

HEALTH TECH ROADSHOW AGREEMENT

Last update: December 18, 2024.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCESSING AND/OR USING THE SERVICE (DEFINED BELOW). BY CLICKING “I AGREE”, “ACCEPT”, “SEND”, “PLACE ORDER”, “PAY NOW” OR OTHER SIMILAR BUTTON, OR BY USING THE SERVICES, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, ON BEHALF OF YOURSELF, YOUR ORGANIZATION AND/OR THE ORGANIZATION SPECIFIED UNDER THE PAYMENT PAGE AS DEFINED BELOW (“YOU” OR “CUSTOMER”), ARE ENTERING INTO A LEGAL AGREEMENT WITH START-UP NATION CENTRAL LTD. (CC) (“SNC”), AND UNDERSTAND AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS HEALTH TECH ROADSHOW AGREEMENT (“**AGREEMENT**”, AND THE DATE OF SUCH OCCURRENCE, BEING THE “**EFFECTIVE DATE**”).

If you are using the Services on behalf of a company, organization, or other legal entity (collectively, “**Organization**”), you represent and warrant that you have the authority to bind the Organization to this Agreement. In such a case, the terms “you” and “your” will refer to both you as an individual and the Organization. If you do not have such authority, or if you do not agree to this Agreement, you must not use the Services (as defined below) on behalf of the Organization.

You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement please do not access or use the Services.

The SNC general website terms under the following link: <https://startupnationcentral.org/terms/> (“**SNC General Terms**”) shall be incorporated herein by reference. This Agreement relates only to the Services provided herein and to the Health Tech Roadshow Program (“**Health Tech Roadshow Program**”). In the event of any conflict between SNC General Terms and this Agreement, the terms of this Agreement shall govern with respect to the Services and the Health Tech Roadshow Program.

1. **Pre-Approval Requirement.** Each Customer shall be pre-approved in writing by SNC before accessing or using the Services. This pre-approval process is mandatory and ensures that all Customers meet the necessary criteria set by SNC, within its sole discretion. Failure to obtain pre-approval may result in the denial of access to the Services.
2. **Services.** SNC agrees to provide to Customer the services specified under the following link: <https://lp.startupnationcentral.org/health-tech-first-2024-roadshow/> (“**Service Description Page**”), as may be amended by SNC from time to time, and any other services provided by SNC under the Health Tech Roadshow Program (“**Services**”). For clarity, during the Term, the Customer shall be responsible for its own expenses, including payment and arrangement for the flights, hotel accommodations and travel insurance. Nothing in this Agreement shall be interpreted as preventing or restricting SNC from supplying services to any third party.
3. **Customer Obligations.** The Customer shall: (a) provide SNC with all necessary documents requested by SNC, including but not limited to a copy of the passport, number of the travel insurance policy, copy of visa, and copy of the flight ticket; (b) provide any other assistance required by SNC to facilitate the Services; (c) participate in all activities and meetings that are part of the Services; and (d) comply with the applicable law and SNC’s guidelines provided from time to time. The Customer agrees that SNC may disclose the information provided by the Customer or on its behalf, to SNC’s partners, subcontractors, and other third parties as required for the purpose of facilitating the Health Tech Roadshow Program. Any processing of personal information will be performed as specified under Section 9.
4. **Compensation.** The fees, method of payment and terms of payment for the Services to be performed shall be set forth in the following links: <https://lp.startupnationcentral.org/product/health-tech-first-2024-roadshow-ny-chicago/> <https://lp.startupnationcentral.org/product/health-tech-first-2024-roadshow-ny-chicago-philly/> (each, the “**Payment Page**”), and/or as otherwise directed by SNC (collectively, the “**Fees**”). Unless expressly stated otherwise in the Service Description Page and/or the Payment Page: (a) all payments under this Agreement are non-refundable, and are without any right of set-off or cancellation; and/or (b) all Fees are due at the commencement of the Term and shall be paid by the Customer in advance at the Effective Date.
5. **Ownership.**
 - 5.1. **Ownership.** SNC retains all right, title and interest, including all intellectual property rights and moral rights (“**SNC IP**”), in and to the: (i) Services; (ii) any feedback (which may consist of questions, comments, suggestions or the like) regarding the Services or any part thereof (“**Feedback**”); (iii) SNC’s Confidential Information; (iv) materials, content and information provided to the Customer during the Services or related thereto, including without limitation the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, links, interactive features, and services (“**Materials**”); (v) the trademarks, service marks, trade names, service names, trade dress, symbols, brands and logos contained therein or owned by SNC (“**Marks**”); and/or (vi) all derivatives, customizations, improvements and modifications to any of the foregoing, regardless of inventorship or authorship. SNC reserves all rights not expressly granted in and to SNC IP. This Agreement does not transfer any intellectual property rights of SNC and/or its licensors. You may not

use the Marks without explicit permission on a case by case basis, which may be withdrawn in SNC's sole discretion. You hereby irrevocably and unconditionally transfer and assign to SNC all intellectual property rights you have in the Feedback and waive any and all moral rights that you may have in respect thereto. It is further understood that use of Feedback, if any, may be made by SNC at its sole discretion. Without derogating from the above SNC in no way shall be obliged to make use of the Feedback.

