SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 1)*

Nano-X Imaging Ltd.

(Name of Issuer)

Ordinary Shares

(Title of Class of Securities)

(CUSIP Number)

Moshe Moalem
8 Herzl Rosenblum Street,
Tel Aviv, L3, 6937952
0545884882

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

10/31/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Moalem Moshe
2	Check the appropriate box if a member of a Group (See Instructions)

☐ (a)
☐ (b)

3 SEC use only

4 Source of funds (See Instructions)
PF, OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
☐

6 Citizenship or place of organization
ISRAEL

Number of Shares Beneficially Owned by Each Reporting Person With:

7 Sole Voting Power
6,557,157.00

8 Shared Voting Power
0.00

9 Sole Dispositive Power
6,557,157.00

10 Shared Dispositive Power
0.00

11 Aggregate amount beneficially owned by each reporting person
6,557,157.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
☐

13 Percent of class represented by amount in Row (11)
8.33 %

14 Type of Reporting Person (See Instructions)
IN

Comment for Type of Reporting Person: The percentage of the class in Item 11, is based upon 78,747,008 Ordinary Shares outstanding as of October 28, 2026, as reported in the Issuer's Proxy Statement for its Annual General Meeting attached as Exhibit 99.1 to its Current Report on Form 6K filed with the Securities and Exchange Commission on October 28, 2026

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:
Ordinary Shares

(b) Name of Issuer:
Nano-X Imaging Ltd.

(c) Address of Issuer's Principal Executive Offices:
Ofer Tech Park, 94 Shlomo Shmeltzer Road, Petach Tikva, ISRAEL , 4970602.

Item 1 Comment: This Amendment No. 1 amends and supplements the statement on Schedule 13D filed by Moshe Moalem (the "Reporting Person") with the Securities and Exchange Commission on October 29, 2026 (the "Schedule 13D"), relating to the Ordinary Shares of Nano-X Imaging Ltd. (the "Issuer"). Capitalized terms used but not defined herein have the meanings assigned to them in the Schedule 13D. Except as expressly amended and supplemented below, the Schedule 13D remains unchanged.

Item 2. Identity and Background

(a) Moshe Moalem

(b) 8, Herzl Rosenblum Street, Tel Aviv, Israel 6937952

(c) Entrepreneur and Investor 8, Herzl Rosenblum Street, Tel Aviv, Israel 6937952

(d) The Reporting Person has not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) The Reporting Person has not, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws

(f) The Reporting Person is an Israeli citizen

Item 3. Source and Amount of Funds or Other Consideration

The Ordinary Shares beneficially owned by the Reporting Person were acquired prior to and following the Issuer's initial public offering, using personal funds or through other transactions. No additional Ordinary Shares were acquired in connection with the filing of this Schedule 13D. The percentage of the class in Item 11, is based upon 78,609,485 Ordinary Shares outstanding as of August 17, 2026, as reported in the Issuer's Proxy Statement for its Annual General Meeting attached as Exhibit 99.1 to its Current Report on Form 6K filed with the Securities and Exchange Commission on August 18, 2026

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and restated as follows: The Reporting Person acquired the Ordinary Shares beneficially owned by him for investment purposes and intends to review his investment in the Issuer on a continuing basis. On October 31, 2026, the Reporting Person submitted a request that additional matters be included on the agenda of the Issuer's special general meeting of shareholders scheduled for November 18, 2026 (the "Meeting"). The submission concerned proposed restrictions on substantial equity issuances, amendments relating to Board composition and the election of directors, separation of the Chairman and Chief Executive Officer roles, and the election of four director candidates. A copy of the submission is filed as Exhibit 99.1 On November 11, 2026, the Reporting Person and the Issuer entered into a Board Nomination Agreement (the "Agreement"). Tanir Corporation ("Tanir"), a wholly owned and controlled company of the Reporting Person, executed the joinder to the Agreement for the limited purposes stated therein. Pursuant to the Agreement, on November 11, 2026, Jonathan Samet was appointed as a Class I director for the remainder of the term expiring at the Issuer's 2027 annual general meeting, and Ariel Katz was appointed as a Class II director for the remainder of the term expiring at the Issuer's 2028 annual general meeting (collectively, the "Designees"). Erez Meltzer resigned as Chairman of the Board, and the Board elected Erez Alroy as Chairman. Mr. Meltzer continues to serve as Chief Executive Officer and a director. Subject to applicable law, Nasdaq listing rules, eligibility and any required approvals, the Agreement provides for one Designee to serve on both the Audit Committee and the Compensation Committee. The Agreement also provides for customary arrangements for the Designees on terms no less favorable than those applicable to comparable non-executive directors. Subject to the Agreement's conditions, the Reporting Person may nominate a replacement if a Designee or replacement nominee ceases to serve before the end of the applicable original class term. The Issuer also agreed, subject to those conditions, to limit the number of serving directors to eight through the conclusion of the 2027 annual general meeting. The applicable conditions include ownership and voting thresholds, specified material breaches by the Reporting Person or a Shareholder Affiliate, and a change of control, as set out in the Agreement. Upon effectiveness of both Designees' appointments, Mr. Meltzer's resignation as Chairman and Mr. Alroy's election as Chairman, the October 31 submission and all proposals, nominations and related requests made under it were automatically withdrawn pursuant to the Agreement. Additionally, in connection with the Agreement, Erez Meltzer separately undertook to the Reporting Person, in his personal capacity as a director, that during the Standstill Period he would not appoint an alternate director to act in his place at a Board or committee meeting or discussion on a matter in which a personal interest prevents him from participating under the Israeli Companies Law, 5759-1999, including any matter concerning his employment or engagement with the Issuer to which that restriction applies. The undertaking does not bind the Issuer or constitute part of, or a condition to, the Agreement. The undertaking is filed as Exhibit 99.3 and incorporated herein by reference. The Issuer agreed to issue revised proxy materials reflecting a proposal to increase its authorized share capital by 200,000,000 Ordinary Shares, to a total of 350,000,000 Ordinary Shares of NIS 0.01 par value each, before giving effect to any reverse share split. The Issuer also agreed to submit to shareholders a proposed amendment to Article 49 of its articles of association that, if approved, would generally require the affirmative votes of at least two-thirds of the directors then in office who are legally entitled to vote on a resolution to remove or replace a serving Chairman. Subject to the terms of the Agreement, the Reporting Person agreed to vote, and to cause the applicable Shareholder Affiliates, including Tanir, to vote, their shares in favor of the reverse share split and revised authorized capital proposals at the November Meeting and at any applicable subsequent meeting during the Standstill Period. The voting commitments and related obligations are described in Item 6. The Reporting Person and the applicable Shareholder Affiliates are subject to the standstill and related covenants described in Item 6. Subject to those covenants and applicable law, the Reporting Person may continue to review his investment and engage in permitted private discussions with the Issuer, its management, directors and other shareholders, including discussions concerning the Issuer's strategy, financing, governance, Board composition and management. The Designees remain free to exercise their independent judgment and discharge their duties as directors. Except as described in this Item 4 and Item 6, the Reporting Person has no present plans or proposals relating to the matters described in Item 4(a) through (j) of Schedule 13D. The foregoing description is qualified in its entirety by reference to the Agreement, including the Tanir joinder, filed as Exhibit 99.2 and incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

(a) The Reporting Person beneficially owns 6,557,157 Ordinary Shares, consisting of 5,560,426 Ordinary Shares held directly and 996,731 Ordinary Shares held by Tanir Corporation BVI ("Tanir"), a company wholly owned and controlled by the Reporting Person. The Reporting Person has sole voting and dispositive power over those Ordinary Shares. The aggregate beneficial ownership represents approximately 8.33% of the outstanding Ordinary Shares, based on 78,747,008 Ordinary Shares outstanding as of October 28, 2026, as reported in the Issuer's proxy statement furnished as Exhibit 99.1 to its Report on Form 6-K on October 28, 2026. This Amendment corrects the beneficial ownership reported in the Schedule 13D filed on October 29, 2026. The previously reported aggregate included approximately 118,256 Ordinary Shares calculated by reference to the Reporting Person's indirect economic interest, through Profiscope, and Nano-X Imaging PLC, a separate entity from the Issuer, in the Ordinary Shares of the Issuer. Following further review, those shares have been excluded because the Reporting Person has neither voting nor dispositive power over the underlying Ordinary Shares and has no right to acquire beneficial ownership of those shares within 60 days. The reduction in reported beneficial ownership reflects a correction of the prior reporting methodology and does not reflect a sale or other disposition by the Reporting Person.

(b) (i) sole power to vote or to direct the vote: See Item 7 on the cover page(s) hereto. (ii) shared power to vote or to direct the vote: See Item 8 on the cover page(s) hereto. (iii) sole power to dispose or to direct the disposition of: See Item 9 on the cover page(s) hereto. (iv) shared power to dispose or to direct the disposition of: See Item 10 on the cover page(s) hereto.

(c) Neither the Reporting Person nor Tanir has effected any transactions in the Ordinary Shares since the filing of the Schedule 13D on October 29, 2026.

(d) Tanir, through its ownership of the 996,731 Ordinary Shares described above, has the right to receive dividends from, and proceeds from the sale of, those shares. Except as described herein, no other person is known to the Reporting Person to have the right to receive or the power to direct receipt of dividends from, or proceeds from the sale of, the Ordinary Shares reported herein.

(e) Not applicable

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The information set forth in Item 4 is incorporated herein by reference. Subject to the Agreement's conditions, the Reporting Person agreed to vote, and to cause the applicable Shareholder Affiliates to vote, all Ordinary Shares held by them or over which they have voting authority as of the applicable record date in favor of the reverse share split and revised authorized capital proposals described in Item 4. This commitment applies at the November Meeting and any adjournment or postponement thereof, and at any other general meeting during the Standstill Period at which either proposal or a substantially similar proposal is submitted to a vote. The Agreement provides exceptions if the proposed authorized capital increase exceeds the agreed limits or if the range of reverse split ratios is changed from the range in the October 28, 2026 proxy statement. The Reporting Person and the applicable Shareholder Affiliates are also subject to related voting-instruction, non-opposition and anti-evasion covenants. Tanir agreed directly to comply with the applicable voting, standstill and non-disparagement obligations under its joinder. The standstill period began upon implementation of the appointments and resignation described in Item 4 and ends at the later of the conclusion of the Issuer's 2027 annual general meeting and 11:59 p.m. Israel time on November 11, 2027, subject to the earlier cessation or termination provisions of the Agreement (the "Standstill Period"). During that period, absent the Issuer's prior written consent as specified in the Agreement, the standstill restricts the Reporting Person and the applicable Shareholder Affiliates from specified acquisitions that would cause their aggregate interests to exceed 24.99% of the outstanding Ordinary Shares, and separately restricts tender or exchange offers, change-of-control proposals, proxy solicitations, position statements, director nominations and removal efforts, shareholder proposals and meeting requisitions, public campaigns, specified coordination or group activity, and public requests for waiver. The Agreement separately limits the voting of Ordinary Shares above the 24.99% threshold, including where the threshold is exceeded as a result of a reduction in the Issuer's outstanding shares. The Agreement preserves specified private communications with the Issuer, its management, directors and other shareholders, subject to the express restrictions in the Agreement. It also preserves the Designees' exercise of independent judgment, required disclosures, communications with regulators and enforcement rights. The parties agreed to mutual non-disparagement and anti-circumvention covenants. Specified obligations of the Reporting Person are subject to cessation under Section 2(g) in connection with the Issuer's compliance with specified core obligations. Subject to the Agreement's conditions, replacement nomination rights may survive the end of the Standstill Period through the original term of the applicable class seat. The foregoing description is qualified in its entirety by reference to the Agreement, including the Tanir joinder, filed as Exhibit 99.2 and incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Exhibit 99.1 -- Submission to the Issuer by the Reporting Person, dated October 31, 2026 Exhibit 99.2 -- Board Nomination Agreement between the Issuer, the Reporting Person and Tanir, dated November 11, 2026 Exhibit 99.3 - Meltzer Undertaking Letter, dated November 11, 2026

