

ESIL Environmental Sustainability Innovation Lab
Agri-PV Startup Competition - Terms and Conditions

[Last Updated: February 27, 2023]

These Terms and Conditions govern the participation in the Agri-PV Startup Competition ("**Competition**") conducted and operated by ESIL Technologies (Limited Partnership 540290897) ("**Organizer**" or "**ESIL**").

The Competition is organized in cooperation with Migal Galilee Research Institute, and EDF Renewables ("**Partners**").

1. ACCEPTANCE OF THESE TERMS

- 1.1. By registering to, or participating in the Competition, you hereby confirm that you have read, understood and you agree to be bound by the terms set forth herein, as well as any additional terms provided by the Organizer from time to time (collectively, the "**Terms**").
- 1.2. If you do not agree to the Terms, in whole or in part, you may not register to, or participate in the Competition. If you sign up on behalf of a group, each of your group's members will be deemed to have read and agreed to the Terms. In the event of a conflict between the Terms set forth herein and any other publication related to the Competition, the Terms herein shall govern.

2. SCOPE

- 2.1. This Competition is intended for developers of Agri-PV challenges' solution technologies, in the following fields ("**Proposed Solution**"):
 - 2.1.1. Production (PV modules) - a photovoltaic system adapted to utilize the light together with the plant (smart trackers, panels adapted to an Agri-PV);
 - 2.1.2. Construction - a panel-bearing construction adapted to agricultural activity and machinery;
 - 2.1.3. Adapted agricultural mechanization - Agritech products that are leveraged to work under a built construction;
 - 2.1.4. Smart management systems- Platforms for optimizing agricultural growth, electricity production, etc.

The Proposes Solution list is not an exhaustive list and the Organizer may add or revise such list at any time, or otherwise agree to examine and approve participation of Proposed Solutions, even where not listed above.

3. WHO CAN APPLY?

Participation in the Competition is subject to the qualification of each applicant with **all of the** following preconditions ("**Eligible Applicants**"), accumulatively:

- (a) The applicant is venture which has raised no more than US\$10,000,000, seeking to formulate an innovative technological idea and develop it into a commercial product; and
- (b) The applicant is **not** a member of the Organizer's Innovation Lab; and
- (c) The applicant has **not** submitted a previous request to join the Organizer's Innovation Lab;
- (d) The applicant has the legal rights, license and/ or authorizations, including the rights or license to the intellectual property rights (without limitation, copyrights, trade secrets and know-how) in and to the Proposed Solution, which shall be either their own original work and development or have the authorization to the rights to the Proposed Solution; and
- (e) The applicant, nor its controller, directors, officers and other affiliates, does not have any conflict of interest with the Organizer and/or the Partners, as per the sole discretion of the Organizer and/or the Partners, respectively.
- (f) The applicant hereby acknowledges and agree that it is fully responsible for reading the [Terms of Track #29](https://innovationisrael.org.il/startup/programsrnd/labs) of the Innovation Authority (<https://innovationisrael.org.il/startup/programsrnd/labs>), and that it understands and agrees that in order to participate in the Competition, the applicant must agree to be bound by these terms.

It is hereby clarified that unless otherwise said hereof, the applicant is required to comply with all of the preconditions set forth above, and in any case the Organizer shall not consider any experience, rights, permits, license and/ or authorizations of other entities which are not of the applicant itself.

4. HOW AND WHEN TO APPLY?

- 4.1. Participation in the Competition is free of charge.
- 4.2. Applications to participate shall be submitted through the designated registration form available at: <http://www.esil-challenge.co.il/>, or any other

manner offered or agreed by the Organizer from time to time, subject to its sole discretion ("**Applications**").

4.3. As part of the Application submission process, Eligible Applicants shall be requested to provide certain information such as their and their group members' names and contact details, company registration number, as well as a valid ID number, or other documents demonstrating eligibility to participate, as detailed under these Terms.

