

Terms and Conditions

AbbVie- Israel – Innovation Challenge

AbbVie Israel is leading an innovation challenge: Transform CLL Patient Care & Quality of Life (the “Challenge”), with the support of Start-Up Nation Central Ltd. (CC) (“SNC”).

These terms and conditions shall hereinafter be referred to as the “Official Rules”.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN THE CHALLENGE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

SPONSOR: The sponsor of this Challenge is AbbVie Israel, Hacharash 4 Street, Neve Ne’eman, Hod Hasharon 4524075 (“**AbbVie Israel**” or “**Sponsor**”).

CHALLENGE DESCRIPTION: The Challenge launches at 12:01 AM on April 23rd, 2025 (the “**Challenge Launch**”) and ends on July 1st, 2025 on the winner announcement (the “**Winner Announcement**” and the “**Challenge Period**” respectively). Entry into the Challenge does not constitute entry into any other challenge or program, including, without limitation, other similar challenges or programs offered by either Sponsor or SNC. By participating in the Challenge, each participant (“**Entrant**”), on behalf of himself/herself and/or his/her their organization, unconditionally accepts and agrees to comply with and abide by (i) any applicable law; (ii) these Official Rules as may be amended from time to time; (iii) SNC’s general website Terms & Conditions under the following link: <https://startupnationcentral.org/terms/>; (vi) any terms and conditions set forth on the Challenge Website (as defined below), including the eligibility criteria for applying to the Challenge; and (v) the decisions of Sponsor and/or the individual judges listed on the Challenge Website, who constitute the Advisory Committee (“**Judges**” and “**Advisory Committee**” respectively), which shall be final and binding in all respects. The list of Judges comprising the Advisory Committee may be updated from time to time, as published on the Challenge Website.

Challenge Timeline

- Applications Open: **April 23rd, 2025, at 12:00**
- Applications Close: **May 27th 2025, at 20:00.**
- The period between April 22nd, 2025, at 12:00 and May 27th, 2025, at 20:00 shall hereinafter be referred to as the “**Submission Period**”.
- Up to top 5 identified and announced finalists: **June 12th, 2025 (“Finalist Notification Date”)**.
- Advisory Committee meeting: June 23rd, 2025
- Finalist Pitch Event: **July 1st, 2025.**
- Winner Announced Date: **July 1st, 2025.**

HOW TO ENTER: To enter, go to the website located at <https://lp.startupnationcentral.org/ctl-tech-challenge/#Register> as may be amended from time to time (the “**Challenge Website**”), complete the official entry form and submit

your submission according to the instructions detailed herein and on the Challenge Website (the "**Submission**"). Each Submission entered into the Challenge must meet the "**Submission Requirements**" described by the Challenge Sponsor below and any Submission that, in Sponsor's sole discretion, violates the Submission Requirements will be disqualified from participating in the Challenge.

All expenses incurred by the Entrant in connection with the Submission shall be borne by the Entrant. Entrant shall not raise any claim or demand against Sponsor or SNC in this regard.

Submissions must be received during the Submission Period. Sponsor is the official timekeeper for the Challenge. No substitutions or new versions of Submissions will be accepted under any circumstances once the original Submission is submitted for consideration. In the event of a dispute regarding the identity of the Entrant of a Submission which cannot be resolved to Sponsor's satisfaction, the affected Submission will be deemed ineligible, and no appeal can be made against such decision of Sponsor. Except as otherwise stated in these Official Rules, personal information collected in connection with the Challenge will be used by Sponsor in accordance with Sponsor's privacy policy under the following link:

<https://www.abbvie.co.il/privacy.html> and with any additional consent given by Entrant the time of entry. All entry information and materials, including any copy of the Submission submitted to Sponsor, become the property of Sponsor and will not be acknowledged or returned to The Entrant. Neither Sponsor nor SNC assumes any liability or responsibility for any error, omission, interruption, deletion, theft, destruction or unauthorized access to, or alteration of, Submissions.

Submission Requirements

By participating in the Challenge and submitting a Submission, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of AbbVie Israel and/or the Judges, which shall be final and binding in all respects. The sponsor reserves the right to disqualify any Submission, at its sole discretion, including but not limited to cases where the Submission violates any requirement, warranty or representation set forth herein and/or on the Challenge Website, including the eligibility criteria for applying to the Challenge.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: By applying to the Challenge, each Entrant represents, warrants, and covenants as follows:

(a) Entrant is the sole author and creator of the Submission and any intellectual property included in or submitted with the Submission and all other content and information submitted by the Entrant as part of the Submission; (b) the information included in the Submission is true and correct to the Entrant's best knowledge; (c) Entrant meets the eligibility requirements set forth in these Official Rules and/or on the Challenge Website; (d) Entrant's signatory is authorized to represent Entrant and to bind Entrant to these Official Rules; (e) neither the Entrant nor any content or information contained in the Submission is the subject of any actual or threatened litigation, claim, investigation, audit or other civil or criminal proceeding by any governmental entity or private third party; (f) neither the Entrant nor any of its direct owners has a direct or indirect financial relationship or compensation arrangement with a current or former physician, employee, officer or director of **AbbVie Israel** or

any of its affiliates or an immediate family member; (g) there are no restrictions, limitations, contractual or statutory obligations or any other factors whatsoever that prevent or restrict or are likely to prevent or restrict Entrant from participating in the Challenge.