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Moalem Moshe

Signature: \s\ Moshe Moalem

Name/Title: Moshe Moalem
Date: 11/12/2026

Exhibit 99.1

October 31, 2026

BY EMAIL AND BY HAND

Nano-X Imaging Ltd.
Ofer Tech Park
94 Shlomo Shmeltzer Road
Petach Tikva, Israel 4970602

Attention: Board of Directors and Ms. Marina Gofman Feler, Chief Legal Officer

Dear Ms. Gofman Feler and Members of the Board,

Re: Special General Meeting of Shareholders on November 18, 2026 – Request to add Additional Items to Agenda

I, Moshe Moalem (the "**Proposing Shareholder**"), hereby request, pursuant to section 66(b) of the Companies Law, 5759-1999 (the "**Companies Law**"), the regulations promulgated thereunder and the Company's Articles of Association (the "**Articles**"), that the additional items set out in Annex A be included on the agenda of the special general meeting of shareholders scheduled for November 18, 2026, and any adjournment or postponement thereof (the "**Meeting**").

The additional items concern (i) an amendment to the Articles requiring shareholder approval of substantial equity financings; (ii) amendments enabling shareholders to determine the number of directors within the permitted range and to elect directors to vacant or additional seats; (iii) determination of the Board's size as ten directors; (iv) the separate, conditional election of Itzhak Tzadik, Ariel Katz, Eran Antebi and Jonathan Samet as additional directors; and (v) a separate amendment requiring separation of the Chairman and Chief Executive Officer roles, ending the current combined appointment and leaving election of the successor Chairman to the Board of Directors following the Meeting.

Annex A contains the requested explanatory text, proposed resolutions, required voting majorities and candidate biographies for inclusion in a supplement to the Company's proxy statement. These explanations accompany the substantive proposals; they are not submitted as a separate statutory position statement. Annex B contains the proposing shareholder's particulars and disclosures. Annexes C1 to C4 set out the nominees' short declarations, consents and particulars. Signed certifications for three nominees accompany this request. The outstanding signed certification for Eran Antebi, together with any outstanding supplementary particulars, will be delivered on November 1, 2026. The four candidates are hereby nominated by this request. Please accept those further materials as supplementing this request and confirm that all four nominations will be considered together with them. Copies of the four CVs and current ownership confirmations are enclosed. All rights concerning the applicable submission deadline, including its extension where the final day falls on Saturday, are reserved.

I oppose the Board's proposal to increase the Company's authorized share capital from 150 million to 450 million ordinary shares and intend to vote against it. None of my proposed resolutions requests an increase in authorized share capital. My reasons are explained in the background to the first additional item.

This request is submitted within the October 31, 2026 deadline expressly specified in the Company's notice. A hard copy of this letter and the accompanying materials will be delivered by hand to the Company's offices at the above address tonight. Without prejudice to the foregoing, I reserve my position that, pursuant to section 10(c) of the Interpretation Law, 5741-1981, the applicable statutory period does not expire before November 1, 2026, because its otherwise final day falls on Saturday, October 31.

Please publish and distribute an updated notice, a supplement to the proxy statement and a revised proxy card or voting instruction form enabling a separate vote on each additional item. The governance amendments, which include determination of the Board's size as ten, should be considered before the conditional director elections. The financing amendment is independent of the other proposals and of the Board's capital-increase proposal.

Please confirm receipt immediately. This request is submitted within the deadline expressly specified by the Company for requesting additional agenda items. The Proposing Shareholder's position is that any question concerning the notice period required for voting on an additional item should be distinguished from the timeliness and substantive eligibility of the request to include it. Section 66(b) of the Companies Law and regulations 5A, 5B and 5D of the applicable Notice and Agenda Regulations expressly contemplate shareholder requests to add matters, including director nominations, following publication of a meeting notice.

If the Company considers that any proposed item cannot lawfully be voted upon on November 18, 2026, please identify promptly the precise statutory, regulatory or Articles provision relied upon, the notice period said to apply, and the earliest lawful timetable for considering that item. Without conceding that any adjustment is required, the Proposing Shareholder requests that the Company take the steps necessary to enable consideration of the proposed items, including publishing supplementary materials and, to the extent necessary and legally available, postponing or otherwise lawfully rescheduling the Meeting or consideration of the affected items. Any objection should be addressed separately for each item and should not be treated as a basis for rejecting other items unaffected by that objection. Please also identify immediately any outstanding information or documentation considered necessary. All rights are reserved; this request does not constitute consent to unnecessary delay or withdrawal of any proposed item.

Please circulate this submission promptly to every director. I reserve all rights concerning the Company's proposals, the consideration of this request and the conduct of the Meeting.

Yours sincerely,



Moshe Moalem

Enclosures: Annexes A and B; three signed certifications in the applicable forms in Annexes C1–C4; four CVs; current ownership confirmations. Outstanding certification for Eran Antebi and supplementary particulars to follow on November 1, 2026.

Annex A

Additional items for the Meeting

The following items have been proposed by Moshe Moalem. The background explanations and nominee information are supplied by the Proposing Shareholder and the nominees, as applicable, and do not purport to express a recommendation or determination of the Company's Board. The item designations below distinguish these items from the two items in the original proxy statement.

Additional Item A

Amendment of the Articles concerning substantial equity financings

Background

The Proposing Shareholder requests a binding shareholder approval requirement for an equity financing involving the potential issuance of more than 20% of the Company's outstanding shares or voting rights, in a single transaction or a series of related transactions. Shares underlying accompanying warrants and convertible securities would be included in the calculation.

The Proposing Shareholder opposes the Board's proposal to increase authorized share capital from 150 million to 450 million ordinary shares. Shareholders approved an additional 50 million authorized shares on September 29, 2026. In his view, the Company's performance, decline in shareholder value and request for a further 300 million shares call for greater oversight of financing terms and capital allocation. He considers the scale of the further authorization inadequately justified and intends to vote against it. This additional item does not propose any increase in authorized capital.

The proposed amendment would apply to the Company's existing issuance capacity and any capacity subsequently authorized. It would permit shareholders to approve a specified financing or programme on disclosed terms, preserve existing binding obligations and require a further vote before substantial dilution through a transaction or related series. It is intended to operate irrespective of whether the Board's capital-increase proposal is approved.

Proposed Resolution

"*RESOLVED, to amend the Articles of Association of the Company by adding the following Article 12A immediately after Article 12:*

12A. Shareholder Approval of Substantial Equity Financings

12A.1. Notwithstanding Article 12 or any other provision of these Articles, the Company shall not issue or sell Ordinary Shares, or securities convertible into or exercisable or exchangeable for Ordinary Shares, in connection with an equity financing involving the issuance or potential issuance, in one transaction or a series of related transactions, of more than twenty percent (20%) of the Company's outstanding Ordinary Shares or voting rights, without prior approval of the General Meeting by Ordinary Resolution.

A binding agreement for a transaction requiring such approval may be entered into only if completion of the relevant issuance is expressly conditional upon obtaining that approval.

12A.2. For purposes of this Article:

(a) all Ordinary Shares potentially issuable pursuant to warrants, convertible securities or other equity-linked instruments forming part of the relevant financing shall be counted, without double counting, assuming full exercise, conversion or exchange and disregarding beneficial ownership limitations;

(b) the percentage shall be calculated by reference to the Ordinary Shares or voting rights outstanding immediately before the transaction or, in a series of related transactions, immediately before the first transaction in that series;

(c) where the potential issuance is variable, the maximum number permitted by the relevant terms shall be counted; a financing instrument without a finite maximum issuance limit shall require shareholder approval under this Article;

(d) transactions shall be considered related by reference to their substance, including whether they form part of a common financing arrangement or plan, are negotiated together, are interdependent or are divided into tranches or successive closings; different purchasers or separate agreements shall not, by themselves, prevent aggregation; and

(e) appropriate adjustments shall be made for share consolidations, subdivisions and similar changes in share capital.

12A.3. The approval requirement applies irrespective of the financing's description, structure or registration status, including whether it is characterized as a public offering, private placement or financing facility.

The notice seeking approval shall disclose the maximum potential issuance, material pricing and adjustment provisions, material warrant or conversion terms, expected dilution and intended use of proceeds. Shareholders may approve a specified financing programme within disclosed limits and for a specified duration.

Approval of an increase in authorized share capital shall not itself constitute approval under this Article.

12A.4. This Article shall not prevent performance of binding written issuance obligations existing on its effective date, or exercise, conversion or settlement of securities outstanding on that date, strictly in accordance with their terms then in force.

Any subsequent amendment materially increasing the issuance entitlement, reducing the exercise or conversion price or otherwise materially enhancing the holder's economic entitlement shall be assessed as a new transaction for purposes of this Article.

12A.5. This Article shall take effect immediately upon adoption."

Required Vote

An Ordinary Resolution: a majority of votes cast on the item by shareholders present in person or by proxy, excluding abstentions and broker non-votes.

Proposing Shareholder Recommendation

The Proposing Shareholder recommends a vote FOR Additional Item A and AGAINST the Board's proposal to increase authorized share capital.

Additional Items B-1 and B-2

Amendments of the Articles concerning additional directors and determination of number of directors

Background

The Articles currently permit between five and ten directors. Article 38.1 gives the Board authority to determine the number of directors within that range, and Article 42 authorizes the Board to fill vacancies, including seats below the permitted maximum. The proposed amendments would make those powers non-exclusive by expressly allowing shareholders to determine Board size and elect additional directors at an annual or special general meeting.

The amendments would retain the existing maximum Board size and classified structure and would not shorten an incumbent director's term or reduce the majority required to remove an incumbent. Each candidate would be voted on separately. The accompanying nominations are conditional on approval of these amendments and the determination of Board size included in this item.

The Proposing Shareholder believes shareholders should have an effective mechanism to supplement the Board's experience in commercial execution, finance, operations and governance. His purpose is to strengthen oversight and accountability while preserving the Board's responsibility for managing and supervising the Company's business.