4.4. In addition, Eligible Applicants shall be requested to provide a presentation of the Proposed Solution, which shall comply with the following requirements:

4.4.1. Up to twenty five (25) slides.

4.4.2. Drafted in English

4.4.3. Details that describe the Proposed Solution, including, at the minimum the scope of the Proposed Solution, applicable market in Israel and abroad, the technology behind the Proposed Solution, anticipated technological development roadmap for the next 12 months, IP status, current company funding and ownership, and Participant's details and backgrounds.

4.5. **Applications will be submitted as of March 1, 2023 at 16PM and until April 16, 2023 at 8PM ("Registration Period"), Israel time.**

4.6. It shall be the Organizer's sole discretion whether to accept Applications submitted following the Registration Period. The Organizer shall be entitled to change the Registration Period, including to extend such period, at any time, at its sole discretion and without prior notice. The Organizer shall have no responsibility for Application that were not received by the Organizer during the Registration Period, including due to technical error or malfunction.

4.7. You represent and warrant that:

- (a) you will provide accurate, correct and up-to-date information;
- (b) you will not provide information of a third party without its express consent to such registration and these Terms;
- (c) you have the legal rights in or to the Proposed Solution, and where applicable you have obtained all rights and permissions regarding the Proposed Solution and all pre-existing innovations or third-party components and any similar elements included in the Proposed Solution;
- (d) the submission of the Proposed Solution and, where applicable, its inclusion in the Competition, shall not infringe any third-party's rights, including confidentiality obligations.

- 4.8. The Organizer reserves the right to request additional information or otherwise verify the information provided through submission of the Application, provided however that the above shall not obligate the Organizer and it is your responsibility to ensure the Application includes all needed information and that you will respond to any notices sent to the contact details you have provided.

5. STAGES, TIMELINES & WINNER ANNOUNCEMENT

- 5.1. Following the end of the Registration Period, the Organizer will review and examine the Applications which meet the requirements set forth under these Terms ("**Participants**").
- 5.2. The Organizer will decide upon up to five (5) Participants which will be qualified to the next stage of the Competition ("**Finalists**").
- 5.3. The Finalists' Proposed Solution will be examined by the judging panel, which will include the Organizer's representatives, and in addition, certain of its Partners' representatives (as shall be decided by the Organizer), and certain representative of the Israeli Ministry of Energy ("**Judging Panel**").
- 5.4. The Judging Panel shall choose a Finalist or several Finalists that will be announces as the Competition's winners ("**Winner/s**"). The Organizer may (however not obligated to), at its discretion, publicly announce on the Winner/s.
- 5.5. The decision regarding the Finalists and Winners, shall be made at the Judging Panel's sole discretion, according to its criteria, and shall be final and non-appealable. The Judging Panel shall not be required to explain the reasons or considerations of its decision, nor to disclose the identity of the Winner/s, and the Participants (including Finalists), shall have no claim or demand related to the Judging Panel's decisions. In addition, in the event that, at the Judging Panel's or Organizer's sole discretion, nor Participant is eligible to be considered as a Finalist or a Winner, the Organizer may avoid from proceeding with the Competition or choosing a Winner.
- 5.6. The Organizer shall have the right, at its sole discretion, to change the aforesaid number of Finalists or Winners at any time. The Organizer shall be further entitled to disqualify any Participant or Finalist in the event of non-compliance with these Terms or applicable laws, without derogating from any other remedy available to Organizer, or where the Organizer, at its sole discretion reasonably decides that the Proposed Solution is not meeting its criteria and the basic level of performance which shall entitled the Finalists with the Awards, the Organizer may cancel the Award, and the Finalists or Winner will have no claim regarding such cancellation.

5.7. All Participants, including Finalists and Winners, hereby grant the Organizer the right to use the Participants' names, photos, and additional information (such as description of the Proposed Solution), in any publications related to the Competition or other marketing and promotional materials on behalf of the Organizer or its Partners.

