

Terms and Conditions of the Michal Sela Safe@Home Hackathon 2022

By clicking the “accept” or “ok” button and submitting a registration form to participate in the Michal Sela Safe@Home Hackathon you expressly acknowledge and agree that you agree to comply with, and be legally bound by the following Hackathon terms and conditions. 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 these terms and conditions please do not register or submit any application to participate in the Hackathon.

1. **Background**

The Michal Sela Forum R.A. (“**Michal Sela Forum**”) was established in memory of its namesake, following the brutal murder of Michal Sela by her husband in her home on October 2019.

The Michal Sela Hackathon is a unique aimed to encourage the development of innovative technological tools, with the purpose of saving women’s lives through prevention of domestic violence (hereinafter: the “**Hackathon**”). This Hackathon is an initiative led by the Michal Sela Forum (hereinafter: the “**Organizers**”). This will be the third time the Hackathon has taken place.

“Nothing About Us Without Us”

Survivors of domestic violence will take control by leading initiatives to be developed as contenders. The principle behind this concept sits on the understanding that no one can know better, than survivors of domestic violence, what are the needs, challenges and obstacles when aiming to develop real practical solutions to this issue.

2. **The objectives of the Hackathon**

- 2.1. Initiating an innovative, interdisciplinary discussion concerning domestic violence, thus raising awareness of the issue and steering the focus of the conversation to a more solution-oriented discourse.
- 2.2. Creating a suitable environment for the development of life-saving, technological initiatives, which will constitute a significant step forward in the war against domestic violence. Each Team (as defined below), including any Team Leader and Team members, and together with the Mentor (as defined below) (collectively, hereinafter: the “**Contenders**”) will work together for the consolidation of solutions to challenges presented by the Organizers.

3. **Who may apply for the Hackathon?**

- 3.1. Any individual of 18 years of age or older. To the extent that an applicant under the age of 18 wishes to apply for participation in the Hackathon, he/she must contact the Organizers first at [h@michalsela.org.il].
- 3.2. The Organizers wish to encourage the submission of the following Applicants: entrepreneurs with life-saving technological ideas; technological oriented individuals (with skills such as programming, digital marketing,

etc.); experts (from fields such as legal, technological, domestic violence, etc.); Mentors who will be asked to provide assistance and consultation for the Contenders throughout the Hackathon; and technical staff.

3.3. In addition, the Organizers have reached out to a group of domestic violence survivors and provided them with entrepreneurship workshops. Certain participants of these workshops, have been chosen to participate in the Hackathon.

4. Registration for the Hackathon

4.1. The registration will be according to Section 5.1 below. The Organizers reserve the right to modify the aforesaid dates, by posting notice to that effect on the Hackathon website [<http://www.h-michalsela.org/>] (hereinafter, the “**Hackathon Website**”).

4.2. The submission of an application to register will be free of charge and will take place on the Hackathon’s Website, by filling out a registration form to participate in the Hackathon as a Contender (as a Team member/Team leader and/or Mentor). The registration form will also include the option to submit initiatives for the Hackathon (hereinafter: the “**Initiatives**”).

4.3. Any person interested in submitting an Initiative and/or an application to participate in the Hackathon (collectively, the “**Applicants**”) will provide, upon its registration to the Hackathon, the following details: full name, telephone number, email address, profession and workplace.

4.4. It is hereby clarified that the responsibility for providing the aforesaid details rests solely with the Applicants and that the Organizers have no, and will have no, responsibility for the veracity and/or accuracy of the details provided in the manner aforementioned.

4.5. Any Applicant will be deemed to have agreed, confirmed and warranted, in its name and on the behalf of any representative thereof who wishes to take part in the Hackathon, that (i) he/she read these Terms and Conditions and agreed to be bound by them and that he/she agreed to registration and participation in the Hackathon and (ii) he/she has the right to participate in the Hackathon according to these Terms and Conditions, has obtained all approvals, consent and authorizations required from any party, for his/her participation in the Hackathon, and does not require any further consents or approvals, and is not in breach of any undertaking, policy or contractual commitment, including from or with respect to any employer, company or academic or military institution.