Proposed Resolution B-1

"*RESOLVED, by Special Resolution, to amend the Articles of Association of the Company as follows:*

(a) Replace the second sentence of Article 38.1 with:

'Subject to the minimum and maximum prescribed above, the number of Directors may be determined from time to time by the General Meeting by Ordinary Resolution or by a majority of the Directors then in office. No determination decreasing the number of Directors shall shorten an incumbent Director's term. An increase in the number of Directors approved by the General Meeting shall not require approval or confirmation by the Board of Directors. The Board of Directors shall not reduce the number of Directors most recently determined by the General Meeting unless the General Meeting subsequently authorizes that reduction by Ordinary Resolution.'

(b) Add the following Article 39.5:

'Notwithstanding Articles 39.2 and 43.3 and the provisions governing election of Directors at Annual General Meetings, the General Meeting may, at an Annual or Special General Meeting, by Ordinary Resolution, elect a Director to fill a vacancy or an additional seat within the maximum permitted under Article 38.1, including a seat created by a determination of the General Meeting increasing the number of Directors.

Such election shall not require nomination, approval or confirmation by the Board of Directors. Applicable statutory qualification requirements and lawful shareholder nomination procedures shall continue to apply.

Each nominee shall be voted on separately. A Director elected to replace a Director whose office has been vacated shall be assigned to the class of the Director replaced. A Director elected to an additional seat shall be assigned to a class by the election resolution, which may prescribe an objective allocation method taking account of the election results, so that the classes are as nearly equal in size as possible. The Director shall serve for the remaining term of the relevant class until the Annual General Meeting at which that class next stands for election and until a successor is duly elected and qualified, unless the office is earlier vacated in accordance with law or these Articles.

This Article does not authorize removal of an incumbent Director by Ordinary Resolution or alter the requirement under Article 39.2 for a Special Resolution to remove a Director and elect a replacement in the same removal resolution. Nothing in this Article displaces the statutory requirements applicable to the appointment or tenure of External Directors.'

(c) Add the following paragraph at the end of Article 42:

'The Board of Directors' powers under this Article are non-exclusive and do not restrict the General Meeting's powers under Articles 38.1 and 39.5. A Director elected by the General Meeting shall be assigned to a class and serve for the term specified under Article 39.5, without requiring a further determination by the Board of Directors.'

These amendments shall take effect immediately upon adoption.

Required Vote

A Special Resolution: at least 66 2/3% of the voting power cast on the item by Shareholders voting in person or by proxy (including by voting deed), excluding abstentions and broker non-votes. The definition of Special Resolution in Article 3.1 and Article 39.4 apply; Article 39.4 requires that majority to amend Article 39. The amendments and Board-size determination in this item form one resolution.

Proposed Resolution B-2

RESOLVED FURTHER, that immediately upon effectiveness of these amendments, the number of Directors constituting the Board of Directors shall be ten, without removing or shortening the term of any incumbent Director."

Required Vote

An Ordinary Resolution, excluding abstentions and broker non-votes.

Proposing Shareholder Recommendation

The Proposing Shareholder recommends a vote FOR Additional Items B-1 and B-2.

Additional Item C

Separation of Chairman and Chief Executive Officer roles

Background

On June 25, 2024, shareholders approved the appointment of Mr. Erez Meltzer as acting Chairman while he continued to serve as Chief Executive Officer, pursuant to a proposal providing for an appointment for a period of up to three years. The Proposing Shareholder acknowledges that approval. This proposal does not challenge the validity of the earlier approval or suggest that the combined appointment was unlawful.

The Proposing Shareholder nevertheless considers that the Company's performance and the important financing and strategic decisions now facing it warrant a reassessment of its Board leadership arrangements before that period expires. He believes that separating the roles would strengthen the Board of Directors' oversight of management and improve accountability to shareholders.

Accordingly, this proposal expressly seeks to bring the existing combined appointment to an end upon conclusion of the Meeting by introducing a binding separation requirement into the Articles. To the extent necessary to implement that requirement, it would supersede the earlier shareholder approval prospectively. Mr. Meltzer would remain a Director and Chief Executive Officer, and the Board of Directors as constituted following the Meeting would elect the successor Chairman from among its eligible members.

Sections 20 and 57(1) of the Companies Law provide for amendment of the Articles by the General Meeting. Section 94(a) addresses election of the Chairman, while sections 95 and 121(c) address separation of the roles and authorization of combined service. This proposal adopts a binding requirement in the Articles for separation of the roles and preserves the Board of Directors' responsibility for electing the successor Chairman under Article 49. It is independent of Additional Items A and B and D through F.

Proposed Resolution

"RESOLVED, to amend the Articles by adding the following Article 49A immediately after Article 49:

49A. Separation of Chairman and Chief Executive Officer

49A.1. Notwithstanding Article 49 or any other provision of these Articles, the Chief Executive Officer shall not simultaneously serve as Chairman or exercise the powers of the Chairman, whether on a permanent, acting, interim or other basis. Any prior authorization of the General Meeting permitting combined service shall not permit a departure from this Article while it remains in force. The restrictions imposed by the Companies Law on eligibility to serve as Chairman shall continue to apply.

49A.2. This Article shall take effect upon conclusion of the General Meeting at which it is adopted. Any person then simultaneously serving as Chief Executive Officer and Chairman shall thereupon cease to hold office as Chairman and cease to exercise the powers of that office. Such cessation shall not, of itself, affect that person's office as a Director or Chief Executive Officer. For the avoidance of doubt, this provision applies to the combined appointment of Mr. Erez Meltzer approved by shareholders on June 25, 2024, notwithstanding that the period contemplated by that approval has not expired.

49A.3. The Board of Directors shall elect from among its members a Chairman eligible to serve under this Article and the Companies Law at its first meeting following the effectiveness of this Article. That meeting shall be duly convened and held within seven days after this Article takes effect.

49A.4. Pending that election, Article 47.2 shall apply to the convening of meetings of the Board of Directors. Any Director selected under Article 49 to chair a particular meeting shall satisfy Article 49A.1."

Required Vote

An Ordinary Resolution under Article 28.1 and section 20(a) of the Companies Law: approval by holders of a majority of the voting power represented at the General Meeting in person or by proxy (including by voting deed) and voting on the item, excluding abstentions and broker non-votes. This item does not amend Article 39 or remove any Director from the Board of Directors and does not depend on approval of any other Additional Item.

Proposing Shareholder Recommendation

The Proposing Shareholder recommends a vote FOR Additional Item C.

Additional Items D to G

Election of four additional directors

Background

The Proposing Shareholder nominates the four persons below for election to additional Board seats, conditional on approval of Additional Item B-1. Each nomination is a separate voting item. No election is conditional on approval of another nominee. The proposed class assignments would result in classes of four, three and three directors if the six incumbents remain in office and all four nominees are elected.

The following biographies and qualifications are based on information supplied by the nominees. Signed short certifications, including consents and objective independence representations, for three nominees accompany this request. The outstanding signed certification for Eran Antebi and any outstanding supplementary particulars will be delivered on November 1, 2026. All four nominations are made by this request; the Company is requested to accept those further materials as supplements. No determination of Nasdaq independence by the Board is represented as having been made.

Additional Item D Itzhak Tzadik

Nominee Information

Itzhak Tzadik, age 67, is an international businessman and investor with experience in energy, agriculture, security and real estate. Mr. Tzadik has participated in international ventures involving energy infrastructure, agricultural development and resources as part of LR Group from 1995 to 2015. His activities include real estate investment and project development in Germany and Portugal, including interests in NTS Investments and The Art of Living, from 2015 to date. He has also managed international security projects for governmental and institutional clients from 1985 to date. Mr. Tzadik holds a bachelor's degree in economics from Tel Aviv University, awarded in 1990, and studied business administration at the University of Bradford from 1990-1993.

The Proposing Shareholder believes Mr. Tzadik's international investment, project-development and business experience would contribute to the Board's consideration of strategy, partnerships and capital deployment.

Proposed Resolution

"RESOLVED, subject to adoption of Additional Item B-1 and the availability of a seat within the maximum permitted Board size, that the election of Itzhak Tzadik as an additional Class I Director of Nano-X Imaging Ltd., effective immediately upon satisfaction of those conditions, to serve until the Company's 2027 Annual General Meeting and until the due election and qualification of his successor, or until his earlier resignation, replacement or removal in accordance with law and the Articles, be, and hereby is, approved."

Required Vote

An Ordinary Resolution, excluding abstentions and broker non-votes. The election is conditional on approval of Additional Item B-1.

Proposing Shareholder Recommendation

The Proposing Shareholder recommends a vote FOR the election of Itzhak Tzadik.

Additional Item E Ariel Katz

Nominee Information

Ariel Katz, age 60, has served as Chief Executive Officer of Quality in Flow Inc., a US medical-device company, since 2017. From 2012 to 2017, Mr. Katz served as Executive Director, Commercial Affairs and an active board member of Quality in Flow Ltd. From 2015 to 2017, he served as Chief Executive Officer and owner of Head Start Ltd., providing management services to early-stage technology companies. He served as Chief Operating Officer of Powermat Ltd. from 2010 to 2015 and previously held senior operations and business-development positions there. From 2004 to 2007, he served as Executive Vice President, Sales at Pontis Ltd., and from 2002 to 2004 as Vice President and Managing Director, Central Europe at Comverse Ltd. Mr. Katz holds an MBA from the Tel Aviv International School of Management, completed in 1997, and a bachelor's degree in business from the New York Institute of Technology, completed in 1995.

The Proposing Shareholder believes Mr. Katz's medical-device commercialization, US market development and operational leadership experience would contribute to oversight of commercial execution and growth.

Proposed Resolution

"RESOLVED, subject to adoption of Additional Item B-1 and the availability of a seat within the maximum permitted Board size, that the election of Ariel Katz as an additional Class II Director of Nano-X Imaging Ltd., effective immediately upon satisfaction of those conditions, to serve until the Company's 2028 Annual General Meeting and until the due election and qualification of his successor, or until his earlier resignation, replacement or removal in accordance with law and the Articles, be, and hereby is, approved."

Required Vote

An Ordinary Resolution, excluding abstentions and broker non-votes. The election is conditional on approval of Additional Item B-1.

Proposing Shareholder Recommendation

The Proposing Shareholder recommends a vote FOR the election of Ariel Katz.

Additional Item F Eran Antebi

Nominee Information

Eran Antebi, age 56, has provided strategic finance advisory and fractional CFO services through EA Strategic Finance since 2026. From 2022 to 2025, Mr. Antebi served as Senior Finance Director at Johnson & Johnson MedTech's Global Surgery franchise, including as finance leader of its Global Surgery Supply Chain organization. From 2017 to 2022, he served as Finance Director for Johnson & Johnson MedTech's Biosurgery business. He served as Chief Financial Officer of SHL Telemedicine from 2008 to 2017 and held an earlier finance executive position there from 2004 to 2008. From 2000 to 2004, he worked as an audit manager in the high-tech practice of Ernst & Young. Mr. Antebi serves as a director and chair of the audit committee of Duke Robotics, Inc. He holds a bachelor's degree in accounting and economics from Tel Aviv University, and is a certified public accountant.

The Proposing Shareholder believes Mr. Antebi's public-company finance, healthcare-sector and global manufacturing experience would contribute to oversight of financial reporting, financing and capital allocation.

