

Shapir Access Hub Hackathon – Terms and Conditions

These Terms and Conditions ("**Terms**") govern your participation in the Shapir Access Hub Hackathon competition relating to sustainable construction materials and methods ("**Hackathon**"), which is managed by Shapir Industries Ltd., a company incorporated in the State of Israel with Company No. 510325053 on behalf of the Shapir Group ("**Shapir**", "**us**", "**our**", or "**we**"). Our Privacy Notice, available at [<https://contech-access.com/>]("**Privacy Notice**") governs our collection, processing and transfer of any Personal Data (as such term is defined in the Privacy Notice). "**You**" means an individual participating in the Hackathon.

Please read these Terms carefully. By clicking on the button marked "I agree" you signify your assent to these Terms. If you do not agree to any of these Terms, please do not click the button marked "I agree" and do not participate in the Hackathon.

1. Participation in the Hackathon.

- 1.1. Your participation in the Hackathon is subject to these Terms. We may, at our sole discretion and at any time, modify or discontinue the Hackathon or any part thereof and shall not be liable for any such modification or discontinuance.
- 1.2. The Hackathon relates to sustainable construction materials and methods, which may include recyclable materials, recycling of construction waste, recycling of demolition materials, new chemicals that are less harmful to the environment, improvement of existing products and processes to reduce environmental impact, reduction of the use of harmful substances, or other sustainability solutions.

2. Eligibility.

- 2.1. The Hackathon is intended for individuals or groups of up to five people (any such individual or group submitting an application, a "**Group**") located in Israel. The Hackathon is open to Israeli citizens.
- 2.2. By registering for the Hackathon, you represent and warrant that (a) any and all application information you submit is truthful and accurate; (b) you and all members of your Group are at least 18 years old, are Israeli citizens, and have the ability to form a binding contract; (c) your participation in the Hackathon does not violate any applicable law or obligation you may have; and (d) you and all members of your Group shall comply with applicable laws and these Terms throughout your participation in the Hackathon. To the extent you submit any information related to additional applicants in your Group, you represent and warrant that you have the full right and consent if and as required under applicable law to provide any Personal Data of any additional applicants.
- 2.3. To register for the Hackathon, you must provide all requested information. At our sole discretion, we may refuse to allow any individual to register and may, at any stage, terminate the applications of anyone we believe to have violated these Terms or acted in any way that is illegal or harmful to others and/or Shapir.

3. Hackathon Process and Timeline. The Hackathon will be conducted in three phases:

- 3.1. Phase I – Applications: Each Group may submit an application, including a one-page abstract with a summary of their proposal ("**Proposal**") as part of Phase I of the Hackathon no later than 23:59 IST on the deadline listed in the Hackathon description as published by us. A panel of judges ("**Panel**") we appoint will select between five and seven Groups to advance to Phase II. The Proposal may not be related to a commercial product or product that is in development by an existing company.
- 3.2. Phase II – Full Proposal: The Groups that have been selected to advance to Phase II will submit within the time frame listed in the Hackathon description a full proposal, including: (a) a statement of the problem, (b) a short review of existing solutions, (c) the proposed solution, (d) description of the innovation, (e) advantages and disadvantages versus existing solutions, (f) global market potential estimates, (g) development program and tasks up to a pilot experiment, (h) expected direct expenses (without salaries) required up to an including the pilot, (i) previous publications and patents, if already filed. Shapir resources, including professional advisers and personnel, will be made available for support during this period. Each Group will prepare and submit a printed Proposal of up to 10 pages by said deadline.
- 3.3. Phase III – Pitch and Determination of Winner: Each Group will pitch their Proposal to the judging Panel using the presentation created during Phase II, including a question-and-answer session with the Panel. The Panel will select a winner of the Hackathon. All decisions of the Panel are final and not subject to appeal.

4. **Winners and Prizes.**

- 4.1. The Group that wins first prize in the Hackathon will be offered the opportunity to enter into a pilot agreement with Shapir for development of the idea underlying the Proposal, including support for patent registration, participation in Shapir's Access Innovation Hub, and one year of mentorship, altogether valued at NIS 100,000 worth of services. The specific terms of the pilot agreement to be entered will be agreed between the parties, provided that it will include the following minimum term: In the event that the winner grants an exclusive license to a party in Israel in connection with a product developed with Shapir's support, Shapir shall have the right of first offer to engage for an exclusive license.
- 4.2. The Groups that win second and third prizes will each receive twenty (20) hours of mentoring by the CEO of Shapir's Innovation Project over the course of six months, as well as an orientation meeting and consultation with Shapir experts.
- 4.3. Additional prizes may be awarded to other participants.