4.6. In any event that an Applicant and/or any Contender breaches these Terms and Conditions and/or any of its obligations hereunder, the Organizers may terminate his/her participation in the Hackathon and/or its eligibility to win the Hackathon and/or its eligibility to participate in the Accelerator program (as defined below). The Applicant and/or any Contender waives in advance any demand and/or claim and/or action against the Organizers in this regard.

5. The Hackathon and its Stages

- 5.1. **Registration for the Hackathon:** The registration to the Hackathon will commence on April 7th, 2022 through the Hackathon Website. The registration of Initiatives will close on May 7th, 2022. The registration of Applicants will close on May 21th 2022.
- 5.2. **Notice of Selected Applicants and Initiatives:** The Organizers will review the applications and at its sole discretion either confirm or reject the participation of the Applicants and Initiatives. The list of selected Initiatives for the *quarter finals* of the Hackathon (hereinafter: the “**Selected Initiatives**”) will be on May 9th, 2022. The entrepreneurs, responsible for the Selected Initiatives (hereinafter: the “**Team Leaders**”), will be notified on this regard and on the expected schedule to follow.
- 5.3. **Using the Hackathon virtual platform:** All Team Leaders shall receive an email explaining how to use the virtual platform and will be able to contact the platform Teams for questions.
- 5.4. **Grand Public Opening of the Hackathon:** Starting on May 15th, the grand opening will include a public launch of the Hackathon and of the Team Leaders’ booths, in which the Selected Initiatives will be presented. During the grand opening, Contenders of the Hackathon will be meeting with Team Leaders in their booths, to learn about their Selected Initiatives. Contenders may ask to join the Teams in developing these Selected Initiatives. Each Team Leader will be responsible for putting together a Team (hereinafter: the “**Team**”). In addition, each Team Leader should enlist one mentor for his/her Team, who will be providing consultation and assistance for the Team in their development of the Selected Initiative (hereinafter: the “**Mentor**”, who, for clarity, shall accompany but not be included in the Team). **On May 21th, the registration of Applicants to the Hackathon will end** and each Team Leader will be required to provide the Organizers with a list of the Team members joining his Team. Further instructions will then be handed to the Contenders.
- 5.5. **Hackathon:**
 - 5.5.1. The Hackathon will take place from May 23rd to May 25th, 2022, and will be judged by a panel of judges, at their sole discretion (hereinafter: the “**Hackathon Panel**”). The leading Selected Initiatives will qualify for the Hackathon semifinals.
 - 5.5.2. Hackathon *semifinals*: By May 25th, 2022, each Team will be required to submit a 2 minute video clip presenting their Selected Initiative. The leading Selected Initiatives will qualify for the Hackathon finals.
 - 5.5.3. Hackathon *finals*: The finals will be held on May 25th, 2022 at the National Presidential residence, in the presence of the President of the State of Israel, Mr. Isaac Herzog, and the Hackathon Panel. Following presentations by the Teams of their Selected Initiatives, the winners of the Hackathon will be announced.
 - 5.5.4. The Organizers are not required to notify Contenders who have not qualified to the next stages of the Hackathon.

6. Selected Initiatives criteria

- 6.1. Any submission of an Initiative will be thoroughly reviewed as follows:

Relevance – The Initiative is expected to engage with at least one of the Hackathon challenges, and to provide a real practical solution to them (The Hackathon challenges can be found on the Hackathon Website).

Innovation – The Initiative must propose a technological idea that demonstrates “outside the box” thinking; an interdisciplinary innovation which combines different disciplines; preferably an innovative idea that challenges existing perceptions and solutions in the field of domestic violence, including substantial upgrades to existing products.

Impact and scale potential – The Initiative is expected to achieve high impact on diverse audiences and can scale to other markets outside of Israel.

Exclusivity – It is possible that similar initiatives may be submitted. In such event, the Organizers will determine which Initiative is to be further reviewed, based on the Initiative that better met the requirements of the Hackathon. Alternatively, the Organizers may propose to entrepreneurs with similar Initiatives to join forces.

