKETPLACE service is currently offered on a standalone basis. Additionally, we have completed the incorporation of the Nanox.MARKETPLACE into the Nanox System, such that images that were generated by the Nanox.ARC and the Nanox.ARC X, and uploaded to the Nanox.CLOUD, can be streamlined and referred through the Nanox.MARKETPLACE to radiologists for remote reading.

Nanox.CONNECT. In August 2022, we entered into a supply agreement with Re-medi Co Ltd. in order to integrate Remedi's two-dimensional ("2D") imaging systems (using traditional X-ray tubes) to the Nanox.CLOUD and the Nanox.MARKETPLACE, creating a mobile 2D X-ray system that enables remote readings of scans with third parties AI-powered imaging analysis and a global teleradiology solution, which we refer to as the "Nanox.CONNECT." The Nanox.CONNECT is currently deployed in a beta site in order to receive local regulatory approvals and explore and evaluate the business model and the potential service.

AI Imaging Solutions. Nanox AI (previously known as Zebra), which we acquired in November 2021, develops machine learning platforms based on its database of over 500 million imaging scans, which facilitates the development of AI medical imaging solutions. Nanox AI has FDA clearance for seven radiology AI solutions, CE mark in Europe for five radiology AI solutions and regulatory approvals in other countries for its radiology AI solutions. Nanox AI has been granted over two dozen patents in the field of radiology AI. Nanox AI gathers underutilized image data from CT scans and helps medical service providers focus on patients that, upon findings generated by use of our AI solutions, require additional medical attention.

In February 2024, we received FDA clearance for HealthFLD, an AI software that provides automated qualitative and quantitative analysis of liver attenuation from routine contrast and non-contrast chest and abdomen CT scans in patients between the ages of 18 to 75. HealthFLD is intended to support clinicians in the detection of fatty liver, correlated with hepatic steatosis, an early sign of metabolic dysfunction-associated steatotic liver disease (MASLD), formerly referred to as non-alcoholic fatty liver disease (NAFLD).

In August 2024, we received 510(k) clearance for HealthCCSng V2.0. HealthCCSng V2.0 is the upgraded version of Nanox.AI's cardiac solution, HealthCCSng, which has already shown tangible results in several healthcare systems, identifying patients at high risk of coronary artery disease while driving significant revenue to cardiology departments. It has also been seamlessly integrated with existing picture archiving and communication systems (PACS) and electronic medical records (EMR) systems, and enabled timely and appropriate preventive care.

We offer FDA cleared AI-based software imaging solutions to hospitals, health maintenance organizations ("HMOs"), integrated delivery networks ("IDNs"), marketplaces, pharmaceutical companies and insurers that are designed to identify or predict undiagnosed or underdiagnosed medical conditions, through the mining of data of existing CT scans. We have entered into collaboration agreements with marketplaces for access and distribution of our Nanox AI solutions, and agreements with IDNs, hospitals, insurance assessment and imaging companies with respect to our AI imaging solutions.

Additionally, we offer direct access to end-consumers to get the AI solutions through second opinions platform and healthcare imaging companies with respect to our AI imaging solutions. We currently offer AI imaging population health solutions aimed at identifying underlying findings, which are correlated to osteoporosis, cardiovascular disease and fatty liver to help detect patients at risk for more advanced liver disease such as NASH. With our AI imaging population health solutions, we aim to further our mission to enable preventative healthcare through early detection.

The HealthFLD clearance is the third product across the Nanox.AI suite of population health solutions to receive FDA clearance. The FDA previously cleared HealthCCSng, a solution that detects coronary artery calcium (CAC) that presents a risk for coronary artery disease, and HealthOST, a solution that assesses vertebral compression fractures and bone mineral density to support clinicians in the evaluation and assessment of musculoskeletal disease of the spine (such as osteoporosis).

Looking to the future of Nanox.AI, the strong validation of these solutions by multiple health systems around the world drives us to develop additional algorithms that can identify more health problems.

Nanox.AI is collaborating with a U.S.-based healthcare company that operates medical screening programs focused on early disease detection. Under the terms of this collaboration, Nanox.AI's population health software solutions are integrated into the partner's medical screening workflows across multiple imaging center locations in the United States.

Through this model, Nanox.AI provides technology solutions to a business customer that delivers screening services directly to individual consumers. As a result, Nanox.AI does not contract directly with end patients but rather supports consumer-facing healthcare services indirectly through its commercial partner. This business-to-business-to-consumer (B2B2C) approach is intended to allow Nanox.AI to participate in consumer healthcare markets while maintaining a business-to-business commercial relationship.

We're also expanding direct-to-clinician access to Nanox.AI solutions and launching new AI applications that have the potential to improve diagnostic accuracy, early detection, and patient management directly to clinics and physicians as an AI software add-on.

Nanox.AI continues to expand its software and artificial intelligence–enabled product portfolio to support clinical care management and advanced image analysis.

Real+ Osteoporosis Care Management Platform. Real+ is a comprehensive osteoporosis care management software platform for which development has been completed. The solution is designed to support and automate key components of the osteoporosis care pathway, including patient intake, approval, follow-up, and ongoing monitoring. Real+ is tailored to the operational needs of Fracture Liaison Service (FLS) centers and is intended to support coordinated and timely care delivery while reducing administrative workload for clinical teams. Commercial deployment of Real+ remains subject to customer adoption, integration, and applicable regulatory approvals and operational considerations.

AI-Based Aortic Valve Calcification Measurement (Under Development). Nanox is developing an artificial intelligence–based solution intended to detect and quantify aortic valve calcification using standard non-contrast, non-gated CT scans. This solution is designed to support earlier identification of patients who may be at risk for aortic stenosis and who may benefit from additional clinical evaluation. This product is currently under development, has not been fully validated, and is subject to further clinical evaluation and applicable regulatory review.

AI-Based Body Composition Measurement (Under Development). Nanox is also developing an artificial intelligence–based body composition analysis capability intended to assess fat and muscle parameters from CT imaging. This capability is being evaluated for potential inclusion in broader analytical frameworks, including biological age analysis methodologies described in academic literature. This solution remains under development and has not been validated for clinical use.

Nanox may evaluate potential combined applications of body composition analysis and aortic valve calcification measurement; however, any such combined solutions are at an early development stage and subject to further research, validation, and regulatory review. There can be no assurance that the AI-based solutions described above will be successfully developed, approved, or commercially deployed.

Nanox Health IT (formerly VasoHealthcare IT). Nanox Health IT is a healthcare information technology services provider that serves hospitals and other healthcare organizations in the United States, with personnel specializing in healthcare IT implementation. Nanox Health IT provides services exclusively to healthcare organizations, including imaging centers, radiology groups, hospitals and healthcare networks. Nanox Health IT supports such customers with healthcare-focused IT infrastructure, secure computing environments and ongoing IT operations services.

Nanox Health IT's capabilities include healthcare systems integration, workflow optimization, data migration, user training and nationwide go-live support for medical imaging systems, as well as managed IT services. Nanox Health IT also provides services relating to healthcare IT infrastructure, cybersecurity and compliance solutions, and imaging and clinical systems support. These services are designed to support operational continuity, system reliability, regulatory compliance and optimized clinical workflows across complex and regulated healthcare environments. Nanox Health IT's services are designed for healthcare environments subject to extensive regulatory requirements. Nanox intends to integrate Nanox Health IT's operational and customer support infrastructure with Nanox AI solutions that have received FDA clearance and that analyze routine CT scans for indicators of chronic diseases. Nanox Health IT's goal is to support Nanox's U.S. commercial expansion. As part of its broader healthcare ecosystem, the acquisition is expected to strengthen its U.S. operations. Nanox's overall goal is to support the deployment, integration and scaling of its FDA-cleared AI imaging solutions across healthcare providers in the United States.

Teleradiology Services. Following our acquisition of USARAD in November 2021, we offer teleradiology services to customers in the U.S. market and an additional six countries by U.S.-based radiologists, certified by the American Board of Radiology. We offer imaging interpretation services for radiology practices, hospitals, medical clinics, diagnostic imaging centers and mobile imaging service providers, urgent care facilities and multi-specialty physician groups and USARAD contracts directly with these customers. Second Opinions is a platform provided by USARAD Holdings Inc.

The platform connects patients with radiologists and other subspecialty physicians for additional consultation on their medical diagnoses. We have a network of approximately 20 accredited independent radiologists in our marketplace who are actively providing teleradiology services with us. We provide our teleradiology services to approximately 100 customers representing approximately 200 facilities. We allocate images that we receive from our customers, through our picture archiving and documentation system, to radiologists in our network based on the radiologist's area of specialization. Payment is made by the customer directly to us based on the number of monthly readings and we pay the radiologist a predetermined fixed fee per reading.

Currently, our teleradiology services are offered as a standalone product through USARAD. In the future, we plan to incorporate our teleradiology services as part of our Nanox System offering.

Limitation of Current Medical Imaging Solutions and Our Market Opportunity

The main categories of current medical imaging systems that use X-ray sources include legacy X-ray systems, CT, mammography, fluoroscopy and angiogram. The analog X-ray source used by these systems produces X-rays by accelerating electrons to high energies, causing them to hit a metal target from which the X-rays are emitted. This requires a significant amount of electrical energy to be transferred to the X-ray tube. Due to the heat generated by this process, one of the most complex mechanical challenges is cooling the analog X-ray source. In addition, for CTs, the mechanical structure is even more complex because the analog X-ray source needs to rotate in a heavy gantry at high speed. We believe these are key factors leading to the high cost and complexity of existing medical imaging systems, which in turn significantly limits the availability of medical imaging for early detection globally.

A significant portion of the world population lacks access to medical imaging. Further, many people with access to medical imaging face substantial wait times for scanning. For example, in Canada, access to medical imaging procedures is a growing problem with months of reported wait times for MRI and CT screenings. Long wait times not only negatively impact patient outcomes but also add significant costs due to delays in detection and treatment.

In addition, most market participants, including medical imaging manufacturing companies, medical imaging providers and radiologists, among others, have not provided the same level of end-to-end medical imaging services. One of the reasons is that the scanning process is currently not integrated with the diagnostics process, which contributes to extended wait times for image diagnostics by experts.

According to a report of Fortune Business Insights from April 2026, the global medical imaging market size was valued at 44.33 billion in 2025 and is projected to grow from 46.9 billion in 2026 to 78.57 billion by 2034, exhibiting a CAGR of 6.65% during the forecast period.

The X-ray segment is projected to dominate the market with a share of 35.55% in 2026.

Increasing use of advanced AI-enabled diagnostic equipment for rapid diagnosis and predictive analysis in developed countries is a major factor anticipated to contribute to the rising product demand during the forecast period. Currently, only a handful of players operating in the market provide AI-enabled imaging technologies to the healthcare industry.

The Nanox Ecosystem

The Nanox System

We have developed, and continue to improve, the Nanox System, which has two integrated components — hardware (Nanox.ARC or Nanox.ARC X) and software (Nanox.CLOUD). The Nanox.ARC, a 3D tomosynthesis imaging system, is designed to integrate our proprietary and novel digital X-ray source, known as Nanox.SOURCE. Our X-ray source is based on a novel digital MEMs semiconductor cathode that we believe can achieve the same functionalities as legacy X-ray analog cathodes, while allowing for lower-cost production than existing medical imaging systems. We have been developing this technology over ten years towards the goal of commercial applicability. The Nanox.ARC X is an AI-ready, multi-source digital tomosynthesis system that makes advanced 3D imaging possible in more places at significantly lower radiation dose than CT. The Nanox Systems achieve diagnostic imaging with up to 80% less radiation compared to CT scans, for equivalent body parts, and minimize structural superimposition for clearer imaging, compared to traditional X-rays.

Our technology aims to disrupt the medical imaging market by providing accessibility and affordability on a global scale. Our goal is to enable medical institutions and other significant medical players to either employ our solutions as a closed end-to-end system or to adopt a modular approach to our technologies, by acquiring or licensing our different components and integrating our technologies into their specific product.

Legacy Analog X-ray Source and Limitations of Existing Medical Imaging Systems

The X-ray tube technology has essentially remained unchanged since its inception in 1895. For any type of imaging system to generate X-rays, the system must use X-ray tubes as a source for the X-rays. The X-ray tube converts electrical power into X-rays by accelerating electrons to high energies, causing them to hit a metal target from which the X-rays are emitted. X-rays can only be produced if the X-ray tube is energized, which has historically required a significant amount of electrical energy to be transferred to the X-ray tube. However, only a small amount of the energy deposited into the X-ray tube is actually converted into X-rays; the majority of the energy turns into heat.

Traditionally, an X- ray system (or tube) is based on a thermionic (heat-based) mode of operation where a metal filament needs to be heated up to approximately 2,000°C to generate the electron stream (a "cathode") that will hit a metal target (an "anode") to generate the photon-based X-ray stream resulting from that high-energy impact.

Heating the filament to approximately 2,000°C requires the mechanical cathode support systems to withstand high temperatures within a high vacuum, high voltage environment. Tungsten was introduced into the X-ray tube in 1925 for its properties of a high melting point and ductility. The tungsten filaments still used today are critical components of X-ray tubes, but they limit the lifetime of the X-ray tube due to the progressive evaporation of filament material under these high temperatures. At temperatures of up to 2,000°C, the filament evaporates in hot spots close to the peak temperature locations which over time can cause a catastrophic failure of the filament.

Nanox's technology exhibits the capability to swiftly switch between ON and OFF states within microseconds, a notable advancement compared to traditional filament-based systems that operate in seconds. This feature positions the Nanox.ARC and the Nanox.ARC X as formidable solutions for both industrial and security applications. Furthermore, the cathode module operates at low voltage, enhancing the overall simplicity of tube operation with the focus grid. The design allows for the incorporation of multiple sources, providing versatility and adaptability to various scenarios and applications.

We believe that the use of the legacy analog X-ray source is one of the key factors for the high cost of existing medical imaging systems. The main categories of medical imaging systems that use X-ray sources include legacy X-ray systems, CT (3D cross-sectional 360° "slicing" X-ray imaging), mammography (2D and 3D breast X-ray imaging), fluoroscopy (real-time X-ray video imaging) and angiogram (blood vessels, contrast X-ray imaging). CT scanners, for example, are complex diagnostic imaging systems that use X-rays to take images of a patient's internal structures and organs. Due to the limitations of the analog X-ray source described above, general radiographic X-ray tubes are not well suited for use in a CT scanner. CT scanners instead use a specialized X-ray tube designed to withstand the excessive amount of heat produced by continuous energization. This X-ray tube is located in the gantry, which is the largest part of a CT scanner and consists of the X-ray detectors, the mechanical supports and the scanner housing. Due to the heat generated by this process, one of the most complex mechanical challenges is cooling the analog X-ray source while rotating it in a heavy gantry at high-speed. One solution used is the rotating anode, where a tungsten metal disk rotates at high revolutions per minute so the electron beam hits a different spot on the disk on a continuous basis to prevent the concentration of heat in one spot on the disk and reduce the likelihood of overheating or burning. In addition, CT scanners require a long continuous exposure time to create 3D images of the patient's body using multiple X-ray images, which means that the X-ray tube must be continually energized and that patients are continuously exposed to radiation throughout that period. As a result of these complexities, most high-quality X-ray tubes for a CT scanner weigh between approximately 50 and 100 kilograms with the cooling mechanism.

Our Novel Digital X-ray Source

Realizing that the X-ray tube technology has essentially not changed in more than 120 years and remains a significant source of complexity and cost-driver of existing X-ray-based medical imaging systems, we developed a novel digital X-ray source that we believe addresses these drawbacks and will enable a new class of medical imaging systems that can be produced at a significantly lower cost than the existing systems.

Our technology has its roots in field emission display ("FED") technology. FED technology was originally developed by Sony with other technology partners, for television screens and monitors, offering a novel way of lighting screen pixels compared to traditional cathode-ray tubes that were based on a one-source electron gun beam. The field emission display innovation used multiple nano-scale electron guns to achieve a much higher quality image with significantly reduced motion blur effects. In 2009, after having invested substantial resources in the development of this technology for over a decade including through a joint venture called Field Emission Technologies, Inc. ("FET"), Sony ceased development of the project.

In 2009, FET dissolved and transferred certain assets to FET Japan Inc. ("FETJ"). Former scientists on our team, who worked at FETJ, applied their expertise to develop non-display related applications, including our X-ray source technology. In 2011, our predecessor company acquired certain non-display related know-how from FETJ and certain members of the FETJ technical team joined us.

After acquiring the technology, we spent over eight years developing a digital X-ray source for the medical imaging industry that could be produced on a commercial scale. Our X-ray source is a MEMs-based semiconductor cathode that achieves electron emission by a non-thermionic low-voltage trigger to approximately 100 million nano-scale molybdenum cones that act as multiple electron "guns," instead of a single heated filament. The cathode is housed in a customized X-ray tube.

We believe our X-ray source has the following technological advantages over the analog X-ray source:

Reduced duration of radiation exposure. Our X-ray source uses a digital chip that is designed to provide better control and enables near-instantaneous on/off toggling of the electron beam. This source control also enables a precise synchronized operation, which we believe can potentially result in significantly reduced duration of radiation exposure compared to an analog X-ray source.

X-ray source KvP / mA decoupling. Our X-ray source is designed to create imaging using one X-ray source chip because there is complete independence and separation between the strength of X-ray penetration and the amount of photons for illumination (referred to as "KvP / mA"). KvP represents the speed of electrons that gives the X-ray its penetrating power, and higher KvP means the X-rays can penetrate higher density materials such as bones. mA represents the amount of photons or brightness levels of the X-ray image. For legacy X-ray sources, KvP / mA ratios were codependent in a linear relationship and each X-ray source could only produce one set of KvP / mA combinations dedicated for a particular use (for example, either tissue images or bone images, but not both simultaneously). We believe our X-ray source technology can produce multi-spectral imaging from one X-ray source, which allows for variable energy levels to be controlled during one scan. Therefore, one source chip can be used for multiple types of scans, such as head-scans, abdomen, mammography and angiograms, involving both soft and hard tissues at variable densities, simultaneously. We believe this multi-spectral imaging could also be applied to real-time video imaging. Our latest working prototype uses up to 160 KvP / mA under lab conditions, and we commercialize the multi-source Nanox.ARC with a range of 40 – 110 KvP / mA.

Longer lifetime. Our X-ray source is based on a field of multiple electron guns on our MEMs-based cathode that spread the load of electron generation among many "producers" compared to a single filament that heats to a high temperature in the analog X-ray tube. As a result, our digital X-ray source is designed to enable to produce an electron beam from different locations on the chip towards the anode during each duty cycle without the need for the complex, high precision rotating mechanism. In addition, the near instant on/off toggling feature of our digital X-ray source is designed to allow us to reduce the duration of each operation. As a result, we believe our medical imaging system will have higher stability and a longer lifetime, with a longer mean time between failures.

Simplified hardware structure. Because our chip-based X-ray source and tube are designed to be quickly triggered electronically, we are able to have multiple stationary-anode tubes arranged around the patient as opposed to one larger tube that rotates around the patient. We believe this could reduce the complexity and cost of the Nanox.ARC and the Nanox.ARC X compared to legacy imaging devices. This current approach to increase durability of the tungsten anode in imaging devices, the rotating anode mechanism requires both a significant increase in tube size and mechanical component cost to allow for the complex movements of the tube. In contrast, we believe by using our X-ray source we will be able to significantly reduce the size of X-ray tubes and simplify the structure of our medical imaging system.

We believe our X-ray source has the potential to replace the legacy X-ray source in other existing imaging systems, as well as the X-ray source in systems used in other industries, such as security scanners and NDT (non-distractive testing).

Nanox System

We have developed, and continue to improve, the multi-source Nanox.ARC and Nanox.ARC X, medical devices that integrate our proprietary and novel X-ray source. Subject to receiving requisite regulatory approval, the version of the multi-source Nanox.ARC that is being introduced to the market is a 3D tomosynthesis imaging system that produces a 3D reconstruction of the scanned human body part. The Nanox.ARC, using our X-ray source, is designed to produce partial-body scans of various body parts, with remote operation capability, and to have a full kVp / mA energy throughout range as per industry standards, multi-spectral imaging range, as well as cloud connectivity and standard compliance safety mechanisms. It is designed for easy setup and operation with multiple stationary X-ray tubes arranged around the patient. Part of the software used to run the Nanox.ARC is cloud-computing based and integrated with the Nanox.CLOUD, as further explained below. The Nanox.ARC X is an AI-ready, multi-source digital tomosynthesis system that makes advanced 3D imaging possible in more places at significantly lower radiation dose than CT, which clearance covers the production of tomographic images for general use, including the human musculoskeletal system and pulmonary, intra-abdominal and paranasal sinus indications, adjunctive to conventional radiography on adult patients. Amongst the features the Nanox.ARC X has an even smaller footprint than the existing Nanox.ARC systems, enhancing one of our key differentiators. The new systems will also be easy to deploy and use, with an anticipated one-day setup time and "plug and play" functionality. The Nanox Systems achieve diagnostic imaging with up to 80% less radiation compared to CT scans, for equivalent body parts, and minimize structural superimposition for clearer imaging, compared to traditional X-rays.

In addition to the Nanox.ARC and Nanox.ARC X, we have developed, and continue to improve, the Nanox.CLOUD, a companion cloud software that will allow for the delivery of medical screening as a service. With the Nanox.CLOUD, we anticipate that the high-cost components of existing medical imaging systems, such as analytics and computing software that are traditionally installed via multiple licenses on-premise and on a per-system basis, will become centralized through the cloud.

We believe this will significantly reduce on-going software and IT licensing costs and enable a wide range of functionalities, such as multiple AI diagnostics and remote support. By integrating the Nanox.CLOUD with the Nanox.ARC, we believe the Nanox System could provide a streamlined process and end-to-end medical imaging service, including services such as image repository, radiologist matching, online and offline diagnostics review and annotation, connectivity to diagnostic assistive AI systems, billing, monitoring and reporting.

We believe the Nanox System, if cleared and approved by the requisite regulatory authorities in applicable jurisdictions, and successfully deployed, will streamline the entire medical screening process ranging from scanning to support diagnostics, and solve the bottleneck of imaging-to-diagnostics.

We also expect to be able to offer the Nanox System for a substantially lower cost than existing medical imaging systems, which we believe is key to achieving our goal of making early-detection medical imaging systems more accessible globally. We believe our novel X-ray source is crucial to our ability to substantially reduce the manufacturing cost of the Nanox.ARC and Nanox.ARC X. Our digital X-ray source generates X-ray radiation that is measurably identical in all key metrics to the X-ray radiation generated by existing analog X-ray sources, but without creating the high temperature that results from the filament used in the analog X-ray tube, thereby eliminating the need for the costly cooling equipment. In addition, our digital X-ray source is designed to enable the Nanox.ARC to have multiple stationary tubes arranged around the patient, which allows for a more simplified structure, as opposed to requiring the heavy, complex, high-precision rotating mechanisms used in legacy CT devices. As a result, we expect that when we will be commercialized at scale, we will be able to offer the Nanox System at a substantially lower cost than the cost of existing medical imaging systems based on analog X-ray sources.

On April 28, 2023, we received a 510(k) clearance from the FDA to market the Nanox.ARC (including the Nanox.CLOUD) as a stationary X-ray system intended to produce tomographic images of the human musculoskeletal system adjunctive to conventional radiography, on adult patients. This device is intended to be used in professional healthcare facilities or radiological environments, such as hospitals, clinics, imaging centers and other medical practices by trained radiographers, radiologists and physicians.

On December 4, 2024, we received 510(k) clearance from the FDA for the Nanox.ARC, for general use including human musculoskeletal system, pulmonary, intra-abdominal, and paranasal sinus indications, adjunctive to conventional radiography, on adult patients. In April 2025, we received a 510(k) clearance from the FDA for the Nanox.ARC X, an AI-ready, multi-source digital tomosynthesis system that makes advanced 3D imaging possible in more places at significantly lower radiation dose than CT, which clearance covers the production of tomographic images for general use, including the human musculoskeletal system and pulmonary, intra-abdominal and paranasal sinus indications, adjunctive to conventional radiography on adult patients. The Nanox Systems achieve diagnostic imaging with up to 80% less radiation compared to CT scans, for equivalent body parts, and minimize structural superimposition for clearer imaging, compared to traditional X-rays. In February 2026, we received a 510(k) clearance from the FDA for TAP2D, a new cloud enabled image enhancement capability for the Nanox.ARC and Nanox.ARC X.

We are constantly working on product and technology future developments.

ARC.AI is the AI-Enabled Image Analysis of the Nanox.ARC X. We are developing a Pulmonary solution which is expected to be the first AI application designed specifically for the Nanox.ARC X. We identified the need for Tomosynthesis AI solution as prime requirement to support the growing market demand for Cancer Screening initiatives. We are developing and evaluating artificial intelligence-based image analysis tools applied to chest scans acquired with the Nanox.ARC X digital tomosynthesis system. In development phase, these tools have demonstrated the potential to enhance the visibility of pulmonary nodules, which may represent early indicators of lung cancer. These AI-enabled capabilities are currently under development, have not yet been fully validated, and remain subject to further clinical evaluation and applicable regulatory review.

Clinical Sites:

We believe that gathering further clinical evidence will strengthen the support for our technology. We utilize clinical data as needed, for market validation, protocols and professional training. Under the Helsinki permit, we started to collect clinical sample images of multiple human body anatomies with a Nanox System that were deployed in the Shamir hospital in Israel. Additionally, we reached an agreement with Beilinson Hospital, a part of the Clalit Health Services, the largest health service organization in Israel, to conduct a human trial designed to assess the diagnostic capabilities of the Nanox System in detecting chest and lung diseases. This trial is currently ongoing.

In Beilinson, tens of patients were already recruited for both the chest trial and the multisite trial. Together with the staff at Beilinson, we have reviewed patient's datasets and the results are impressive, continuing the trend we've published in a recent whitepaper from the first patients.

In Ghana, the multi-center trial site is actively recruiting and the Nanox System is actively scanning patients- both for the clinical trial as well as part of clinical practice.

We have also initiated a collaboration with NDS Wellness, an independent provider of wellness screening programs located in Michigan, U.S. As part of this collaboration, we are conducting clinical trial to further assess the clinical value of the Nanox.ARC system in the context of lung cancer detection, management, and screening. The study was approved by the IRB and will initiate shortly, and is intended to support the generation of clinical evidence regarding the use of digital tomosynthesis in pulmonary applications.

In the United States, Cedars-Sinai Medical Center has joined a clinical trial evaluating a new artificial intelligence–based model under development by NanoxAI for the measurement of aortic valve calcification. This solution is intended to quantify aortic valve calcium levels, which are considered an important indicator associated with the risk of aortic valve disease. This model remains under development and is subject to ongoing clinical evaluation and validation.

Outside the United States, we have entered into a collaboration with Olympe Imagerie, a group of independent radiologists operating across multiple sites in the Île-de-France region in France and utilizing advanced imaging facilities. Through this collaboration, the Nanox.ARC system has been deployed at Hospital Privé Jacques Cartier in Massy, a private hospital within the Paris metropolitan area, as part of clinical trials designed to further assess the value of the Nanox.ARC in supporting lung cancer detection, management, and screening.

In addition, the Nanox.ARC system was recently installed in Meir hospital Orthopedic Emergency department, in order to assess the clinical utility of DTS in the context of a ED in indications relevant for Orthopedics. The study will assess how integrating multi-source digital tomosynthesis into early triage workflows may support clinical decision-making, comparing Nanox.ARC with conventional X-ray and CT. This collaboration represents an important step in expanding our clinical evidence base and demonstrating the value of accessible 3D imaging at the point of care.

Furthermore, our established HealthCCSng AI solution for opportunistic detection of CAC is currently being evaluated by three university medical centers (Mass General Brigham, University of Washington and Wake Forest Health) assessing the effect on patient treatment rates of CAC detection. In all sites we are currently in the 12-month follow up period and initial results will be presented in the SCCT conference this summer in San Diego. We are anticipating that the promising results together with new Dyslipidemia guidelines from AHA/ACC will further strengthen the necessity of such a solution for opportunistic screening in relevant healthcare organizations.

We expect that the Nanox System, and other Nanox products will enable us to accumulate a significant number of medical images, which have the potential to be used by collaborators, such as medical AI-analytics companies, through machine learning algorithms to increase the probability of early disease detection.

The Nanox.ARC Business Model

We plan to commercialize our X-ray source technology through three simultaneous business models: (i) the Subscription Model, (ii) the CapEx Model (sales) and (iii) the Licensing Model for OEM. While we have historically expected the Subscription Model to be our primary business model and the key vehicle to achieving our vision of increasing early detection of medical conditions that are discoverable by X-ray, we are increasingly shifting toward a growing CapEx component, driven by the expansion of our business partner base in the United States.

The Subscription Model (MSaaS Model)

The foundation of the Subscription Model is our integrated offering of the Nanox.ARC and the Nanox.CLOUD, which we refer to as the Nanox System. Under the Subscription Model, which we also refer to as the MSaaS model (Medical Software as a Service), we aim to sell the Nanox System, following receipt of the requisite regulatory authorities in applicable jurisdictions, at low cost or to provide the system at no cost, and to receive a portion of the proceeds from each scan as the right-to-use licensing fee, and potentially additional fees for usage of the Nanox.MARKETPLACE, AI capability and teleradiology services, with the remaining amount allocated among our partners, including the local operators, radiologists, cloud storage providers, medical AI software providers and others, on a case by case basis. While the actual pricing charged by local operators may be greater than our suggested retail price, the retail price per scan in all markets other than the United States is still expected to be substantially less than the global average. In the United States, we expect the retail price to represent a significant reduction compared to the average cost of a CT scan. The Nanox System is operated by local operators independent from us, and we contract with third parties to provide the day-to-day maintenance of the Nanox System.

While we believe our novel X-ray source could provide existing market participants with the paradigm shift needed for preventive healthcare disruption, we also believe existing market participants are not likely to undertake the change-leadership route and will be slow to adopt the MSaaS model.

The CapEx Model (Sales)

In certain countries, including the United States, we intend to commercialize our X-ray source technology using the CapEx Model to accommodate specific local regulatory requirements, as well as increasing demand from our growing base of business partners. Under this model, we expect to sell the Nanox System, following receipt of the requisite regulatory authorities in applicable jurisdictions, for a one-time charge. We expect this retail price to be higher than the upfront sales price under the Subscription Model but still lower than the cost of existing medical imaging systems. If required by applicable regulatory requirements in any jurisdiction, we may enter into arrangements with third-party cloud vendors, on a case-by-case basis, which will be responsible for providing the cloud services (instead of the Nanox.CLOUD) and will be paid separately by the owner-operators of the Nanox Systems. In addition, we expect to contract with third-party service providers to provide maintenance services for the Nanox Systems at the owner-operators' own costs.

The Licensing Model (OEM Model)

While we believe the medical imaging industry will eventually migrate towards the recurring revenue-based MSaaS model, we expect certain leading market participants will be slower to adopt this model. For these market participants, we expect to provide an intermediate solution through which they will adopt our X-ray source technology for their existing systems. Under the Licensing Model, which we also refer to as the OEM (Original Equipment Manufacturer) model, we would be engaged to tailor our X-ray source to the specific systems of medical imaging device manufacturers or other X-ray device manufacturers or to license our X-ray source technology to them to develop new types of imaging systems for, among possible others, a one-time licensing fee upfront for the X-ray source, as well as recurring royalty payments for each system sold that incorporates our X-ray source. The licensees would be responsible for the operation of the medical imaging systems integrating our X-ray source. Although we expect to initially rely on the Licensing Model, in part, we view the Licensing Model as a transitional phase, aimed at maximizing the commercial value of our technology and strategic buy-in from market participants to our vision through partnership and commercial relationships.

Sales and Marketing

X-Ray Technology. We plan to commercialize our X-ray technology using the three simultaneous business models described above broadly across the globe in the next few years, including in the United States and certain countries in Asia, Europe, Africa, Latin America, and Australia. Our sales and marketing strategy varies depending on specific geographical regions, as different regions generally require different marketing approaches.

In most countries, other than the United States, we expect to primarily market through local partnerships with strong national branding and operational market participants in the target region. These local partners would be engaged in deploying and operating our medical imaging systems, training and recruiting a local medical professional workforce to operate the systems and providing medical imaging diagnostics for the systems' scan results.

U.S. go-to-market. Based on market analysis of the U.S. market by clinicians, imaging administrators and directors, stakeholders recognize the clinical benefits of the Nanox System and its more affordable approach to advanced imaging technology. Furthermore, outpatient facilities, such as freestanding emergency clinics, and pulmonary clinics showed interest in adopting the Nanox System. Specifically, because such facilities typically do not have CT capabilities, we believe such facilities view the Nanox System as a more affordable way to keep patients in-house for advanced imaging needs, combined with a 2D X-ray. In addition, even among facilities that already have CT capabilities, stakeholders have expressed interest in exploring the Nanox.ARC as a complementary solution, offering lower radiation dose, a smaller footprint, and a potentially more cost-efficient alternative for certain imaging use cases. Outpatient facilities also expressed potential interest in our MSaaS business model, which we believe could reduce the risk of an upfront purchase because the cost is based on actual use. We believe that gathering further clinical evidence will strengthen the support for our technology. Our current U.S. go-to-market strategy is comprised of three primary components: customer targeting, building a sales team and using a hybrid business model.

In terms of customer targeting, we believe several factors impact willingness to adopt our system, including the type of facility, its current imaging capabilities and imaging volumes, and geographic location, namely rural vs. urban. Our aim is to strategically engage segments that show early adoption potential, such as orthopedic clinics, skilled nursing facilities, freestanding emergency departments and urgent care facilities. We intend to continue to build clinical evidence particularly within the U.S. market, to support the adoption of our system, as well as reimbursement mechanisms, specifically with commercial payers. We've strategically realigned our focus to enhance our presence in the U.S. market, such that our initial efforts in commercialization and deployment within the U.S. are concentrated on select states. This approach allows us, in the near term, to optimize customer service, delivery and support. To execute our strategy, we have allocated internal sales resources and we are planning to leverage the USARAD network, in order to accelerate our initial penetration in the market. Furthermore, we are in the process of enhancing a U.S. based sales and service team that will seek to generate leads, close sales, manage relationships, and provide services for the Nanox System installed base. We are also in the process of engaging with independent service providers to provide service needs in remote areas and to decrease equipment downtime. To date, other operational needs (such as medical affairs, regulatory, billing, finance and contracting) are supported by the existing international Nanox organization.

For our business model in the U.S., we use a hybrid approach combining a usage-based MSaaS model with a CapEx Model to help promote adoption, based on different segments, with an increasing focus on CapEx-driven deployments supported by our growing network of channel partners We have designed a training program to promote the Nanox System, including enablement of channel partners to support sales, installation and ongoing customer engagement. We also intend to use a combination of pilot sites, training, service, sales, and marketing efforts to help meet customer needs, while leveraging third-party distributors and strategic partners to expand our market reach. These aspects of our business strategy require us to hire additional experienced healthcare business-development professionals as well as to build and manage relationships with channel partners, who are charged with raising awareness of the Nanox System among physicians, hospitals, urgent care operators, and large health systems throughout the U.S.

Following a U.S. Reimbursement Landscape Assessment for Nanox.ARC, it was found that the existing CPT code 76100 "*Radiologic examination, single plane body section (eg, tomography), other than with urography*" would be a viable option to report tomosynthesis procedures utilizing the Nanox.ARC. Nanox.ARC users would be able to report with appropriate ICD-10-PCS code(s). These ICD-10-PCS codes are for reporting services and procedures performed in the inpatient hospital site of service. For the Nanox.ARC, clinics or hospitals operating it can use the CPT code 76100 for reporting. According to the National Physician Fee Schedule (MPFS) and related schedules, as of November 2025 and February 2026, reimbursement rates for DTS vary between uses by physicians and by hospital outpatients. Third-party payors may impose limits on coverage or reimbursement for diagnostic imaging services, including denying reimbursement for tests that do not follow recommended diagnostic procedures or can only be billed using an unlisted or miscellaneous code. Prior authorization is required for certain advanced imaging services through CMS' Appropriate Use Criteria (AUC) program and private payer prior authorization programs. Currently, although there are no AUCs for tomosynthesis in general radiography, we plan to monitor the CMS AUC Program and Private Payers Prior Authorization process for radiology procedures for any change.

We have recently entered into a distribution agreement with Howard Technology Solutions ("Howard") a division of Howard Industries to deploy, as of the date of this Annual Report, 300 Nanox.ARC systems across the U.S. over three years. In addition, we continue to advance the deployment of the Nanox.ARC systems through direct sales and commercial collaborations, with approximately 36 systems in various stages of deployment, additional 17 systems expected to be installed over the following months as part of the Nanox Imaging Network initiative (as described below), and have executed distribution agreements (including Howard) for approximately 360 CapEx systems in the U.S. over the next two to three years, with timing dependent on regulatory, operational, and market factors. Most of the deployed systems have not yet begun to generate revenues. Such anticipated volumes, if executed as expected, reflect the Company's current commercial arrangements and the expected activities of its distribution partners; however, the timing and extent of actual purchases are subject to a number of factors, including market adoption, customer demand, site readiness, construction timelines, regulatory approvals, and the performance of such partners. While these agreements represent expected commercial activity over time, many have not yet resulted in revenue, and the timing and extent of revenue recognition will depend on the progression of deployments, system activations, and other factors, including the performance of our distribution partners. The introduction of new medical technologies typically involves complex and multi-stage processes, including integration into clinical workflows, compliance with regulatory frameworks, and development of supporting operational infrastructure. These factors may extend deployment timelines, particularly in early stages, and may impact the timing of revenue generation.

Nanox Imaging Network (NIN). Nanox has initiated Nanox Imaging Network ("NIN"), a limited Proof-of-Concept ("POC") initiative, in collaboration with Monarch Medical Management and Billing LLC ("Monarch"). NIN is intended to evaluate a network-based imaging services operating model in the United States, focused on providing imaging services through selected sites serving workers' compensation and other specialized healthcare segments.

As part of the NIN POC, Nanox is responsible for certain technical and operational elements, including imaging system deployment, maintenance of its Nanox.ARC systems, connectivity and service support, while Monarch is responsible for site operations, personnel, regulatory permits, and local engagement. The initiative is intended to serve a range of healthcare providers, including orthopedic and spine clinics, occupational health providers, post-accident care providers, nursing homes and correctional healthcare facilities.

Certain target segments addressed by the NIN POC, including workers' compensation-related imaging services, are characterized by reimbursement structures that may allow for higher per-scan pricing compared to standard reimbursement frameworks, depending on payer arrangements, state-specific fee schedules and contractual terms. The NIN POC is intended, in part, to evaluate such reimbursement dynamics.

The POC is currently in an early and limited deployment phase, with a limited number of sites identified and in various stages of setup. The POC is intended solely to assess operational, regulatory and economic feasibility. Nanox has not committed to a rollout of NIN, and there can be no assurance that the POC will be expanded, successfully implemented, or result in material revenues.

AI Solutions. We currently focus our service, training, sales, and marketing efforts for our AI solutions in the U.S., EU and UK markets and target large hospitals, HMOs, IDNs, marketplaces, pharmaceutical companies and insurers and third-party marketplaces.

Looking to the future of Nanox.AI, the strong validation of these solutions by multiple health systems around the world drives us to develop additional algorithms that can identify more health problems.

Nanox.AI is collaborating with a U.S.-based healthcare company that operates medical screening programs focused on early disease detection. Under the terms of this collaboration, Nanox.AI's population health software solutions are integrated into the partner's medical screening workflows across multiple imaging center locations in the United States.

Through this model, Nanox.AI provides technology solutions to a business customer that delivers screening services directly to individual consumers. As a result, Nanox.AI does not contract directly with end patients but rather supports consumer-facing healthcare services indirectly through its commercial partner. This business-to-business-to-consumer (B2B2C) approach is intended to allow Nanox.AI to participate in consumer healthcare markets while maintaining a business-to-business commercial relationship.

We're also expanding direct-to-clinician access to Nanox.AI solutions and launching new AI applications that have the potential to improve diagnostic accuracy, early detection, and patient management directly to clinics and physicians as an AI software add-on.

Nanox.AI continues to expand its software and artificial intelligence–enabled product portfolio to support clinical care management and advanced image analysis.

Real+ Osteoporosis Care Management Platform. Real+ is a comprehensive osteoporosis care management software platform for which development has been completed. The solution is designed to support and automate key components of the osteoporosis care pathway, including patient intake, approval, follow-up, and ongoing monitoring. Real+ is tailored to the operational needs of Fracture Liaison Service (FLS) centers and is intended to support coordinated and timely care delivery while reducing administrative workload for clinical teams. Commercial deployment of Real+ remains subject to customer adoption, integration, and applicable regulatory and operational considerations.

AI-Based Aortic Valve Calcification Measurement (Under Development). Nanox is developing an artificial intelligence–based solution intended to detect and quantify aortic valve calcification using standard non-contrast, non-gated CT scans. This solution is designed to support earlier identification of patients who may be at risk for aortic stenosis and who may benefit from additional clinical evaluation. This product is currently under development, has not been fully validated, and is subject to further clinical evaluation and applicable regulatory review.

AI-Based Body Composition Measurement (Under Development). Nanox is also developing an artificial intelligence–based body composition analysis capability intended to assess fat and muscle parameters from CT imaging. This capability is being evaluated for potential inclusion in broader analytical frameworks, including biological age analysis methodologies described in academic literature. This solution remains under development and has not been validated for clinical use.

Nanox may evaluate potential combined applications of body composition analysis and aortic valve calcification measurement; however, any such combined solutions are at an early development stage and subject to further research, validation, and regulatory review. There can be no assurance that the AI-based solutions described above will be successfully developed, approved, or commercially deployed.

Nanox Health IT (formerly VasoHealthcare IT). Nanox Health IT is a healthcare information technology services provider that serves hospitals and other healthcare organizations in the United States, with personnel specializing in healthcare IT implementation. Nanox Health IT provides services exclusively to healthcare organizations, including imaging centers, radiology groups, hospitals and healthcare networks. Nanox Health IT supports such customers with healthcare-focused IT infrastructure, secure computing environments and ongoing IT operations services.

Nanox Health IT's capabilities include healthcare systems integration, workflow optimization, data migration, user training and nationwide go-live support for medical imaging systems, as well as managed IT services. Nanox Health IT also provides services relating to healthcare IT infrastructure, cybersecurity and compliance solutions, and imaging and clinical systems support. These services are designed to support operational continuity, system reliability, regulatory compliance and optimized clinical workflows across complex and regulated healthcare environments. Nanox Health IT's services are designed for healthcare environments subject to extensive regulatory requirements. Nanox intends to integrate Nanox Health IT's operational and customer support infrastructure with Nanox AI solutions that have received FDA clearance and that analyze routine CT scans for indicators of chronic diseases. Nanox Health IT's goal is to support Nanox's U.S. commercial expansion. As part of its broader healthcare ecosystem, the acquisition is expected to strengthen its U.S. operations. Nanox's overall goal is to support the deployment, integration and scaling of its FDA-cleared AI imaging solutions across healthcare providers in the United States.

Teleradiology Services and Nanox.MARKETPLACE. We currently focus our service, training, sales, and marketing efforts for our teleradiology services and the Nanox.MARKETPLACE in the U.S. market. We target daytime customers, including urgent care facilities, stand-alone imaging facilities and outpatient imaging centers, as well as nighttime and weekend customers, comprised of hospitals and community hospitals (state and local government).

We are continuing to explore potential synergies and the expansion of our offerings. We have completed the integration of the Nanox.ARC and the Nanox.CLOUD with the Nanox.MARKETPLACE, creating a 3D imaging system that enables remote readings of scans with AI-powered imaging analysis and a global teleradiology solution.

Manufacturing and Supply of the Nanox.ARC and Nanox.ARC X

We have optimized the MEMs proprietary manufacturing process and initially used our own equipment in the clean rooms located at the University of Tokyo to manufacture the MEMs X-ray chip. We commenced manufacture of the MEMs X-ray chips at our fabrication facility in Korea, which is expected to meet our currently anticipated manufacturing needs. To secure additional chip supply in anticipation of commercialization scale up and acceleration of manufacturing activity, we entered into an agreement with CSEM, a chip maker located in Switzerland.

We are in the final phase of the development under our original Research and Development Agreement with CSEM (a Swiss technology innovation center with MEMS Foundry Services). We have validated CSEM's production process for our Nanox emitter, which is utilized in tubes for our Nanox.ARC systems. We will receive hundreds of production level chips as this phase concludes in or around the middle of 2026. We intend to transition to a production supply agreement and going forward will issue CSEM Purchase Orders as needed to supplement our chip supply needs. CSEM is additionally working on various novel emitter designs utilizing the company's proprietary field emission technology targeting our OEM pursuits in the areas of security and inspection.

We have continued to engage third-party manufacturers and suppliers for the development and commercial production of our digital X-ray tubes for use in the Nanox.ARC and Nanox.ARC X. We intend to continue engaging third-party manufacturers and suppliers, following additional clearances and approvals by similar regulatory authorities in other jurisdictions, based on, among other things, cost effectiveness. We are currently developing both ceramic and glass-based digital X-ray tubes for use in the Nanox.ARC and Nanox.ARC X.

Recently we adopted a restructuring plan intended to better align our manufacturing cost structure with our long-term financial model, support our path toward improved gross margins, and align our manufacturing capabilities with current and anticipated business needs and strategic priorities. As part of this plan and our broader cost reduction efforts, we are restructuring our manufacturing footprint to improve gross margins, reduce capital expenditures, and enhance operational efficiency. This includes transitioning away from certain manufacturing activities at our facility in South Korea, starting in the fourth quarter of 2025, and moving from a company-owned manufacturing model to a more fully outsourced approach. In connection with this transition, we expect to utilize our existing emitter inventory as we shift to a more efficient outsourced production model that is better aligned with current and anticipated demand.

As part of the restructuring, we will close our chip manufacturing line in South Korea, downsize our fabrication facilities, and transfer certain production activities to third-party international manufacturing partners, including the Swiss Center for Electronics and Microtechnology (CSEM). Following these changes, we intend to focus our operations in South Korea on research and development (R&D) and tube production activities that support the Nanox.ARC platform. The restructuring is expected to be substantially completed during fiscal year of 2026.

In connection with the restructuring, we expect to incur restructuring and related charges, consisting primarily of costs related to the impairment of machinery and equipment associated with our chip manufacturing line. We continue to evaluate the overall composition of the restructuring-related charges, including potential additional cash components. The remaining restructuring-related costs, if any, are expected to be incurred over the course of the implementation of the restructuring plan. The estimates of the total charges and the timing thereof are subject to a number of assumptions and uncertainties, and actual results may differ materially.

In September 2023, we entered into a Manufacture and Supply Agreement with Varex, under which Varex will supply X-ray tubes utilizing the Nanox digital X-ray emitter for the Nanox.ARC system. The agreement was entered into after Varex completed a preliminary assessment of our digital X-ray emitter. Under the agreement, we may order X-ray tubes from Varex for use in our Nanox.ARC system. Varex agreed to manufacture and supply the X-ray tubes in exchange for payment therefor in the form of a revenue-sharing fee (subject to a minimum annual amount per system) based on the Company's worldwide pay-per-scan revenue from Nanox.ARC systems using X-ray tubes manufactured by Varex. Subject to receipt of requisite local regulatory clearance, Nanox has also agreed to use X-ray tubes manufactured by Varex in a minimum percentage of all Nanox.ARC systems that are deployed and operating.

On December 22, 2024, we entered into a Development and Purchase Agreement with SKAN-X Radiology Devices SRL ("CEI"), an Italian manufacturer of X-ray tubes. Under the agreement, CEI will manufacture X-ray tubes using semiconductor chips provided by the Company. The agreement establishes CEI as a preferred supplier, subject to meeting certain capacity and quality requirements, with the Company committing to purchase a minimum percentage of its tube requirements from CEI in regions where regulatory approval has been obtained.

In August 8, 2025, we entered into a multi-year Volume Supply Agreement with Fabrinet, a leading global electronics manufacturing services provider from Singapore, to support the scalable manufacturing of Nanox.ARC X systems. Under this agreement, Fabrinet will provide contract manufacturing services including assembly, testing, procurement, and quality control, ensuring reliable and cost-effective product delivery aligned with Nanox's specifications.

MSaaS Agreements for the Nanox System

Outside the U.S. market, we have previously entered into a number of MSaaS agreements to deploy the Nanox.ARC (including the Nanox.CLOUD) in various regions. Under the terms of each agreement, we granted the other party a limited, non-transferable, sub-licensable right to access and operate the Nanox.ARC (including the Nanox.CLOUD) in the region applicable for such party. We undertake to provide a specified number of Nanox.ARCs (including the Nanox.CLOUD)to each entity based on agreed shipment schedules, subject to local regulatory approval and material compliance with acceptance test protocol, and subject the other party's requirement to deliver to us a standby letter of credit or financial guarantee (the "Conditions Precedent"). The other party undertakes to deploy the Nanox.ARCs (including the Nanox.CLOUD) to provide a minimum number of scans per year on a pay-per-scan basis, and to pay a minimum annual fee. We undertake to provide billing services and training for a local medical professional workforce to operate the Nanox.ARC (including the Nanox.CLOUD) and typically also undertake to provide radiology and maintenance services to operate the Nanox.ARCs (including the Nanox.CLOUD). Each agreement will be in effect for multiple years, ranging from three to seven years from the date of the applicable agreement or the date of fulfilment of the Conditions Precedent, as applicable, which may be extended upon mutual consent.

As of the date of this annual report on Form 20-F, Conditions Precedent under most of these MSaaS agreements are yet to be met, and the agreements in a few regions, such as Russia and Belarus, are on freeze. To the extent the Conditions Precedent under these MSaaS agreements are met, we expect that the terms of an applicable agreement will be further negotiated before such agreement is implemented. There is no guarantee that we will able to successfully negotiate or implement the terms of any former MSaaS agreement. See "Risk Factors—Risks Related to Our Business—The success of our business models is subject to numerous risks and uncertainties."

In parallel, we have entered into memorandums of understandings, preliminary agreements and distribution agreements with existing and potential partners for evaluation of market penetration and deployment in various regions.

Since its commercial deployment there are few dozens of systems in various stages of shipment and deployment, for both commercial and clinical use. In the U.S. we are deployed across several states, and we are making ongoing efforts to expand our commercial footprint in Europe and the U.S, with new distribution agreements. We are focusing on expanding our network of strategic collaborations, distributors and client base, and we have continued to advance the deployment of the Nanox.ARC systems through a combination of direct sales and commercial collaborations, with approximately 36 systems currently in various stages of deployment and an additional 17 systems expected to be installed in the coming months as part of the Nanox Imaging Network initiative. In addition, as of the date of this Annual Report, we have executed distribution agreements for approximately 360 CapEx systems in the United States over the next two to three years, with the timing of such deployments dependent on regulatory, operational, and market factors.

We have been carefully expanding the U.S. based commercial team to help ensure that we have the appropriate sales, clinical education and support infrastructure necessary to drive our deployment in the U.S. An important element of our go to market strategy in the US – as it will be in other markets – is to pursue the education of our potential customer base and key opinion leaders in medical imaging. Education and raising awareness are therefore key elements of our marketing efforts, as we are expanding our key opinion leaders eco-system and increasing clinical value evidence.

Our Nanox.ARC pipeline remains robust, and we are continuously recruiting to expand our sales and clinical support teams in the U.S. This expansion is crucial to support our growing customer base and ensure the successful deployment of our technology. We see a lot of interest from prospective and current customers and professional healthcare facilities. Introducing new and innovative technologies into the conservative U.S. market is always challenging, however we have a growing base of early adopters that have ordered and are using the Nanox system.

While we have commenced the deployment in the U.S. market, most of the MSaaS agreements are still in their initial phases, and the pace of deployment continues to be influenced by various external factors, including import licensing, construction timelines, and regulatory requirements in certain markets. These processes are time-consuming and may delay system activation.

Accordingly, our current revenue base remains at an early stage, and a portion of the deployed systems is not yet generating revenue. The pace of revenue ramp-up will depend primarily on the timing of system activations, their transition into revenue-generating operations, and the extent and timing of deployments by our business partners.

Collaboration Agreements

We enter into collaboration agreements in the ordinary course of business.

Given that the Nanox.CLOUD and the Nanox.MARKETPLACE are designed with the capability to receive scans from different imaging sources, in addition to the Nanox.ARC and Nanox.ARC X, we intend to explore additional collaboration opportunities in the near future. For example, in 2022, we invested $1.0 million for approximately 1% of the shares of Remedi co Ltd. ("Remedi"), a Korean radiation specialist company in radiography and therapy based on X-ray components. Remedi is a privately owned company, and we have an ongoing collaboration in the development of the high voltage power supply for Nanox.ARC. In August 2022, we entered into a supply agreement with Remedi in order to integrate Remedi's two-dimensional ("2D") imaging systems (using traditional X-ray tubes) to the Nanox.CLOUD and the Nanox.MARKETPLACE, creating a mobile 2D X-ray system that enables remote readings of scans with AI-powered imaging analysis and a global teleradiology solution, which we refer to as the "Nanox.CONNECT." The Nanox.CONNECT is currently deployed in several beta sites in order to receive local regulatory approvals and explore and evaluate the business model and the potential service.

Competition

The medical imaging equipment market in which we operate is highly competitive and includes a range of established multinational corporations as well as emerging technology-focused companies. The market is led by large, diversified vendors such as GE HealthCare, Siemens Healthineers, and Philips, which offer broad product portfolios across multiple imaging modalities and benefit from significant scale, brand recognition, and long-standing customer relationships. Several established mid-sized competitors, including Canon, Fujifilm, Samsung, Shimadzu, Agfa, Mindray, and Carestream, also compete in various imaging segments. In addition, newer entrants, such as Adaptix, Micro-X, Oxos, and UPI Healthcare Solutions, are seeking to compete through differentiated technologies, targeted clinical applications, or alternative business models. Competition is based on multiple factors, including technological capabilities, clinical performance, regulatory approvals, pricing, business model, service and support, and customer acceptance.

Over time, we anticipate that the evolution in the industry will bring new players into the market. Digital healthcare disruptors such as cloud computing companies or leading IT companies may enter the industry and we believe that they may become partners over time through our Subscription Model.

As a general matter, we view competition on two levels:

- Competing digital X-ray sources with same or better attributes; and
- Competing enterprises operating an similar business models.

In terms of digital X-ray sources, the field emission display technology is known and a wide range of industry leaders have used it to attempt to create an alternative, digital source of X-ray. To our knowledge, the most well-known attempt to achieve a commercial grade, stable digital X-ray source was the use of carbon nano tubes ("CNT") as the base material for a potential field emission-based solution, and at least one company has recently commercialized an X-ray system based on a CNT solution and there are several other companies currently in the process of developing this technology.

In terms of the business model, we currently seek a first-mover advantage by introducing both the Subscription Model as well as utilizing the CapEx Model, as the main pre-requisite for this model is the low cost of the X-ray source (when manufactured at scale). However, the primary competition comes from established market participants.

With respect to our AI imaging solutions, a number of companies currently offer AI-based radiology solutions, which, to our knowledge, focuses on the detection and triage of acute and urgent conditions. In addition, legacy healthcare technology companies are expected to further expand their development efforts in the field of AI imaging solutions. For example, Siemens Healthineers has developed AI-Rad Companion, which provides automated post-processing and quantitative analysis of imaging datasets using AI-powered algorithms, primarily within its imaging ecosystem.

With respect to our teleradiology services, the teleradiology market is highly competitive, rapidly evolving, and fragmented, and is subject to changing technology and market dynamics. The market has recently experienced and is expected to continue to experience competitive pricing pressure and radiologist compensation pressure. We compete directly with both large and small-scale service providers who offer local, regional and national coverage operations. We believe that our principal competitors are StatRad, ONRAD and vRad. We compete to attract and retain relationships with customers and radiologists in different ways.

Security and Data Privacy

The Nanox System is being designed and developed with personal privacy, data security and protection in mind as a top priority for all development parties. Medical imaging information and other health information is highly personal and sensitive and thus regarded as a prime target for hacks and malicious theft. As part of our normal operations, we collect, process and retain personal identifying information regarding patients.

We believe we are subject to U.S. rules and regulations governing data protection, including HIPAA, HITECH and other privacy and data security regulations. See"—Government Regulation—Healthcare Regulatory Laws—Data Privacy and Security."

Separate from, and in addition to, the GDPR requirements, certification requirements for the hosting of health data will vary by jurisdiction (and may or may not apply to hosts of health data). As the Nanox System is projected to operate in various EEA countries, we may be required to comply with other national healthcare regulations or regulatory requirements. For example, in France, there is a procedure as of April 1, 2018, for hosts of health-related data to obtain a prior certification with the competent certification body. Similarly, in Israel, provision of health data, including through cloud-based systems to health sector entities may be subject to certain data security certifications, such as ISO 27001 and ISO 27799 pertaining to the secured processing of health-related data. Such certifications require further compliance investments and maintenance costs.

We are dedicated to making our systems and software both HIPAA and GDPR compliant. We intend to submit our systems to an independent external audit on a regular basis as required by HHS. We also intend to develop our privacy protocols to comply with the GDPR. In addition, we are undertaking intendant measures to ensure a high-level of imaging data encryption, complete separation between the imaging data and personal information (anonymization) as well as MFA authentication procedures during on-boarding and usage of the Nanox System.

Government Regulation

The Nanox System and our operations are subject to extensive regulation by the FDA, and other federal and state authorities in the United States, as well as comparable authorities in foreign jurisdictions. The Nanox.ARC and Nanox.ARC X are subject to regulation as medical devices and radiation-emitting devices in the United States under the FDCA, as implemented and enforced by the FDA, and under comparable regulatory schemes in foreign jurisdictions.

FDA Regulation of Medical Devices

The FDA regulates the development, design, non-clinical and clinical research, manufacturing, safety, efficacy, labeling, packaging, storage, installation, servicing, recordkeeping, premarket clearance or approval, adverse event reporting, advertising, promotion, marketing and distribution, and import and export of medical devices to ensure that medical devices distributed within the United States are safe and effective for their intended uses or are substantially equivalent to a predicate device and otherwise meet the requirements of the FDCA.

