

---

---

**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON D.C. 20549

---

**SCHEDULE 13D**

**UNDER THE SECURITIES EXCHANGE ACT OF 1934**  
**(Amendment No. 2)\***

---

**MediWound Ltd.**

(Name of Issuer)

**Ordinary Shares, Per Value NIS 0.01 per share**  
(Title of class of securities)

**M68830104**  
(CUSIP number)

**Alejandro Moreno**  
**Langhorne S. Perrow**  
c/o Access Industries, Inc.  
40 West 57th Street, 28th Floor  
New York, New York 10019  
(212) 247-6400

*with copies to:*

**Nicholas P. Pellicani**  
**Debevoise & Plimpton LLP**  
919 Third Avenue  
New York, New York 10022  
(212) 909-6000

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

**September 20, 2022**  
(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 which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13(d)-1(e), 13d-1(f) or 13d-1(g), check the following box .

(Continued on following pages)

---

---

1	NAME OF REPORTING PERSON:  Access Industries Holdings LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS:  AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION:  State of Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER:  0
	8	SHARED VOTING POWER:  10,986,389
	9	SOLE DISPOSITIVE POWER:  0
	10	SHARED DISPOSITIVE POWER:  10,986,389
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON:  10,986,389	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):  26.92%*	
14	TYPE OF REPORTING PERSON:  OO (Limited Liability Company)	

\* All percentages of ownership of the Ordinary Shares by Reporting Persons presented in this Schedule 13D are based on an aggregate of 40,718,920 Ordinary Shares issued and outstanding (on an as adjusted basis to give effect to the issuance of 7,575,513 Ordinary Shares in the Issuer's registered direct offering through the prospectus supplement dated as of, and filed with the Securities and Exchange Commission (the "SEC") on, September 22, 2022 (the "Prospectus Supplement"), and the accompanying prospectus dated June 3, 2022), as disclosed in the Prospectus Supplement.

1	NAME OF REPORTING PERSON:  Access Industries, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS:  AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION:  State of Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER:  0
	8	SHARED VOTING POWER:  10,986,389
	9	SOLE DISPOSITIVE POWER:  0
	10	SHARED DISPOSITIVE POWER:  10,986,389
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON:  10,986,389	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):  26.92%*	
14	TYPE OF REPORTING PERSON:  OO (Limited Liability Company)	

\* All percentages of ownership of the Ordinary Shares by Reporting Persons presented in this Schedule 13D are based on an aggregate of 40,718,920 Ordinary Shares issued and outstanding (on an as adjusted basis to give effect to the issuance of 7,575,513 Ordinary Shares in the Issuer's registered direct offering through the Prospectus Supplement, and the accompanying prospectus dated June 3, 2022), as disclosed in the Prospectus Supplement.

1	NAME OF REPORTING PERSON:  Access Industries Management, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS:  AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION:  State of Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER:  0
	8	SHARED VOTING POWER:  10,986,389
	9	SOLE DISPOSITIVE POWER:  0
	10	SHARED DISPOSITIVE POWER:  10,986,389
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON:  10,986,389	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):  26.92%*	
14	TYPE OF REPORTING PERSON:  OO (Limited Liability Company)	

\* All percentages of ownership of the Ordinary Shares by Reporting Persons presented in this Schedule 13D are based on an aggregate of 40,718,920 Ordinary Shares issued and outstanding (on an as adjusted basis to give effect to the issuance of 7,575,513 Ordinary Shares in the Issuer's registered direct offering through the Prospectus Supplement, and the accompanying prospectus dated June 3, 2022), as disclosed in the Prospectus Supplement.

1	NAME OF REPORTING PERSON:  Clal Industries Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS:  AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION:  Israel	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER:  0
	8	SHARED VOTING POWER:  10,986,389
	9	SOLE DISPOSITIVE POWER:  0
	10	SHARED DISPOSITIVE POWER:  10,986,389
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON:  10,986,389	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):  26.92%*	
14	TYPE OF REPORTING PERSON:  CO	

\* All percentages of ownership of the Ordinary Shares by Reporting Persons presented in this Schedule 13D are based on an aggregate of 40,718,920 Ordinary Shares issued and outstanding (on an as adjusted basis to give effect to the issuance of 7,575,513 Ordinary Shares in the Issuer's registered direct offering through the Prospectus Supplement, and the accompanying prospectus dated June 3, 2022), as disclosed in the Prospectus Supplement.