Feasibility – The Organizers will consider the possible challenges that the Initiative can face, including technological, legal and ethical challenges.

General impression, Team diversity and quality of presentation – Social diversity among the Team members; Level of commitment to the Initiative and to its development; performance of presentations.

7. The prize

7.1. The Hackathon Panel will announce the final three (3) winning Initiatives of the Hackathon, and the Team responsible for each such Initiative. The winning teams will be awarded with a monetary prize (to be determined at the Organizers’ sole discretion). The prizes shall be used for the purpose of establishing the Legal Entity (as defined below) for the benefit of developing the Initiatives, and will be granted to the Team in installments, in accordance with milestones to be determined by the Organizers (at their discretion) and subject to the development progress of the Initiative. It is hereby clarified that in the event the Team has not claimed the prize within twenty (20) months as of the completion Hackathon, or in the event no Legal Entity was established within such period of time, such prize shall be owned by the Michal Sela Forum.

7.2. It is hereby clarified that the Contenders in the Hackathon are neither offered nor deemed bound or party to any commercial or other type of engagement with any Organizer, other than their voluntary participation in the Hackathon.

8. The “Accelerator” Program

8.1. Following the Hackathon, the Michal Sela Forum may choose several Teams which will be provided with the opportunity to participate in the exclusive “**Accelerator**” Program, in which they will be given tools and assistance for the purpose of realizing their Initiative.

9. Legal Entity; Warrant; Intellectual Property Rights

- 9.1. To the extent that as a result of the Hackathon, all or part of a Hackathon Team desire to establish a legal entity (“**Legal Entity**”) designated for commercializing the Proprietary Materials (as defined below), such Legal Entity shall constitute the sole owner of such Proprietary Materials.
- 9.2. To the extent a Legal Entity is incorporated or is in the process of being incorporated, the Participants constituting the applicable Hackathon Team shall promptly inform in writing the Michal Sela Forum of such incorporation (the “**Incorporation Notice**”), and Michal Sela Forum will be granted with a warrant to purchase equity securities of the Legal Entity of the same class issued to the founders of the Legal Entity upon incorporation, in an aggregate number shares equal to three percent (3%) of the fully diluted share capital of the Legal Entity as of immediately following such incorporation of the Legal Entity (taking into account, without limitation, all convertible securities, option pool and promised securities of any kind), with an exercise price equal to the par value of one share of the Legal Entity (and in the event of no par value, with exercise price of Zero) and exercisable (by way of cash or cashless exercise) until the earliest of (i) ten (10) years following the Financing; (ii) immediately prior to the consummation of an M&A event; or (iii) the initial public offering of the Legal Entity’s securities to the public (including by means of a SPAC transaction) (the “**Warrant**”). The Warrant shall also include standard adjustment provisions upon recapitalization and shall be in the standard form of Michal Sela Forum.
- 9.3. Notwithstanding the foregoing, in the event that no Legal Entity is incorporated by the date which is twelve (12) months following the end of the Hackathon (which is anticipated to be May 25th, 2022) (the “**Applicable Date**”) and no Incorporation Notice is received by the Michal Sela Forum by the Applicable Date (whether or not a Legal Entity was incorporated), then, commencing as of the Applicable Date, each Contender of the Team hereby irrevocably and unconditionally assigns and transfers all such Proprietary Materials to the Michal Sela Forum, effective as of the Applicable Date. Hereinafter: the Legal Entity and/or the Michal Sela Forum, as applicable according to the above, shall be referred to as the “**Designated Owner**”.
- 9.4. The Designated Owner shall be the sole and exclusive owner of any and all materials provided by a Contender in connection with the Hackathon, including, without limitation, any and all, protocols, techniques, procedures, discoveries, inventions, methodologies, improvements, know-how and original works of authorship, and all materials, texts, drawings, specifications, reports, presentations, including without limitation, reports, data, and other recorded information, in preliminary or final form, that result from or are suggested by a Contender in connection with the Hackathon, or that are created, developed, conceived, reduced to practice, discovered, invented or made by the Contender (whether solely or jointly with others) in connection with the Hackathon, and/or any Selected Initiatives, or any related webinar, workshop, and/or pertaining to the Michal Sela Forum’s activities, and all Intellectual Property Rights therein, collectively the “**Proprietary Materials**”). The Michal Sela Forum will receive either the source or a copy of such Proprietary Materials, which will be held in Michal Sela Forum’s possession for a period of twelve (12) months following the completion of the Hackathon, during which the Team may or may not establish a Legal Entity. Each Contender hereby assigns and transfers to the Designated Owner all right, title and interest that the Contender may now or hereafter have in the Proprietary Materials. Contender agrees to: (i) promptly disclose to the Designated Owner the creation or existence of all Proprietary Materials; and (ii) take such action, during and after the Hackathon, as the Designated Owner may request, to evidence, transfer, vest or confirm its right, title and interest in and to the Proprietary Materials;

