

Reinhold Cohn and HealthIL Startup Competition

Contest Terms and Conditions (the “Terms”)

Background

The Reinhold Cohn Group (RCG) is continuously supporting innovative activity and achievements as well as the direct interaction between the inventors and developers of new technologies with the leading organizations and investors from relevant industries. As the result of its effort to support and promote projects aiming to develop innovative and creative solutions to challenging problems in the fields detailed below, as well as introducing such new technologies to the decision makers of the industry, Reinhold Cohn & Partners is inviting you to participate in the Reinhold Cohn Startup Competition (“Contest”).

The Fields of Interest are (the “Fields”):

1. BioMaterials & BioConvergence
2. Diagnostic Systems and Companions
3. Drug Delivery and Development
4. Omics.

The Contest is open to all startups (seed money up to round A) who develop innovative technologies intended to provide new solutions to one or more of the Fields and reached the stage of having an MVP in hand. For more information about the right to participate see the general part of these Terms.

The 6 finalists will receive the chance to pitch in front of innovation and tech managers of leading international companies as well as representative of leading capital funds.

RCG retain the right to decide whether and to what extent will the audience vote be applicable.

Timetable

Starting date for Registration and Application submission	19.10.2021
Ending date for submission:	15.11.2021 at 23:59
Final stage:	8.12.2021

RCG has the right to change the timetable as per the contest and other needs by providing an appropriate prior notice.

General Terms and Conditions

1. Eligibility

In order to participate in the Contest an Applicant must qualify with the following criteria:

- 1.1 be an individual, a group of individuals or a company who has raised with a working MVP, developing an innovative technology in one or more of the Fields.
- 1.2 own all rights and title in the Invention which it submits as part of its application being the original work of the Applicant.

2. Submission of Application

Submissions of applications into the Contest by Applicants are to be made pursuant to the following general guidelines:

- 2.1 An Applicant who wishes to register to the Contest may register and submit its application through the Contest website: www.rcgstartup.com the “Contest Website page”).
- 2.2 If the Application is submitted on behalf of a team of individuals, then each member of the team must agree and accept these Terms and Conditions in the manner specified by RCG. Where a team is applying, the term “Applicant” as used in these rules shall refer to the team as a whole and to each team member individually.
- 2.3 The application form and all other required documents and information (as detailed below) must be received by November 15, 2021 at 23:59, or other date as may be stated on the Contest Website page. All required fields must be fully completed for an application to be considered. The Applicant is fully responsible to obtain the required submission confirmation as per the instructions on the Contest website page.
- 2.4 Each Applicant must choose a primary contact person for the Applicant by providing a name, e-mail address, mailing address and phone number in the application form (the “**Representative**”). All communications between the Applicant and RCG as part of the Contest shall be made through the Representative.
- 2.5 As part of its registration for the Contest, an Applicant should fill in and submit the Application Form at the Contest Website page and should include non-confidential information only. Applications must conform with the terms herein, including the terms set forth in Section 6 – Confidentiality.
- 2.6 Without derogating from the above, RCG may request, at any time, additional information and/or documents from an Applicant in order to evaluate its application.

3. Review and Evaluation

- 3.1 A selected group of judges (the “Judges”) will review Applicants’ submissions. The nomination of the Judges, as well as their number and identity, shall be made at RCG’s sole discretion.
- 3.2 Neither the Judges nor RCG are required to provide feedback to the Applicants at any stage of the process.
- 3.3 The review and evaluation of each of the applications and the Inventions will be based on technology, market need, market assessment, IP assessment, business case and the ability of the Applicant to present ideas/inventions and MPV in the relevant Field

which: (i) address a real need in the market; (ii) could be commercialized for large markets; and (iii) are expected to represent a sustainable competitive advantage in the respective Field and market, in addition to the professionalism and experience of the team.