1	NAME OF REPORTING PERSON:  Clal Biotechnology Industries Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS:  WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION:  Israel	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER:  2,777,416
	8	SHARED VOTING POWER:  8,208,973
	9	SOLE DISPOSITIVE POWER:  2,777,416
	10	SHARED DISPOSITIVE POWER:  8,208,973
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON:  10,986,389	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):  26.92%*	
14	TYPE OF REPORTING PERSON:  CO	

\* All percentages of ownership of the Ordinary Shares by Reporting Persons presented in this Schedule 13D are based on an aggregate of 40,718,920 Ordinary Shares issued and outstanding (on an as adjusted basis to give effect to the issuance of 7,575,513 Ordinary Shares in the Issuer's registered direct offering through the Prospectus Supplement, and the accompanying prospectus dated June 3, 2022), as disclosed in the Prospectus Supplement.

1	NAME OF REPORTING PERSON:  Clal Life Sciences L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS:  WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION:  Israel	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER:  0
	8	SHARED VOTING POWER:  8,208,973
	9	SOLE DISPOSITIVE POWER:  0
	10	SHARED DISPOSITIVE POWER:  8,208,973
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON:  8,208,973	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:  <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):  20.16%*	
14	TYPE OF REPORTING PERSON:  PN	

\* All percentages of ownership of the Ordinary Shares by Reporting Persons presented in this Schedule 13D are based on an aggregate of 40,718,920 Ordinary Shares issued and outstanding (on an as adjusted basis to give effect to the issuance of 7,575,513 Ordinary Shares in the Issuer's registered direct offering through the Prospectus Supplement, and the accompanying prospectus dated June 3, 2022), as disclosed in the Prospectus Supplement.

1	NAME OF REPORTING PERSON:  Len Blavatnik	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS:  AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION:  United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER:  0
	8	SHARED VOTING POWER:  10,986,389
	9	SOLE DISPOSITIVE POWER:  0
	10	SHARED DISPOSITIVE POWER:  10,986,389
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON:  10,986,389	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):  26.92%*	
14	TYPE OF REPORTING PERSON:  IN	

\* All percentages of ownership of the Ordinary Shares by Reporting Persons presented in this Schedule 13D are based on an aggregate of 40,718,920 Ordinary Shares issued and outstanding (on an as adjusted basis to give effect to the issuance of 7,575,513 Ordinary Shares in the Issuer's registered direct offering through the Prospectus Supplement, and the accompanying prospectus dated June 3, 2022), as disclosed in the Prospectus Supplement.



This Amendment No. 2 to Schedule 13D is being filed by Access Industries Holdings LLC (“AIH”), Access Industries, LLC (“Access LLC”), Access Industries Management, LLC (“AIM”), Clal Industries Ltd. (“Clal Industries”), Clal Biotechnology Industries Ltd. (“CBI”), Clal Life Sciences L.P. (“CLS”) and Len Blavatnik (collectively, the “Reporting Persons” and each, a “Reporting Person”) in respect of MediWound Ltd. (the “Issuer”). The agreement among the Reporting Persons relating to the joint filing of this Schedule 13D is attached as an exhibit hereto.

The Schedule 13D filed by the Reporting Persons with the Securities and Exchange Commission (the “SEC”) on March 17, 2022, as amended on July 1, 2022 (the “Schedule”), is hereby amended and supplemented by the Reporting Persons as set forth below in this Amendment No. 2. This amendment is filed by the Reporting Persons in accordance with Rule 13d-2 of the Securities Exchange Act of 1934, as amended, and refers only to information that has materially changed since the filing of the Schedule. The items identified below, or the particular paragraphs of such items which are identified below, are amended as set forth below. Unless otherwise indicated, all capitalized terms used and not defined herein have the respective meanings assigned to them in the Schedule.

**Item 3. Source and Amount of Funds or Other Consideration.**

Item 3 is hereby supplemented by adding the following at the end thereof:

The information in the first paragraph of Item 5(c) is incorporated by reference herein.

**Item 4. Purpose of Transaction.**

Item 4 is hereby supplemented by adding the following at the end thereof:

The information in Item 6 is incorporated by reference herein.

**Item 5. Interest in Securities of the Issuer.**

Item 5 is amended in relevant parts as follows:

(a) and (b) The responses of each of the Reporting Persons with respect to Rows 11, 12, and 13 of the cover pages of this Schedule 13D that relate to the aggregate number and percentage of ordinary shares, par value NIS 0.01 per share (the “Ordinary Shares”) (including but not limited to footnotes to such information) are incorporated herein by reference.

