

The Roadshow

Together Business Innovation (2018) Ltd. (the "**Organizer**") is conducting a start-up competition, in which start-up companies are invited to pitch their business plan, concept, ideas or models to a team of experts, for a chance to receive a monetary award, as detailed herein (the "**Competition**").

1. Term and Venue of the Competition

1.1 The Competition will be conducted between June 1, 2022 and July 13, 2022 (inclusive) (hereinafter referred to as the "**Competition Period**").

1.2 The Competition will be held at "Mizmor" TV studios in Petah Tikvah, (the "**Competition Venue**").

The Organizer reserves the right to change and/or to extend and/or to shorten the Competition Period and/or to cancel the Competition in its entirety, and/or change the Competition's venue or dates of the Competition's stages, for any reason that it may reasonably deem appropriate, and no claim shall be raised against the Organizer and/or anyone acting on its behalf in this regard.

2. Eligibility for Participation

2.1 Enrollment to the Competition is made on-line and it is free of charge. Enrollment shall be made by a representative of the applicant (the "**Applicant**").

2.2 All Applicants must be start-ups in high tech, after a successful POC, incorporated at least 2 years ago but not more than 10 years ago, at a company valuation of between 5M\$-50M\$ and have a connection to Israel either by Registration in Israel or by Israeli team members or by any other way of connection to the State of Israel.

2.3 In order to participate, an Applicant must complete and submit an on-line application form, available on the Competition website at: [www.tgt.co.il] (the "**Competition Website**"). The on-line application form must include responses to all mandatory areas included in the application, which also includes the acknowledgment of these Rules, and any supporting documents, as specified in the application form and/or the Competition Website.

2.4 Enrollment to the Competition will commence on the commencement of the Competition Period and will end on June 30, 2022 (the "**Application Phase**").

2.5 Applicants declare that all information and/or materials submitted to the Organizer is true and accurate as of the date of submission. Enrollment submitted following the end of the Application Phase will not be accepted. Applicants are and will not be allowed to provide further materials and/or information following the end of the Application Phase. If the Applicant uses fraudulent methods or otherwise attempts to circumvent these Rules, its enrollment and/or participation in the Competition may be disqualified at the sole discretion of the Organizer.

2.6 All Applicants that meet the requirements set out under Section 2.1 – 2.6 above, shall be considered eligible to proceed to the evaluation phase, as detailed in Section 2.7 below.

- 2.7 Following the end of the Application Phase, all eligible Applicants, including all related information and/or materials, will be evaluated by a team of experts assigned by the Organizer, on the basis of professional, financial, technological and business criteria, including, but not limited to, long-term business prospect and strategy, viability of the business plan/model/concept, team members background, expertise and professional experience, innovation, creativity, etc. (the "**Evaluation Phase**").
- 2.8 At the end of the Evaluation Phase, the Organizer will select **ten-fifteen (10-15)** Applicants, out of all eligible Applicants who have advanced to the Evaluation Phase, which will have the right to participate in the Semifinal stage of the Competition, as further described in Section 2.9 below (the "**Semi-Finalists**").
- 2.9 The semi-final stage of the Competition (the "**Semifinal Stage**") will take place on July 7, 2022, during which the Semi-Finalists will have the opportunity to pitch their start-up business to a panel of expert judges acting on behalf of the Organizer (the "**Judging Panel**").
- 2.10 Following the presentations by all Semi-Finalists, the Judging Panel will select **five (5)** Semi-Finalists whom will continue to the final stage of the Competition, as further described in Section 0 below. "**Finalists**").

The Finals stage of the Competition will take place on July 13 2022, at the Competition Venue. During this phase, the Finalists will re-pitch their start-up business to the Judging Panel.

- 2.11 Following the presentation by all Finalists, the Judging Panel will select **one Finalist** who will be entitled to a monetary award, as further detailed in Section 3 below (the "**Winner**"). The Organizer shall have a veto right regarding the selection of the Winner as detailed in this section.
- 2.12 The decision of the expert team, the Organizer and/or the Judging Panel with respect to the selection of the Applicants in each round of the Competition is at their sole and absolute discretion (respectively), and shall be final. No claim and/or demand of any kind shall be considered or accepted in this regard.
- All entrants and Applicants hereby agree that their participation in the Competition is voluntarily, and that they will not be entitled to any payments and/or royalties and/or compensation with respect to their participation in the Competition, except for the Award (if they will be eligible for it, in accordance with these Rules).
- 2.13 In case an Applicant is disqualified for any reason, during any stage of the Competition, the respective judging team shall select an alternate Applicant ranked next.

3. **The Award**

- 3.1 The Winner shall be entitled to an investment in the total amount of USD1,000,000 (the "**Award**") (based on the NIS/\$ exchange rate of up to 3.34). The investment will be granted to the Winner without any extra fees. The investment will be made by the Organizer or by way of designated SPV or by Together' investors, within 4 months from the announcement of the Winner.

