

CIMICOMP2018

China-Israel Medical Innovation Competition

(The "Competition")

Competition Rules, Terms and Conditions

1. Competition Official Rules

1.1 By submitting an application form and entering this Competition, candidates agree to abide by all terms and conditions of CIMICOMP2018 official rules (the "Official Rules"). The laws of the State of Israel shall govern this competition.

1.2 Applications will be considered if submitted according to these rules and by the submission deadline. Late submissions will be disqualified.

2. Facilitator

2.1 The Competition is organized and facilitated by CimiComp LTD. With its offices located at 4 Berkovich St., Museum Tower, Tel-Aviv (the "Facilitator").

3. Aim of the Competition

3.1 The aim of the Competition is to identify leading Israeli Life Science innovative companies, provide fast investment in the form of a convertible loan, examine technology fit for the China market, lead upcoming investment rounds and support future phases of China growth and development.

4. Eligibility/Candidacy

4.1 The Competition is open to startup companies who are engaged in research, development or commercial technologies in the Life Science arena, including, but limited to, medical device, IVD and medical IT companies, and who are in compliance with the criteria set forth below.

1. Post regulatory submission (CE/FDA) or verification of strong clinical evidence.
2. Over 12 months of operation.
3. Minimum investment of \$800K.

4. Minimum of 3 employees.
5. Active membership in IATI (Israeli Advanced Technology Industries www.iati.co.il)

5. The Process

5.1 To enter the Competition a team must submit an application from October 18th 2017, to November 30th or any later date published by the organizers.

5.2 All applications will be reviewed and chosen applicants will be asked to provide additional information including their presentation in PPT format and proof of IATI membership (Please note IATI offers reduced membership fees of 400 NIS to applicants). The Facilitator will translate the Presentations to Chinese (at no cost to the Company).

5.3 Chosen applicants will be invited to present their applications on January 14th-17th, 2018, to a committee composed of experts (the "Screening Committee"). Following finalization of the screening process, the Screening Committee will pick the winners.

5.3 The identity of the winners of the Competition will be announced on January 18th, 2018 at CIMICOMP2018 Event.

6. Competition Schedule

October 18th, 2017, announcement & call for applications.

November 30th last day for application

January 14th-17th 2018, company presentations.

January 18th, 2018, winners Announcement.

7. Award

7.1 The winner of the Competition will be awarded with cash prizes of US\$ 400,000 / US\$ 600,000 / US\$ 1,000,000 in the form of a convertible loan (the "Award"). The award will be given to the company within 21 days of signing the "Advance Investment Agreement" and providing the "Due Diligence declaration".

7.2 The description of the Award in these Official Rules or in any of the Facilitator's advertisements is for illustrative purposes only and does not bind the Facilitator or anyone on its behalf.

7.3 The Facilitator shall have the sole discretion to make any decision with regard to the grant of the Award, including, the determination of the date of grant, the date of realization of the Award, the

duration of the Award, and any other details regarding the Award. The participants or winner shall not have any demand, claim or arguments in this regard.

7.4 In the event where the winning company will be disqualified, the Screening Committee may replace them with another team or may not give away the Award at its sole discretion.

7.5 Eligibility for the Award is not assignable or transferrable. The Award (whole or in part) is not transferable, including into a cash payment or into other in-kind payment or in any other way.

7.6 The Facilitator or anyone on its behalf shall not be held responsible in any way for the quality or nature of the Award, abnormality or discrepancy of the Award, the delivery of the Award, the consequence arising from the realization of the Award or non-realization of the Award, or any other matter relating to the Award, and will not be held responsible for an event, damage, expense or loss that the winning company may incur, directly or indirectly, including financial damages, physical damages or any other damages in connection with the Award, its realization or non-realization for any reason, and the winning company shall not have any argument, demand or claim against the Facilitator or anyone on its behalf.

7.7 The Award includes only as described in these Official Rules. Any additional expenses, including any taxes, deduction or demand for payment will be at the sole expense of the winning company, and will be a condition as for the realization of the Award. If required by law, the Facilitator may transfer to the tax authorities personal information of the winning company or to withhold tax at source as may be required by applicable law. The Facilitator will not be responsible for any tax charges with regard to the winning.

7.8 The Facilitator may decide not to grant the Award to the winning company, cancel the Award or the Competition, in whole or in part, in any case where it is suspected that a candidate or a participant, including the winning company, directly or indirectly acted (in this matter) against the Official Rules, in bad faith or committed an offense or act which is not lawful, in connection with their participation in the Competition, in all stages, all at the discretion of the Facilitator, and no candidate or participant shall have any arguments, demands or claims in this regard.

8. Use of personal information

8.1 The participants undertake that all the information given to the Facilitator of the competition is non-confidential and that the facilitator has the right to present the information to any given third party, including among others the Facilitator Partners, Investors and Providers.

8.2 By participating in the Competition, the candidate provides the Facilitator an irrevocable right to use any non-confidential information provided by the participating team in scope of the Competition, in any way, at its' sole discretion, including for the purpose of publications and presentation of the information by the Facilitator or anyone on its behalf (including commercial and advertising information), in accordance with any applicable, including the Privacy Protection Law 1981.

8.3 The Facilitator reserves the right to publish the winning company's, or the other participants' personal information provided as part of the Competition, in all media channels, including, but not limited to, in newspapers, newsletters, television, radio, Facebook, Linked-in (or other social media platforms), or in any other websites (including the Competition's or Conference's website), all – at Facilitator's sole and absolute discretion.