The responses of each of the Reporting Persons with respect to Rows 7, 8, 9, and 10 of the cover pages of this Schedule 13D that relate to the number of Ordinary Shares as to which each of the persons or entities referenced in Item 2 above has sole or shared power to vote or to direct the vote of and sole or shared power to dispose of or to direct the disposition of (including but not limited to footnotes to such information) are incorporated herein by reference.

CBI owns directly (i) 2,688,250 Ordinary Shares, (ii) 200,000 Ordinary Shares issuable upon exercise of options exercisable for \$1.75 per share, which expire on June 29, 2025 (of which 66,666 options are vested) and (iii) 22,500 Ordinary Shares issuable upon exercise of options exercisable for \$5.36 per share, which expire on June 15, 2026; and may be deemed to share voting and investment power over the 8,208,973 Ordinary Shares owned directly by CLS, the general partner of which, Clal Application Center Ltd., is wholly owned by CBI. CBI is a publicly traded company traded on the Tel Aviv Stock Exchange.

Each of AIH, Access LLC, AIM, Clal Industries and Mr. Blavatnik may be deemed to share voting and investment power over the Ordinary Shares owned directly by CBI and CLS because (i) Len Blavatnik controls AIM, AIH, Access LLC and AI International GP Limited (the general partner of AI SMS, as defined below), (ii) AIM controls Access LLC and AIH, (iii) Access LLC controls a majority of the outstanding voting interests in AIH, (iv) AIH owns a majority of the equity of AI SMS L.P. (“AI SMS”), (v) AI SMS controls AI Diversified Holdings Ltd. (“Holdings Limited”), (vi) Holdings Limited owns AI Diversified Parent S.à r.l., which owns AI Diversified Holdings S.à r.l., which owns Access AI Ltd (“Access AI”), (vii) Access AI wholly owns Clal Industries, (viii) Clal Industries is the controlling shareholder of CBI, and (ix) CBI is the sole shareholder of Clal Application Center Ltd.

The Reporting Persons, other than CBI and CLS, and each of their affiliated entities and the officers, partners, members and managers thereof, disclaims beneficial ownership of these securities.

(c) On September 3, 2022, CBI received 5,585 Ordinary Shares as a result of the cashless exercise of 66,667 vested options.

On September 3, 2022, CBI received 3,750 Ordinary Shares as a result of the exchange of 3,750 restricted stock units.

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

Item 6 is hereby supplemented by adding the following at the end thereof:

***Piggy-back Rights Waiver***

In connection with the Issuer’s private placement of warrants to certain investors on September 22, 2022 (the “Private Placement”), and the Issuer’s registered offering of Ordinary Shares (the “Registered Direct” and, together with the Private Placement, the “Offerings”), on September 20, 2022, the Issuer and certain of its shareholders, including CBI and CLS, entered into a piggy-back rights waiver (the “Piggy-back Rights Waiver”). Under the Piggy-back Rights Waiver, CBI and CLS agreed to waive (i) any and all rights to notice under the Registration Rights Agreement with respect to the Offerings and (ii) the piggy-back registration rights and all other related or similar rights under the Registration Rights Agreement with respect to the Offerings, including any and all rights to request the inclusion of any number of registrable Ordinary Shares in such Offerings or in any prospectus supplement to the Issuer’s registration statement on Form F-3 declared effective by the SEC on June 3, 2022 and relating to the Registered Direct or in the registration statement relating to the Private Placement. Notwithstanding Section 4 of the Registration Rights Agreement, CBI and CLS consented to the grant of registration rights in connection with the Private Placement. The Piggy-back Rights Waiver will expire and will be of no further force and effect if the preliminary or final prospectus supplement relating to the Registered Direct and a registration statement relating to the Private Placement are not filed with the SEC by December 31, 2022.

The foregoing description of the Piggy-back Rights Waiver does not purport to be complete and is qualified in its entirety by reference to the Piggy-back Rights Waiver, which is filed as an exhibit and incorporated herein by reference.