FDA Premarket Clearance and Approval Requirements

Subject to certain exceptions, each medical device commercially distributed in the United States requires either FDA clearance of a 510(k) premarket notification, or approval of a PMA application. Under the FDCA, medical devices are classified into one of three classes—Class I, Class II or Class III—depending on the degree of risk associated with each medical device and the extent of manufacturer and regulatory control needed to ensure its safety and effectiveness. Class I includes devices with the lowest risk to the patient and are those for which safety and effectiveness can be assured by adherence to the FDA's General Controls for medical devices, which include compliance with the applicable portions of QSR, facility registration and product listing, reporting of adverse medical events and truthful and non-misleading labeling, advertising and promotional materials. Class II devices are subject to the FDA's General Controls, and special controls as deemed necessary by the FDA to ensure the safety and effectiveness of the device. These special controls can include performance standards, post-market surveillance, patient registries and FDA guidance documents.

While most Class I devices are exempt from the 510(k) premarket notification requirement, manufacturers of most Class II devices are required to submit to the FDA a premarket notification under Section 510(k) of the FDCA requesting permission to commercially distribute the device. The FDA's permission to commercially distribute a device subject to a 510(k) premarket notification is generally known as 510(k) clearance. Devices deemed by the FDA to pose the greatest risks, such as life sustaining, life supporting or some implantable devices, or devices that have a new intended use, or use advanced technology that is not substantially equivalent to that of a legally marketed device, are placed in Class III, requiring approval of a PMA. Some pre-amendment devices are unclassified, but are subject to the FDA's premarket notification and clearance process in order to be commercially distributed.

510(k) Clearance Marketing Pathway

The Nanox.ARC and Nanox.ARC X are Class II devices that were subject to premarket notification and clearance under section 510(k) of the FDCA. To obtain 510(k) clearance, we submitted to the FDA a premarket notification submission demonstrating that the proposed device is "substantially equivalent" to a predicate device already on the market. A predicate device is a legally marketed device that is not subject to premarket approval, i.e., a device that was legally marketed prior to May 28, 1976 (pre-amendments device), and for which a PMA is not required, a device that has been reclassified from Class III to Class II or I, or a device that was found substantially equivalent through the 510(k) process. The FDA's 510(k) clearance process usually takes from three to twelve months, but often takes longer. In certain cases, the FDA may require additional information, including clinical data, to make a determination regarding substantial equivalence. In addition, the FDA collects user fees for certain medical device submissions and annual fees and for medical device establishments. On December 4, 2024, we received 510(k) clearance from the FDA for the Nanox.ARC, for general use including human musculoskeletal system, pulmonary, intra-abdominal, and paranasal sinus indications, adjunctive to conventional radiography, on adult patients. In April 2025, we received a 510(k) clearance from the FDA for the Nanox.ARC X, an AI-ready, multi-source digital tomosynthesis system that makes advanced 3D imaging possible in more places at significantly lower radiation dose than CT, which clearance covers the production of tomographic images for general use, including the human musculoskeletal system and pulmonary, intra-abdominal and paranasal sinus indications, adjunctive to conventional radiography on adult patients. The Nanox Systems achieve diagnostic imaging with up to 80% less radiation compared to CT scans, for equivalent body parts, and minimize structural superimposition for clearer imaging, compared to traditional X-rays. In February 2026, we received a 510(k) clearance from the FDA for TAP2D, a new cloud enabled image enhancement capability for the Nanox.ARC and Nanox.ARC X.

If the FDA agrees that the device is substantially equivalent to a predicate device currently on the market, it will grant 510(k) clearance to commercially market the device. If the FDA determines that the device is "not substantially equivalent" to a previously cleared device, the device is automatically designated as a Class III device. The device sponsor must then fulfill more rigorous PMA requirements, or can request a risk-based classification determination for the device in accordance with the "*de novo*" process, which is a route to market for novel medical devices that are low to moderate risk and are not substantially equivalent to a predicate device.

After a device receives 510(k) marketing clearance, any modification that could significantly affect its safety or effectiveness, or that would constitute a major change or modification in its intended use, will require a new 510(k) clearance or, depending on the modification, PMA approval or *de novo* reclassification. The FDA requires each manufacturer to determine whether the proposed change requires submission of a 510(k), a *de novo* request or a PMA in the first instance, but the FDA can review any such decision and disagree with a manufacturer's determination. If the FDA disagrees with a manufacturer's determination, the FDA can require the manufacturer to cease marketing and/or request the recall of the modified device until 510(k) marketing clearance or until PMA approval is obtained or a *de novo* request is granted. Also, in these circumstances, the manufacturer may be subject to significant regulatory fines or penalties.

Over the last several years, the FDA has proposed reforms to its 510(k) clearance process, and such proposals could include increased requirements for clinical data and a longer review period, or could make it more difficult for manufacturers to utilize the 510(k) clearance process for their products. For example, in November 2018, the FDA officials announced forthcoming steps that the FDA intends to take to modernize the premarket notification pathway under Section 510(k) of the FDCA. Among other things, the FDA announced that it planned to develop proposals to drive manufacturers utilizing the 510(k) pathway toward the use of newer predicates. These proposals included plans to potentially sunset certain older devices that were used as predicates under the 510(k) clearance pathway, and to potentially publish a list of devices that have been cleared on the basis of demonstrated substantial equivalence to predicate devices that are more than 10 years old. In May 2019, the FDA solicited public feedback on these proposals. The FDA requested public feedback on whether it should consider certain actions that might require new authority, such as whether to sunset certain older devices that were used as predicates under the 510(k) clearance pathway. These proposals have not yet been finalized or adopted, and the FDA may work with Congress to implement such proposals through legislation.

In September 2019, the FDA finalized guidance describing an optional "safety and performance based" premarket review pathway for manufacturers of "certain, well-understood device types" to demonstrate substantial equivalence under the 510(k) clearance pathway by showing that such device meets objective safety and performance criteria established by the FDA, thereby obviating the need, in the case of applicable products, for manufacturers to compare the safety and performance of their medical devices to specific predicate devices in the clearance process. The FDA maintains a list of device types appropriate for the "safety and performance based" pathway and will continue to develop product-specific guidance documents that identify the performance criteria for each such device type, as well as the testing methods recommended in the guidance documents, where feasible. Also in September 2019, the FDA finalized guidance describing its current approach to the "Special 510(k)" program, which provides an optional pathway for certain well-defined device modifications where a manufacturer modifies its own legally marketed device, and design control procedures produce reliable results that can form, in addition to other 510(k) content requirements, the basis for substantial equivalence.

PMA Approval Pathway

Class III devices require PMA approval before they can be marketed, although some pre-amendment Class III devices for which the FDA has not yet required a PMA are cleared through the 510(k) process. The PMA process is more demanding than the 510(k) premarket notification process. In a PMA, the manufacturer must demonstrate that the device is safe and effective, and the PMA must be supported by extensive data, including data from preclinical studies and human clinical trials. The PMA must also contain a full description of the device and its components, a full description of the methods, facilities and controls used for manufacturing and proposed labeling. Following receipt of a PMA, the FDA determines whether the application is sufficiently complete to permit a substantive review. If the FDA accepts the application for review, it has 180 days under the FDCA to complete its review of a PMA, although in practice, the FDA's review often takes significantly longer, and can take up to several years. An advisory panel of experts from outside the FDA may be convened to review and evaluate the application and provide recommendations to the FDA as to the approvability of the device. The FDA may or may not accept the panel's recommendation. In addition, the FDA will generally conduct a pre-approval inspection of the applicant or its third-party manufacturers' or suppliers' manufacturing facility or facilities to ensure compliance with the QSR. PMA devices are also subject to the payment of user fees, which includes a standard application fee and an annual establishment registration fee.

The FDA will approve the new device for commercial distribution if it determines that the data and information in the PMA constitute valid scientific evidence and that there is reasonable assurance that the device is safe and effective for its intended use(s). The FDA may approve a PMA with post-approval conditions intended to ensure the safety and effectiveness of the device, including, among other things, restrictions on labeling, promotion, sale and distribution and collection of long-term follow-up data from patients in the clinical study that supported PMA approval or requirements to conduct additional clinical studies post-approval. The FDA may condition PMA approval on some form of post-market surveillance when deemed necessary to protect the public health or to provide additional safety and efficacy data for the device in a larger population or for a longer period of use. In such cases, the manufacturer might be required to follow certain patient groups for a number of years and to make periodic reports to the FDA on the clinical status of those patients. Failure to comply with the conditions of approval can result in material adverse enforcement action, including withdrawal of the approval.

Certain changes to an approved device, such as changes in manufacturing facilities, methods or quality control procedures, or changes in the design performance specifications, which affect the safety or effectiveness of the device, require submission of a PMA supplement. PMA supplements often require submission of the same type of information as a PMA, except that the supplement is limited to information needed to support any changes from the device covered by the original PMA and may not require as extensive clinical data or the convening of an advisory panel. Certain other changes to an approved device require the submission of a new PMA, such as when the design change causes a different intended use, mode of operation, and technical basis of operation, or when the design change is so significant that a new generation of the device will be developed, and the data that were submitted with the original PMA are not applicable for the change in demonstrating a reasonable assurance of safety and effectiveness. We do not expect any of our products to be marketed pursuant to a PMA.

Clinical Trials

Clinical trials are almost always required to support a PMA and are sometimes required to support a 510(k) submission. All clinical investigations of devices to determine safety and effectiveness must be conducted in accordance with FDA and other regulatory requirements, including the FDA's investigational device exemption ("IDE") regulations which govern investigational device labeling, prohibit promotion of the investigational device and specify an array of recordkeeping, reporting and monitoring responsibilities of study sponsors and study investigators. If the device presents a "significant risk" to human health, as defined by the FDA, the FDA requires the device sponsor to submit an IDE application to the FDA, which must become effective prior to commencing human clinical trials. If the device under evaluation does not present a significant risk to human health, then the device sponsor is not required to submit an IDE application to the FDA before initiating human clinical trials, but must still comply with abbreviated IDE requirements when conducting such trials. A significant risk device is one that presents a potential for serious risk to the health, safety or welfare of a patient and either is implanted, used in supporting or sustaining human life, substantially important in diagnosing, curing, mitigating or treating disease or otherwise preventing impairment of human health, or otherwise presents a potential for serious risk to a subject. An IDE application must be supported by appropriate data, such as animal and laboratory test results, showing that it is safe to test the device in humans and that the testing protocol is scientifically sound. The IDE will automatically become effective 30 days after receipt by the FDA unless the FDA notifies the company that the investigation may not begin. If the FDA determines that there are deficiencies or other concerns with an IDE for which it requires modification, the FDA may permit a clinical trial to proceed under a conditional approval.

Regardless of the degree of risk presented by the medical device, clinical studies must be approved by, and conducted under the oversight of, an Institutional Review Board ("IRB") for each clinical site. The IRB is responsible for the initial and continuing review of the IDE, and may pose additional requirements for the conduct of the study. If an IDE application is approved by the FDA and one or more IRBs, human clinical trials may begin at a specific number of investigational sites with a specific number of patients, as approved by the FDA. If the device presents a non-significant risk to the patient, a sponsor may begin the clinical trial after obtaining approval for the trial by one or more IRBs without separate approval from the FDA, but must still follow abbreviated IDE requirements, such as monitoring the investigation, ensuring that the investigators obtain informed consent and labeling and record-keeping requirements. Acceptance of an IDE application for review does not guarantee that the FDA will allow the IDE to become effective and, if it does become effective, the FDA may or may not determine that the data derived from the trials support the safety and effectiveness of the device or warrant the continuation of clinical trials. An IDE supplement must be submitted to, and approved by, the FDA before a sponsor or investigator may make a change to the investigational plan that may affect its scientific soundness, study plan or the rights, safety or welfare of human subjects.

During a study, the sponsor is required to comply with the applicable FDA requirements, including, for example, trial monitoring, selecting clinical investigators and providing them with the investigational plan, ensuring IRB review, adverse event reporting, record keeping and prohibitions on the promotion of investigational devices or on making safety or effectiveness claims for them. The clinical investigators in the clinical study are also subject to FDA regulations and must obtain patient informed consent, rigorously follow the investigational plan and study protocol, control the disposition of the investigational device and comply with all reporting and recordkeeping requirements. Additionally, after a trial begins, we, the FDA or the IRB could suspend or terminate a clinical trial at any time for various reasons, including a belief that the risks to study subjects outweigh the anticipated benefits.

Post-market Regulation

After a device is cleared or approved for marketing, numerous and pervasive regulatory requirements continue to apply. These include:

- establishment registration and device listing with the FDA;

- QSR requirements, which require manufacturers, including third-party manufacturers, to follow stringent design, testing, control, documentation and other quality assurance procedures during all aspects of the design and manufacturing process;

- labeling regulations and FDA prohibitions against the promotion of investigational products, or the promotion of "off-label" uses of cleared or approved products;

- requirements related to promotional activities;

- clearance or approval of product modifications to 510(k)-cleared devices that could significantly affect safety or effectiveness or that would constitute a major change in intended use of one of our cleared devices, or approval of certain modifications to PMA-approved devices;

- medical device reporting regulations, which require that a manufacturer report to the FDA if a device it markets may have caused or contributed to a death or serious injury, or has malfunctioned and the device or a similar device that it markets would be likely to cause or contribute to a death or serious injury, if the malfunction were to recur;

- correction, removal and recall reporting regulations, which require that manufacturers report to the FDA field corrections and product recalls or removals if undertaken to reduce a risk to health posed by the device or to remedy a violation of the FDCA that may present a risk to health;

- the FDA's recall authority, whereby the agency can order device manufacturers to recall from the market a product that is in violation of governing laws and regulations; and

- post-market surveillance activities and regulations, which apply when deemed by the FDA to be necessary to protect the public health or to provide additional safety and effectiveness data for the device.

Our manufacturing processes are required to comply with the applicable portions of the QSR, which cover the methods and the facilities and controls for the design, manufacture, testing, production, processes, controls, quality assurance, labeling, packaging, distribution, installation and servicing of finished devices intended for human use. The QSR also requires, among other things, maintenance of a device master file, device history file and complaint files. As a manufacturer, we will be subject to periodic scheduled or unscheduled inspections by the FDA. Our failure to maintain compliance with the QSR requirements could result in the shut-down of, or restrictions on, our manufacturing operations and the recall or seizure of our products, which would have a material adverse effect on our business. The discovery of previously unknown problems with any of our products, including unanticipated adverse events or adverse events of increasing severity or frequency, whether resulting from the use of the device within the scope of its clearance or off-label by a physician in the practice of medicine, could result in restrictions on the device, including the removal of the product from the market or voluntary or mandatory device recalls.

The FDA has broad regulatory compliance and enforcement powers. If the FDA determines that we failed to comply with applicable regulatory requirements, it can take a variety of compliance or enforcement actions, which may result in any of the following sanctions:

- warning letters, untitled letters, fines, injunctions, consent decrees and civil penalties;

- recalls, withdrawals or administrative detention or seizure of our products;

- operating restrictions or partial suspension or total shutdown of production;

- refusing or delaying requests for 510(k) marketing clearance or PMA approvals of new products or modified products;
- withdrawing 510(k) clearances or PMA approvals that have already been granted;
- refusal to grant export approvals for our products; or
- criminal prosecution.

Teleradiology

The healthcare industry is highly regulated. Our ability to operate profitably will depend in part upon the ability of us, our affiliated radiologists, and our customers to obtain and maintain all necessary licenses and other approvals to comply with applicable healthcare regulations. We believe healthcare regulations will continue to change. Therefore, we monitor developments in healthcare law and we are likely to be required to modify our operations from time to time as the business and regulatory environment changes. Although we believe that we are operating in compliance with applicable federal and state laws, we cannot assure you that review of our business by courts or regulatory authorities will not result in determination that could adversely affect our operations or that the healthcare regulatory environment will not change in way that restricts our operations. Future changes in healthcare regulation are difficult to predict and may constrain or require us to restructure our operations, which could negatively impact our business and operating results.

Radiological Devices

We and our products are also regulated by the FDA under the Electronic Product Radiation Control provisions of the FDCA because the Nanox.ARC and Nanox.ARC X contain radiation emitting components, and because we assemble these components during manufacturing and service activities. The Electronic Product Radiation Control provisions require radiation-producing products to comply with certain regulations and applicable performance standards. Manufacturers are required to certify in product labeling and reports to the FDA that their products comply with all necessary standards as well as maintain manufacturing, testing and sales records for their products. The Electronic Product Radiation Control provisions also require manufacturers to report product defects and affix appropriate labeling to covered products. Failure to comply with these requirements could result in enforcement action by the FDA, which can include any of the sanctions described above.

Healthcare Regulatory Laws

Within the United States, our products and our customers will be subject to extensive regulation by a wide range of federal and state agencies that govern business practices in the medical device industry. These laws include federal and state anti-kickback, fraud and abuse, false claims, transparency and anti-corruption statutes and regulations. Internationally, other governments also impose regulations in connection with their healthcare reimbursement programs and the delivery of healthcare items and services.

In addition to FDA device registration and the tracking of medical X-ray producing equipment installations via Form 2579, the use of any device which produces ionizing radiation (X-Ray) is regulated by individual states. States' X-Ray performance & safety test rules vary widely. Typically, new equipment must be registered with the state or local radiation control agency by the facility or practice operating the equipment. Registrants must have certain tests performed or allow inspectors to perform such tests to assure compliance with health department requirements. Registration is typically good for one year and must be renewed annually. Changes made to equipment, including replacement of X-Ray tubes, may require additional notifications and/or recertification by a radiation physicist. Facilities must have proper shielding to protect against radiation exposure and states have different requirements for signage, warning sights and interlocks. States typically require X-ray equipment installation, testing and repair only be performed by approved personnel.

U.S. federal healthcare fraud and abuse laws will generally apply to our activities, among other reasons because we expect that our products will be covered under federal healthcare programs such as Medicare and Medicaid. The Anti-Kickback Statute is particularly relevant because of its broad applicability. Specifically, the Anti-Kickback Statute prohibits persons from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in exchange for, or to induce, either the referral of an individual, or the furnishing, arranging for or recommending a good or service for which payment may be made in whole or part under federal healthcare programs, such as the Medicare and Medicaid programs. A broad range of financial interactions with a healthcare provider, patient or customer may implicate the Anti-Kickback Statute. Statutory exceptions and regulatory safe harbors protect certain interactions if specific requirements are met. However, only those interactions that represent fair market value exchanges generally are protected by a safe harbor or exception. The government can exercise enforcement discretion in taking action against unprotected activities. Further, a person or entity does not need to have actual knowledge of the Anti-Kickback Statute or specific intent to violate it in order to have committed a violation. In addition, the government may assert that a claim involving items or services resulting from a violation of the federal Anti-Kickback Statute also constitutes a false or fraudulent claim for purposes of the federal False Claims Act or federal civil money penalties statute. Penalties for Anti-Kickback Statute violations may include both criminal penalties such as imprisonment and fines and civil sanctions such as civil penalties and possible exclusion from Medicare, Medicaid and other federal healthcare programs. Exclusion would mean that diagnostic tests using our products would no longer be eligible for reimbursement under federal healthcare programs.

Many states have adopted laws similar to the Anti-Kickback Statute. Some of these state prohibitions apply to referral of patients for healthcare items or services reimbursed by any payor, not only federal healthcare programs. Insurance companies may also bring a private cause of action for treble damages against a manufacturer for a pattern of causing false claims to be filed under the federal Racketeer Influenced and Corrupt Organizations Act. We believe that we are operating in compliance with applicable federal and state anti-kickback laws and that our contractual arrangements with our customers are structured in manner that complies with such laws.

Another development affecting the healthcare industry is the increased use of the federal civil False Claims Act and, in particular, actions brought pursuant to the False Claims Act's "whistleblower" or "qui tam" provisions. The False Claims Act imposes liability on any person or entity that, among other things, knowingly presents, or causes to be presented, a false or fraudulent claim for payment by a federal healthcare program. The qui tam provisions of the False Claims Act allow a private individual to bring actions on behalf of the federal government alleging that the defendant has submitted a false claim to the federal government, and to share in any monetary recovery. In recent years, the number of suits brought against healthcare providers by private individuals has increased dramatically. In addition, various states have enacted false claim laws analogous to the Civil False Claims Act, although many of these state laws apply where a claim is submitted to any third-party payor and not merely a federal healthcare program.

Under the Federal False Claims Act, we may be liable if we or one of our customers submitted a false claim. If we were found to have violated these laws and regulations and as result submitted or caused our customers to submit a false claim, any sanctions imposed under the Federal False Claims Act could result in substantial fines and penalties or exclusion from participation in federal and state healthcare programs which could have a material adverse effect on our business and financial condition. If we are excluded from participation in federal or state healthcare programs, our customers who participate in those programs could not do business with us. Federal regulatory and law enforcement authorities regularly review and enforce activities with respect to Medicare and Medicaid fraud and abuse regulations and other reimbursement laws and regulations, including laws and regulations that govern our activities and the activities of teleradiologists. These increased enforcement activities may have a direct or indirect adverse effect on our business, financial condition and results of operations. We believe that we are operating in compliance with these laws. However, if we are found to have violated such laws, our business, results of operations and financial condition would be harmed.

The federal physician self-referral statute, known as the Stark Law, prohibits physicians from making referrals for certain designated health services, including radiology services, to any entity with which the physician has a financial relationship unless there is an exception in the statute that allows the referral. The entity that receives a prohibited referral from a physician may not submit the bill to Medicare for that service. Federal courts have ruled that violations of the Stark Law, as well as violations of the federal anti-kickback laws described above, can serve as the basis for Federal False Claims Act suits. Many state laws prohibit physician referrals to entities with which the physician has a financial interest or require that the physician provide the patient with notice of the physician's financial relationship before making the referral. Violation of the Stark Law can result in substantial civil penalties for both the referring physician and any entity that submits a claim for healthcare service made pursuant to a prohibited referral. We believe that all our customer arrangements are in compliance with the Stark Law. However, these laws could be interpreted in a manner inconsistent with our operations. Federal or state self-referral regulation could impact our arrangements with certain customers.

The federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, among other things, created two new federal crimes: healthcare fraud and false statements relating to healthcare matters. The HIPAA healthcare fraud statute prohibits, among other things, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program, including private payors. A violation of this statute is a felony and may result in fines, imprisonment and/or exclusion from government-sponsored programs. The HIPAA false statements statute prohibits, among other things, knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement or representation in connection with the delivery of or payment for healthcare benefits, items or services. A violation of this statute is a felony and may result in fines and/or imprisonment. Similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statutes or specific intent to violate them in order to have committed a violation.

In addition, HIPAA authorizes the imposition of civil money penalties against entities that employ or enter into contracts with individuals or entities who have been excluded from participation in the Medicare or Medicaid programs. We perform background checks on our affiliated radiologists, and we do not believe that we engage or contract with any excluded individuals or entities. However, a finding that we have violated this provision of HIPAA could have a material adverse effect on our business and financial condition. We believe that our services have not historically been provided in a way that would place either our clients or ourselves at risk of violating HIPAA anti-fraud statutes, including those in which we may be considered to receive an indirect reimbursement, because of the reassignment by us to our customers of the right to collect for final reads. We have entered into agreements, and may in the future enter into agreements, with hospitals that are subject to an integrity order by the U.S. Department of Health and Human Services Office of the Inspector General (the "HHS-OIG") that requires the hospital to ensure that each subcontractor to the hospital fully complies with HIPAA and the terms of the integrity order, including written policies and procedures assuring compliance, and subjects each subcontractor to audit at the determination of the HHS-OIG. We could be vulnerable to prosecution under these statutes if any of our customers deliberately or recklessly submits claims that contain false, misleading or incomplete information. In addition, the administrative simplification provisions of HIPAA require the promulgation of regulations establishing national standards for, among other things, certain electronic healthcare transactions, the use and disclosure of certain individually identifiable patient health information and the security of the electronic systems maintaining this information. These are commonly known as the HIPAA transaction and code set standards, privacy rule and security rule, respectively. The administrative simplification provisions of HIPAA direct the federal government to adopt national electronic standards for automated transfer of certain healthcare data among healthcare payers plans and providers, intended to enable healthcare industry participants to communicate electronic data using a single set of standards. We are a covered entity under HIPAA and as such we must operate in compliance with the electronic transaction and code set standards, privacy rule and security rule. We are also a business associate under HIPAA because we provide services for or on behalf of other covered entities. We have developed policies, procedures, and systems for handling patient health information that we believe comply with the requirements of HIPAA.

Laws and regulations have also been enacted by the federal government and various states to regulate the sales and marketing practices of medical device and pharmaceutical manufacturers. The laws and regulations generally limit financial interactions between manufacturers and healthcare providers, require pharmaceutical and medical device companies to comply with voluntary compliance standards issued by industry associations and the relevant compliance guidance promulgated by the U.S. federal government and/or require disclosure to the government and/or public of financial interactions (so-called "sunshine laws"). Many of these laws and regulations contain ambiguous requirements or require administrative guidance for implementation. Manufacturers must adopt reasonable interpretations of requirements if there is ambiguity and those interpretations could be challenged. Given the lack of clarity in laws and their implementation, our activities could be subject to the penalty provisions of the pertinent federal and state laws and regulations.

In addition, the practice of medicine, including the practice of radiology and teleradiology, is subject to state licensure laws, regulations and approvals. Physicians located in one state who provide professional medical services to patients located in another state via a telemedicine system must ordinarily hold a valid license to practice medicine in both the state where the physician is located and the state in which the patient is located. We have established a system for ensuring that our affiliated radiologists are appropriately licensed under applicable state law. If we are unable to obtain proper physician licenses or hospital credentials on behalf of our affiliated radiologists, or if our affiliated radiologists lose those licenses or credentials, our business financial condition and results of operations may be negatively impacted.

Generally, corporate practice of medicine laws prohibit anyone but duly licensed physicians from exercising control over the medical judgments or decisions rendered by another physician. Given that general prohibition, some states permit business corporations to hold directly or indirectly customer contracts for the provision of medical services, including radiology and teleradiology, and to own a medical practice that provides such services, provided that only physicians exercise control over the medical judgments or decisions of other physicians. Moreover, the laws of such states may prohibit anyone but a physician who is duly licensed in such state from owning any interest in a medical practice that is incorporated or doing business in such state or the state of incorporation. Failure to comply with these laws could have material and adverse consequences including the judicially sanctioned refusal of third-party payers to pay for services rendered, the absolute right of customers to immediately repudiate the contract for services, malpractice claims or license revocation or suspension proceedings against the provider and possibly the hospital based upon the alleged violation of statute designed to protect the public, as well as civil or criminal penalties. We believe that we are following the corporate practice of medicine laws in each state in which our affiliated radiologists provide medical services. Each of these are duly licensed or qualified as a medical practice in the states where such license or qualification is required. We do not exercise control over the medical judgments or decisions of our affiliated radiologists. While we believe we follow the requirements of the corporate practice of medicine laws in each state where our affiliated radiologists provide services, these laws and their interpretations are continually evolving and may change in the future. Moreover, these laws and their interpretations are generally enforced by state courts and regulatory agencies that have broad discretion in their enforcement. If our arrangements with our affiliated radiologists or our customers are found to violate state laws prohibiting the practice of medicine by general business corporations or fee splitting, our business financial condition and ability to operate in those states could be adversely affected.

Many states have enacted laws prohibiting physicians from splitting fees derived from the practice of medicine with anyone else. We believe that the management administrative technical and other nonmedical services we provide to each of our affiliated radiologists for service fee does not constitute fee splitting. Our belief notwithstanding, these laws and their interpretations also vary from state to state and are also enforced by state courts and regulatory authorities that have broad discretion in their enforcement. If our arrangements with our affiliated radiologists or our customers are found to violate state laws prohibiting the practice of medicine by general business corporations or fee splitting our business financial condition and ability to operate in those states could be adversely affected.

CMS has certain anti-markup rules relating to diagnostic tests paid for by the Medicare program. The anti-markup rules are generally applicable where a physician or other supplier bills for the technical component or professional component of a diagnostic test that was ordered by the physician or other supplier or ordered by a party related to such physician or other supplier through common ownership or control, and the diagnostic test is performed by a physician that does not share a practice with the billing physician or other supplier. If the anti-markup rule applies to a diagnostic test, then the reimbursement provided by Medicare to the billing physician or other supplier for that transaction may be limited. Because our affiliated radiologists do not order diagnostic tests and no party under common control with either us or our affiliated radiologists orders diagnostic tests, we believe that the anti-markup rule does not apply to the professional services our affiliated radiologists perform. However, this rule could be subject to an interpretation that affects the amounts either we or our customers may be reimbursed by Medicare for professional diagnostic interpretations.

Coverage and Reimbursement

Over the past few years, the growth rate of advanced imaging volumes has slowed in part due to additional patient-related cost-sharing programs and an increasing trend of third-party payors intensifying their utilization management efforts, for example, through benefit managers who require prior authorizations to control the growth rate of imaging services generally. We expect that these trends will continue.

By way of example, in the United States, the Protecting Access to Medicare Act of 2014 required CMS, in conjunction with medical specialty societies, to adopt AUC for certain advanced diagnostic imaging services, including MRI, CT, nuclear medicine (including position emission tomography). Under this provision, payment is to be made to the furnishing professional for an applicable advanced diagnostic imaging service only if the claim indicates that the ordering professional consulted a qualified clinical decision support mechanism, as identified by HHS, as to whether the ordered service adheres to the applicable AUC. Applicable settings include physician offices, hospital outpatient departments, including emergency departments, ambulatory surgical centers and independent diagnostic testing facilities. Advanced imaging services ordered by certain physicians identified as having outlier-ordering partners will be subject to prior authorization for applicable imaging services provided to Medicare beneficiaries. In July 2022, CMS announced that the payment penalty phase for the AUC program would not begin on January 1, 2023 even if the public health emergency for COVID-19 ended in 2022 and that it was unable to forecast when the payment penalty phase would begin. The outlier methodology used by CMS will be subject to future notice and comment rulemaking before the prior authorization component is implemented. We cannot predict the full impact of this project.

Third-party payors may impose limits on coverage or reimbursement for diagnostic imaging services, including denying reimbursement for tests that do not follow recommended diagnostic procedures or can only be billed using an unlisted or miscellaneous code. To the extent our customers will depend on third-party payors, unfavorable coding, coverage and reimbursement policies may constrict the profit margins of our provider customers, which may force us to lower our fees to attract and retain customers. If we are required to request new billing codes that more precisely identify and describe our imaging services, coverage is limited or reimbursement rates are inadequate, a healthcare provider might find it financially unattractive to own our diagnostic imaging systems. It is possible that third-party payor coding, coverage and reimbursement policies will affect the need or prices for our products in the future, which could significantly affect our financial performance and our ability to conduct our business.

In addition, as of December 31, 2025, all of our affiliated radiologists were located within the United States and are eligible to submit to Medicare and state Medicaid programs for reimbursement for services performed. Where our affiliated radiologists provide final reads that are reimbursable under these programs, our business model generally provides that we are still paid service fees by our customers who accept reassignment and bear the risk of loss of reimbursement when collecting from payers. As a result, our service fees do not fluctuate or change based solely on changes in Medicare or Medicaid reimbursement levels. Medicare reimbursement rules generally provide that the proper Medicare carrier to pay physicians' claims is the Medicare carrier for the region in which the physician or practice providing the service is located rather than the Medicare carrier for the region in which the patient receiving the services is located. Many of our affiliated radiologists are located in a Medicare region that is different from the Medicare region in which the patients and treating hospitals are located. It may be necessary for our customers to enroll with additional Medicare carriers to properly submit claims for reimbursement. CMS has stated that for certain interpretation services provided to certain customers, reimbursement will be based upon the location of the interpreting physician, yet that reimbursement will be made by the Medicare carrier for the region in which the patient and facility are located. Whether this policy will be expanded to other types of interpretation services and facilities is unclear.

Healthcare Reform

In the United States and certain foreign jurisdictions, there have been, and we expect there will continue to be, a number of legislative and regulatory changes to the healthcare system. In March 2010, the ACA was signed into law and substantially changed the way healthcare is financed by both governmental and private insurers in the United States. The ACA contains a number of provisions, including those governing enrollment in federal healthcare programs, reimbursement adjustments and fraud and abuse changes. Additionally, the ACA imposed, among other things, a new federal excise tax on the sale of certain medical devices, which, through a series of legislative amendments, was suspended, effective January 1, 2016, and subsequently repealed altogether on December 20, 2019, provided incentives to programs that increase the federal government's comparative effectiveness research and implemented payment system reforms including a national pilot program on payment bundling to encourage hospitals, physicians and other providers to improve the coordination, quality and efficiency of certain healthcare services through bundled payment models.

Since its enactment, there have been judicial and Congressional challenges to certain aspects of the ACA, and we expect there will be additional challenges and amendments to the ACA in the future. By way of example, a case challenging the ACA's requirement that private insurers cover certain preventative services is currently pending before the U.S. District Court Judge for the Northern District of Texas. In March 2023, the judge struck down this requirement with immediate nationwide effect on March 30, 2023, and, on appeal, in June 2024 the U.S. Court of Appeals for the Fifth Circuit held, among other things, that the ACA's requirement that group health plans and health insurance issuers cover certain preventative services without cost-sharing is unconstitutional. The parties have petitioned to appeal the case to the U.S. Supreme Court, which granted certiorari in January 2025. It is unclear how these decisions and appeals, future decisions, subsequent appeals, and other efforts to repeal and replace the ACA will impact the ACA.

Other legislative changes have been proposed and adopted in the United States since the ACA was enacted, including aggregate reductions of Medicare payments to providers of 2% per fiscal year, which was temporarily suspended from May 1, 2020 through March 31, 2022, followed by a 1% reduction in effect from April 2022 through June 2022 with the full 2% reduction resuming thereafter, and reduced payments to several types of Medicare providers. Further, a budget resolution passed by the House of Representatives in February 2025 proposed significant spending reductions for Medicaid and other federal programs, which, if enacted as part of a future U.S. federal budget, could impact our future business prospects. We believe the overall escalating cost of medical products and services being paid for by the government and private health insurance has led to, and will continue to lead to, increased pressures on the healthcare and medical device industry to reduce the costs of products and services.

Data Privacy and Security

Medical device companies may be subject to U.S. federal and state and foreign health information privacy, security and data breach notification laws, which may govern the collection, use, disclosure and protection of health-related and other personal information. In the United States, HIPAA imposes privacy, security and breach reporting obligations with respect to individually identifiable health information upon "covered entities" (health plans, health care clearinghouses and certain health care providers), and their respective business associates, individuals or entities that create, receive, maintain or transmit protected health information in connection with providing a service for or on behalf of a covered entity. HIPAA and its respective implementing regulations, including the final omnibus rule published on January 25, 2013, impose specified requirements relating to the privacy, security and transmission of individually identifiable health information. In certain cases, HIPAA mandates the reporting of certain breaches of health information to HHS, affected individuals, and if the breach is large enough, the media. Entities that are found to be in violation of HIPAA as the result of a breach of unsecured protected health information, a complaint about privacy practices or an audit by HHS, may be subject to significant civil, criminal and administrative fines and penalties and/or additional reporting and oversight obligations if required to enter into a resolution agreement and corrective action plan with HHS to settle allegations of HIPAA non-compliance. The Health Information Technology for Economic and Clinical Health Act also increased the civil and criminal penalties that may be imposed against covered entities, business associates and possibly other persons, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorney's fees and costs associated with pursuing federal civil actions.

Even when HIPAA does not apply, according to the Federal Trade Commission or the FTC, failing to take appropriate steps to keep consumers' personal information secure constitutes unfair acts or practices in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act, 15 U.S.C § 45(a). The FTC expects a company's data security measures to be reasonable and appropriate in light of the sensitivity and volume of consumer information it holds, the size and complexity of its business, and the cost of available tools to improve security and reduce vulnerabilities. Individually identifiable health information is considered sensitive data that merits stronger safeguards. The FTC's guidance for appropriately securing consumers' personal information is similar to what is required by the HIPAA Security Rule.

Another example of recent U.S. data security requirements is FDORA, which, among other provisions, requires developers of certain "cyber devices" to design and implement plans to monitor, identify and address cybersecurity vulnerabilities of those devices and to submit those plans to the FDA as part of every new product application for a cyber device. "Cyber devices" are defined as devices that include software, connect to the internet, and contain any technological features that could be vulnerable to cybersecurity threats. This provision has entered into effect on March 29, 2023.

In addition, certain state and non-U.S. laws, such as the GDPR, govern the privacy and security of health information in certain circumstances, some of which are more stringent or broader in scope than HIPAA and many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts. Further, "business associates," defined as independent contractors or agents of covered entities that create, receive, maintain or transmit protected health information in connection with providing a service for or on behalf of a covered entity, are also subject to certain HIPAA privacy and security standards. Failure to comply with these laws, where applicable, can result in the imposition of significant civil and/or criminal penalties and private litigation. For example, the California Consumer Privacy Act (CCPA), which took effect on January 1, 2020, and was further expanded by the California Privacy Rights Act (CPRA), which took effect on January 1, 2023, presents one of the broadest U.S. state privacy laws. It imposes heightened transparency obligations about data collection, use, and sharing practices, adds restrictions on the transfer of personal information to third parties including for advertising or analytics purposes and grants data privacy rights to consumers. Following the Californian example, various U.S. states have passed, or are in the process of passing, similar state privacy laws. Non-compliance with state privacy laws could result in regulatory investigations and enforcement actions, private litigation (including class actions), significant fines and remediation costs, operational restrictions, and reputational harm. In Europe, the GDPR introduced strict requirements for processing the personal data of individuals. Companies that must comply with the GDPR face increased compliance obligations and risk, including more robust regulatory enforcement of data protection requirements and potential fines for noncompliance as set out above. The State of Israel has also implemented data protection laws and regulations, including the Israeli Protection of Privacy Law of 1981.

While it is generally the laws of the jurisdiction in which our business is located apply, there is a risk that data protection regulators of other countries may seek jurisdiction over our remotely activities in locations in which we process data of our customers, but do not have an operating entity. Where the local data protection and privacy laws of a jurisdiction apply, we may be required to register our operations in that jurisdiction or make changes to our business so that personal data is only collected and processed in accordance with applicable local law. In addition, because our services are accessible worldwide, certain foreign jurisdictions may claim that we are required to comply with their privacy and data protection laws, including in jurisdictions where we have no local entity, employees or infrastructure. In such cases, we may require additional legal review and resources to ensure compliance with any applicable privacy or data protection laws and regulations. In addition, in many jurisdictions there may in the future be new legislation that may affect our business and require additional legal review. Additionally, if third parties we work with violate applicable laws, regulations, or contractual obligations, such violations may put our users' data at risk, could result in governmental investigations or enforcement actions, fines, litigation, claims, or public statements against us by consumer advocacy groups or others and could result in significant liability, cause our users to lose trust in us, and otherwise materially and adversely affect our reputation and business. Further, public scrutiny of, or complaints about, technology companies or their data handling or data protection practices, even if unrelated to our business, industry, or operations, may lead to increased scrutiny of technology companies, including us, and may cause government agencies to enact additional regulatory requirements, or to modify their enforcement or investigation activities, which may increase our costs and risks.

Foreign Regulation

As we plan to market and deploy our Nanox System broadly across the globe, we will be subject to regulations applicable to medical and radiation-emitting devices in the jurisdictions in which we operate, which regulations vary among countries. While some countries' regulations may not impose barriers to marketing and selling our products or only require certain notification, others may require that we obtain the clearance, registration or approval of a specified regulatory body. Process for obtaining such clearance, registration or approvals may involve additional testing and time. Furthermore, complying with foreign regulatory requirements can be expensive and time-consuming, and we will need to seek for regulatory clearances or approvals in each country in which we plan to market our products.

In addition, depending on the country, if we modify our products, we may need to apply for additional regulatory clearances or approvals before we are permitted to sell the modified product. Also, for maintaining our authorizations in a particular country, we will need to continue meeting quality and safety standards required in such country.

Finally, while regulatory clearance or approval by the FDA does not ensure registration, clearance or approval by regulatory authorities in other countries, registration or regulatory clearance or approval in one country, or denial thereof, may have effects on the regulatory process in others.

Legal Proceedings

From time to time, we may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business.

In September 2020, two securities class action complaints were filed in the United States District Court for the Eastern District of New York against the Company and certain then-current officers and a director, which were subsequently consolidated and captioned as *White v. Nano-X Imaging Ltd. et al.*, Case No. 1:20-cv-04355 (the "White Action"), alleging violations of securities laws on behalf of all persons and entities that purchased or otherwise acquired the Company's publicly traded securities between August 21, 2020 and September 15, 2020, and seeking unspecified damages. In addition, on October 5, 2021, a class action complaint was filed in the United States District Court for the Eastern District of New York against the Company and certain of its officers, captioned *McLaughlin v. Nano-X Imaging Ltd. et al.*, Case No. 1:21-cv-05517 (the "McLaughlin Action"). The amended complaint in that action, filed on April 12, 2022, alleges that defendants violated the federal securities laws in connection with certain disclosures concerning the cost of the Nanox.ARC system as well as the comparison of the Nanox.ARC to CT scanners, among other allegations. The Lead Plaintiff in the McLaughlin Action seeked to represent a class of investors who purchased the Company's publicly-traded securities between August 21, 2020 and November 17, 2021. The Company entered into a term sheet on April 28, 2023, to settle all shareholder class action litigation related to the McLaughlin Action and the consolidated White Action. On June 2, 2023, the Company entered into a formal settlement agreement to settle the McLaughlin Action and the consolidated White Action for $8 million. On October 31, 2023, Magistrate Judge Kuo preliminarily approved the settlement. Due to the settlement agreement, during December 2023 the Company deposited $5 million and the D&O insurance carrier deposited $3 million in a trust account in connection with the settlement agreement. On February 15, 2024, the court held a final approval hearing, during which she requested that the parties submit updated settlement claims information by letter on or before February 29, 2024 for incorporation into a final report and recommendation. The parties submitted the letter on February 29, 2024, and on April 17, 2024, Magistrate Judge Kuo issued a report and recommendation recommending that Judge Kovner grant the motion for final approval of the settlement. On May 7, 2024, Judge Kovner entered an order adopting Magistrate Judge Kuo's report and recommendation and finally approving the settlement. On May 10, 2024, the judgment was entered, and the case was dismissed with prejudice. Due to the settlement agreement, during December, 2023 the Company deposited $5 million and the D&O insurance carrier deposited $3 million in a trust account in connection with the settlement agreement.

The Division of Enforcement of the U.S. Securities & Exchange Commission (the "SEC" or the "Commission") conducted an investigation to determine whether there had been any violations of the federal securities laws, relating to the development cost of the Company's Nanox.ARC prototypes, as well as the Company's estimate for the cost of assembling the final Nanox.ARC product at scale, among other things. The Company and Ran Poliakine, former Chairman of the Board of Directors of the Company, have reached final agreements with the SEC staff to settle this matter, which agreements were approved by the United States District Court for the Southern District of New York in October 2023. The Company paid a civil penalty in the amount of $650,000 and was permanently enjoined from violating Section 17(a)(2) of the Securities Act of 1933 (the "Securities Act") and Section 13(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rules 12b-20 and 13a-1 thereunder. Mr. Poliakine paid disgorgement of $240,000, together with prejudgment interest of $26,836.39, paid a civil penalty of $150,000, and was permanently enjoined from violating Section 17(a)(2) of the Securities Act and aiding and abetting any violation of Section 13(a) of the Exchange Act and Rules 12b-20 and 13a-1 thereunder.

On October 28, 2021, a complaint was filed in the United States District Court for the Central District of California against the Company, the Company's recently-formed Delaware subsidiary and Nanox Gibraltar PLC ("Gibraltar Entity") from which the Company received certain assets, as well as Mr. Ran Poliakine and certain other unidentified parties, alleging several causes of action including breach of a consulting agreement between the plaintiff and Gibraltar Entity that was entered into in 2015. The plaintiff demanded payment of unpaid consulting fees from Gibraltar Entity in the amount of approximately $1 million and approximately $29.5 million from the Company relating to his claimed entitlement to warrants in Gibraltar Entity. On February 15, 2022, the Company moved to dismiss the complaint on the grounds, among others, that it was not a party to the agreement with the plaintiff, and it is not Gibraltar Entity's legal successor for any liabilities that Gibraltar Entity may owe to the plaintiff. On June 4, 2022, the Court granted the motion to dismiss with leave to amend. The plaintiff did not amend the complaint, and on July 20, 2022, the Court entered judgment in the Company's favor (the "First Gibraltar Judgment").

On or about December 21, 2023, a claim was filed in Israel against the Company, the Gibraltar Entity, and the late Mr. Ran Poliakine, based on allegations previously dismissed in the First Gibraltar Judgment. The Company submitted its statement of defense on September 15, 2024 and so did the estate of the late Mr. Ran Poliakine (the "Estate"). In its statement of defense, the Company reiterated its strong denial of the plaintiff's baseless claims and emphasizes that the Company was never a party to the consulting agreement with the plaintiff. In addition, the Company is not responsible for any potential liabilities of Gibraltar Entity, which is a separate legal entity. On April 5, 2024, the Gibraltar entity filed an amended claim and a request for an anti-suit injunction ("ASI") in Gibraltar against the plaintiff. On November 18, 2024, the Gibraltar court granted the Gibraltar entity's request and issued an ASI, preventing the plaintiff from continuing to pursue the present claim against the Gibraltar entity in Israel. As a result, the dispute between the plaintiff and the Gibraltar entity will be adjudicated before the Gibraltar court, in accordance with Gibraltar law. In January 2025, the plaintiff filed a new claim against the Company with the Gibraltar court, which was dismissed due to procedural defects. The plaintiff filed an additional claim against the Company, which was served on the Company on December 25, 2025. The Company decided not to contest the jurisdiction of the Gibraltar court and consent to the Gibraltar Jurisdiction, and will therefore submit a statement of defense in Gibraltar court. In light of the above, on February 1, 2026, the plaintiff filed with the court in Israel a motion seeking to dismiss the claim submitted against the Company in Israel and thereby close the proceedings in Israel. The Company has submitted its response to the motion, together with a request for an award of costs, on April 26, 2026, in which it argued that there was no basis to file the claim against it in the first place, as its adjudication is contingent upon a prior determination of the date of termination of the engagement between the Plaintiff and Gibraltar Entity, before the court in Gibraltar, and only thereafter, to the extent it is determined that a breach occurred (which is denied), could the claims against the Company, which are wholly denied, be addressed.

On October 5, 2022, a complaint was filed in the Court of Common Pleas of Washington County, Pennsylvania against several defendants, including Dr. Michael Yuz and USARAD, alleging medical negligence due to the failure to properly diagnose metastatic breast cancer. Dr Yuz's only involvement in the case was on July 18, 2017, prior to our acquisition of USARAD, when he reviewed and interpreted an imaging study, identified a lesion and referred for an additional imaging. The only claim against USARAD is for vicarious liability based on Dr. Yuz's involvement, as an employee of USARAD. As part of the settlement of the case, the plaintiff fully and finally released Dr. Yuz, USARAD and the Company, in exchange for $20,000 which was paid on behalf of Dr. Yuz and USARAD by the Company's insurance carrier.

On November 29, 2023, a claim was asserted in Edgar County, Illinois against several defendants, including USARAD and a USARAD radiologist, alleging medical negligence relating to the failure to timely diagnose and treat a cervical spinal cord injury following a fall, including allegations that the radiologist misinterpreted a cervical CT and failed to recommend additional emergent diagnostic imaging. The matter remains in litigation and is proceeding through depositions.

On February 7, 2025, a claim was filed in Saint Lawrence County, New York against several defendants, including USARAD and another USARAD radiologist, alleging medical negligence arising from the alleged misinterpretation of a CT scan and an alleged failure to diagnose a perforation of the sigmoid colon, which purportedly resulted in sepsis and the need for surgical intervention. The matter is in discovery pursuant to a Preliminary Conference Order, with depositions to be completed by October 30, 2026.

On February 14, 2025, a claim was filed in the Court of Common Pleas of Philadelphia County, Pennsylvania against several defendants, including a USARAD radiologist, alleging medical negligence based on the failure to properly interpret a CT scan of the abdomen and the failure to recommend additional diagnostic testing, which allegedly delayed the diagnosis of colon cancer. The matter is in its early stages with pleadings closed and discovery ongoing.

On January 14, 2026, an amended claim was filed in the Circuit Court of the 1st Judicial Circuit in and for Okaloosa County, Florida, against several defendants, including USARAD, and a USARAD radiologist, alleging failure to diagnose an aneurysm and negligent communication to an ordering physician. The matter is in its early stages.

On December 11, 2025, we received a letter from a shareholder detailing certain purported concerns and allegations relating to representations made during negotiations regarding a certain asset transaction. On April 19, 2026, we entered into a settlement agreement with said shareholder, pursuant to which the alleging shareholder, on its own behalf and on behalf of its shareholders, fully released us from any and all claims, including those mentioned in the shareholder's letter, claims relating to the asset transaction, and claims relating to our relationship with the shareholder and its affiliates and shareholders. In return for the release, and without admission of any liability, we issued the shareholder 450,000 ordinary shares.

C. Organizational Structure

NANO-X IMAGING LTD, an Israeli Company ("Nanox IL"), was incorporated on December 20, 2018 and commenced its operations on September 3, 2019.

On September 19, 2019, Nanox IL established Nanox Imaging Inc. ("Nanox Japan"), a wholly owned subsidiary in Japan.

On September 25, 2020, Nanox IL established Nano-X Korea Inc. ("Nanox Korea"), a wholly owned subsidiary in Korea.

On September 13, 2021, Nanox IL established Nano-X Imaging Inc ("Nanox Inc."), a wholly owned Delaware subsidiary. On November 2, 2021, Nanox Inc. completed the acquisition of 100% of the shares of USARAD Holdings, Inc., a Delaware corporation. On November 19, 2025, Nanox Inc. completed the acquisition of 100% of the shares of Vaso Healthcare IT Corp., a Delaware corporation, which subsequently changed its name to Nanox Health IT Inc.

On September 30, 2021, Nanox Inc. established a new wholly-owned Delaware subsidiary, Nano-X MDW Inc, which owns the platform and other assets purchased by us from MDWEB, LLC on November 3, 2021.

On November 4, 2021, Nanox IL purchased all the shares of Nano-X AI Ltd. ("Nanox AI"), an Israeli company formerly named Zebra Medical Vision Ltd. Nanox AI has a wholly owned Delaware subsidiary named Nanox-X AI Inc.

On January 1, 2024, Nanox IL established Nanox Impact Inc. ("Nanox Impact"), a wholly owned Delaware subsidiary.

D. Property, Plants and Equipment

Our principal executive offices are located in a leased facility in Petach Tikva, Israel.

In July 19, 2023, we signed a new agreement to lease 3,080 square meters of office space in Petach Tikva, Israel, for a term of 60 months with an option for extension of additional 60 months.

Nanox Impact Inc. leases office space of approximately 2,528 square feet in Ridgefield Park, New Jersey. The monthly rent payment for this agreement is approximately $5,500.

In December 2020, we purchased approximately 11,889 square meters of land in Yongin, Geonggi province, Korea, on which we built our fabrication facility for approximately $6.2 million, which is operational.

USARAD leases approximately 6,000 square feet in Oakland Park, Broward County, Florida, under a lease agreement that expires on December 31, 2027. The monthly base rent payment for this agreement is approximately $12,000.

Item 4A. Unresolved Staff Comments

Not applicable.

Item 5. Operating and Financial Review and Prospects

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our audited consolidated financial statements and the related notes included elsewhere in this annual report on Form 20-F. This discussion contains forward-looking statements based upon current expectations that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those discussed in the section titled "Item 3. Key Information—D. Risk Factors" and in other parts of this annual report on Form 20-F. Our consolidated financial statements have been prepared in accordance with U.S. GAAP. The functional currency of NANO-X IMAGING LTD is the U.S. dollar.

A. Operating Results

Overview

Nanox is focused on driving the world's transition to preventive health care by delivering an integrated, end-to-end medical imaging and healthcare services platform.

Nanox combines affordable imaging hardware, advanced AI-based solutions, cloud-based software, access to remote radiology, health IT solutions, and a marketplace to enable earlier detection, improved clinical efficiency, and broader access to care.

Nanox's vision is to expand the reach of medical imaging both within and beyond traditional hospital settings by providing a seamless solution from scan to interpretation and beyond. By leveraging proprietary digital X-ray technology, AI-driven analytics, and a clinically driven approach, Nanox aims to enhance the efficiency of routine imaging workflows, support early detection of disease, and improve patient outcomes.

The Nanox ecosystem includes Nanox.ARC, a cost-effective, 3D multi-source digital tomosynthesis imaging system designed for ease of use and scalability; Nanox.AI, a suite of AI-based algorithms that augment the interpretation of routine CT imaging to identify early signs often associated with chronic disease; Nanox.CLOUD, a cloud-based platform for secure data management, storage, and advanced imaging analytics; Nanox.MARKETPLACE and USARAD Holdings, which provides access to remote radiology and cardiology experts and comprehensive teleradiology services; and Nanox Health IT combines deep healthcare IT expertise with leading technology partners to deliver RIS, PACS, AI, dictation, and secure infrastructure solutions that streamline workflows and support safer, more efficient care delivery.

By integrating imaging technology, AI, cloud infrastructure, clinical expertise, a marketplace, and health information technology, Nanox seeks to lower barriers to adoption, improve utilization, and advance preventive care worldwide.

Following receipt of clearances from the FDA and the CE mark for the Nanox.ARC (including the Nanox.CLOUD) and clearances from the FDA to market the Nanox.ARC X (including the Nanox.CLOUD), we are marketing and deploying Nanox Systems broadly across the globe at a substantially lower cost compared to currently available medical imaging systems, such as CT. We believe that our technology's relatively low cost will enable us to increase accessibility and affordability of early-detection medical imaging systems globally, substantially reduce wait-times for imaging results and increase early detection rates compared to currently employed imaging process protocol.

On April 28, 2023, the Company received clearance from the FDA to market the Nanox.ARC (including the Nanox.CLOUD) as a stationary X-ray system intended to produce tomographic images of the human musculoskeletal system adjunctive to conventional radiography, on adult patients. On December 4, 2024 the Company received 510(k) clearance from the FDA for its Nanox.ARC (including the Nanox.CLOUD) as a stationary X-ray system intended to produce tomographic images for general use including human musculoskeletal system, pulmonary, intra-abdominal, and paranasal sinus indications, adjunctive to conventional radiography, on adult patients. This device is intended to be used in professional healthcare facilities or radiological environments, such as hospitals, clinics, imaging centers and other medical practices by trained radiographers, radiologists and physicians. The current FDA-cleared version of the Nanox.ARC is not intended for mammographic, angiographic, cardiac, pulmonary, intra-abdominal, intra-cranial, interventional, or fluoroscopic applications, or for imaging pediatric or neonatal patients. On February 25, 2025, the Company received its CE (Conformité Européenne) mark certification to market the multi-source Nanox.ARC system, including the Nanox.CLOUD, its accompanying cloud-based infrastructure in Europe.

The **Nanox.ARC X**, an AI-ready, multi-source digital tomosynthesis system that makes advanced 3D imaging possible in more places at significantly lower radiation dose than CT, received FDA 510(k) clearance in April 2025 for general use, including musculoskeletal, pulmonary, intra-abdominal and paranasal indications. On February 3, 2026, we received a 510(k) clearance from the FDA for TAP2D, a new cloud enabled image enhancement capability for the Nanox.ARC and Nanox.ARC X.

We have devoted substantially all of our financial resources to acquiring the base technology for our X-ray source and related know-how, our AI solutions and our teleradiology services, conducting research and development activities, organizing and staffing our company, developing our business plan, securing related intellectual property rights and raising capital. Historically, we have funded our operations primarily with proceeds from the sale of our ordinary shares and warrants (after September 3, 2019) and those of our predecessor company (prior to September 3, 2019). During the years ended December 31, 2025, 2024 and 2023, we received net cash proceeds of $21.3 million, $39.5 million and $28.0 million, respectively, from the sales of our ordinary shares, warrants and options. The Company generated revenue through teleradiology services, the sales of its Imaging devices and services and the sale of its AI solutions.

We have incurred significant operating losses since our inception. Our ability to achieve profitability depends on the successful development and commercialization of our technology and our products. We incurred net losses of $75.0 million, $53.5 million and $60.8 million for the years ended December 31, 2025, 2024 and 2023, respectively. As of December 31, 2025 and 2024, we had an accumulated deficit of $448.8 million and $373.7 million, respectively. We expect to continue to incur significant expenses for at least the next several years as we advance the Nanox System through further development, regulatory approval and commercial deployment. We expect to incur significant capital expenditures and commercialization expenses related to product manufacturing, marketing, sales, regulation, distribution and support. In addition, we continue to incur additional costs associated with operating as a public company, including significant legal, accounting, investor relations and other expenses.

In 2024 we jumpstarted the MSaaS-based medical imaging market by deploying an initial wave of Nanox.ARC (including the Nanox.CLOUD) units. We expect to incur significant expenses for the deployment, manufacturing, installation, repairs, and maintenance of the Nanox Systems. As a result, we may need substantial funding to support our continuing operations and pursue our business strategy before we can generate significant revenues. Until such time as we can generate significant revenues from sales of services, we expect to finance our operations through the sale of equity, debt financings or other capital sources, including collaborations, strategic partnerships or marketing, distribution or licensing arrangements with third parties. We may be unable to raise additional funds or enter into such other agreements or arrangements when needed on favorable terms, or at all. If we fail to raise capital or enter into such agreements as and when needed, we may have to significantly delay, scale back or discontinue the development and commercialization of one or more of our systems and products or delay our pursuit of potential in-licenses or acquisitions.

As of December 31, 2025, we had cash, cash equivalents, short-term and long-term deposits, restricted deposits and marketable securities of $60.0 million. We have based this estimate on assumptions that may prove to be wrong, and we could exhaust our capital resources sooner than we expect. See "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources."

Recent Developments

During 2025, we issued (i) 87,012ordinary shares upon the exercise of options and RSUs and (ii) an additional 5,624,989 of the Company's ordinary shares at an average purchase price of $3.93 per share. The net proceeds of the issuance were approximately $21.4 million.

Components of Our Results of Operations

Revenue

The Company generated revenue through teleradiology services, the sales of its imaging devices and services and the sale of its AI solutions. The majority of our revenues are derived from our teleradiology services, which consist primarily of fees received from various payors based on established billing rates, and also of fees from hospitals and healthcare providers. We recognize revenue in the period in which performance obligations are satisfied by providing services to our customers and record the amount of revenue that reflects the consideration that we expect to receive in exchange for those services. During 2024 and 2025, we began to generate revenue from sales of the Nanox.ARC systems.