- 3.4 The Judges may also consider Applicants that do not necessarily fulfill all criteria as set forth above.
- 3.5 Applicants are advised that applicable laws may require to make applications for Intellectual Property Rights registration and that the submission of an Application may result in rendering it ineligible for intellectual property protection under any laws which might be applicable to the Applicant. Applicant is responsible for complying with applicable legal requirements and protecting any intellectual property contained in the Application. RCG or any of the sponsors of the Contest will not be liable for any damage or loss resulting from the failure to seek patent or other protection.
- 3.6 The submitted applications and Applicants will be reviewed and evaluated according to the following stages:

Screening:

- 3.7 RCG and HealthIL representatives will select 6 applications as finalists.

Final Stage:

- 3.8 The Finalists selected at the screening stage may be invited to perform presentations and pitch to the Judges and audience at the HealthIL week main event, which will take place on the date specified in the Timetable above or at any other place or date to be determined by RCG at its sole discretion (the "Final Event"). Finalists are obliged to participate physically/virtually at the final event according to the format chosen by RCG and HealthIL. The Judges and RCG's and HealthIL's representatives will choose the winner and two runner ups (2nd and 3rd place) of the Contest (the "Winners"). RCG reserves the right to include audience votes as part of the winners selection process. A notice to that effect will be published before the Final Event.
- 3.9 The selection and announcement of the Winner will take place during the Final Event and shall be at RCG's sole discretion. RCG also reserves the right to choose to announce the Winners only after the Final Event, by publishing the Applicant's name on the Contest Website page or by providing the Winners with a written notice.
- 3.10 RCG may at its sole discretion select a different number of Applicants as Finalists.
- 3.11 In addition, RCG shall be entitled, but not required, to announce the Winners at a press release and generate press coverage for the Contest.

4. The prizes

4.1 Reinhold Cohn Group

- 4.1.1 1st place – Full draft and filing of a patent application in a single jurisdiction (up to a cost of NIS 30K, not including official fees).
- 4.1.2 2nd place – NIS 20K worth of IP services.

4.1.3 3rd place – NIS 10K worth of IP services.

4.2 Oktopus

4.2.1 1st place - Digital marketing consulting and storytelling services 5K USD worth

4.2.2 2nd place - Digital marketing consulting services 3K USD worth

4.2.3 3rd place - Storytelling services 2K USD worth

4.3 Additionally, Finalists will be eligible for the option of exhibiting at the HealthIL week's main event exhibition space according to instructions that will be given to finalists by RCG.

4.4 RCG will bear no responsibility to the provisions of prizes by third parties.

4.5 The provision of any services by RCG are subject to conflict of interest; to the applicability thereof to the Winners and to the actual needs of the Winners. Should the prize be non-applicable to any of the winners for any reason, on the Final Event of six (6) months thereafter, RCG will not bear any monetary liability towards such Winner and in any case the Winners will not be entitled to receive any cash or other form of payment in exchange of the prize.

5. Confidentiality

5.1 As a matter of convention and practicality, RCG, its affiliates, and/or anyone on its behalf will not sign confidentiality agreements as part of the Contest. The individuals who will have access to the applications will be RCG's representatives and the other Judges. These representatives are largely professionals who regularly deal with confidential and proprietary information over the course of their work and may be involved in the creation of intellectual property for their respective organizations.

5.2 Without derogating from the above, even if an Applicant marks its information (including its ideas, presentations, Prototype and plans submitted throughout the process) as "confidential," there will be no confidentiality obligation by RCG's representatives and the Judges.

5.3 No proprietary or confidential information should be included in the submitted materials as part of the application, which the Applicant would not want disclosed to potential investors.

6. Intellectual Property

6.1 By submitting an application, the Applicant and/or any member thereof represents and warrants to RCG that it has all right, title and/or interest in the application submitted and that the information it contains is accurate and complete, and that by submitting the application it is not and will not be violating any contract, law or third party's rights including any patent, copyright, trade secret, proprietary or confidential information, trademark, publicity or privacy right.

- 6.2 The Applicant agrees to indemnify and defend RCG, its affiliates, and anyone on their behalf (including the Judges) against any claims or lawsuits, including attorneys' fees, that arise from or result from such Applicant's submission.
- 6.3 RCG is not claiming ownership rights to any Applicants' application or the information/intellectual property it may contain (including the Invention). However, by submitting an application, each Applicant grants RCG an irrevocable, royalty-free, worldwide right and license to use, review, assess, test and otherwise analyze such Applicant's application and all its content in connection with the Contest and feature such Applicant's application (and certain information/data contained in it) in connection with the marketing, sale, or promotion of the Contest.