## **Shareholder Support Agreement**

In connection with the Private Placement, on September 21, 2022, CBI and CLS entered into the shareholder support agreement with the Issuer (the “Shareholder Support Agreement”). Under the Shareholder Support Agreement, each of CBI and CLS irrevocably agreed to (i) vote all equity securities of the Issuer owned by each of them (all such equity securities, the “Covered Shares”) in favor of an amendment of the Issuer’s articles of association to increase the number of the Issuer’s authorized Ordinary Shares (the “Amendment”) and each other proposal related to obtaining the approval of the Amendment by the requisite majority of the shareholders of the Issuer (the “Authorized Share Approval”), (ii) appear at the respective meeting of the Issuer’s shareholders or otherwise cause the Covered Shares to be counted as present thereat for the purpose of establishing a quorum, (iii) vote (or execute and return an action by written consent), or cause to be voted at such meeting, or validly execute and return and cause such consent to be granted with respect to, all of the Covered Shares against any action that would reasonably be expected to impede, interfere with, delay, postpone or adversely affect obtaining the Authorized Share Approval and (iv) not transfer any securities of the Issuer for a period of time set forth in the Shareholder Support Agreement.

The foregoing description of the Shareholder Support Agreement does not purport to be complete and is qualified in its entirety by reference to the Shareholder Support Agreement, which is filed as an exhibit and incorporated herein by reference.

### **Item 7. Material to be Filed as Exhibits.**

<b>Exhibit</b>	<b>Description</b>
99.1	Piggy-back Rights Waiver, dated as of September 20, 2022, by and among the Issuer, CBI, CLS and the other parties thereto.
99.2	Shareholder Support Agreement, dated as of September 21, 2022, by and among the Issuer, CBI and CLS.
99.3	Joint Filing Agreement, dated as of September 26, 2022.

**Signatures**

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.

Dated: September 26, 2022

**ACCESS INDUSTRIES HOLDINGS LLC**

**By: Access Industries Management, LLC, its Manager**

**/s/ Alejandro Moreno**

**Name: Alejandro Moreno**

**Title: Executive Vice President**

**ACCESS INDUSTRIES MANAGEMENT, LLC**

**/s/ Alejandro Moreno**

**Name: Alejandro Moreno**

**Title: Executive Vice President**

**ACCESS INDUSTRIES, LLC**

**By: Access Industries Management, LLC, its Manager**

**/s/ Alejandro Moreno**

**Name: Alejandro Moreno**

**Title: Executive Vice President**

**CLAL INDUSTRIES LTD.**

**/s/ Yehuda Ben Ezra**

**Name: Yehuda Ben Ezra**

**Title: VP Comptroller**

**/s/ Nufar Malovani**

**Name: Nufar Malovani**

**Title: VP General Counsel & Corporate Secretary**

**CLAL BIOTECHNOLOGY INDUSTRIES LTD.**

**/s/ Assaf Segal**

**Name: Assaf Segal**

**Title: Acting CEO & CFO**

**/s/ Shiran Manor**

**Name: Shiran Manor**

**Title: General Counsel & Corporate Secretary**

**/s/ Assaf Segal**

**Name: Assaf Segal**

**Title: Director**

**/s/ Liat Nissan**

**Name: Liat Nissan**

**Title: Director**

**\***

**Name: Len Blavatnik**

\* The undersigned, by signing his name hereto, executes this Schedule 13D pursuant to the Power of Attorney executed on behalf of Mr. Blavatnik and filed herewith.

**By: /s/ Alejandro Moreno**

**Name: Alejandro Moreno**

**Title: Attorney-in-Fact**

## MEDIWOUND LTD.

## PIGGY-BACK RIGHTS WAIVER

Reference is made to the Amended & Restated Registration Rights Agreement (the “*A&R Registration Rights Agreement*”), dated as of April 6, 2021, by and among MediWound Ltd. (the “*Company*”) and the shareholders of the Company listed on Schedule A thereto (the “*Shareholders*”). All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the A&R Registration Rights Agreement.

**WHEREAS**, the Company has filed with the Securities and Exchange Commission (the “*Commission*”) under the Securities Act of 1933, as amended (the “*Securities Act*”), a Registration Statement on Form F-3 covering the offer, issuance and sale of \$125,000,000 in the aggregate of securities by the Company, and the resale of 12,738,460 of the Company’s ordinary shares, par value NIS 0.01 per share, by certain selling shareholders (as so filed and as amended, the “*Registration Statement*”), which Registration Statement was declared effective by the Commission on June 3, 2022;

**WHEREAS**, pursuant to the Registration Statement, the Company intends to file a prospectus supplement to the Registration Statement with the Commission in connection with a registered direct offering with terms based upon the market conditions at the time of the offering (the “*RD Offering*”);

**WHEREAS**, the Company intends to enter into a registration rights agreement in connection with a private placement of its warrants to purchase ordinary shares and pursuant thereto to register the resale of such ordinary shares with the Commission on a registration statement under the Securities Act (the “*PIPE Offering*” and, together with the RD Offering, the “*Offerings*”);

**WHEREAS**, the Shareholders may be entitled to certain rights in connection with the proposed Offerings as set forth in the A&R Registration Rights Agreement, including without limitation, the rights related to a Piggy-Back Underwritten Offering, set forth in Section 2.2 thereof (the “*Piggy-Back Rights*”) and rights relating to subsequent registration rights set forth in Section 4 thereof; and **WHEREAS**, the Company and the undersigned Shareholders, constituting Shareholders holding a majority of the Shares held by Shareholders, desire to waive the Piggy-Back Rights and the other rights provided herein with respect to the proposed Offerings.