and (iii) to the extent necessary, irrevocably appoint the Designate Owner as its attorney-in-fact to execute assignments of, and register all rights to, the Proprietary Materials and the Intellectual Property Rights therein. Designated Owner shall reimburse Contenders/Team member for all its directly related out-of-pocket expenses evidenced in connection therewith. Contender shall not be entitled, and hereby waives now and/or in the future, any claim, to any right, compensation, royalty and/or reward in connection with said Proprietary Materials and waives and vows never to assert any moral rights therein. For purposes hereof, “**Intellectual Property Rights**” shall mean all worldwide: (a) patents, patent applications and patent rights; (b) rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions, mask work rights, mask work applications and mask work registrations; (c) rights relating to the protection of trade secrets and confidential information; (d) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (e) divisions, continuation, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.

- 9.5. Each Contender hereby represents and warrants that he/she will neither use in connection with any Proprietary Materials and/or any submitted proposal nor incorporate therein, any data, information, materials, trade secrets, inventions and the like that are the intellectual property of or subject to the rights of third parties, including without limitation, past or current employers.
- 9.6. In the event a dispute arises between the members of the Team with respect to the establishment of a Legal Entity, and/or in the event several legal entities are established in connection with a Selected Initiative and/or Proprietary Materials, the Organizers shall be appointed to serve as the competent arbitrator, and shall resolve any disputes regarding thereto, including without limitation any dispute concerning the Intellectual Property Rights.
- 9.7. It is further clarified that any service provided by the Mentor to the Organizers or to the Contenders, including but not limited to, consultation, assistance or knowledge, shall be given on a voluntary basis and with no proprietary limitations or obligations towards the Mentor. The Mentor further undertakes to ensure the absence of a conflict of interest and of any involvement by a third party, in any form, with respect to the services provided by him.
- 9.8. Subject to Section 10.2, all Proprietary Materials shall be deemed confidential and cannot be shared with or disclosed to any third party, other than by Hackathon Team (during the first six (6) months following the Hackathon) or the Designated Owner (following such first six (6) months following the Hackathon). Without derogating from the foregoing, this shall not prohibit Contenders from sharing Proprietary Materials developed by them or their Team, with the Organizers and/or their Team members in connection with and during the Hackathon. Notwithstanding the above, a Team member may disclose Proprietary Materials to consultants or agents with a reasonable need to know and under obligations of confidentiality.

10. Publicity and Attribution, Release of photos / videos

- 10.1. Unless otherwise requested by the Michal Sela Forum, each Legal Entity, or Hackathon Team in the event that such Legal Entity was not established yet, shall be required to publicly state and credit the Michal Sela Forum, in any publication relating to the Legal Entity, to the Hackathon Team, including, but not limited to, in their official website, web or mobile application and social media pages. For the sole purpose mentioned

above, the Michal Sela Forum hereby grants to the Hackathon Team and, if applicable, Legal Entity a limited, non-exclusive, revocable license to use Michal Sela Forum's trademark(s), logo, and/or name, in accordance with any guidelines provided by the Michal Sela Forum.