- 5.2. **Use of Materials.** Materials that were provided to you during the Term, are only provided for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. You must retain all copyright and other proprietary notices contained with the Materials.

6. **Communications.**

- 6.1. **Receiving Messages.** By using the Services you agree to receive communications from us, to your email, WhatsApp or SMS or otherwise, which may be considered promotional messages ("spam") under Israeli law, or under other applicable law.

- 6.2. **Unsubscribing.** You acknowledge and agree that you may request to unsubscribe from receiving such messages at any time by clicking on the unsubscribe button included in the email, or by sending an email to the following email addresses: eden.eini@sncentral.org. Please note that it may take several business days to process your request, and you may receive additional messages during this period.

7. **Third Party Services.** Customer acknowledges that the Services may include third party services that are connected or relevant to the Services ("**Third Party Services**"). If Customer uses such Third Party Services, it acknowledges and agrees that it does not imply any SNC endorsement, approval or recommendation of, or responsibility for, those Third Party Services or their content or operators and the use of such Third Party Services is subject to the terms and conditions of the Third Party Service provider. To the maximum extent permitted by law, SNC shall not bear and expressly disclaims all responsibility or liability of any kind relating to such Third Party Services, including, without limitation, for any associated costs and disclosure of, access to or other processing of Third Party Service providers.

8. **Confidential Information.** During the Term, each party may have access to certain non-public proprietary, confidential or trade secret information or data of the other party, whether furnished before or after the Effective Date, and regardless of the manner in which it is furnished, which given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential or competitively sensitive (collectively, the "**Confidential Information**"). For clarity, SNC IP shall be deemed as SNC's Confidential Information. Confidential Information shall exclude any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of or reference to the Confidential Information. The receiving party agrees: (a) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, officers, employees, advisors or consultants (collectively, the "**Representatives**") on a strict "need to know" basis only and provided that such Representatives are bound by written agreements to comply with the confidentiality obligations as protective as those contained herein, and in any event, the receiving party shall remain responsible for the acts or omissions of its Representatives to the same extent as if such acts or omissions were performed by the receiving party; (b) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; and (c) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, if receiving party is required by legal process or any applicable law, rule or regulation, to disclose any of disclosing party's Confidential Information, then prior to such disclosure, receiving party will give prompt written notice to disclosing party so that it may seek a protective order or other appropriate relief. The parties' obligations with respect to Confidential Information shall expire 5 years from the date of termination or expiration of this Agreement, unless a longer period of protection applies under applicable law, either as trade secret information or otherwise. Without derogating from any other remedies available under applicable law or agreement, either party shall be entitled to obtain an injunction restraining any violation, further violation or threatened violation of the obligations set forth in this Section.

9. **Privacy.** You agree that SNC may use and share (including with SNC's partners and sub-contractors as specified within the Privacy Policy) personal information that you provide or make available to us, or which we may collect or obtain in connection with the Service, in accordance with our privacy policy which is available at <https://startupnationcentral.org/privacy/> ("**Privacy Policy**").

10. **Modification.** SNC reserves the right, at its discretion, to modify this Agreement at any time. Such modification will be effective five (5) days following the posting of the revised Agreement at the following link *at the same*

URL, and your continued use of the Services and any part of it thereafter means that you accept those modifications. Notwithstanding the foregoing, SNC may change the Services and the Service Description Page, effective immediately at its sole discretion, provided, that if the change is directly related to the amount of Fees, the change will be in effect following prior consent of the Customer.

11. Warranties and Representations.

- 11.1. SNC hereby represents and warrants that: (i) it has the requisite technical and professional knowledge, know-how, expertise, skills, talent, and experience required to perform the Services; (ii) there are no restrictions, limitations, contractual obligations, statutory obligations or any other factors whatsoever that prevent or restrict or are likely to prevent or restrict SNC from fulfilling all its obligations under this Agreement and the performance of the Services; and (iii) the execution of this Agreement by SNC and the performance of the obligations hereunder shall not constitute or result in a breach of any other obligation, contractual or otherwise, of SNC.
- 11.2. Customer hereby represents and warrants that: (i) there are no restrictions, limitations, contractual obligations or statutory obligations or any other factors whatsoever that prevent or restrict or are likely to prevent or restrict Customer from fulfilling all its obligations under this Agreement; (ii) in the performance of its obligations under this Agreement, it will fully comply with all applicable laws, regulations and ordinances; and (iii) the execution of this Agreement by Customer and the performance of the obligations hereunder shall not constitute or result in a breach of any other obligation, contractual or otherwise, of Customer.
- 11.3. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS. SNC DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS. EXCEPT AS SET FORTH IN THIS SECTION, SNC EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, NON-INTERFERENCE, INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE.
- 11.4. FOR CLARITY, SNC DOES NOT PROMISE OR GUARANTEE ANY SPECIFIC OUTCOME, BUSINESS RELATIONSHIP, OR INVESTMENT AS A RESULT OF THE SERVICES.