Proposed Resolution

"RESOLVED, subject to adoption of Additional Item B-1 and the availability of a seat within the maximum permitted Board size, that the election of Eran Antebi as an additional Class III Director of Nano-X Imaging Ltd., effective immediately upon satisfaction of those conditions, to serve until the Company's 2029 Annual General Meeting and until the due election and qualification of his successor, or until his earlier resignation, replacement or removal in accordance with law and the Articles, be, and hereby is, approved."

Required Vote

An Ordinary Resolution, excluding abstentions and broker non-votes. The election is conditional on approval of Additional Item B-1.

Proposing Shareholder Recommendation

The Proposing Shareholder recommends a vote FOR the election of Eran Antebi.

Additional Item G Jonathan Samet

Nominee Information

Jonathan Samet, age 40, has served as Chief Operating Officer and Chief of Staff of SIXAI Group since 2021. His responsibilities include operations, strategic projects and coordination with senior management. From 2020 to 2021, Mr. Samet worked in the technology and venture practice of Amit, Pollak, Matalon & Co. From 2016 to 2020, he worked at KPMG in Israel and Silicon Valley in audit, internal audit and enterprise risk. Mr. Samet holds a Global MBA, completed in 2022, an LLM in commercial law, completed in 2018, an LLB and a BA in accounting and business administration, both completed in 2015, from the Interdisciplinary Center Herzliya. He is a certified public accountant, licensed in February 2018, and an Israeli lawyer, admitted in August 2021.

The Proposing Shareholder believes Mr. Samet's combined operational, financial, legal and risk-management experience would contribute to the Board's oversight of execution and corporate governance.

Proposed Resolution

"RESOLVED, subject to adoption of Additional Item B-1 and the availability of a seat within the maximum permitted Board size, that the election of Jonathan Samet as an additional Class I Director of Nano-X Imaging Ltd., effective immediately upon satisfaction of those conditions, to serve until the Company's 2027 Annual General Meeting and until the due election and qualification of his successor, or until his earlier resignation, replacement or removal in accordance with law and the Articles, be, and hereby is, approved."

Required Vote

An Ordinary Resolution, excluding abstentions and broker non-votes. The election is conditional on approval of Additional Item B-1.

Proposing Shareholder Recommendation

The Proposing Shareholder recommends a vote FOR the election of Jonathan Samet.

Director compensation

No additional resolution concerning remuneration, indemnification, exemption or insurance is proposed in this submission. Any such arrangements requiring corporate approvals remain subject to those approvals. No nominee is represented as having an agreed compensation entitlement by reason of this submission alone.

Annex B

Proposing shareholder particulars and disclosures

Full name: Moshe Moalem. Israeli identity number: 056549538.

Business address: 8, Herzl Rosenblum Street, Tel Aviv, Israel 6937952. Telephone: +972-54-588-4882. Email: moshemoa@gmail.com.

As of October 31, 2026, total Ordinary Shares held directly and indirectly: 6,675,413; percentage of outstanding voting rights: 8.49%, based on 78,609,485 outstanding voting shares as of August 17,2026.

Direct holdings: 5,678,682 shares, held directly. Indirect holdings through Tanir Corporation BVI: 996,731 shares. Tanir is wholly owned and controlled by Moshe Moalem.

Agreements, arrangements, understandings or relationships with any other person concerning the Company's securities, the proposed resolutions, nominations or voting: None.

Personal interest in each proposal beyond the interest arising from shareholdings: None

The purpose of the request and complete English resolutions and explanations are set out in the covering letter and Annex A. There are no arrangements to which the Proposing Shareholder is party concerning nominee selection.

I confirm that the information supplied in this request is accurate and complete in all material respects. I will provide any other information reasonably requested under Article 24.4 and update the information as of the record date, five business days before the Meeting, and the Meeting and any adjournment or postponement, as required by Article 24.5.

Name: Moshe Moalem.

Signature: 

Date: October 31, 2026.

Exhibit 99.2

BOARD NOMINATION AGREEMENT

This BOARD NOMINATION AGREEMENT (this "Agreement") dated as of November 11, 2026, is by and among Moshe Moalem, Israeli I.D. No. 056549538, of 8 Herzl Rosenblum Street, Tel Aviv 6937952, Israel (the "Shareholder"), and Nano-X Imaging Ltd., an Israeli company (the "Company"). Tanir Corporation, a British Virgin Islands company wholly owned and controlled by the Shareholder ("Tanir"), executes the joinder set out in Annex B solely for the purposes stated therein.

WHEREAS, the Shareholder has reported in his Schedule 13D filed with the Securities and Exchange Commission on October 29, 2026 beneficial ownership of 6,675,413 Ordinary Shares (as defined below), comprising 5,678,682 Ordinary Shares held directly and 996,731 Ordinary Shares held through Tanir, representing approximately 8.49% of the issued and outstanding Ordinary Shares on the basis of the share count stated therein; and the Shareholder has confirmed that, as of the date hereof, the Shareholder and the Shareholder Affiliates beneficially own the Ordinary Shares and hold the other interests set out in Part 2 of Schedule A, and no others; "Ordinary Shares" means the ordinary shares of the Company, par value NIS 0.01 per share;

WHEREAS, the Company and the Shareholder have determined to come to an agreement regarding the appointment of Jonathan Samet and Ariel Katz (the "Designees") to the Company's Board of Directors (the "Board") as a Class I director and a Class II director, respectively, and certain other matters as set forth herein. References herein to the "2027 Annual Meeting" mean the next annual general meeting of the shareholders of the Company following the date hereof (anticipated to be held during the 2027 calendar year), including any adjournment or postponement thereof.

NOW, THEREFORE, in consideration of and reliance upon the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Nomination of Designees; Board Composition; Resignation of Chairman.

(a) Subject to paragraph (b) below, the Board shall (i) appoint Jonathan Samet to serve as a Class I director of the Company, with effect no later than November 11, 2026, for the remainder of the term of the Class I directors expiring at the conclusion of the 2027 Annual Meeting; and (ii) appoint Ariel Katz to serve as a Class II director of the Company, with effect no later than November 11, 2026, for the remainder of the term of the Class II directors expiring at the conclusion of the annual general meeting of the Company to be held during the 2028 calendar year. Subject to applicable law, the Nasdaq listing rules and the eligibility of each Designee, the Board shall appoint one Designee to serve as a member of the Audit Committee and the Compensation Committee, subject to the Designee's eligibility and any approvals required by law. Each Designee shall be entitled to the Company's standard compensation, expense reimbursement, indemnification, exculpation and directors' and officers' liability insurance arrangements applicable to the Company's non-executive directors from time to time, on terms no less favorable than those provided to the Company's other comparable non-executive directors, subject in each case to any corporate or shareholder approvals required under applicable law. If either Designee (or any Replacement Nominee) ceases to serve as a director for any reason before the expiry of the term of the class to which he was appointed, the Company shall promptly notify the Shareholder, and, subject to Sections 1(d) and 1(e), the Shareholder may, within thirty (30) days after such notice, nominate in writing a person who satisfies the Independence Conditions (a "Replacement Nominee"). Subject to applicable law, the Board shall appoint the Replacement Nominee to the same class, for the unexpired portion of that class term only, promptly (and in any event within five (5) business days) after receipt by the Company of the documentation required by Section 1(b), unless the Board determines in good faith, in accordance with its customary procedures and by a majority of the directors other than the Designees, that the Replacement Nominee does not satisfy the Independence Conditions, in which case the Shareholder may nominate another person within fifteen (15) days after being notified of that determination, and this Section 1(a) shall apply to that nomination. During the nomination periods described above, the Board shall not appoint any other person to the vacancy. If the Shareholder does not nominate a Replacement Nominee who satisfies the Independence Conditions within those periods, the Board may fill the vacancy in its discretion, subject to the limit on the number of directors set out below. The appointment of a Replacement Nominee shall not extend, renew or restart any right of the Shareholder under this Agreement. The Company shall use reasonable efforts to preserve the agreed committee representation, subject to applicable eligibility requirements. Until the conclusion of the 2027 Annual Meeting, the number of directors serving shall not exceed eight (8); nothing in this Section 1(a) shall prevent the Board from filling a vacancy so long as that limit is observed.

(b) Prior to appointment, and as a condition to it, each Designee and each Replacement Nominee shall have delivered to the Company a completed directors' and officers' questionnaire in the form attached hereto as Exhibit A, a director's declaration under the Israeli Companies Law, 5759-1999, and a written acknowledgment of the Company's policies and procedures applicable to directors (including its insider trading, confidentiality and related party transaction policies), in each case in form and substance reasonably satisfactory to the Company (and, in the case of the questionnaire, in the form attached hereto as Exhibit A). Each Designee and each Replacement Nominee shall, as a condition to his appointment and at all times while serving as a director: (i) be legally qualified and eligible to serve as a director of the Company under the Companies Law, other applicable Israeli and United States law and the Nasdaq listing rules; (ii) if he does not qualify as an "independent director" under Nasdaq Listing Rule 5605(a)(2), as determined by the Board in good faith in accordance with its customary procedures, not, by reason of his appointment or continued service, cause directors who so qualify to cease to constitute a majority of the Board (it being understood that this clause (ii) shall not restrict the appointment or service of a Designee or Replacement Nominee who does not so qualify, provided that directors who so qualify would continue to constitute a majority of the Board immediately following such appointment and during such service); (iii) not be a Shareholder Affiliate, or an employee, officer, director, partner, member or professional adviser of the Shareholder or any Shareholder Affiliate; (iv) not be party to any agreement or arrangement with the Shareholder or any Shareholder Affiliate relating to compensation or other payment in connection with his candidacy or service as a director of the Company (other than reimbursement of reasonable out-of-pocket expenses incurred in connection with his nomination); and (v) not, by reason of his appointment, cause the Company to fail to satisfy any requirement as to the composition of the Board or any committee of the Board under the Companies Law, Rule 10A-3 under the Exchange Act or the Nasdaq listing rules applicable to the Company (collectively, the "Independence Conditions"). Each Designee shall comply with all policies and procedures applicable to all members of the Board and, for so long as he serves on a committee of the Board, shall satisfy the independence requirements applicable to that committee. The Shareholder shall use his reasonable best efforts to procure that a Designee who ceases to satisfy the Independence Conditions (including if any information provided in his questionnaire or declaration proves to have been inaccurate such that the Independence Conditions are not satisfied) promptly resigns from the Board, and the resulting vacancy shall be subject to Section 1(a). The Company acknowledges that, solely on the basis of the information provided to the Company in the questionnaires and declarations delivered by the Designees prior to the date hereof (and without independent verification), it appears to the Company that the Designees have fulfilled the conditions to their initial appointment set forth in this Section 1(b).

(c) Mr. Erez Meltzer has delivered to the Company, and the Company has provided a copy to the Shareholder of, his irrevocable written resignation from the office of Chairman of the Board (but not from his office as a director or as Chief Executive Officer), effective upon the appointment of both Designees becoming effective. At the same meeting of the Board, immediately following the appointment of both Designees and their attendance at that meeting as members of the Board, the Company shall cause the election of Mr. Erez Alroy as Chairman of the Board to be proposed to, and recommended for approval by, the Board, which election shall be made by a decision of a majority of the Directors in accordance with Article 49 of the Company's articles of association..