**NOW, THEREFORE**, it is hereby agreed as follows:

**1. WAIVER OF NOTICE.**

The Shareholders hereby waive any and all rights to notice under the A&R Registration Rights Agreement with respect to the proposed Offerings.

**2. WAIVER OF PIGGY-BACK RIGHTS.**

The Shareholders hereby waive the Piggy-Back Rights and all other related or similar rights under the A&R Registration Rights Agreement with respect to the proposed Offerings, including any and all rights to request the inclusion of any number of Registrable Securities in such proposed Offerings or in any prospectus supplement to the Registration Statement relating to the proposed RD Offering or in the registration statement relating to the proposed PIPE Offering.

**3. CONSENT TO REGISTRATION RIGHTS.**

Notwithstanding Section 4 of the A&R Registration Rights Agreement, the Shareholders hereby consent to the grant of registration rights in connection with the proposed PIPE Offering.

**4. MISCELLANEOUS.**

This Piggy-Back Rights Waiver will expire and will be of no further force and effect if the preliminary or final prospectus supplement relating to the proposed RD Offering and a registration statement relating to the proposed PIPE Offering are not filed with the Commission by December 31, 2022.

Except to the extent specifically waived hereunder, the provisions of the A&R Registration Rights Agreement and the rights granted thereunder shall not be amended, modified, impaired or otherwise affected hereby.

This Piggy-Back Rights Waiver may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute the same Piggy-Back Rights Waiver. This Piggy-Back Rights Waiver is being signed by each of the undersigned with respect to all Shares held by such Shareholder, as a Shareholder and for all other purposes. This Piggy-Back Rights Waiver is irrevocable and shall be effective with respect to all Shareholders and all affiliates, successors, heirs, personal representatives and assigns thereof. This Piggy-Back Rights Waiver shall be governed by and construed in accordance with the internal laws of the State of Israel without reference to its principles of conflict of laws that would result in the application of the laws of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and each undersigned Shareholder have executed this Piggy-Back Rights Waiver as of the dates set forth below.

**COMPANY:**

MEDIWOUND LTD.

By: /s/ Ofer Gonen  
Name: Ofer Gonen  
Title: CEO  
Date: September 20, 2022

/s/ Boaz Gur-Lavie  
Boaz Gur-Lavie  
CFO

*[Signature Page to MediWound Ltd. Piggy-Back Rights Waiver]*



IN WITNESS WHEREOF, the Company and each undersigned Shareholder have executed this Piggy-Back Rights Waiver as of the dates set forth below.

CLAL LIFE SCIENCES LP

By:	<u>/s/ Assaf Segal</u>	<u>/s/ Liat Nissan</u>
Name:	Assaf Segal	Liat Nissan
Title:	Director	Director
Date:	September 20, 2022	

CLAL BIOTECHNOLOGY INDUSTRIES LTD.

By:	<u>/s/ Assaf Segal</u>	<u>/s/ Liat Nissan</u>
Name:	Assaf Segal	Liat Nissan
Title:	CEO	Controller
Date:	September 20, 2022	

**IN WITNESS WHEREOF**, the Company and each undersigned Shareholder have executed this Piggy-Back Rights Waiver as of the dates set forth below.

L.R. RESEARCH & DEVELOPMENT LTD.

By: /s/ Lior Rosenberg  
Name: Lior Rosenberg  
Title: Director  
Date: September \_\_, 2022                      20-Sep-2022

/s/ Lior Rosenberg  
LIOR ROSENBERG  
Date: September \_\_, 2022                      20-Sep-2022

September 21, 2022

To: MediWound Ltd.

Re: Company Shareholder Support Agreement

Ladies and Gentlemen:

This letter agreement (this "Agreement") is being delivered to MediWound Ltd., a company organized under the laws of the State of Israel (the "Company") in connection with that certain Securities Purchase Agreement, dated as of the date hereof, by and among the Company and the investors signatory thereto (the "Purchase Agreement") by the undersigned shareholders of the Company (each, a "Shareholder" and collectively, the "Shareholders"). Certain capitalized terms used herein are defined in Section 11 hereof. Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to such terms in the Purchase Agreement.