5. **Content of Submissions.**

- 5.1. You are and shall remain at all times fully and solely responsible for any content included in any Proposal. You represent and warrant that your Proposal (i) is your original idea; (ii) complies with all applicable law; (iii) does not infringe or violate any third-party intellectual property, privacy or publicity rights, moral or other rights; and (iv) that you have all necessary rights, licenses and authorities to include such content

in your Proposal.

- 5.2. Without limiting the foregoing, you agree that you will not submit any Proposal that:
(i) violates any legal rights of others and/or does not comply with all applicable laws, rules and regulations; (ii) is stolen, illegal, counterfeit, fraudulent, pirated, violent or unauthorized; and/or (iii) includes content that is or includes (a) offensive (including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such an entity), (iv) racially or ethnically insensitive, defamatory, harassing or threatening, or (v) anything that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate or offensive.
6. **Intellectual Property.** You have all right, title and interest in your Proposal. By submitting a Proposal, you grant us a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license under any of your intellectual property, or moral rights to use the subject of your Proposal in connection with marketing and promoting the Hackathon.
7. **Publicity.** You agree that details of your participation in the Hackathon Proposal and details about you and other applicants may be published by us and third parties in connection with the Hackathon. In addition, you acknowledge that the pitch even will be recorded and live-streamed and you agree that we may publish or otherwise use photos or video recordings taken in connection with the Hackathon for promotional purposes. You further agree to provide reasonable cooperation in connection with any articles, interviews, or other publicity efforts relating to the Hackathon. You hereby waive any claims with regard to use of any of your information including the Proposal and/or any Personal Data in connection with this Hackathon.
8. **Disclaimer of Warranty and Limitation of Liability.** WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO YOUR PARTICIPATION IN THE HACKATHON. NO ADVICE OR INFORMATION YOU RECEIVE SHALL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY STATED HEREIN. YOUR PARTICIPATION IN THE HACKATHON DOES NOT GUARANTEE THAT YOUR PROPOSAL WILL RESULT IN A (SUCCESSFUL) PRODUCT, SERVICE OR IDEA. IN NO EVENT SHALL SHAPIR OR ITS OFFICERS, DIRECTORS, OR EMPLOYEES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE HACKATHON, WHETHER OR NOT THE DAMAGES ARE FORESEEABLE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL OUR CUMULATIVE LIABILITY TO YOU EXCEED US\$100.
9. **Indemnification.** You agree to indemnify and hold harmless Shapir and its affiliates, employees, directors, officers, service providers and subcontractors, against any and all claims, damages, costs, losses, liabilities or expenses that arise directly or indirectly from: (a) any claim, loss or damage experienced from your participation in the Hackathon; (b) your violation of these Terms, any law or regulation or any of your obligations, representations, or warranties hereunder; (c) your infringement of any right of any third party; and (d) any other matter for which you are responsible hereunder or under applicable law.
10. **Force Majeure.** In the event that a delay or failure of a party to comply with obligation created

by these Terms is caused by a force majeure condition, that obligation shall be suspended during the continuance of the force majeure condition. For the purposes of these Terms, the term "force majeure" shall mean any event beyond the reasonable control of the parties, including, without limitation, fire, flood, riots, strikes, pandemics, war, embargoes, and governmental actions or decrees, or any failure of third party service providers, banking institutions, technical malfunctions, failure of any telephone network or online systems.

11. **Miscellaneous.** These Terms shall be governed solely by the laws of the State of Israel and the competent courts in the State of Israel shall have exclusive jurisdiction to hear any disputes arising hereunder. Nothing in these Terms creates any agency, employment, joint venture, or partnership between us or enables you to act on our behalf. These Terms constitute the entire agreement between us and you pertaining to the subject matter hereof. Shapir may assign and/or transfer its rights and obligations hereunder to any third party without prior notice. You shall not assign any of your rights or obligations hereunder. No waiver of any breach or default hereunder shall be deemed to be a waiver of any other breach or default. For purposes of providing you with notice/s hereunder, we may provide such notice/s to the contact details you provided upon registration.