(d) Notwithstanding anything to the contrary in this Agreement, the obligations of the Company under Section 1(a) to appoint a Replacement Nominee, to use reasonable efforts to preserve committee representation and to limit the number of directors shall cease automatically, prospectively only, upon the first to occur of: (i) the Shareholder, together with the Shareholder Affiliates, either (A) ceasing to beneficially own, with full voting rights, at least five percent (5%) of the Ordinary Shares then outstanding , provided that any reduction in that percentage resulting solely from the primary issuance of Ordinary Shares or other securities by the Company after the date hereof shall be disregarded for purposes of this clause (A), or (B) selling, transferring or otherwise disposing of (in one or a series of transactions), or ceasing to beneficially own with full voting rights, fifty percent (50%) or more of the aggregate number of Ordinary Shares beneficially owned by the Shareholder and the Shareholder Affiliates as of the date hereof as set forth in Part 2 of Schedule A (as adjusted for any share split, reverse share split or similar recapitalization) (clauses (A) and (B) collectively, the "Ownership Threshold"); (ii) the Shareholder or any Shareholder Affiliate committing a material breach of this Agreement which, if capable of cure, is not cured within five (5) business days after written notice from the Company specifying the breach in reasonable detail (it being agreed that any breach of Section 2(a)(iv), 2(a)(v), 2(a)(vi), 2(d), 2(h) or 2(i) shall be deemed not capable of cure); or (iii) the consummation of a Change of Control, in which case Section 1(e) shall apply. The Shareholder shall notify the Company in writing within two (2) business days after he ceases to satisfy the Ownership Threshold. If the Shareholder disputes in good faith whether a breach under paragraph (ii) has occurred or has been cured, the obligations of the Company referred to in this Section 1(d) shall continue pending determination by the competent court, without prejudice to the right of either party to seek urgent interim relief. For the avoidance of doubt: (A) cessation under this Section 1(d) shall not of itself affect the term of office of any director then serving, which shall continue in accordance with the Company's articles of association and applicable law; (B) cessation under paragraph (i) or (ii) shall not terminate, suspend or shorten any obligation of the Shareholder under Sections 2, 5 and 6 or any liability accrued prior to such cessation; and (C) the valid operation of this Section 1(d) shall not constitute a breach by the Company for the purposes of Section 2(g) or otherwise.

(e) Upon the consummation of a Change of Control, this Agreement shall terminate automatically, and neither the Company nor any successor, acquirer, surviving entity or parent entity shall have any further obligation to the Shareholder or any Shareholder Affiliate under this Agreement, without prejudice to any liability for breach accrued prior to such consummation. "Change of Control" means the consummation of (a) any transaction or series of related transactions as a result of which any person or group (other than the Shareholder or any Shareholder Affiliate) acquires beneficial ownership of more than fifty percent (50%) of the voting power of the Company; (b) any merger, consolidation, scheme of arrangement, share exchange or reorganization of the Company after which the holders of the voting securities of the Company immediately prior to such transaction hold less than a majority of the combined voting power of the surviving or resulting entity (or its ultimate parent); or (c) a sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries, taken as a whole.

2. Standstill.

(a) During the Standstill Period, the Shareholder shall not, and shall cause each Shareholder Affiliate not to, and shall not direct or permit any of his or their respective directors, officers, partners, employees or other representatives acting on his or its behalf to, in each case directly or indirectly, in any manner, and whether alone, in concert with or through any other person, do any of the following, nor direct, request, authorize, procure, finance, reimburse, coordinate with, encourage or knowingly assist any other person to do any of the following, except with the specific prior written consent of the Company given pursuant to a resolution of a majority of the directors then in office who are entitled to vote on the matter under applicable law, excluding the Designees:

(i) acquire, offer or propose to acquire, or agree to acquire, whether by purchase, tender or exchange offer, through the acquisition of ownership interests in another person, by joining a partnership, limited partnership, syndicate or other group, through swap, derivative or hedging transactions or otherwise, any securities of the Company or any rights decoupled from the underlying securities of the Company, if as a result the aggregate beneficial ownership, economic and voting interests of the Shareholder and the Shareholder Affiliates in the Ordinary Shares would exceed 24.99% of the Ordinary Shares then outstanding. For the purposes of this Section 2(a)(i), such interests shall be aggregated across all holders and all instruments, and shall include Ordinary Shares held of record or beneficially, securities convertible into or exchangeable or exercisable for Ordinary Shares, options, warrants, and any swap, derivative or other contractual arrangement conferring an economic interest in, or the right to direct the voting or disposition of, or to acquire, Ordinary Shares, in each case without double counting the same underlying Ordinary Shares, but shall exclude the indirect economic interest described in Part 2 of Schedule A (to the extent of the number of Ordinary Shares specified therein); and the number of Ordinary Shares shall be adjusted appropriately for any share split, reverse share split, consolidation, subdivision, share dividend or similar recapitalization. This Section 2(a)(i) is a contractual limitation and applies irrespective of any reporting threshold under the Exchange Act. If the aggregate interests of the Shareholder and the Shareholder Affiliates exceed 24.99% solely as a result of a reduction in the number of outstanding Ordinary Shares or another action taken by the Company to which none of them is a party, no breach of this Section 2(a)(i) shall arise and none of them shall be required to dispose of any securities by reason of that exceedance, but none of them shall make any further voluntary acquisition of any such interest for so long as the exceedance continues, and Section 2(i) shall apply to any Excess Shares;

(ii) whether or not the limitation in Section 2(a)(i) would be exceeded, initiate, propose, announce, commence, make or effect, or participate in as an offeror or co-offeror, or finance, arrange or provide financing for, facilitate or knowingly assist any other person in making or effecting, any tender offer, exchange offer, special tender offer or other offer to acquire securities of the Company, in each case irrespective of the number or proportion of securities concerned and whether made publicly or by private proposal to the Company, the Board or any shareholder; provided that nothing in this Section 2(a)(ii) shall prevent the Shareholder or any Shareholder Affiliate from tendering or refraining from tendering securities already owned by him or it into a tender or exchange offer made by an unaffiliated third party, so long as neither he nor any Shareholder Affiliate is acting as an offeror or co-offeror in, or financing, facilitating or knowingly assisting, that offer;

(iii) make, propose or submit, or finance, facilitate or knowingly assist any other person in making, proposing or submitting, any proposal for a merger, scheme of arrangement, consolidation, recapitalization, reorganization, sale of all or substantially all of the assets of the Company or other transaction that would result in a Change of Control; provided that nothing in this Section 2(a)(iii) shall restrict the Board, any committee of the Board or any director acting in his or her capacity as such from considering, negotiating, recommending or approving any transaction;

(iv) make, engage in, or in any way participate in, any solicitation of proxies, consents, voting instructions or voting authority in respect of any securities of the Company, on any subject whatsoever and whether or not relating to the election of directors, or, in connection with any such solicitation, seek to advise, encourage or influence any person with respect to the voting of any securities of the Company (other than through private communications permitted by Section 2(b)(i)), or become a participant in any contested solicitation in respect of the Company, or prepare, deliver, publish or cause to be published any position statement under Section 88 of the Israeli Companies Law, 5759-1999 (the "Companies Law") (to the extent applicable to the Company), or any similar statement addressed to shareholders, in connection with any general meeting of the Company; provided that nothing in this Section 2(a)(iv) shall prevent the Shareholder from responding to a solicitation made by the Company, or from disclosing how he intends to vote his own Ordinary Shares in private communications permitted by Section 2(b)(i), or publicly to the extent required by applicable law (including in his Schedule 13D) and limited to the content so required;

(v) seek representation on the Board (other than as expressly provided in Section 1(a)), nominate or propose for nomination any candidate for election to the Board, submit, support or solicit support for, any shareholder proposal or request to add any item to the agenda of, or to convene, any general meeting of the Company, or seek the removal of any director, in each case other than the nomination in writing of a Replacement Nominee expressly permitted by Section 1(a); provided that nothing in this Section 2(a)(v) shall restrict the Shareholder, subject to Sections 2(d) and 2(i), from voting his Ordinary Shares as he sees fit on any proposal submitted by any other person, or any communication permitted by Section 2(b)(i);

(vi) initiate, conduct, organize, finance, participate in or actively support any public campaign concerning the Company, its Board, management or strategy, including by engaging or retaining any proxy solicitor, public relations adviser, investor relations adviser or similar adviser for that purpose, funding or reimbursing any such campaign, preparing, commissioning, distributing or providing material for any such campaign, making any statement, whether attributed, unattributed or anonymous, to any press, media, social media or online forum, or communicating with any proxy advisory firm, in each case for that purpose; or make any public proposal regarding, or any public announcement that criticizes or calls for changes to, the Company's business, strategy, capital structure, financing, governance, Board or management, other than any disclosure required by applicable law and limited to the content so required; and a communication that is nominally private shall not be permitted under Section 2(b) where its purpose is to initiate, organize, coordinate or support a public campaign of the kind described in this Section 2(a)(vi);

(vii) organize, enter into or seek to enter into any agreement, arrangement or understanding with any person, whether or not a shareholder of the Company, for the purpose of pursuing or procuring any activity prohibited by this Section 2(a), or provide any person with funding, information, materials or other assistance for that purpose, or form, join or in any way participate in any "group" (within the meaning of Section 13(d)(3) of the Exchange Act and Rule 13d-5(b) thereunder) with respect to any securities of the Company, other than a group consisting solely of the Shareholder and the Shareholder Affiliates; it being understood that a third party who is not bound by this Agreement is not restricted by it, but that the Shareholder may not use, procure, fund or knowingly assist any such third party to do what he may not do himself;

(viii) publicly request, or seek to have the Company publicly consent to, any waiver, amendment or release of any provision of this Section 2, it being understood that any consent of the Company under this Section 2 must be given specifically and in writing, shall extend only to the particular act and occasion specified, and shall not constitute or imply any general, continuing or further waiver or release.

(b) Notwithstanding Section 2(a), nothing in this Agreement shall restrict: (i) private discussions and communications between the Shareholder and the Company, its management, any director or any other shareholder, including expressing views, exchanging information lawfully available for disclosure and making recommendations regarding the Company's business, strategy, financing, governance, Board composition, management and any change in the Chief Executive Officer or Chairman of the Board, provided that such discussions do not themselves constitute the solicitation, organization or coordination expressly prohibited by Section 2(a) and provided further that Sections 2(a)(i), 2(a)(ii), 2(a)(iii), 2(h) and 2(i) shall apply in full notwithstanding this paragraph; (ii) the exercise by any Designee, in his capacity as a director, of his independent judgment and of his statutory duties and functions as a director, it being agreed that no Designee is required to give, and the Shareholder shall not procure from any Designee, any undertaking as to how he will vote or act as a director, and that no Designee shall be subject to removal under this Agreement by reason of having voted independently; (iii) any disclosure required by applicable law, regulation or the rules of any securities exchange, limited to the content so required; (iv) any communication, report or disclosure to any governmental, regulatory or law enforcement authority, including any report protected under Section 21F of the Exchange Act or under Israeli law, which may be made without any requirement of prior notice to, consent of, or review by the Company or its counsel, and in respect of which no party shall take or threaten any retaliatory action; or (v) the commencement or conduct of any proceeding to enforce this Agreement, provided that, subject to any laws or regulations applicable to the Shareholder, this paragraph (v) shall not authorize any public statement or campaign that would otherwise be prohibited by Section 2(a). For the avoidance of doubt, no Designee's independent conduct shall be attributed to the Shareholder merely because the Shareholder nominated or communicated with that Designee, and nothing in this Agreement releases, waives or impairs any claim that either party may have against the other, whether arising before or after the date hereof.