7. No Warranty; Liability

- 7.1 RCG AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE CONTEST AND/OR THE OFFER, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL RCG, ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AFFILIATES BE LIABLE FOR ANY ADVICE, INFORMATION OR DECISIONS MADE AS PART OF THE CONTEST OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR DAMAGES TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER RCG SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING.
- 7.2 By submitting an application each Applicant and/or any member thereof voluntarily releases RCG, its affiliates, representatives, and/or anyone on its behalf from all and any liabilities, responsibilities and accountabilities arising from participation in Contest and/or its activities.

8. Publicity

- 8.1 Applicants hereby give their consent and approval that some of the information provided by them during the stages of the Contest (including, but not limited to, during the application process the evaluation process and as part of the Final Event), including names of entrepreneurs, names of the startups, images and photos of the Applicants, their Inventions taken during the Final Event, and the abstract description of their enterprises (or any part thereof), may be used by RCG in public documentation related to the Contest and for advertising and publicity purposes. It is the responsibility of the Applicant to ensure that the abstract description does not include any confidential information.
- 8.2 Each Applicant agrees that it will not use any names, trademarks, logos or other copyrighted information of RCG and of any of the Contest Partners, or any variation, adaptation or abbreviation thereof, or of any of its officers, employees, agents, or any trademark or trade name of the above or any affiliate thereof in any advertising or publicity without the prior written permission of such parties.

9. Authorizations and Release

By accepting these Terms and Conditions all Applicants and person registering their interest in the Contest Website page at www.rcgstartup.com ("Participants") expressly grant RCG the following authorizations:

- 9.1 to share the information provided by the Applicants with the Partners;
- 9.2 to disclose the Startups' and Participants' details, as well as the logo, image, voice and any other information of the start-up and the participants provided during the Contest any means (including, without limitation, releases on websites, social media networks and press) and in any format. For the avoidance of doubt, such information may also include personal data (e.g. names) of the Participants.

In the event that the information was published on RCG's website, Participants shall be entitled to ask them to erase or update any information of their profile contained on the relevant website at any time without cause. RCG shall be entitled to erase any information of the Startups or the Participants from their websites or social media networks at any time without cause.

- 9.3 to videotape and record the Final Event for the purposes of (i) live broadcasting the Final Event and/or (ii) issuing press releases, social media announcements and making any other internal or external communication related to the Final event or the Contest.
- 9.4 Participants expressly release RCG and the Partners from any claims (i) they may have arisen out of the disclosure of their information to the extent RCG has complied with this Section 9 or (ii) filed by a third-party based on the information provided by the relevant Participant.
- 9.5 Registration in the Contest implies the acceptance in full of these Terms by the Participants.

10. Miscellaneous

10.1 Any reference to RCG shall mean any person, company, partnership, or other entity which manages or is managed, controls or is controlled by, or is under common control, directly or indirectly, by RCG. All Terms and Conditions apply to the Contest Partners *Pari-passu*.

10.2 RCG reserves the right to cancel, change or suspend the Contest for any reason and at any time. In such event, RCG shall publish the amendments or cancellation on the Contest Website page. If, upon notification of the amendment of these Terms, a Participant does not expressly cancel its registration it shall be understood that it accepts the amended version of the Terms.

Participants are allowed to modify the information submitted or cancel the registration to the Contest by sending an email to rcgstartup@rcip.co.il

10.3 Unless otherwise stated herein, in the event of a contradiction between the terms set forth herein and any PR, announcement or other notice, whether posted on the Contest Website page or elsewhere, the terms herein shall prevail.

10.4 This Contest will be governed by the laws of the State of Israel, and each Applicant consents to the exclusive jurisdiction and venue of the courts of the State of Israel in Tel Aviv-Jaffa for any disputes arising out of this Contest.