In order to induce the Purchasers to enter into the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Shareholder hereby agrees with the Company, as follows:

- 1) Voting. Each Shareholder irrevocably agrees that it, he or she shall:
  - a) vote all Equity Securities of the Company owned by it, him or her (all such Equity Securities, the "Covered Shares") in favor of the Amendment and each other proposal related to obtaining the Authorized Share Approval;
  - b) when such meeting of shareholders is held, appear at such meeting or otherwise cause such Covered Shares to be counted as present thereat for the purpose of establishing a quorum; and
  - c) vote (or execute and return an action by written consent), or cause to be voted at such meeting, or validly execute and return and cause such consent to be granted with respect to, all of such Covered Shares against any action that would reasonably be expected to impede, interfere with, delay, postpone or adversely affect obtaining the Authorized Share Approval.
- 2) Specific Performance. Each Shareholder hereby agrees and acknowledges that the Company and the Purchasers would be irreparably injured in the event of a breach by any Shareholder of its, his or her obligations under Section 1 or Section 3, as applicable, of this Agreement. Further, monetary damages would not be an adequate remedy for any breach described in the foregoing sentence and the non-breaching party shall be entitled to an injunction, specific performance or other equitable relief, in addition to any other remedy that such party may have in law or in equity, in the event of any such breach (without providing any bond or other security in connection with any such remedy). Each Shareholder hereby agrees that it will not allege, and hereby waives the defense, that the Purchasers or the Company have an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity.
- 3) Transfers.
  - a) no Shareholder shall Transfer any Equity Securities of the Company until the earlier of (i) the later of (A) the date on which the Authorized Share Approval is obtained, and (B) the date on which the Registration Statement registering for resale all of the Registrable Securities is declared effective by the Commission (as such terms are defined in the Registration Rights Agreement) and (ii) the date that is 180 days after the Closing Date.

- b) Notwithstanding the provisions set forth in Section 3(a), Transfers of the Equity Securities of the Company that are held by any Shareholder or any of their permitted transferees (that have complied with this Section 3(b)), are permitted (i) to any affiliate of the Shareholder; (ii) in the case of an individual, by gift to a member of such individual's immediate family or to a trust, the beneficiary of which is a member of such individual's immediate family, an affiliate of such individual or to a charitable organization; or (iii) in the case of an individual, by virtue of laws of descent and distribution upon death of such individual; provided, however, that in the case of clauses (i) through (iii), such permitted transferees must, before any such Transfer is effected, enter into a written agreement with the Company agreeing to be bound by this Agreement (including provisions relating to voting and transfer restrictions).
- 4) Conflicting Agreements. Each Shareholder hereby represents and covenants that such Shareholder has not entered into, and shall not enter into, any contract or agreement (oral or written) that could restrict, limit or interfere with the performance of such Shareholder's obligations hereunder.
- 5) Performance. Each Shareholder has full right and power, without violating any agreement to which it is a party or by which it is bound to enter into this Agreement and perform its obligations hereunder.
- 6) Ownership. The Shareholders are currently, and as of the Closing will be, the beneficial owners of Equity Securities of the Company as set forth on Schedule A hereto. As of the date of this Agreement none of the Shareholders nor any of their respective Affiliates owns, beneficially or of record, any Equity Securities of the Company except as set forth on Schedule A.
- 7) Certain Definitions. As used herein, (i) "Beneficially Own" has the meaning ascribed to it in Section 13(d) of the Securities Exchange Act; and (ii) "Transfer" means the (a) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, in each case, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act and the rules and regulations of the SEC promulgated thereunder with respect to any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, or interest in, any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).
- 8) Entire Agreement. This Agreement, the Purchase Agreement and the other agreements referenced herein and therein constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby, including, without limitation, with respect to each Shareholder. This Agreement may not be changed, amended, modified or waived as to any particular provision, except by a written instrument executed by the Company and the other parties charged with such change, amendment, modification or waiver.
- 9) Assignment. No party hereto may assign either this Agreement or any of its rights, interests or obligations hereunder, other than in conjunction with transfers expressly permitted by Section 3 (and subject to the terms thereof), without the prior written consent of the other parties. Any purported assignment in violation of this Section 9 shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Agreement shall be binding on each Shareholder and the Company and their respective successors, heirs and permitted assigns or transferees.
- 10) No Beneficiaries. Nothing in this Agreement shall be construed to confer upon, or give to, any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise or agreement hereof. All covenants, conditions, stipulations, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and their successors, heirs, personal representatives and permitted assigns or transferees.