(c) The Shareholder acknowledges and agrees that neither he nor any Shareholder Affiliate shall do, or seek to do, indirectly through any Designee anything that would be prohibited under this Agreement if done by him or by a Shareholder Affiliate directly. Without limiting the foregoing, neither the Shareholder nor any Shareholder Affiliate shall knowingly request or solicit from any Designee any confidential information of the Company or of the Board, otherwise than through a channel expressly authorized by the Company and permitted by applicable law. Any act prohibited by this Agreement that is performed by a Designee at the direction, request, authorization or procurement of the Shareholder or any Shareholder Affiliate shall be deemed an act of the Shareholder. Nothing in this Section 2(c) shall restrict any report or disclosure described in Section 2(b)(iv).

(d) Upon effectiveness of both Designees' appointments, and Mr. Meltzer's resignation as Chairman and Mr. Alroy's appointment as Chairman (the "Implementation"), which the parties acknowledge shall occur simultaneously with the execution and delivery of this Agreement, the Shareholder's submission dated October 31, 2026 requesting the addition of items to the agenda of the Company's shareholders' meeting scheduled for November 18, 2026 (the "November Meeting"), including each proposal, each director nomination and each supplement and related request contained in or made pursuant to it, shall automatically, irrevocably and with immediate effect be withdrawn and cancelled in its entirety, without any further action being required on the part of any person. This Section 2(d) constitutes the Shareholder's formal written notice of such withdrawal, and the Company may treat the submission as withdrawn for all purposes, omit it from the agenda and proxy materials for the November Meeting and disclose its withdrawal publicly. Thereafter, the Shareholder shall not resubmit any part of that submission, or submit any similar proposal, nomination or request, during the Standstill Period, other than a written nomination of a Replacement Nominee expressly permitted by Section 1(a). Subject to occurrence of the Implementation, and Section 2(g), at the November Meeting and any adjournment or postponement thereof, and at any other general meeting of the Company convened during the Standstill Period at which either of the following proposals (or a proposal substantially similar to either of them) is submitted to a vote, including following any cancellation and re-convening of the November Meeting, the Shareholder shall vote, and shall cause each Shareholder Affiliate to vote, all Ordinary Shares which he or it holds or over which he or it has voting authority as at the applicable record date, as adjusted for any share split, reverse share split or similar recapitalization, in favor of (i) the reverse share split proposal as submitted for the November Meeting, and (ii) a revised proposal to increase the Company's authorized share capital by 200,000,000 additional Ordinary Shares of NIS 0.01 par value each, such that the Company's total authorized share capital following such increase will be 350,000,000 Ordinary Shares of NIS 0.01 par value each, before giving effect to any reverse share split; provided that the Shareholder shall not be required to vote in favor of either such proposal if it has been amended to (A) increase the authorized share capital by more than 200,000,000 additional Ordinary Shares (or to a total authorized share capital above 350,000,000 Ordinary Shares) (in each case before giving effect to any reverse share split) or (B) change the range of reverse split ratios from that set out in the Company's proxy statement dated October 28, 2026. Subject to the foregoing, the Shareholder shall (i) support each such proposal and shall not, and shall cause each Shareholder Affiliate not to, publicly or privately oppose, or encourage or advise any person to vote against or abstain from voting on, either such proposal, (ii) deliver written voting instructions in respect of all such Ordinary Shares promptly and in any event before the applicable voting deadline, (iii) provide the Company on reasonable request with reasonable evidence of having done so (which may be redacted to omit information not relevant to the agreed votes), and (iv) shall not revoke or amend those instructions, vote or permit any Shareholder Affiliate to vote inconsistently with this Section 2(d), or transfer any Ordinary Shares or any voting authority over them for the purpose of avoiding this Section 2(d). The Company shall timely issue revised proxy materials reflecting the revised proposal before the November Meeting (or, if the November Meeting is adjourned, postponed or re-convened, the next general meeting of the shareholders), and shall include in such proxy materials an additional proposal to be voted upon, to amend the Article 49 of the Company's Articles of Association (the "**Article 49 Amendment**), in the manner set forth in Schedule B hereto. Except in respect of the matters specified in this Section 2(d), nothing in this Agreement obliges the Shareholder to vote in any particular manner on any matter.

(e) (i) For purposes of this Agreement: the terms "person" or "persons" shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability or unlimited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature; "Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended; "SEC" means the U.S. Securities and Exchange Commission; "Affiliate" has the meaning given in Rule 12b-2 under the Exchange Act; "Immediate Family Member" means the Shareholder's spouse, parents, siblings and descendants, and the spouses of any of them; and "Shareholder Affiliates" means, collectively and individually, (A) Tanir, (B) any Affiliate of the Shareholder, including any person directly or indirectly controlled by the Shareholder, (C) each Immediate Family Member, and (D) any trust, foundation or other vehicle established for the benefit of the Shareholder or any Immediate Family Member or over which any of them exercises control, but does not include the Shareholder himself, who is bound in his own right.

(ii) The Shareholder shall not act through, or direct, request, encourage, finance or knowingly assist, any Immediate Family Member to do anything that the Shareholder is prohibited from doing under this Agreement. Any Ordinary Shares or other interests beneficially owned by any Immediate Family Member shall be aggregated with those of the Shareholder for the purposes of Sections 1(d), 2(a)(i) and 2(i). The Shareholder shall procure that each Immediate Family Member who beneficially owns any securities of the Company votes them in accordance with Section 2(d).

(f) For purposes of this Agreement, the term "Standstill Period" means the period commencing upon the Implementation and ending at the later of (i) the conclusion of the 2027 Annual Meeting and (ii) 11:59 p.m. (Israel time) on the first anniversary of the date hereof, subject only to earlier cessation of the Shareholder's obligations in accordance with Section 2(g) or termination of this Agreement in accordance with Section 1(e) or Section 13.

(g) The obligations of the Shareholder under Sections 2(a), 2(c), 2(d), 2(h), 2(i), 5 and 6 are conditional upon the Company's compliance with its obligations (i) under Section 1(a) to appoint the Designees, to appoint any Replacement Nominee required thereunder (subject to Sections 1(d) and 1(e)), to appoint the Designee to the Audit Committee and the Compensation Committee as provided therein, to provide the Designees with compensation, expense reimbursement, indemnification, exculpation and insurance on the terms provided therein, and to maintain the number of directors serving at not more than eight (8) until the conclusion of the 2027 Annual Meeting, (ii) under Section 1(c) to appoint Mr. Alroy as Chairman of the Board, (iii) under Section 2(d) to issue revised proxy materials including the Article 49 Amendment, (iv) under Section 4 to provide the Shareholder with a reasonable opportunity to review and comment on its disclosure, and (v) under Sections 5 and 6 (solely in respect of statements or actions of the Company or of its executive officers acting on its behalf, and not of any director acting in his or her individual capacity) (collectively, the "Company Core Obligations"). Any action by the Company intended to circumvent any Company Core Obligation referred to in clauses (i) through (iii) above shall be treated as a breach of that obligation for the purposes of this Section 2(g). If the Company commits a material breach of any Company Core Obligation, the Shareholder may deliver written notice to the Company specifying the breach in reasonable detail (a "Breach Notice"). If the breach is capable of cure, the Company shall have five (5) business days after receipt of the Breach Notice (or, if the breach relates to a general meeting, vote or other event scheduled to occur within that period, until one (1) business day before that event) to cure it (the "Cure Period"), and a breach so cured shall be deemed not to have occurred for the purposes of this Section 2(g). If the breach is not capable of cure, or is not cured within the Cure Period, the Shareholder may, after the expiry of the Cure Period (or after receipt by the Company of the Breach Notice, in the case of a breach not capable of cure), elect that such obligations cease, whereupon they shall cease prospectively from receipt of that notice. The Shareholder may not rely on this Section 2(g) by reason of: (A) any breach caused or materially contributed to by the Shareholder, any Shareholder Affiliate or any Designee; (B) the exercise by any director of independent judgment, or any decision lawfully taken by the Board, any committee of the Board or the shareholders (other than a decision that itself constitutes a breach of a Company Core Obligation); (C) the departure of a Designee, provided that the Company complies with Section 1(a) in respect of the resulting vacancy; (D) the valid operation of Section 1(d) or 1(e); or (E) Mr. Alroy ceasing to serve as Chairman of the Board, or being unable to perform the duties of that office, for any reason following his appointment. If the parties dispute whether a material breach has occurred or has been cured, the obligations of the Parties shall continue pending determination by the competent court, without prejudice to the right of either party to seek urgent interim relief. No cessation under this Section 2(g) shall affect any liability accrued prior to it. Withdrawal of the October 31, 2026 submission does not constitute a release of any claim, and the Shareholder retains all remedies available to him under applicable law.

(h) Without limiting Section 2(a)(v), and except with the prior written approval of the Company given in the manner provided in Section 2(a), the Shareholder shall not, and shall cause each Shareholder Affiliate not to, directly or indirectly, alone or together with or through any other person, during the Standstill Period: (i) call, convene, requisition or demand, or seek to call, convene, requisition or demand, any general meeting or class meeting of the shareholders of the Company, including pursuant to Sections 63 through 65 of the Companies Law or Article 24.6 of the Company's amended and restated articles of association, or join in, sign or support any requisition or demand made by any other person for that purpose; or (ii) submit, propose or request the inclusion of, or seek to add, any item, proposal, resolution or director nomination on or to the agenda of any general meeting of the shareholders of the Company held during the Standstill Period (including the 2027 Annual Meeting), including pursuant to Section 66(b) of the Companies Law or Article 24 of the Company's amended and restated articles of association, or join in, sign or support any such submission, proposal or request made by any other person; in each case other than a written nomination of a Replacement Nominee expressly permitted by Section 1(a). The Shareholder acknowledges that this Section 2(h) constitutes a binding undertaking not to exercise, during the period specified, the rights referred to in it. Any requisition, demand, submission, proposal or request made in breach of this Section 2(h) shall be deemed withdrawn and of no force or effect as between the parties; the Company shall be entitled, to the extent permitted by applicable law, to decline to act on it; and the Company may seek urgent injunctive relief restraining it.