Cost of Revenue

Cost of the sale of teleradiology services mainly consists of the cost of radiologists, the cost of picture archiving and communication software (a medical imaging technology used to securely store and digitally transmit electronic images and clinical reports) and amortization of intangible assets. The cost of the sale of AI solutions mainly consists of the cost of labor and amortization of intangible assets. The cost of revenue through the sale of scan services and sale of Nanox.CONNECT consisted mainly of cost of labor and cost of materials.

Operating Expenses

Research and Development Expenses

Research and development expenses consist primarily of costs incurred in connection with the research and development of our products. These expenses include:

- employee-related expenses, including salaries, related benefits and share-based compensation expenses for employees engaged in research and development activities;
- expenses incurred in connection with the development of our systems and solutions, including payments made pursuant to agreements with third parties, such as external manufacturers, vendors and consultants related to process development and manufacturing activities, as well as patent registrations;
- costs of components and materials that are used to develop our systems, including payments made pursuant to agreements with third parties;
- facilities, laboratories, depreciation and other expenses, including direct or allocated expenses for rent and maintenance of facilities, as well as insurance costs; and
- costs related to compliance, testing and validations with clinical and regulatory requirements.

We recognize external development costs based on an evaluation of the progress to completion of specific tasks using information provided to us by our suppliers and service providers. Upfront payments, and annual maintenance fees under license agreements are expensed in the period in which they are incurred.

Research and development activities are central to our business. We expect that our research and development expenses will increase substantially over the next several years as we continue the development and improvement of the Nanox Systems. We expect to continue to devote a substantial portion of our resources to the Nanox.ARC multi-source system, the Nanox.CLOUD, the Nanox.MARKETPLACE, our AI solutions and our future systems and solutions for the foreseeable future.

The successful development and commercialization of our systems are highly uncertain. At this time, we cannot reasonably estimate or know the nature, timing and costs of the efforts that will be necessary to complete the development for commercialization of any of our products. This uncertainty is due to the numerous risks and uncertainties associated with product development and commercialization, including the uncertainty of:

- the timing and progress of activities to improve our products;
- our ability to maintain our current research and development programs and to establish new ones;
- the receipt of regulatory approvals from applicable regulatory authorities, especially if there will be a need for independent clinical trials or validation;
- the timing, receipt and terms of any marketing approvals from applicable regulatory authorities;
- our ability to establish new licensing or collaboration arrangements;
- the performance of our future collaborators, if any;
- establishing commercial manufacturing capabilities or making arrangements with third-party manufacturers;
- obtaining, maintaining, defending and enforcing patent claims and other intellectual property rights;
- launching commercial sales of our products, including the Nanox.ARC, the Nanox.ARC X, the Nanox.CLOUD and our AI solutions, whether alone or in collaboration with others; and
- maintaining a continued acceptable safety profile of the products following approval.

Any changes in the outcome of any of these variables with respect to the development or improvement of our products could result in a significant change in the costs and timing associated with the deployment of these products.

Marketing and Selling Expenses

Marketing and selling expenses consist of cost of labor, public relations, participation in conferences and other general marketing and selling expenses.

We anticipate that our selling and marketing expenses will increase as we progress with the commercial deployment of our systems.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries, related benefits and share-based compensation expense for personnel in general and administrative functions. General and administrative expenses also include facilities, depreciation and other expenses, which include among others, direct or allocated expenses for rent and maintenance of facilities and insurance, as well as professional fees for legal, patent, consulting, investor and public relations, accounting and audit services.

We anticipate that our general and administrative expenses will increase as we increase our headcount to support our continued research and development activities and commercialization of our products. We also incur accounting, audit, legal, regulatory, compliance, directors' and officers' liability insurance and investor and public relations costs associated with being a public company.

Results of Operations

Comparison of the years ended December 31, 2025 and 2024

The table below summarizes the results of operations for the years ended December 31, 2025 and 2024, respectively:

Revenue

The table below summarizes our revenue incurred during the periods presented:

	Year Ended December 31,	
	2025	**2024**
	($ in thousands)	
Teleradiology services	$ 11,585	$ 10,275
Scan services and sale of Nanox.ARC and Nanox.CONNECT	478	281
AI	958	727
Total	$ 13,021	$ 11,283

For the year ended December 31, 2025, we reported revenue of $13.0 million, compared to $11.3 million for the year ended December 31, 2024. During the year ended December 31, 2025, we generated revenue through the sale of teleradiology services in the amount of $11.6 million, the sale of scan services and sale of Nanox.CONNECT in the amount of $0.5 million, and the sale of AI solutions in the amount of $1.0 million. The increase in the revenue through the sale of teleradiology services in the amount of $1.3 million was mainly attributable to customer retention, increased rates and increased volume of the Company's reading services during the weekdays shifts. The increase in the revenue through the AI services in the amount of $0.2 million was mainly due to the acquisition of Nanox Health IT, which added revenue of $0.4 million since the completion of its acquisition.

Cost of Revenue

The table below summarizes our cost of revenue incurred during the periods presented:

	Year Ended December 31,	
	2025	2024
	($ in thousands)	
Teleradiology services	$ 9,020	$ 8,664
Nanox. ARC	8,104	4,926
AI and software solutions	8,685	8,302
Total	$ 25,809	$ 21,892

For the year ended December 31, 2025, we reported cost of revenue of $25.8 million, compared to $21.9 million for the year ended December 31, 2024.

During the year ended December 31, 2025, we incurred cost of revenue through the sale of teleradiology services in the amount of $9 million, the sale of scan services and sale of Nanox.CONNECT in the amount of $8.1 million and the sale of AI solutions in the amount of $8.7 million. During the year ended December 31, 2024, we incurred cost of revenue through the sale of teleradiology services in the amount of $8.7 million, the sale of scan services and sale of Nanox.CONNECT in the amount of $4.9 million and the sale of AI solutions in the amount of $8.3 million.

In 2025, the cost of revenue through the sale of teleradiology services consisted mainly of the cost of radiologists and the cost of picture archiving and communication software in the amount of $6.9 million and amortization of intangible assets of $2.1 million. In 2024, the cost of revenue through the sale of teleradiology services consisted mainly of the cost of radiologists and the cost of picture archiving and communication software in the amount of $6.4 million and amortization of intangible assets of $2.2 million. The amortization of the intangible assets is the periodic amortization expense with regards to the acquisition of the shares of Nanox AI, USARAD Holdings Inc. and the purchase of the assets of MDW LLC since the date of acquisition through the year end.

In 2025, the cost of revenue through the sale of scan services and sale of Nanox.CONNECT consisted mainly of cost of labor in the amount of $1.9 million and cost of materials in the amount of $4.4 million. In 2024, the cost of revenue through the sale of scan services and sale of Nanox.CONNECT consisted mainly of cost of labor in the amount of $1.3 million and cost of materials in the amount of $2.7 million.

In 2025, the cost of revenue through the sale of AI solutions consisted mainly of salaries and wages expense in the amount of $0.3 million, amortization of intangible assets of $8.0 million, and software subscription and support of $0.3 million. In 2024, the cost of revenue through the sale of AI solutions consisted mainly of salaries and wages expense in the amount of $0.2 million, and amortization of intangible assets of $8.0 million. The amortization of the intangible assets is the periodic amortization expense with regards to the acquisition shares of Nanox AI.

Research and Development Expenses

The table below summarizes our research and development expenses incurred during the periods presented:

	Year Ended December 31,	
	2025	2024
	($ in thousands)	
Research and Development Expenses:		
Salaries and wages	$ 11,211	$ 9,965
Share-based compensation	1,182	2,450
R&D expenses	3,310	4,825
Other	3,533	2,942
Total	$ 19,236	$ 20,182

Research and development expenses decreased by $1.0 million to $19.2 million for the year ended December 31, 2025, from $20.2 million for the year ended December 31, 2024. The decrease in research and development expenses was primarily attributable to decrease in share-based compensation of $1.3 million and decrease in the R&D expenses of $1.5 million which was mitigated by an increase in salaries and wages of $1.2 million and an increase of $0.6 million in other expenses.

The table below summarizes our Research and development expenses per segment of operation incurred during the periods presented:

	Year Ended December 31,	
	2025	2024
	($ in thousands)	
Nanox ARC	$ 14,552	$ 16,223
AI and software solutions	4,550	3,856
Radiology services	134	103
Total	$ 19,236	$ 20,182

Research and development expenses through our Nanox ARC segment of operation decreased by the amount of $1.6 million to $14.6 million for the year ended December 31, 2025, from $16.2 million for the year ended December 31, 2024. The decrease was primarily attributable to the decrease in share-based compensation of $0.9 million, a decrease in the R&D expenses of $1.5 million and other expenses of $0.4 million, which was mitigated by an increase of $1.1 million in salaries and wages.

Research and development expenses through our AI and software solutions segment of operation increased by the amount of $ 0.7 million to $4.6 million for the year ended December 31, 2025, from $3.9 million for the year ended December 31, 2024. The increase was primarily attributable to the increase in salaries and wages of $0.1 million, and a decrease in grants received of $1.0 million, which was mitigated by a decrease of $0.4 million in share-based compensation.

Sales and Marketing Expenses

The table below summarizes our sales and marketing expenses incurred during the periods presented:

	Year Ended December 31,	
	2025	2024
	($ in thousands)	
Sales and Marketing Expenses:		
Salaries and wages	$ 2,675	$ 1,040
Share-based compensation	355	717
Sales and marketing activities	2,635	1,653
Total	$ 5,665	$ 3,410

Sales and marketing expenses increased by $2.3 million to $5.7 million for the year ended December 31, 2025, from $3.4 million for the year ended December 31, 2024. The increase in sales and marketing expenses was primarily attributable to the increase in salaries in wages in the amount of $1.6 million and sales and marketing activities in the amount of $1 million which was mitigated by a decrease of $0.4 million in share-based compensation.

The table below summarizes our sales and marketing expenses per segment of operation incurred during the periods presented:

	Year Ended December 31,	
	2025	2024
	($ in thousands)	
Nanox ARC	$ 4,866	$ 2,808
AI and software solutions	314	170
Teleradiology services	485	432
Total	$ 5,665	$ 3,410

Sales and Marketing expenses through our Nanox ARC segment of operation increased by the amount of $2.1 million to $4.9 million for the year ended December 31, 2025, from $2.8 million for the year ended December 31, 2024. The increase was primarily attributable to the increase in salaries and wages of $1.5 million and marketing expenses of $0.9 million which was mitigated by a decrease in share-based compensation of $0.3 million.

Sales and Marketing expenses through our AI Solution segment of operation increased by the amount of $0.1 million to $0.3 million for the year ended December 31, 2025, from $0.2 million for the year ended December 31, 2024. The increase is attributable to the increase in salaries and wages, share-based compensation and subcontractors expenses in the amount of $0.2 million.

Sales and Marketing expenses through our Teleradiology services segment of operation increased by the amount of $0.1 million to $0.5 million for the year ended December 31, 2025, from $0.4 million for the year ended December 31, 2024. The increase is attributable to the increase in salaries and wages and marketing expenses in the amount of $0.1 million.

General and Administrative Expenses

The table below summarizes our general and administrative expenses incurred during the periods presented:

	Year Ended December 31,	
	2025	2024
	($ in thousands)	
General and Administrative Expenses:		
Salaries and wages	$ 8,328	$ 7,453
Share-based compensation	2,528	3,870
Directors' and officers' insurance	821	1,448
Professional services	2,567	2,085
Legal fees in connection with the SEC investigation and class actions	57	81
Legal fees	863	1,816
Rent and Maintenance	1,470	1,692
Depreciation and Amortization	153	116
Other	4,800	3,894
Total	$ 21,587	$ 22,455

General and administrative expenses decreased by $0.9 million to $21.6 million for the year ended December 31, 2025, from $22.5 million for the year ended December 31, 2024. The decrease in general and administrative expenses was primarily attributable to decrease in share-based compensation in the amount of $1.3 million, a decrease of $0.6 million in our directors' and officers' liability insurance premium, and a decrease of $1 million in legal fees, which was mitigated by an increase in salaries in the amount of $0.9 million, an increase in other general and administrative expenses of $0.9 million.

The table below summarizes our general and administration expenses per segment of operation incurred during the periods presented:

	Year Ended December 31,	
	2025	2024
	($ in thousands)	
Nanox ARC	$ 16,967	$ 17,825
AI and software solutions	439	491
Teleradiology services	4,181	4,139
Total	$ 21,587	$ 22,455

General and administration expenses through our Nanox ARC segment of operation decreased by the amount of $0.8 million to $17 million for the year ended December 31, 2025, from $17.8 million for the year ended December 31, 2024. The decrease was primarily attributable to decrease in share-based compensation in the amount of $0.9 million, a decrease of approximately $1.2 million in legal fees and a decrease of $0.6 million in our directors' and officers' liability insurance premium. Nevertheless, salaries and wages increased by $0.3 million, professional fees increased by $0.6 million, software and IT expenses increased by $0.2 million and HR and recruiting expenses increased by $0.3 million in 2025.

General and administration expenses through our AI Solution segment of operation decreased by the amount of $0.1 million to $0.4 million for the year ended December 31, 2025, from $0.5 million for the year ended December 31, 2024. The decrease is attributable to the decrease in rent and maintenance in the amount of $0.2 due to the Company's moving to the new office during 2024.

General and administration expenses through our Teleradiology services segment of operation increased by the amount of $ 0.1 million to $4.2 million for the year ended December 31, 2025, from $4.1 million for the year ended December 31, 2024. The increase is attributable to the increase in salaries and wages in the amount of $0.5 million, which was mitigated by a decrease in share-based compensation by $0.4 million.

Other Income (expenses)

Other expenses were $1.4 million for the year ended December 31, 2025, and other income was $0.0 million for the year ended December 31, 2024. The increase of $1.4 million was mainly due to the settlement with a shareholder.

Net loss was $75 million for the year ended December 31, 2025, and $53.5 million for the year ended December 31, 2024. The increase of $21.5 million was largely due to an impairment of long-lived assets in the amount of $17.5 million which was recorded during the reported period in relation to the Company's restructuring of operations at Nanox' Korean facility that is intended to better align the Company's manufacturing cost structure and support gross margin improvement to the Company's target financial model. The increase was also due to an increase of $2.1 million in the gross loss, increase of $2.2 million in the sales and marketing expenses and increase of $1.4 million in other expenses mitigated by an increase of $1.6 million in income tax benefit.

Recently we adopted a restructuring plan intended to better align our manufacturing cost structure with our long-term financial model, support our path toward improved gross margins, and align our manufacturing capabilities with current and anticipated business needs and the Company's strategic priorities.

As part of this plan and our broader cost reduction efforts, we are restructuring our manufacturing footprint to improve gross margins, reduce capital expenditures, and enhance operational efficiency. This includes transitioning away from certain manufacturing activities at our facility in South Korea, starting in the fourth quarter of 2025, and moving from a company-owned manufacturing model to a more fully outsourced approach.

In connection with this transition, we expect to utilize our existing emitter inventory as it shifts to a more efficient outsourced production model that is better aligned with current and anticipated demand.

As part of the restructuring, we will close our chip manufacturing line in South Korea, downsize its fabrication facilities, and transfer certain production activities to third-party international manufacturing partners, including the Swiss Center for Electronics and Microtechnology (CSEM). Following these changes, we intend to focus our operations in South Korea on research and development (R&D) and tube production activities that support the Nanox.ARC platform. The restructuring is expected to be substantially completed during fiscal year 2026.

In connection with the restructuring, we expect to incur total restructuring and related charges of approximately $18.0 million, consisting primarily of costs related to the impairment of machinery and equipment associated with our chip manufacturing line.

Accordingly, we recorded a non-cash impairment charge of approximately $17.5 million during the reported period, related to the write-down of long-lived assets associated with the Korean fabrication facility's chip manufacturing line and the remainder restructuring charges of approximately $0.5 million is expected to be in cash.

For a discussion of our results of operations for the year ended December 31, 2024, including a year-to-year comparison between 2024 and 2023, and a discussion of our liquidity and capital resources for the year ended December 31, 2024, refer to Item 5. "*Operating and Financial Review and Prospects"* in our Annual Report on Form 20-F for the year ended December 31, 2024.

Recently Issued Accounting Pronouncements

A description of recently issued accounting pronouncements that may potentially impact our financial position and results of operations is disclosed in Note 2 to our audited consolidated financial statements, included elsewhere in this annual report on Form 20-F.

B. Liquidity and Capital Resources

From our inception and prior to November 2021, we did not generate any revenue from product sales or otherwise and have incurred significant operating losses and negative cash flows from our operations. Beginning in the year ended December 31, 2021 and continuing in the year ended December 31, 2022, we generated revenue through the sale of teleradiology services and the sale of AI solutions following the completion of the merger with Nanox AI, and the acquisitions of USARAD in November 2021. Beginning in the year ended December 31, 2023 we generated revenue through the sale of Nanox.CONNECT and scan services. During the year ended December 31, 2023, we did not generate any revenue from sales of imaging services from the Nanox System. As of December 31, 2024, we have generated revenue from sales of imaging services from the Nanox System and other services. As of December 31, 2025, we have generated revenue from sales of imaging services from the Nanox System, AI and software products, teleradiology and other services. Historically, we have funded our operations primarily with proceeds from the sale of our and our predecessor company's ordinary shares.

Since incorporation through December 31, 2025, we accumulated deficit of $448,767 and our activities have been funded mainly by the sale of our ordinary shares and positive cash flow from the Teleradiology business segment. We expect to continue to incur significant costs related to our commercializing efforts and our ongoing operations. We estimated that the Company's cash and cash equivalents, and deposits as of December 31, 2025, will not be sufficient to support our operations under the current operating plans for at least one year from the issuance date of this annual report. The Company is exploring the use of mitigating actions such postponing expenses that are not based on firm commitments. We are exploring opportunities to fundraise by means of private equity or otherwise, and management is looking for the most favorable deal, taking into consideration the Company's needs and market conditions. However, there is no assurance that we will be able to obtain such funding or secure it with favorable terms. Our consolidated financial statements do not include any adjustments that may be necessary should the Company be unable to continue as a going concern.

Cash Flows

The following table provides information regarding our cash flows for the periods presented:

	Year Ended December 31,		
	2025	2024	2023
	($ in thousands)		
Net cash used in operating activities	$ (40,793)	$ (36,598)	$ (44,777)
Net cash from (used in) investing activities	29,373	(20,051)	35,433
Net cash provided by financing activities	21,368	39,504	27,252
Effect on changes in exchange rates on cash balances in foreign currencies	(101)	72	(60)
Net change in cash and cash equivalents and restricted cash equivalents	$ 9,847	$ (17,073)	$ 17,848

Net Cash used in Operating Activities

During the years ended December 31, 2025, 2024 and 2023, net cash used in operating activities was $40.8 million, $36.6 million and $44.8 million, respectively, resulting from our net loss of $75.0 million, $53.5 million and $60.8 million, respectively, adjusted for stock-based compensation changes of $4.2 million, $7.3 million and $6.8 million, respectively, amortization of intangible assets of $10.5 million, $10.6 million and $10.6 million, respectively, goodwill impairment of $0.0 million, $0.0 million and $7.4 million, respectively, impairment of long-lived asset of $17.5 million, $0.0 million and $0.0 million, respectively, change in contingent earnout liability of $0 million, 0 million and ($4.5) million, respectively, non-cash charges of $(0.8) million, $0.2 million and $3.1 million, respectively, and changes in components of working capital of $2.8 million, ($1.1) million and ($7.4) million, respectively.

Net Cash provided by (used) in Investing Activities

During the years ended December 31, 2025, 2024 and 2023, net cash provided by (used in) investment activities was $29.4 million, $(20.1) million and $35.4 million, respectively. The increase in cash provided by investing activities during the year ended December 31, 2025, was primarily due to proceeds from the sale and maturities of marketable securities in the amount of $18.3 million, release of short-term deposits in the amount of $15.5 million, that was offset in part by purchase of property and equipment in the amount of $4.2 million.

Net Cash provided by Financing Activities

During the years ended December 31, 2025, 2024 and 2023, net cash provided by financing activities was $21.4 million, $39.5 million and $27.3 million, respectively, primarily due to proceeds from the issuance of ordinary shares and warrants, net of issuance costs, and from the issuance of ordinary shares upon exercise of options and warrants.

On November 23, 2025, we entered into a securities purchase agreement with a single institutional investor for the purchase and sale of 3,826,530 of the Company's ordinary shares at a purchase price of $3.92 per share, in a registered direct offering. The gross proceeds from the offering were approximately $15 million, before deducting placement agent fees and other offering expenses payable by the Company.

On June 7, 2024, we entered into the Sales Agreement with the Agents relating to the issuance and sale from time to time of our ordinary shares. In accordance with the terms of the Sales Agreement, we may offer and sell our ordinary shares having an aggregate offering price of up to $100 million from time to time through the Agents pursuant to the sales agreement. The Agents will be entitled to compensation at a commission rate of up to 2.5% of the aggregate gross proceeds from each sale of ordinary shares. As of December 31, 2025, we have raised $44.9 million net under the Sales Agreement.

On July 26, 2023, the Company raised $30 million in a registered direct offering by selling 2,142,858 of the Company's ordinary shares, together with warrants to purchase up to 2,142,858 ordinary shares at a combined purchase price of $14.00 per share. The net proceeds of the offering were approximately $27.1 million, excluding any proceeds that may be received upon the exercise of the warrants, after deducting placement agent fees and other offering expenses payable by the Company. The warrants have an exercise price of $19.00 per share, are exercisable immediately upon issuance and will expire five years from issuance. The Company accounted for the issued warrants as an equity in accordance with ASC 480-10, Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity.

Contractual Obligations

Our long-term contractual obligations mainly consist of our lease agreements for our offices and other facilities in Israel and the United States. For details regarding these lease agreements, see "Item 4. Information on the Company—D. Property, Plants and Equipment."

In addition, we have lease agreements for the lease of vehicles for certain of our employees in Israel, which are effective through March 2028.

As of December 31, 2025, we had non-current operating leases liabilities of $3.8 million. For additional details regarding our operating lease agreements, see Note 7 to our audited consolidated financial statements, which are included elsewhere in this annual report on Form 20-F.

Funding Requirements

We expect our expenses to increase in connection with our ongoing activities, particularly as we continue the commercialization of the Nanox systems following the clearances from the FDA to market the Nanox.ARC (including the Nanox.CLOUD) and the Nanox.ARC X as a stationary X-ray systems, our AI products and the resale of third parties' software in the U.S. market. and our research and development and improvement of the Nanox Systems. In addition, we incur additional costs associated with operating as a public company. Our expenses will also increase if, and as, we:

- seek regulatory approvals for any additional products;
- seek to discover and develop additional products;
- establish a manufacturing, sales, marketing, commercialization, medical affairs and distribution infrastructure to commercialize the Nanox Systems for which we may obtain marketing approval and intend to commercialize on our own or jointly;
- hire additional quality control and scientific personnel;
- expand our operational, financial and management systems and increase personnel, including personnel to support our clinical development, manufacturing and commercialization efforts and our operations as a public company;
- operate our manufacturing facility in South Korea for the purpose of manufacturing MEMs X-ray chips;
- maintain, expand and protect our intellectual property portfolio; and
- acquire or in-license other products and technologies.

Because of the numerous risks and uncertainties associated with manufacture, research, development, and commercialization of products, we are unable to estimate the exact amount of our working capital requirements. Our future funding requirements will depend on, and could increase significantly as a result of, many factors, including:

- the scope, progress, results and costs of researching and developing the Nanox Systems;
- the costs, timing and outcome of regulatory review of the Nanox.ARC and the Nanox.ARC X (including the Nanox.CLOUD);
- the costs of future activities, including product sales, medical affairs, marketing, manufacturing and distribution, for the Nanox Systems for which we receive marketing approval;
- commercial manufacturing, shipping, installation and deployment of the Nanox Systems and sufficient inventory to support commercial launch;
- the revenue received from commercial sale of the Nanox Systems;

- the cost and timing of hiring new employees to support our continued growth;
- the costs of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending intellectual property-related claims;
- the ability to establish and maintain collaborations on favorable terms, if at all;
- the costs incurred with respect to and the outcome of the securities and other litigations we are currently subject to and any similar or other claims, litigation and inquiries we may be subject to in the future; and
- the timing, receipt and amount of sales of the Nanox Systems.

A change in any of these or other variables with respect to the development of any of our products could significantly change the costs and timing associated with the development of that product. Further, our operating plans may change in the future, and we may need additional funds to meet operational needs and capital requirements associated with such operating plans.

We expect that we will need to obtain additional financing to implement our business plan such as the financing we consummated with institutional investors in November 2025 and the utilization of our Sales Agreement. Any inability to raise adequate funds on commercially reasonable terms could have a material adverse effect on our business, financial condition, results of operation and prospects.

To date, we have principally financed our operations through the sale of our ordinary shares. Nevertheless, management anticipates that our current cash and cash equivalents position and generating revenue will provide us limited financial resources for the near future to continue implementing our business strategy of further developing our products. Management plans to secure additional financing sources, including but not limited to the sale of our ordinary shares in future financings. There can be no assurance, however, that we will be successful in raising additional capital or that we will have net income from operations to fund our business plan for the near future or long term. On a preliminary unaudited basis, the Company estimates that its cash and cash equivalents net of a short-term bank loan to be approximately $35.0 million as of the date of issuance of this Annual Report. These conditions raise substantial doubt about the Company's ability to continue as a going concern as of December 31, 2025. Until such time, if ever, as we can generate substantial product revenue, we expect to finance our cash needs through a combination of public or private equity offerings, debt financings, collaborations, strategic partnerships or marketing, distribution or licensing arrangements with third parties. Therefore, we anticipate that our business will require substantial additional investments that have not yet been secured. We are continuing in the process of fund raising in the private equity and capital markets as the Company will need to finance future activities. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest may be materially diluted, and the terms of such securities could include liquidation or other preferences that adversely affect your rights as an ordinary shareholder. Debt financing and preferred equity financing, if available, may involve agreements that include restrictive covenants that limit our ability to take specified actions, such as incurring additional debt, making capital expenditures or declaring dividends. In addition, debt financing would result in increased fixed payment obligations.

If we raise funds through collaborations, strategic partnerships or marketing, distribution or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs or products or grant licenses on terms that may not be favorable to us.

If we are unable to raise additional funds when needed, we may be required to delay, reduce or eliminate our product development or future commercialization efforts, or grant rights to develop and market products that we would otherwise prefer to develop and market ourselves.

C. Research and Development, Patents and Licenses, etc.

Research and Development Expenses

Research and development expenses are charged to the statement of operations as incurred and consist primarily of personnel, materials and supplies for research and development activities. See "Item 5. Operating and Financial Review and Prospects—A. Operating Results—Critical Accounting Policies and Significant Judgments and Estimates—Research and Development Expenses."

Intellectual Property

As of March 31, 2026, we and our subsidiaries had 31 issued patents and 7 pending patent applications in the United States. We also had 5 issued patents and 1 pending patent application in Israel, 3 issued patent and 4 pending patent applications in the European Patent Office, 1 granted Germany Utility Model, 3 issued patents in China, 3 issued patents in Korea and 2 issued patents in Hong Kong. Our issued patents generally expire between the years 2032 and 2041, and some are directed to various features and combinations of features of the Nanox.ARC, the Nanox.ARC X and the others for AI and teleradiology. We also have 4 trademarks registered in the United States, 9 trademarks registered in Israel, 1 trademark registered in China, 1 trademark registered in India, 2 trademark registered in Japan, 3 trademarks registered in the European Union, 3 trademarks registered in Great Britain and 3 International trademarks.

We intend to continue filing for patents on new technologies as they are developed and to actively pursue any infringement upon our patents. We believe that our know-how and trade secrets represent de facto barriers to potential competition.

D. Trend Information

We are an initial launch-stage company and cannot predict with any degree of accuracy the outcome of our research and development efforts. As such, we cannot predict with any degree of accuracy any significant trends, uncertainties or events that are reasonably likely to have a material effect on our net loss, liquidity or capital resources, or cause financial information to not be indicative of future operating results or financial condition. However, to the extent possible, certain trends, uncertainties, demands, commitments and events are described in this "Item 5. Operating and Financial Review and Prospects."

E. Critical Accounting Estimates

We have provided a summary of our significant accounting policies, estimates and judgments in Note 2 to our consolidated financial statements. The following critical accounting estimates discussion pertain to accounting policies management believes are most critical to the portrayal of our historical financial condition and results of operations and that require significant, difficult, subjective or complex judgments.

The Company regularly reviews its accounting estimates and assumptions to determine whether any should be disclosed as critical accounting estimates or whether sensitivities should be updated for those critical accounting estimates already disclosed. The preparation of financial statements in accordance with GAAP requires management to make certain estimates and assumptions based on our historical experience and on various other assumptions which we believe to be reasonable under the circumstances. Because of the uncertainty inherent in these matters, actual results could differ materially from the estimates we use in applying these policies.

Goodwill

Goodwill reflects the excess of the consideration transferred plus the fair value of any non-controlling interest in the acquiree at the business combination date over the fair values of the identifiable net assets acquired. Goodwill is an asset representing the future economic benefits arising from other assets acquired in a business combination that are not individually identified and separately recognized. We allocate goodwill to our reporting units based on the reporting unit expected to benefit from the business combination. The primary items that generate goodwill include the value of the synergies between the acquired companies and the Company and the acquired assembled workforce, neither of which qualifies for recognition as an intangible asset. ASC 350 allows an entity to first assess qualitative factors to determine whether a quantitative goodwill impairment test is necessary. Further testing is only required if the entity determines, based on the qualitative assessment, that it is more likely than not that a reporting unit's fair value is less than its carrying amount. Otherwise, no further impairment testing is required. Examples of events or circumstances that may be indicative of impairment include but are not limited to: macroeconomic and industry conditions, overall financial performance and adverse changes in legal, regulatory, market share and other relevant entity specific events. An entity has the option to bypass the qualitative assessment for any reporting unit in any period and proceed directly to the quantitative goodwill impairment test. This would not preclude the entity from performing the qualitative assessment in any subsequent period. The quantitative assessment compares the fair value of the reporting unit to its carrying value, including goodwill.

We determine the fair value of our reporting units using a discounted cash flow model, which utilizes key assumptions such as projected revenues, cost of revenues and operating expenses. These assumptions were determined by management utilizing our internal operating plan, growth rates for revenues and operating expenses and margin assumptions. An additional key assumption under this approach is the discount rate, based on the weighted average cost of capital, which is adjusted for current risk-free rates of capital, current market interest rates, and the evaluation of a risk premium relevant to the business segment.

If our assumptions relative to revenue growth rates, cost of revenues and operating expenses were to change, our fair value calculation may change, which could result in impairment. If our assumptions relative to the discount rate and the evaluation of risk premium growth rates were to change, our fair value calculation may change, which could result in impairment. Management uses the income approach to determine the fair value of the reporting units because it considers the anticipated future financial performance of the reporting units. Accordingly, changes in the assumptions described above could have a material impact on our consolidated results of operations.

Our goodwill is tested for impairment at least on an annual basis, on the last day of the fourth quarter of the fiscal year and whenever events or changes in circumstances indicate the carrying value of a reporting unit may not be recoverable. When necessary, we record charges for impairments of goodwill for the amount by which the carrying amount of the respective reporting unit exceeds its fair value. However, the loss recognized should not exceed the total amount of goodwill allocated to that reporting unit.

The goodwill is assigned to the reporting units of the AI Solutions segment (which was recorded in the acquisition of Nanox AI) and the Radiology Services segment (which was recorded in the acquisition of USARAD). The carrying value of each reporting unit is determined by assigning the assets and liabilities, including the existing goodwill, to those reporting units.

Goodwill impairment assessment for the year ended December 31, 2023

AI solutions reporting unit

During 2023, in light of triggering events arising from the increase of the discount rate and changes in our estimates as a result of business specific considerations, we performed a quantitative interim assessment for goodwill impairment for our AI solutions reporting unit. The amount of goodwill assigned to the AI solutions reporting unit on the interim testing date was $0.4 million. When evaluating the fair value of the AI solutions reporting unit under the income approach, we used a discounted cash flow model which utilized Level 3 measures that represent unobservable inputs. Key assumptions used to determine the estimated fair value include: (a) internal cash flows forecasts for 7 years following the assessment date, including expected revenue growth, costs to sales and operating expenses; (b) an estimated terminal value using a terminal year long-term future growth rate of 3.0% determined based on the growth prospects of the reporting unit; and (c) a discount rate of 22.7% which reflects the weighted-average cost of capital adjusted for the relevant risk associated with the AI solutions reporting unit's operations and the uncertainty inherent in our internally developed forecasts. Specifically, as part of our interim impairment test, in making the assumptions mentioned in clauses (a) and (b) above, we considered (1) the efforts and time required for the AI solutions reporting unit to achieve financial stability, (2) its estimate that it would take approximately one year for such unit to generate any material revenue and two years to achieve profitability; and (3) its estimate that it would take longer than we originally expected for such unit to generate material revenues, gross profit, and positive operating cash flows, especially from its population health applications.

As a result of the impairment assessment, we concluded that the fair value of the AI solutions reporting unit decreased below its carrying value and therefore we recorded a goodwill impairment charge of $365 thousand. As a result, the goodwill assigned to the AI solutions reporting unit was fully impaired.

Radiology services reporting unit

During 2023, in light of triggering events arising from the increase of the discount rate and changes in our estimates as a result of business specific considerations, we performed a quantitative interim assessment for goodwill impairment for our radiology services reporting unit. The amount of goodwill assigned to the AI solutions reporting unit on the interim testing date, which had not changed from the amount assigned to such unit on the acquisition date, was $7.1 million. When evaluating the fair value of the Radiology services reporting unit under the income approach, we used a discounted cash flow model which utilized Level 3 measures that represent unobservable inputs. Key assumptions used to determine the estimated fair value include: (a) internal cash flows forecasts for 8 years following the assessment date, including expected revenue growth, costs to sales and operating expenses; (b) an estimated terminal value using a terminal year long-term future growth rate of 3.0% determined based on the growth prospects of the reporting unit; and (c) a discount rate of 27.9% which reflects the weighted-average cost of capital adjusted for the relevant risk associated with the Radiology services reporting unit's operations and the uncertainty inherent in our internally developed forecasts. Specifically, as part of our interim impairment test, in making the assumptions mentioned in clauses (a) and (b) above, we considered (1) the efforts and time required for the Radiology services reporting unit to achieve financial stability, (2) its estimate that it would take approximately one year for such unit to generate any material revenue and two years to achieve profitability; and (3) its estimate that it would take longer than we originally expected for such unit to generate material revenues, gross profit, and positive operating cash flows, especially from its population health applications.

As a result of the impairment assessment, we concluded that the fair value of the Radiology services reporting unit decreased below its carrying value and therefore we recorded a goodwill impairment charge of $7,055 thousand. As a result, the goodwill assigned to the Radiology services reporting unit was fully impaired.

Impairment of Long-Lived Assets

Our long-lived assets, such as property, plant and equipment, operating lease right-of-use asset and identifiable intangible assets, are reviewed for potential impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Impairment indicators which could trigger an impairment may include, among others, any significant changes in the manner of our use of the assets or the strategy of our overall business, certain reorganization initiatives, significant negative industry or economic trends or when we conclude that it is more likely than not that an asset will be disposed of or sold.

The recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset with the future undiscounted cash flows expected to be generated by such assets. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets.

This measurement includes significant estimates and assumptions inherent in the estimate of the fair value of identifiable intangible assets and property and equipment such as assumptions associated with forecasting profitability, including operational margins and capital expenditures. Accordingly, changes in the assumptions described above could have a material impact on our consolidated results of operations.

As further described under Note 6 in the financial statements, in the fourth quarter of 2025, we recorded a non-cash impairment charge of $17,528 in respect of the chip production line in Korea. This charge was recorded under "Impairment of long-lived assets" line item in the consolidated statements of operations and comprehensive income (loss). During 2024 and 2023, we did not record any impairment charge related to our definite life intangible assets.

Legal and Other Contingencies

We are involved in claims and other legal proceedings that arise from time to time in the ordinary course of business. We record accruals for these types of contingencies to the extent that we conclude their occurrence is probable and that the related liabilities are estimable. When accruing these costs, we recognize an accrual in the amount within a range of loss that is the best estimate within the range. When no amount within the range is a better estimate than any other amount, we accrue the minimum amount within the range. We record anticipated recoveries under existing insurance contracts that are virtually certain of occurring at the gross amount that is expected to be collected. Management applies the guidance in ASC 450-20-25 when assessing losses resulting from contingencies. If the assessment of a contingency indicates that it is probable that a material loss would be incurred and the amount of the liability can be estimated, then the Company records an accrued expense in the Company's consolidated financial statements based on its best estimate. Loss contingencies considered by management to be remote are generally not disclosed unless material.

We review the adequacy of the accruals on a periodic basis and may determine to alter our reserves at any time in the future if we believe it would be appropriate to do so. As such accruals are based on management's judgment as to the probability of losses and, where applicable, actuarially determined estimates, accruals may materially differ from actual verdicts, settlements or other agreements made with regards to such contingencies. Litigation outcomes and contingencies are unpredictable and excessive verdicts can occur. Accordingly, management's assessments involve complex judgments concerning future events and often rely heavily on estimates and assumptions.

The Company entered into a term sheet on April 28, 2023, to settle all shareholder class action litigation related to the McLaughlin Action and the consolidated White Action. On June 2, 2023, the Company entered into a formal settlement agreement to settle the McLaughlin Action and the consolidated White Action for $8 million. On October 31, 2023, Magistrate Judge Kuo preliminarily approved the settlement. Due to the settlement agreement, during December 2023 the Company deposited $5 million and the D&O insurance carrier deposited $3 million in a trust account in connection with the settlement agreement. On February 15, 2024, the court held a final approval hearing, during which she requested that the parties submit updated settlement claims information by letter on or before February 29, 2024 for incorporation into a final report and recommendation. The parties submitted the letter on February 29, 2024, and on April 17, 2024, Magistrate Judge Kuo issued a report and recommendation recommending that Judge Kovner grant the motion for final approval of the settlement. On May 7, 2024, Judge Kovner entered an order adopting Magistrate Judge Kuo's report and recommendation and finally approving the settlement. On May 10, 2024, the judgment was entered, and the case was dismissed with prejudice.

On May 1, 2023, the Company received a notice alleging several causes of action, including breach of a consulting agreement between the plaintiff and Gibraltar Entity that was entered into in 2015. The plaintiff's demand from the Company is for the payment of approximately $1.26 million for unpaid consulting fees from the Gibraltar Entity and approximately $25 million connection with his claimed entitlement to securities in the Gibraltar Entity.

On or about December 21, 2023, a claim was filed in Israel against the Company, the Gibraltar Entity, and the late Mr. Ran Poliakine, based on allegations previously dismissed in the First Gibraltar Judgment. The Company submitted its statement of defense on September 15, 2024 and so did the estate of the late Mr. Ran Poliakine (the "Estate"). In its statement of defense, the Company reiterated its strong denial of the plaintiff's baseless claims and emphasizes that the Company was never a party to the consulting agreement with the plaintiff. In addition, the Company is not responsible for any potential liabilities of Gibraltar Entity, which is a separate legal entity. Furthermore, the plaintiff has no right to a bonus or consulting fees from the Gibraltar entity. Lastly, the Company stated there is no basis for piercing the corporate veil between the Gibraltar entity and the Company so as to attribute the acts or omissions or knowledge of the Gibraltar entity to the Company. The Company stated that it acted in good faith and that all its actions were conducted in a legal and proper manner. On April 5, 2024, the Gibraltar entity filed an amended claim and a request for an anti-suit injunction ("ASI") in Gibraltar against the plaintiff. On November 18, 2024, the Gibraltar court granted the Gibraltar entity's request and issued an ASI, preventing the plaintiff from continuing to pursue the present claim against the Gibraltar entity in Israel. As a result, the dispute between the plaintiff and the Gibraltar entity will be adjudicated before the Gibraltar court, in accordance with Gibraltar law. In January 2025, the plaintiff filed a new claim against the Company with the Gibraltar court, which was dismissed due to procedural defects. The plaintiff filed an additional claim against the Company, which was served on the Company on December 25, 2025. The Company decided not to contest the jurisdiction of the Gibraltar court and consent to the Gibraltar Jurisdiction, and will therefore submit a statement of defense in Gibraltar court. In light of the above, on February 1, 2026, the plaintiff filed with the court in Israel a motion seeking to dismiss the claim submitted against the Company in Israel and thereby close the proceedings in Israel. The Company has submitted its response to the motion, together with a request for an award of costs, on April 26, 2026, in which it argued that there was no basis to file the claim against it in the first place, as its adjudication is contingent upon a prior determination of the date of termination of the engagement between the Plaintiff and Gibraltar Entity, before the court in Gibraltar, and only thereafter, to the extent it is determined that a breach occurred (which is denied), could the claims against the Company, which are wholly denied, be addressed.

On December 11, 2025, we received a letter from a shareholder detailing certain purported concerns and allegations relating to representations made during negotiations regarding a certain asset transaction. On April 19, 2026, we entered into a settlement agreement with said shareholder, pursuant to which the alleging shareholder, on its own behalf and on behalf of its shareholders, fully released us from any and all claims, including those mentioned in the shareholder's letter, claims relating to the asset transaction, and claims relating to the relationship with the shareholder and its affiliates and shareholders. In return for the release, and without admission of any liability, the Company agreed to issue to the shareholder 450,000 ordinary shares.

As of December 31, 2025, we accrued an amount of $1,260 thousand in connection with the above referenced complaint. The accrual was recorded against other expenses, net in the consolidated statements operations and comprehensive loss.

Income Tax

Valuation allowances are provided unless it is more likely than not that the deferred tax asset will be realized. In the determination of the appropriate valuation allowances, we consider future reversals of existing taxable temporary differences and the most recent projections of future business results that may enhance the likelihood of realization of a deferred tax asset. Assessments for the realization of deferred tax assets made at a given balance sheet date are subject to change in the future, particularly if our earnings or earnings of the subsidiaries are significantly higher or lower than expected, or if we take operational or tax positions that could impact the future taxable of our earnings or the subsidiaries earnings. Accordingly, changes in the assumptions described above could have a material impact on our consolidated results of operations.

Item 6. Directors, Senior Management and Employees

A. Directors and Senior Management

The following table sets forth information concerning our executive officers and directors, including their ages, as of April 30, 2026:

Name	Age	Position
Executive Officers		
Erez Meltzer	68	Chief Executive Officer, Acting Chairman of the Board
Ran Daniel*	58	Chief Financial Officer
James Dara	56	General Manager Source & Services Division
Ofir Koren	56	General Manager Nanox.ARC Division
Sharon Saban	51	General Manager Nanox.AI Division
Tamar Aharon Cohen	49	Executive Vice President and Chief Marketing Officer
Gali Yahav Attias	47	Chief Corporate Resources
Marina Gofman Feler	37	Chief Legal Officer
Non-Employee Directors		
Noga Kainan	71	Director
Dan Suesskind	82	Director
Erez Alroy	63	Director
Michael Jackman	67	Director
Nehama Ronen	64	Director

* As previously reported by us, effective July 31, 2026, Mr. Daniel will step down from his position as our Chief Financial Officer and will be succeeded in that role by Mr. Guy Nathanzon.

Executive Officers

Erez Meltzer has served as a member of our board of directors since December 2019, in January 2022, assumed the role of our Chief Executive Officer, and in June 2024 assumed the role of our Acting Chairman. Mr. Meltzer served as the Executive Chairman of the board of directors of Hadassah Medical and University Center from 2014 to 2020. Since 2008, Mr. Meltzer has served as a teaching professor at the Tel Aviv Faculty of Medicine in the area of crisis management. Mr. Meltzer served as Executive Vice Chairman and Chief Executive Officer of Gadot Chemicals & Shipping Group from 2009 to 2014. Prior to that, Mr. Meltzer served as Chief Executive Officer of Africa-Israel Ltd. from 2006 to 2007 and President and Chief Executive Officer of Netafim Ltd. from 2001 to 2006. Mr. Meltzer also served as Chief Executive Officer of Creo Scitex from 1996 to 2001. Mr. Meltzer serves as a director of Turpaz Industries Ltd. (TASE), Eltek Ltd. (NASDAQ) and Hadasit Bio Holdings Ltd. (TASE) as well as a director and chairman of a number of private companies.

Ran Daniel has served as our Chief Financial Officer since August 2021. Mr. Daniel has extensive experience working as a chief financial officer in both rapidly growing companies and publicly traded companies. Mr. Daniel served as the chief financial officer of the IDH Group from 2012 until 2014, the chief financial officer of Elie Tahari family office from 2014 to 2016, the chief financial officer of Blue Sphere Corporation from 2016 to 2018 and Chief Financial Officer at Cuentas from 2018 to 2023. Mr. Daniel is licensed as a Certified Public Accountant in the United States and Israel, Chartered Financial Analyst (CFA) and is admitted to practice law in the State of New York. Mr. Daniel holds a Bachelor of Economics, a Bachelor of Accounting and an MBA in Finance from the Hebrew University of Jerusalem, as well as a Graduate Degree in Law from Bar Ilan University.

James Dara has served as our General Manager Source & Services Division since January 2022, after having served as our Chief Operating Officer beginning in January 2021. Prior to joining us, Mr. Dara served as President of myCharge from 2012 to 2020. Prior to myCharge, Mr. Dara served as Vice President of Business Development for Powermat Technologies Ltd. from 2009 to 2014 and as Interim CEO and Vice President of Business Development of Wellsense Technologies Ltd. from 2009 to 2015. From 2003 to 2009, Mr. Dara served as Chief Sales Officer, Senior Vice President and General Manager of North America for Braintech Inc. In addition, from 1998 to 2002, Mr. Dara served as a Sales Manager and Sales Engineer for ITW Shakeproof Group. Mr. Dara received his Bachelor of Science degree in Mechanical Engineering from Michigan State University, and his Master’s degree in Finance from Walsh University.

Ofir Koren has served as our General Manager Nanox.ARC Division since January 2022, after having served as our Chief Technology Officer beginning in January 2021. Prior to joining us, Mr. Koren served as General Manager Israel and Vice President of Research & Development and Regulatory Affairs at ReWalk Robotics from 2013 to 2021. From 2012 to 2013, Mr. Koren served as Research & Development Manager for ReWalk Robotics. Prior to ReWalk Robotics, Mr. Koren served as General Manager at RuggedCOM from 2009 to 2012. From 2007 to 2009, Mr. Koren served as Vice President of Research & Development at Alvarion. Mr. Koren served as Research & Development Director at Alvarion from 2004 to 2007. Mr. Koren received his Bachelor of Science degree in Electrical Engineering from Tel Aviv University, and he holds an M.B.A. degree from Heriot-Watt University.

Sharon Saban has served as Nanox AI's VP R&D from August 2022, commencing as of January 2023, as Nanox AI's Chief Operating Officer and commencing October 2025 as our General Manager of the AI division. Prior to joining us, Mr. Saban served as a Vice President of program management at Parallel Wireless between 2020 to 2022. From 2018 to 2020, Mr. Saban served as COO of Mantis Vision. Prior to Mantis Vision, Mr. Saban served as the Director for Business Development at Samsung Strategy and Innovation Center (SSIC) between 2015-2018. Prior to Samsung, Mr. Saban served as the VP R&D for Essence Group between 2008-2015. Mr. Saban received his Bachelor of Science degree in Electrical Engineering from Tel Aviv University.

Tamar Aharon Cohen has served as our Executive Vice President and Chief Marketing Officer since June 2022, after having served as our Chief Marketing Officer from January 2021. Prior to joining us, Ms. Aharon Cohen served as the Chief Executive Officer of Tempo Beverages Cyprus Ltd. from 2017 to 2021. Ms. Aharon Cohen served as a Division Manager and a Marketing Manager at Tempo Beverages Ltd. from 2010 to 2017. From 2006 to 2010, Ms. Aharon Cohen served as a Marketing Manager for L'Oréal Israel. Ms. Aharon Cohen holds a LLB degree, a B.A. degree in Management and an executive M.B.A. degree, all from Tel Aviv University.

Gali Yahav Attias has served as our Chief of Staff since December 2021, commencing May 2022, as our Chief of Staff and Vice President Corporate Resources and commencing April 2024 as our Chief of Corporate Resources. Ms. Yahav Attias first joined our company as project manager in August 2021. From 2007 to 2021, Ms. Yahav Attias served as the Executive Administrator as well as Secretary of the Board and the external audit committee and compliance officer of the Hadassah Medical and University Center. From 2014 to 2017, Ms. Yahav Attias also served as the executive liaison of the government recovery agreement implementation in Hadassah Medical Center. Ms. Yahav Attias holds a B.A. degree in Social Sciences and Humanities from the Open University of Ra'anana, Israel.

Marina Gofman Feler has served as our Chief Legal Officer since November 2022. Prior to that, Ms. Gofman Feler served as the General Counsel of CollPlant Biotechnologies Ltd. (NASDAQ), a publicly traded biotech company, from 2021 to 2022. Prior to that, Ms. Gofman Feler served as the Legal Counsel of CollPlant Biotechnologies Ltd. from 2018 to 2021. Prior to that, Ms. Gofman Feler served as an associate at Yaron-Eldar, Paller, Schwartz & Co., law offices, from 2015 to 2018. Ms. Gofman Feler holds a L.LB degree in Law and a B.A degree in Economics from Tel Aviv University.

Non-Employee Directors

Noga Kainan has served as a member of our board of directors since February 2021. Ms. Kainan established in 2008 the forum for owners, chairpersons and CEOs of the leading companies in the Israeli economy. Ms. Kainan also serves as chairperson of the CFO Forum, which brings together the CFOs of the leading companies in the economy, since she established it in 1997. Ms. Kainan's public activities include membership in committees in the Israeli Prime Minister's Office, member in the Board of Directors of Bar Ilan University as well as chairperson in DIVE, an AI startup for the psychological caregiving, and member of the board of an NGO for IDF soldiers' welfare. Ms. Kainan served as a director of the following companies traded on the Tel Aviv Stock Exchange: Bizportal Ltd., Poalim I.B.I – Managing & Underwriting Ltd. and Analyst Provident Funds Ltd. Ms. Kainan also served as director at Oil Refineries Ltd. before the company was listed on the Tel Aviv Stock Exchange. Ms. Kainan serves as director of a number of private companies. Ms. Kainan served as a representative at the International Association of Financial Executives Institutes (IAFEI). Ms. Kainan, co-authored the book "Israel – Island of success," published in Hebrew, English and Korean. Ms. Kainan has a bachelor's degree in art and literature from Haifa University and an MBA degree from Tel Aviv University.

Dan Suesskind has served as a member of our board of directors since February 2021. Mr. Suesskind served as the Chief Financial Officer of Teva Pharmaceutical Industries Ltd. ("Teva") from 1977 to 2008 and as a director of Teva for several periods of time until 2018. Mr. Suesskind is currently a director of Sanotize Research and Development Corp., Imed Infinity Medical Limited partnership (TASE) and The Jerusalem Foundation. Mr. Suesskind previously served as a director of the following companies: Israel Corporation Ltd., Redhill Biopharma Ltd., Syneron Medical Ltd., Migdal Ltd., Ness Technologies Inc., the First International Bank of Israel, First International Selective Investment – Portfolio Management Company Ltd., LanOptics Ltd., ESC Medical Systems and the Hadassah Medical Center in Jerusalem. Mr. Suesskind's public activities include membership in the Investment Committee of the Israeli Academy of Sciences and Humanities, Ben Gurion University and the Jerusalem Foundation. Mr. Suesskind is a member of the Board of Trustees of the Hebrew University of Jerusalem and of the Board of Trustees of the Ben Gurion University. Mr. Suesskind has a bachelor's degree in economics and political science from the Hebrew University of Jerusalem and an M.B.A. degree from the University of Massachusetts.

Michael Jackman has served as a member of our board of directors since June 2024. Mr. Jackman currently serves as the CEO of 3DR Labs since October of 2024, Mr. Jackman served as the chief operating officer of the Leidos (LDOS) health group from 2020 to 2024, overseeing the day-to-day operations of the Leidos Health Group to deliver a range of healthcare solutions and services. Prior to that, Mr. Jackman was the chief executive officer of Mach7 Technologies, from 2017 to 2019, a company which focused on modernizing enterprise imaging. In addition, Mr. Jackman was a senior executive at GE Healthcare from 2011 to 2017, serving as the Americas Region CEO for Healthcare Digital (HCIT) and as the General Manager for Enterprise Imaging and care delivery solutions. Prior to 2011, Mr. Jackman held leadership roles for Carestream Health (President HCIT), iSOFT Health Group (EVP Operations), and Eastman Kodak (CTO of Healthcare division) and lastly at IBM, where he started his career in hardware and software and held several leadership positions. Mr. Jackman serves as a director of a number of private companies. Mr. Jackman holds a BSEE in Electrical Engineering from University of Rhode Island, and an MBA in Business Administration from Nova University.

Erez Alroy has served as a member of our board of directors since June 2022. Mr. Alroy was part of the founders of SHL Telemedicine (SIX: SHLTN) and for more than 20 years served in various positions in the SHL Telemedicine group, including 15 years as its Chief Executive Officer. From 2014 and until 2020, Mr. Alroy was a major shareholder and the chairman of Migvan Engineering and Technology. Mr. Alroy previously served in various board positions, including SHL Telemedicine Ltd. and Merhavia Holdings and Investments Ltd. (TASE), an investment firm that invests mainly in life science and healthcare companies. Mr. Alroy is also a director of Ayelet, the National Federation of Non-Olympic Sport. Mr. Alroy holds an MBA degree from the Hebrew University of Jerusalem.

Nehama Ronen has served as a member of our board of directors since December 2023. Prior to that Ms. Ronen served as the Director General of the Israeli Ministry of Environmental Protection (during the years 1996-1999) and as a member of the Israeli Knesset (during the years 2001-2003). Since 2004, Ms. Ronen has served as the Chairperson of Maman Cargo Terminals & Handling Ltd., Israel's largest and leading logistic company. From 2005-2019, Ms. Ronen served as Executive Chairperson of ELA Recycling Corporations. Ms. Ronen has served on the board of directors, of Dan Public Transportation since 2020 and of Trendlines Group (which invests in innovations in agrifood technologies and MedTech) since 2022. Previously, Ms. Ronen served as a director of Tamar Petroleum Ltd. (during the years 2017-2026), on the board of directors of Bank Hapoalim (during the years 2010-2015), SHL Telemedicine (during the years 2007-2016) Trucknet Enterprise Ltd. (during the years 2022-2023). Ms. Ronen also previously served as a member of the board of directors of Oil Refineries Ltd., where she also served as the chairperson of its environmental committee and a member of its audit and corporate governance committees (during the years 2008-2011). Ms. Ronen's civic activities include participating in a number of advisory boards of major Israeli academic institutions. Ms. Ronen holds a B.A. degree in Education and History from Tel Aviv University and Beit Berl Collage and an M.A. degree in Public Management from Haifa University.

B. Compensation

The aggregate compensation, including share-based compensation, paid or expensed by us to our executive officers and directors for the year ended December 31, 2025 was approximately $7.4 million.

The table below sets forth the salary expenses and social benefit costs of our five most highly compensated office holders (as defined in the Companies Law) during or with respect to the year ended December 31, 2025. We refer to the five individuals for whom disclosure is provided herein as our "Covered Executives." For purposes of the table and the summary below, "compensation" includes base salary, bonuses, equity-based compensation, retirement or termination payments, and any benefits or perquisites such as car, phone and social benefits, as well as any undertaking to provide such compensation in the future.

	Information Regarding the Covered Executive[1]				
Name and Principal Position [2]	Base Salary	Benefits and Perquisites[3]	Variable Compensation[4]	Equity-Based Compensation[5]	Total
Erez Meltzer, Chief Executive Officer and Acting Chairman	900,000	310,662	112,500	771,707	2,094,689
Ofir Koren, General Manager of the Nanox.ARC Division	271,073	100,190	53,085	151,979	576,327
Tamar Aharon Cohen, EVP and Chief Marketing Officer	225,894	86,276	41,414	252,124	605,708
Ran Daniel, Chief Financial Officer	413,000	65,281	63,800	298,191	840,272
James Dara, General Manager of Source and Services Division	320,000	42,046	61,000	252,588	675,634

(1) In accordance with Israeli law, all amounts reported in the table are in terms of cost to our Company, as recorded in our financial statements for the year ended December 31, 2025.

(2) Cash compensation amounts denominated in currencies other than the U.S. dollar were converted into U.S. dollars at the average conversion rate for the year ended December 31, 2025.

(3) Amounts reported in this column include benefits and perquisites, including those mandated by applicable law. Such benefits and perquisites may include, to the extent applicable to each executive, payments, contributions and/or allocations for pension, severance, vacation, car or car allowance, convalescence pay, payments for social security, tax gross-up payments and other benefits and perquisites consistent with our guidelines, regardless of whether such amounts have actually been paid to the executive.

(4) Amounts reported in this column refer to Variable Compensation such as incentives and earned or paid bonuses as recorded in our financial statements for the year ended December 31, 2025.

(5) Amounts reported in this column represent the expense recorded in our financial statements for the year ended December 31, 2025 with respect to equity-based compensation, reflecting also equity awards made in previous years which have vested during the current year. Assumptions and key variables used in the calculation of such amounts are described in Note 11 to our audited consolidated financial statements, which are included elsewhere in this annual report on Form 20-F.

We pay each of our non-employee directors a cash fee of $43,000 per year plus an additional annual fee for service on a board committee of $9,000 per each committee (or $18,000 for the chairperson of a committee) to be paid in four equal, quarterly installments.

During the year ended December 31, 2025, our directors and officers were granted a total of 87,720 RSUs. As of December 31, 2025, 1,283,597 RSUs were granted to our executive officers and directors under our 2019 Equity Incentive Plan, at a weighted average exercise price of $23.99, granted under the 2019 Equity Incentive Plan, were outstanding.

It is being noted that Mr. Meltzer is not compensated for his role as acting chairperson.

Directorship Agreements

We previously entered into directorship agreements with certain of our directors in connection with their initial nomination to our board of directors. There are currently no arrangements or understandings between us, on the one hand, and any of our directors, on the other hand, providing for benefits upon termination of their service as directors of our Company; however, our agreement with Mr. Erez Meltzer, our Chief Executive Officer and Chairman, provides for benefits upon termination of his service as Chief Executive Officer, as described below.

Employment Agreements

We have entered into written agreements with all of our current executive officers. These agreements provide for notice periods of varying duration for termination of the agreement by us or by the relevant executive officer, during which time the executive officer will continue to receive base salary and benefits. These agreements also contain customary provisions regarding non-competition, confidentiality of information and assignment of inventions. However, the enforceability of the non-competition provisions may be limited under applicable law. See "Item 3. Key Information—D. Risk Factors—Risks Related to Employee Matters—Under applicable employment laws, we may not be able to enforce covenants not to compete and therefore may be unable to prevent our competitors from benefitting from the expertise of some of our former employees" for a further description of the enforceability of non-competition clauses.