If the Submission includes any third-party work products (such as third party content or open source code), Entrant must be able to provide, upon Sponsor's request, all appropriate licenses and releases for such third party work. In the event Entrant cannot provide all required licenses and releases, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Submission, or to allow the applicable Submission to remain in the Challenge.

Without derogating from any indemnification obligations set forth herein, by participating in the Challenge, Entrant agrees to indemnify, defend, and hold harmless each of the Sponsor, SNC, and any of their affiliates or any of their respective officers, employees, shareholders or agents, from and against all third party claims, actions, or proceedings of any kind and from and in relation to any and all damages, liabilities, costs and expenses (including attorneys' fees), including, without limitation any third party claims relating to or arising from: (i) Entrant's actual or alleged infringement, misappropriation, or violation of any intellectual property rights; and (ii) Entrant's Submission or any breach or alleged breach of any of the representations, warranties and covenants of Entrant hereunder.

SUBMISSION LICENSE; CONFIDENTIALITY: EACH ENTRANT RETAINS TITLE AND FULL OWNERSHIP IN AND TO THEIR SUBMISSION. ENTRANT EXPRESSLY RESERVES ALL INTELLECTUAL PROPERTY RIGHTS NOT EXPRESSLY GRANTED UNDER THIS AGREEMENT. By participating in the Challenge, each Entrant hereby irrevocably grants to each of the Sponsor and SNC a limited, non-exclusive, royalty free, worldwide, license and right to use the Submission to the extent necessary to administer the Challenge, and to publicly perform and publicly display the Submission, including, without limitation, for advertising and promotional purposes relating to the Challenge (the "**License**").

Entrant understands and agrees that it should only provide information in or with its Submission that it is willing to allow each of AbbVie Israel and SNC to use or disclose in connection with the Challenge pursuant to the License set forth above, and without any expectation that either AbbVie Israel or SNC will hold such information in confidence. Entrant acknowledges and agrees that neither AbbVie Israel nor SNC have any obligation to keep in confidence the Submission or any related disclosures, including but not limited during the Finalist Pitch Event, unless and until an appropriate mutual confidential disclosure agreement is entered between AbbVie Israel and/or SNC and Entrant.

Entrant understands and agrees that it is solely responsible for obtaining appropriate legal protection for its intellectual property rights before disclosing its ideas to AbbVie Israel, SNC, or any other person or entity on a non-confidential basis except for disclosures made after an appropriate confidential disclosure agreement is entered between Entrant and AbbVie Israel and/or SNC or otherwise, Entrant risks losing the ability to protect its ideas under applicable law.

PUBLICITY RELEASE: By participating in the Challenge, Entrant hereby irrevocably (a) grants to each of the Sponsor and SNC the right to use such Entrant's name, likeness, image, logo and biographical information in any and all media for any lawful purpose, including, without limitation, advertising and promotional purposes relating to the Challenge and (b) releases each of the Sponsor and SNC from any liability with respect thereto.

Entrant may not use any name, trademark, service mark, trade name, symbol, brand, logo or other designation of neither AbbVie Israel nor SNC or any of their affiliates (including any contraction, abbreviation, or simulation of their names in advertising, publicity or any promotional activities) without obtaining the explicit written permission of AbbVie Israel and/or SNC, as applicable, in each case.

WINNER SELECTION/EVALUATION CRITERIA

Final Round

The Advisory Committee will select up to five (5) finalists from all eligible Submissions (the **"Finalists"**). Proposed evaluation criteria, determined by Sponsor in its sole discretion, may include, inter-alia:

- Innovation and novelty of submission
- Clinical impact
- Regulatory Pathway
- Cost impact
- Market potential for widespread adoption and scale
- Degree of development (prototype vs. polished product)
- competitive advantage
- Go-to-market strategy
- Strategic Partnerships

All Finalists will be notified of their advancement to the final stage by the Finalist Notification Date and will be required to participate in a live Finalist Pitch Event to present their concept to the Advisory Committee comprised of Judges from diverse backgrounds including healthcare, venture capital and product commercialization, for the chance to win a prize. The pitches will consist of:

- 10-minute audio-visual assisted pitch
- 5 minutes of questions and answers from the Advisory Committee

The Advisory Committee will score Finalists live pitches according to a number of qualitative and quantitative criteria, determined by Sponsor in its sole discretion, which may include, inter-alia the following:

- Innovation and novelty of solution and alignment with AbbVie Israel mission
- Clinical impact
- Regulatory Pathway
- Cost impact
- Market potential for widespread adoption and scale
- Degree of development (prototype vs. polished product)

- competitive advantage
- Go-to-market strategy
- Strategic Partnerships
- Commitment to work collaboratively and contractually with AbbVie Israel

The evaluation criteria for each round are to be determined in the sole discretion of AbbVie Israel. By participating in the Challenge, each Entrant unconditionally acknowledges and agrees to be bound by the final decision of AbbVie Israel, which decision shall be final and binding in all respects.