- 11) Counterparts. This Agreement may be executed in any number of original, electronic or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.
- 12) Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.
- 13) Governing Law; Venue. This Agreement, and all Actions or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the internal substantive laws of the State of Israel applicable to contracts entered into and to be performed solely within such state, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction. Any Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby shall be brought in the competent courts in Tel Aviv, Israel, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in any such court, and agrees not to bring any Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any Party to serve process in any manner permitted by law or to commence legal proceedings or otherwise proceed against any other Party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this Section 13. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 14) Notices. Any notice, consent or request to be given in connection with any of the terms or provisions of this Agreement shall be in writing and shall be sent or given, if to the Company, in accordance with the terms of Section 5.4 of the Purchase Agreement or if to a Shareholder, to the address of such Shareholder as indicated on such Shareholder's signature page hereto.
- 15) Termination. This Agreement shall terminate on the valid termination of the Purchase Agreement by all Purchasers in accordance with its terms. In the event of a valid termination of the Purchase Agreement by all Purchasers in accordance with its terms, this Agreement shall be of no force and effect. No such termination or reversion shall relieve the Shareholders from any liability resulting from a breach of this Agreement occurring prior to such termination or reversion.
- 16) Representations. Each Shareholder hereby represents and warrants (severally and not jointly as to itself, himself or herself only) to the Company as follows: (i) if such Person is not an individual, it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, and such party has all necessary power and authority to execute, deliver and perform this Agreement and consummate the transactions contemplated hereby; (ii) if such Person is an individual, such Person has full legal capacity, right and authority to execute and deliver this Agreement and to perform his or her obligations hereunder; (iii) this Agreement has been duly executed and delivered by such Person and, assuming due authorization, execution and delivery by the other parties to this Agreement, this Agreement constitutes a legally valid and binding obligation of such Person, enforceable against such Person in accordance with the terms hereof (subject to the Enforceability Exceptions); (iv) the execution and delivery of this Agreement by such Person does not, and the performance by such Person of his, her or its obligations hereunder will not, (A) if such Person is not an individual, conflict with or result in a violation of the organizational documents of such Person, or (B) require any consent or approval that has not been given or other action that has not been taken by any third party (including under any contract or agreement (oral or written) binding upon such Person or such Person's Equity Securities of the Company), in each case, to the extent such consent, approval or other action would prevent, enjoin or materially delay the performance by such Person of his, her or its obligations under this Agreement; (v) there are no Actions pending against such Person or, to the knowledge of such Person, threatened against such Person, before (or, in the case of threatened Actions,

that would be before) any arbitrator or any Governmental Authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by such Person of its, his or her obligations under this Agreement; (vi) such Person has had the opportunity to read the Purchase Agreement and this Agreement and has had the opportunity to consult with its tax and legal advisors; (vii) such Person has not entered into, and shall not enter into, any agreement that would restrict, limit or interfere with the performance of such Person's obligations hereunder; (viii) such Person has good title to all Equity Securities of the Company identified opposite such Shareholder's name on Schedule A, and there exist no restrictions on the right to vote, sell or otherwise dispose of such Equity Securities of the Company (other than transfer restrictions under the Securities Act) affecting any such Equity Securities of the Company, other than pursuant to (A) this Agreement, (B) the Articles of Association of the Company, or (C) the Purchase Agreement; and (x) none of the Equity Securities of the Company held by such Person and identified on Schedule A is subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of such Equity Securities of the Company, except as provided in this Agreement.

- 17) Additional Securities. If, and as often as, (a) there are any changes in the Company or any other Equity Securities of the Company by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or business combination, or by any other similar means that result in any Shareholder acquiring new Equity Securities of the Company, (b) any Shareholder purchases or otherwise acquires beneficial ownership of any Equity Securities of the Company after the date of this Agreement, or (c) any Shareholder acquires the right to vote or share in the voting of any shares of any Equity Securities of the Company after the date of this Agreement (such Equity Securities of the Company, collectively the "New Securities"), then, in each case, such New Securities acquired or purchased by such Shareholder shall be subject to the terms of this Agreement to the same extent as if they constituted Equity Securities of the Company owned by such Shareholder as of the date hereof.
- 18) Further Assurances. Each of the Shareholders agrees to execute and deliver hereafter any further document, agreement or instrument as may be reasonably necessary or desirable to effectuate the purposes hereof and as may be reasonably requested in writing by the Company.
- 19) Several Obligations. All of the obligations, covenants, undertakings and representations of each Shareholder hereunder are made severally but not jointly with any other Shareholder.
- 20) Construction. Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, (iv) the terms "Section" and "Schedule" refer to the specified Section or Schedule of or to this Agreement unless otherwise specified, (v) the word "including" shall mean "including without limitation," (vi) the word "or" shall be disjunctive but not exclusive and have the meaning represented by the term "and/or", and (vii) the phrase "to the extent" means the degree to which a subject matter or other thing extends, and such phrase shall not mean simply "if".