We entered into an employment agreement with Mr. Meltzer, who has served as a director since December 2019, in connection with his appointment as our Chief Executive Officer, effective as of January 1, 2022. Under the agreement, Mr. Meltzer is entitled to a gross annual salary of $900,000. In addition, Mr. Meltzer is entitled to an annual bonus (discretionary and based on measurable criteria) of $900,000, with a guaranteed bonus of at least $450,000 for the 2022 fiscal year if his employment is continued through the entire fiscal year, with the possibility to withdraw an advance payment on account of the 2022 annual bonus, subject to recourse (clawback) for any amount of the 2022 annual bonus that is not earned in excess of the guaranteed portion of the 2022 annual bonus. Accordingly, in 2022, Mr. Meltzer withdrew an advance payment in the amount of $700,000 on account of his 2022 annual bonus, subject to resource (clawback) as described. Under the agreement, we and Mr. Meltzer are required to provide six months' prior notice of employment termination (except for "Cause" as defined in his employment agreement, in which case no prior notice will be required). If we terminate Mr. Meltzer's employment and waive his obligation to perform services during the notice period, Mr. Meltzer will be entitled to receive payments of his base salary, social benefits and a company car in lieu of notice for the waived period, up to the full notice period for an immediate termination. In connection with his appointment as our Chief Executive Officer, we granted Mr. Meltzer options to purchase 300,000 ordinary shares at an exercise price of US$23.84 (which may be by way of a cashless exercise mechanism) under our 2019 Equity Incentive Plan. The options vest over a period of four years, such that 25% of the options vested on the first anniversary of the date of grant and thereafter, the options vest equally on a quarterly basis, subject to the continuous engagement by us at each vesting date. These options will have full acceleration in case of consummation of an M&A Transaction (as such term is defined under our 2019 Equity Incentive Plan). In addition, Mr. Meltzer was granted options to purchase 150,000 ordinary shares at an exercise price of US$11.52, which shall vest over a period of four (4) years commencing on April 16, 2024, with one sixteenth of such options vesting at the end of each subsequent three-month period following the grant, and 50,000 RSUs, which shall vest after a period of six (6) months commencing on April 16, 2024. The above equity compensation is in addition to Mr. Meltzer's equity compensation as a director. Mr. Meltzer does not receive additional cash compensation as a director.

Equity Incentive Plan

On September 3, 2019, we adopted the 2019 Equity Incentive Plan and its U.S. sub-Plan (the "2019 Equity Incentive Plan"). The 2019 Equity Incentive Plan is intended to afford an incentive to any of our and our affiliates' employees, directors, officers, consultants, advisors and any other person or entity who provides services to us, to continue as service providers, to increase their efforts on our and our affiliates' behalf and to promote our success, by providing such persons with opportunities to acquire a proprietary interest in us. The U.S. sub-Plan applies to our and any of our affiliates' employees, directors, officers, consultants, advisors and any other person or entity who provides services to us who are subject to United States federal income tax.

We may issue under the 2019 Equity Incentive Plan and its U.S. sub-Plan up to 10,345,830 of our ordinary shares, subject to adjustment if particular capital changes affect our share capital or such other number as our board of directors may determine from time to time. Ordinary shares subject to outstanding awards under the 2019 Equity Incentive Plan and its U.S. sub-Plan that subsequently expire, or are cancelled, forfeited or terminated for any reason before being exercised will be automatically, and without any further action, returned to the share reserve under the 2019 Equity Incentive Plan and will again be available for grant.

For a description of our compensation policy, see "Item 6. Directors, Senior Management and Employees—C. Board Practices—Compensation Committee."

C. Board Practices

Board of Directors

Our board of directors currently consists of six directors. Four of our directors qualify as independent directors under the corporate governance standards of the Nasdaq corporate governance rules and the independence requirements of Rule 10A-3 of the Exchange Act.

Under our amended and restated articles of association, the number of directors on our board of directors will be no less than five and no more than ten. The minimum and maximum number of directors may be changed, at any time and from time to time, by vote of our shareholders.

Our directors are divided into three classes with staggered three-year terms. Each class of directors consists, as nearly as possible, of one-third of the total number of directors constituting the entire board of directors. At each annual general meeting of our shareholders, the election or re-election of directors following the expiration of the term of office of the directors of that class of directors will be for a term of office that expires on the third annual general meeting following such election or re-election. Each director holds office until the third annual general meeting of our shareholders and until his or her successor is duly appointed, unless the tenure of such director expires earlier pursuant to the Companies Law or unless removed from office as described below.

Our directors are divided among three classes as follows: the Class I directors, consisting of Erez Meltzer and Nehama Ronen, will hold office until our annual general meeting of shareholders to be held in 2027; the Class II directors, consisting of Erez Alroy and Noga Kainan, will hold office until our annual general meeting of shareholders to be held in 2028; and the Class III directors, consisting of Dan Suesskind and Michael Jackman will hold office until our annual general meeting of shareholders to be held in 2026.

Each of the directors shall be elected by a vote of the holders of a majority of the voting power present and voting at that meeting (excluding abstentions). Each director will hold office until the annual general meeting of our shareholders for the year in which his or her term expires, unless the tenure of such director expires earlier pursuant to the Companies Law or unless he or she is removed from office. Under our amended and restated articles of association, the approval of the holders of at least sixty-six and two-thirds percent or more of the votes cast by those shareholders voting in person or by proxy (including by voting deed) is required to remove any of our directors from office (excluding abstentions).

Under our amended and restated articles of association, our board of directors may appoint directors to fill vacancies on our board of directors, including if the number of directors is below the maximum number of directors who may serve as provided in our amended and restated articles, for a term of office equal to the remaining period of the term of office of the director(s) whose office(s) has been vacated, or in case of a vacancy due to the number of directors serving being less than the maximum number stated in our amended and restated articles, the board of directors shall determine at the time of appointment the class to which the additional director shall be assigned.

Under Israeli law, the chief executive officer or a relative of the chief executive officer of a public company may not serve as the chairman of the board of directors of the company and the chairman or a relative of the chairman may not be vested with the authority of the chief executive officer, in each case, unless approved by our shareholders by a special majority vote as discussed below with respect to the approval of director compensation, as required under the Companies Law. The shareholders' approval can be provided for a period of five years following an initial public offering, and subsequently, for additional periods of up to three years. In addition, a person who is subordinated, directly or indirectly, to the chief executive officer may not serve as the chairman of the board of directors; the chairman of the board of directors may not be vested with authorities that are granted to persons who are subordinated to the chief executive officer; and the chairman of the board of directors may not serve in any other position in the company or in a controlled subsidiary, but he or she may serve as a director or chairman of a controlled subsidiary. Prior to our initial public offering, we obtained our shareholders' approval that the late Mr. Ran Poliakine may have served as both our chairman of the board of directors and chief executive officer for a period of up to five years from the closing of our initial public offering. The late Mr. Poliakine retired from the position of Chief Executive Officer effective as of December 31, 2021 and continued to serve as non-executive chairman of our board of directors until his passing on January 12, 2024. On June 25, 2024, our shareholders approved the nomination of Mr. Erez Meltzer as the acting chairman of the board, following the board's determination that Mr. Meltzer is the right candidate to step into the position of the acting chairman and fill the vacancy created due to the passing of Mr. Poliakine.

In addition, under the Companies Law, our board of directors must determine the minimum number of directors who are required to have financial and accounting expertise. Under applicable regulations, a director with financial and accounting expertise is a director who, by reason of his or her education, professional experience and skill, has a high level of proficiency in and understanding of business accounting matters and financial statements. He or she must be able to thoroughly comprehend the financial statements of the company and initiate debate regarding the manner in which financial information is presented. In determining the number of directors required to have such expertise, the board of directors must consider, among other things, the type and size of the company and the scope and complexity of its operations. Our board of directors has determined that we require at least one director with the requisite financial and accounting expertise and that each of Noga Kainan and Dan Suesskind has such expertise.

There are no family relationships among any of our officers and directors.

External Directors

Under the Companies Law, companies incorporated under the laws of the State of Israel, whose shares are publicly traded, including companies with shares listed on the Nasdaq, are required to appoint at least two external directors within three months of the closing of the initial public offering. While we exceeded the three-month period, our shareholders approved the appointment of two external directors, Noga Kainan and Dan Suesskind as external directors in February 2021.

However, pursuant to regulations promulgated under the Companies Law, companies that do not have a controlling shareholder (within the meaning of the Companies Law) with shares traded on certain U.S. stock exchanges, including the Nasdaq Global Market, may, subject to certain conditions, "opt out" from the Companies Law requirements to appoint external directors and related Companies Law rules concerning the composition of the audit committee and compensation committee of the board of directors.

On March 28, 2022, in accordance with these regulations, our board of directors elected to "opt out" from the Companies Law requirement to appoint external directors and related Companies Law rules concerning the composition of the audit committee and compensation committee of the board of directors, effective as of March 31, 2022. Under these regulations, the exemptions from such Companies Law requirements will continue to be available to us so long as: (i) we do not have a "controlling shareholder" (as such term is defined under the Companies Law), (ii) our shares are traded on certain U.S. stock exchanges, including the Nasdaq Global Market, and (iii) we comply with the director independence requirements and the audit committee and compensation committee composition requirements under U.S. laws (including applicable Nasdaq rules) applicable to U.S. domestic issuers. Our directors who were previously designated as external directors, Noga Kainan and Dan Suesskind, continue to serve as "ordinary" (non-external) directors, as Class II and Class III directors, respectively, until the end of the term of their respective class.

Nominating Committee

Our nominating committee consists of Mr. Meltzer and Ms. Ronen. The responsibilities of the nominating committee include overseeing and assisting our board in reviewing and recommending nominees for election as directors and overseeing the assessment of the performance of the members of our board**.**

Audit Committee

Companies Law Requirements

In accordance with regulations promulgated under the Companies Law described above, on March 28, 2022, our board of directors elected to "opt out" from the Companies Law requirement to appoint external directors and related rules concerning the composition of the audit committee and compensation committee, effective as of March 31, 2022. Under such exemption, among other things, the composition of our audit committee must comply with the requirements of SEC and Nasdaq rules.

Nasdaq Listing Requirements

Under the Nasdaq corporate governance rules, we are required to maintain an audit committee consisting of at least three independent directors, all of whom are financially literate, none of whom has participated in the preparation of our or any of our subsidiary's financial statements at any time during the prior three years and one of whom has accounting or related financial management expertise.

In accordance with U.S. law and Nasdaq requirements, our audit committee is responsible for the appointment, compensation and oversight of the work of our independent auditors and for assisting our board of directors in monitoring our financial statements, the effectiveness of our internal controls and our compliance with legal and regulatory requirements.

Our audit committee currently consists of Noga Kainan, Dan Suesskind, Nehama Ronen, and Erez Alroy. Noga Kainan serves as chairperson of the audit committee. Our board of directors has determined, in its business judgment, that each of Noga Kainan and Dan Suesskind is an audit committee financial expert as defined by the SEC rules and has the requisite financial experience as defined by the Nasdaq corporate governance rules.

Each of the members of the audit committee is required to be "independent" as such term is defined in Rule 10A-3(b)(1) under the Exchange Act.

Audit Committee Role

Our board of directors has adopted an audit committee charter setting forth the responsibilities of the audit committee consistent with the rules of the SEC and the Nasdaq corporate governance rules, as well as the requirements for such committee under the Companies Law and other applicable Israeli laws, which include:

- recommending the retention and termination of our independent registered public accounting firm to the board of directors in accordance with Israeli law;
- recommending to the board of directors in accordance with Israeli law the appointment, compensation, retention and oversight of any accounting firm engaged for the purpose of preparing or issuing an audit report or performing other audit services;
- recommending the terms of audit and non-audit services to be provided by the independent registered public accounting firm for pre-approval by our board of directors;
- recommending the engagement or termination of the person filling the office of our internal auditor;
- reviewing with management and our independent directors our financial statements prior to their submission to the SEC;
- approval of certain transactions with office holders and controlling shareholders, as described below, and other related party transactions; and
- Supervision of the manner the Company implements the requirements of the Privacy Protection Law, 1981 and the Privacy Protection Regulations (Data Security), 2017.

Additionally, under the Companies Law, the role of the audit committee includes the identification of irregularities in our business management, among other things, by consulting with the internal auditor or our independent auditors and suggesting an appropriate course of action to the board of directors. The audit committee is also required to adopt procedures with respect to processing of employees' complaints in connection with deficiencies in the management of the company, and the appropriate means of protection afforded to such employees. In addition, the audit committee or the board of directors, as set forth in the articles of association of the company, is required to approve the yearly or periodic work plan proposed by the internal auditor, and where the board of directors approves such work plan, to examine such work plan before its submission to the board of directors and propose amendments thereto. The audit committee is required to assess the company's internal audit system and the performance of its internal auditor. The Companies Law also requires that the audit committee assess the scope of the work and compensation of the company's external auditor. In addition, the audit committee is required to determine whether certain related party actions and transactions are "material" or "extraordinary" for the purpose of the requisite approval procedures under the Companies Law and whether certain transactions with a controlling shareholder will be subject to a competitive procedure.

The audit committee charter states that in fulfilling its role the committee is empowered to conduct or authorize investigations into any matters within its scope of responsibilities.

Approval of Transactions with Related Parties

The approval of the audit committee is required to effect specified actions and transactions with office holders and controlling shareholders and their relatives, or in which they have a personal interest. The audit committee may not approve an action or a transaction with a controlling shareholder or with an office holder unless, among other things, at the time of approval the audit committee meets the composition requirements under the Companies Law.

The Companies Law requires that an office holder promptly disclose to the company and, in any event, not later than the board meeting at which the transaction is first discussed, any personal interest that he or she may have, and all related material information known to him or her concerning any existing or proposed transaction with the company. A personal interest includes an interest of any person in an act or transaction of a company, including a personal interest of one's relative or of a corporate body in which such person or a relative of such person is a 5% or greater shareholder, director or general manager or in which he or she has the right to appoint at least one director or the general manager, but excluding a personal interest stemming solely from one's ownership of shares in the company. A personal interest includes the personal interest of a person for whom the office holder holds a voting proxy or the personal interest of the office holder with respect to his or her vote on behalf of a person for whom he or she holds a proxy even if such shareholder has no personal interest in the matter.

If it is determined that an office holder has a personal interest in a non-extraordinary transaction, meaning any transaction that is in the ordinary course of business, on market terms and that is not likely to have a material impact on the company's profitability, assets or liabilities, approval by the board of directors is required for the transaction, unless the company's articles of association provide for a different method of approval. Any such transaction that is adverse to the company's interests may not be approved by the board of directors.

Approval first by the company's audit committee and subsequently by the board of directors is required for an extraordinary transaction (meaning, any transaction that is not in the ordinary course of business, not on market terms or that is likely to have a material impact on the company's profitability, assets or liabilities) in which an office holder has a personal interest.

A director and any other office holder who has a personal interest in a transaction which is considered at a meeting of the board of directors or the audit committee may generally (unless it is with respect to a transaction which is not an extraordinary transaction) not be present at such a meeting or vote on that matter unless a majority of the directors or members of the audit committee, as applicable, have a personal interest in the matter. If a majority of the members of the audit committee or the board of directors have a personal interest in the approval of such a transaction then all of the directors may participate in deliberations of the audit committee or board of directors, as applicable, with respect to such transaction and vote on the approval thereof and, in such case, shareholder approval is also required.

Certain disclosure and approval requirements apply under Israeli law to certain transactions with controlling shareholders, certain transactions in which a controlling shareholder has a personal interest and certain arrangements regarding the terms of service or employment of a controlling shareholder.

Compensation Committee

In accordance with regulations promulgated under the Companies Law described above, on March 28, 2022, our board of directors elected to "opt out" from the Companies Law requirement to appoint external directors and related rules concerning the composition of the audit committee and compensation committee, effective as of March 31, 2022.

Under the Nasdaq corporate governance rules, we are required to maintain a compensation committee consisting of at least two directors, each of whom is an independent director within the meaning of the Nasdaq corporate governance rules. Our compensation committee currently complies with the provisions of Nasdaq corporate governance rules relating to composition requirements.

The compensation committee currently consists of Dan Suesskind, Noga Kainan and Erez Alroy. Dan Suesskind serves as chairperson of the compensation committee.

Compensation Committee Role

In accordance with the Companies Law, the roles of the compensation committee are, among others, as follows:

- to recommend to the board of directors the compensation policy for directors and officers, and, once every three years, or five years from a company's initial public offering, to recommend to the board of directors, whether the compensation policy that had been approved should be extended for a longer period of time;
- to recommend to the board of directors updates to the compensation policy, from time to time, and examine its implementation;
- to decide whether to approve the terms of office and employment of directors and officers that require approval of the compensation committee; and
- to decide whether the compensation terms of the chief executive officer, which were determined pursuant to the compensation policy, will be exempted from approval by the shareholders because such approval would harm the ability to engage the chief executive officer.

In addition to the roles mentioned above, our compensation committee may also make recommendations to our board of directors regarding the awarding of employee equity grants.

Compensation Policy

In general, under the Companies Law, a public company must have a compensation policy that applies to its office holders approved by the board of directors after receiving and considering the recommendations of the compensation committee. In addition, the compensation policy, which must be approved at least once every three years, or five years after a company's initial public offering, requires the approval of the general meeting of the shareholders. In public companies such as our company, shareholder approval by a majority vote of the ordinary shares present and voting at a meeting of shareholders called for such purpose is required, provided that either: (i) such majority includes the majority of the votes of those shareholders who are non-controlling shareholders and shareholders who do not have a personal interest in the approval of the compensation policy, who voted at the meeting (excluding abstentions) or (ii) the total number of votes against the proposal among the shareholders mentioned in clause (i) does exceed 2% of the voting rights in the company. Under special circumstances, the board of directors may approve the compensation policy despite the objection of the shareholders on the condition that the compensation committee and then the board of directors decide, on the basis of detailed arguments and after discussing again the compensation policy, that approval of the compensation policy, despite the objection of the meeting of shareholders, is in the best interests of the company.

However, if a company initially offering its securities to the public, adopts a compensation policy in advance of its initial public offering, and describes the compensation policy in the prospectus relating to the offering, or adopts a compensation policy within nine months from the date the company becomes a public company, then the compensation policy is deemed a validly adopted policy in accordance with the Companies Law requirements described above and will be valid for a term of five years from the date such company becomes a public company.

The compensation policy must be based on certain considerations, include certain provisions and needs to reference certain matters as set forth in the Companies Law.

The compensation policy must serve as the basis for decisions concerning the financial terms of employment or engagement of office holders, including exculpation, insurance, indemnification or any monetary payment or obligation of payment in respect of employment or engagement. The compensation policy must relate to certain factors, including advancement of the company's objectives, business plan and long-term strategy, and creation of appropriate incentives for office holders. It must also consider, among other things, the company's risk management, size and the nature of its operations. The compensation policy must furthermore consider the following additional factors:

- the education, skills, experience, expertise and accomplishments of the relevant office holder;
- the office holder's position, responsibilities and prior compensation agreements with him or her;
- the ratio between the cost of the terms of employment of an office holder and the cost of the employment of other employees of the company, including employees employed through contractors who provide services to the company, in particular the ratio between such cost, the average and median salary of the employees of the company, as well as the impact of such disparities on the work relationships in the company;
- if the terms of employment include variable components — the possibility of reducing variable components at the discretion of the board of directors and the possibility of setting a limit on the exercise value of non-cash variable equity-based components; and
- if the terms of employment include severance compensation — the term of employment or office of the office holder, the terms of his or her compensation during such period, the company's performance during the such period, his or her individual contribution to the achievement of the company goals and the maximization of its profits and the circumstances under which the office holder is leaving the company.

The compensation policy must also include, with regard to variable components:

- with the exception of office holders who are subordinate to the chief executive officer, determining the variable components on long-term performance basis and on measurable criteria; however, the company may determine that an immaterial part of the variable components of the compensation package of an office holder shall be awarded based on non-measurable criteria, if such amount is not higher than three monthly salaries per annum while taking into account the office holder's contribution to the company;

- the ratio between variable and fixed components, as well as the limit of the values of variable components at the time of their grant.

- a condition under which the office holder will return to the company, according to conditions to be set forth in the compensation policy, any amounts paid as part of his or her terms of employment, if such amounts were paid based on information later to be discovered to be wrong, and such information was than re-presented in the company's financial statements;

- the minimum holding or vesting period of variable equity-based components, while taking into consideration long-term incentives; and

- a limit to retirement grants.

Our compensation policy was last approved by the board of directors and the shareholders on June 25, 2024, for a period of three years. Our compensation policy was designed to promote our objectives, business plan and long-term strategy, to create appropriate incentives to our office holders while taking into consideration the size and nature of operations of our Company as well as the competitive environment in which we operate. Our compensation policy is intended to incentivize superior individual excellence and to align the interests of our office holders with our long-term performance, and as a result, with those of our shareholders. To that end, a portion of an office holder compensation package is targeted to reflect both our short and long-term goals, the office holder's individual performance, as well as measures designed to reduce office holder's incentive to take excessive risks that may harm us in the long-term.

Pursuant to our compensation policy, the compensation that may be granted to an executive officer may include: base salary, annual bonuses and other cash bonuses (such as relocation/repatriation, signing and special bonuses), as well as equity-based compensation, retirement and termination of employment arrangements and other benefits. The cash bonuses that may be granted under the compensation policy are limited to a maximum amount linked to the executive officer's base salary.

Under the compensation policy, an annual cash bonus that may be awarded to executive officers (other than the chief executive officer) may be based on company, division, departmental, business unit, and individual objectives. Measurable performance objectives may be based on actual financial and operational results, personal objectives, operational objectives, project milestones objectives or investment in human capital objectives. We may also grant annual cash bonuses to executive officers (other than the chief executive officer) on a discretionary basis.

The compensation policy provides that the annual bonus awarded to our chief executive officer will be based on measurable performance objectives of the Company, subject to a minimum threshold. The measurable performance objectives will be determined annually by the compensation committee and the board of directors and will be based on actual financial and operational results, such as among others, revenues, sales, operating income, cash flow or the Company's annual operating plan and long-term plan.

The equity-based compensation under the compensation policy for our executive officers is consistent with the underlying objectives in determining the base salary and the annual cash bonus and designed to enhance the alignment between the executive officers' interests with the long-term interests of the Company and its shareholders and to promote our retention efforts. Equity-based awards may be granted from time to time in the form of options and/or other equity-based awards, such as restricted share units, in accordance with the 2019 Plan, as may be updated from time to time, will be structured to vest over several years in order to align such executive officers incentives with longer-term strategic plans of the Company, and will be individually determined and awarded according to the performance, role and the personal responsibilities of the relevant executive officer.

Under the compensation policy our executive officers may be granted with several cash and equity benefits upon or in connection with "Change of Control" or, where applicable, in the event of a Change of Control following which the employment of the executive officer is terminated or adversely adjusted in a material way. Our executive officers also may be granted with a non-compete grant upon the termination of their employment, the terms and conditions of which shall be decided by the board of directors.

The compensation policy contains compensation recovery (Clawback) provisions in the event of accounting restatement, which would allow the Company, under certain conditions, to recover bonuses or performance-based equity paid in excess of what would have been paid under the financial statements, as restated. The compensation policy also contains provisions that would enable our chief executive officer to approve any immaterial change in the terms of employment of other executive officers (provided that the changes of the terms of employment are in accordance with the compensation policy) and would allow the Company to exculpate, indemnify and insure our executive officers and directors subject to certain updated limitations set forth in the compensation policy.

The compensation policy also governs the compensation of our board of directors' members and provides that our non-employee directors may be entitled to an annual cash fee retainer, up to the limits set forth in the compensation policy. Our chairperson may also be entitled to an annual cash fee and annual bonus limited to a maximum amount as set forth in the compensation policy. In special circumstances, such as in the case of a professional director, an expert director or a director who makes a unique contribution to the Company, such director's compensation may be different than the compensation of all other directors and may be greater than the maximal cash fee retainer amount allowed in the compensation policy, subject to the approval of the Company's shareholders as required under the Companies Law.

Under the compensation policy, our non-executive directors and our chairperson may also be awarded annual equity-based compensation up to the applicable limits set forth in the compensation policy, as shall be determined from time to time and approved by the compensation committee, the board of directors and the Company's shareholders, which will be subject to a vesting schedule over several years. In addition, our directors will be entitled to reimbursement of expenses incurred in the performance of their duties to the Company.

It is being noted that Mr. Meltzer is not compensated for his role as acting chairperson.

Approval of Compensation of Directors and Executive Officers

Directors. Under the Companies Law, the compensation of our directors requires the approval of our compensation committee, the subsequent approval of the board of directors and, unless exempted under regulations promulgated under the Companies Law, the approval of the shareholders at a general meeting. If the compensation of our directors is inconsistent with our stated compensation policy, then those provisions that must be included in the compensation policy according to the Companies Law must have been considered by the compensation committee and board of directors, and shareholder approval will also be required, provided that:

- at least a majority of the shares held by all shareholders who are not controlling shareholders and do not have a personal interest in such matter, present and voting at such meeting, are voted in favor of the compensation package, excluding abstentions; or

- the total number of shares of non-controlling shareholders and shareholders who do not have a personal interest in such matter and who vote against the compensation package does not exceed two percent (2%) of the aggregate voting rights in the Company.

Executive officers other than the Chief Executive Officer. The Companies Law requires the approval of the compensation of a public company's executive officers (other than the chief executive officer) in the following order: (i) the compensation committee, (ii) the company's board of directors, and (iii) if such compensation arrangement is inconsistent with the company's stated compensation policy, the company's shareholders (by a special majority vote as discussed above with respect to the approval of director compensation), provided that the compensation committee and the board of directors members have considered those provisions that must be included in the compensation policy according to the Companies Law. However, if the shareholders of the company do not approve a compensation arrangement with an executive officer that is inconsistent with the company's stated compensation policy, the compensation committee and board of directors may override the shareholders' decision if each of the compensation committee and the board of directors provide detailed reasons for their decision after re-evaluation of the arrangement, including in view of the shareholders' objections.

An amendment to an existing arrangement with an office holder who is not the chief executive officer, or a director requires only the approval of the compensation committee, if the compensation committee determines that the amendment is not material in comparison to the existing arrangement. However, according to regulations promulgated under the Companies Law, an amendment to an existing arrangement with an office holder (who is not a director) who is subordinate to the chief executive officer shall not require the approval of the compensation committee if (i) the amendment is approved by the chief executive officer and the company's compensation policy provides that a non-material amendment to the terms of service of an office holder (other than the chief executive officer) may be approved by the chief executive officer and (ii) the engagement terms are consistent with the company's compensation policy.

Chief Executive Officer. Under the Companies Law, the compensation of a public company's chief executive officer is required to be approved by: (i) the company's compensation committee; (ii) the company's board of directors, and (iii) the company's shareholders (by a special majority vote as discussed above with respect to the approval of director compensation). However, if the shareholders of the company do not approve the compensation arrangement with the chief executive officer, the compensation committee and board of directors may override the shareholders' decision if each of the compensation committee and the board of directors provide a detailed report for their decision. The approval of each of the compensation committee and the board of directors should be in accordance with the company's stated compensation policy; however, in special circumstances, they may approve compensation terms of a chief executive officer that are inconsistent with such policy provided that they have considered those provisions that must be included in the compensation policy according to the Companies Law and that shareholder approval was obtained (by a special majority vote as discussed above with respect to the approval of director compensation). In addition, the compensation committee may waive the shareholder approval requirement with regards to the approval of the engagement terms of a candidate for the chief executive officer position, if they determine that the compensation arrangement is consistent with the company's stated compensation policy and that the chief executive officer candidate did not have a prior business relationship with the company or a controlling shareholder of the company and that subjecting the approval of the engagement to a shareholder vote would impede the company's ability to employ the chief executive officer candidate. In the event that the chief executive officer also serves as a member of the board of directors, his or her compensation terms as chief executive officer will be approved in accordance with the rules applicable to approval of compensation of directors.

Fiduciary Duties of Office Holders

The Companies Law codifies the fiduciary duties that office holders owe to a company. An office holder is defined in the Companies Law as a general manager, chief business manager, deputy general manager, vice general manager, any other person assuming the responsibilities of any of these positions regardless of such person's title, a director and any other manager directly subordinate to the general manager. Each person listed in the table under *"Management—Executive officers and directors"* is an office holder under the Companies Law.

An office holder's fiduciary duties consist of a duty of care and a duty of loyalty. The duty of care requires an office holder to act with the level of care with which a reasonable office holder in the same position would have acted under the same circumstances. The duty of care of an office holder includes a duty to use reasonable means, in light of the circumstances, to obtain:

- information on the business advisability of a given action brought for his or her approval or performed by him or her by virtue of his position; and
- all other important information pertaining to such action.

The duty of loyalty of an office holder requires an office holder to act in good faith and for the benefit of the company, and includes a duty to:

- refrain from any conflict of interest between the performance of his or her duties in the company and the performance of his or her other duties or personal affairs;
- refrain from any action that is competitive with the company's business;
- refrain from exploiting any business opportunity of the company to receive a personal gain for him or herself or others; and
- disclose to the company any information or documents relating to the company's affairs which the office holder has received due to his or her position as an office holder.

Under the Companies Law, a company may approve an act specified above which would otherwise constitute a breach of an office holder's duty of loyalty, provided that the office holder acted in good faith, neither the act nor its approval harms the company and the office holder discloses his or her personal interest a sufficient time before the approval of such act. Any such approval is subject to the terms of the Companies Law setting forth, among other things, the appropriate bodies of the company required to provide such approval.

Duties of Shareholders

Under the Companies Law, a shareholder has a duty to refrain from abusing his or her power in the company and to act in good faith and in a customary manner toward the company and other shareholders in exercising his or her rights and performing his or her obligations, including, among other things, in voting at general meetings of shareholders (and at shareholder class meetings) on the following matters:

- an amendment to the articles of association;
- an increase in the authorized share capital;
- a merger; and
- the approval of related-party transactions that require shareholder approval.

A shareholder also has a general duty to refrain from discriminating against other shareholders.

Certain shareholders also have a duty of fairness toward the company. These shareholders include any controlling shareholder, any shareholder who knows that he or she has the power to determine the outcome of a shareholder vote and any shareholder who has the power to appoint or prevent the appointment of an office holder of the company or any other power towards the company under the company's articles of association. The Companies Law does not define the substance of the duty of fairness, except to state that the remedies generally available upon a breach of contract will also apply in the event of a breach of the duty of fairness.

D. Employees

As of December 31, 2025, we had 197 employees, of which 114 employees are based in Israel, 52 employees are based in the United States, 28 employees are based in Korea and the balance in other areas. We have never experienced any employment-related work stoppages and believe our relationship with our employees is good. The following table sets out our total number of employees by function for the last three years.

Area of Activity	As of December 31, 2025	As of December 31, 2024
Cost of Revenue	31	22
General and Administrative	60	55
Research and Development	82	79
Sales and Marketing	24	9
Total	197	165

Our human capital resources objectives include, as applicable, identifying, recruiting, retaining, incentivizing and integrating our existing and new employees, advisors and consultants. The principal purposes of our equity and cash incentive plans are to attract, retain and reward personnel through the granting of stock-based and cash-based compensation awards, in order to increase shareholder value and the success of our company by motivating such individuals to perform to the best of their abilities and achieve our objectives.

E. Share Ownership

For information regarding the beneficial ownership of our ordinary shares by our directors and executive officers, see "Item 7. Major Shareholders and Related Party Transactions—A. Major Shareholders."

F. Disclosure of a Registrant's Action to Recover Erroneously Awarded Compensation

Not Applicable.

Item 7. Major Shareholders and Related Party Transactions

A. Major Shareholders

The following table sets forth information with respect to the beneficial ownership of our ordinary shares as of April 27, 2026 by:

- each person or entity known by us to own beneficially more than 5% of our outstanding ordinary shares;
- each of our directors and executive officers; and
- all of our directors and executive officers as a group.

The beneficial ownership of our ordinary shares is determined in accordance with the rules of the SEC. Under these rules, a person is deemed to be a beneficial owner of a security if that person has or shares voting power, which includes the power to vote or to direct the voting of the security, or investment power, which includes the power to dispose of or to direct the disposition of the security. In determining beneficial ownership percentages, we deem ordinary shares that a shareholder has the right to acquire, including the ordinary shares issuable pursuant to options or warrants that are currently exercisable or exercisable or RSUs that vest within 60 days of April 27, 2026, if any, to be outstanding and to be beneficially owned by the person with such right to acquire additional ordinary shares for the purposes of computing the percentage ownership of that person, but we do not treat them as outstanding for the purpose of computing the percentage ownership of any other person. The percentage of ordinary shares beneficially owned is based on 69,590,228 ordinary shares outstanding as of December 31, 2025.

We have no knowledge of any corporation or other natural or legal person owning a significant interest in the Company.

Except where otherwise indicated, we believe, based on information furnished to us by such owners, that the beneficial owners of the ordinary shares listed below have sole investment and voting power with respect to such shares.

None of our shareholders have different voting rights from other shareholders. To the best of our knowledge, we are not owned or controlled, directly or indirectly, by another corporation or by any foreign government. We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company.

Unless otherwise noted below, the address for each beneficial owner is c/o Ofer Tech Park, 94 Shlomo Shmeltzer Road, Petach Tikva, Israel 4970602.

	Shares Beneficially Owned	
Name of Beneficial Owner	**Number**	**Percentage**
Executive Officers		
Erez Meltzer(1)	474,776	*
Ran Daniel (2)	89,346	*
James Dara (3)	174,618	*
Ofir Koren (4)	169,892	*
Tamar Aharon Cohen (5)	118,868	*
Gali Yahav Attias (6)	68,722	*
Marina Gofman Feler (7)	62,187	*
Sharon Saban (8)	13,958	*
		%
Directors		
Erez Meltzer (1)	474,776	*
Noga Kainan (9)	76,757	*
Dan Suesskind (10)	75,693	*
Erez Alroy (11)	60,229	*
Michael Jackman (12)	24,333	*
Nehama Ronen (13)	33,000	*
All directors and executive officers as a group (15 persons)	1,446,649	2.04%

* Amount represents less than 1% of outstanding ordinary shares.

(1) Represents (i) 60,584 ordinary shares, and (ii) options to purchase 414,192 ordinary shares exercisable within 60 days of April 27, 2026.

(2) Represents (i) 6,950 ordinary shares, and (ii) options to purchase 82,396 ordinary shares currently exercisable or exercisable within 60 days of April 27, 2026.

(3) Represents options to purchase 174,618 ordinary shares currently exercisable or exercisable within 60 days of April 27, 2026.

(4) Represents (i) 20,000 ordinary shares, and (ii) options to purchase 149,892 ordinary shares currently exercisable or exercisable within 60 days of April 27, 2026.

(5) Represents (i) 20,000 ordinary shares, and (ii) options to purchase 98,868 ordinary shares currently exercisable or exercisable within 60 days of April 27, 2026.

(6) Represents (i) 20,000 ordinary shares, and (ii) options to purchase 35,020 ordinary shares currently exercisable or exercisable within 60 days of April 27, 2026.

(7) Represents (i) 20,000 ordinary shares, and (ii) options to purchase 42,187 ordinary shares currently exercisable or exercisable within 60 days of April 27, 2026.

(8) Represents options to purchase 13,958 ordinary shares currently exercisable or exercisable within 60 days of April 27, 2026.

(9) Represents (i) 5,502 ordinary shares, and (ii) options to purchase 71,255 ordinary shares currently exercisable or exercisable within 60 days of April 27, 2026.

(10) Represents (i) 4,708 ordinary shares and (ii) options to purchase 71,255 ordinary shares currently exercisable or exercisable within 60 days of April 27, 2026.

(11) Represents (i) 4,708 ordinary shares and (ii) options to purchase 55,521 ordinary shares currently exercisable or exercisable within 60 days of April 27, 2026.

(12) Represents (i) 4,709 ordinary shares and (ii) options to purchase 19,624 ordinary shares currently exercisable or exercisable within 60 days of April 27, 2026.

(13) Represents (i) 4,708 ordinary shares and (ii) options to purchase 32,292 ordinary shares currently exercisable or exercisable within 60 days of April 27, 2026.

As of December 31, 2025, according to the records of Continental Stock Transfer & Trust Co., approximately 204,897 (or 0.3%) of our outstanding ordinary shares are held by 10 record holders in the United States, not including Cede & Co., the nominee of the Depository Trust Company, in whose name all shares held in "street name" are held in the United States.

We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company.

B. Related Party Transactions

Our policy is to enter into transactions with related parties on terms that, on the whole, are no more favorable, or no less favorable, than those available from unaffiliated third parties. Based on our experience in the business sectors in which we operate and the terms of our transactions with unaffiliated third parties, we believe that all of the transactions described below met this policy standard at the time they occurred. The following is a description of material transactions, or series of related material transactions, since January 1, 2023, to which we were or are a party and in which the other parties included or include our directors, executive officers, holders of more than 5% of our voting securities or any member of the immediate family of any of the foregoing persons.

Relationship With SKT

On June 17, 2019, Nanox Gibraltar entered into a Strategic Share Purchase Agreement with SK Telecom TMT Investment Corp. ("SKT"), Pureun Partners Asset Management Co., Ltd. and EBEST-PPAM Fund No. 9 (collectively, the "SKT Entities"), pursuant to which Nanox Gibraltar sold 2,607,466 ordinary shares to the SKT Entities for an aggregate purchase price of approximately $5.0 million. In connection with such transaction, Nanox Gibraltar also issued a warrant to SKT to acquire 2,262,443 ordinary shares at an exercise price of $20.87 per share (the "Warrant").

In connection with the transactions described above, Nanox Gibraltar also entered into an investor rights agreement with the SKT Entities (the "Investor Rights Agreement"). The agreement provides for the rights to nominate a member of our board of directors, as well as certain registration rights. The rights under the Investor Rights Agreement terminated upon the closing of our initial public offering. The SKT Entities became parties to the Registration Rights Agreement prior to the closing of our initial public offering, which has expired. See below "—Registration Rights Agreements" for detailed description of the registration rights.

On June 4, 2020, we entered into a Share Purchase Agreement with SKT, pursuant to which we sold 1,250,000 ordinary shares to SKT for an aggregate purchase price of $20.0 million. In connection with such agreement, we amended the Warrant to extend the exercise period to the earlier of June 17, 2025 or an exit event, which event does not include an initial public offering, and we amended the Investor Rights Agreement which granted SKT the right to appoint Mr. Jung Ho Park (or another person designated by SKT) as a director for a term of three years. In addition, we granted Mr. Park options to purchase 100,000 of our ordinary shares, vesting in equal quarterly installments over a period of four years, at an exercise price of $16.00 per ordinary share. In the event that SKT nominates any replacement director, any such director may receive options with the same terms, but the aggregate number of options granted to all such directors together shall not exceed 100,000. Mr. Park resigned from our Board of Directors in December 2021, at which time his unvested options to purchase 68,750 ordinary shares expired, and new options to purchase the same number of ordinary shares (i.e., 68,750 shares) were granted to Ms. So Young Shin, a successor director appointed by SKT in May 2022, who served on our board of directors until she resigned on July 24, 2024.

Furthermore, on June 4, 2020, we entered into a collaboration agreement with SK Telecom Co., Ltd. ("SK Telecom"), pursuant to which we and SK Telecom continue to explore and engage in good faith to develop a definitive agreement for the deployment of 2,500 Nanox Systems in South Korea and Vietnam. With the support of SK Telecom we established a wholly-owned subsidiary in South Korea, which in turn established our fabrication facility in Korea for the manufacturing of MEMs X-ray chips for the Nanox.ARC. The collaboration agreement expired on December 31, 2021.

In addition, we signed an agreement with Dr. Ilung Kim, who previously served as President of SK Telecom, dated December 16, 2019, for the provision of consulting services to us. Under the agreement, we granted Dr. Kim options to purchase 1,206,290 of our ordinary shares at an exercise price of $2.21 per ordinary share, of which options to purchase 150,000 ordinary shares were exercised and the remaining options are fully vested. The vested options are exercisable until the earlier of (a) the second anniversary of termination of the engagement between us and Dr. Kim or (b) the tenth anniversary from the date of grant. Effective as of July 1, 2021, the consulting agreement was replaced by an employment agreement with Dr. Kim in connection with appointment as the chief executive officer of our Korean subsidiary.

Directorship Agreements

We previously entered into directorship agreements with certain of our directors in connection with their initial nomination to our board of directors.

Equity Incentive Plans

From time to time, we grant options to purchase our ordinary shares and/or restricted share units ("RSUs") to our executive officers and directors. On December 10, 2024, our shareholders approved an award of restricted share units to our non-executive directors. For more information, see Notice and Proxy Statement for the Annual General Meeting of the Shareholders, filed as exhibit 99.1 to the Company's form 6-K, on October 29, 2024. For a description of our equity incentive plan, see "Item 6. Directors, Senior Management and Employees—B. Compensation—Equity Incentive Plan."

Directors and Officers Insurance Policy and Indemnification and Exculpation Agreements

Our amended and restated articles of association permit us to exculpate, indemnify and insure each of our directors and officers to the fullest extent permitted by the Companies Law. We have obtained directors' and officers' liability insurance which covers each of our executive officers and directors.

We have entered into agreements with each of our current directors and officers exculpating them from a breach of their duty of care to us to the fullest extent permitted by law and undertaking to indemnify them to the fullest extent permitted by law, including with respect to liabilities resulting from our initial public offering, to the extent that these liabilities are not covered by insurance, all subject to limited exceptions. Indemnification for any monetary liability incurred by or imposed on a director or officer in favor of a third party is limited to certain events that were determined as foreseeable by the board of directors based on our current or expected activities. The maximum aggregate amount of indemnification that we may pay to our directors and officers based on such indemnification agreements shall not exceed the greater of (i) in relation to indemnity in connection with an offering to the public of our securities, the aggregate amount of proceeds from the sale by us and/or any of our shareholders in connection with such public offering, (ii) 25% of our total shareholders' equity pursuant to our most recent financial statements as of the time of the actual payment of indemnification, and (iii) $50 million (in each case as may be increased from time to time by shareholders' approval). Such indemnification amounts are in addition to any insurance amounts.

However, in the opinion of the SEC, indemnification of office holders for liabilities arising under the Securities Act is against public policy and therefore unenforceable.

Registration Rights Agreements

We have entered into a registration rights agreement (the "Registration Rights Agreement") that entitled certain holders of our ordinary shares and other securities convertible into or exchangeable for ordinary shares, including SK Square Americas, Inc. (formerly known as SK Telecom TMT Investment Corp.), to certain piggyback registration rights. The Registration Rights Agreement is no longer in effect. See "Item 10. Additional Information—C. Material Contracts—Registration Rights Agreements."

C. Interests of Experts and Counsel

Not applicable.

Item 8. Financial Information

A. Consolidated Financial Statements and Other Financial Information

See "Item 18. Financial Statements."

Legal Proceedings

See "Item 4. Information on the Company—B. Business Overview—Legal Proceedings."

Dividend Policy

We have never declared or paid any cash dividends on our ordinary shares and we anticipate that, for the foreseeable future, we will retain any future earnings to support operations and to finance the growth and development of our business. Therefore, we do not expect to pay cash dividends for at least the next several years.

The distribution of dividends may also be limited by the Companies Law, which permits the distribution of dividends only out of retained earnings or earnings derived over the two most recent fiscal years, whichever is higher, provided that there is no reasonable concern that payment of a dividend will prevent a company from satisfying its existing and foreseeable obligations as they become due. In the event that we do not have retained earnings or earnings generated over the two most recent years legally available for distribution, we must seek the approval of the court in order to distribute a dividend, and the court may approve our request if it is convinced that there is no reasonable concern that the payment of a dividend will prevent us from satisfying our existing and foreseeable obligations as they become due. Our amended and restated articles of association provide that dividends will be paid at the discretion of, and upon resolution by, our board of directors, subject to the provision of the Companies Law.

B. Significant Changes

Except as disclosed elsewhere in this annual report on Form 20-F, we have not experienced any significant changes since the date of our audited consolidated financial statements included in this annual report on Form 20-F.

Item 9. The Offer and Listing

A. Offer and Listing Details

Our ordinary shares have been listed on the NASDAQ Global Market since August 20, 2020 under the symbol "NNOX."

B. Plan of Distribution

Not applicable.

C. Markets

Our ordinary shares have been listed on the NASDAQ Global Market since August 20, 2020 under the symbol "NNOX."

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

Item 10. Additional Information

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

A copy of our amended and restated articles of association is attached as Exhibit 1.1 to this Annual Report. Our registration number with the Israeli Registrar of Companies is 515942076. Our registration number may be changed by the Israeli Registrar of Companies to indicate that we are a public company. The following are summaries of material provisions of our current amended and restated articles of association that became effective immediately prior to the completion of our initial public offering in August 2020, insofar as they relate to the material terms of our ordinary shares.

Objects of Our Company

Our purpose as set forth in our amended and restated articles of association is to engage in any lawful activity.

Board of Directors

See "Item 6. Directors, Senior Management and Employees—C. Board Practices."

Borrowing Powers

Pursuant to the Companies Law and our amended articles of association, our board of directors may exercise all powers and take all actions that are not required under law or under our amended and restated articles of association to be exercised or taken by our shareholders, including the power to borrow money for company purposes.

Ordinary Shares

As of December 31, 2025, we had 69,590,228 ordinary shares outstanding.

Dividends

We have never declared or paid any cash dividends on our ordinary shares.

We may declare a dividend to be paid to the holders of our ordinary shares in proportion to their respective shareholdings. See "Item 8. Financial Information—A. Consolidated Statements and Other Financial Information—Dividend Policy" for more information with respect to the requirements under Israeli law for the declaration and payment of dividends to our shareholders. Under the Companies Law, dividend distributions are determined by the board of directors and do not require the approval of the shareholders of a company unless the company's articles of association provide otherwise. Our amended and restated articles of association do not require shareholder approval of a dividend distribution and provide that dividend distributions may be determined by our board of directors.

Voting Rights

All of our ordinary shares have identical voting and other rights in all respects.

Holders of our ordinary shares have one vote for each ordinary share held on all matters submitted to a vote before the shareholders at a general meeting.

Quorum. In any meeting of shareholders, we will follow the quorum requirements for general meetings as set forth in our amended and restated articles of association, instead of one-third of the issued share capital as required under the Nasdaq Marketplace Rules. Pursuant to our amended and restated articles of association, the quorum required for our general meetings of shareholders will consist of at least two shareholders present in person or by proxy (including by voting deed) and holding shares conferring in the aggregate at least 25% of the voting power of the Company. A meeting adjourned for lack of a quorum will generally be adjourned to the same day of the following week at the same time and place, or to such other day, time or place as indicated by our board of directors, if so specified in the notice of the meeting. At the reconvened meeting, subject to a limited exception, any number of shareholders present in person or by proxy shall constitute a lawful quorum.

Vote requirements. An ordinary resolution to be passed at a meeting by the shareholders requires the affirmative vote of a simple majority of the votes attaching to the ordinary shares cast at a meeting, while a special resolution requires the affirmative vote of no less than two-thirds of the votes attaching to the ordinary shares cast at a meeting. Under our amended and restated articles of association, a special resolution is required for the removal of a director from office and the appointment of a director in place of the director so removed, and to amend the provisions in our articles of association relating to the appointment and removal of directors.

Transfer of Ordinary Shares

Our fully paid ordinary shares are issued in registered form and may be freely transferred under our amended and restated articles of association, unless the transfer is restricted or prohibited by another instrument, applicable law or the rules of a stock exchange on which the shares are listed for trade. The ownership or voting of our ordinary shares by non-residents of Israel is not restricted in any way by our amended and restated articles of association or the laws of the State of Israel, except for ownership by nationals of some countries that are, or have been, in a state of war with Israel.

Liquidation

In the event of our liquidation, after satisfaction of liabilities to creditors and other payments due as per applicable law, our assets will be distributed to the holders of our ordinary shares in proportion to their shareholdings. This right, as well as the right to receive dividends, may be affected by the grant of preferential dividend or distribution rights to the holders of a class of shares with preferential rights that may be authorized in the future.

Redemption of Ordinary Shares

We may, subject to applicable law, issue redeemable shares or other securities and redeem the same with such terms and conditions as the board of directors may deem fit.

Modifications of Rights of Shares

Under the Companies Law and our amended and restated articles of association, the rights attached to any class of share, such as voting, liquidation and dividend rights, may be amended by adoption of a resolution by the holders of a majority of the shares of that class present at a separate class meeting, or otherwise in accordance with the rights attached to such class of shares, as set forth in our amended and restated articles of association, in addition to the ordinary majority vote of all classes of voting shares voting together as a single class.

Issuance of Additional Shares

We may, upon a resolution of the shareholders at a general meeting, from time to time, increase our share capital by the creation of new shares. Any such increase shall be in such amount and shall be divided into shares of such nominal amounts or without nominal amounts, and such shares shall confer such rights and preferences, and shall be subject to such restrictions, as the resolution approving the creation of such shares shall provide. Except to the extent otherwise provided in the resolution creating such new shares, such new shares shall be subject to all the provisions applicable to the shares of the original capital. Without prejudice to any special rights previously conferred upon the holders of existing shares in the Company, the Company may, from time to time, provide for shares with such preferred or deferred rights or rights of redemption or other special rights and/or such restrictions, whether in regard to dividends, voting, repayment of share capital or otherwise, as may be stipulated in the resolution pursuant to which such shares are created.

Access to Corporate Records

Under the Companies Law, shareholders generally have the right to review minutes of our general meetings, our shareholders register and material shareholders register, our amended and restated articles of association, our annual audited financial statements and any document that we are required by law to file publicly with the Israeli Registrar of Companies or the Israel Securities Authority. In addition, any shareholder who specifies the purpose of their request may request to review any document related to an action or transaction requiring shareholder approval under the related party transaction provisions of the Companies Law. We may deny this request if we believe it has not been made in good faith or if such denial is necessary to protect our interests or protect a trade secret or patent.

Exchange controls

There are currently no Israeli currency control restrictions on remittances of dividends on our ordinary shares, proceeds from the sale of the ordinary shares or interest or other payments to non-residents of Israel, except for shareholders who are subjects of countries that are, or have been, in a state of war with Israel.

Acquisitions under Israeli Law

Full Tender Offer. A person wishing to acquire shares of an Israeli public company and who would as a result hold over 90% of the target company's voting rights or issued and outstanding share capital is required by the Companies Law to make a tender offer to all of the company's shareholders for the purchase of all of the issued and outstanding shares of the company. A person wishing to acquire shares of a public Israeli company and who would as a result hold over 90% of the voting rights or issued and outstanding share capital of a certain class of shares is required to make a tender offer to all of the shareholders who hold shares of the relevant class for the purchase of all of the issued and outstanding shares of that class. If the shareholders who do not accept the offer hold less than 5% of the issued and outstanding share capital of the company or of the applicable class, and more than half of the shareholders who do not have a personal interest in the offer accept the offer, all of the shares that the acquirer offered to purchase will be transferred to the acquirer by operation of law. However, a tender offer will also be accepted if the shareholders who do not accept the offer hold less than 2% of the issued and outstanding share capital of the company or of the applicable class of shares.

Upon a successful completion of such a full tender offer, any shareholder that was an offeree in such tender offer, whether such shareholder accepted the tender offer or not, may, within six months from the date of acceptance of the tender offer, petition an Israeli court to determine whether the tender offer was for less than fair value and that the fair value should be paid as determined by the court. However, under certain conditions, the offeror may include in the terms of the tender offer that an offeree who accepted the offer will not be entitled to petition the Israeli court as described above.

If the full tender offer was not accepted in accordance with the above alternatives, the acquirer may not acquire shares of the company that will increase its holdings to more than 90% of the company's voting rights or issued and outstanding share capital or of the applicable class from shareholders who accepted the tender offer.

Special Tender Offer. The Companies Law provides that an acquisition of shares of an Israeli public company must be made by means of a special tender offer if as a result of the acquisition the purchaser would become a holder of 25% or more of the voting rights in the company (subject to certain exceptions). This requirement does not apply if there is already another holder of at least 25% of the voting rights in the company. Similarly, the Companies Law provides that an acquisition of shares in a public company must be made by means of a special tender offer if as a result of the acquisition the purchaser would become a holder of more than 45% of the voting rights in the company, if there is no other shareholder of the company who holds more than 45% of the voting rights in the company, subject to certain exceptions. A special tender offer must be extended to all shareholders of a company but the offeror is not required to purchase shares representing more than 5% of the voting power attached to the company's outstanding shares, regardless of how many shares are tendered by shareholders. A special tender offer may be consummated only if (i) at least 5% of the voting power attached to the company's outstanding shares will be acquired by the offeror and (ii) the number of shares tendered by shareholders who accept the offer exceeds the number of shares whose holders objected to the offer (excluding the purchaser and its controlling shareholders, holders of 25% or more of the voting rights in the company or any person having a personal interest in the acceptance of the tender offer or any other person acting on their behalf, including relatives and entities under such person's control). If a special tender offer is accepted, then (i) shareholders who did not respond to or that had objected to the offer may accept the offer within four days of the last date set for the acceptance of the offer and they will be considered to have accepted the offer from the first day it was made, and (ii) the purchaser or any person or entity controlling it or under common control with the purchaser or such controlling person or entity may not make a subsequent tender offer for the purchase of shares of the target company and may not enter into a merger with the target company for a period of one year from the date of the offer, unless the purchaser or such person or entity undertook to effect such an offer or merger in the initial special tender offer.

Shares purchased in contradiction to the tender offer rules under the Companies Law, as described above, will have no rights and will become dormant shares.

Merger. The Companies Law permits merger transactions if approved by each party's board of directors and, unless certain requirements described under the Companies Law are met, by a majority vote of each party's shares, and, in the case of the target company, a majority vote of each class of its shares voted on the proposed merger at a shareholders meeting. The board of directors of a merging company is required pursuant to the Companies Law to discuss and determine whether in its opinion there exists a reasonable concern that as a result of a proposed merger, the surviving company will not be able to satisfy its obligations towards its creditors, such determination taking into account the financial condition of the merging companies. If the board of directors determines that such a concern exists, it may not approve a proposed merger. Following the approval of the board of directors of each of the merging companies, the boards of directors must jointly prepare a merger proposal for submission to the Israeli Registrar of Companies. Under the Companies Law, each merging company must deliver the merger proposal to its secured creditors and inform its unsecured creditors of the merger proposal and its content.

For purposes of the shareholder vote, unless a court rules otherwise, the merger will not be deemed approved if a majority of the votes of the shares represented at the shareholders meeting that are held by parties other than the other party to the merger, or by any person (or group of persons acting in concert) who holds (or hold, as the case may be) 25% or more of the voting rights or the right to appoint 25% or more of the directors of the other party, vote against the merger. If, however, the merger involves a merger with a company's own controlling shareholder or if the controlling shareholder has a personal interest in the merger, then the merger is instead subject to the same special majority approval that governs all extraordinary transactions with controlling shareholders. If the transaction would have been approved by the shareholders of a merging company but for the separate approval of each class or the exclusion of the votes of certain shareholders as provided above, a court may still approve the merger upon the request of holders of at least 25% of the voting rights of a company, if the court holds that the merger is fair and reasonable, taking into account the value to the parties to the merger and the consideration offered to the shareholders of the target company. Upon the request of a creditor of either party to the proposed merger, the court may delay or prevent the merger if it concludes that there exists a reasonable concern that, as a result of the merger, the surviving company will be unable to satisfy the obligations of the merging entities, and may further give instructions to secure the rights of creditors. In addition, a merger may not be consummated unless at least 50 days have passed from the date on which a proposal for approval of the merger was filed by each party with the Israeli Registrar of Companies and at least 30 days have passed from the date on which the merger was approved by the shareholders of each party.

Anti-takeover measures

The Companies Law allows us to create and issue shares having rights different from those attached to our ordinary shares, including shares providing certain preferred rights with respect to voting, distributions or other matters and shares having preemptive rights. No preferred shares are currently authorized under our amended and restated articles of association. In the future, if we do authorize, create and issue a specific class of preferred shares, such class of shares, depending on the specific rights that may be attached to it, may have the ability to frustrate or prevent a takeover or otherwise prevent our shareholders from realizing a potential premium over the market value of their ordinary shares. The authorization and designation of a class of preferred shares will require an amendment to our amended and restated articles of association, which requires the prior approval of the holders of a majority of the voting power attaching to our issued and outstanding shares represented at a general meeting. The convening of the meeting, the shareholders entitled to participate and the majority vote required to be obtained at such a meeting will be subject to the requirements set forth in the Companies Law and our amended articles of association as described above under "—Voting Rights." In addition, we have a classified board structure, which will effectively limit the ability of any investor or potential investor or group of investors or potential investors to gain control of our board of directors, as disclosed under "Item 6. Directors, Senior Management and Employees—C. Board Practices."

General Meetings of Shareholders and Shareholder Proposals

Under Israeli law, we are required to hold an annual general meeting of our shareholders once every calendar year that must be held no later than 15 months after the date of the previous annual general meeting. All general meetings other than the annual meeting of shareholders are referred to in our amended and restated articles of association as special general meetings. Our board of directors may call special general meetings whenever it sees fit, at such time and place, within or outside of Israel, as it may determine. In addition, the Companies Law provides that our board of directors is required to convene a special general meeting upon the written request of (i) any two or more of our directors or one-quarter or more of the members of our board of directors or (ii) one or more shareholders holding, in the aggregate, either (a) 5% or more of our outstanding issued shares and 1% or more of our outstanding voting power or (b) 5% or more of our outstanding voting power.

Under Israeli law, one or more shareholders holding at least 1% of the voting rights at the general meeting may request that the board of directors include a matter on the agenda of a general meeting to be convened in the future, provided that it is appropriate to discuss such a matter at the general meeting. Our amended and restated articles of association contain procedural guidelines and disclosure items with respect to the submission of shareholder proposals for shareholder meetings.

Under the Companies Law, resolutions regarding the following matters must be passed at a general meeting of shareholders:

- amendments to the company's articles of association;
- appointment, fees or termination of the auditors, if the shareholders have not delegated their authority to set the fees for the auditors to the board of directors;
- appointment of external directors (if applicable);
- approval of related-party transactions requiring general meeting approval pursuant to the provisions of the Companies Law;
- increases or reductions of the company's authorized share capital;
- a merger (as such term is defined in the Companies Law); and
- the exercise of board of directors' powers by a general meeting, if our board of directors is unable to exercise its powers and the exercise of any of its powers is required for our proper management.