(i) Except with the prior written approval of the Company given in the manner provided in Section 2(a), if at any time during the Standstill Period the Shareholder and the Shareholder Affiliates, taken together, beneficially own Ordinary Shares representing more than 24.99% of the Ordinary Shares then outstanding (whether as a result of any acquisition, any reduction in the number of outstanding Ordinary Shares, any action of the Company or otherwise, and whether or not in breach of Section 2(a)(i)), the Shareholder irrevocably undertakes that, for so long as such excess continues during the Standstill Period, neither he nor any Shareholder Affiliate shall vote, or cause or permit to be voted, whether in person, by proxy, by voting deed or written ballot or otherwise, at any general meeting or class meeting of the Company, any Ordinary Shares in excess of 24.99% of the Ordinary Shares outstanding as at the record date for the relevant meeting (such excess, the "Excess Shares"). The Shareholder shall notify the Company in writing of the number of any Excess Shares not later than five (5) business days before each such meeting (or, if later, two (2) business days after the relevant record date), and shall procure that the aggregate number of votes cast by him and the Shareholder Affiliates on any matter does not exceed 24.99% of the Ordinary Shares outstanding as at that record date. If any votes are cast in respect of Excess Shares, the Shareholder agrees that such votes shall be disregarded on each matter on which they are cast, and authorizes the chairman of the relevant meeting to disregard them. Excess Shares may be counted for the purpose of determining a quorum. Compliance with this Section 2(i) shall not cure or otherwise affect any breach of Section 2(a)(i). For purposes of this Agreement, a person shall be deemed to "beneficially own" (and "beneficial ownership" and correlative terms shall be construed accordingly) any securities that such person beneficially owns within the meaning of Rule 13d-3 under the Exchange Act (disregarding the 60-day limitation in Rule 13d-3(d)(1)(i)), together with any Ordinary Shares underlying any interest of the kind described in Section 2(a)(i), in each case without double counting the same underlying Ordinary Shares.

3. **Representations of the Shareholder.** The Shareholder represents and warrants to the Company as follows: (a) the Shareholder has the full power, authority and capacity to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby, and has the power to procure compliance by each Shareholder Affiliate including Tanir, with this Agreement; (b) this Agreement has been duly and validly executed and delivered by the Shareholder, constitutes a valid and binding obligation and agreement of the Shareholder and is enforceable against the Shareholder in accordance with its terms; (c) Part 2 of Schedule A sets out, completely and accurately as of the date hereof: (i) the exact number of Ordinary Shares beneficially owned by each of the Shareholder, Tanir and each other Shareholder Affiliate, and the holder of record of each; (ii) each option, warrant, convertible security, swap, derivative or other instrument or arrangement conferring on any of them any beneficial, economic or voting interest in, or any right to acquire, Ordinary Shares, together with the number of underlying Ordinary Shares; and (iii) each voting agreement, proxy or other arrangement conferring on any of them, or on any other person in respect of any Ordinary Shares beneficially owned by any of them, the right to direct the voting or disposition of Ordinary Shares; and, other than as set out in Part 2 of Schedule A, none of the Shareholder or any Shareholder Affiliate holds, beneficially or of record, any securities of the Company or any such interest, instrument or arrangement; (d) the indirect economic interest described in Part 2 of Schedule A does not confer on the Shareholder or any Shareholder Affiliate any power to vote or to direct the voting of, or to dispose or to direct the disposition of, or any right to acquire, any Ordinary Shares; and (e) neither the Shareholder nor any Shareholder Affiliate has paid, or agreed or offered to pay, any compensation or other payment or benefit to either Designee in connection with his candidacy for or service as a director of the Company, and to the Shareholder's knowledge each Designee satisfies the Independence Conditions as of the date hereof. The Shareholder shall notify the Company in writing within two (2) business days after any change in the information set out in Part 2 of Schedule A occurring during the Standstill Period.

4. Public Announcement.

(a) The parties shall use reasonable efforts to agree a summary description of this Agreement for use in the Company's Report on Form 6-K and in any amendment to the Shareholder's Schedule 13D. Each party shall make any filing or disclosure required of it by applicable law within the applicable legal deadline, and no failure to agree the summary description shall delay or excuse any such filing. The Shareholder shall, no later than the deadline prescribed by Rule 13d-2(a) under the Exchange Act, file an amendment to his Schedule 13D that accurately describes this Agreement, revises the disclosure in Items 4 and 6 of that Schedule 13D so that it is not inconsistent with this Agreement (including by withdrawing or appropriately qualifying the statements therein regarding possible director nominations, shareholder proposals, proxy solicitation and coordination with other shareholders), files this Agreement as an exhibit pursuant to Item 7 and updates the information in Item 5 so that it is consistent with Part 2 of Schedule A (including by correcting the number of Ordinary Shares previously reported as beneficially owned), calculated by reference to the most recent number of outstanding Ordinary Shares publicly reported by the Company, and no reservation of rights previously made in Item 4 shall be construed as qualifying any obligation of the Shareholder under this Agreement; such amendment may describe the conditions to, and the circumstances of cessation of, the Shareholder's obligations. The Shareholder shall provide the Company with a reasonable opportunity, to the extent lawful and practicable in the time available, to review and comment upon the portions of that filing describing this Agreement, and shall consider any comments in good faith; the Company shall have no right to approve, withhold or delay the filing. The Company shall provide the Shareholder with the same opportunity in respect of the portions of its Report on Form 6-K and any proxy materials describing this Agreement or the Shareholder. No required disclosure shall include commentary concerning the Company, its Board, management or strategy that is not required by applicable law, and nothing in this Section shall restrict any communication described in Section 2(b)(iv).

5. Non-Disparagement.

(a) During the Standstill Period, each party agrees that it shall not, and shall cause its subsidiaries and controlled Affiliates not to, directly or indirectly, publicly, including through any media or social media, whether attributed, unattributed or anonymous, and including by providing material or information to any other person for publication, disparage or defame, or make any statement intended to damage the business, goodwill or reputation of, the other party or its respective subsidiaries, controlled Affiliates or current officers or directors. Each party's obligation under this Section 5 extends to statements made by any person authorized to speak on its behalf, and each party shall use reasonable efforts to procure compliance by its and its subsidiaries' and controlled Affiliates' respective officers, directors and legal and other advisors; nothing in this Section 5 shall restrict the exercise by any director of his or her statutory duties and functions. Nothing in this Section 5 shall restrict (i) testimony or production of information compelled by legal process or subpoena, or in response to a request from a governmental or regulatory authority with jurisdiction, in each case solely to the extent required; (ii) any disclosure that a party reasonably believes, after consultation with outside counsel, is required by applicable law, rules or regulations, limited to the content so required; (iii) communications or reports to any governmental or regulatory authority, including pursuant to Section 21F of the Exchange Act or under Israeli law, which may be made without prior notice to or consent of the other party; (iv) genuinely private discussions permitted by Section 2(b)(i); or (v) a factual and proportionate response to a specific public statement made by the other party in breach of this Section 5, limited to correcting that statement and not extending to any public campaign or other conduct prohibited by Section 2(a). Expiry of the Standstill Period shall not affect any liability accrued under this Section 5 before that expiry.

6. Miscellaneous. Each party agrees that, during the Standstill Period, it shall not, and shall cause its controlled entities and representatives acting on its behalf not to, directly or indirectly, take any action intended to circumvent or nullify any of its obligations under this Agreement; provided, however, that nothing in this provision shall restrict any director, acting in his or her capacity as a director, from acting in accordance with applicable fiduciary duties, and provided further that this proviso shall not excuse the Shareholder, in his capacity as a shareholder, or the Company, from any obligation under this Agreement. Each party may seek specific performance, interim or injunctive relief or any other remedy available under applicable law in respect of any actual or threatened breach of this Agreement. Furthermore, each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the competent courts in Tel Aviv-Jaffa, Israel, which shall have exclusive jurisdiction in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (ii) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than such competent courts in Tel Aviv-Jaffa, Israel, which shall have exclusive jurisdiction, and (iv) each of the parties irrevocably consents to service of process by a reputable overnight mail delivery service, signature requested, to the address set forth in Section 8 hereof or as otherwise provided by applicable law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF ISRAEL APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE WITHOUT GIVING EFFECT TO ANY CONFLICT OR CHOICE OF LAW PRINCIPLES THAT MAY RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

7. Entire Agreement; Amendment. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior and contemporaneous agreements, memoranda, arrangements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof. This Agreement may be amended only by an agreement in writing executed by the parties hereto, and no waiver of compliance with any provision or condition of this Agreement and no consent provided for in this Agreement shall be effective unless evidenced by a written instrument executed by the party against whom such waiver or consent is to be effective. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

8. Notices. All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing and shall be deemed validly given, made or served, when actually received during normal business hours at the address specified in this subsection:

if to the Company:

Nano-X Imaging Ltd.
Ofer Tech Park
94 Shlomo Shmeltzer Road
Petach Tikva 4970602
Israel
Attention: General Counsel Email: marina.gf@nanox.vision (Attention: Marina Gofman Feler, General Counsel)

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

Meitar | Law Offices
1 Ariel Sharon St.
Givatayim 5320046, Israel

Attention: Elad Ziv
Email: eladz@meitar.com

if to the Shareholder: Moshe Moalem 8 Herzl Rosenblum Street Tel Aviv 6937952, Israel Email: moshemoa@gmail.com

With a copy (which shall not constitute notice) to: Arnon, Tadmor-Levy Attention: Adrian Daniels Email: Adrian@ArnonTL.com

A notice sent by email shall be deemed validly given when sent, if sent during normal business hours on a business day (and otherwise at the start of the next business day), unless the sender receives any notification of non-delivery.

9. Severability. If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon the legality or enforceability of any other provision of this Agreement.

10. Counterparts. This Agreement may be executed in two or more counterparts either manually or by electronic or digital signature (including by email transmission), each of which shall be deemed to be an original and all of which together shall constitute a single binding agreement on the parties, notwithstanding that not all parties are signatories to the same counterpart.

11. No Third Party Beneficiaries; Assignment. This Agreement is solely for the benefit of the parties hereto and is not binding upon or enforceable by any other persons. No party to this Agreement may assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise, and any assignment in contravention hereof shall be null and void. Nothing in this Agreement, whether express or implied, is intended to or shall confer any rights, benefits or remedies under or by reason of this Agreement on any persons other than the parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party. Without derogating from the foregoing, the Company may in any event enforce Section 5 on behalf of the persons protected by Section 5 who are not parties to this Agreement. Subject to Sections 1(e) and 2(g), the restrictions on the Shareholder under Sections 2, 5 and 6 shall continue to bind him for the duration specified in this Agreement notwithstanding any reduction in his holdings below the Ownership Threshold or the departure of either or both Designees. No purported assignment, delegation, transfer of securities or interposition of any successor entity by the Shareholder shall operate to avoid any obligation under this Agreement. A successor to all or substantially all of the business of the Company may assume the rights and obligations of the Company under this Agreement, and no such assumption shall release either party from any liability accrued prior to it; provided that, upon a Change of Control, Section 1(e) shall apply and no successor shall have any obligation to the Shareholder hereunder.

12. Interpretation and Construction. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement, unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" and "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "will" shall be construed to have the same meaning as the word "shall." The words "date hereof" will refer to the date of this Agreement. The word "or" is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument, law, rule or statute defined or referred to herein means, unless otherwise indicated, such agreement, instrument, law, rule or statute as from time to time amended, modified or supplemented. Each of the parties hereto acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed the same with the advice of said independent counsel. Each party cooperated and participated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto exchanged among the parties shall be deemed the work product of all of the parties and may not be construed against any party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any party that drafted or prepared it is of no application and is hereby expressly waived by each of the parties hereto, and any controversy over interpretations of this Agreement shall be decided without regards to events of drafting or preparation. "business day" means any day other than a Friday, Saturday or Sunday or a day on which commercial banks in Tel Aviv, Israel or New York, New York are authorized or required by law to close.