- 10.2. The title, general description, and any promotional material such as video clips, in connection with the Initiative (whether prepared by the Team or otherwise) shall be referred to as “**Information Permitted for Disclosure**” and the Organizers will have the right to record any activity of any Contender during the Hackathon and to use the names of the Contenders and the Information Permitted for Disclosure on any document, publication or materials prepared by the Organizers including PR or promotional materials. The Organizers may use any photos, videos, clips or quotes taken during the Hackathon, as they shall deem fit at their sole discretion, for no consideration and without any time-related or media-related limitations. Moreover, the Team members and/or Legal Entity agrees that Organizers and/or the Michal Sela Forum may include their name and/or logo in marketing and promotional materials.
- 10.3. Without derogating from the generality of the foregoing, Contenders hereby give their prior consent to documentation and publication of their names and Initiatives, as documented by the Organizers, in newspapers, on television, on the Internet, including on social networks or any other media without any limitations or conditions.

11. General

- 11.1. Any reference in these Terms and Conditions to the masculine form is made for convenience purposes only, and equally refers to women and men alike.
- 11.2. The Organizers reserve the right to disqualify any Contender who disrupts or disturbs the proper conduct of the Hackathon or who acted in violation of these Terms and Conditions.
- 11.3. Except with respect to any willful misconduct of the Organizers, Contenders and Applicants will have no and hereby waive any claim or right whatsoever with respect to the Organizers and the Organizers will have no liability to any Contender and/or Applicant in connection with any omission or action taken by the Organizers and/or others on their behalf, or in connection with any malfunction or error.
- 11.4. The Contenders hereby agree and acknowledge that information gathered in the course of the Hackathon and/or which they share with the Organizers, including Contenders' personal data, may be retained by the Organizers and used for the purpose for which it was provided, for the operation and execution of the Hackathon and as set forth in Section 10 above.
- 11.5. The Organizers will have no responsibility for: (1) any erroneous or inaccurate information, whether the same was provided or caused by the Organizers or any representative thereof or by the Contenders, as a result of typing errors or by any equipment or software related or used by the Hackathon, (2) technical failures of any kind, including, without limitation, malfunctions, disruptions or disconnections in telephone lines, internet, computers, hardware or software or in any infrastructure made available to the Contenders, (3) technical or human error, which might occur in the course of the Hackathon or the processing of records, and/or (4) any personal injury or damage to property which might be caused, directly or indirectly, fully or partially, by the participation of a Contender in the Hackathon. The Organizers are hereby released from and against any claim, expense or liability, including against negligence, infringement of privacy, defamation,

infringement of copyright, trademarks or intellectual property rights, and against personal injury or damage to property of any kind.

- 11.6. The Organizers may postpone or cancel any activities, in whole or in part, or amend any dates, for any reason whatsoever, in their exclusive discretion upon posting notice to that effect on the Hackathon Website. The Organizers may, from time to time, for any reason whatsoever and without having to construe their decisions of any kind or at any stage, modify these Hackathon Terms and Conditions in their exclusive discretion upon posting notice to that effect on the Hackathon Website.
- 11.7. It is the responsibility of the Contender to bear the actual expenses he will incur as part of the Hackathon and any tax, expense or payment due to any prize.
- 11.8. Delay in awarding the prize, shall not deem to be a cause of claim against the Organizers or others related to the Hackathon.
- 11.9. Contender is aware of and agrees that Organizers do not guarantee any prize, even if all other Contenders are disqualified, and that he/she may not rely on the expected or anticipated Hackathon or any prize or benefits that may occur.
- 11.10. All decisions made by the Organizers are not challengeable.
- 11.11. In the event of any contradiction between these Terms and Conditions and any other publication that pertains to the Hackathon, the provisions of these Terms and Conditions will prevail, unless the publication explicitly notes otherwise.
- 11.12. Any dispute, claim or action deriving from or related to this Hackathon will be settled exclusively by the competent court in Tel Aviv - Yafo.