C. Material Contracts

Acquisition Transactions

On November 2, 2021, the Company completed the acquisition of 100% of the shares of USARAD, pursuant to the terms of the Stock Purchase Agreement, dated October 25, 2021, among the Company, USARAD, Dr. Michael Yuz, other holders of capital stock of USARAD, and holders of USARAD options.

On November 3, 2021, the Company completed the acquisition of the platform and other assets of MDWEB, pursuant to the terms of the Asset Purchase Agreement, dated October 21, 2021, between the Company and MDWEB.

On November 4, 2021, the Company, consummated the merger pursuant to the terms of the Agreement and Plan of Merger, dated August 9, 2021, as amended, among the Company, Zebra (now known as Nanox AI), and Perryllion Ltd., as representative of Zebra's equity holders.

On November 19, 2025, the Company completed the acquisition of 100% of the shares of Vaso IT (now known as Nanox Health IT), pursuant to the terms of the Vaso SPA, among Nanox Inc., Vaso IT, and Vaso Corp.

For details regarding these agreements, see "Item 4. Information on the Company—A. History and Development of the Company."

Manufacturing and Supply Agreements

In December 2024, we entered into a development and purchase agreement with SKAN-X Radiology Devices SRL ("CEI"), an Italian manufacturer of X-ray tubes. Under the agreement, CEI will manufacture X-ray tubes using semiconductor chips provided by the Company.

In August 2025, we entered into a volume supply agreement with Fabrinet, a provider of contract product manufacturing and engineering services to original equipment manufacturers of optical components, modules and subsystems, industrial lasers, and sensors. Under the agreement, Fabrinet will manufacture certain of our products and procure materials as directed by us, assemble, test and ship the products, and provide secure storage and insurance for our consigned materials and equipment.

Registration Rights Agreements

We have entered into the Registration Rights Agreement with shareholders who held 14,533,835 of our ordinary shares and other securities convertible into or exchangeable for ordinary shares; however, some of these shares have been sold on the market, and the registration rights are no longer applicable. As of the date of this annual report, the Registration Rights Agreement is no longer in effect.

Under the terms of the Registration Rights Agreement, and subject to the limitations specified therein, if we register our ordinary shares under the Securities Act for sale to the public, either for our own account or for the account of other security holders or both, the holders of registrable securities are entitled to notice of the intended registration and to include any or all of their registrable securities in the registration. The right of holders of registrable securities to include shares in an underwritten offering is subject to the right of the underwriters to limit the number of shares included in such offering. Holders of registrable securities are generally required to pay all expenses of registration, including the fees and disbursements of its counsel and all underwriting discounts and commissions.

In addition, as of March 31, 2024, SK Square Americas, Inc., as a holder of a warrant to purchase an aggregate of 2,262,443 ordinary shares, was entitled to piggyback registration rights under the terms of such warrant substantially similar to the registration rights described in the preceding paragraph. The rights under the Registration Rights Agreement are no longer in effect.

Warrant Agreements

As of April 30, 2026, there was one outstanding warrant to purchase up to 2,142,858 ordinary shares, with an exercise price of $19.00 per share, issued to a single investor as part of registered direct offering on July 26, 2023.

Public Offerings

On July 23, 2023, we entered into a securities purchase agreement with a single institutional investor for the purchase and sale of 2,142,858 of the Company's ordinary shares together with warrants to purchase up to 2,142,858 ordinary shares at a combined purchase price of $14.00 per share, in a registered direct offering. The warrants have an exercise price of $19.00 per share, are exercisable immediately upon issuance and will expire five years from issuance. The closing of the offering occurred on July 26, 2023, and the gross proceeds from the offering were approximately $30 million, excluding any proceeds that may be received upon the exercise of the warrants, before deducting placement agent fees and other offering expenses payable by the Company.

On June 7, 2024, we entered into the Sales Agreement with the Agents relating to the issuance and sale from time to time of our ordinary shares. In accordance with the terms of the Sales Agreement, we may offer and sell our ordinary shares having an aggregate offering price of up to $100,000,000 from time to time through the Agents pursuant to the sales agreement. The Agents will be entitled to compensation at a commission rate of up to 2.5% of the aggregate gross proceeds from each sale of ordinary shares. As of December 31, 2025 we have raised $44.9 million under the Sales Agreement.

On November 23, 2025, we entered into a securities purchase agreement with a single institutional investor for the purchase and sale of 3,826,530 of the Company's ordinary shares at a purchase price of $3.92 per share, in a registered direct offering. The gross proceeds from the offering were approximately $15 million, before deducting placement agent fees and other offering expenses payable by the Company.

D. Exchange Controls

There are currently no Israeli currency control restrictions on remittances of dividends on our ordinary shares, proceeds from the sale of the shares or interest or other payments to non-residents of Israel, except for shareholders who are subjects of certain countries that have been, or are considered to be, in a state of war with Israel.

E. Taxation

Israeli Tax Considerations and Government Programs

General Corporate Tax Structure in Israel

Israeli resident companies are generally subject to corporate tax on their taxable income, currently at the rate of 23%. Capital gains derived by an Israeli resident company are generally subject to tax at the regular corporate tax rate.

Under Israeli tax legislation, a corporation will be considered as an "Israeli resident company" if it meets one of the following: (i) it was incorporated in Israel; or (ii) the control and management of its business are exercised in Israel.

Tax Benefits and Grants for Research and Development

Israeli tax law allows, under certain conditions, a tax deduction for expenditures related to scientific research and development projects in the fields of industry, agriculture, transportation or energy, including capital expenditures, for the year in which they are incurred. Expenditures are deemed related to scientific research and development projects, if:

- The expenditures are approved by the relevant Israeli government ministry, determined by the field of research; and

- The research and development is for the promotion of the company and is carried out by or on behalf of the company seeking such tax deduction, or that the expenditure is made by a person that carries out the research and does not own an enterprise which is engaged in the field of research, or that such expenditure constitutes a participation in a research carried out by another person, in both cases, subject to the fulfillment of certain criteria set forth in the Israeli tax law.

The amount of such deductible expenses is reduced by the sum of any funds received through government grants for the financing of such scientific research and development projects. No deduction under these research and development deduction rules is allowed if such deduction is related to an expense invested in an asset depreciable under the general depreciation rules of the Israeli Income Tax Ordinance (New Version) 1961 (the "Ordinance"). Capital Expenditures for scientific research incurred by a company for the promotion or development of the company, which do not meet the above conditions, are deductible in equal amounts over three years.

From time to time, we may apply to the Israeli Innovation Authority (the "IIA"), for approval to allow a tax deduction for research and development expenses during the year incurred. There can be no assurance that such application will be accepted.

Law for the Encouragement of Capital Investments, 5719-1959

The Law for the Encouragement of Capital Investments, 5719-1959 (the "Investment Law"), provides certain incentives for capital investments in production facilities (or other eligible assets) by "Industrial Enterprises" (as defined under the Investment Law). The benefits available under the Investment Law are subject to the fulfillment of conditions stipulated therein. If a company does not meet these conditions, it would be required to refund the amount of tax benefits, as adjusted by the Israeli consumer price index, and interest, or other monetary penalties.

Tax Benefits Under the 2017 Amendment

The Investment Law has been amended several times over the recent years, with the three most significant changes effective as of April 1, 2005, to which we refer as the 2005 Amendment, as of January 1, 2011, to which we refer as the 2011 Amendment, and as of January 1, 2017, to which we refer as the 2017 Amendment. The 2017 Amendment provides new tax benefits for two types of "Technology Enterprises", as described below, and is in addition to the other existing tax benefit programs under the Investment Law.

The 2017 Amendment provides that a technology company satisfying certain conditions may qualify as a "Preferred Technology Enterprise" and will thereby enjoy a reduced corporate tax rate of 12% on income that qualifies as "Preferred Technology Income", as defined in the Investment Law. The tax rate is further reduced to 7.5% for a Preferred Technology Enterprise located in development area "A". In addition, a Preferred Technology Company will benefit from a reduced corporate tax rate of 12% on capital gain derived from the sale of certain "Benefited Intangible Assets" (as defined in the Investment Law) to a related foreign company if the Benefited Intangible Assets were acquired from a foreign company on or after January 1, 2017, for at least NIS 200 million, and the sale receives prior approval from the IIA.

The 2017 Amendment further provides that a technology company satisfying certain conditions may qualify as a "Special Preferred Technology Enterprise" and thereby enjoy a reduced corporate tax rate of 6% on "Preferred Technology Income" regardless of the company's geographic location within Israel. In addition, a Special Preferred Technology Enterprise will enjoy a reduced corporate tax rate of 6% on capital gain derived from the sale of certain "Benefited Intangible Assets" to a related foreign company if the Benefited Intangible Assets were either developed by the Special Preferred Technology Enterprise or acquired from a foreign company on or after January 1, 2017, and the sale received prior approval from the IIA. A Special Preferred Technology Enterprise that acquires Benefited Intangible Assets from a foreign company for more than NIS 500 million may be eligible for these benefits for a period of at least ten years, subject to certain approvals as specified in the Investment Law.

Dividends distributed to Israeli Shareholder by a Preferred Technology Enterprise or a Special Preferred Technology Enterprise, paid out of Preferred Technology Income are generally subject to withholding tax at the rate of 20% or such lower rate, as may be provided in an applicable tax treaty (in the case of non-Israeli shareholders, subject to the receipt in advance of a valid certificate from the ITA allowing for a reduced tax rate). If such dividends are paid to an Israeli company, no tax is required to be withheld (although, if such dividends are subsequently distributed to individuals or a non-Israeli company, the aforesaid will apply). If dividends paid out of Preferred Technology Income are distributed to a foreign company that holds solely or together with other foreign companies 90% or more in the Israeli company and other conditions are met, the withholding tax rate will be 4% (or a lower rate under a tax treaty, if applicable, subject to the receipt in advance of a valid certificate from the ITA allowing for a reduced tax rate).

We are currently not entitled to tax benefits under the 2017 Amendment.

Taxation of Our Shareholders

Capital Gains

Capital gain tax is imposed on the disposition of capital assets by an Israeli resident for tax purposes, and on the disposition of such assets by a non-Israeli resident for tax purposes if those assets are either (i) located in Israel; (ii) are shares or a right to a share in an Israeli resident corporation, (iii) are shares or a right to a share in a non-Israeli resident company, the majority of whose assets are located in Israel, but only in respect of the portion of the consideration that is attributable to assets located in Israel, or (iv) located outside of Israel which mainly represent, directly or indirectly, rights to assets, property or inventory located in Israel, but only with respect to such portion of the assets that are located in Israel, unless a tax treaty between Israel and the seller's country of residence provides otherwise. The Ordinance distinguishes between "Real Capital Gain" and the "Inflationary Surplus". Real Capital Gain is the excess of the total capital gain over Inflationary Surplus computed generally on the basis of the increase in the Israeli consumer price index or, in certain circumstances, a foreign currency exchange rate, between the date of purchase and the date of disposition. The inflationary surplus accumulated from and after December 31, 1993, is exempt from any capital gains tax in Israel while the real gain is taxed at the applicable rate discussed below.

Real Capital Gain accrued by individuals on the sale of our ordinary shares will be taxed at the rate of 25%. However, if the individual shareholder is a "Controlling Shareholder" (i.e., a person who holds, directly or indirectly, alone or together with such person's relative or another person who collaborates with such person on a permanent basis based on a contract, 10% or more of one of the Israeli resident company's "means of control", which includes, among other things, the right to receive profits of the company, voting rights, the rights to receive proceeds upon the company's liquidation and the right to appoint a director) at the time of sale or at any time during the preceding 12-month period, such capital gain will be taxed at the rate of 30%. Furthermore, where an individual claimed real interest expenses and linkage differentials in connection with the purchase and holding of such shares, the capital gain on the sale of the securities will taxed at a rate of 30% (exclusive of excess tax described below).

Real Capital Gain derived by corporations will be generally subject to the regular corporate tax rate (23% in 2025).

Corporate and individual shareholder dealing in securities in Israel may be taxed at the tax rates applicable to business income—23% for corporations in 2025 and a marginal tax rate of up to 47% (in 2025) for individuals, not including Excess Tax (described below). Notwithstanding the foregoing, Real Capital Gain derived from the sale of our ordinary shares by a non-Israeli shareholder (whether an individual or a corporation) may be exempt under the Ordinance from Israeli taxation provided that the following cumulative conditions are met: (i) the shares were purchased upon or after the registration of the shares on a recognized stock exchange, (ii) the seller does not have a permanent establishment maintained in Israel to which the derived capital gain is attributable, (iii) if the seller is a corporation, no more than 25% of its means of control are held, directly and indirectly, alone or together with another by Israeli residents, and (iv) if the seller is a corporation, there is no Israeli resident that is entitled to 25% or more of the revenues or profits of the corporation, directly or indirectly. In addition, such exemption would not be available to a person whose capital gains from selling or otherwise disposing of the securities are deemed to be business income. In addition, this exemption shall not be relevant to the part of the capital gains allocable to the holding period before the shares were listed for trading on the stock exchange (however, such portion might also be exempt from tax in Israel if certain criteria are met).

In addition, the sale of shares may be exempt from Israeli capital gain tax under the provisions of an applicable tax treaty subject to the eligibility of such person to the treaty benefits. For example, the Convention between the Government of the United States and the Government of the State of Israel with respect to Taxes of Income, as amended, or the U.S.-Israel Double Tax Treaty, generally exempts U.S. residents for the purposes of the treaty holding the shares as a capital asset and are entitled to claim the benefits afforded to such a resident by the U.S.-Israel Double Tax Treaty, from Israeli capital gain tax in connection with such sale, provided (i) the U.S. resident owned, directly or indirectly, less than 10% of the Israeli resident company's voting power at any time within the 12-month period preceding such sale subject to certain conditions; (ii) the seller, being an individual, is present in Israel for a period or periods of less than 183 days in the aggregate during the relevant taxable year; (iii) the capital gain from the sale was not derived through a permanent establishment of the U.S. resident which is maintained in Israel under certain terms; (iv) the capital gain from the sale is not attributed to real estate located in Israel; and (v) the capital gain from the sale is not attributed to royalties.

In some instances where shareholders may be liable for Israeli tax on the sale of their ordinary shares and the payment of the consideration may be subject to withholding of Israeli tax. Shareholders may be required to demonstrate that they are exempt from tax on their capital gains in order to avoid withholding at the time of sale. For example, in transactions involving a sale of all of the shares of an Israeli resident company, in the form of a merger or otherwise, the ITA may require from shareholders who are not liable for Israeli tax to sign declarations in forms specified by this authority or obtain a specific exemption from the ITA to confirm their status as a non-Israeli resident, and, in the absence of such declarations or exemptions, may require the purchaser of the shares to withhold taxes.

The purchaser, the Israeli stockbrokers or financial institutions through which the shares are held is obligated, subject to the abovementioned exemptions, to withhold tax on the amount of consideration paid upon the sale of the shares (or on the Real Capital Gain on the sale, if known) at the rate of 25% in respect of an individual and 23% in respect of a corporation.

Upon the sale of securities traded on a stock exchange, a detailed return, including a computation of the tax due, generally need to be filed and an advanced payment must be paid on January 31 and July 31 of every calendar year in respect of sales of securities made within the previous six months. However, if all tax due was withheld according to applicable provisions of the Ordinance and regulations promulgated thereunder the aforementioned return need not be filed and no advance payment must be paid. Capital gain is also reportable on the annual income tax return.

Dividends

We have never paid cash dividends. A distribution of dividends to an Israeli resident individual, will generally be subject to withholding tax at a rate of 25% or 30% if the dividend recipient is a "Controlling Shareholder" (as defined above) at the time of distribution or at any time during the preceding 12-month period and the shares are not held through a nominee company. If the income out of which the dividend is being paid is attributable to a Preferred Enterprise or Preferred Technology Enterprise under the Investment Law, the rate is generally not more than 20%. If the recipient of the dividend is an Israeli resident corporation, such dividend will be exempt from income tax provided the income from which such dividend is distributed was derived or accrued within Israel (although, if such dividends are subsequently distributed to non-Israeli individuals or a non-Israeli company, withholding tax at a rate of 25% (or 30% if the dividend recipient is a "Controlling Shareholder" (as defined above)) or such lower rate as may be provided if an applicable tax treaty will apply (subject to the receipt in advance of a valid tax certificate from the ITA allowing for a reduced tax rate)).

A non-Israeli resident (either individual or corporation) is generally subject to Israeli withholding tax on the receipt of dividends at the rate of 25% (30% if the dividends recipient is a "Controlling Shareholder" (as defined above), at the time of distribution or at any time during the preceding 12-month period and the shares are not held through a nominee company); those rates are subject to a reduced tax rate under the provisions of an applicable double tax treaty (subject to the receipt in advance of a valid certificate from the ITA allowing for a reduced tax rate). Under the U.S.-Israel Double Tax Treaty, the following rates will apply in respect of dividends distributed by an Israeli resident company to a U.S. resident: (i) if the U.S. resident is a corporation which holds during that portion of the taxable year which precedes the date of payment of the dividend and during the whole of its prior taxable year (if any), at least 10% of the outstanding voting shares of the Israeli resident paying corporation and not more than 25% of the gross income of the Israeli resident paying corporation for such prior taxable year (if any) consists of certain type of interest or dividends—the maximum tax rate is 12.5%, (ii) if both the conditions mentioned in (i) above are met and the dividend is paid from an Israeli resident company's income which was entitled to a reduced tax rate applicable to an Approved Enterprise, Benefited Enterprise, Preferred Enterprise or Preferred Technology Enterprise —the tax rate is 15% if a certificate for a reduced withholding tax rate would be provided in advance from the ITA and (iii) in all other cases, the tax rate is 25%. The aforementioned rates under the U.S.-Israel Double Tax Treaty will not apply if the dividend income was derived through a permanent establishment of the U.S. resident maintained in Israel.

A non-Israeli resident who receives dividends from which tax was withheld is generally exempt from the obligation to file tax returns in Israel with respect to such income, provided that (i) such income was not generated from business conducted in Israel by the taxpayer, (ii) in the case of individuals, the non-Israeli resident is not subject to Excess Tax in Israel, and; (iii) the taxpayer has no other taxable sources of income in Israel with respect to which a tax return is required to be filed.

Excess Tax

Individuals who are subject to tax in Israel (whether such individual is an Israeli resident or non-Israeli resident) are also subject to an additional tax on annual income exceeding a certain threshold (NIS 721,560 for 2025), including, but not limited to, income derived from dividends, interest and capital gains. The threshold is generally linked to the annual change in the Israeli consumer price index (with the exception that based on Israeli new legislation such amount, and certain other statutory amounts will not be linked to the Israeli consumer price index for the years 2025-2027). According to new legislation effective as of January 1, 2025, an additional 2% excess tax will be imposed on Capital-Sourced Income (defined as income from any source other than employment income, business income, or income from "personal effort"), provided that the Individual's Capital Sourced Income exceeds the specified threshold of NIS 721,560. This new excess tax applies, among other things, to income from capital gains, dividends, interest, rental income, or the sale of real property.

Estate and Gift Tax

Israeli law presently does not impose estate tax or in general gift taxes.

U.S. Federal Income Tax Considerations

The following discussion is a summary of U.S. federal income tax considerations generally applicable to the ownership and disposition of our ordinary shares. This summary applies only to investors that are U.S. Holders (as defined below) that hold our ordinary shares as "capital assets" (generally, property held for investment) under the U.S. Internal Revenue Code of 1986, as amended (the "Code"). This discussion is based upon U.S. federal tax law as in effect on the date of this annual report on Form 20-F and on U.S. Treasury regulations in effect or, in some cases, proposed, as of the date of this annual report on Form 20-F, as well as judicial and administrative interpretations thereof available on or before such date. All of the foregoing authorities are subject to differing interpretations or change, possibly with retroactive effect and could affect the tax considerations described below. No ruling has been sought from the Internal Revenue Service, or the IRS, with respect to any U.S. federal income tax considerations described below, and there can be no assurance that the IRS will not assert, or that court will not sustain a contrary position. This discussion, moreover, does not address the U.S. federal estate, gift, alternative minimum tax considerations, the Medicare tax on certain net investment income, any withholding or information reporting requirements, or any state, local and non-U.S. tax considerations relating to the ownership or disposition of our ordinary shares. The following summary does not address all aspects of U.S. federal income taxation that may be important to particular investors in light of their individual circumstances or to persons in special tax situations such as:

- banks and other financial institutions;
- insurance companies;
- pension plans;
- cooperatives;
- regulated investment companies;
- real estate investment trusts;
- broker-dealers;
- traders that elect to use a mark-to-market method of accounting;
- certain former U.S. citizens or long-term residents;
- tax-exempt entities (including private foundations);
- holders who acquire our ordinary shares pursuant to any employee share option or otherwise as compensation;
- investors that will hold our ordinary shares as part of a straddle, hedge, conversion, constructive sale or other integrated transaction for U.S. federal income tax purposes;
- persons holding our ordinary shares in connection with a trade or business outside the United States;
- persons that actually or constructively own 10% or more of our stock (by vote or value);
- investors that have a functional currency other than the U.S. dollar; and
- partnerships or other entities classified as partnerships for U.S. federal income tax purposes, or persons holding our ordinary shares through such entities, all of whom may be subject to tax rules that differ significantly from those discussed below.

Investors should consult their tax advisors about the application of the U.S. federal income tax rules to their particular circumstances as well as the state, local, non-U.S. and other tax consequences to them of the ownership and disposition of our ordinary shares.

General

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of our ordinary shares that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created in, or organized under the law of, the United States or any state thereof or the District of Columbia;
- an estate the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust (A) the administration of which is subject to the primary supervision of a U.S. court and which has one or more U.S. persons who have the authority to control all substantial decisions of the trust or (B) that has otherwise validly elected to be treated as a U.S. person under the Code.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of our ordinary shares, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. Partnerships holding our ordinary shares and their partners should consult their tax advisors regarding the ownership and disposition of our ordinary shares.

Dividends

Any cash distributions (including the amount of any Israeli tax withheld) paid on our ordinary shares out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles, will generally be includible in the gross income of a U.S. Holder as dividend income on the day actually or constructively received by the U.S. Holder. Because we do not intend to determine our earnings and profits on the basis of U.S. federal income tax principles, any distribution we pay will generally be treated as a "dividend" for U.S. federal income tax purposes. Dividends received on our ordinary shares will not be eligible for the dividends received deduction allowed to corporations in respect of dividends received from U.S. corporations.

Individuals and other non-corporate U.S. Holders may be subject to tax at the lower capital gains tax rate applicable to "qualified dividend income," provided that certain conditions are satisfied, including that (1) the ordinary shares on which the dividends are paid are readily tradable on an established securities market in the United States, or we are eligible for the benefit of the U.S.-Israel Double Tax Treaty, (2) we are neither classified as a PFIC nor treated as such with respect to a U.S. Holder (as discussed below) for the taxable year in which the dividend is paid or the preceding taxable year, and (3) certain holding period and other requirements are met. Our ordinary shares are listed and traded on the Nasdaq Global Market. Thus, we believe that our ordinary shares will generally be considered to be readily tradable on an established securities market in the United States. There can be no assurance that the ordinary shares will continue to be considered readily tradable on an established securities market in later years. U.S. Holders should consult their tax advisors regarding the availability of the lower rate for dividends paid with respect to our ordinary shares.

For U.S. foreign tax credit purposes, dividends received on our ordinary shares will generally be treated as income from foreign sources and will generally constitute passive category income. A U.S. Holder may be subject to Israeli withholding taxes on dividends paid on our ordinary shares. See "—Israeli Tax Considerations and Government Programs—Taxation of Our Shareholders—Dividends." Subject to certain conditions and limitations, a U.S. Holder eligible under the U.S.-Israel Double Tax Treaty may be eligible to claim a foreign tax credit in respect of any Israeli income taxes paid or withheld with respect to dividends on our ordinary shares to the extent such taxes are nonrefundable under the U.S.-Israel Double Tax Treaty. Alternatively, a U.S. Holder who does not elect to claim a foreign tax credit for foreign tax withheld may instead claim a deduction for U.S. federal income tax purposes in respect of such withholding, but only for a year in which such holder elects to do so for all creditable foreign income taxes paid or accrued in the relevant taxable year. The rules governing the foreign tax credit are complex and each U.S. Holder should consult its tax advisor regarding the availability of the foreign tax credit under its particular circumstances.

Sale or Other Disposition

A U.S. Holder will generally recognize gain or loss upon the sale or other disposition of our ordinary shares in an amount equal to the difference between the amount realized upon the disposition and the U.S. Holder's adjusted tax basis in such ordinary shares. The gain or loss will generally be capital gain or loss and individuals and other non-corporate U.S. Holders who have held the ordinary shares for more than one year will generally be eligible for reduced tax rates. The deductibility of a capital loss may be subject to limitations. Any such gain that the U.S. Holder recognizes may be subject to Israeli income tax and will generally be U.S. source gain, which may limit a U.S. Holder's ability to claim a foreign tax credit for any such Israeli income tax imposed on such gain. U.S. Holders that are eligible for the benefits of the U.S.-Israel Double Tax Treaty may apply the U.S.-Israel Double Tax Treaty to treat such gain as exempt from Israeli tax, provided certain requirements are met. If a U.S. Holder is not eligible for the benefits of the U.S.-Israel Double Tax Treaty or does not elect to apply the U.S.-Israel Double Tax Treaty, then such holder may not be able to claim a foreign tax credit arising from any Israeli tax imposed on the sale or other disposition of our ordinary shares. The rules regarding foreign tax credits and the deductibility of foreign taxes are complex. U.S. Holders should consult their tax advisors regarding the availability of a foreign tax credit or deduction in light of their particular circumstances, including their eligibility for benefits under the U.S.-Israel Double Tax Treaty.

Passive Foreign Investment Company Considerations

A non-U.S. corporation, such as our company, will be classified as a PFIC for U.S. federal income tax purposes for any taxable year, if either (i) 75% or more of its gross income for such year consists of certain types of passive income or (ii) 50% or more of the value of its assets (generally determined on the basis of a quarterly average) during such year is attributable to assets that produce or are held for the production of passive income. For this purpose, cash and assets readily convertible into cash are generally classified as passive assets and goodwill and other unbooked intangibles associated with active business activities may generally be classified as non-passive assets. Passive income generally includes, among other things, dividends, interest, royalties and rents (other than certain royalties and rents derived in the active conduct of a trade or business and not derived from a related person), and gains from the disposition of passive assets. We will be treated as owning a proportionate share of the assets and earning a proportionate share of the income of any other corporation in which we own, directly or indirectly, at least 25% (by value) of the stock.

Whether we are, or will be, classified as a PFIC is a factual determination made annually that will depend, in part, upon the composition of our income and assets.

Because the PFIC income test described above is based on a non-U.S. corporation's gross income and not its net income, a non-U.S. corporation in the early stages of its business, such as our company, can be treated as a PFIC in those taxable years before it has sufficient operating revenue as a result of earning any amount of interest or other passive income. As a result, we believe that we may technically be classified as a PFIC for the taxable year ended December 31, 2025. Depending upon the composition of our income and assets and the market price of our ordinary shares during 2026 and subsequent taxable years and whether we start generating a substantial amount of active revenue, we could continue to be classified as a PFIC for 2026 and subsequent taxable years if we are classified as a PFIC for 2025. Accordingly, U.S. Holders of our ordinary shares should be willing to assume the risks of investing in a PFIC.

Furthermore, because there are uncertainties in the application of the relevant rules, it is possible that the IRS may challenge our classification of certain income or assets as non-passive, or our valuation of our goodwill and other unbooked intangibles, each of which may increase the likelihood of us becoming classified as a PFIC for the current or subsequent taxable years.

If we are classified as a PFIC for any taxable year during which a U.S. Holder holds our ordinary shares, unless the U.S. Holder makes a mark-to-market election (as described below), the U.S. Holder will generally be subject to special tax rules on (i) any excess distribution that we make to the U.S. Holder (which generally means any distribution paid during a taxable year to a U.S. Holder that is greater than 125% of the average annual distributions paid in the three preceding taxable years or, if shorter, the U.S. Holder's holding period for the ordinary shares), and (ii) any gain realized on the sale or other disposition of our ordinary shares. In addition, dividends paid in respect of our ordinary shares would not be eligible for the lower tax rate described under "—Dividends" above.

Under the PFIC rules:

- the excess distribution or gain will be allocated ratably over the U.S. Holder's holding period for the ordinary shares;
- the amount allocated to the taxable year of the excess distribution, sale or other disposition and to any taxable years in the U.S. Holder's holding period prior to the first taxable year in which we are classified as a PFIC (each, a "pre-PFIC year"), will be taxable as ordinary income;
- the amount allocated to each prior taxable year, other than a pre-PFIC year, will be subject to tax at the highest tax rate in effect for individuals or corporations, as appropriate, for that year; and
- the interest charge generally applicable to underpayments of tax will be imposed on the tax attributable to each prior taxable year, other than a pre-PFIC year.

If we are classified as a PFIC for any taxable year during which a U.S. Holder holds our ordinary shares, we generally will continue to be treated as a PFIC with respect to such U.S. Holder for all succeeding years during which the holder holds our ordinary shares. However, if we cease to meet the threshold requirements for PFIC status, provided that the U.S. Holder has not made a mark-to-market election, as described below, such holder may avoid some of the adverse effects of the PFIC regime by making a "deemed sale" election with respect to our ordinary shares held by such U.S. Holder. If such election is made, the U.S. Holder will be deemed to have sold our ordinary shares it holds on the last day of the last taxable year in which we were classified as a PFIC at their fair market value and any gain from such deemed sale will be taxed under the PFIC rules described above. After the deemed sale election, so long as we do not become classified as a PFIC in a subsequent taxable year, the ordinary shares with respect to which such election was made will not be treated as shares in a PFIC and the U.S. Holder will not be subject to the PFIC rules described above with respect to any "excess distribution" received from us or any gain from an actual sale or other disposition of the ordinary shares. The rules dealing with deemed sale elections are very complex. U.S. Holders of our ordinary shares should consult their tax advisors as to the possibility and consequences of making a deemed sale election if we cease to be classified as a PFIC and such election becomes available to such holders.

If we are classified as a PFIC for any taxable year during which a U.S. Holder holds our ordinary shares and any subsidiary we own is also classified as a PFIC, such U.S. Holder would be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC for purposes of the application of these rules. As a result, such U.S. Holder may incur liability for the deferred tax and interest charge described above if either (1) we receive any excess distribution from, or dispose of all or part of our interest in, the lower-tier PFIC or (2) the U.S. Holder disposes of all or part of our ordinary shares. It is possible that any subsidiary we own would be a PFIC for the current taxable year or future taxable years. U.S. Holders should consult their tax advisors regarding the application of the PFIC rules to any subsidiary we own.

As an alternative to the foregoing rules, a U.S. Holder of "marketable stock" (as defined below) in a PFIC may make a mark-to-market election with respect to such stock. If a U.S. Holder makes this election with respect to our ordinary shares, the holder will generally (i) include as ordinary income for each taxable year that we are classified as a PFIC the excess, if any, of the fair market value of the ordinary shares held at the end of the taxable year over the adjusted tax basis of such ordinary shares and (ii) deduct as an ordinary loss in each such taxable year the excess, if any, of the adjusted tax basis of the ordinary shares over the fair market value of such ordinary shares held at the end of the taxable year, but such deduction will only be allowed to the extent of the amount previously included in income as a result of the mark-to-market election. The U.S. Holder's adjusted tax basis in the ordinary shares would be adjusted to reflect any income or loss resulting from the mark-to-market election. If a U.S. Holder makes a mark-to-market election in respect of our ordinary shares and we cease to be classified as a PFIC, the holder will not be required to take into account the gain or loss described above during any period that we are not classified as a PFIC. If a U.S. Holder makes a mark-to-market election, any gain such U.S. Holder recognizes upon the sale or other disposition of our ordinary shares in a year when we are classified as a PFIC will be treated as ordinary income and any loss will be treated as ordinary loss, but such loss will only be treated as ordinary loss to the extent of the net amount previously included in income as a result of the mark-to-market election.

The mark-to-market election is available only for "marketable stock," which is stock that is regularly traded on a qualified exchange or other market, as defined in applicable U.S. Treasury regulations. Our ordinary shares are listed on the Nasdaq Global Market and should be treated as regularly traded for purposes of the mark-to-market rules. While we anticipate that our ordinary shares will continue to qualify as being regularly traded, no assurances may be given in this regard. If any subsidiary we own is, or becomes, classified as a PFIC, the mark-to-market election will likely not be available with respect to the shares of such subsidiary that are treated as owned by a U.S. Holder. Consequently, a U.S. Holder could be subject to the PFIC rules with respect to income of a lower-tier PFIC the value of which had already been taken into account indirectly via mark-to-market adjustments. U.S. Holders should consult their tax advisors as to the availability and desirability of a mark-to-market election, as well as the impact of such election on interests in any lower-tier PFIC.

Alternatively, a U.S. shareholder of a PFIC may avoid the PFIC tax consequences described above in respect of its shares of PFIC stock by making a timely "qualified electing fund," or QEF, election. To comply with the requirements of a QEF election, such shareholder must receive certain information from the PFIC. Because we do not intend to provide information necessary for U.S. Holders to make QEF elections, such election will not be available to U.S. Holders of our ordinary shares.

If a U.S. Holder owns our ordinary shares during any taxable year that we are classified as a PFIC, the holder must generally file an annual IRS Form 8621 regarding distributions received on, and any gain realized on the disposition of, our ordinary shares. U.S. Holders should consult their tax advisor regarding our PFIC status and the U.S. federal income tax consequences of owning and disposing of our ordinary shares if we are, or become, classified as a PFIC, including the possibility of making a mark-to-market or deemed sale election.

The summary of U.S. federal income tax consequences set out above is for general informational purposes only. Investors should consult their tax advisors about the application of the U.S. federal income tax rules to their particular circumstances as well as the state, local, non-U.S. and other tax consequences to them of the ownership and disposition of our ordinary shares.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

As allowed by the SEC, in Item 19 of this annual report on Form 20-F, we incorporate by reference certain information and documents we previously filed with the SEC. This means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is considered to be part of this annual report on Form 20-F.

We are subject to the periodic reporting and other informational requirements of the Exchange Act. Under the Exchange Act, we are required to file reports and other information with the SEC. The SEC maintains a website at http://www.sec.gov that contains reports and other information regarding registrants that file electronically with the SEC. Our annual report on Form 20-F and other information submitted by us to the SEC may be accessed through this website.

As a foreign private issuer, we are exempt from the rules under the Exchange Act related to the furnishing and content of proxy statements. Section 8103 of the National Defense Authorization Act for Fiscal Year 2026, named the "Holding Foreign Insiders Accountable Act", which was signed into law on December 18, 2025, requires directors and officers of foreign private issuers to make insider reports under Section 16(a) of the Exchange Act, effective March 18, 2026. Our principal shareholders continue to remain exempt from the reporting under Section 16(a) of the Exchange Act and our directors, officers and principal shareholders continue to remain exempt from the short-swing profit recovery provisions contained in Section 16(b) of the Exchange Act with respect to their purchases and sales of ordinary shares. In addition, we are not required under the Exchange Act to file annual, quarterly and current reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. However, we are required to file with the SEC, within four months after the end of each fiscal year, or such applicable time as required by the SEC, an annual report on Form 20-F containing financial statements audited by an independent registered public accounting firm, and we submit to the SEC, on Form 6-K, unaudited quarterly financial information for the first three quarters of each fiscal year.

We maintain a corporate website at http://www.nanox.vision. In accordance with NASDAQ Stock Market Rule 5250(d), we will post this annual report on Form 20-F on our website. Information contained on our website is not incorporated by reference into this annual report on Form 20-F. In addition, we will provide hardcopies of our annual report on Form 20-F free of charge to shareholders upon request.

I. Subsidiary Information

Not applicable.

J. Annual Report to Security Holders

Not applicable.

Item 11. Qualitative and Quantitative Disclosures About Market Risk

Interest Rate Risk

As of December 31, 2025, we had cash equivalents consisting primarily of U.S. dollar bank money market accounts and deposits. Our primary exposure to market risk is interest income sensitivity, which is affected by changes in the general level of U.S. interest rates. Consequently, changes in market interest rates would not have a material impact on our financial position or results of operations.

As of December 31, 2025, we had an outstanding short-term loan of $3.1 million that was provided to Nanox Korea and approximates its carrying value since it bears interest at a rate close to the prevailing market rate.

Inflation-related Risks

We do not believe that the rate of inflation in Israel has had a material impact on our business to date, however, our costs in Israel will increase if the inflation rate in Israel exceeds the devaluation of the NIS against the U.S. dollar or if the timing of such devaluation lags behind inflation in Israel. Similarly, our costs in Korea will increase if the inflation rate in Korea exceeds the devaluation of the KRW against the U.S. dollar or if the timing of such devaluation lags behind inflation in Korea.

Foreign Currency Exchange Risk

The U.S. dollar is our functional and reporting currency. However, a portion of our operating expenses, including personnel and facilities related expenses, are incurred in NIS and KRW. As a result, our statements of operations and cash flows could be adversely affected in the future due to changes in foreign exchange rates. If the NIS and KRW appreciate relative to the U.S. dollar, the dollar cost of our operations in Israel or Korea would increase, respectively, and our dollar-denominated results of operations would be adversely affected. However, as we have cash and cash equivalents denominated in U.S. dollars, we believe that changes in foreign currency exchange rates would not have a material impact on our financial position or results of operations.

Item 12. Description of Securities Other than Equity Securities

A. Debt Securities

Not applicable.

B. Warrants and Rights

Not applicable.

C. Other Securities

Not applicable.

D. American Depositary Shares

Not applicable.

PART II

Item 13. Defaults, Dividend Arrearages and Delinquencies

None.

Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds

Initial Public Offering

On August 25, 2020, we completed an initial public offering in the United States on Nasdaq of our ordinary shares, par value NIS 0.01 per share, pursuant to a Registration Statement on Form F-1, as amended (File No. 333-240209), which became effective on August 20, 2020. Cantor Fitzgerald & Co., Oppenheimer & Co. Inc., Berenberg and CIBC Capital Markets acted as joint book-runners. National Securities Corporation acted as co-manager for the offering.

We issued and sold 10,555,556 ordinary shares at a public offering price of $18 per share, including 1,376,812 additional ordinary shares purchased by the underwriters at the public offering price, less the underwriting discount, pursuant to the exercise in full of their option to purchase additional ordinary shares. Following the sale of our ordinary shares in connection with the initial public offering, the offering terminated.

The gross proceeds of the shares sold (including the over-allotment option) was approximately $190.0 million. The total expenses of the offering, including underwriting discounts and commissions, were approximately $20.8 million. The net proceeds we received from the offering (including the over-allotment option) were approximately $169.2 million. No payments for such expenses were made directly or indirectly to (i) any of our directors, officers or their associates, (ii) any persons owning 10% or more of any class of our equity securities or (iii) any of our affiliates.

There has been no material change in the expected use of the net proceeds from our initial public offering as described in our final prospectus filed with the SEC on August 24, 2020 pursuant to Rule 424(b).

Item 15. Controls and Procedures

(a) Disclosure Controls and Procedures

Management of the Company, with the participation of its Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the Company's disclosure controls and procedures as of December 31, 2025.

There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives.

The Company's disclosure controls and procedures are designed to ensure that information required to be disclosed by the issuer in the reports that it files or submits under the Exchange Act of 1934, as amended, is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and that such information is accumulated and communicated to management of the Company, including its Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Based on their evaluation, as of the end of the period covered by this Annual Report on Form 20-F, the Company's Chief Executive Officer and Chief Financial Officer have concluded that the Company's disclosure controls and procedures over financial reporting were effective as of December 31, 2025 to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the applicable rules and forms, and that it is accumulated and communicated to our Management, including our chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosure.

(b) Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as described in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended, or the Exchange Act. Internal control over financial reporting is defined as a process designed by, or under the supervision of, our Chief Executive Officer and Chief Financial Officer, or persons performing similar functions, and effected by the Company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that: (1) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the issuer, (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the issuer are being made only in accordance with authorizations of management and directors of the issuer and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the issuer's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in our conditions, or that the degree of compliance with our policies or procedures may deteriorate.

Our management, under the supervision and participation of our Chief Executive Officer and our Chief Financial Officer, has conducted an assessment of the effectiveness of our internal control over financial reporting as of December 31, 2025 using criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Following the assessment, our management determined that our internal control over financial reporting was effective as of December 31, 2025.

(c) Attestation Report of the Registered Public Accounting Firm

Our internal control over financial reporting as of December 31, 2025 has been audited by Kesselman & Kesselman, an independent registered public accounting firm in Israel and a member of PricewaterhouseCoopers International Limited, as stated in their report which is included under "Item 18— Financial Statements."

(d) Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the period covered by this Annual Report on Form 20-F that have materially affected, or that are reasonably likely to materially affect, our internal control over financial reporting.

Item 16. Reserved

Item 16A. Audit Committee Financial Expert

Noga Kainan and Dan Suesskind, independent directors and members of our audit committee, are audit committee financial experts.

Item 16B. Code of Ethics

We have adopted a code of ethics and conduct, which is applicable to all of our directors, officers and employees. We have made our code of ethics publicly available on our website.

Item 16C. Principal Accountant Fees and Services

The following table sets forth the aggregate fees by categories specified below in connection with certain professional services rendered by Kesselman & Kesselman, Certified Public Accountants (Isr.), a member firm of PricewaterhouseCoopers International Limited, our independent registered public accounting firm, for the periods indicated.

	Year Ended December 31,	
	2025	**2024**
Audit Fees[(1)]	$ 591,013	$ 605,121
Audit-Related Fees[(2)]	4,000	2,396
Tax Fees[(3)]	6,461	8,541
All Other Fees[(4)]	—	—
Total	$ 601,474	$ 616,058

(1) "Audit Fees" represents the aggregate fees billed or accrued for the interim reviews and audit of our annual financial statements. This category also includes services that generally the independent accountant provides, such as consents and assistance with and review of documents filed with the SEC.

(2) "Audit-Related Fees" represents the aggregate fees billed or accrued for assurance and related services that are reasonably related to the performance of the audit or review of our financial statements and not reported under "Audit Fees."

(3) "Tax Fees" represents the aggregate fees billed or accrued for professional tax services rendered by our independent registered public accounting firm for tax compliance and tax advice on actual or contemplated transactions.

(4) "All Other Fees" represents the aggregate fees billed or accrued for services rendered by our independent registered public accounting firm other than services reported under "Audit Fees," "Audit-related Fees" and "Tax Fees."

Audit Committee Pre-Approval Policies and Procedures

Our Audit Committee has adopted a policy pursuant to which we will not engage our auditors to perform any non-audit services unless the audit committee pre-approves the service.

Item 16D. Exemptions from the Listing Standards for Audit Committees

Not applicable.

Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Not applicable.

Item 16F. Change in Registrant's Certifying Accountant

Not applicable.

Item 16G. Corporate Governance

As a foreign private issuer, we are permitted to follow certain Israeli corporate governance practices instead of the Nasdaq corporate governance rules, provided that we disclose which requirements we are not following and the equivalent Israeli requirement. Pursuant to the "foreign private issuer exemption":

- we comply with Israeli law with respect to quorum requirements. In accordance with the Companies Law, our amended and restated articles of association provide that a quorum of two or more shareholders holding at least 25% of the voting rights in person or by proxy is required for commencement of business at a general shareholder meeting. The quorum set forth in our amended and restated articles of association with respect to an adjourned meeting shall, subject to a limited exception, consist of one or more shareholders present in person or by proxy (including by voting deed), regardless of the number or percentage of our outstanding shares held by them;

- we follow Israeli corporate governance practices instead of the Nasdaq requirements with regard to the nomination committee and director nomination procedures. The nominations for directors, which are presented to our shareholders by our board of directors, are generally made by the board of directors itself, in accordance with the provisions of our amended and restated articles of association and the Companies Law. With the exception of directors elected by our board of directors due to a vacancy, in accordance with the staggered nomination as described under "Item 6. Directors, Senior Management and Employees—C. Board Practices—Board of Directors," we intend to elect our directors to hold office until the annual general meeting of our shareholders that occurs in the third year following his or her election and until his or her successor shall be elected and qualified;

- we adopt and approve material changes to equity incentive plans in accordance with the Companies Law, which does not impose a requirement of shareholder approval for such actions. In addition, we follow Israeli corporate governance practice, which requires shareholder approval prior to an issuance of securities in connection with equity-based compensation of officers, directors, employees or consultants only under certain circumstances, in lieu of Nasdaq Marketplace Rule 5635(c);

- as opposed to making periodic reports to shareholders and proxy solicitation materials available to shareholders in the manner specified by the Nasdaq corporate governance rules, the Companies Law does not require us to distribute periodic reports directly to shareholders, and the generally accepted business practice in Israel is not to distribute such reports to shareholders but to make such reports available through a public website. We will only mail such reports to shareholders upon request. As a foreign private issuer, we are generally exempt from the SEC's proxy solicitation rules; and

- we follow Israeli corporate governance practices instead of Nasdaq requirements to obtain shareholder approval for all corporate actions requiring such approval under the requirements of the Companies Law such as (i) transactions with directors concerning the terms of their service or indemnification, exemption and insurance for their service (or for any other position that they may hold at our company), (ii) extraordinary transactions with controlling shareholders, (iii) terms of employment or other engagement of the controlling shareholder of the company or such controlling shareholder's relative, (iv) private placements that will result in a change of control, (v) certain transactions, other than a public offering, involving issuances of a 20% or greater interest in us and (vi) certain acquisitions of the stock or assets of another company.

Otherwise, we intend to comply with the rules generally applicable to U.S. domestic companies listed on the Nasdaq. We may in the future decide to use the foreign private issuer exemption with respect to some or all of the other Nasdaq corporate governance rules. We also intend to comply with Israeli corporate governance requirements under the Companies Law applicable to us.

Item 16H. Mine Safety Disclosure

Not applicable.

Item 16I. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

Not applicable.

Item 16J. Insider Trading Policies.

We have adopted an insider trading policy governing the purchase, sale, and other dispositions of our securities by directors, senior management, and employees that is reasonably designed to promote compliance with applicable insider trading laws, rules and regulations, and any listing standards applicable to us. A copy of our insider trading policy is attached as Exhibit 11.1 to this Annual Report.

Item 16K. Cybersecurity.

Cybersecurity Risk Management Strategy and Process

We have established policies, processes, and systems for assessing, identifying and managing material risks from cybersecurity threats, and have integrated these processes into our overall risk management systems and processes. We routinely assess material risks from cybersecurity threats, including any potential unauthorized occurrence on or conducted through our information and cybernetic systems that may result in adverse effects on the confidentiality, integrity, or availability of our information systems or any information residing therein.

Our cybersecurity risk assessment and management processes are implemented and maintained by our management team, including our Chief Information Security Officer (CISO), Vice President of IT & Cyber (VP IT & Cyber), and our legal professionals.

Our CISO reports to the VP IT & Cyber who reports to the Chief Resource Officer. The CISO and VP IT & Cyber have primary responsibility for the strategy, engineering, and operations of cybersecurity across the Company, in collaboration with executive management and business unit leaders. All legal aspects related to cybersecurity are reported to the Chief Legal Officer.

Our CISO is supported by a team of cybersecurity, information security, information technology, operations, and legal professionals, both in-house and through external service providers.

Our overall cybersecurity management system includes:

- risk assessments designed to help identify material cybersecurity risks to our critical systems, information, products, services, and our broad enterprise IT environment;
- an in-house cybersecurity and information technology (IT) team principally responsible for managing (1) our cybersecurity risk assessment processes, (2) our security controls, and (3) our response to cybersecurity incidents, as well as members of our management team dedicated to assessing and managing material risks from cybersecurity threats;
- the use of external service providers, where appropriate, to assess, test or otherwise assist with aspects of our security controls; and
- a cybersecurity incident response plan that includes procedures for responding to cybersecurity incidents; and
- cybersecurity awareness training of our employees, incident response personnel, and senior management;

In addition to the foregoing, we have conducted exercises involving our executives to simulate cybersecurity incidents to familiarize our management with possible cybersecurity incidents and to develop appropriate response protocols, with the details and results of such exercises presented to the board of directors. Such “tabletop exercises” are prepared by our CISO in collaboration with our Vice President of IT & Cyber, a third party expert in cybersecurity ransom negotiations, external legal counsels and a cyber insurance broker. Tabletop exercises represent simulated scenarios of cybersecurity attacks designed according to the specifications, threat profile, and regulatory landscape relevant to us with the following objectives in mind:

- to allow executives to deal with relevant information security scenarios;
- to familiarize and understand key areas and areas of exposures relevant in a response process to information security incidents;
- to identify key gaps in current business and information security policies, standards, and processes;
- raise stakeholders’ level of preparedness and involvement to navigate cybersecurity incidents;
- empower the organization to adapt and improve decision-making procedures, strategies and processes;
- to enhance stakeholders’ capabilities in coping with and defeating cybersecurity incidents; and
- to fine-tune incident response and business continuity plans.

Main points addressed in tabletops include:

- incident scoping and differential analysis;
- threats, risks, and potential exposures of a cybersecurity incident to business continuity, data confidentiality, Company reputation and goodwill, human resources, legal, and regulatory liability;
- benefits and limitations of cybersecurity threat insurance;
- threat actors' motivations and tactics;
- the value of conducting threat actor communications;
- the functions of an incident response team and cybersecurity incident negotiations professional;
- aspects and content of a cyber-incident response plan; and
- risk analysis and management during a cybersecurity incident.

Material Cybersecurity Incidents

For the fiscal year ended December 31, 2025, the Company did not experience any material cybersecurity incidents, nor do we face any current risk from cybersecurity threats, including from any previous cybersecurity incidents, that are reasonably likely to materially affect the Company, our business strategy, results of operations, or financial condition.

Cybersecurity Governance

Our board of directors considers cybersecurity risk as part of its risk oversight function. The Board oversees management's implementation of our cybersecurity risk management program.

The board of directors began receiving regular reports from management on our cybersecurity risks. In addition, management updates the board of directors, as necessary, regarding any material cybersecurity incidents, as well as any incidents with lesser impact potential. In addition, at least once a year, the board of directors receives a report from management on the topic.

Our management team is responsible for assessing and managing our material risks from cybersecurity threats.

Our management team supervises efforts to prevent, detect, mitigate, and remediate cybersecurity risks and incidents through various means, which may include briefings from internal security personnel; threat intelligence and other information obtained from governmental, public or private sources, including external consultants engaged by us; and alerts and reports produced by security tools deployed in the IT environment. All reasonable measures were taken according to Best Global Practice, ISO 27001, ISO 27799, ITGC Audit, Israel National Privacy Directorate and The Israel National Cyber Directorate.

PART III

Item 17. Financial Statements

We have elected to provide financial statements pursuant to Item 18.

Item 18. Financial Statements

The consolidated financial statements of Nano-X Imaging Ltd. are included at the end of this annual report on Form 20-F.

Item 19. Exhibits

Exhibit No.	Description
1.1*	Form of Amended and Restated Articles of Association of the Registrant (incorporated by reference to Exhibit 3.2 to the Registrant's Registration Statement on Form F-1/A (File No. 333-240209) filed on August 14, 2020 with the SEC)
2.1†	Description of Securities Registered under Section 12 of the Exchange Act
4.1*	Asset Purchase Agreement, dated November 3, 2021, among MDWEB, LLC, Nano-X Imaging, and Nano-X Imaging Ltd. (incorporated by reference to Exhibit 4.1 to the Registrant's Annual Report on Form 20-F (File No. 001-39461) filed on May 2, 2022 with the SEC)
4.2*	Agreement and Plan of Merger, dated August 9, 2021, among Nano-X Imaging Ltd, Zebra Medical Vision Ltd. and PerryLLion Ltd. (incorporated by reference to Exhibit 4.2 to the Registrant's Annual Report on Form 20-F (File No. 001-39461) filed on May 2, 2022 with the SEC)
4.3*	First Amendment to the Agreement and Plan of Merger, dated August 9, 2021, among Nano-X Imaging Ltd, Zebra Medical Vision Ltd. and PerryLLion Ltd. (incorporated by reference to Exhibit 4.3 to the Registrant's Annual Report on Form 20-F (File No. 001-39461) filed on May 2, 2022 with the SEC)
4.4*	Stock Purchase Agreement dated November 2, 2021 by and among Dr. Michael Yuz, Dr. Michael Yuz as the representative of Sellers, USARAD Holdings, Inc. and Nano-X Imaging Ltd (incorporated by reference to Exhibit 4.4 to the Registrant's Annual Report on Form 20-F (File No. 001-39461) filed on May 2, 2022 with the SEC)
4.5*	Form of warrants to purchase ordinary shares issued to A-Labs Finance and Advisory Ltd. (incorporated by reference to Exhibit 4.5 to the Registrant's Registration Statement on Form F-1 (File No. 333-240209) filed on July 30, 2020 with the SEC)
4.6*	Warrant to purchase ordinary shares, dated September 2, 2019, issued to SK Telecom TMT Investment Corp. (incorporated by reference to Exhibit 4.6 to the Registrant's Registration Statement on Form F-1 (File No. 333-240209) filed on July 30, 2020 with the SEC)
4.7*	Amendment to Warrant to purchase ordinary shares, dated June 4, 2020, issued to SK Telecom TMT Investment Corp. (incorporated by reference to Exhibit 4.7 to the Registrant's Registration Statement on Form F-1 (File No. 333-240209) filed on July 30, 2020 with the SEC)
4.8*	Form of warrants to purchase ordinary shares issued to institutional investor, filed on July 26, 2023, as Exhibit 4.3 to the Registrant's Form 6-K (File No. 001-39461) filed on July 26, 2023 with the SEC)
4.9*	Contract Manufacturing Agreement, dated May 26, 2020, by and between the Registrant and FoxSemicon Integrated Technology, Inc. (incorporated by reference to Exhibit 10.1 to the Registrant's Registration Statement on Form F-1 (File No. 333-240209) filed on July 30, 2020 with the SEC)
4.10*	2019 Equity Incentive Plan (incorporated by reference to Exhibit 10.3 to the Registrant's Registration Statement on Form F-1 (File No. 333-240209) filed on July 30, 2020 with the SEC)

4.11*	U.S. Sub-Plan (incorporated by reference to Exhibit 10.4 to the Registrant's Registration Statement on Form F-1 (File No. 333-240209) filed on July 30, 2020 with the SEC)
4.12*	Form of Indemnification Agreement between the Registrant and each director and executive officer (incorporated by reference to Exhibit 10.5 to the Registrant's Registration Statement on Form F-1/A (File No. 333-240209) filed on August 14, 2020 with the SEC)
4.13*	Compensation Policy for Executive Officers and Directors (incorporated by reference to Exhibit 4.13 to the Registrant's Annual Report on Form 20-F (File No. 001-39461) filed with the SEC on April 9, 2025)
4.14*	Settlement Agreement and Release dated December 29, 2022, among Nano-X Imaging Ltd, Nano-X AI Ltd. (formerly Zebra Medical Vision Ltd.) and PerryLLion Ltd. (incorporated by reference to Exhibit 4.14 to the Registrant's Annual Report on Form 20-F (File No. 001-39461) filed on May 1, 2023 with the SEC)
4.15*	First Amendment to Stock Purchase Agreement dated April 28, 2023, by and among Dr. Michael Yuz, as the Seller Representative, Nano-X Imaging, Inc. and Nano-X Imaging Ltd. (incorporated by reference to Exhibit 4.15 to the Registrant's Annual Report on Form 20-F (File No. 001-39461) filed on May 1, 2023 with the SEC)
4.16*	Sales Agreement, dated as of June 7, 2024, among NANO-X IMAGING LTD, Cantor Fitzgerald & Co., and Mizuho Securities USA LLC. (incorporated by reference to Exhibit 10.1 to the Registrant's Report on Form 6-K furnished to the SEC on June 7, 2024)
4.18*	Stock Purchase Agreement, dated as of November 18, 2025, among Nano-X Imaging Inc., Vaso Corporation, and Vaso Healthcare IT (incorporated by reference to Exhibit 2.6 to the Registrant's Registration Statement on Form F-3, Filed with the SEC on March 13, 2026)
4.19†#	Development and Purchase Agreement, dated as of December 22, 2024, among Nano-X Imaging Ltd. and SKAN-X Radiology Devices SRL
4.20†#	Volume Supply Agreement, dated as of August 8, 2025, among Nano-X Imaging Ltd. and Fabrinet
8.1†	List of subsidiaries of the Registrant
11.1*	Insider Trading Compliance Policy (incorporated by reference to Exhibit 11.1 to the Registrant's Annual Report on Form 20-F (File No. 001-39461) filed with the SEC on April 9, 2025)
12.1†	Certification by Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
12.2†	Certification by Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
13.1±	Certification by Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
13.2±	Certification by Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
15.1†	Consent of Kesselman & Kesselman, Certified Public Accountants (Isr.) a member firm of PricewaterhouseCoopers International Limited, independent registered public accounting firm.
97.1*	Policy for Recovery of Erroneously Awarded Compensation (incorporated by reference to Exhibit 97.1 to the Registrant's Annual Report on Form 20-F (File No. 001-39461) filed with the SEC on April 9, 2025)
101.INS	Inline XBRL Instance Document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Previously filed.

† Filed herewith.

± Furnished herewith.

Certain portions of this exhibit have been omitted pursuant to Form 20-F's Instructions as to Exhibits. The registrant agrees to furnish supplementally an unredacted copy of the exhibit to the Securities and Exchange Commission upon its request.

In reviewing the agreements included as exhibits to this annual report on Form 20-F, please remember they are included to provide you with information regarding their terms and are not intended to provide any other factual or disclosure information about us or the other parties to the agreements.

The agreements may contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties have been made solely for the benefit of the other parties to the applicable agreement and:

- should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;
- have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement;
- may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors; and
- were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement and are subject to more recent developments.

Accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time.

SIGNATURES

NANO-X IMAGING LTD hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on Form 20-F on its behalf.

NANO-X IMAGING LTD

By: /s/ Erez Meltzer
Name: Erez Meltzer
Title: Chief Executive Officer

Date: April 30, 2026

NANO-X IMAGING LTD.