13. Term. (a) This Agreement shall terminate at the end of the Standstill Period, except that, subject to Sections 1(d) and 1(e), the replacement rights in Section 1(a) survive for each seat through its original class term without extending or reviving the standstill or voting obligations. Subject to Sections 1(d) and 1(e), the cessation of the Shareholder's obligations in accordance with Section 2(g) shall not terminate this Agreement or relieve the Company of its obligations. Sections 6 through 12, 14 and 15 and this Section 13 survive to the extent applicable after termination. Termination does not affect accrued liability.

(b) This Agreement shall become effective and binding upon each party, and upon Tanir pursuant to Annex B, simultaneously upon its execution and delivery (upon release from escrow following approval by the Board and occurrence of the Implementation on the date hereof), and the obligations of the Shareholder and each Shareholder Affiliate shall apply with immediate effect from that time.

14. Expenses. Each party shall bear its own costs and expenses (including legal, advisory, filing and solicitation fees) incurred in connection with this Agreement and the matters giving rise to it, including the letter of the Shareholder's counsel dated October 29, 2026, the Shareholder's submission dated October 31, 2026 and the Shareholder's Schedule 13D and any amendment thereto, and the Company shall have no obligation to reimburse the Shareholder or any Shareholder Affiliate for any such costs or expenses.

15. Securities Law Matters. (a) The Shareholder acknowledges that he is aware, and shall advise each Shareholder Affiliate and each of his representatives who is informed of the matters that are the subject of this Agreement, that the United States securities laws and other applicable securities laws prohibit any person who has material non-public information concerning an issuer from purchasing or selling securities of that issuer, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities; and nothing in this Agreement, including Section 2(b)(i), entitles the Shareholder or any Shareholder Affiliate to receive any material non-public information concerning the Company. (b) The Shareholder shall comply, and shall cause each Shareholder Affiliate to comply, with Section 13(d) of the Exchange Act and the rules and regulations thereunder in respect of the securities of the Company. (c) Nothing in this Agreement shall be deemed to constitute the Company, on the one hand, and the Shareholder or any Shareholder Affiliate, on the other hand, or the Shareholder and any Designee, members of a "group" for purposes of Section 13(d)(3) of the Exchange Act or Rule 13d-5(b) thereunder. (d) The Shareholder acknowledges that the Company may file or furnish this Agreement with or to the SEC, including as an exhibit to a Report on Form 6-K or an annual report on Form 20-F, and may describe it in any proxy materials or other public disclosure of the Company, in each case consistently with Section 4.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or caused the same to be executed by its duly authorized representative as of the date first above written.

[SIGNATURES PAGE FOLLOWS]

NANO-X IMAGING LTD.
/s/ Erez Meltzer

MOSHE MOALEM
/s/ Moshe Moalem

SCHEDULE A

Securities and Arrangements of the Shareholder

Part 1 - Interests last reported by the Shareholder

As reported in the Schedule 13D filed by the Shareholder with the Securities and Exchange Commission on October 29, 2026: The historical figures below record the filing as made. Current holdings and any correction are set out separately in Part 2.

(a) Moshe Moalem, held directly: 5,678,682 Ordinary Shares.

(b) Tanir Corporation (British Virgin Islands), wholly owned and controlled by Moshe Moalem: 996,731 Ordinary Shares.

(c) Aggregate: 6,675,413 Ordinary Shares, reported as approximately 8.49% of the Ordinary Shares outstanding, calculated on 78,609,485 Ordinary Shares stated to be outstanding as of August 17, 2026.

Part 2 - **Holdings and Arrangements as at the Date of this Agreement**

The figures below are stated as at the date of this Agreement and are not subject to any qualification. Bracketed figures are to be confirmed by the Shareholder and inserted as exact figures prior to execution.

Ordinary Shares beneficially owned and held directly by the Shareholder (holder of record: 5,560,426)

Ordinary Shares held by Tanir Corporation (holder of record: 996,731.

Ordinary Shares held by any other Shareholder Affiliate (including any Immediate Family Member) (specify holder): None.

Options, warrants, convertible securities and derivative instruments conferring any beneficial, economic or voting interest in Ordinary Shares or any right to acquire Ordinary Shares (specify holder, instrument, underlying number of Ordinary Shares and expiry): None.

Voting agreements, proxies and other arrangements conferring the right to direct the voting or disposition of Ordinary Shares (specify counterparty and number of Ordinary Shares): None.

Indirect economic interest: The Shareholder holds an indirect economic interest, through full legal name of Profiscope entity, corresponding to approximately 118,256 Ordinary Shares, which were not included in the Shareholder's Schedule 13D filed on October 29, 2026. Such interest confers on the Shareholder and the Shareholder Affiliates no power to vote or to direct the voting of, no power to dispose or to direct the disposition of, and no right to acquire, any Ordinary Shares.

Aggregate Rule 13d-3 beneficial ownership, without double counting: 6,557,157 Ordinary Shares, representing approximately 8.33% based on 78,747,008 Ordinary Shares outstanding as of October 28, 2026.

Other than as set out in this Part 2, none of the Shareholder or any Shareholder Affiliate holds, beneficially or of record, any securities of the Company or any interest, instrument or arrangement of the kind described in Section 3(c).

ANNEX B

Joinder of Tanir Corporation

Reference is made to the Board Nomination Agreement dated as of November 11, 2026 between Moshe Moalem and Nano-X Imaging Ltd. (the "Agreement"). Capitalized terms used but not defined in this Joinder have the meanings given to them in the Agreement.

The undersigned, Tanir Corporation, a company incorporated under the laws of the British Virgin Islands with company number 138563 and registered office at Pasea Estate, Road Town, Tortola, British Virgin Islands, being wholly owned and controlled by Moshe Moalem, hereby:

(a) acknowledges that it is a Shareholder Affiliate for the purposes of the Agreement;

(b) agrees to comply with Sections 2 and 5 solely to the extent applicable to Tanir as a Shareholder Affiliate, with effect from the execution of the Agreement and subject to the same conditions, exceptions and cessation provisions as apply to the Shareholder, including the voting undertaking in Section 2(d);

(c) represents that it has authority to execute and perform this Joinder and that the information set out in Part 2 of Schedule A in respect of its holdings and arrangements is complete and accurate as of the date hereof;

(d) agrees that it shall not transfer any Ordinary Shares, or any voting authority over them, for the purpose of avoiding any obligation under the Agreement; and

(e) acknowledges that the Company may enforce this Joinder directly against Tanir, subject to its terms.

This Joinder shall be governed by the laws of the State of Israel, and the competent courts in Tel Aviv-Jaffa shall have exclusive jurisdiction in respect of it.

TANIR CORPORATION

By: /s/ Moshe Moalem

Name: Moshe Moalem Title: Director Date: 11.11.26

SCHEDULE A

ARTICLE 49 AMENDMENT

Proposed amendment

Article 49 of the Articles shall be deleted in its entirety and replaced with the following:

49. Chairman of the Board of Directors

49.1. Election of Chairman. Subject to Article 49.2 and applicable law, the Board of Directors may, by a decision taken by a majority of the Directors, elect one of its members to serve as Chairman of the Board of Directors.

49.2. Removal or replacement of a serving Chairman. Subject to any mandatory provision of applicable law, any resolution of the Board of Directors to remove a serving Chairman from that office, to terminate his or her service in that office, or to elect another Director in his or her place while he or she continues to hold that office shall require the affirmative votes of at least two-thirds of the Directors then in office who are legally entitled to vote on that resolution.

This requirement applies whether the removal or replacement is proposed as a standalone resolution, as part of a resolution electing a successor, or as the first step in a series of resolutions or actions to effect the replacement. The Board of Directors shall not effect a removal or replacement by designating another Director as acting or interim Chairman in circumstances that would otherwise fall within this Article 49.2. The selection of a Director solely to preside at an individual meeting under Article 49.5 is governed by that Article.

49.3. Calculation of required votes. For purposes of Article 49.2, the required number of affirmative votes shall be calculated by multiplying the number of Directors then in office who are legally entitled to vote on the resolution by two-thirds. If the result is a fraction of a Director, it shall be rounded up to the next whole number. A Director who is legally entitled to vote shall be included in that calculation even if absent, abstaining or otherwise not voting. A vacant seat and a Director who is legally disqualified from voting on the resolution shall be excluded from the calculation. The meeting and vote shall otherwise be subject to the applicable notice, quorum and procedural requirements of these Articles and applicable law.

49.4. Vacancies. Article 49.2 does not apply to the election of a Chairman to fill a vacancy arising from the former Chairman's voluntary resignation, death, cessation of office as a Director by operation of law, or other cessation of service independent of a decision or action by the Board of Directors to remove or replace that Chairman. An election to fill such a vacancy shall be governed by Article 49.1. If the Board of Directors has validly removed a Chairman under Article 49.2 and has not elected a successor as part of the same resolution, the election to fill the resulting vacancy shall also be governed by Article 49.1.

49.5. Chairing meetings and voting. The Chairman of the Board of Directors shall preside at every meeting of the Board of Directors. If there is no Chairman, or if the Chairman is not present within fifteen (15) minutes of the time fixed for the meeting, or is unable or unwilling to take the chair, the Directors present shall choose one of their number to chair that meeting. The office of Chairman of the Board of Directors shall not entitle its holder to a second or casting vote.

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Exhibit 99.3

Erez Meltzer

11 November 2026

Personal and confidential

Mr. Moshe Moalem

8 Herzl Rosenblum Street

Tel Aviv 6937952, Israel

Dear Mr. Moalem,

Re: Nano-X Imaging Ltd. – Undertaking regarding alternate directors

1. I write in my personal capacity as a director of Nano-X Imaging Ltd. (the "**Company**"). This letter is given to you in your capacity as a shareholder of the Company, in connection with the Board Nomination Agreement between you and the Company dated November 11, 2026 (the "**Agreement**").

2. I undertake that, during the Standstill Period (as defined in the Agreement), I will not appoint, or exercise any right I may have to appoint, an alternate director to act in my place at any meeting or discussion of the Board of Directors of the Company, or of any committee of the Board, on a matter in which I have a personal interest that prevents me from participating under the Israeli Companies Law, 5759-1999. This applies whether the right arises under the Company's articles of association, a resolution of the Board, a power of attorney or any other instrument. It includes any matter relating to my employment or engagement with the Company.

3. Nothing in this letter limits my rights or duties as a director or as Chief Executive Officer of the Company on any other matter, or my right to appoint an alternate director on any other matter.

4. This letter is a personal undertaking only. It does not bind the Company, and it does not form part of the Agreement or a condition to it. It is governed by the laws of the State of Israel, and the competent courts in Tel Aviv-Jaffa have exclusive jurisdiction over it.

Yours sincerely,

/s/ Erez Meltzer
Erez Meltzer