[signature page follows]

Sincerely,

Clal Biotechnology Industries Ltd.

By: /s/ Assaf Segal	/s/ Liat Nissan
Name: Assaf Segal	Liat Nissan
Title: CEO	Controller

Address of Shareholder:

Azrieli Center, Triangle Tower, 45<sup>th</sup> floor, Tel Aviv,  
Israel

Email:

Clal Life Sciences LP

By: /s/ Assaf Segal	/s/ Liat Nissan
Name: Assaf Segal	Liat Nissan
Title: Director	Director

Address of Shareholder:

Azrieli Center, Triangle Tower, 45<sup>th</sup> floor, Tel Aviv,  
Israel

Email:

---

Acknowledged and Agreed:

**MEDIWOUND LTD.**

By: /s/ Ofer Gonen                      /s/ Boaz Gur-Lavie  
Name: Ofer Gonen                      Boaz Gur-Lavie  
Title: CEO                                      CFO

---



**Schedule A**

**Shareholder Ownership of Equity Securities**

<u>Shareholder</u>	<u>Equity Securities of the Company</u>
Clal Life Sciences LP	8,208,973
Clal Biotechnology Industries Ltd.	2,688,250
L.R. Research & Development Ltd. (trustee for the benefit of Prof. Lior Rosenberg)	1,710,205
Prof. Lior Rosenberg	147,114
Steve T. Wills	21,250
Assaf Segal	7,500
Ofer Gonen	12,957
Sharon Malka	62,855
Boaz Gur-Lavie	13,784
Nachum (Homi) Shamir	—
<b>Total</b>	<b>12,872,888</b>

## JOINT FILING AGREEMENT

The undersigned hereby agree that they are filing this statement jointly pursuant to Rule 13d-1(k)(1). Each of them is responsible for the timely filing of such Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with each other on behalf of each of them of such a statement on Schedule 13D (and any amendments thereto) with respect to the Ordinary Shares, par value NIS 0.01 per share, beneficially owned by each of them, of MediWound Ltd., an Israeli corporation. This Joint Filing Agreement shall be included as an exhibit to such Schedule 13D.

Dated: September 26, 2022

**ACCESS INDUSTRIES HOLDINGS LLC**

**By: Access Industries Management, LLC, its Manager**

/s/ Alejandro Moreno

**Name: Alejandro Moreno**

**Title: Executive Vice President**

**ACCESS INDUSTRIES MANAGEMENT, LLC**

/s/ Alejandro Moreno

**Name: Alejandro Moreno**

**Title: Executive Vice President**

**ACCESS INDUSTRIES, LLC**

**By: Access Industries Management, LLC, its Manager**

/s/ Alejandro Moreno

**Name: Alejandro Moreno**

**Title: Executive Vice President**

**CLAL INDUSTRIES LTD.**

/s/ Yehuda Ben Ezra

**Name: Yehuda Ben Ezra**

**Title: VP Comptroller**

/s/ Nufar Malovani

**Name: Nufar Malovani**

**Title: VP General Counsel & Corporate Secretary**

**CLAL BIOTECHNOLOGY INDUSTRIES LTD.**

**/s/ Assaf Segal**

**Name: Assaf Segal**

**Title: Director**

**/s/ Shiran Manor**

**Name: Shiran Manor**

**Title: General Counsel & Corporate Secretary**

**CLAL LIFE SCIENCES L.P.**

**/s/ Assaf Segal**

**Name: Assaf Segal**

**Title: Director**

**/s/ Liat Nissan**

**Name: Liat Nissan**

**Title: Director**

**\***

**Name: Len Blavatnik**

\* The undersigned, by signing his name hereto, executes this Schedule 13D pursuant to the Power of Attorney executed on behalf of Mr. Blavatnik and filed herewith.

**By: /s/ Alejandro Moreno**

**Name: Alejandro Moreno**

**Title: Attorney-in-Fact**