CONSOLIDATED FINANCIAL STATEMENTS

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Nano-X Imaging Ltd.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Nano-X Imaging Ltd. and its subsidiaries (the "Company") as of December 31, 2025 and 2024, and the related consolidated statements of operations and comprehensive loss, of changes in shareholders' equity and of cash flows for each of the three years in the period ended December 31, 2025, including the related notes (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control - Integrated Framework (2013) issued by the COSO.

Substantial Doubt about the Company's Ability to Continue as a Going Concern

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1a to the consolidated financial statements, the Company has incurred recurring losses and negative cash flows from operating activities and has an accumulated deficit as of December 31, 2025. These circumstances raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1a. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty. This matter is also described in the "Critical Audit Matters" section of our report.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Annual Report on Internal Control over Financial Reporting appearing under Item 15. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

The Company's ability to continue as a going concern

As described above and in Note 1a to the consolidated financial statements, the Company has an accumulated deficit and its activities have been funded primarily through offerings of the Company's securities and borrowing. There is no assurance that the Company's business will generate sustainable positive cash flows to fund its business. Management expects that the Company will incur additional losses as it continues to focus its resources on advancing its commercial operations, as well as further development and enhancement of its imaging technology, obtaining and maintaining regulatory approvals and expanding its sales, marketing and operational infrastructure, all of which will result in negative cash flows from operating activities. Management believes that its current resources are insufficient to fund its activities for a period exceeding 12 months from the date of issuance of the consolidated financial statements. These conditions and events raise substantial doubt about the Company's ability to continue as a going concern.

The principal considerations for our determination that performing procedures related to the Company's ability to continue as a going concern is a critical audit matter are the estimation and execution uncertainty regarding the Company's future cash flows and management's judgments and assumptions in estimating these cash flows to conclude the Company would have sufficient liquidity to fund its operations for at least 12 months from the date of issuance of the consolidated financial statements. This in turn led to a high degree of auditor subjectivity and judgment to evaluate the audit evidence supporting the liquidity conclusions.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with our overall opinion on the consolidated financial statements. Our audit procedures included, among others, testing the reasonableness of the forecasted revenue, operating expenses, and uses and sources of cash used in management's assessment of whether the Company has sufficient liquidity to fund operations for at least 12 months from the consolidated financial statements issuance date. This testing included testing the effectiveness of controls over management's liquidity assessment including the review of the inputs and assumptions used in this assessment. We assessed the appropriateness of forecast assumption by comparing prior period forecasts to actual results, comparing forecasted revenue to recent historical financial information, testing the underlying data generated to prepare the forecast scenarios and determined whether there was adequate support for the assumptions underlying the forecast, considering the terms of the Company's existing loans and evaluating management's analysis of the impact of the above assumptions on the forecasted cash flows. We assessed the adequacy of the Company's going concern disclosures included in Note 1a to the consolidated financial statements.

/s/ Kesselman & Kesselman
Certified Public Accountants (Isr.)
A member firm of PricewaterhouseCoopers International Limited

Tel Aviv
April 30, 2026

We have served as the Company's auditor since 2019.

NANO-X IMAGING LTD.

CONSOLIDATED BALANCE SHEETS
(U.S. dollars in thousands, except share and per share data)

	December 31,	
	2025	2024
	U.S. Dollars in thousands	
Assets		
CURRENT ASSETS:		
Cash and cash equivalents	49,151	39,304
Short-term deposits	10,459	15,500
Marketable securities	-	18,402
Accounts receivables net of allowance for credit losses of $367 and $112 as of December 31, 2025, and December 31, 2024, respectively.	2,013	1,805
Inventories	3,070	1,493
Prepaid expenses	1,255	827
Other current assets	845	1,349
TOTAL CURRENT ASSETS	66,793	78,680
NON-CURRENT ASSETS:		
Restricted deposits	361	337
Long-term deposits	-	10,000
Property and equipment, net	29,677	45,355
Goodwill	316	-
Operating lease right-of-use asset	3,518	3,843
Intangible assets	59,868	69,995
Other non-current assets	1,632	1,792
TOTAL NON-CURRENT ASSETS	95,372	131,322
TOTAL ASSETS	162,165	210,002
Liabilities and Shareholders' Equity		
CURRENT LIABILITIES:		
Short-term loan	3,136	3,061
Accounts payable	2,886	2,209
Accrued expenses	4,224	3,968
Deferred revenue	534	140
Contingent short-term earnout liability	304	-
Current maturities of operating lease liabilities	950	745
Other current liabilities	4,854	3,849
TOTAL CURRENT LIABILITIES	16,888	13,972
NON-CURRENT LIABILITIES:		
Non-current operating lease liabilities	3,765	3,640
Non-current deferred revenue	17	-
Contingent long-term earnout liability	173	-
Deferred tax liability	600	2,576
Other long-term liabilities	990	695
TOTAL NON-CURRENT LIABILITIES	5,545	6,911
TOTAL LIABILITIES	22,433	20,883
COMMITMENTS AND CONTINGENCIES		
SHAREHOLDERS' EQUITY:		
Ordinary Shares, par value NIS 0.01 per share 100,000,000 authorized at December 31, 2025 and December 31 2024, 69,590,228 and 63,762,001 issued and outstanding at December 31, 2025 and December 31, 2024, respectively	198	181
Additional paid-in capital	588,301	562,688
Accumulated other comprehensive loss	-	(1)
Accumulated deficit	(448,767)	(373,749)
TOTAL SHAREHOLDERS' EQUITY	139,732	189,119
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	162,165	210,002

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

NANO-X IMAGING LTD.

CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(U.S. dollars in thousands, except share and per share data)

	Year ended December 31,		
	2025	2024	2023
	U.S. Dollars in thousands		
REVENUE	13,021	11,283	9,905
COST OF REVENUE	25,809	21,892	16,497
GROSS LOSS	(12,788)	(10,609)	(6,592)
OPERATING EXPENSES:			
Research and development, net	19,236	20,182	26,049
Sales and Marketing	5,665	3,410	4,168
General and administrative	21,587	22,455	24,272
Goodwill impairment	-	-	7,420
Change in contingent earnout liability	7	-	(4,488)
Impairment of long-lived assets	17,528	-	-
Other expenses (income)	1,423	90	(1,424)
TOTAL OPERATING EXPENSES	65,446	46,137	55,997
OPERATING LOSS	(78,234)	(56,746)	(62,589)
REALIZED INCOME (LOSS) FROM SALE OF MARKETABLE SECURITIES	-	2	(178)
FINANCIAL INCOME, net	1,424	2,870	1,652
OPERATING LOSS BEFORE INCOME TAXES	(76,810)	(53,874)	(61,115)
INCOME TAX BENEFIT	1,792	358	339
NET LOSS	(75,018)	(53,516)	(60,776)
BASIC AND DILUTED LOSS PER SHARE	(1.16)	(0.91)	(1.08)
WEIGHTED AVERAGE NUMBER OF BASIC AND DILUTED ORDINARY SHARES OUTSTANDING (IN THOUSANDS)	64,790	58,673	56,368
NET LOSS	(75,018)	(53,516)	(60,776)
Other comprehensive income:			
Reclassification of net losses (income) realized in income statement	-	(2)	178
Unrealized gain from marketable securities	1	306	1,491
Total other comprehensive income:	1	304	1,669
TOTAL COMPREHENSIVE LOSS	(75,017)	(53,212)	(59,107)

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

NANO-X IMAGING LTD.

CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY
(U.S. dollars in thousands, except share and per share data)

	Ordinary shares		Additional paid-in capital	Accumulated other comprehensive loss	Accumulated deficit	Total
	Number of shares	Amount				
	U.S. Dollars in thousands					
BALANCE AT JANUARY 1, 2023	55,094,237	158	477,953	(1,974)	(259,457)	216,680
CHANGES DURING 2023:						
Issuance of ordinary shares and warrants, net of issuance expenses **	2,142,858	6	27,133	-	-	27,139
Issuance of ordinary shares upon exercise of RSUs	34,750	*	-	-	-	*
Issuance of ordinary shares upon exercise of options	251,391	*	903	-	-	903
Issuance of ordinary shares under settlement agreement with former stockholders of USARAD Holding Inc.	255,392	1	1,560	-	-	1,561
Reclassification of earn-out liability to equity	-	-	1,500	-	-	1,500
Share-based compensation	-	-	6,838	-	-	6,838
Unrealized gain from marketable securities, net	-	-	-	1,669	-	1,669
Net loss for the year	-	-	-	-	(60,776)	(60,776)
BALANCE AT DECEMBER 31, 2023	57,778,628	165	515,887	(305)	(320,233)	195,514
CHANGES DURING 2024:						
Issuance of ordinary shares, net of issuance expenses **	5,046,990	14	37,820	-	-	37,834
Issuance of ordinary shares upon exercise of RSUs	190,000	*	-	-	-	-
Issuance of ordinary shares upon exercise of options	746,383	2	1,668	-	-	1,670
Share-based compensation	-	-	7,313	-	-	7,313
Unrealized gain from marketable securities, net	-	-	-	304	-	304
Net loss for the year	-	-	-	-	(53,516)	(53,516)
BALANCE AT DECEMBER 31, 2024	63,762,001	181	562,688	(1)	(373,749)	189,119
Issuance of ordinary shares, net of issuance expenses **	5,624,989	17	21,188	-	-	21,205
Issuance of ordinary shares upon exercise of RSUs	12,985	*	-	-	-	-
Issuance of ordinary shares upon exercise of options	74,027	*	163	-	-	163
Issuance of ordinary shares under settlement agreement with former stockholders of MDW	116,226	*	-	-	-	-
Share-based compensation	-	-	4,262	-	-	4,262
Unrealized gain from marketable securities, net	-	-	-	1	-	1
Net loss for the year	-	-	-	-	(75,018)	(75,018)
BALANCE AT DECEMBER 31, 2025	69,590,228	198	588,301	-	(448,767)	139,732

* Less than $1.
** Issuance expenses totaled to $1,076, $970 and $2,861 in 2025, 2024 and 2023 respectively.

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

NANO-X IMAGING LTD.

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year ended December 31,		
	2025	2024	2023
	U.S. Dollars in thousands		
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss for the year	(75,018)	(53,516)	(60,776)
Adjustments required to reconcile net loss to net cash used in operating activities:			
Share-based compensation	4,190	7,261	6,838
Amortization of intangible assets	10,508	10,612	10,612
Impairment of long-lived assets	17,528		
Impairment of goodwill	-	-	7,420
Change in contingent earnout liability	7	-	(4,488)
Depreciation	1,189	1,121	1,198
Deferred tax liability, net	(1,976)	(377)	(377)
Realized loss (income) from sale of marketable securities	-	(2)	178
Exchange rate differentials	153	(512)	69
Amortization of premium, discount and accrued interest on marketable securities	108	(260)	735
Interest of short-term deposits	(459)	-	-
Loss from disposal of property and equipment	207	202	1,297
Changes in operating assets and liabilities, net of effects of businesses acquired:			
Change in inventories	(325)	(277)	-
Accounts receivable, net	107	(321)	(507)
Prepaid expenses and other current assets	409	190	1,940
Other non-current assets	29	218	(251)
Accounts payable	288	(1,316)	(153)
Accrued expenses and other liabilities	1,182	490	(8,956)
Operating lease assets and liabilities	655	209	352
Deferred revenue	130	(403)	(37)
Other long-term liabilities	295	83	129
Net cash used in operating activities	(40,793)	(36,598)	(44,777)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Release of (investment in) restricted deposits	-	46	(373)
Cash paid for business combinations (see note 3)	(200)	-	-
Proceeds from maturity of marketable securities	18,295	41,187	38,287
Purchase of marketable securities	-	(33,017)	-
Proceeds from sale of marketable securities	-	-	822
Investment in short-term deposits	-	(15,500)	-
Maturity of short-term deposits	15,500	-	-
Investment in long-term deposits	-	(10,000)	-
Investment in SAFE	(15)	-	-
Purchase of property and equipment	(4,207)	(2,767)	(3,303)
Net cash provided by (used in) investing activities	29,373	(20,051)	35,433
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from issuance of ordinary shares and warrants, net of issuance costs	21,205	37,834	27,139
Payment due to settlement of contingent earnout liabilities	-	-	(790)
Proceeds from issuance of ordinary shares upon exercise of options	163	1,670	903
Net cash provided by financing activities	21,368	39,504	27,252
EFFECT OF CHANGES IN EXCHANGE RATES ON CASH AND CASH EQUIVALENTS	(101)	72	(60)
NET CHANGE IN CASH AND CASH EQUIVALENTS	9,847	(17,073)	17,848
CASH AND CASH EQUIVALENTS AT BEGINNING OF THE YEAR	39,304	56,377	38,529
CASH AND CASH EQUIVALENTS AT END OF THE YEAR	49,151	39,304	56,377
SUPPLEMENTARY INFORMATION ON ACTIVITIES INVOLVING CASH FLOWS:			
Cash paid for income taxes	184	53	3
Cash paid for interest	132	140	149
SUPPLEMENTARY INFORMATION ON ACTIVITIES NOT INVOLVING CASH FLOWS:			
Contingent earnout liability recognized in connection with a business combination	470	-	-
Issuance of ordinary shares in connection with earnout liability	-	-	1,561
Reclassification of earn-out liability to equity	-	-	1,500
Non-cash purchase of property and equipment			

	74	223	-
Operating lease liabilities arising from obtaining operating right-of use assets	131	-	4,411

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

NOTE 1 — GENERAL:

a. Nano-X Imaging Ltd., an Israeli Company (hereinafter "the Company" or "Nanox IL"), was incorporated on December 20, 2018 and commenced its operations on September 3, 2019.

In August 2020, the Company completed an IPO and its ordinary shares began to trade on Nasdaq with net proceeds received from the IPO of approximately $169 million.

On September 19, 2019, Nanox IL established Nanox Imaging Inc. (hereinafter "Nanox Japan"), a wholly owned subsidiary in Japan. Starting 2024 Nanox Japan is inactive.

On September 25, 2020, Nanox IL established Nano-X Korea Inc. (hereinafter "Nanox Korea"), a wholly owned subsidiary in Korea.

On September 30, 2021, Nanox IL established Nanox Imaging Inc. (hereinafter "Nanox U.S."), a wholly owned subsidiary in the United States. On the same date, Nanox U.S. established Nanox MDW Inc. (hereinafter "Nanox MDW").

On November 2, 2021, Nanox U.S. completed the acquisition of 100% of the shares of USARAD Holdings, Inc.

On November 4, 2021, the Company completed the merger with Zebra Medical Vision Ltd (which subsequently changed its name to Nanox AI).

On January 1, 2024, Nanox IL established Nanox Impact Inc. (hereinafter "Nanox Impact"), a wholly owned subsidiary in the United States.

On November 19, 2025, the company completed the acquisition of 100% of the shares of Vaso Healthcare IT Corp (which subsequently changed its name to Nanox Health IT Inc.) (hereinafter "NHIT").

The Company, together with its subsidiaries, develops a commercial-grade tomographic imaging device with a digital X-ray source, provides teleradiology services and develops artificial intelligence applications designed to be used in real-world medical imaging applications. The Company's solution, referred to as the Nanox Multi Source System, has two integrated components – "Nanox.ARC" and "Nanox.CLOUD". Nanox.ARC is a medical tomographic imaging system incorporating the Company's novel digital X-ray source. Nanox.CLOUD is a platform which employs a matching engine to match medical images to radiologists, provides image repository, connectivity to diagnostic assistive AI systems, billing and reporting. On April 1, 2021, the Company received clearance from the FDA to market the Company's Nanox Cart X-Ray System, which is the Company's Single Source System. On April 28, 2023, the Company received clearance from the FDA to market the Nanox.ARC (including the Nanox.CLOUD) as a stationary X-ray system intended to produce tomographic images of the human musculoskeletal system adjunctive to conventional radiography, on adult patients. On December 4, 2024, the Company received clearance from the FDA to market the Nanox.ARC (including the Nanox.CLOUD) as a stationary X-ray system intended to produce tomographic images for general use including human musculoskeletal system, pulmonary, intra-abdominal, and paranasal sinus indications, adjunctive to conventional radiography, on adult patients. This device is intended to be used in professional healthcare facilities or radiological environments, such as hospitals, clinics, imaging centers and other medical practices by trained radiographers, radiologists and physicists.

On February 25, 2025, the Company received its CE (Conformité Européenne) mark certification to market the multi-source Nanox.ARC system, including the Nanox.CLOUD, its accompanying cloud-based infrastructure in Europe.

In August 2022, the Company entered into a supply agreement with Re-medi Co Ltd. in order to integrate Remedi's two-dimensional ("2D") imaging systems (using traditional X-ray tubes) to the Nanox.CLOUD and the Nanox.MARKETPLACE, creating a mobile 2D X-ray system that enables remote readings of scans with AI-powered imaging analysis and a global teleradiology solution, which is referred to as the "Nanox.CONNECT."

NOTE 1 — GENERAL: (continued):

The Company has experienced net losses and negative cash flows from operations since its inception. The Company anticipates such losses will continue until its product candidates reach commercial profitability. On July 26, 2023, the Company raised $30 million in a registered direct offering by selling 2.1 million of the Company's ordinary shares, together with 5 year warrants to purchase up to 2.1 million ordinary shares with an exercise price of $19.00 per share at a combined purchase price of $14.00 per share. The net proceeds of the offering were approximately $27.1 million.

On June 7, 2024, the Company entered into a Controlled Equity OfferingSM Sales Agreement (the "Sales Agreement") with Cantor Fitzgerald & Co. and Mizuho Securities USA LLC (each individually, an "Agent" and collectively, the "Agents") relating to the issuance and sale from time to time of the Company's ordinary shares. In accordance with the terms of the Sales Agreement, the Company may offer and sell its ordinary shares having an aggregate offering price of up to $100 million from time to time through the Agents pursuant to the sales agreement. The Agents will be entitled to compensation at a commission rate of up to 2.5 % of the aggregate gross proceeds from each sale of ordinary shares.

The Company issued 1,798,459 and 5,046,990 ordinary shares in gross consideration of $7.3 and $38.8 million and net consideration of $7.1 and $37.8 million for the years ended December 31, 2025, and 2024, respectively, under the Sales Agreement.

On November 23, 2025, the Company entered into a securities purchase agreement (the "Purchase Agreement") with a single institutional investor (the "Purchaser") for the purchase and sale of 3,826,530 of the Company's ordinary shares, par value NIS 0.01 per share (the "ordinary shares") at a purchase price of $3.92 per share, in a registered direct offering. Gross consideration of $15 million and net consideration of $14.1 million were received from the purchase agreement.

Since incorporation through December 31, 2025, the Company has an accumulated deficit of $448,767 and its activities have been funded mainly by the sale of its Common Stock and positive cash flow from the Teleradiology business segment. The Company expects to continue to incur significant costs related to its ongoing operations. Management expects that the Company's cash and cash equivalents, and deposits as of December 31, 2025 are not sufficient to support the Company's operations under its current operating plans for at least one year from the issuance date of these financial statements. These factors raise substantial doubt as to the Company's ability to continue as a going concern.

Management is continuing in the process of fund raising in the private equity and capital markets as the Company will need to finance future activities However, there is no assurance that the Company will be able to obtain such funding. In addition, the Company is exploring the use of mitigating actions such as postponing expenses that are not based on firm commitments. These consolidated financial statements do not include any adjustments that may be necessary should the Company be unable to continue as a going concern.

b. Economic and geopolitical risks

U.S., Israel and global economies and markets are experiencing volatility and disruption following the escalation of geopolitical tensions. As a result of the military conflict between Russia and Ukraine, sanctions and penalties have been levied by the United States, European Union and other countries against Russia. Russian military actions and the resulting sanctions could have a negative impact on supply chains, the Company's MSaaS agreements relating to Russia and Belarus or the region and adversely affect the global economy and financial markets.

Additionally, the Company monitors changes in tariffs, including recently imposed tariffs by the U.S. government and the effects of retaliatory tariffs and countermeasures from affected countries.

Although the length and impact of the ongoing military conflicts and tariffs are highly unpredictable, they could lead to market disruptions, including significant volatility in commodity prices, credit and capital markets. Any of the abovementioned factors could affect the Company's business, prospects, financial condition, and operating results. The extent and duration of the military actions, sanctions and resulting market disruptions are impossible to predict, but could be substantial.

As of December 2025, the impact of this war on the Company's results of operations and financial condition was immaterial, but such impact may increase, which could be material, as a result of the continuation, escalation, or expansion of such war.

c. The security situation in Israel

In October 2023, Israel was attacked by Hamas, a terrorist organization and entered a state of war. Since the commencement of these events, there have been additional active hostilities, including with Hezbollah in Lebanon, the Houthi movement which controls parts of Yemen, and with Iran. In October 2025, the Israeli-Hamas war concluded pursuant to a ceasefire that has mostly been upheld by the sides since that time.

On February 28, 2026, Israel and the United States initiated a preemptive attack on Iran to which Iran responded with ballistic missile and drone attacks. On April 8, 2026 a ceasefire between the parties was declared. To date, there was no material adverse impact on Company's operations and financial conditions due to this war. The Company continues to monitor political and military developments closely and examine the consequences for its operations and assets

The Company's headquarters, its R&D operations, and certain manufacturing and assembly facilities are located in Israel.

Currently, such activities in Israel remain largely unaffected. As of December 31, 2025, the impact of this war on the Company's results of operations and financial condition was immaterial.

NOTE 2 — SIGNIFICANT ACCOUNTING POLICIES:

a. Basis of presentation

The Company's consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States (hereinafter, "U.S GAAP") and include the accounts of the Company and of all its wholly owned subsidiaries. Intercompany accounts and transactions have been eliminated in consolidation.

b. Use of estimates in the preparation of financial statements

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates, and such differences may have a material impact on the Company's consolidated financial statements. As applicable to these consolidated financial statements, the most significant estimates relate to goodwill impairment, impairment of long-lived assets, useful lives of intangible assets, income tax, legal and other contingencies and share-based payments. The Company bases its estimates on historical experience, known trends and events and various other factors that the Company believes are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. The Company evaluates its estimates and assumptions on an ongoing basis. The Company's actual results may differ from these estimates under different assumptions or conditions.

c. Functional currency

The U.S. dollar is the currency of the primary economic environment in which the operations of the Company and its subsidiaries are conducted. A substantial portion of the revenue and operational costs are denominated in U.S. dollars. Accordingly, the functional currency of the Company is the U.S. dollar ("primary currency"). Transactions and balances originally denominated in dollars are presented at their original amounts. Balances in foreign currencies are translated into the primary currency using historical and current exchange rates for nonmonetary and monetary balances, respectively. For foreign transactions and other items reflected in the statements of operations, the following exchange rates are used: (1) for transactions – exchange rates at transaction dates or average rates and (2) for other items (derived from nonmonetary balance sheet items such as depreciation) – historical exchange rates. The resulting transaction gains or losses are recorded as financial income or expenses.

d. Business Combinations

The Company allocates the fair value of consideration transferred in a business combination to the assets acquired, liabilities assumed, and non-controlling interests in the acquired business based on their fair values at the acquisition date. Acquisition-related expenses are recognized separately from the business combination and are expensed as incurred. The excess of the fair value of the consideration transferred plus the fair value of any non-controlling interest in the acquiree over the fair value of the assets acquired, liabilities assumed in the acquired business is recorded as goodwill. The fair value of the consideration transferred may include a combination of cash, equity securities, earn out payments and deferred payments. The allocation of the consideration transferred in certain cases may be subject to revision based on the final determination of fair values during the measurement period, which may be up to one year from the acquisition date. The cumulative impact of revisions during the measurement period is recognized in the reporting period in which the revisions are identified. The Company includes the results of operations of the businesses that it has acquired in its consolidated results prospectively from the respective dates of acquisition.

NOTE 2 — SIGNIFICANT ACCOUNTING POLICIES (continued):

The Company records obligations in connection with its business combinations at fair value on the acquisition date. Each reporting period thereafter, the Company revalues earn-out liabilities and records the changes in their fair value in the consolidated statements of operations and comprehensive loss.

Changes in the fair value of earn-out liabilities can result from adjustments to the discount rates, sales and profitability targets. This fair value measurement represent Level 3 measurements, as they are based on significant inputs not observable in the market. Significant judgment is required in determining the assumptions utilized as of the acquisition date and for each subsequent period. Accordingly, changes in the assumptions described above could have a material impact on the Company's consolidated results of operations.

e. Cash and cash equivalents

Cash equivalents consist of short-term deposits and money market funds. The short-term deposits are short-term unrestricted highly liquid investments that are readily convertible to cash and with original maturities of three months or less at acquisition. The money market funds consist of institutional investors' money market funds and are readily redeemable to cash.

f. Short-term and long-term deposits

Deposits with original maturity dates of more than three months but less than one year are included in short-term deposits.

Deposits with maturity of more than one year are considered long-term.

g. Marketable Securities

All highly liquid investments are classified as marketable securities and have been classified and accounted for as available-for-sale. Investment in securities consists of debt securities classified as available-for-sale and recorded at fair value. The Company classifies its marketable securities as either short-term or long-term based on each instrument's underlying contractual maturity date and its reasonable expectation regarding those securities. Unrealized gains and losses on marketable debt securities classified as available-for-sale are reported net of reclassifications in other comprehensive income/(loss).

Premiums and discounts on debt securities are amortized or accreted over the life of the related security as an adjustment to yield using the effective interest method. Such amortization and accretion are included in the "Financial income, net" line item in the consolidated statements of operations.

h. Inventories:

Inventories include raw materials, spare parts and finished products and are valued at the lower of cost or net realizable value. Costs include materials, labor, external service, and manufacturing overhead. The Company adjusts excess and obsolete inventories to net realizable value and write-downs of excess and obsolete inventories are recorded as a component of cost of revenues.

i. Accounts receivables

Accounts receivables are presented net of the allowance for expected credit loss and consists of short term receivables that arise in the normal course of business. The Company performs ongoing credit evaluations of its customers' financial condition and typically requires no collateral from its customers.

The Company maintains the allowance for estimated losses resulting from the inability of the Company's customers to make required payments. The allowance represents the current estimate of lifetime expected credit losses over the remaining duration of existing accounts receivable considering current market conditions and supportable forecasts when appropriate. The estimate is a result of the Company's ongoing evaluation of collectability, customer creditworthiness, historical levels of credit losses, and future expectations.

Changes in the allowance for credit losses are recognized in general and administrative expenses. Accounts receivables are written-off against the allowance for credit losses when management deems the accounts are no longer collectible.

NOTE 2 — SIGNIFICANT ACCOUNTING POLICIES (continued):

j. Property and equipment, net

Property and equipment are stated at cost, net of accumulated depreciation. Depreciation is calculated on a straight-line basis over the following estimated useful lives:

	Years
Computers and electronic equipment	3-7
Office furniture and lab equipment	5-7
Nanox ARC	7
Vehicles	7
Equipment and machinery	5-10
Production line facility	20

Leasehold improvements are amortized over the terms of the respective leases or the estimated useful lives of the improvements, whichever is shorter.

k. Intangible Assets, net

Goodwill

Goodwill reflects the excess of the consideration transferred plus the fair value of any non-controlling interest in the acquiree at the business combination date over the fair values of the identifiable net assets acquired. Goodwill is an asset representing the future economic benefits arising from other assets acquired in a business combination that are not individually identified and separately recognized. The Company allocated goodwill to its reporting units based on the reporting unit expected to benefit from the business combination. The primary items that generate goodwill include the value of the synergies between the acquired companies and the Company and the acquired assembled workforce, neither of which qualifies for recognition as an intangible asset. The Company performs an annual impairment assessment of goodwill at the reporting unit level in the fourth quarter of each year, or more frequently if indicators of potential impairment exist. ASC 350 allows an entity to first assess qualitative factors to determine whether a quantitative goodwill impairment test is necessary. Further testing is only required if the entity determines, based on the qualitative assessment, that it is more likely than not that a reporting unit's fair value is less than its carrying amount. Otherwise, no further impairment testing is required. Examples of events or circumstances that may be indicative of impairment include but are not limited to: macroeconomic and industry conditions, overall financial performance and adverse changes in legal, regulatory, market share and other relevant entity specific events. An entity has the option to bypass the qualitative assessment for any reporting unit in any period and proceed directly to the quantitative goodwill impairment test. This would not preclude the entity from performing the qualitative assessment in any subsequent period. The quantitative assessment compares the fair value of the reporting unit to its carrying value, including goodwill.

As of December 31, 2025, the only remaining goodwill relates to the acquisition of NHIT. The goodwill was assigned to the AI and software Solutions segment.

During 2023, the Company recognized a goodwill impairment of $7,420 thousand related to the acquisition of USARAD and Nanox AI (refer to Note 4).

NOTE 2 — SIGNIFICANT ACCOUNTING POLICIES (continued):

Other Intangible Assets, net

Definite life intangible assets are amortized using the straight-line method over their estimated period of useful life. Amortization of radiologist relationships, market platform, developed technology and image big data are recorded under cost of revenues. Amortization of trade names and customer relationships are recorded under sales and marketing expenses. In addition, the amortization period for intangible assets is reassessed and, if necessary, revised.

l. Impairment of long-lived assets

The Company's long-lived assets, such as property, plant and equipment, operating lease right-of-use asset and identifiable intangible assets are reviewed for potential impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Impairment indicators which could trigger an impairment may include, among others, any significant changes in the manner of the Company's use of the assets or the strategy of the Company's overall business, certain reorganization initiatives, significant negative industry or economic trends or when the Company concludes that it is more likely than not that an asset will be disposed of or sold. The recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the future undiscounted cash flows expected to be generated by such assets. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. This measurement includes significant estimates and assumptions inherent in the estimate of the fair value of identifiable intangible assets and property and equipment such as assumptions associated with forecasting profitability, including operational margins and capital expenditures. Accordingly, changes in the assumptions described above could have a material impact on our consolidated results of operations. As further described under Note 6, in the fourth quarter of 2025, the Company recorded an impairment charge of $17,528 in respect of its chip production line in Korea. This charge was recorded under "Impairment of long-lived assets" line item in the consolidated statements of operations and comprehensive income (loss). During 2024 and 2023, the Company did not recognize any impairment charge related to its definite life intangible assets.

m. Investment in Equity Securities

The Company's investment in equity securities consists of non-marketable equity securities, which is an investment in a privately held company and presented under other non-current assets. The Company's equity investment does not have a readily determinable fair value. The investment is measured as cost method investment under the measurement alternative prescribed within ASU 2016-01 "Financial Instruments—Recognition and Measurement of Financial Assets and Financial Liabilities" to the extent such an investment is not subject to consolidation or the equity method. Under the measurement alternative, this investment is carried at cost, less any impairment, adjusted for changes resulting from observable price changes in orderly transactions for an identical or similar investment of the same issuer. The investment is impaired if based on a qualitative assessment of impairment indicators, the fair value of the investment is less than its carrying amount. If considered impaired, the difference between the carrying amount and fair value should be recorded in the consolidated statement of operations.

In February 2022, the Company purchased 67,000 common shares of a privately held company for an amount of $1,010 thousand.

NOTE 2 — SIGNIFICANT ACCOUNTING POLICIES (continued):

n. Severance pay

Israeli labor law generally requires severance pay be granted upon dismissal of an employee or upon termination of employment under certain other circumstances. Pursuant to Section 14 of the Severance Compensation Act, 1963 ("Section 14"), all of the Company's employees in Israel are entitled to monthly deposits, at a rate of 8.33% of their monthly salary, made in their name with insurance companies. Payments under Section 14 relieve the Company from any future severance payment obligation with respect to those employees and, as such, the Company may only utilize the insurance policies for the purpose of disbursement of severance pay. As a result, the Company does not recognize an asset nor liability for these employees.

In 2025, 2024 and 2023, all of the employees of the Company and its subsidiary in Israel are subject to Section 14 of the Severance Law. Severance pay expenses for 2025, 2024 and 2023 amounted to $1,253 thousand, $1,043 thousand and $1,024 thousand, respectively.

o. Legal and other contingencies

Certain conditions, such as legal proceedings, may exist as of the date the consolidated financial statements are issued that may result in a loss to the Company, but that will only be resolved when one or more future events occur or fail to occur. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company's management evaluates with its legal advisors the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought. Such assessment inherently involves an exercise of judgment. Legal fees are expensed as incurred. Litigation outcomes and contingencies are unpredictable and excessive verdicts can occur. Therefore, the Company's assessments involve complex judgments concerning future events and often rely heavily on estimates and assumptions. The Company applies the guidance in ASC 450-20-25 when assessing losses resulting from contingencies. The Company reviews the adequacy of the accruals on a periodic basis and may determine to alter its reserves at any time in the future if the Company believes it would be appropriate to do so. As such accruals are based on management's judgment as to the probability of losses and, where applicable, actuarially determined estimates, accruals may materially differ from actual verdicts, settlements or other agreements made with regards to such contingencies. If the assessment of a contingency indicates that it is probable that a material loss would be incurred and the amount of the liability can be estimated, then the Company records an accrued expense in the Company's consolidated financial statements based on its best estimate. Loss contingencies considered to be remote by management are generally not disclosed unless material. For additional information, see note 10.

p. Revenue Recognition

The majority of the Company's revenues are derived from radiology service fees received from various payors based on established billing rates. Revenues are derived directly from hospitals and healthcare providers. The Company recognizes revenue in the period in which the performance obligation is satisfied. The Company records the amount of revenue that reflects the consideration that it expects to receive in exchange for those services. The Company applies the following five-step model in order to determine this amount: (i) identification of the contract with a customer; (ii) identification of the promised services in the contract and determination of whether they represent performance obligations, including whether they are distinct in the context of the contract; (iii) measurement of the transaction price, including the constraint on variable consideration; (iv) allocation of the transaction price to the performance obligations; and (v) recognition of revenue when (or as) the Company satisfies each performance obligation. The teleradiology services have one performance obligation where the Company acts as principal to its customers (imaging centers, hospitals, and other healthcare providers). Revenue is recognized at a point in time when such performance obligation is satisfied, specifically when the radiologist completes the reading and the annotation of the patient's images. At large, payments are due at satisfaction of the Company's performance obligation and after the Company issues an invoice. The Company's teleradiology fees are fixed based on the type of modalities and agreed with its customers prior to rendering its services. Invoices are issued monthly for services rendered in the same month. Payments are due upon receipt of the invoice. The Company assesses collectability as part of the revenue recognition model. This assessment includes a number of factors such past due amounts, past payment history, and current economic conditions. If it is determined that collectability cannot be reasonably assured, the Company will not recognize the revenue until collectability is assured. The Company records deferred revenue for any upfront payments received in advance of the Company's performance obligations being satisfied.

Nanox AI derives most of its revenues from subscription revenues, which are comprised of subscription fees from customers accessing the Company's cloud computing services and support revenues (collectively, "Services"). The Services allow customers to use the Company's software without taking possession of the software. Revenue is recognized ratably over the contract term beginning on the date that the platform is made available to a customer.

Certain of the Nanox AI's customers pay in advance of satisfaction of performance obligations according to payment schedules. Nanox AI records contract liabilities to deferred revenue when the customer's consideration is due or when the Company receives customer payments before the performance obligations are satisfied on its contracts.

NOTE 2 — SIGNIFICANT ACCOUNTING POLICIES (continued):

q. Research and development expenses, net

Research and development expenses are presented net of grants and charged to the statement of operations as incurred and consist primarily of personnel, materials and supplies for research and development activities.

Grants received from Israel Innovation Authority (hereafter — "IIA") are recognized when the grant becomes receivable, provided there is reasonable assurance that the Company will comply with the conditions attached to the grant and there is reasonable assurance the grant will be received. The grant is deducted from the research and development expenses as the applicable costs are incurred.

Since the payment of royalties is not probable when the grants are received, the Company records a liability in the amount of the estimated royalties for each individual contract, when the related revenues are recognized, as part of Cost of revenues. For more information regarding such royalties commitments and regarding grants and participation received, see Note 10.

r. Income tax

1) The Company accounts for income taxes in accordance with ASC 740, "Income Taxes" ("ASC 740"). ASC 740 prescribes the use of the liability method whereby deferred tax asset and liability account balances are determined based on differences between the financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The Company provides a valuation allowance, if necessary, to reduce deferred tax assets to their estimated realizable value if it is more likely than not that a portion or all of the deferred tax assets will not be realized, based on the weight of available positive and negative evidence. Deferred tax liabilities and assets are classified as non-current.

2) Taxes that would apply in the event of disposal of investments in foreign and domestic subsidiaries have not been taken into account in computing the deferred tax assets as it is apparent that the temporary differences will not reverse in the foreseeable future.

3) The Company accounts for uncertain tax positions in accordance with ASC 740-10. ASC 740-10 contains a two-step approach to recognizing and measuring uncertain tax positions. The first step is to evaluate the tax position taken or expected to be taken in a tax return by determining if the weight of available evidence indicates that it is more likely than not that, on an evaluation of the technical merits, the tax position will be sustained on audit, including resolution of any related appeals or litigation processes. The second step is to measure the tax benefit as the largest amount that is more than 50% (cumulative probability) likely to be realized upon ultimate settlement. The Company accrues interest and penalties related to unrecognized tax benefits under taxes on income (tax benefit).

4) Valuation allowances are provided unless it is more likely than not that the deferred tax asset will be realized. In the determination of the appropriate valuation allowances, the Company considers future reversals of existing taxable temporary differences, the most recent projections of future business results, that may enhance the likelihood of realization of a deferred tax asset. Assessments for the realization of deferred tax assets made at a given balance sheet date are subject to change in the future, particularly if earnings of the company or any of its subsidiaries are significantly higher or lower than expected, or if the Company takes operational or tax positions that could impact the future taxable of its earnings or its subsidiaries earnings. Accordingly, changes in the assumptions described above could have a material impact on the Company's consolidated results of operations.

s. Share-based compensation

The Company accounts for share-based compensation under ASC 718, "Compensation - Stock Compensation," which requires the measurement and recognition of compensation expense based on estimated fair values for all share-based payment awards made to non-employees, employees, officers and directors. ASC 718 requires companies to estimate the fair value of equity-based payment awards on the date of grant. The Company uses the Black-Scholes option-pricing model as part of such estimation.

NOTE 2 — SIGNIFICANT ACCOUNTING POLICIES (continued):

The Company recognizes compensation expenses for its stock-based option awards and RSUs on a straight-line basis over the requisite service period (primarily a four-year period). The Company accounts for forfeitures as they occur.

t. Loss per share

Basic loss per share is computed by dividing net loss attributable to holders of ordinary shares of the Company by the weighted average number of ordinary shares outstanding for each reporting period (including vested RSUs).

In computing the Company's diluted earnings per share, the denominator for diluted earnings per share is a computation of the weighted-average number of ordinary shares and the potential dilutive ordinary shares outstanding during the period. Potential dilutive ordinary shares result from assumed exercise of investor warrants and options and the assumed vesting of RSUs, using the "treasury stock" method.

The Company did not take into account any dilutive instruments, such as investor warrants and share-based payments, since their effect is anti-dilutive.

u. Fair value measurement

Fair value is based on the price that would be received from the sale of an asset or that would be paid to transfer a liability in an orderly transaction between market participants at the measurement date. In order to increase consistency and comparability in fair value measurements, the guidance establishes a fair value hierarchy that prioritizes observable and unobservable inputs used to measure fair value into three broad levels, which are described as follows:

Level 1: Quoted prices (unadjusted) in active markets that are accessible at the measurement date for assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2: Observable prices that are based on inputs not quoted on active markets, but corroborated by market data.

Level 3: Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

In determining fair value, the Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible and considers counterparty credit risk in its assessment of fair value.

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

NOTE 2 — SIGNIFICANT ACCOUNTING POLICIES (continued):

The Company's financial instruments consist mainly of cash and cash equivalents, short and long-term deposits restricted deposits, accounts receivable, accounts payable, accrued expenses and other liabilities. The fair value of these financial instruments approximates their carrying value.

	Balance as of December 31, 2025			
	Level 1	**Level 2**	**Level 3**	**Total**
Assets:				
Money market funds (*)	-	257	-	257
Total assets	-	257	-	257
	-			
Liabilities:				
Short-term loan			3,116	3,116
Contingent short-term earnout liability (***)	-	-	304	304
Contingent long-term earnout liability (***)	-	-	173	173
Total liabilities	-	-	3,593	3,593

	Balance as of December 31, 2024			
	Level 1	**Level 2**	**Level 3**	**Total**
Assets:				
Money market funds (*)	-	4,321	-	4,321
Marketable securities (**)	-	18,402	-	18,402
Total assets	-	22,723	-	22,723
Liabilities:				
Short-term loan	-	-	2,972	2,972
Total liabilities	-	-	2,972	2,972

The Company classifies AFS securities within Level 2 because it uses alternative pricing sources and models utilizing market observable inputs to determine their fair value.

(*) As of December 31, 2025, approximately $257 thousand of money market funds were classified under "Cash and Cash equivalents" in the consolidated balance sheets as such securities met all applicable classification criteria. As of December 31, 2024, approximately $4,321 thousand of money market funds were classified under "Cash and Cash equivalents" in the consolidated balance sheets as such securities met all applicable classification criteria.

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

NOTE 2 — SIGNIFICANT ACCOUNTING POLICIES (continued):

(**) The following tables summarize the amortized cost, unrealized gains and losses, and fair value of available-for-sale marketable securities as of December 31, 2025 and 2024:

	December 31, 2024		
	Fair value	Cost or amortized cost	Gross unrealized holding loss
Level 2 securities:			
Corporate debt	15,516	15,517	(1)
Treasury bills	1,985	1,985	-
Agency bonds	901	901	-
Total	18,402	18,403	(1)

As of December 31, 2025 and 2024, the Company's debt securities and certificates of deposit had the following maturity dates:

	December 31	
	2025	2024
Due within one year	-	18,402
Total	-	18,402

(***) The income valuation approach is applied and the valuation inputs include the contingent payment arrangement terms, discount rate and probability assessments.

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

NOTE 2 — SIGNIFICANT ACCOUNTING POLICIES (continued):

Contingent earnout liability:

The Company determines the fair value of the liabilities for the earn-out contingent consideration based on a discounted cash flow analysis with regards to the achievement of certain milestones and discount rate. This fair value measurement is based on significant unobservable inputs and thus represents a Level 3 measurement within the fair value hierarchy. The contingent short and long term earnout liability consideration is evaluated quarterly. Changes in the fair value of contingent consideration liabilities are recorded in the consolidated statements of operations.

The following table summarizes the activity for those financial liabilities where fair value measurements are estimated utilizing Level 3 inputs:

	December 31, 2025	December 31, 2024	December 31, 2023
Fair value at the beginning of the year	-	-	8,339
Initial recognition of earnout liabilities	470	-	-
Change in fair value of earn out liabilities obligation	7	-	(4,488)
Issuance of ordinary shares due to achievement of milestones and settlement of contingent consideration (*)	-	-	(1,561)
Payment due to settlement of contingent earnout liabilities (*)	-	-	(790)
Reclassification of earn-out liability to equity	-	-	(1,500)
Fair value at the end of the year	477	-	-

(*) On April 28, 2023, the Company agreed to pay an aggregate amount of $290 in cash and 45,392 ordinary shares to the former stockholders of USARAD, in consideration for the achievement of certain milestones in connection with the first earn out period, as defined in the USARAD Stock Purchase Agreement. In addition, the Company and the former shareholders of USARAD entered into a settlement agreement with respect to any additional amount that could be granted to the shareholders of USARAD as consideration for the remainder of the milestones and applicable earn-outs under the USARAD Stock Purchase Agreement, according to which the Company agreed to pay an aggregate of $500 in cash and 210,000 ordinary shares to the former stockholders of USARAD. As a result of the settlement, both parties' performance obligations under the USARAD Stock Purchase Agreement have been satisfied in full.

v. Concentration of Credit Risks

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents, Short-term and Long-term deposits, restricted deposit, marketable securities and accounts receivable.

The Company's cash and cash equivalents and restricted deposits are invested with major banks in Israel, the United States and Korea. Generally, these investments may be redeemed upon demand and the Company believes that the financial institutions that hold the Company's cash balances are financially sound and, accordingly, bear minimal risk.

The Company's accounts receivable is derived primarily from sales to the Company's teleradiology business segment located mainly in the United States. Concentration of credit risk with respect to accounts receivable is mitigated by the fact that trade accounts receivables is typically due upon the issuance of invoice for services rendered.

NOTE 2 — SIGNIFICANT ACCOUNTING POLICIES (continued):

w. Leases

The Company accounts for leases in accordance with ASC 842. The Company determines if an arrangement is a lease at inception. Balances related to operating leases are included in operating lease right-of-use ("ROU") assets, current maturities of operating leases liabilities and Non-current operating leases liabilities in the consolidated balance sheets.

ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized as of the commencement date based on the present value of lease payments over the lease term. On the commencement date, lease payments that include variable lease payments dependent on an index or a rate (such as the Consumer Price Index or a market interest rate), are initially measured using the index or rate at the commencement date. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. The company elected to separate between lease and non-lease components and will recognize the non-lease component as expense when incurred. The discount rate for the lease is the rate implicit in the lease unless that rate cannot be readily determined. As the Company's leases do not provide an implicit rate, the Company's uses its estimated incremental borrowing rate based on the information available at the commencement date in determining the present value of lease payments. Lease expense for lease payments is recognized on a straight-line basis over the lease term (see also note 7).

x. Segment reporting

ASC 280, "Segment Reporting," establishes standards for reporting information about operating segments. Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performance. The Company's chief operating decision maker is the Company's Chief Executive Officer (the "CODM"), who makes resource allocation decisions and assesses performance based on financial information prepared on a consolidated basis, accompanied by disaggregated information about revenues, gross profit and operating loss by the three identified reportable segments. The Company's business includes three operating segments based on the services that the Company provides. The three segments are composed of the Nanox.ARC segment, the AI and software solutions segment and the Radiology services segment.

y. New Accounting pronouncements

Accounting pronouncements adopted in the period

In December 2023, the FASB issued ASU 2023-09 Improvements to Income Tax Disclosures. The ASU improves the transparency of income tax disclosures by requiring (1) consistent categories and greater disaggregation of information in the rate reconciliation and (2) income taxes paid disaggregated by jurisdiction. It also includes certain other amendments to improve the effectiveness of income tax disclosures. For public business entities, the ASU is effective for annual periods beginning after December 15, 2024. The Company adopted this standard retrospectively to all prior periods presented in the Company's financial statements, the adoption of this guidance resulted in expanded disclosures in our consolidated financial statements, refer to note 12.

New Accounting pronouncements Accounting Pronouncements effective in future periods

In November 2024, the FASB issued ASU 2024-03 *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosure (Subtopic 220-40): Disaggregation of Income Statement Expense and ASU 2025-01, Income Statement – Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date*. The ASU improves the disclosures about a public business entity's expenses and provides more detailed information about the types of expenses in commonly presented expense captions. The amendments require that at each interim and annual reporting period an entity will, inter alia, disclose amounts of purchases of inventory, employee compensation, depreciation and amortization included in each relevant expense caption (such as cost of sales, general and administrative, and research and development). The ASU is effective for annual reporting periods beginning after December 15, 2026, and interim periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted. The Company is evaluating the potential impact of this guidance on its consolidated financial statement disclosures.

NOTE 2 — SIGNIFICANT ACCOUNTING POLICIES (continued):

In July 2025, the FASB issued Accounting Standards Update 2025-05, Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets ("ASU 2025-05"). ASU 2025-05 provides a practical expedient that all entities can use when estimating expected credit losses for current accounts receivable and current contract assets arising from transactions accounted for under ASC 606, Revenue from Contracts with Customers. Under this practical expedient, an entity is allowed to assume that the current conditions it has applied in determining credit loss allowances for current accounts receivable and current contract assets remain unchanged for the remaining life of those assets. ASU 2025-05 is effective for fiscal years beginning after December 15, 2025, and interim reporting periods in those years. Entities that elect the practical expedient and, if applicable, make the accounting policy election are required to apply the amendments prospectively. ASU 2025-05 is not expected to have a material impact on the Company's consolidated financial statements.

In September 2025, the FASB issued Accounting Standards Update 2025-06, Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software ("ASU 2025-06"). ASU 2025-06 provides targeted improvements to the accounting for internal-use software costs by replacing the existing project-stage model with a principles-based approach to determine when capitalization of costs should begin. ASU 2025-06 is effective for all entities for annual reporting periods beginning after December 15, 2027 on a prospective basis, with early adoption permitted. The Company is currently evaluating the potential impact that ASU 2025-06 will have on its consolidated financial statements.

In December 2025, the FASB issued ASU 2025-10, Government Grants (Topic 832) – Accounting for Government Grants Received by Business Entities. The ASU adds guidance to Accounting Standards Codification 832 on the recognition, measurement, and presentation of government grants. The guidance will be effective for annual reporting periods beginning after December 15, 2028, and interim reporting periods within those annual reporting periods. Early adoption is permitted. The standard updates are to be applied using either a modified prospective, modified retrospective, or full retrospective approach, as detailed in the ASU. The Company is currently evaluating the impact of adoption of the standard update on its consolidated financial statements

NOTE 3 – BUSINESS COMBINATION:

The acquisition of Nanox Health IT Inc. (the "NHIT transaction")

On November 19, 2025 (the "NHIT closing date"), the Company completed the acquisition of 100% of the shares of Vaso Healthcare IT Corp. (which subsequently changed its name to Nanox Health IT Inc.), a Delaware corporation ("NHIT"), pursuant to the terms of the Stock Purchase Agreement, dated November 19, 2025, between Nanox Imaging Inc., and Vaso Corporation Inc. NHIT is a healthcare information technology provider serving hospitals and healthcare providers across the United States, resells and supports third-party healthcare IT infrastructure, cybersecurity, compliance, and imaging and clinical systems solutions for U.S. healthcare organizations. At the NHIT closing date, Nanox U.S. purchased 100% of the shares of NHIT on a fully diluted basis for $200 thousand in cash. In addition, upon the successful achievement of certain milestones related to revenue from active customers as defined in the Stock Purchase Agreement, the Company will pay additional cash consideration in the amount of up to $600 thousand Earn-Out that shall be calculated as 10% of all revenues received from current NHIT's active customers as of Closing date, during the two-year earn-out period. Revenue in the amount of $382 thousand and net loss in the amount of $165 thousand of the acquiree included in the Company's consolidated statements of operations for the period starting from the closing date to December 31, 2025.

The NHIT transaction was accounted in accordance with ASC 805, "Business Combinations", using the acquisition method of accounting with the Company as the acquirer.

The following table summarizes the fair value of the consideration transferred to NHIT shareholders for the NHIT transaction:

	U.S. $ in thousands
Cash payments	$ 200
Contingent consideration at estimated fair value	470
Total consideration	$ 670

In accordance with ASC 805, the estimated contingent consideration as of the Vaso Corporation Inc. transaction date was included in the purchase price. The total contingent payments could reach to a maximum aggregate amount of up to $600 thousand. All of the payments shall be settled in cash. The estimated fair value of the contingent consideration is based on management's assessment of whether, and at what level, the financial metrics will be achieved, and the present value factors associated with the timing of the payments. This fair value measurement is based on significant unobservable inputs in the market and thus represents a Level 3 measurement within the fair value hierarchy. Changes in the fair value of contingent consideration will be recorded in operating expenses.

NOTE 3 – BUSINESS COMBINATION (continued):

The fair value of the contingent consideration is based on the projected revenue from the acquired customers. The weighted average discount rate, calculated based on the relative fair value of the contingent consideration liabilities, was 24.4%. The contingent consideration is evaluated quarterly, or more frequently, if circumstances dictate. Changes in the fair value of contingent consideration are recorded in consolidated statements of income. Significant changes in unobservable inputs, mainly the probability of success and revenue projected, could result in changes to the contingent consideration liabilities.

The allocation of the purchase price to assets acquired and liabilities assumed is as follows:

	Allocation of Purchase Price (U.S. $ in thousands)
Cash and cash equivalents	$ -
Accounts Receivables	315
Intangible assets	381
Other current assets	333
Total assets acquired	1,029
Accounts payables	315
Other labilities	79
Deferred revenue	281
Total liabilities assumed	675
Total assets acquired, and liabilities assumed, net	354
Goodwill	316

The allocation of the purchase price to net assets acquired and liability assumed resulted in the recognition of intangible asset related to customers' relationship of $381 thousand and goodwill of $316 thousand. As such, the goodwill will be assigned to the operational segment of AI and software solutions. The goodwill is attributable to the workforce of the acquired business. The intangible asset relates to customers' relationship has a useful-life of 7.08 years. This fair value measurement is based on significant unobservable inputs in the market and thus represents a Level 3 measurement within the fair value hierarchy. The fair value of the contingent consideration is based on the projected revenue from the acquired customers. The weighted average discount rate was 24.4%. The contingent consideration is evaluated quarterly, or more frequently, if circumstances dictate. Changes in the fair value of contingent consideration are recorded in consolidated statements of income. Changes in unobservable inputs, mainly the probability of success and revenue projected, could result in changes to the contingent consideration liabilities. Refer to notes 2d and 2k.

The amount of the acquisition-related costs was approximately $116 thousand which was recognized as an expense in the general and administration expenses.

The following unaudited pro forma information presents the combined results of operations of the Company and NHIT as if the acquisition of NHIT had been completed on January 1, 2024.

The unaudited pro forma results include adjustments primarily related to amortization of the acquired intangible assets as referenced above, as of January 1,2024. The unaudited pro forma results do not reflect any cost-saving synergies from operating efficiencies, or the effect of the incremental costs incurred from integrating NHIT. Accordingly, these unaudited pro forma results are presented for informational purposes only and are not necessarily indicative of what the actual results of operations of the combined company would have been if the acquisition of NHIT had occurred at the beginning of 2024.

	For the Year Ended December 31, 2025	For the Year Ended December 31, 2024
	US$ in thousand	
Revenue	$ 16,197	$ 15,880
Net loss	$ (76,140)	$ (54,308)

NOTE 4 — GOODWILL & INTANGIBLE ASSETS, NET:

Goodwill

The following table presents the changes in the carrying amount of goodwill during the periods ended December 31, 2025, 2024 and 2023 (U.S. dollars in thousands):

Segment of Operation	Radiology Services	AI and software Solutions	Total
Balance as of January 1, 2023	7,055	365	7,420
Impairment of the Goodwill related to the acquisition of Nanox AI	-	(365)	(365)
Impairment of the Goodwill related to the acquisition of USARAD	(7,055)	-	(7,055)
Balance as of December 31, 2023	-	-	-
Balance as of December 31, 2024	-	-	-
Goodwill from acquisition of Nanox Health IT Inc. (*)	-	316	316
Balance as of December 31, 2025	-	316	316

(*) The goodwill balance related to the acquisition of Nanox Health IT Inc. is not deductible for tax purposes.

The company expect to finalize the valuation as soon as practicable, but not later than one year from the acquisition date.

Goodwill impairment assessments for the year ended December 31, 2023

AI solutions reporting unit

During 2023, in light of triggering events arising from the increase of the discount rate and changes in the Company's estimates as a result of business specific considerations, the Company performed a quantitative assessment for goodwill impairment for the Company's AI solutions reporting unit. The amount of goodwill assigned to the AI solutions reporting unit on the interim testing date was $365 thousand. When evaluating the fair value of the AI solutions reporting unit under the income approach, the Company used a discounted cash flow model which utilized Level 3 measures that represent unobservable inputs. Key assumptions used to determine the estimated fair value include: (a) internal cash flows forecasts for 7 years following the assessment date, including expected revenue growth, costs to sales and operating expenses; (b) an estimated terminal value using a terminal year long-term future growth rate of 3.0% determined based on the growth prospects of the reporting unit; and (c) a discount rate of 22.7% which reflects the weighted-average cost of capital adjusted for the relevant risk associated with the AI solutions reporting unit's operations and the uncertainty inherent in the Company's internally developed forecasts. Specifically, as part of the Company's interim impairment test, in making the assumptions mentioned in clauses (a) and (b) above, the Company considered (1) the efforts and time required for the AI solutions reporting unit to achieve financial stability, (2) its estimate that it would take approximately one year for such unit to generate any material revenue and two years to achieve profitability; and (3) its estimate that it would take longer than we originally expected for such unit to generate material revenues, gross profit, and positive operating cash flows, especially from its population health applications.

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

NOTE 4 — GOODWILL & INTANGIBLE ASSETS, NET (Continued):

As a result of the impairment assessment, the Company concluded that the fair value of the AI solutions reporting unit decreased below its carrying value and therefor the Company recorded a goodwill impairment charge of $365 thousand. As a result, the goodwill assigned to the AI solutions reporting unit was fully impaired.

Radiology services reporting unit

During 2023, in light of triggering events arising from the increase of the discount rate and changes in the Company's estimates as a result of business specific considerations, the Company performed a quantitative assessment for goodwill impairment for the Company's radiology services reporting unit. The amount of goodwill assigned to the AI solutions reporting unit on the interim testing date, which had not changed from the amount assigned to such unit on the acquisition date, was $7,055 thousand. When evaluating the fair value of the Radiology services reporting unit under the income approach, the Company used a discounted cash flow model which utilized Level 3 measures that represent unobservable inputs. Key assumptions used to determine the estimated fair value include: (a) internal cash flows forecasts for 8 years following the assessment date, including expected revenue growth, costs to sales and operating expenses; (b) an estimated terminal value using a terminal year long-term future growth rate of 3.0% determined based on the growth prospects of the reporting unit; and (c) a discount rate of 27.9% which reflects the weighted-average cost of capital adjusted for the relevant risk associated with the Radiology services reporting unit's operations and the uncertainty inherent in the Company's internally developed forecasts. Specifically, as part of the Company's interim impairment test, in making the assumptions mentioned in clauses (a) and (b) above, the Company considered (1) the efforts and time required for the Radiology services reporting unit to achieve financial stability, (2) its estimate that it would take approximately one year for such unit to generate any material revenue and two years to achieve profitability; and (3) its estimate that it would take longer than we originally expected for such unit to generate material revenues, gross profit, and positive operating cash flows, especially from its population health applications. As a result of the impairment assessment, the Company concluded that the fair value of the Radiology services reporting unit decreased below its carrying value and therefor the Company recorded a goodwill impairment charge of $7,055 thousand. As a result, the goodwill assigned to the Radiology services reporting unit was fully impaired.