NOTICE TO FINALISTS AND WINNERS: Attempts to notify potential semi-finalists will be made using the contact information provided on the Entrant's Official Entry Form. Neither Sponsor nor SNC shall be responsible for e-mail, phone or other communication problems of any kind. If, despite reasonable efforts, a potential semi-finalist does not respond within five (5) days of the first notification attempt (or a shorter time as exigencies may require), or if the notification is returned as unclaimed or undeliverable to such potential semi-finalist, such potential semi-finalist will forfeit its rights and an alternate Finalist may be selected at the sole discretion of the Sponsor.

Prize winners will be notified on or around Winner Announcement Date via contact information provided on the winner's Official Entry Form. Neither Sponsor nor SNC shall be responsible for e-mail, phone or other communication problems of any kind. If, despite reasonable efforts, a potential winner does not respond within five (5) days of the first notification attempt (or a shorter time as exigencies may require), or if the notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit its prize and an alternate winner may be selected at the sole discretion of the Sponsor.

If any potential semi-finalist or prize winner is found to be ineligible, or if the potential semi-finalist or prize winner is determined not to have complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential semi-finalist or prize winner will be disqualified and an alternate semi-finalist or winner may be selected at the sole discretion of the Sponsor.

PRIZES AND CONDITIONS:

AbbVie Israel will, in its sole discretion, select one or more winners of the Challenge. The winner/s of the Challenge will receive the following:

- The Sponsor will support a pilot program that includes the implementation of the solution within a medical institution/entity, with a total value of up to NIS 200,000
- Access to notable mentors and subject matter experts across a variety of fields as was detailed in the Challenge Website

semi-finalists will be required to execute an affidavit of eligibility, a liability release and (where imposing such condition is legal) a publicity release (collectively "**Prize Claim Documents**"). If a winner fails or refuses to sign and file all Prize Claim Documents within five (5) days of Sponsor's request (or a shorter time as exigencies may require), the potential winner may be disqualified and an alternate winner may

be selected at the sole discretion of the Sponsor. No cash alternative or substitution or transfer of prizes will be allowed, except Sponsor reserves the right in its sole discretion to replace prizes of comparable value, in whole or in part, for any reason.

DATES/DEADLINES: Because of the unique nature and scope of the Challenge, Sponsor reserves the right, in addition to any other rights reserved herein, to modify any dates or deadlines set forth in these Official Rules or otherwise governing the Challenge for any reason. Entrants will be notified of such changes according to the contact information provided in their Submissions. Neither Sponsor nor SNC shall be held liable for any issues of any kind related to e-mail, phone or other forms of communication.

GENERAL LIABILITY RELEASE: Each Entrant agrees that Sponsor or SNC (a) shall not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from participation in the Challenge or any Challenge-related activity; (b) shall not be responsible or liable for any losses and/or damages resulting from or related to Entrants' acceptance, receipt, possession, use, or misuse of any prize; and (c) has not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, regarding such prize's merchantability or fitness for a particular purpose. Entrants will indemnify, defend, and hold harmless each of the Sponsor and SNC, and their affiliates, or any of their respective officers, employees, shareholders or agents, from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from Entrant's participation in the Challenge. Neither Sponsor nor SNC assumes any liability for any damage to an Entrant's computer system which is occasioned by accessing the Challenge Website or other Challenge-related websites or participating in the Challenge, or for any computer system, phone line, hardware, software, or program malfunctions, or other errors, failures, delayed computer transmissions, or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Neither Sponsor nor SNC shall be liable for incomplete, illegible, misdirected, misprinted, late, lost, postage-due, damaged, or stolen entries or prize notifications; or for lost, interrupted, inaccessible, or unavailable networks, servers, satellites, internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, cable transmissions or other communications; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any Entrant who is found to be tampering with the entry process or the operation of the Challenge or Challenge Website or other Challenge-related websites, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Challenge, or to annoy, abuse, threaten, or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such Entrant to the fullest extent permitted by law.

FORCE MAJEURE: In the event an insufficient number of eligible Submissions are received or Sponsor is prevented from awarding the prize or continuing with the Challenge as contemplated herein by any event beyond its control, including, without

limitation, fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control ("**Force Majeure**"), Sponsor shall have the right to modify, suspend, or terminate the Challenge. If the Challenge is terminated for Force Majeure before expiration of the Challenge Period, Sponsor will (if reasonably practicable) select a winner from all eligible, Submissions received as of the date of the event giving rise to the termination.

These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with the law by a duly authorized representative of Sponsor.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

GOVERNING LAW/JURISDICTION: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of Entrants or Sponsor in connection with the Challenge shall be governed by and construed in accordance with the laws of the State of Israel. Any action arising out of or in any way connected with these Official Rules shall be brought exclusively in the courts of Tel Aviv, Israel.