8.4 The participants shall have no arguments, demands or claims against the Facilitator with regard to the use of details or information that the participant provided as part of the Competition, including their publication.

8.5 For the avoidance of doubt, it is hereby clarified, that participants will not be entitled to any payment, reward, salary or compensation of any kind in the event that the Facilitator has used their information, including for the purpose of publications/advertisements.

8.6 By participating in the Competition, all of the participants agree: (1) to deliver to the Facilitator their full information and to be interviewed in the matter of winning the Competition; (2) that the Facilitator shall be entitled to cover, publish, photograph and otherwise use, in accordance with any applicable law and regulations, their names, photograph, or winning of the Award in different media channels, including television, newsletters, radio, Facebook, Linked-in, or in any other social media platforms, websites, or newsletters, free of charge and without any restriction, including time-restriction, and all for the publication, public relations and promotion or for any other purpose as shall be determined by the Facilitator.

8.7 The participants hereby waive, for no consideration, any right or claim with regard to the use of their photographs, names or their information by the Facilitator in scope of any publication concerning the Competition. For the avoidance of doubt, it is clarified that the foregoing does not impose any obligation on the Facilitator to publish the photos, names, products, information and/or the winning itself.

8.8 Facilitator will have the intellectual property rights in all coverages, publications and photographs specified above (including copyrights and trademarks).

9. Guarantees and indemnities

9.1 By accepting these Official Rules to the request of participation, any participant participating in the Competition hereby states and guarantees that the startup submitted: (a) is original and, in its respect, the participant has the rights to participate in the Competition; (b) it is unaware of any breach of third party rights, including rights related to trademarks, patents, and industrial secrets, copyright, rights arising from agreements or licenses, rights related to privacy, moral rights, rights of publicity or image rights; (c) is not intrinsically defamatory or outrageous nor it has any content capable of damaging the name, the honor or the reputation of the Facilitator, or of any subject involved in the Competition; and (d) does not contain characteristics aimed to promote offensive, threatening, harassment and intimidation behavior.

9.2 The participants in the Competition shall state, upon submission of candidature, to fully indemnify and hold harmless the Facilitator from any proceeding or claim made by any third-party, for infringement of one of the provisions, and for the maximum term permitted by law.

9.3 Without prejudice to the above, upon submission of candidature, the participant hereby authorizes the Facilitator to: (a) use its/his/her name, company name and image for promotional and advertising purposes, as well as the name, the image and the symbols identifying the project submitted; (b) make available for the public the material of the project on any of its websites or on third-party website/s; (c) exhibit the project and related material during possible conferences, conventions and seminars; and (d) notify to third-parties interested the information required to invest in development, marketing and economic exploitation of the project.

10. Miscellaneous

10.1 The results of the Competition, or any matter relating to them, will be final, definitive and not open to appeal.

10.2 For the avoidance of doubt and without derogating from the generality of the foregoing, it is clarified that the Facilitator holds the sole and exclusive discretion in any matter whatsoever pertaining to the Competition, including the Official Rules, the duration of the Competition and the identity of the nominees (including in relation to any “alternative candidate” – it being

the participant who was rated after the unqualified candidate), and the beginning and the end of the participation in the Competition.

10.3 The Facilitator shall decide upon any controversy, matter or issue with regard to the Competition, including in the event of a violation of these Official Rules, disqualification of participants, and in any case of a misunderstanding, doubt or difficulty in connection with the Competition including the interpretation of these Official Rules or with connection to the violation of the Official Rules. The decisions and resolutions of the Facilitator said in these Official Rules will be final, definitive and not open for appeal, and the participants will have no claim or demand against the Facilitator or his representatives in these regards.

10.4 Facilitator may at any time, at its sole discretion and for any reason, terminate or cancel the competition, to modify the Official Rules, modify the conditions of competition and participation, extend or shorten the competition or other dates and/or the number of nominees selected in the competition and/or the number of winners chosen and/or the Award, including in an event where it turns out that there have been a malfunction, disruption, prevention or interruption which may prevent or delay the ability to participate in the Competition, including technical failure, mechanical failure, and/or human error (hereinafter: the Disruption), including due to constraints that do not depend on the Facilitator and/or if it transpires that the fairness or appropriateness of participation in the contest have been jeopardized and/or any other reason.

10.5 Each participant agrees by Submissions to the Competition that in any case it will be canceled or modified as provided in Section 10.4 above, the Participant will have no claim or demand regarding the cancellation or modification against the Facilitator or its representative. The Facilitator will publish the revocation or modification (as applicable) of the Competition in any way it sees fit, at its sole discretion. For the avoidance of doubt, the execution of the cancellation or any such change shall be deemed as a supplement or modification to these Official Rules and shall bind the participants.

10.6 In any event where a participant (including the winner) will violate these Official Rules, including whether it turns out that he was among those forbidden to participate in the Competition according to these Official Rules or that he had violated the terms and conditions of these Official Rules, in whole or in part, or that he violated any law provisions or that he was not supposed to make it to the final stage or the next stage of the process or to win the Award, the Facilitator may, at its discretion, cancel his participation and the participant shall have no argument, demand or claim in this regard.

10.7 For the avoidance of doubt, these Official Rules are purely for the purpose of a marketing Competition, and shall not be considered as a Competition as defined in section 224 of the Israeli Panel Code, due to the fact that the winning does not depend on fate.