Intangible assets

Identifiable intangible assets consisted of the following:

	Useful life	Gross carrying amount		Accumulated amortization December 31,		Net carrying amount	
	(Years)	2025	2024	2025	2024	2025	2024
Developed technology	10	27,316	27,316	11,389	8,655	15,927	18,661
Image big data	10	52,500	52,500	21,875	16,625	30,625	35,875
Market platform	4	2,591	2,591	2,591	2,052	-	539
Radiologist relationships	11.17	17,770	17,770	6,636	5,042	11,134	12,728
Trade name	12.17	2,095	2,095	717	545	1,378	1,550
Customer relationships	6.17-7.08	1,703	1,322	899	680	804	642
Total balance as of December 31, 2025		103,975	103,594	44,107	33,599	59,868	69,995

No impairment was recognized in connection with definite life intangible assets during the reporting periods.

Amortization expenses were $10,508, $10,612 and $10,612 thousand for the years ended December 31, 2025, 2024, and 2023.

NOTE 4 — GOODWILL & INTANGIBLE ASSETS, NET (Continued):

Amortization of intangible assets for each of the next five years and thereafter is expected to be as follows (U.S. dollars in thousands):

Year ended December 31,	
2026	10,018
2027	10,018
2028	9,804
2029	9,804
2030	9,804
Thereafter	10,420
Total	59,868

NOTE 5 — INVENTORIES:

Inventory is valued at the lower of cost or net realizable value. Costs include materials, labor, external service and manufacturing overhead.

The following table summarizes the Company's inventories:

	December 31,	
	2025	**2024**
Raw materials and parts	1,341	808
Finished goods	1,729	685
	3,070	1,493

NOTE 6 — PROPERTY AND EQUIPMENT, NET:

Composition of property and equipment grouped by major classifications is as follows:

	December 31,	
	2025	**2024**
Office furniture and lab equipment	594	660
Computers and electronic equipment	1,902	1,685
Equipment and machinery	6,191	3,456
Nanox.ARC	6,495	3,838
Leasehold improvement	1,208	1,126
Vehicles	296	296
Land – See b below	6,314	6,314
Production line– See b below	12,299	33,659
	35,299	51,034
Less: accumulated depreciation	(5,622)	(5,679)
Total property and equipment, net	29,677	45,355

a. Total depreciation in respect of property and equipment were approximately $1,189 thousand, $1,121 thousand and $1,198 thousand for the years ended December 31, 2025, 2024 and 2023, respectively. A loss from disposal of property and equipment in the amount of $207 thousand, $202 thousand and $1,297 thousand was recorded for the years ended December 31, 2025, 2024 and 2023, respectively, in relation to the Company's Property, Plant and Equipment.

b. In December 2020, Nanox Korea purchased land for approximately $6,314 thousand upon which it built a fabrication facility. In 2021, Nanox Korea completed the construction of the permanent fabrication plant. In the fourth quarter of 2025, the Company began transitioning away from certain manufacturing activities at its facility in South Korea and moving from a company-owned manufacturing model to a more fully outsourced approach. As a result, the Company concluded that starting in the fourth quarter the chip production line will no longer generate positive future cash flows and estimated the fair value of the chip production line to be nil. As a result, the Company recorded an impairment charge of $17,528 thousands of machinery and equipment of the Company's chip manufacturing line. This charge was recorded under "Impairment of long-lived assets" line item in the consolidated statements of operations and comprehensive loss for the year ended December 31, 2025. This impairment charge is allocated to the Nanox.ARC segment.

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

NOTE 7 — LEASES:

As of December 31, 2025, the Company has several operating building and car lease agreements:

Since the second half of 2023, the Company started leasing two office floors and parking spaces in Petah Tikva.

The Company leases approximately 3080 square meters (1540 each floor). The lease agreement is effective through October 2028 with an option to extend the lease term through the second lease term, additional 5 years. The Company decided that the lease term for the lease components will include both the Initial Lease Term and the Second Lease Term meaning effective through October 2033.

The average monthly payment for this agreement is approximately $59 thousand.

The Company leases vehicles to some of its employees. The lease agreement is effective through March 2028 and the monthly payment in 2025 was approximately $7 thousand.

Nanox Imaging Inc. leased its offices in the U.S. under operating lease agreement which expired in January 2025. The monthly rent payment for this agreement was approximately $6 thousand.

USARAD Holdings inc. leases its offices in the U.S. under operating lease agreement which expires in December 2027. The monthly rent payment for this agreement is approximately $12 thousand.

Nanox Impact inc. leases its offices in the U.S. under operating lease agreement which expires in August 2026. The monthly rent payment for this agreement is approximately $6 thousand.

The table below presents the effects on the amounts relating to the Company's total lease costs:

	Year ended December 31,	
	2025	**2024**
Operating lease cost:		
Fixed payments	1,014	1,118
Variable Lease Cost	13	13
Total operating lease cost	1,027	1,131

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

NOTE 7 — LEASES (continued):

The table below presents supplemental cash flow information related to operating leases:

	Year ended December 31,	
	2025	**2024**
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows used in operating leases	1,099	1,196
Right-of-use assets obtained in exchange for lease obligations (non-cash):		
Operating leases	131	-

The table below presents supplemental balance sheet information related to operating leases:

	December 31,	
	2025	**2024**
Operating leases:		
Operating lease right-of-use assets	3,518	3,843
Current maturities of operating leases	950	745
Non-current operating leases	3,765	3,640
Total operating lease liabilities	4,715	4,385

	December 31,	
	2025	**2024**
Weighted average remaining lease term		
Operating leases	7.34	8.16
Weighted average discount rate		
Operating leases	12.77%	12.73%

The table below presents maturities of operating lease liabilities:

	December 31, 2025
2026	1,008
2027	995
2028	888
2029	916
2030	916
Thereafter	2,560
Total operating lease payments	7,283
Less: imputed interest	2,568
Present value of lease liabilities	4,715

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

NOTE 8 — DEFERRED REVENUE

The following table represents the changes in deferred revenue for the year ended December 31, 2025 and December 31, 2024:

	Deferred Revenue
Balance at January 1, 2024 (*)	543
Additions	165
Revenue recognized in the reported period	(568)
Balance at December 31, 2024	140
Additions	236
Increase due to the business combination	281
Revenue recognized in the reported period	(106)
Balance at December 31, 2025 (**)	551

* Includes only short term deferred revenue in the Company's consolidated balance sheets as of December 31, 2024 and January 1, 2024.

** Includes $17 thousand under long term deferred revenue in the Company's consolidated balance sheets as of December 31, 2025.

NOTE 9 — SHORT-TERM LOAN

During September 2021, Nanox Korea entered into a 3 year Loan agreement with a Korean Bank, according to which the Bank granted the Company a loan in the amount of $3.8 million. During September 2024, the loan was extended for an additional 12 months and during September 2025, December 2025, and March 2026, the loan was extended for an additional 3 months for each period. The original loan bears an annual interest at a rate of 3 months KORIBOR and 1.149%, the extensions bear fix rate, interest payments are due on a monthly basis and the principal is due at the end of the loan term. The bank received a floating charge on the Nanox Korea's assets.

NOTE 10 — COMMITMENTS AND CONTINGENCIES:

From time to time, the Company may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm the Company's business.

In September 2020, two securities class action complaints were filed in the United States District Court for the Eastern District of New York against the Company and certain then-current officers and a director, which were subsequently consolidated and captioned as *White v. Nano-X Imaging Ltd. et al.*, Case No. 1:20-cv-04355 (the "White Action"), alleging violations of securities laws on behalf of all persons and entities that purchased or otherwise acquired the Company's publicly traded securities between August 21, 2020 and September 15, 2020, and seeking unspecified damages. In addition, on October 5, 2021, a class action complaint was filed in the United States District Court for the Eastern District of New York against the Company and certain of its officers, captioned *McLaughlin v. Nano-X Imaging Ltd. et al.*, Case No. 1:21-cv-05517 (the "McLaughlin Action"). The amended complaint in that action, filed on April 12, 2022, alleges that defendants violated the federal securities laws in connection with certain disclosures concerning the cost of the Nanox.ARC system as well as the comparison of the Nanox.ARC to CT scanners, among other allegations. The Lead Plaintiff in the McLaughlin Action seeks to represent a class of investors who purchased the Company's publicly-traded securities between August 21, 2020 and November 17, 2021. The Company entered into a term sheet on April 28, 2023, to settle all shareholder class action litigation related to the McLaughlin Action and the consolidated White Action. On June 2, 2023, the Company entered into a formal settlement agreement to settle the McLaughlin Action and the consolidated White Action for $8 million. On October 31, 2023, Magistrate Judge Kuo preliminarily approved the settlement and on February 15, 2024, held a final approval hearing, during which she requested that the parties submit updated settlement claims information by letter on or before February 29, 2024 for incorporation into a final report and recommendation. The parties submitted the letter on February 29, 2024, and on April 17, 2024, Magistrate Judge Kuo issued a report and recommendation recommending that Judge Kovner grant the motion for final approval of the settlement. On May 7, 2024, Judge Kovner entered an order adopting Magistrate Judge Kuo's report and recommendation and finally approving the settlement. On May 10, 2024, the judgment was entered, and the case was dismissed with prejudice. Due to the settlement agreement, during December, 2023 the Company deposited $5 million and the D&O insurance carrier deposited $3 million (The $3 million was recorded as other income in the consolidated statements of operations and comprehensive loss) in a trust account in connection with the settlement agreement.

NOTE 10 — COMMITMENTS AND CONTINGENCIES (continued):

The Division of Enforcement of the U.S. Securities & Exchange Commission (the "SEC" or the "Commission") conducted an investigation to determine whether there had been any violations of the federal securities laws, relating to the development cost of the Company's Nanox.ARC prototypes, as well as the Company's estimate for the cost of assembling the final Nanox.ARC product at scale, among other things. The Company and Ran Poliakine, former Chairman of the Board of Directors of the Company, have reached final agreements with the SEC staff to settle this matter, which agreements were approved by the United States District Court for the Southern District of New York in October 2023. The Company paid a civil penalty in the amount of $650 recorded on Other expenses (income) and was permanently enjoined from violating Section 17(a)(2) of the Securities Act of 1933 (the "Securities Act") and Section 13(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rules 12b-20 and 13a-1 thereunder. Mr. Poliakine paid disgorgement of $240, together with prejudgment interest of $27, paid a civil penalty of $150, and was permanently enjoined from violating Section 17(a)(2) of the Securities Act and aiding and abetting any violation of Section 13(a) of the Exchange Act and Rules 12b-20 and 13a-1 thereunder.

On May 1, 2023, the Company received a notice alleging several causes of action, including breach of a consulting agreement between the claimant and Nanox Imaging PLC (the "Gibraltar Entity") that was entered into in 2015. The claimant's demand from the Company is for the payment of approximately $1.26 million for unpaid consulting fees from the Gibraltar Entity and approximately $25 million connection with his claimed entitlement to securities in the Gibraltar Entity. On or about December 21, 2023, a claim was filed in Israel against the Company, the Gibraltar Entity and the late Mr. Ran Poliakine, based on allegations previously dismissed by a U.S. court In the State of California. The Company reiterates its strong denial of the plaintiff's baseless claims and emphasizes that the Company was never a party to the consulting agreement with the plaintiff. In addition, the Company is not responsible for any potential liabilities of the Gibraltar Entity, which is a separate legal entity. On April 5, 2024, the Gibraltar Entity filed an amended claim and a request for an anti-suit injunction ("ASI") in Gibraltar against the plaintiff. On November 18, 2024, the Gibraltar court granted the Gibraltar entity's request and issued an ASI, preventing the plaintiff from continuing to pursue the present claim against the Gibraltar entity in Israel. As a result, the dispute between the plaintiff and the Gibraltar entity will be adjudicated before the Gibraltar court, in accordance with Gibraltar law.

In January 2025, the plaintiff filed a new claim against the Company with the Gibraltar court, which was dismissed due to procedural defects. The plaintiff filed an additional claim against the Company, which was served on the Company on December 25, 2025. The Company decided not to contest the jurisdiction of the Gibraltar court and consent to the Gibraltar Jurisdiction, and will therefore submit a statement of defense in Gibraltar court. In light of the above, on February 1, 2026, the plaintiff filed with the court in Israel a motion seeking to dismiss the claim submitted against the Company in Israel and thereby close the proceedings in Israel. The Company has submitted its response to the motion, together with a request for an award of costs, on April 26, 2026, in which it argued that there was no basis to file the claim against it in the first place, as its adjudication is contingent upon a prior determination of the date of termination of the engagement between the Plaintiff and Gibraltar Entity, before the court in Gibraltar, and only thereafter, to the extent it is determined that a breach occurred (which is denied), could the claims against the Company, which are wholly denied, be addressed.

On December 11, 2025, the Company received a letter from a shareholder detailing certain purported concerns and allegations relating to representations made during negotiations regarding a certain asset transaction. On April 19, 2026, the Company entered into a settlement agreement with said shareholder, pursuant to which the alleging shareholder, on its own behalf and on behalf of its shareholders, fully released us from any and all claims, including those mentioned in the shareholder's letter, claims relating to the asset transaction, and claims relating to the relationship with the shareholder and its affiliates and shareholders. In return for the release, and without admission of any liability, the Company agreed to issue to the shareholder 450,000 ordinary shares.

As of December 31, 2025, the Company has accrued an amount of $1,260 thousand in connection with the above referenced complaint. The accrual was recorded against other expenses, net in the consolidated statements operations and comprehensive loss.

IIA grants

Under the Innovation Law (formerly known as the Encouragement of Industrial Research and Development Law, 5744-1984) as currently in effect, Nanox AI is required to pay royalties to the IIA of 3% on sales of products and services based on technology and know-how developed using such IIA research and development grants, until 100% (which may be increased under certain circumstances) of the grant, linked to the U.S. dollar and bearing interest at the SOFR rate, is repaid. As of December 31, 2025, Nanox AI had paid royalties to the IIA in the amount of approximately $90 and had a remaining liability to the IIA of approximately $3.9 million.

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

NOTE 11 — SHAREHOLDERS' EQUITY:

a. Share capital

Each holder of the Company's ordinary shares, par value NIS 0.01 per share, is entitled to one vote. The holders of ordinary shares are also entitled to receive dividends whenever funds are legally available and declared by the Company's Board of Directors (the "Board"). Since inception, the Company has not declared any dividends.

The following table presents the number of authorized and issued and outstanding shares as of each reporting date for each class of shares:

	December 31, 2025		December 31, 2024	
	Authorized	Issued and Outstanding	Authorized	Issued and Outstanding
Ordinary shares	100,000,000	69,590,228	100,000,000	63,762,001
Total	100,000,000	69,590,228	100,000,000	63,762,001

On April 28, 2023, the Company entered into a settlement with respect to any additional amount that could be granted under the Agreement, according to which the Company issued USARAD Holding Inc. former shareholders an additional 255,392 ordinary shares (representing additional consideration of approximately $1,561 thousand). As a result of the settlement, both parties' performance obligations under the Agreement have been satisfied in full.

On July 26, 2023 the Company entered into a securities purchase agreement with a single institutional investor for the purchase and sale of 2,142,858 of the Company's ordinary shares, par value NIS 0.01 per share together with warrants to purchase up to 2,142,858 ordinary shares at a combined purchase price of $14.00 per share, in a registered direct offering. The warrants have an exercise price of $19.00 per share, are exercisable immediately upon issuance and will expire five years from issuance. The Company accounts for the warrants in accordance with the guidance contained in Accounting Standards Codification 815 ("ASC 815"), "Derivatives and Hedging". Accordingly, the warrants are considered indexed to the entity's own stock and are classified within equity.

On June 7, 2024, the Company entered into a Controlled Equity OfferingSM Sales Agreement (the "Sales Agreement") with Cantor Fitzgerald & Co. and Mizuho Securities USA LLC (each individually, an "Agent" and collectively, the "Agents") relating to the issuance and sale from time to time of the Company's ordinary shares. In accordance with the terms of the Sales Agreement, the Company may offer and sell our ordinary shares having an aggregate offering price of up to $100 million from time to time through the Agents pursuant to the sales agreement. The Agents will be entitled to compensation at a commission rate of up to 2.5 % of the aggregate gross proceeds from each sale of ordinary shares. The Company issued 1,798,459 and 5,046,990 ordinary shares in gross consideration of $7.3 and $38.8 million and net consideration of $7.1 and $37.8 million for the years ended December 31, 2025, and 2024, respectively, under the Sales Agreement.

In May 2025, the Company issued 116,226 ordinary shares in connection with the asset acquisition of MDWEB LLC, originally completed in 2021.

The shares were issued following the achievement of certain milestones in 2023, at which time the corresponding earn-out contingent liability was reclassified to equity.

On November 23, 2025, the Company entered into a securities purchase agreement (the "Purchase Agreement") with a single institutional investor (the "Purchaser") for the purchase and sale of 3,826,530 of the Company's ordinary shares, par value NIS 0.01 per share (the "ordinary shares") at a purchase price of $3.92 per share, in a registered direct offering. Gross consideration of $15 million and net consideration of $14.1 million were received from the purchase agreement.

During 2025, 74,027 options to purchase ordinary shares were exercised to ordinary shares in consideration of $163.

b. Share based compensation

On September 3, 2019, the Company's board of directors resolved to adopt an equity incentive plan (the "Plan"). Based on such plan, each option will be exercisable for one ordinary share of the Company and will become exercisable at such terms and during such periods, as the Company's board of directors shall determine. Pursuant to the Plan (and further increase of option pool approved by the Company's board of directors), 8,041,936 ordinary shares of NIS 0.01 par value of the Company are reserved for issuance upon the exercise of the same amount of awards to be granted to some of the Company's employees, directors and consultants. On August 2024, the Board of Directors of the Company approved a further increase of option pool by 2,303,894 to 10,345,830 ordinary shares of NIS 0.01 par value of the Company that will be reserved for issuance upon the exercise of the same amount of awards to be granted to some of the Company's employees, directors and consultants.

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

NOTE 11 — SHAREHOLDERS' EQUITY (continued):

As of December 31, 2025, there were 3,141,940 ordinary shares reserved for the equity incentive plan. The Company's board of directors also approved the Plan for the purpose of selecting the capital gains tax track, under Section 102 of the Israeli Income Tax Ordinance, for options granted to the Company's Israeli employees.

As of December 31, 2025, there is an unrecognized share-based compensation expense of $6,028 thousand to be recognized over the average remaining vesting period of 1.75 years.

During 2025, the Company granted certain employees, officers and directors awards to purchase 316,970 of the Company's ordinary shares for an average exercise price of $11.54. The Company's stock options have a term of 10 years from grant date. The granted options generally vest as follows: 25% on the first anniversary from the "Vesting Start Date" as defined in the grant agreement and remainder vest ratably over the following 12 quarters. Included in the awards are 87,720 RSUs that were granted to certain members of the Board of Directors of the Company on December 10, 2025. The Company recorded an expense of $106 thousand attributable to RSUs awards during the reporting period.

The following table summarizes share-based awards for the period ended December 31, 2025:

	Year ended December 31, 2025	
	Number of share-based payment awards	**Weighted average exercise Price (in U.S. Dollar)**
Outstanding at beginning of year	4,447,876	14.63
Changes during the year:		
Granted	316,970	11.54
Exercised	(87,012)	1.84
Forfeited	(254,659)	19.07
Outstanding at end of year	4,423,175	14.41
Aggregate intrinsic value	3,301	-
Exercisable at end of year	3,633,213	14.71
Aggregate intrinsic value	3,301	-

The fair value of each granted award is estimated at the date of grant using the Black-Scholes option-pricing model. The assumptions used for the year ended December 31, 2025 and year ended at December 31, 2024 are as follows:

	Year ended December 31, 2025	**Year ended December 31, 2024**
Dividend yield	0	0
Expected volatility	73.09% - 82.16%	80.19% - 82.66%
Risk-free interest rate	3.83% - 4.43%	3.83% - 4.53%
Expected term (years)	6.25 - 10	6.25 - 10

The expected volatility is based on the combination of the historical volatility of the Company (with weigh of 50%) and comparable companies (with weigh of 50%) according to the available data. The risk-free interest rate assumption is based on observed interest rates appropriate for the expected term of the awards granted in dollar terms.

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

NOTE 11 — SHAREHOLDERS' EQUITY (continued):

The following table summarizes information concerning outstanding and exercisable awards as of December 31, 2025:

December 31, 2025				
Awards outstanding			**Awards exercisable**	
Exercise price	**Number of awards outstanding at end of year**	**Weighted average remaining contractual life (years)**	**Number of awards exercisable at end of year**	**Weighted average remaining contractual life (years)**
$ 0.00-0.01	140,632*)	-	26,934	-
$ 2.21	1,493,781	3.94	1,493,781	3.94
$ 11.06	14,000	7.39	8,750	7.39
$ 11.52	549,500	7.94	266,562	7.63
$ 16.00	45,000	4.62	45,000	4.62
$ 17.63	1,067,384	7.31	698,058	6.72
$ 23.19	210,000	5.78	210,000	5.78
$ 23.84	509,768	5.96	491,018	5.96
$ 23.86	53,100	5.75	53,100	5.75
$ 30.66	26,400	5.53	26,400	5.53
$ 30.93	20,000	4.81	20,000	4.81
$ 40.21	32,600	5.19	32,600	5.19
$ 49.68	233,000	5.05	233,000	5.05
$ 59.2	3,000	4.98	3,000	4.98
$ 64.61	25,010	5.11	25,010	5.11

*) Including 8,611 RSUs that were granted to the employees of Nanox AI at the completion of the merger and 132,021 RSUs that were issued in consideration for services.

3) Share-based compensation expenses

	Year Ended December 31,		
	2025	**2024**	**2023**
Cost of revenue	125	227	56
Research and development	1,182	2,448	3,818
Sales and Marketing	355	717	484
General and administrative	2,528	3,869	2,480
	4,190	7,261	6,838

NOTE 12 — INCOME TAX:

a. Basis of taxation

Current tax is calculated with reference to the profit of the Company and its subsidiaries in their respective countries of operation. Set out below are details in respect of the significant jurisdictions where the Company and its subsidiaries operate and the factors that influenced the current and deferred taxation in those jurisdictions:

Israel

The Company and Nanox AI Ltd are taxed under the laws of the State of Israel at a corporate tax rate of 23%.

In 2025, 2024 and 2023, the Company is at a loss position and therefore has no corporate tax liability. As of December 31, 2025, 2024 and 2023, the Company has a carry forward loss of approximately $181 million, $108.1 million and $93.3 million, respectively. Such carry forward loss has no expiration date.

In 2025, 2024 and 2023, Nanox AI Ltd. is at a loss position and therefore has no corporate tax liability. As of December 31, 2025, 2024 and 2023, Nanox AI Ltd. has a carry forward loss of approximately $93.7 million, $80.1 million and $74.7 million, respectively. Such carry forward loss has no expiration date.

United States

The principal federal tax rate applicable to the U.S. subsidiaries is 21%. As of December 31, 2025, the US subsidiaries have a consolidated carry forward loss of approximately $1.3 million. Such carry forward loss is subject to 382 limitation and has no expiration date.

Korea

Nanox Korea is subject to a Corporate income tax with accordance with the Korean tax law. The tax rate ranges between 10% to 25%, depending on the companies' taxable income. In addition, Nanox Korea is subject to 10% of the Korean corporation income tax as its local income tax. In 2025, Nanox Korea was at a loss position and therefore had no corporate tax liability. As of December 31, 2025, 2024 and 2023, Nanox Korea has a carry forward loss of approximately $40.1 million, $30.3 million and $21.8 million, respectively. Such carry forward loss has 15 years expiration date.

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

NOTE 12 — INCOME TAX (continued):

b. Income (loss) before income taxes:

Income (loss) before income taxes consisted of the following for the periods indicated:

	Year Ended December 31		
	2025	**2024**	**2023**
Domestic (Israel)	(44,940)	(39,285)	(44,158)
Foreign	(31,870)	(14,589)	(16,957)
Loss before income taxes	(76,810)	**(53,874)**	**(61,115)**

c. Income tax expense (benefit) consisted of the following for the periods indicated:

	Year Ended December 31		
	2025	**2024**	**2023**
Domestic (Israel)	161	-	-
Foreign	(1,953)	(358)	(339)
Income tax benefit	(1,792)	(358)	(339)

d. Taxes on Income:

Taxes on income for the years ended December 31, 2025, 2024 and 2023 were comprised of the following:

	December 31		
	2025	**2024**	**2023**
Current tax expenses:			
Domestic	161	-	-
Foreign	23	19	38
Total	184	19	38
Deferred:			
Domestic	-	-	-
Foreign	(1,976)	(377)	(377)
Total	(1,976)	(377)	(377)
Income tax benefit	(1,792)	(358)	(339)

NOTE 12 — INCOME TAX (continued):

The following table presents income taxes paid, net of refunds:

	2025	2024	2023
Local	$ 161	$ -	$
Foreign U.S. state	23	53	3
Income tax paid	$ 184	$ 53	$ 3

The following table is a reconciliation of the income tax provision and the Israeli statutory tax rate to the Company's effective income tax rate (Dollars in thousands):

	Year Ended December 31, 2025		Year Ended December 31, 2024		Year Ended December 31, 2023	
	Amount	Percent	Amount	Percent	Amount	Percent
Statutory Tax Rate in Israel	$ (17,666)	(23)%	$ (12,391)	(23)%	$ (14,056)	(23)%
Foreign Tax Effects						
U.S.						
Changes in valuation allowances	(1,071)	(1.4)	506	1.0	344	0.6
Nontaxable or Nondeductible Items						
Goodwill impairment	-	-	-	-	1,482	2.4
Change in Earn out liability	1	-	-	-	(942)	(1.5)
Other	87	0.1	283	0.5	168	0.3
Korea						
Changes in valuation allowances	3,917	5.1	2,733	5.1	1,722	2.8
Difference resulting from the measurement basis for tax purposes	1,301	1.7	(1,559)	(2.9)	-	-
Nontaxable or Nondeductible Items	706	0.9	664	1.2	398	0.7
Other	403	0.5	337	0.6	389	0.6
Changes in Valuation Allowances	15,158	19.8	7,725	14.3	8,368	13.7
Difference resulting from the measurement basis for tax purposes	(5,507)	(7.2)	-	-	-	-
Nontaxable or Nondeductible Items						
Stock based compensation	661	0.9	1,248	2.3	1,326	2.2
Other	218	0.3	96	0.2	462	0.7
Effective Tax Rate	$ (1,792)	(2.3)%	$ (358)	(0.7)%	$ (339)	(0.5)%

e. Deferred tax assets

The components of the Company's deferred tax assets and liabilities as of December 31, 2025 and 2024 were as follows:

	December 31	
	2025	2024
Deferred tax assets:		
Tax loss carryforwards	72,704	50,070
Intangible assets	687	-
Inventory	-	439
Property and equipment, net	2,310	-
Research and development	4,104	3,719
Stock based compensation	524	-
Employee and payroll accrued expenses	677	443
Operating lease liabilities	1,100	1,022
Other	743	425
Total deferred tax assets	82,849	56,118
Deferred tax liabilities:		
Right of use assets	(822)	(896)
Property and equipment, net	(405)	
Intangible assets	(12,916)	(15,131)
Total deferred tax liabilities	(14,143)	(16,027)
Deferred tax assets, net	68,706	40,091
Less valuation allowance for deferred tax assets	(68,706)	(40,091)
Deferred tax assets	-	-

NOTE 12 — INCOME TAX (continued):

Significant judgment is required in determining any valuation allowance recorded against deferred tax assets. In assessing the need for a valuation allowance, the Company considered all available evidence, including past operating results, the most recent projections for taxable income, and prudent and feasible tax planning strategies. The Company reassess its valuation allowance periodically and if future evidence allows for a partial or full release of the valuation allowance, a tax benefit will be recorded accordingly.

As of December 31, 2025, and 2024, the Company has recorded a full valuation allowance of $68,706 and $40,091 thousand with regard to its deferred taxes, respectively.

	U.S. dollars in thousands
Valuation allowance, December 31, 2024	40,091
Increase	28,615
Valuation allowance, December 31, 2025	68,706

(*) Most of the change in valuation allowance increase derives from tax loss carryforwards and exchange rate differences.

f. Tax assessments

The Company is currently in the process of routine Israeli income tax audit for the tax years 2020 through 2022. In 2023, the Company concluded a VAT audit for the years 2019 through 2023.

NOTE 13 — SEGMENTS OF OPERATIONS:

The Company's chief operating decision maker is the Company's Chief Executive Officer (the "CODM"), who makes resource allocation decisions and assesses performance based on financial information prepared on a consolidated basis, accompanied by disaggregated information about revenues, gross profit (loss) and operating loss by the three identified reportable segments.

The CODM uses gross profit (loss) and operating loss for each segment predominantly in the annual budget and forecasting process. The CODM considers budget-to-actual variances on a quarterly basis for all measures when making decisions about the allocation of operating and capital resources to each segment.

The Company reports segment information based on the "management" approach. The management approach designates the internal reporting used by management for making decisions and assessing performance as the source of the Company's reportable operating segments. The Company manages its business primarily on a service basis. The Company's reportable segments consist of the Nanox.ARC division, the radiology services division and the AI and software solutions division. Each one is managed separately to better align with the Company's customers and distribution partners and the unique market dynamics of each segment. Operating loss for each segment includes revenues from third parties, related cost of revenues and operating expenses directly attributable to the segment. The Company does not include intercompany transfers between segments for management reporting.

Nanox health IT Inc.'s operational results are included in the AI and software solutions segment.

Total assets reviewed include marketable securities although their profit or loss are not included in the measurements of the reportable segments' loss.

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

NOTE 13 — SEGMENTS OF OPERATIONS (continued):

The accounting policies of the various segments are the same as those described in Note 2, "Summary of Significant Accounting Policies."

	Year ended December 31, 2025			
	Nanox. ARC	**Radiology Services**	**AI and software Solutions**	**Total**
Revenues	478	11,585	958	13,021
Cost of revenues	8,104	9,020	8,685	25,809
Segment gross profit (loss)	(7,626)	2,565	(7,727)	(12,788)
Research and development, net	14,552	134	4,550	19,236
Sales and Marketing	4,866	485	314	5,665
General and administrative	16,967	4,181	439	21,587
Other segment items (*)	18,951	-	7	18,958
Segment operating loss	(62,962)	(2,235)	(13,037)	(78,234)
Financial income				1,424
Loss before taxes on income				(76,810)
Depreciation expense	1,075	10	104	1,189
Amortization expense	-	2,519	7,989	10,508
Change in contingent earnout liability	-	-	7	7
Impairment of long-lived assets	17,528	-	-	17,528
Stock based compensation	3,326	701	163	4,190
Total Assets	93,198	18,365	50,602	162,165
Expenditures for segment's assets	4,186	15	6	4,207

(*) Nanox.Arc – impairment of long-lived assets, other expense, net in connection with settlement with a shareholder (see Note 10), loss from disposal of property and equipment and rent income.

AI and software Solutions - change in contingent earnout liability.

	Year ended December 31, 2024			
	Nanox. ARC	**Radiology Services**	**AI and software Solutions**	**Total**
Revenues	281	10,275	727	11,283
Cost of revenues	4,926	8,664	8,302	21,892
Segment gross profit (loss)	(4,645)	1,611	(7,575)	(10,609)
Research and development, net	16,223	103	3,856	20,182
Sales and Marketing	2,808	432	170	3,410
General and administrative	17,825	4,139	491	22,455
Other segment items (*)	90	-	-	90
Segment operating loss	(41,591)	(3,063)	(12,092)	(56,746)
Financial income				2,870
Realized income from sale of marketable securities				2
Loss before taxes on income				(53,874)
Depreciation expense	998	8	115	1,121
Amortization expense	-	2,628	7,984	10,612
Stock based compensation	5,546	1,123	592	7,261
Total Assets	132,914	19,819	57,269	210,002
Expenditures for segment's assets	2,767	-	-	2,767

(*) Nanox.Arc – loss from disposal of property and equipment and rent income.

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

NOTE 13 — SEGMENTS OF OPERATIONS (continued):

	Year ended December 31, 2023			
	Nanox. ARC	**Radiology Services**	**AI and software Solutions**	**Total**
Revenues	116	9,462	327	9,905
Cost of revenues	124	8,040	8,333	16,497
Segment gross profit (loss)	(8)	1,422	(8,006)	(6,592)
Research and development, net	20,121	63	5,865	26,049
Sales and Marketing	2,689	454	1,025	4,168
General and administrative	20,472	2,626	1,174	24,272
Other segment items (*)	(1,424)	2,567	365	1,508
Segment operating loss	(41,866)	(4,288)	(16,435)	(62,589)
Financial income				1,652
Realized loss from sale of marketable securities				(178)
Loss before taxes on income				(61,115)
Depreciation expense	1,036	12	150	1,198
Amortization expense	-	2,628	7,984	10,612
Change in contingent earnout liability	-	(4,488)	-	(4,488)
Goodwill impairment	-	7,055	365	7,420
Stock based compensation	5,678	202	958	6,838
Total Assets	130,665	21,709	66,274	218,648
Expenditures for segment's assets	3,184	81	38	3,303

(*) Other segment items for each reportable segment includes:

Nanox.Arc – Other income, net in connection with legal proceedings (see Note 10) and loss from disposal of property and equipment.

Radiology Services – goodwill impairment and change in contingent earnout liability.

AI and software Solutions – goodwill impairment.

For the years ended December 31, 2025, 2024 and 2023, the Company's revenues in the United States constituted approximately 98%, 98%, and 99% of the Company's total revenue, respectively. For the years ended December 31, 2025, 2024 and 2023, no individual customer exceeded 10% of the Company's total revenue or total accounts receivables.

Long-lived assets by geography

	Year Ended December 31		
	2025	**2024**	**2023**
Israel	13,138	8,439	7,360
South Korea	16,520	37,336	38,921
United States	3,537	3,423	635
	33,195	49,198	46,916

NOTE 14 — LOSS PER SHARE:

a. Basic

Basic loss per share is calculated by dividing the loss attributable to the Company's owners by the weighted average number of ordinary shares in issue.

	Year ended December 31,		
	2025	2024	2023
Net loss attributable to Company's owners	$ (75,018)	$ (53,516)	$ (60,776)
The weighted average of the number of ordinary shares (in thousands)	64,790	58,673	56,368
Basic and diluted loss per share	$ (1.16)	$ (0.91)	$ (1.08)

For the calculation of loss per share, the Company used the net loss attributable to Company's owners divided by the weighted average number of the Company's ordinary shares for the years ended December 31, 2025, 2024 and 2023.

b. Diluted

As of December 31, 2025, and 2024, the Company had 2,142,858 and 4,455,301 outstanding warrants, respectively, and 4,414,564 and 4,387,683 outstanding options and RSUs, respectively. These warrants and awards were not considered when calculating diluted loss per share since their effect is anti-dilutive. In addition, during 2023 contingently issuable ordinary shares that were issuable based on certain conditions were not included in the potential dilutive shares in calculating the diluted loss per share.

NOTE 15 — SUBSEQUENT EVENTS:

a. Restructuring plan

In April 2026, the Company adopted a restructuring plan intended to better align its manufacturing cost structure with its long-term financial model, support its path toward improved gross margins, and align its manufacturing capabilities with current and anticipated business needs and the Company's strategic priorities.

As part of this plan and the Company's broader cost reduction efforts, the Company is restructuring its manufacturing footprint to improve gross margins, reduce capital expenditures, and enhance operational efficiency. This includes transitioning away from certain manufacturing activities at its facility in South Korea, starting in the fourth quarter of 2025, and moving from a company-owned manufacturing model to a more fully outsourced approach.

As part of the restructuring plan, the Company intends to downsize its fabrication facilities, and transfer certain production activities to third-party international manufacturing partners. Following these changes, the Company intends to focus its operations in South Korea on research and development (R&D) and tube production activities that support the Nanox.ARC platform. The restructuring is expected to be substantially completed during fiscal year 2026 with approximately $500 thousands restructuring charges that will be recorded during fiscal year 2026.

b. RSU grant

In February 2026, the Company granted officers, employees and consultants of the Company a total of 1,026,235 RSUs.

Exhibit 2.1

Description of Securities

As of December 31, 2025, NANO-X IMAGING LTD had one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"): our ordinary shares. References herein to "we," "us," "our" and the "Company" refer to NANO-X IMAGING LTD. and not to any of its subsidiaries. The following description may not contain all of the information that is important to you, and we therefore refer you to our amended and restated articles of association (our "**Articles**"), a copy of which is filed with the Securities and Exchange Commission (the "**SEC**") as an exhibit to this annual report on Form 20-F.

Registration Number and Purposes of the Company

Our registration number with the Israeli Registrar of Companies is 515942076. Our purpose as set forth in our amended and restated articles of association is to engage in any lawful activity.

Share capital

Our authorized share capital consists of 100,000,000 ordinary shares, par value NIS 0.01 per share.

All of our outstanding ordinary shares are validly issued, fully paid and non-assessable. Our ordinary shares are not redeemable and do not have any preemptive rights.

Transfer of Shares

Our fully paid ordinary shares are issued in registered form and may be freely transferred under our Articles, unless the transfer is restricted or prohibited by another instrument, applicable law or the rules of a stock exchange on which the shares are listed for trade. The ownership or voting of our ordinary shares by non-residents of Israel is not restricted in any way by our Articles or the laws of the State of Israel, except for ownership by nationals of some countries that are, or have been, in a state of war with Israel.

Limitation of Liability

The liability of each shareholder for the Company's obligations is limited to the unpaid sum, if any, owing to the Company in consideration for the issuance of the shares held by such shareholder. If at any time the Company shall issue shares with no nominal value, the liability of the Shareholders shall be limited to the payment of the amount which the Shareholders should have paid the Company in respect of each share in accordance with the conditions of such issuance and was not paid to the Company.

Election of Directors

Our ordinary shares do not have cumulative voting rights for the election of directors. As a result, the holders of a majority of the voting power represented at a shareholders meeting have the power to elect our directors (except the External Directors (as defined in the Israel Companies Law, 5759–1999 (the "**Companies Law**")), to the extent elected).

Under our Articles, the number of directors on our board of directors must be no less than five and no more than ten (in each case including at least two External Directors, as defined in the Companies Law, to the extent appointed). Subject to the aforesaid, the number of directors shall be determined, from time to time, by a majority of the Directors then in office; provided that no determination in respect of a decrease in the number of directors shall shorten the term of any incumbent director.

The vote required to appoint a director is a simple majority vote (other than the External Directors, to the extent elected). In addition, under our Articles, our board of directors may elect new directors to fill vacancies (whether such vacancy is due to a director no longer serving or due to the number of directors serving being less than the maximum required in our Articles), provided that the total number of directors shall not, at any time, exceed ten. Our Articles provide that the term of a director appointed by our board of directors to fill any vacancy will be for the remaining term of office of the director(s) whose office(s) have been vacated, or in case of a vacancy due to the number of Directors serving being less than the maximum number stated in the Articles, the Board shall determine at the time of appointment the class pursuant to the Articles to which the additional director shall be assigned. Furthermore, under our Articles, our directors (other than the External Directors, to the extent elected), are divided into three classes with staggered three-year terms, in a way that at each Annual General Meeting the term of office of only one class of Directors will expire. Each class of directors consists, as nearly as possible, of 1/3 of the total number of directors constituting the entire board of directors (other than External Directors, to the extent elected).

Dividend and Liquidation Rights

We have never declared or paid any cash dividends on our ordinary shares and we anticipate that, for the foreseeable future, we will retain any future earnings to support operations and to finance the growth and development of our business. Therefore, we do not expect to pay cash dividends for at least the next several years.

We may declare a dividend to be paid to the holders of our ordinary shares in proportion to their respective shareholdings. The distribution of dividends may also be limited by the Companies Law, which permits the distribution of dividends only out of retained earnings or earnings derived over the two most recent fiscal years, whichever is higher, provided that there is no reasonable concern that payment of a dividend will prevent a company from satisfying its existing and foreseeable obligations as they become due. In the event that we do not have retained earnings or earnings generated over the two most recent years legally available for distribution, we must seek the approval of the court in order to distribute a dividend. The court may approve our request if it is convinced that there is no reasonable concern that the payment of a dividend will prevent us from satisfying our existing and foreseeable obligations as they become due; as a company listed on an exchange outside of Israel, however, court approval is not required if the proposed distribution is in the form of an equity repurchase, provided that we notify our creditors of the proposed equity repurchase and allow such creditors an opportunity to initiate a court proceeding to review the repurchase. If within 30 days such creditors do not file an objection, then we may proceed with the repurchase without obtaining court approval. Our Articles provide that dividends will be paid at the discretion of, and upon resolution by, our board of directors, subject to the
provisions of the Companies Law.

In the event of our liquidation, after satisfaction of liabilities to creditors and other payments due as per applicable law, our assets will be distributed to the holders of our ordinary shares in proportion to their shareholdings. This right, as well as the right to receive dividends, may be affected by the grant of preferential dividend or distribution rights to the holders of a class of shares with preferential rights that may be authorized in the future.

Exchange Controls

There are currently no Israeli currency control restrictions on remittances of dividends on our ordinary shares, proceeds from the sale of the shares or interest or other payments to non-residents of Israel, except for shareholders who are subject of certain countries that have been, or are considered to be, in a state of war with Israel.

Shareholder Meetings

Under Israeli law, we are required to hold an annual general meeting of our shareholders once every calendar year that must be held no later than 15 months after the date of the previous annual general meeting. All general meetings other than the annual meeting of shareholders are referred to in our amended and restated articles of association as special general meetings. Our board of directors may call special general meetings whenever it sees fit, at such time and place, within or outside of Israel, as it may determine. In addition, the Companies Law provides that our board of directors is required to convene a special general meeting upon the written request of (i) any two or more of our directors or one-quarter or more of the members of our board of directors or (ii) one or more shareholders holding, in the aggregate, either (a) 5% or more of our outstanding issued shares and 1% or more of our outstanding voting power or (b) 5% or more of our outstanding voting power.

Under Israeli law, one or more shareholders holding at least 1% of the voting rights at the general meeting may request that the board of directors include a matter in the agenda of a general meeting to be convened in the future, provided that it is appropriate to discuss such a matter at the general meeting. Notwithstanding the foregoing, as a company listed on an exchange outside of Israel, a matter relating to the appointment or removal of a director may only be requested by one or more shareholders holding at least 5% of the voting rights at the general meeting of the shareholders. Our Articles contain procedural guidelines and disclosure items with respect to the submission of shareholder proposals for shareholder meetings.

Subject to the provisions of the Companies Law and the regulations promulgated thereunder, shareholders entitled to participate and vote at general meetings are the shareholders of record on a date to be decided by the board of directors, which may be between four and sixty days prior to the meeting.

Under the Companies Law, resolutions regarding the following matters must be passed at a general meeting of shareholders:

- amendments to our amended and restated articles of association;
- appointment, fees or termination of the auditors, if the shareholders have not delegated their authority to set the fees for the auditors to the board of directors;
- appointment of external directors (if applicable);
- approval of related-party transactions requiring general meeting approval pursuant to the provisions of the Companies Law;
- increases or reductions of our authorized share capital;
- a merger (as such term is defined in the Companies Law); and
- the exercise of our board of directors' powers by a general meeting, if our board of directors is unable to exercise its powers and the exercise of any of its powers is required for our proper management.

Under our Articles, we are required to give notice to our registered shareholders not less than 21 days prior to the meeting. The Companies Law requires that a notice of any annual general meeting or special general meeting be provided to shareholders at least 21 days prior to the meeting and if the agenda of the meeting includes the appointment or removal of directors, the approval of transactions with office holders or interested or related parties, or an approval of a merger, or as otherwise required under applicable law, notice must be provided at least 35 days prior to the meeting. Under the Companies Law, shareholders of a public company are not permitted to take action by written consent in lieu of a meeting. Under Companies Law, whenever we cannot convene or conduct a general meeting in the manner prescribed under the law or our articles of association, the court may, upon our, shareholders' or directors' request, order that we convene and conduct a general meeting in the manner the court deems appropriate.

Voting Rights

All of our ordinary shares have identical voting and other rights in all respects.

Quorum Requirements

Pursuant to our Articles, holders of our ordinary shares have one vote for each ordinary share held on all matters submitted to a vote before the shareholders at a general meeting. In any meeting of shareholders, we will follow the quorum requirements for general meetings as set forth in our Articles, instead of one-third of the issued share capital as required under the Nasdaq Marketplace Rules. Pursuant to our Articles, the quorum required for our general meetings of shareholders will consist of at least two shareholders present in person or by proxy (including by voting deed) and holding shares conferring in the aggregate at least 25% of the voting power of the Company. A meeting adjourned for lack of a quorum will generally be adjourned to the same day of the following week at the same time and place, or to such other day, time or place as indicated by our board of directors if so specified in the notice of the meeting. At the reconvened meeting, subject to a limited exception, any number of shareholders present in person or by proxy shall constitute a lawful quorum.

Vote Requirements

Our Articles provide that all resolutions of our shareholders require a simple majority vote, unless otherwise required by the Companies Law or by our Articles. Pursuant to our Articles, an amendment to our Articles regarding any change of the composition or election procedures of our directors and the removal of a director from office will require a special shareholders majority of at least two-thirds of the voting power represented at the meeting in person or by proxy and voting thereon. Under the Companies Law, among others, each of (i) the approval of an extraordinary transaction with a controlling shareholder and (ii) the terms of employment or other engagement of the controlling shareholder of the company or such controlling shareholder's relative (even if such terms are not extraordinary) requires special approval and certain transactions with respect to remuneration of our officers and directors, the approval and extension of a compensation policy and certain deviations therefrom require further approvals. Under our Articles, any change to the rights and privileges of the holders of any class of our shares requires a simple majority at a separate meeting of the class so affected (or such other percentage of the relevant class that may be set forth in the governing documents relevant to such class), in addition to the ordinary majority vote of all classes of shares voting together as a single class at a shareholder meeting. Another exception to the simple majority vote requirement is a resolution for an approval of a scheme of arrangement or reorganization, of the company pursuant to Section 350 of the Companies Law, that governs the settlement of debts and reorganization of a company, which requires the approval of holders of 75% of the voting rights represented at the meeting, in person, by proxy or by voting deed and voting on the resolution.

Access to Corporate Records

Under the Companies Law, shareholders generally have the right to review minutes of our general meetings, our shareholders register and material shareholders register, our amended and restated articles of association, our annual audited financial statements and any document that we are required by law to file publicly with the Israeli Registrar of Companies or the Israel Securities Authority. In addition, any shareholder who specifies the purpose of their request may request to review any document related to an action or transaction requiring shareholder approval under the related party transaction provisions of the Companies Law. We may deny this request if we believe it has not been made in good faith or if such denial is necessary to protect our interests or protect a trade secret or patent.

Modification of Class Rights

Under the Companies Law and our Articles, the rights attached to any class of share, such as voting, liquidation and dividend rights, may be amended by adoption of a resolution by the holders of a majority of the shares of that class present at a separate class meeting, or otherwise in accordance with the rights attached to such class of shares, as set forth in our Articles, in addition to the ordinary majority vote of all classes of voting shares voting together as a single class.

Acquisitions under Israeli Law

Full Tender Offer. A person wishing to acquire shares of an Israeli public company and who would as a result hold over 90% of the target company's voting rights or issued and outstanding share capital is required by the Companies Law to make a tender offer to all of the company's shareholders for the purchase of all of the issued and outstanding shares of the company. A person wishing to acquire shares of a public Israeli company and who would as a result hold over 90% of the voting rights or issued and outstanding share capital of a certain class of shares is required to make a tender offer to all of the shareholders who hold shares of the relevant class for the purchase of all of the issued and outstanding shares of that class. If the shareholders who do not accept the offer hold less than 5% of the issued and outstanding share capital of the company or of the applicable class, and more than half of the shareholders who do not have a personal interest in the offer accept the offer, all of the shares that the acquirer offered to purchase will be transferred to the acquirer by operation of law. However, a tender offer will also be accepted if the shareholders who do not accept the offer hold less than 2% of the issued and outstanding share capital of the company or of the applicable class of shares. Upon a successful completion of such a full tender offer, any shareholder that was an offeree in such tender offer, whether such shareholder accepted the tender offer or not, may, within six months from the date of acceptance of the tender offer, petition an Israeli court to determine whether the tender offer was for less than fair value and that the fair value should be paid as determined by the court. However, under certain conditions, the offeror may include in the terms of the tender offer that an offeree who accepted the offer will not be entitled to petition the Israeli court as described above.

If the full tender offer was not accepted in accordance with the above alternatives, the acquirer may not acquire shares of the company that will increase its holdings to more than 90% of the company's voting rights or issued and outstanding share capital or of the applicable class from shareholders who accepted the tender offer.

Special Tender Offer. The Companies Law provides that an acquisition of shares of an Israeli public company must be made by means of a special tender offer if as a result of the acquisition the purchaser would become a holder of 25% or more of the voting rights in the company (subject to certain exceptions). This requirement does not apply if there is already another holder of at least 25% of the voting rights in the company. Similarly, the Companies Law provides that an acquisition of shares in a public company must be made by means of a special tender offer if as a result of the acquisition the purchaser would become a holder of more than 45% of the voting rights in the company, if there is no other shareholder of the company who holds more than 45% of the voting rights in the company, subject to certain exceptions. A special tender offer must be extended to all shareholders of a company but the offeror is not required to purchase shares representing more than 5% of the voting power attached to the company's outstanding shares, regardless of how many shares are tendered by shareholders. A special tender offer may be consummated only if (i) at least 5% of the voting power attached to the company's outstanding shares will be acquired by the offeror and (ii) the number of shares tendered by shareholders who accept the offer exceeds the number of shares whose holders objected to the offer (excluding the purchaser and its controlling shareholders, holders of 25% or more of the voting rights in the company or any person having a personal interest in the acceptance of the tender offer or any other person acting on their behalf, including relatives and entities under such person's control). If a special tender offer is accepted, then (i) shareholders who did not respond to or that had objected to the offer may accept the offer within four days of the last date set for the acceptance of the offer and they will be considered to have accepted the offer from the first day it was made, and (ii) the purchaser or any person or entity controlling it or under common control with the purchaser or such controlling person or entity may not make a subsequent tender offer for the purchase of shares of the target company and may not enter into a merger with the target company for a period of one year from the date of the offer, unless the purchaser or such person or entity undertook to effect such an offer or merger in the initial special tender offer.

Shares purchased in contradiction to the tender offer rules under the Companies Law, as described above, will have no rights and will become dormant shares.

Merger. The Companies Law permits merger transactions if approved by each party's board of directors and, unless certain requirements described under the Companies Law are met, by a majority vote of each party's shares, and, in the case of the target company, a majority vote of each class of its shares voted on the proposed merger at a shareholders meeting. The board of directors of a merging company is required pursuant to the Companies Law to discuss and determine whether in its opinion there exists a reasonable concern that as a result of a proposed merger, the surviving company will not be able to satisfy its obligations towards its creditors, such determination taking into account the financial condition of the merging companies. If the board of directors determines that such a concern exists, it may not approve a proposed merger. Following the approval of the board of directors of each of the merging companies, the boards of directors must jointly prepare a merger proposal for submission to the Israeli Registrar of Companies. Under the Companies Law, each merging company must deliver the merger proposal to its secured creditors and inform its unsecured creditors of the merger proposal and its content.

For purposes of the shareholder vote, unless a court rules otherwise, the merger will not be deemed approved if a majority of the votes of the shares represented at the shareholders meeting that are held by parties other than the other party to the merger, or by any person (or group of persons acting in concert) who holds (or hold, as the case may be) 25% or more of the voting rights or the right to appoint 25% or more of the directors of the other party, vote against the merger. If, however, the merger involves a merger with a company's own controlling shareholder or if the controlling shareholder has a personal interest in the merger, then the merger is instead subject to the same special majority approval that governs all extraordinary transactions with controlling shareholders. If the transaction would have been approved by the shareholders of a merging company but for the separate approval of each class or the exclusion of the votes of certain shareholders as provided above, a court may still approve the merger upon the request of holders of at least 25% of the voting rights of a company, if the court holds that the merger is fair and reasonable, taking into account the value to the parties to the merger and the consideration offered to the shareholders of the target company. Upon the request of a creditor of either party to the proposed merger, the court may delay or prevent the merger if it concludes that there exists a reasonable concern that, as a result of the merger, the surviving company will be unable to satisfy the obligations of the merging entities, and may further give instructions to secure the rights of creditors. In addition, a merger may not be consummated unless at least 50 days have passed from the date on which a proposal for approval of the merger was filed by each party with the Israeli Registrar of Companies and at least 30 days have passed from the date on which the merger was approved by the shareholders of each party. Israeli tax law treats some acquisitions, such as share for share exchanges between an Israeli company and a foreign company, less favorably than U.S. tax laws. For example, Israeli tax law may, under certain circumstances, subject a shareholder who exchanges his ordinary shares for shares in another corporation to taxation prior to the sale of the shares received in such share-for-share swap.

Anti-Takeover Measures under Israeli Law

The Companies Law allows us to create and issue shares having rights different from those attached to our ordinary shares, including shares providing certain preferred rights with respect to voting, distributions or other matters and shares having preemptive rights. No preferred shares are currently authorized under our Articles. In the future, if we do authorize, create and issue a specific class of preferred shares, such class of shares, depending on the specific rights that may be attached to it, may have the ability to frustrate or prevent a takeover or otherwise prevent our shareholders from realizing a potential premium over the market value of their ordinary shares. The authorization and designation of a class of preferred shares will require an amendment to our Articles, which requires the prior approval of the holders of a majority of the voting power attaching to our issued and outstanding shares represented at a general meeting. The convening of the meeting, the shareholders entitled to participate and the majority vote required to be obtained at such a meeting will be subject to the requirements set forth in the Companies Law and our Articles as described above under "—Voting Rights." In addition, we have a classified board structure, which will effectively limit the ability of any investor or potential investor or group of investors or potential investors to gain control of our board of directors, as disclosed under "Item 6. Directors, Senior Management and Employees—C. Board Practices."

Borrowing Powers

Pursuant to the Companies Law and our Articles, our board of directors may exercise all powers and take all actions that are not required under law or under our amended and restated articles of association to be exercised or taken by our shareholders, including the power to borrow money for company purposes.

Changes in Capital

Our Articles enable us to increase or reduce our share capital. Any such changes are subject to the provisions of the Companies Law and must be approved by a resolution duly adopted by our shareholders at a general meeting. In addition, transactions that have the effect of reducing capital, such as the declaration and payment of dividends in the absence of sufficient retained earnings or profits, require the approval of both our board of directors and an Israeli court.

Choice of Forum

Our Articles provide that the federal district courts of the United States of America will, to the fullest extent permitted by law, be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act (the "**Federal Forum Provision**"). While there can be no assurance that U.S. federal or state courts or Israeli courts will follow the holding of the Delaware Supreme Court which recently found that such provisions are facially valid under Delaware law or determine that the Federal Forum Provision should be enforced in a particular case, application of the Federal Forum Provision means that suits brought by our shareholders to enforce any duty or liability created by the Securities Act must be brought in federal court and cannot be brought in state court. The Federal Forum Provision does not apply to suits brought to enforce any duty or liability created by the Exchange Act. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all claims brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. Accordingly, actions by our shareholders to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder also must be brought in federal court. Our shareholders will not be deemed to have waived our compliance with the federal securities laws and the regulations promulgated thereunder. Any person or entity purchasing or otherwise acquiring or holding any interest in any of our securities shall be deemed to have notice of and consented to the Federal Forum Provision. This provision may limit a shareholder's ability to bring a claim in a judicial forum of their choosing for disputes with us or our directors, officers or other employees, which may discourage lawsuits against us and our directors, officers and other employees.

Establishment

We were incorporated under the laws of the State of Israel on December 20, 2018. We are registered with the Israeli Registrar of Companies in Jerusalem.

Transfer Agent and Registrar

The transfer agent and registrar for our ordinary shares is Continental Stock Transfer & Trust Co.

Listing

Our ordinary shares are listed on The Nasdaq Global Market under the symbol "NNOX."

Certain identified information contained in this document, marked by brackets, was omitted because it is both (i) not material and (ii) is the type that the Company treats as private or confidential. "[REDACTED]" indicates where the information has been omitted from this exhibit.

DEVELOPMENT AND PURCHASE AGREEMENT

This Development and **Purchase agreement** is executed and effective from the date of sign off by all parties.

Between

SKAN-X Radiology Devices SRL, a limited liability company, incorporated under the laws of Italy, whose corporate seat is in San Lazzaro di Savena, Bologna, Italy and whose office address is at Via della Tecnica 3, 40068 San Lazzaro di Savena, Bologna Italy herein after referred to as "CEI" (subsidiary of Skanray Technologies Limited).

AND

Nano-X Imaging Ltd., a company incorporated and existing under the laws of Israel, having its principal place of business at Ofer Tech Park94 Shlomo Shmeltzer Road Petach Tikva Israel 4970602 **("NANO-X").**

Nano-X, and CEI are hereinafter jointly referred to as the "Parties", or individually as a "Party".

WHEREAS:

a) CEI is into developing and manufacturing X-ray tubes and tube components for the medical X- ray industry and (the "CEI Products").

b) Nano-X is focused on applying proprietary medical imaging technology and solutions to make diagnostic medicine more accessible and affordable across the globe and wishes to buy X-ray tube from CEI.

c) Nano-X shall provide CEI the required semiconductor chips ("chips") for the Modules' assembly.

d) IP rights and ownership is as below:

[REDACTED]

e) Modules means the X-ray tubes manufactured by CEI using the Semi-Conductor Chips provided by Nanox and supplied exclusively to Nanox ("Modules" and/or "Tubes").

f) Nano-X wishes to procure these Modules from CEI based on the Know How, specifications, parts, process, equipment and instructions provided by Nano-X along with CEI's own proprietary equipment process and Know How.

g) Nano-X will incorporate the Modules manufactured by CEI in their own products.

h) This Agreement sets out the terms and conditions that are applicable to any orders, which may be placed by Nano-X for the delivery of Module(s).

i) Parties wish to set forth in writing the terms and conditions of their use of and related obligations to this Agreement.

j) In case of conflict between provisions of this Agreement and any Purchase Order or other document or appendix, the provisions of the Agreement shall prevail.

NOW, THEREFORE PARTIES HAVE AGREED AS FOLLOWS:

1. SCOPE OF THIS AGREEMENT

The scope of this agreement is:

a) The additional development & capacity plan for commercialization of the Modules.

b) Sale of Modules by CEI to Nano-X as per the terms hereof and prices set out in **Appendix 1.**

2. TERM OF THE AGREEMENT

This agreement is effective on the signing date and shall remain in force for [REDACTED] from the date of signing ("Expiring Date"). Thereafter, this agreement may be renewed with mutual agreement in writing for any agreed period. If the parties intend not to renew the agreement after the Expiring Date for a further period, either party shall provide [REDACTED] notice prior to the Expiring Date, to help the other party to make alternate plans.