6. AWARDS

6.1. The Winners will be entitled to the following awards ("**Award/s**"):

- (a) EDF Renewables' winning grant of 50,000 NIS.
- (b) Performance of a pilot at an EDF Renewables' site, as applicable.
- (c) Professional guidance by EDF Renewables' staff.
- (d) 50 hours of professional guidance by Migal's researchers
- (e) In addition, at the Organizer's sole discretion, the Winner may be offered to join the ESIL Innovation Lab as well as funding of up to 2,000,000 NIS, all in accordance with the terms of the Simple Agreement for Future Equity ("**SAFE**") as will be provided by the Organizer to the Winner. It is hereby clarified that the joining to the Organizer's Innovation Lab, and the funding by the Organizer shall be subject to (i) the Winner prior acceptance to the SAFE commercial terms; (ii) prior approval of the Organizer's selection committee; and (iii) prior approval of the Israel Innovation Authority according to the terms of [Track #29](https://innovationisrael.org.il/startup/programsrnd/labs) (<https://innovationisrael.org.il/startup/programsrnd/labs>) and to applicable laws;

6.2. The winners hereby acknowledge and agree that in order to receive the Awards, the Winner shall be a registered company in the State of Israel.

6.3. The Winners hereby acknowledge and agree that the Organizer shall have the right, at its sole discretion, to award or not any of the above Awards, in whole or in part, and nothing herein shall guarantee that the awarding of one Award will award the Winner with any other Award.

6.4. Awards cannot be converted, replaced, assigned or transferred. The Organizer reserves the right to substitute the Awards with another prize of equivalent value, without prior notice.

6.5. The Judging Panel decision to approve participation or grant an Award does not, and shall not be considered as approval or any warranty regarding the quality, performance, potential success or any obligation related to the Proposed Solution.

7. LIMITATION OF LIABILITY.

PARTICIPATION IN THE COMPETITION IS AT PARTICIPANTS' SOLE LIABILITY AND RESPONSIBILITY. FURTHERMORE, BY SUBMITTING AN APPLICATION TO THIS COMPETITION, PARTICIPANTS HEREBY ACCEPT, CONFIRM AND ACKNOWLEDGE ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT. THE ORGANIZER, PARTNERS AND JUDGING PANEL SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGE ARISING FROM PARTICIPATION IN THE COMPETITION OR ANY OTHER CLAIM RELATED IN ANY WAY TO THE COMPETITION. THESE EXCLUSIONS INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF THE ORGANIZER, PARTNERS OR JUDGING PANEL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED.

8. CHANGES & CANCELLATIONS

The Organizer may, at any time, change or update of these Terms or any terms related to the Competition, without prior notice, including change the timelines, location, Awards, etc., as well as postpone or cancel the Competition, for any reason whatsoever, without liability to the Participants. In the event of material changes, the Organizer shall make best efforts to post a notification. It is the Participant's responsibility to review these Terms or any applicable notifications from time to time.

9. GENERAL.

- 9.1. The Organizer, Partners and Judging Panel will not bear any responsibility for any damage or expense caused to the Participants resulted from their participation in the Competition. The Participant will indemnify the Organizers and whom on its behalf, immediately upon request, for any damage, loss or claim made on behalf of a third party including reasonable legal expenses, resulted from the Participant's breach of these Terms.
- 9.2. The Awards are the full and exclusive reward of the Winners. This Awards include any expense, tax or other related mandatory payment. The Winner shall bear and shall be responsible to any payment of tax related to the Award and the Organizer may, if required under applicable law, deduct any such mandatory payments.
- 9.3. This Terms, contains the entirety of the conditions and terms set forth herein with respect to the competition. Any agreements or terms that may have been agreed upon or exchanged between the applicants and Organizer and/or

Partner, in whole or in part, as to the competition and/or the award shall be deemed as void and null.

- 9.4. The Competition and these Terms will be governed by the laws of the State of Israel. Any disputes will be subject to the exclusive jurisdiction of the courts of Tel Aviv.

10. CONTACT US

If you have any questions regarding these Terms or the Competition, please contact us at: eroni@esil.co.il