- 3.2 The terms of the investment will be in accordance with the investment round conditions, at the date of the Winners' submission of the application to the competition and subject to the approval of both the Organizer and the Winner.
- 3.3 The Award is granted to the Winner solely and on the conditions set out in Section 3.1 above. The Winner and/or anyone acting on its behalf, including directors, shareholders, employees, shall not be entitled to redeem the Award in cash or cash equivalent, or to assign and/or grant interest in or pledge the Award for the benefit of any third party.
- 3.4 For the avoidance of doubt, it is hereby clarified that winning the Award includes only what is stated in these Rules. Applicants shall be solely responsible and liable to all costs and expenses incurred as a result of their participation in the Competition, including, but not limited to, travel, food, IT, etc.
- 3.5 The eligibility of each and every Applicant to win the Award will be scrutinized according to the provisions of applicable law and pursuant to these Rules. Without derogating from the provisions of these Rules and/or from any applicable law, the Organizer or anyone acting on its behalf is authorized not to grant the Award to the Winner who has won it, by way of an offence or action which is not according to applicable law and/or against the integrity of the Competition and/or which is not in accordance with these Rules, from any aspect, according to the exclusive and reasonable discretion of the Organizer.
- 3.6 As a condition for the Award, the Winner agrees that the Organizer shall have the right to communicate through any communication means, internally and/or externally, concerning the Winner's win in the Competition, to advocate the Award in such respect. The Winner shall ensure its best efforts not to withhold unreasonably its consent to such public relationship communication(s).

4. Privacy

- 4.1 Each Applicant hereby consents and confirms that all personal identifiable information included in the application form submitted to the Organizer or uploaded to the Competition Website, including in all related materials (the "**Information**") may be used by the Organizer for the purpose of carrying out the Competition, providing the Award, to communicate commercial offers to the Applicant, subject to consent under applicable law or to perform any legal obligations. The Organizer will be entitled to share the Information with third parties (such as, consultants, employees, contractors, affiliates, commercial partners, etc.) for the purposes mentioned above or in case of a legal requirement or an order by an applicable authority. Such use of the Information shall not be regarded as breach of privacy, and the Organizer and/or anyone acting on their behalf, shall not be regarded as being in violation of privacy in this regard.
- 4.2 The Applicant is under no legal obligation to provide the Information to the Organizer and providing the Information is done under his/her free will and with his/her authorization. The Applicant further represents and warrants that it has obtained all necessary permissions and consents from any data subject whose

Information is delivered to the Organizer for the Organizer to make use of such Information for the purposes detailed above.

- 4.3 The Applicants understand and agree that the Organizer or anyone acting on behalf of the Organizer shall have the right to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, the Applicants' entry, name, business bio, portrait, logo, including the Applicants' members' name, photo, voice, likeness, image, statements about the Competition, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

- 4.4 Without derogating from the above, the Organizer shall be entitled to send commercial advertisements or offers to the Applicant (including but not limited to offers to provide services of raising investments), including by way of email, SMS, facsimile or automated telephone systems, subject to consent of the Applicants in accordance with applicable law. Applicants may opt out of receiving such commercial information at any time by sending opt-out requests in one of the manners listed in the communication.
- 4.5 The Applicant hereby undertakes to communicate this Privacy Policy to any person acting on its behalf and participating in the Competition.

5. **Intellectual Property**

- 5.1 The Applicant declares that the content of the application form, the pitch and any and all related materials, are original work of authorship, and do not violate any intellectual property rights and/or any duty of confidentiality of third parties. To the extent that such content violates or that there is a reasonable suspect that of such violation, the Applicant will be disqualified from the Competition and hereby agrees to indemnify the Organizer and/or anyone on its behalf for any damage caused to the Organizer as a result.

6. **Miscellaneous**

- 6.1 Without derogating from anything stated herein, each Applicant hereby undertakes that he/she shall not include within the contents of its pitch any illegal or immoral content, or a content that contradicts the public interest, including, without limitation, defamatory content, offensive/hate content, content that breaches any IP rights (including copyrights) or any third party's rights, any content that violates the privacy of another, any content which contains pornography or adult content, child abuse or animal abuse, content which attacks or demeans a group based on religion, ethnic origin, disability, gender, age and sexual orientation, content which is misleading, fraudulent, obscene, distasteful. The Organizer and/or anyone acting on its behalf shall be entitled, according to its sole and absolute discretion, to prevent any Applicant who included such restricted content in its contents, from participating in the Competition and no claim and/or demand shall be accepted in this regard.
- 6.2 Each Applicant undertakes to hold harmless and to indemnify the Organizer, and anyone acting on its behalf, from and against all claims, suits, actions, proceedings, damages, losses or liabilities, costs or expenses (including reasonable attorneys' fees, expenses and amounts paid in settlement) incurred by the Organizer, without any limitation in time, arising out of, based upon, or in connection with the participation of such Applicant in the Competition, including, without limitation, with respect to the infringement of any intellectual property rights.
- 6.3 Applicants confirm and accept that any fault and/or delay and/or disturbance or anything of a similar nature in the Competition, including and without derogating from the generality of the above mentioned, as a result of force majeure and/or as the result of events which are not under the control of the Organizer and/or disruptions

of the Competition Website and/or other disruptions, are not considered a breach of these Rules and will not entitle the Applicants to any relief and/or right.

"Force Majeure" shall mean act of god, war, national emergency situation, stock market turbulence, pandemic (including Covid-19), legislative writs and/or orders by any of the governmental authorities and/or the municipality and/or military which prevent the realization of the Award, terror attack, mourning (including national mourning), airport strikes, weather conditions etc.

- 6.4 By participating in the Competition, each Applicant accepts these Rules, including all the conditions contained herein.
- 6.5 In the event of any contradiction and/or discrepancy whatsoever between the provisions of these Rules and any other publications by means of any media (including the Competition Website), then the provisions of these Rules shall prevail in every instance
- 6.6 The Organizer shall be entitled to change these Rules at any time, according to its reasonable discretion and the updated Rules shall obligate all Applicants from the date of their publication in the Competition Website.
- 6.7 Participation in the Competition is the exclusive responsibility of the Applicant. The Organizer and/or any one acting on its behalf, bears no responsibility for any damage which is caused and/or shall be caused to an Applicant as a result of and/or in connection with his participation in the Competition and/or in connection with the Award.