Confirmed Purchase Orders placed with payments prior to the Expiring Date shall be carried out by the Parties, notwithstanding the expiration of this agreement.

3. PURCHASE ORDERS

Nano-X shall provide CEI with an irrevocable purchase order either written or in electronic form for **6 months "Purchase Order(s)".**

a) Nano-x shall provide 6 months rolling forecast in addition to the 6 months Purchase Order as per clause 3(a).

b) The volume variation of [REDACTED] from the [REDACTED] PO shall be accepted by CEI. Unless mutually agreed, there shall not be a variation in the 3-month rolling purchase order.

c) For Price and Payment terms, refer **Appendix 1.**

d) Such Purchase Orders shall be considered binding and accepted by CEI only upon CEI's issuance of a written acknowledgment confirming its acceptance of the Purchase Order. CEI's acknowledgment shall be either written or in electronic form. If CEI does not communicate to Nano-X a rejection of the Purchase Order within [REDACTED] after the date of confirmed receipt of such Purchase Order by the authorized signatories from CEI, then such Purchase Order shall be deemed to be accepted by CEI

e) CEI will accept any Purchase Order that meets the Nano-X forecast, provided that if the requested quantity of Modules exceeds [REDACTED] of the gross forecasted capacity per quarter, the supply exceeding such number shall be made on a "mutually agreed and best efforts" basis.

f) It is hereby further clarified that upon execution of this Agreement and at CEI's request, Parties will cancel the outstanding Purchase Orders and reissue new purchase order in accordance with the terms of the Agreement.

4. DELIVERY

a) The Delivery shall be on a standard lead time of [REDACTED] from the date of accepted Purchase Orders ("Lead Time") and receipt of required quantity of chips from Nano-x. For any week (or part thereof) of late delivery after the initial [REDACTED], Nano-X shall be entitled to a discount of [REDACTED] per week. Nano-X may cancel Purchase Orders (and be entitled to a refund of amounts previously paid) if the late delivery exceeds [REDACTED] after the Lead Time. In case of delay in supply of chips by Nano-x or deterioration in the yield solely, entirely due to chips failure, such number of days shall not be considered as late delivery.

b) CEI shall deliver the Module in CEI's standard packaging and in the ordered and agreed quantities Ex Works. Nano-X is responsible for the timely transportation (including insurance) with COC from CEI's warehouse to the destination. The Module shall be delivered in identifiable serial numbers each traceable to the relevant Device History Record (DHR) information according to the specifications of the Module as provided by Nano-X to CEI. In case Nano-X wishes for a certain type of packaging other than the standard packaging, Nano-X shall inform CEI timely about the packaging requirements and Nano-X will bear the costs of this packaging.

c) In the event that CEI has produced the Module [REDACTED] before the agreed delivery date **("Delivery Date"),** CEI is authorized to send the Module to Nano-X. In the event that CEI has produced the Module more than a week before the Delivery Date, CEI will inform Nano-X about the intention of early shipment. In this case Nano-X has the right to express their objections to early shipment within [REDACTED] business days after given notice. If early shipment has been disapproved, CEI shall keep such Module in storage on behalf of Nano-X until the Delivery Date.

5. REJECTION

The Modules shall be subject to acceptance testing by Nano-X within a period of [REDACTED]after delivery of the Modules. The acceptance criteria shall be as set forth in **Appendix 2,** as may be amended from time to time by mutual written consent.

CEI shall take responsibility for the Modules, including parts, manufacturing and workmanship excluding the semiconductor chip provided by Nanox.

6. WARRANTY:

a) CEI grants Nano-X a manufacturing, material and workmanship warranty for the Modules for a period of [REDACTED] from the date of acceptance The said warranty is applicable upon execution of this Agreement and applies to the defects stipulated in the attached **Appendix 5.**

b) CEI warrants that the Modules supplied shall be free from defects in material and workmanship under the scope of CEI.

c) Upon delivery of the tubes, Nano-x shall inspect the delivered modules within [REDACTED] from the date of delivery.

d) In case there is any defect in the Modules supplied by CEI, it shall be covered under the warranty as mentioned in the above clause 6 (a)

e) CEI's liability will not cover any damage caused as a result of negligence on the part of Nano- X, unapproved change in test protocols, field applications or on the part of the end user of the Modules, or by ill-planning and/or fail design on the part of Nano-X.

f) CEI's warranty will not cover any damage caused directly due to the semiconductor chip provided by Nano-x.

g) CEI’s scope is limited to supply of replacement Modules at free of cost matching the quantities.

h) The replacement Modules shall be subject to the acceptance criteria as specified in **Appendix 2.**

i) In addition, it is hereby mutually agreed that upon [REDACTED], the parties will agree and amend the Agreement to include the extended general warranty for the Module in its entirety, including service commitments, Module pulse life, etc.

7. PRICES AND PAYMENT

a) The Prices are listed in Appendix 1. After achieving the minimum quantity, the parties will meet annually to discuss changes to the BOM cost of the Modules and may by mutual consent, adjust the prices up or down in line with the volumes.

b) The price for the tubes rejected for Chip failures is listed in **Appendix 1.**

8. DEVELOPMENT & CAPACITY

a) Nano-X shall pay a monthly development fee of [REDACTED] from the date of signing the agreement subject to CEI meeting the monthly capacities as per **Appendix 4.**

b) Nano-X & CEI have mutually agreed on the gross capacity build plan as per **Appendix 4.** Nano-X and CEI shall review the progress of the plan on a monthly basis and may mutually agree changes to be incorporated in **Appendix 4.** If the build plan is not met by CEI in spite of Nano-x meeting all the build-plan-related requirements under this agreement, CEI shall lose its privileges of Preferred Supplier status, right of first refusal and rights to exit fees in the event of termination.

c) Nanox shall pay NRE Charges as per **Appendix 4.** The capacity building plan shall begin on receipt of NRE charges and sign off this agreement.

d) During the process of gross capacity building, if any change, preapproved by Nanox, is required in testing or any other process, which needs material investment, Nanox agrees to pay the additional NRE charges for the same. If the cost of the change is within [REDACTED] of the already paid NRE, CEI will bear the same.

e) CEI will submit the proof of building gross capacity and Nanox shall pay NRE linked to the milestone even if the Modules order is not equal to the gross capacity.

f) CEI and Nanox agrees to review the capacity increase plan beyond [REDACTED] modules per month at the appropriate time to meet Nanox requirements in line with increase in demand.

9. REPRESENTATIONS AND COVENANTS.

a) CEI will maintain such number of qualified personnel and parts as are necessary to manufacture the Modules under the terms and conditions of this Agreement.

b) CEI and Nano-x represents and warrants that as of the Effective Date no third party has sued, or otherwise brought a claim against it or any of its affiliates alleging that the Modules infringe third-party Intellectual Property rights.

c) Anti-corruption and Anti-bribery. In conformity with the UN Convention Against Corruption, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United States Foreign Corrupt Practices Act, the UK Anti Bribery Act, any other applicable laws and -established corporate policies regarding foreign business practices by both the parties, CEI and Nano-X undertakes to take all reasonable measures to ensure that it and its employees and agents shall not, directly or indirectly, make, offer, authorize, or promise any payment, gift, or anything of value for the purpose of improperly influencing an act or decision of a commercial enterprise or improperly influencing an act or decision of an official of any government (including a decision not to act) or inducing such a person to use his influence to affect any such commercial enterprise or governmental act or decision in order to assist CEI or Nano-X in improperly obtaining, retaining, or directing any business.

d) Compliance with Export Laws and Import laws. The Parties agree to comply with any applicable export and import control laws and regulations. Each Party further agrees that

(i) Is not an entity restricted or prohibited or engaged in activities restricted or prohibited by any export controls;

(ii) the Modules will not be exported, re-exported or otherwise transferred to any country subject to a trade embargo without the appropriate export license or authorization; and

(iii) the Modules will not be exported, re-exported or transferred to any person or entity included on any of the lists of restricted or denied parties maintained by the government or be used in activities restricted or prohibited by the export controls, including, but not limited to chemical, biological, or nuclear weapons without the appropriate export license.

e) Each Party will at its own expense comply with all applicable international, national, state, regional, and local laws, rules, and regulations of competent public authorities relating to its duties, obligations, and performance under this Agreement.

f) Each Party represents to the other that it has all authority necessary to enter into this Agreement, that the person(s) signing this Agreement has the authority to bind it, and that there is no legal, regulatory, business, or contractual conflict that would prevent it from executing this Agreement or performing its obligations hereunder.

10. PREFERRED SUPPLIER; RIGHT OF FIRST REFUSAL

a) **Recognition of Preferred Status:** The Parties acknowledge that CEI will hold the status of a preferred supplier under this Agreement as soon as it has the Gross capacity to produce [REDACTED]per month. If CEI fails to reach the above-mentioned capacity within [REDACTED] from execution of the Agreement, as per **Appendix 4,** CEI will not be eligible for the preferred supplier status.

b) **Priority in Supply and Right of First Refusal:** Nano-X agrees to treat CEI as the preferred supplier for purchase of the X ray tubes, and subject to CEI's ability to meet the quality, quantity (within in the gross installed capacity at CEI as per Appendixes 2 and 4), current prices, warranty and delivery requirements specified herein, purchase at least [REDACTED] of the tubes purchased by Nano-X from CEI, per regions where the Modules are regulatory approved (FDA, CE) (the "Preferred Capacity"). Nanox shall quarterly provide the document in support of the total Modules purchased by Nano-x. In addition, CEI shall have [REDACTED] from written notification by Nano-X to elect whether it wishes to match or exceed the terms offered by any third party. Failure by CEI to respond to any such notice by Nano-X within [REDACTED] shall be deemed a waiver of CEI of its rights hereunder. A suitable mechanism shall be put in place jointly by CEI and Nano-X directly or through a third party to ascertain the price, volumes, delivery, terms and warranty of the tubes to enable CEI to provide the offer.

c) **Price and Terms:** CEI agrees to offer competitive pricing and favorable terms to Nano-X as part of the preferred supplier arrangement, provided that Nano-X meets its commitment to volume and other obligations under this Agreement.

d) **Review and Evaluation:** The Parties shall conduct periodic reviews to assess Nano-x's adherence to volume commitments. Any necessary adjustments to the preferred supplier's status, pricing, or terms shall be discussed and mutually agreed upon in good faith.

11. TERMINATION

a) If a Party is in breach of one or more of its obligations under this Agreement, which default is not remedied within [REDACTED]after written notice is given to the breaching Party or, if a Party is in breach of one or more of its obligations and the breach cannot be remedied, the nonbreaching Party may, by giving [REDACTED] to the breaching Party, fully or partially terminate this Agreement, as of a date specified in the notice of termination.

b) A Party may terminate or suspend this Agreement, or any Purchase Order in whole or in part, with immediate effect if the other Party has overgone a material change in control, material change in the nature of business, restructuring, possibilities of liquidation or bankruptcy or any event that has a potential of impacting this agreement. No exit fees (as detailed in section 11c below) shall apply in the event of such termination.

c) **Exit fees:** If Nano-X unilaterally breaks this agreement before the expiring date mentioned in clause 2 of the agreement, for no fault, non-performance or breach of CEI's obligations under the terms of this Agreement or a Purchase Order, Nano-X shall compensate CEI through an exit fee as below immediately, including any other liability under this agreement.

[REDACTED]

d) **Duties upon Termination**

(i) All provisions of this Agreement, which by their nature should survive the termination of this Agreement shall remain in effect after termination of this Agreement.

(ii) Unless the agreement is terminated due to a breach of CEI, Nano-X shall pay all the pending dues to CEI upon termination for supply of X-ray tubes.

(iii) CEI shall return to Nano-X all remaining chips.

(iv) CEI shall return to Nano-X equipment funded by Nano-X via NRE or other charges, at its possession at mutually agreed terms.

(v) Nano-X shall buy raw material, WIP & FG inventory including in transit & non- cancellable PO placed by CEI for exclusive parts to the extent of confirmed forecast & Purchase Orders.

12. INDEMNIFICATION:

Each Party shall defend, indemnify, and hold harmless Other party from any losses, damages, liabilities, judgments, expenses, and costs (including reasonable attorneys' fees), arising out of any negligent act, error or omission or claims that the manufacturing or commercialization of the Modules (As applicable) breaches any third party intellectual property rights or breach of this Agreement or any of its agents, employees, or subcontractors in connection with the performance of this Agreement.

13. FORCE MAJEURE

a) Force majeure is a shortcoming that is beyond of the control of a Party and cannot be ascribed to its guilt and cannot be at its expense by virtue of law or generally accepted opinions and includes (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) national or regional emergency; and (e) other similar events beyond the reasonable control of the impacted Party. In the event of a force majeure event, the Party affected by such force majeure event shall immediately notify the other Party and indicate the expected duration of such force majeure event.

b) The Parties will use their best endeavors to mitigate the effects of a force majeure event.

c) If the force majeure event continues for more than [REDACTED], the other Party shall have the right to terminate the relevant Purchase Order and/or the Agreement with immediate effect by written notice, without any right to compensation of CEI or Nano-X, other than CEI refunding (within no later than [REDACTED] from the termination date) any payments made by Nano-X for Modules that were not delivered adjusting any outstanding dues, direct cash loss incurred by CEI for this transaction e.g. Purchase of raw material, raw material in stock, advance paid to supplier, shipment etc. and only in the event that the force majeure event had occurred on Nano-X’s side.

14. CONFIDENTIALITY AND PRESS RELEASE

a) The parties shall enter into a Mutual Non-Disclosure Agreement in the form attached as Appendix 3.

b) Neither Party may issue a press release describing rights, obligations, intent to perform, and relationship under this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld, provided however that the above shall not derogate from either parties right, as Nanox is a publicly traded company and CEI is public company to make any disclosure as may be required by law. or any stock exchange regulations or rules.

15. INSURANCE

CEI agrees to obtain and maintain, at its own expense for the term of this agreement and for at least three [REDACTED] after the expiration or termination of this Agreement at least the following insurance policies:

(i) general liability and products liability insurance coverage for the Modules with minimum limits of liability of [REDACTED] per occurrence and [REDACTED] in the annual aggregate. CEI shall include Nano-X is named as an additional insured in its insured customers list;

(ii) commercial property for all property and equipment of any kind and description owned by Nano-X brought/stored at CEI's facilities, according to the existing policy condition;

(iii) Statutory Worker's Compensation Insurance as required by applicable law, named INAIL (iv) Employers' liability insurance with the local common limit of liability but not less than [REDACTED] per occurrence and in aggregate.

16. TRANSFER OF RIGHTS AND OBLIGATIONS

a) Parties may not transfer any of its rights and obligations under this Agreement to any third party without the prior written consent of the other Party. This Agreement shall continue to be binding on the Parties and their respective successors and permitted assigns.

b) Nothing in this Agreement shall be understood or construed as an assignment by Nano-X to CEI or CEI to Nano-X of any intellectual property rights or know how.

17. NOTICES

a) All correspondence and communication in connection with this Agreement shall be in the English language.

b) Any notice or communication required or desired to be given hereunder shall be in writing and shall be deemed delivered when sent by confirmed e-mail or by overnight express courier (such as FedEx) marked for the earliest possible delivery, in each case addressed to the other Party as set forth below, or to such other address as that Party may have specified by prior notice to the other given in the manner herein provided:

CEI:

SKAN-X Radiology Devices SRL
CEO
Via della Tecnica 3, 40068 San Lazzaro di Savena, Bologna Italy.
Email:_____

CC:

Skanray Technologies Limited
Company Secretary
Plot #15-17, Hebbal Industrial Area, Mysore - 570016

Nano-x:

Nanox Imaging Ltd.
CEO
Ofer Tech Park,94 Shlomo Shmeltzer Road, Petach Tikva, Israel 4970602
Email: erez.m@nanox.vision

CC:

[REDACTED]

c) Any change of address must be reported by written notice and the new address shall be deemed the official address for purposes of this Agreement beginning three days after such notice has been sent.

18. MISCELLANEOUS

a) It is expressly understood and agreed that notwithstanding anything to the contrary, the general conditions of purchase, sale, services or maintenance of the Parties shall not be applicable to this Agreement or any Purchase Order hereunder.

b) No benefits or rights accruing to either Party under this Agreement shall be waived unless the waiver is reduced to writing and signed by both Parties to this Agreement. The waiver, in one instance, of any act, condition or requirement stipulated in this Agreement shall not constitute a continuing waiver or a waiver of any other act, condition or requirement in other instances, unless specifically so stated. The delay or failure of either Party to exercise its rights under this Agreement shall in no case constitute or be deemed a waiver or forfeiture of such rights.

c) The Parties agree that during the term of this Agreement and for [REDACTED] thereafter, each Party shall neither solicit for employment, consultancy, outsourced services, advisory roles etc., whether directly or indirectly any employee of the other Party to terminate his or her employment with the other Party, nor employ an employee of the other Party.

d) Nothing in this Agreement shall create, evidence or imply any agency, partnership or joint venture between the Parties. No Party shall act or describe itself as the agent of the other Party nor shall a Party have, or represent that it has, any authority to make commitments on behalf of the other.

e) This Agreement (i) is the complete agreement between the Parties with respect to the subject matter of this Agreement; and (ii) replaces and sets aside all previous arrangements, agreements and undertakings in respect thereof, except the conditions as agreed in the Non - Disclosure agreement between the Parties (as referred to in article 12). The conditions in this Non - Disclosure agreement are also applicable.

f) No amendment of this Agreement shall be effective unless such amendment is in writing and duly signed by each of the Parties.

19. APPLICABLE LAW AND DISPUTES

a) The Parties agree to attempt initially to solve all claims, disputes, or controversies arising under, out of, or in connection with this Agreement by conducting good faith negotiations.

b) If one or more provisions of this Agreement are declared to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected. In such a case, each of the Parties shall use its best efforts to immediately and in good faith negotiate a legally valid provision in replacement, without affecting the spirit of this Agreement.

c) Any legal proceedings arising out of this Agreement or relating thereto or in any manner connected with this Agreement, shall be instituted in Bologna, Italy.

d) All the terms under this Agreement shall remain same until amended in writing by both the parties to the Agreement Thus agreed upon and signed in duplicate intending each duplicate copy to serve as an original.

	For Nano-X Imaging Ltd	**For Skan-X Radiology Devices SRL**
Signature	/s/ Erez Meltzer /s/ Ran Daniel	/s/ Kavita Swame
Name	**Erez Meltzer Ran Daniel**	**Kavita Swame**
Designation	**CEO CFO**	**CEO**
Date	December 22, 2024	**17th December 2024**
Place	Israel	**Bologna**

Appendix 1

Prices and Quantity

[REDACTED]

Appendix 2

Acceptance Criteria

Delivered Modules are to meet the attached SPEC and each delivered Module to be accompanied by the attached Quality template

[REDACTED]

Appendix 3

Mutual Non-Disclosure Agreement

[REDACTED]

MUTUAL NON-DISCLOSURE AGREEMENT

[REDACTED]

[REDACTED]

Appendix 5

Annexure for Warranty Clause

[REDACTED]

160 Robinson Road
#21-09 SBF Center
Singapore 068914

Certain identified information contained in this document, marked by brackets, was omitted because it is both (i) not material and (ii) is the type that the Company treats as private or confidential. "[REDACTED]" indicates where the information has been omitted from this exhibit.

VOLUME SUPPLY AGREEMENT

This Volume Supply Agreement (the "**Agreement**") is dated August 8, 2025 (the "**Effective Date**"), and is between **Nano-X Imaging Ltd.**, an Israeli company with its principal office located at 94 Shlomo Shmeltzer St., Petach-Tikva, Israel 4970602 ("**Customer**") and **Fabrinet**, an exempt company organized under the laws of the Cayman Islands with its principal office located at 160 Robinson Road #21-09 SBF Center Singapore 068914 ("**Fabrinet**"). Customer and Fabrinet are referred to herein each as a "**Party**" and together as the "**Parties**".

Fabrinet is a provider of contract product manufacturing and engineering services to original equipment manufacturers of optical components, modules and subsystems, industrial lasers, and sensors.

Customer desires to engage Fabrinet on a non-exclusive basis to manufacture certain of its products as provided in this Agreement.

The Parties, therefore, agree as follows:

1. **Fabrinet Responsibilities**.

1.1 Product Manufacturing. Fabrinet will arrange sufficient capacity, as agreed between the Parties, to manufacture certain Customer products (the "**Products**"), including prototypes and qualification builds, in accordance with the specifications, purchase orders, build plans, and forecasts provided by Customer and in accordance with the terms of this Agreement.

1.2 Material Procurement. As directed by Customer, Fabrinet will purchase parts, components, and material (collectively, "**Material(s)**") for Product builds as follows: Fabrinet will provide Customer with notice of the anticipated purchase price for the Materials, the vendor thereof, the expected delivery date(s), and the minimum order quantities ("**MOQ**'s"), and Customer shall authorize Fabrinet to purchase such Materials. Customer and Fabrinet will agree on a list of the long lead time Materials, which are Materials required to meet Customer's purchase orders (the "**Order**(s)") and forecasted requirements that have purchase lead times greater than [REDACTED], as well as the non-cancelable and/or non-returnable Materials, and Materials agreed upon in writing by the Parties as requiring special treatment. Fabrinet shall use commercially reasonable efforts to procure Materials at the lowest available prices based on the then-current quoted volumes.

1.3 Fabrinet will assemble, test and ship the Products in compliance with the designs, drawings, technical information, and specifications (collectively, the "**Specifications**") provided by Customer.

1.3 Each Party's obligation to perform under this Agreement is expressly conditioned upon the other Party not being in material default of its obligations hereunder.

1.4 Fabrinet will provide secure storage and insurance for all Customer consigned Materials and equipment (if any). Customer consigned Materials and equipment will be used solely for the assembly of Products.

2. **Customer Responsibilities**.

2.1 Customer will provide all Specifications required for Fabrinet to procure Materials, build, test and ship Product, and conduct other activities associated with production and delivery of Product.

2.2 Production Forecasts and Orders. Every [REDACTED], Customer will provide Fabrinet with a written forecast that projects the anticipated types and quantities of Products that Customer expects to purchase during the following [REDACTED], itemized on a [REDACTED] basis for the first [REDACTED] and on a [REDACTED] basis thereafter (the "**Production Forecast**"). On a [REDACTED] basis, Customer will issue Orders that match the Production Forecast commitment described above and provide written releases for Product against such Orders.

2.3 Commitment to accept Orders. Fabrinet shall be committed to accept any Orders submitted by Customer that meet the terms of this Agreement and are submitted according to the Production Forecasts. If Customer issues any Order(s) for Products exceeding the Production Forecasts, Fabrinet shall use commercially reasonable efforts to supply such Products as well. Without derogating from the above, Customer will provide Fabrinet with a rolling [REDACTED] build plan and delivery schedule of the types and quantities of Products required (the "**Build Plan**").

2.4 Customer will use best efforts to ensure its Production Forecasts, Orders, and Build Plans are complete, accurate, and updated in a timely manner.

2.5 Materials Liability. Customer will be liable for the Materials procured by Fabrinet in accordance with this Agreement if not consumed as and when contemplated by Customer's Orders or Production Forecasts. MOQ Materials will be deemed unconsumed only after [REDACTED]. Customer acknowledges this liability includes: (i) any unconsumed MOQ Materials as set forth on the costed bill of Materials or otherwise communicated by Fabrinet to Customer in writing; (ii) Materials ordered by Fabrinet to support Customer's requested increase, or flexibility; and (iii) the quantity of Products reflected in Customer's Orders or Production Forecasts including Long Lead Time Materials for which Customer may provide special instructions on how these Materials are ordered. To the extent that any Materials are lost or damaged during the manufacturing process of Products due to acts or omissions of Fabrinet, Fabrinet shall be solely responsible for the cost of such Materials and for procuring substitute Materials.

2.6 Finished Goods. Customer's acceptance of Product that has completed the manufacturing process pursuant to an Order or per the committed Build Plan to shall be delivered to Customer's designated location in accordance with Section 6.1 below. Customer agrees to remit payment for all such Products pursuant to the payment terms of this Agreement.

2.7 Transfer Costs. Customer is responsible for the costs and expenses associated with transfer of production, if any, from Customer's facility or a third party's facility to Fabrinet, and if relevant the details of such transfers to be agreed upon by the Parties.

3. **Product Demand and Inventory Liability**.

3.1 Customer understands and agrees Fabrinet has no liability for Material, work in process, or Product (collectively "**Inventory**"), when Fabrinet complies with the terms of this Agreement, other than as specifically set forth in Section 2.5 above. Customer is liable for all amounts due with respect to any Inventory that remains at the expiration or termination of this Agreement, or in the event of any Order cancellation or Product cancellation or end-of-life.

3.2 Negotiated Material Prices and Terms. Material prices negotiated by Customer directly with any vendor, whether for pre-production prototype builds or based upon projected [REDACTED] volumes, will be contingent upon Fabrinet receiving the same pricing for such Materials on the same or better payment terms from the vendor. If the Material vendor does not agree to extend the quoted prices and terms to Fabrinet, Fabrinet will attempt to locate an alternative source for such Materials, which shall then be approved by Customer and added to Customer's approved vendor list ("**AVL**"). Under no circumstances will Fabrinet be responsible for any Material price variance or any Excess Inventory (as defined in Section 4.1 below) that results from Customer's direct negotiation of Material pricing with vendors.

3.3 Supplier Charge-back. If Customer's failure to meet forecasted volumes established with a vendor to support [REDACTED] volume Material pricing results in a charge-back to Fabrinet, Customer will reimburse Fabrinet for the charge-back incurred by Fabrinet. Fabrinet shall notify Customer as soon as it anticipates that failure to meet forecasted volume may lead to charge backs and will use reasonable efforts to mitigate the amount of any such charge-back on behalf of Customer.

3.4 Cancellation Charges. Customer understands Fabrinet may incur charges assessed by vendors for the cancellation of Material orders ("**Cancellation Charges**"). Customer will reimburse Fabrinet for any actual Cancellation Charges incurred. Fabrinet will attempt to notify vendors of a cancellation within [REDACTED] of receipt of Customer's cancellation notice. Fabrinet further agrees to audit a vendor's assessment and will make the results of such audit available to Customer. Fabrinet agrees to promptly notify Customer of any Cancellation Charges and provide Customer with the option to pay the Cancellation Charges or purchase the Materials on-order.

3.5 Revaluation. Customer and Fabrinet may mutually agree, from time to time, to revise the standard cost of Materials required to manufacture Product to reflect current Materials pricing. Prior to the implementation of any price or cost reductions, Customer will issue a revaluation purchase order to Fabrinet for the aggregate price difference between the old standard cost and the new standard cost for each unit of Material validly procured by Fabrinet under the terms of this Agreement or issue a new purchase order that will replace the old purchase order for the relevant Materials. If Customer chooses not to issue a revaluation purchase order, then it must fully consume the existing inventory of Materials at the old standard price prior to the implementation of any price or cost reductions.

4. **Excess Inventory and Obsolete Inventory**.

4.1 Excess Inventory. "**Excess Inventory**" is defined as Materials purchased by Fabrinet in compliance with the terms of this Agreement that have not been consumed within [REDACTED] of Fabrinet's receipt of such Materials (the "**Excess Inventory Period**"). Customer understands and agrees any rescheduled deliveries as set forth in Section 5.1 shall not change the Excess Inventory Period. Fabrinet will provide an Excess Inventory report to Customer during the [REDACTED]. On a [REDACTED] basis, Fabrinet will invoice Customer for all Materials deemed Excess Inventory at the standard cost including incoming freight charges and Material handling fees, as per the Customer-approved Product quotation.

4.2 Obsolete Inventory. "**Obsolete Inventory**" is defined as (i) Materials that, as a result of an ECO (defined in Section 9 below), Product cancellation, or end-of-life, have not been or will no longer be utilized in the manufacture of Product; or (ii) Materials that have aged beyond the shelf-life period agreed by the Parties. Fabrinet will provide an Obsolete Inventory report to Customer during the [REDACTED]. Fabrinet will promptly invoice Customer for any Materials deemed Obsolete Inventory at the standard cost including incoming freight charges and Material handling fees, as per the Customer-approved Product quotation.

4.3 Fabrinet will use commercially reasonable efforts to mitigate Customer's liability for Excess Inventory and Obsolete Inventory. However, Fabrinet will have no obligation under this Section 4 to mitigate Customer's liability for Excess Inventory or Obsolete Inventory with regard to any Materials purchased from vendors that prohibit the resale of such inventory to others.

4.4 Customer's failure to timely pay for Excess Inventory or Obsolete Inventory pursuant to the terms of this Agreement, upon presentation of a valid undisputed invoice, shall be a material breach of this Agreement.

5. **Product Schedule Changes**.

5.1 No delivery schedule changes are permitted for work-in-process to be completed and delivered within the next [REDACTED]from the date of change request. For deliveries scheduled between [REDACTED], Customer may push-out the delivery date of an Order, in whole or in part, one time only, for a maximum period of up to [REDACTED] from the originally scheduled delivery date. Finished Product may not be rescheduled. Requests for exceptions will be evaluated in good faith. The Parties agree to the flexibility parameters in the following table:

[REDACTED]

5.2 Customer is responsible for Excess Inventory that may result from any changes to the delivery date as set forth in this Agreement. Customer is also responsible for additional reasonable costs incurred by Fabrinet due to schedule changes, including increases in freight cost and/or modification or rework of Inventory.

5.3 Order Cancellations. No Order cancellations are permitted for Products to be delivered within the following [REDACTED].

6. **Delivery of Product.**

6.1 Fabrinet shall deliver Products at the requested delivery date(s) set forth in each Order, where such delivery date comports with the requirements of the Agreement. To the extent that Fabrinet anticipates that it will not be able to meet such delivery date(s) it shall provide Customer with notice as soon as it becomes aware of any such delay and shall use all efforts (including paying expedited shipping cost and bearing its own overtime labor costs) to meet the original delivery date. Unless agreed otherwise, Products will be delivered EXW the Fabrinet facility (Incoterms 2020). Title, ownership, and risk of loss or damage for such Products will pass from Fabrinet to Customer upon delivery of the Products to Customer's designated carrier at the Fabrinet facility. As provided in Section 6.2 below, when and if the "Ship To" location in an Order is designated as Fabrinet's plant or facility, it shall mean the Products shall be transferred to the Customer's finished goods / consigned materials ("**FG/CM**") inventory at Fabrinet's plant or facility, in a secure FG/CM warehouse, and such transfer shall constitute shipment and delivery of the Products within the meaning of this Agreement. In such an event, title, ownership and risk of loss to Products shall pass to Customer upon (i) their delivery to Customer's designated common carrier at Fabrinet's facility or to Customer's designee at Fabrinet's facility or, alternatively, (ii) transfer into Customer's FG/CM inventory at Fabrinet's plant or facility.

6.2 Bill and Hold Products. Customer may request that Fabrinet manufacture, then bill and hold a Product at Fabrinet's plant, pending instructions on when and where it is to be shipped. Fabrinet will do so provided that:

(a) Customer makes and confirms this request in an Order, Release, or other document by designating the "Deliver To" or "Ship To" location as Fabrinet's plant location;

(b) the Product, upon packaging for shipment, will be transferred to Customer's FG/CM warehouse (which shall be kept secure with monitored access), and will be kept in that warehouse pending receipt of shipping instructions from Customer;

(c) the title and the risk of loss to the Product will transfer to Customer at the time of transfer to the FG/CM warehouse, and Fabrinet will bear no risk of loss to such Product except as may be incurred as a non-owner custodian of property owned by Customer as provided in this Agreement;

(d) at the end of [REDACTED], if the Products are still in the FG/CM warehouse, Customer will arrange for them to be shipped to Customer, or to another location owned by or leased to Customer, or as it otherwise designates;

(e) Fabrinet's obligations under this Agreement with respect to the manufacture of the Product, and its preparation for shipment, shall be deemed complete at the time the Product is completed, packaged for shipment, and transferred to the Customer's FG/CM warehouse; and

(f) Fabrinet will invoice Customer for the Products at the time they are transferred to the FG/CM warehouse, with such invoice to be paid by Customer in accordance with the payment terms in this Agreement.

7. **Pricing and Payment Obligations**.

7.1 Pricing. The Product pricing will be as provided by Fabrinet in the then-current quote and will be considered complete upon agreement by the Parties. The quotes may be updated from time to time, no more frequently than once per quarter, subject to agreement by the Parties. All quotes are based on the Fabrinet turnkey Material procurement model unless otherwise specified. Non-recurring engineering or ramp-up charges will be quoted separately per the actual costs, and agreed upon by the Parties. Any other costs not originally contemplated will be quoted separately and once approved shall be incorporated into the pricing. Further, such approval shall not be unreasonably withheld. Each quote shall include, at a minimum:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Quotes that do not reasonably meet these criteria shall not be deemed final or binding until confirmed in writing by both Parties.

7.2 Price Reviews. Customer and Fabrinet agree to review changes in any costs and agree on appropriate price adjustments no more frequently than once a quarter during the term of this Agreement. The Parties will work together in good faith to aim for cost reductions of the Products each [REDACTED] after the Effective Date, or when certain factors such as volume, process changes, or demand variability occur. Any pricing adjustments shall be documented in a revised quote and approved in writing by both Parties. Fabrinet shall provide reasonable advance notice of any changes in the assumptions, costs, or other factors that may materially impact future quotes.

7.3 Material Price Changes. When market conditions cause a change (either a decrease or increase) in the individual price of Materials, Fabrinet will promptly notify Customer of the anticipated change. In the event of an increase in Materials cost, Fabrinet and Customer will attempt to find an alternative that will eliminate or reduce the price increase. In the event Fabrinet and/or the Customer cannot identify an acceptable alternative to maintain the existing price, the price of Product will be adjusted accordingly when the cost change takes effect. Changes in individual prices of Materials negotiated by Customer with a vendor will be passed through and adjusted in the Product price pursuant to Section 3.5.

7.4 Upon Customer's request for the performance of services not described herein, Fabrinet will quantify the cost of such services and provide a quotation for Customer's prior written approval. Upon receipt of invoice, Customer will be responsible for payment pursuant to the terms of this Agreement.

7.5 Fabrinet will buy Material at the direction of Customer in accordance with the current forecasts, provided that the purchase amounts for Material pursuant to such forecasts is within Customer's then-current credit limit as determined by Fabrinet's credit department based on Fabrinet's good-faith assessment of Customer's creditworthiness. Fabrinet will submit invoices upon Product shipment and subject to Customer's then-current credit limit.

7.6 Payment Terms. Payment is due and payable to Fabrinet in U.S. dollars no later than [REDACTED] from invoice date. Payment will be made via wire funds transfer according to instructions provided by Fabrinet.

8. **Quality Control**.

8.1 Fabrinet shall, at a minimum, meet the QA requirements set forth in the Quality Agreement included in **Exhibit B**. Without derogating from such Quality Agreement, Fabrinet will notify Customer in writing of any proposed changes to Product or related manufacturing and quality assurance processes at least [REDACTED] before any such changes are implemented. Such notice will include the reason for the change, details of its implementation, and the planned date of the change. Customer may request test data and a sufficient sampling of Products affected by any proposed changes. No changes will be made without Customer's prior written consent.

8.2 Fabrinet will perform incoming quality inspections on Materials pursuant to agreed-upon inspection criteria.

8.3 Customer and its end-customer will have the right to inspect the facility where a Product is manufactured, at a reasonable time and upon reasonable notice to Fabrinet.

9. **Engineering Change Orders**.

9.1 Customer may revise its Specifications at any time by submitting an engineering change order ("**ECO**") to Fabrinet. Customer will accept Fabrinet's standard ECO form. Customer will be responsible for all residual or scrap Materials and work-in-process, including Excess Inventory and Obsolete Inventory that may result from an ECO.

9.2 Fabrinet will process and price ECO's on a per-occurrence basis. Fabrinet will submit its proposal in response to Customer's ECO's to Customer for review and approval. Fabrinet will not implement any changes without the prior written approval of Customer. Premium or additional costs that may be incurred by Fabrinet as a result of an ECO will be negotiated and, if agreed, Customer will issue a purchase order to cover such costs prior to Fabrinet's implementation of an ECO.

10. **Labor**.

10.1 Fabrinet will assign production supervisors, engineers, and dedicated program managers to manage the manufacture of Product. Fabrinet will also provide overall project management, including supply chain management, import/export assistance services, quality control and production management.

10.2 Fabrinet will pay all personnel hired by Fabrinet to perform the services required by this Agreement. Fabrinet will maintain all accounting records and administrative payroll taxes pertaining to such personnel.

10.3 Neither Fabrinet nor any of its employees will in any sense be considered an employee or an agent of Customer, nor will Fabrinet employees be entitled or eligible to participate in any benefits or privileges given or extended by Customer to its employees. Similarly, Customer employees will not be entitled or eligible to participate in any benefits or privileges given or extended by Fabrinet to its employees.

10.4 During the term of this Agreement, Customer and Fabrinet jointly agree not to solicit or hire current employees of the other's company unless done by mutual agreement of the Parties prior to any personal contact with the individual. Nothing herein will prohibit either Party from hiring individuals who respond to advertisements or general solicitations, whether these are placed in newspapers, trade journals, on websites, or at trade or job shows and fairs. If this clause is deemed by a court of law too broad to be enforceable, then it is the intent of the Parties that this provision be interpreted to have the broadest scope allowable under current law.

11. **Customer Equipment and Tooling**. All equipment, tooling, workbenches, parts (whether assembled or unassembled) and packaging furnished to Fabrinet by Customer pursuant to this Agreement (the "**Customer Equipment**") will be delivered DDP the Fabrinet facility (Incoterms 2020). The Customer Equipment will be delivered free of all liens and encumbrances and will be deemed bailed to Fabrinet for Customer's benefit, and title thereto will at all times remain with Customer. Fabrinet will provide safe and secure storage for Customer Equipment, which will be used solely for the assembly of Product. Fabrinet shall be solely liable for any loss or damage to any Customer Equipment while in Fabrinet's custody and control and shall indemnify Customer for any such costs.

11.1 Equipment Delivery. Fabrinet will provide assistance to facilitate the delivery of Customer Equipment to and from the Fabrinet facility, using information provided by Customer. Customer will provide accurate description and valuation, certificate of origin, technical specifications, maintenance and calibration requirements, and other literature for the Customer Equipment in a timely fashion. Customer will be responsible for transportation costs in both directions (to and from the Fabrinet facility).

11.2 Security Interest. Notwithstanding the foregoing, Fabrinet will be entitled to retain possession of and use the Customer Equipment to manufacture and assemble the Product until such time as all Materials purchased by Fabrinet pursuant to this Agreement are paid for in full by Customer or otherwise incorporated into finished Product. Customer grants Fabrinet a security interest in Customer Equipment in its possession to secure all performance due Fabrinet under this Agreement.

11.3 Maintenance. Fabrinet will be responsible to arrange the performance of ongoing routine maintenance and calibration of the Customer Equipment. Customer will be responsible for the costs and expenses of such calibration and maintenance of Customer Equipment.

11.4 Surplus Properties. Customer Equipment and Consigned Assets (as defined in Section 11.5) the Parties agree will no longer be used for production (the "**Surplus Properties**") will be kept in a safe place, however, such items will not be maintained or calibrated. After [REDACTED] of non-use, Fabrinet may charge Customer a storage fee based on the actual space required to store Surplus Properties based on then-current warehouse space cost. After [REDACTED] of non-use and storage, Fabrinet will no longer maintain insurance coverage for Surplus Properties and risk of loss or damage for such assets shall transfer to Customer and Customer must promptly remove the Surplus Properties from Fabrinet's premises.

11.5 Insurance. Fabrinet, at its own expense, will purchase general insurance coverage in the amount of the agreed value as declared for Customer Equipment and other Customer-consigned machinery, stocks, and/or inventory (collectively the "**Consigned Assets**"). For Consigned Assets held in the care and custody of Fabrinet, the basis of valuation shall be the agreed value as set forth in a declaration of such assets prior to loss or damage. Customer will provide to Fabrinet's Insurance Department, not more frequently than on a quarterly calendar basis, an accurate list of its Consigned Assets along with its estimate of the replacement as the new value of such assets. Customer will use its best efforts to ensure its list of Consigned Assets and valuation is complete and accurate. Upon receipt of Customer's information, Fabrinet will review and respond in writing with any questions or concerns. Fabrinet and Customer then will decide on the agreed value as declared of Consigned Assets and Fabrinet will ensure it has insurance coverage in such amount not later than the following calendar quarter. Fabrinet will not be responsible for and Customer shall not make a claim against Fabrinet for any loss or damage in excess of the agreed value as declared of the Consigned Assets or for any inadequate insurance coverage resulting from Customer's failure to provide complete and accurate information with regard to the identification and valuation of Consigned Assets. If Customer has its own insurance to cover any Consigned Assets, Customer shall promptly notify and provide a copy of its insurance policy to Fabrinet and confirm that the Customer's insurers agree to waive any subrogation rights against Fabrinet.

12. **Inspection and Warranty**.

12.1 Inspection. Customer shall have the right upon reasonable notice to Fabrinet (of not less than [REDACTED]) to inspect Fabrinet's manufacturing facilities and receive all reasonable information related to the manufacturing process.

12.2 Product Warranty. Fabrinet warrants that Products will be manufactured in strict compliance with the Specifications and be free from defects in Fabrinet's workmanship under normal use and operation. The above warranty will remain in effect for a period of [REDACTED] from the date any Product is initially delivered to Customer (the "**Warranty Period**"). Fabrinet will manage all warranties provided by Material suppliers but Fabrinet does not independently warrant Materials.

12.2 Repair or Replacement of Defective Product. As a sole remedy, Fabrinet shall, at its election, either repair or replace any Product that contains a defect caused by a breach of the warranty set forth in Section 12.1. If Customer desires to return a Product based on a breach of the warranty set forth in Section 12.1 ("**RMA Product**"), Customer will send a request to Fabrinet and Fabrinet will provide Customer with an RMA number. Customer will return the allegedly defective Product to the Fabrinet facility, specifying the RMA number and including documentation describing the nature of the defect, how it was discovered and under what conditions it occurred. Fabrinet will analyze any such RMA Product and, if a breach of warranty is found, then Fabrinet will repair or replace the RMA Product within [REDACTED] of receipt by Fabrinet of the RMA Product and all required associated documentation. In the event a defect is found, Fabrinet will reimburse Customer for the reasonable cost of transporting the RMA Product to the Fabrinet facility and Fabrinet will ship the repaired RMA Product or its replacement to Customer. All repaired Products will be warranted for a period of [REDACTED] from the date of shipment to Customer or the remainder of the original Warranty Period, whichever is greater. If no defect is found, Customer will reimburse Fabrinet for all fees, costs, time, and expenses incurred by Fabrinet in handling the non-defective item, and transportation costs to and from the Fabrinet facility will be borne by Customer.

12.3 LIMITATION OF WARRANTY. THE WARRANTY SET FORTH IN SECTION 12.1 IS THE SOLE WARRANTY PROVIDED BY FABRINET AND IS IN LIEU OF ANY OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS SPECIFICALLY DISCLAIMED.

12.4 Third-Party Materials. Fabrinet will use reasonable efforts to obtain, and will pass through to Customer, any warranty rights Fabrinet receives from a third party vendor of Materials. Fabrinet will use reasonable efforts to assist Customer in enforcing such warranty rights.

13. Indemnity and Limitation of Damages.

13.1 Fabrinet shall promptly indemnify, defend, and hold Customer and its affiliates, shareholders, directors, officers, employees, contractors, agents, and other representatives harmless from and against all third-party demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of any kind (collectively, "**Claim(s)**") (a) based upon personal injury or death or injury to property (where "property" excludes the Product itself, which is handled in accordance with Fabrinet's warranty) to the extent caused by the negligent or willful acts or omissions of Fabrinet or its officers, employees, subcontractors or agents; (b) arising from or relating to any actual or alleged infringement, misappropriation, or alleged violation of any intellectual property rights attributable solely to Fabrinet's manufacturing processes, and/or (c) arising from the failure to comply with applicable law and regulations.

13.2 Customer shall promptly indemnify, defend, and hold Fabrinet harmless from and against all Claims (a) based upon personal injury or death or injury to property to the extent caused by the negligent or willful acts or omissions of Customer or its officers, employees, subcontractors, or agents, (b) arising from or relating to any actual or alleged infringement, misappropriation or alleged violation of any intellectual property rights attributable to the sale or use of a Product or portion of a Product, or (c) arising from the Product's design defect or failure to comply with "RoHS", "WEEE", "REACH" or other environmental legislation, where such failure was not the responsibility of Fabrinet.

13.3 Claim Process. The Party seeking indemnification (the "**Indemnitee**") shall notify the indemnifying Party (the "**Indemnitor**") promptly of any such Claim and Indemnitor shall be entitled to assume the defense of any such Claim. Indemnitee has the option to participate in Indemnitor's defense with Indemnitee's chosen counsel and Indemnitor shall make reasonable efforts to fully cooperate with such participation. In such event, Indemnitor will not have any responsibility for Indemnitee's attorney's fees in respect of such participation.

13.4 LIMITATION OF DAMAGES.

(a) EXCEPTING THE INDEMNITIES IN SECTION 13 OR A BREACH OF THE CONFIDENTIALITY PROVISIONS AS SET FORTH HEREIN, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY OF LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, PENALTIES, LOSS OF GOODWILL, BUSINESS PROFITS, LOST REVENUE, ANTICIPATED SAVINGS, BUSINESS INTERRUPTION, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR OTHER ECONOMIC LOSS FOR SERVICES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT SUCH PARTY WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

(b) EXCEPTING THE INDEMNITIES IN SECTION 13, OR A BREACH OF THE CONFIDENTIALITY PROVISIONS AS SET FORTH HEREIN THE LIABILITY OF FABRINET FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED OR PRODUCT MANUFACTURED UNDER THIS AGREEMENT SHALL BE LIMITED TO THE HIGHER OF EITHER (I) [REDACTED] OF FABRINET'S REVENUE FROM THE MANUFACTURE OF THE RELEVANT PRODUCT(S) IN THE [REDACTED] PRECEDING FABRINET'S RECEIPT OF A WRITTEN NOTICE OF A CLAIM, OR (II) [REDACTED] (THE "**CAP**"). FABRINET'S COSTS TO PROVIDE ITS WARRANTY REMEDY SHALL NOT APPLY TO THE CAP.

14. **Taxes and Duties**. Customer will pay all customs tariffs, bonds, and broker charges and all other charges, fees, levies, or assessments required pursuant to Thai law with respect to the import to or export from Thailand of any equipment or Materials necessary for the manufacture of Product or as otherwise required by the terms of this Agreement.

15. **Confidentiality**. Each Party will not disclose any trade secrets, intellectual property, or confidential or proprietary information ("**Confidential Information**") of the other Party to any third party and will protect the Confidential Information it receives with the same degree of care it provides to its own Confidential Information, but not less than a reasonable degree of care, so as to prevent its unauthorized use, dissemination or publication. All Confidential Information will be clearly marked as such by the Party which wishes the Confidential Information remain secret. This clause will not apply to information in the public domain generally available through other sources, legitimately obtained from third parties, or already in the possession of the receiving Party.

The Parties acknowledge that both Parties are public companies, traded on the Nasdaq and NYSE stock exchanges and as such each Party is subject to disclosure requirements under applicable laws and regulations (including securities laws), and therefore it shall be entitled to issue public statements in connection with the engagement hereunder, to the minimal extent required under such laws and regulations. Furthermore, it should be noted that Confidential Information, the Agreement and its terms, and any other information related to the manufacturing and delivery of the Products may be considered material nonpublic information under the Securities and Exchange Commission Rule 10b-5.

Except as explicitly set forth above as may be required under law, and unless by mutual agreement, neither Party shall make any announcement or public reference relating expressly to discussions relating to this Agreement or the terms of this Agreement.

16. **Term**. The term of this Agreement will be for an initial period of [REDACTED] commencing on the Effective Date ("**Initial Term**"). After the Initial Term this Agreement will renew automatically for successive [REDACTED] periods (each a "**Renewal Term**") unless a Party provides written notice of its intent to terminate the Agreement no later than [REDACTED] prior to the expiration of the Initial Term or any Renewal Term.

17. **Termination**.

17.1 This Agreement may be terminated (i) by mutual agreement of the Parties; (ii) upon [REDACTED] prior written notice if either Party reasonably determines the business relationship should be terminated, or (iii) for cause if a material default has not been cured [REDACTED] following delivery of written notice by the affected Party, as described in Section 17.2 below.

17.2 In the event of a material breach of this Agreement, the non-breaching Party must provide written notice to the breaching Party, who will have [REDACTED] to cure. Either Party may terminate this Agreement if a material breach of this Agreement remains uncured [REDACTED] following delivery of written notice. The Parties agree it is not the intent of the cure period to leverage any extension of the agreed payment terms.

17.3 Upon termination or expiration of this Agreement, Fabrinet will complete an orderly shutdown of the assembly operation and effect the return of Inventory, Customer Equipment, and other property of Customer. All money due and payable, including Cancellation Charges, if any, will be paid within [REDACTED] of submission of a valid invoice by Fabrinet to the Customer and before any Customer Equipment, Inventory, Product, or any other item is shipped to Customer. Fabrinet will ship all of Customer's property including Excess Inventory and Obsolete Inventory to a Customer-designated location at the expense of Customer. Fabrinet will provide documentation relating to the termination to Customer.

17.4 **Suspension of Performance**. Any obligation of Fabrinet to perform under this Agreement (including, but not limited to, the delivery or manufacture of Products or the purchase of Materials) will automatically be suspended *in toto* without any notice or further action by Fabrinet at such time as any amount due Fabrinet under this Agreement and which is not disputed by Customer in good faith remains unpaid in whole or in part more than [REDACTED] after such amount first becomes due, and Fabrinet will have no obligation to further perform under this Agreement until all such delinquent amounts are paid in full. Notwithstanding the automatic suspension of Fabrinet's performance obligations, Fabrinet may, in its sole discretion, elect to perform on terms and conditions it deems appropriate, and Fabrinet will be entitled to payment for such performance pursuant to the terms of this Agreement.

17.5 **Build-Out License**. Customer grants Fabrinet a royalty-free, world-wide, non-exclusive, non-transferable license to Customer's intellectual property (including, but not limited to, patents, copyrights, trademarks and trade secrets) to the extent incorporated, embodied, or utilized in the manufacture of the Product for the limited purpose of enabling Fabrinet (i) to complete the manufacture of Product to the extent of work-in-process and Materials on-hand or on-order at the time of termination of this Agreement (the "**Build-out Product**") and (ii) to market, distribute and sell all Build-out Product to Customer only. This license shall not survive any termination of this Agreement.

18. **Publicity**. Subject to Section 15 above, neither Party will refer to this Agreement in any publicity or advertising or disclose to any third party any of the terms of this Agreement without the written consent of the other Party. A Party may disclose the existence of this Agreement and its terms to its attorneys and accountants, vendors, and end-customers, subject to reasonable confidentiality restrictions, and only to the extent necessary to perform its obligations and enforce its rights hereunder.

19. **Force Majeure**. Neither Party will be liable for any delay in performing, or for failing to perform, its obligations under this Agreement (other than the payment of money) resulting from a "force majeure" being risks beyond the reasonable control of a Party, incurred not as a product or result of the negligence of the afflicted Party, which have a materially adverse effect on the ability of such Party to perform its obligations under this Agreement; provided the Party affected by such event promptly notifies the other Party of the force majeure event within no more than [REDACTED] from discovery of the event. If the delays caused by the force majeure event are not cured within [REDACTED] of the notice of the force majeure event, then either Party may terminate this Agreement. Termination of this Agreement pursuant to this Section 19 shall not affect Customer's obligation to pay Fabrinet for services provided, as set forth herein.

20. **Relationship of Parties**. Fabrinet will perform its obligations hereunder as an independent contractor. Nothing in this agreement will be construed to imply a partnership, joint venture, or agency relationship between the Parties. Neither Party shall be entitled to create any financial or other obligations with third parties on behalf of the other Party, except as expressly contemplated by this Agreement.

21. **Assignment**. Neither Party may assign, delegate or transfer this Agreement or any of its rights or obligations arising hereunder, in whole or in part, without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed, except that Fabrinet (i) may assign its obligations to a subsidiary or affiliate, and (ii) either Party may freely assign this Agreement to any third party in connection with a sale of all or substantially all of the shares and/or assets to any such third party. Any purported assignment without such consent shall be null and void.

22. **Notices**. All notices, demands, and other communications made hereunder will be in writing and will be given either by personal delivery, by nationally recognized overnight courier (with charges prepaid), or by email and registered post to the respective Parties at the following addresses:

As to Customer:	As to Fabrinet:
Nano-X Imaging Ltd. 94 Shlomo Shmeltzer St., Petach-Tikva, Israel 4970602 ATTN: [REDACTED]	Fabrinet C/O Fabrinet Pte. Ltd. 160 Robinson Road #21-09 SBF Center Singapore 068914 [REDACTED] With a copy to: [REDACTED]

23. **Entire Agreement**. This Agreement, the Exhibits, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements and negotiations between the Parties. Each Party acknowledges and agrees that no agreements, representations, warranties or collateral promises or inducements have been made by any Party to this Agreement except as expressly set forth herein, or in the Exhibits and any addenda attached hereto or referenced herein, and it has not relied upon any other agreement or document, or any verbal statement or act, in executing this Agreement. These acknowledgments and agreements are contractual and not mere recitals. In the event of any inconsistency between the provisions of this Agreement and any Exhibits and any addenda attached hereto or referenced herein, the provisions of this Agreement will prevail unless expressly stipulated otherwise, in writing executed by the Parties. Pre-printed language on each Party's forms, including Orders, acknowledgments, and invoices will not constitute part of this Agreement and will be deemed unenforceable.

24. **Amendment**. No course of dealing between the Parties hereto will be effective to amend, modify or change any provision of this Agreement. This Agreement may not be amended, modified or changed in any respect except by an agreement in writing signed by the Party against whom such change is to be enforced. The Parties may, subject to the provisions of this Section 24, from time to time enter into supplemental written agreements for the purpose of adding any provisions to this Agreement or changing in any manner the rights and obligations of the Parties under this Agreement or any Exhibit hereto. Any such supplemental written agreement executed by the Parties will be binding upon the Parties.

25. **Partial Invalidity**. Whenever possible, each provision of this Agreement will be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

26. **Waiver**. Waiver by either Party of any breach of any provision of this Agreement will not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

27. **Attorneys' Fees and Costs**. In the event attorneys' fees or other costs are incurred to enforce payment or performance of any obligation, agreement, or covenant between the Parties or to establish damages for the breach of any obligation, agreement or covenant under this Agreement, or to obtain any other appropriate relief under this Agreement, whether by way of prosecution or defense, the prevailing Party will be entitled to recover from the other Party its reasonable attorneys' fees and costs, including any appellate fees and the costs, fees and expenses incurred to enforce or collect such judgment or award and any other relief granted, and the costs, fees, and expenses incurred to enforce or preserve the rights of one Party in a bankruptcy or other insolvency proceeding wherein the other Party is named as the debtor.

28. **Governing Law and Jurisdiction**. All matters arising out of this Agreement will be governed by the laws of the State of California, without application of conflicts of law principles. Venue will be the Federal Court of the Northern District of California, Santa Clara County, California. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Fabrinet	**Customer**	
By: /S/ Edward Archer	By: /S/ Erez Meltzer	/s/ Ran Daniel
(Signature)	(Signature)	
Edward Archer	Erez Meltzer	Ran Daniel
(Print Name)	(Print Name)	
Executive Vice President	CEO	CFO
(Title)	(Title)	

Exhibit A [reserved]

Exhibit B – Quality Agreement

[REDACTED]

Exhibit 8.1

Subsidiaries of the Registrant

Name of Subsidiary	Jurisdiction of Incorporation	Holding Company
NANO-X AI LTD	ISRAEL	NANO-X IMAGING LTD
NANO-X KOREA INC	KOREA	NANO-X IMAGING LTD
NANO-X IMAGING INC	DELAWARE	NANO-X IMAGING LTD
NANO-X IMAGING INC	JAPAN	NANO-X IMAGING LTD
USARAD HOLDINGS INC	DELAWARE	NANO-X IMAGING INC
NANOX MDW INC	DELAWARE	NANO-X IMAGING INC
NANOX AI INC	DELAWARE	NANO-X AI LTD
XMRI.COM PLLC.	FLORIDA	USARAD HOLDINGS INC
NANOX IMPACT INC	DELAWARE	NANO-X IMAGING LTD
NANOX HEALTH IT INC	DELAWARE	NANO-X IMAGING INC

Exhibit 12.1

CERTIFICATION OF

CHIEF EXECUTIVE OFFICER

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

AS ADOPTED PURSUANT TO SECTION 302 OF

THE SARBANES-OXLEY ACT OF 2002

I, Erez Meltzer, certify that:

1. I have reviewed this annual report on Form 20-F of Nano-X Imaging Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involved management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 30, 2026

/s/ Erez Meltzer

Erez Meltzer

Chief Executive Officer

Exhibit 12.2

CERTIFICATION OF

CHIEF FINANCIAL OFFICER

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

AS ADOPTED PURSUANT TO SECTION 302 OF

THE SARBANES-OXLEY ACT OF 2002

I, Ran Daniel, certify that:

1. I have reviewed this annual report on Form 20-F of Nano-X Imaging Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b)

   c) any fraud, whether or not material, that involved management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 30, 2026

/s/ Ran Daniel

Ran Daniel

Chief Financial Officer

Exhibit 13.1

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this Annual Report on Form 20-F of Nano-X Imaging Ltd. (the "Company") for the twelve-months ended December 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Erez Meltzer, Chief Executive Officer of the Company, hereby certifies, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

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

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

Dated: April 30, 2026

By: /s/ Erez Meltzer
Erez Meltzer

Chief Executive Officer and Acting Chairman

Exhibit 13.2

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this Annual Report on Form 20-F of Nano-X Imaging Ltd. (the "Company") for the twelve-months ended December 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Ran Daniel, Chief Financial Officer of the Company, hereby certifies, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

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

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

Dated: April 30, 2026

By: /s/ Ran Daniel

Ran Daniel

Chief Financial Officer

Exhibit 15.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form F-3 (Nos. 333-294302, 333-271688) and on Form S-8 (No. 333-248322) of Nano-X Imaging Ltd. of our report dated April 30, 2026 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 20-F.

Tel-Aviv, Israel
April 30, 2026

/s/ Kesselman & Kesselman
Certified Public Accountants (Isr.)
A member firm of PricewaterhouseCoopers International Limited