12. Limitation of Liabilities. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SNC AND ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND SUBCONTRACTORS, SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER THIRD PARTY (WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY) FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL, SUFFERED BY ANY PERSON, ARISING FROM AND/OR RELATED TO THIS AGREEMENT, EVEN IF SNC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, SNC’S AND ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES’ AND SUBCONTRACTORS’ CUMULATIVE AND TOTAL LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO SNC BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES.

13. Term and Termination.

- 13.1. **Term.** The term of this Agreement shall begin on the Effective Date and shall continue until April 1, 2025, unless earlier terminated in accordance with the terms of this Agreement (“**Term**”).
- 13.2. **Termination by SNC.** SNC reserves the right to temporarily suspend the provision of the Services and/or terminate this Agreement if: (a) Customer is seven (7) days or more overdue on a payment; (b) Company deems such suspension necessary as a result of Customer’s breach under Section 3 (*Customer Obligations*); or (c) as required by law or at the request of governmental entities.
- 13.3. **Termination for Breach.** Either party may, by written notice of default to the other, terminate this Agreement if the defaulting party fails or refuses to fully comply with its material obligations under this Agreement and does not cure such default within 30 days of receipt of written notice from the non-defaulting party.
- 13.4. **Consequences.** Upon termination or expiration of this Agreement, SNC shall discontinue all further Services and Customer shall not be entitled to any compensation or Services or any other services. In addition, upon expiration or termination of this Agreement, and at any time upon a disclosing party’s request, the receiving party will promptly return or destroy, as directed by the disclosing party, all copies of Confidential Information, including any notes, memoranda or other materials containing such Confidential Information or relating thereto, and all copies thereof, and will destroy or delete (within the disclosing party’s direction) any Confidential Information that has been recorded or stored in any electronic medium. The receiving party shall provide a written certification that it has complied with such instructions.
- 13.5. **Survival.** The provisions of Sections 5 to 14 as well as any other provision of this Agreement that contemplates performance or observance subsequent to termination of this Agreement will survive termination of this

Agreement and continue in full force and effect for the period set forth therein, or if no period is set forth therein, indefinitely.

14. Miscellaneous.

- 14.1. Independent Contractors. It is hereby clarified that SNC is an independent contractor of Customer under this Agreement and nothing herein shall be construed to create an employer/employee relationship.
- 14.2. No Waiver. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.
- 14.3. Severability. If any term, clause or provision of this Agreement is construed to be or adjudged invalid, void or unenforceable, such term, clause or provision will be modified or severed in such manner as to cause this Agreement to be valid and enforceable while preserving to the maximum extent possible the terms, conditions and benefits of this Agreement as negotiated by the parties, and the remaining terms, clauses and provisions will remain in full force and effect.
- 14.4. Governing Law and Jurisdiction. This Agreement is governed by, and construed and interpreted in accordance with, the laws of the State of Israel, without giving effect to conflicts of law principles thereof. Any action arising out of or in any way connected with this Agreement shall be brought exclusively in the courts of Tel Aviv, Israel.
- 14.5. Contradiction. In the event of any conflict between any term within any link and the terms of this Agreement, the terms of this Agreement shall govern and control, unless specifically specified otherwise.
- 14.6. Entire Agreement. This Agreement, together with its exhibits, links, Privacy Policy and SNC General Terms, constitute the entire agreement between the parties. No change, waiver or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver or discharge is sought to be enforced.
- 14.7. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together will constitute one single agreement between the parties.
- 14.8. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed as properly given or made: (i) on the same date – if hand delivered; (ii) 5 days after mailing – if mailed first class registered mail, postage prepaid; or (iii) on the first business day after being sent – if sent by e-mail; to the respective addresses set forth in the preamble to this Agreement, or to such other address as either party may have designated by similar notice given to the other party.
- 14.9. Force Majeure. Neither SNC nor Customer will be liable for any loss, damage, or delay resulting from any event beyond such party's reasonable control ("**Force Majeure**") and delivery and performance dates will be extended to the extent of any delays resulting from a Force Majeure. Each party will promptly notify the other upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.
- 14.10. Assignment. This Agreement shall not be assignable by Customer without the prior written consent of SNC, and any purported assignment not permitted hereunder shall be construed as null and void. SNC may assign this Agreement (in whole or in parts) at its sole discretion.
