

The X Challenge Medical Robotics 2017 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 these X Challenge Medical Robotics 2017 Competition Official Rules (the “Official Rules”). The laws of the State of Israel shall govern this competition.
- 1.2 Applications will be considered if submitted in accordance with these rules and by the submission deadline.

2. Facilitator

- 2.1 The Competition is organized and facilitated by MEDX Xelerator, located at 1 Ariel Sharon Street, Or Yehuda, Israel (the “Facilitator”).

3. Aim of the Competition

- 3.1 The aim of the Competition is to promote the development of solutions for unmet clinical needs focusing on the use of medical robotics technology via lumen traveling devices to deliver these solutions.

4. Eligibility/Candidacy/Technological Focus

- 4.1 The Competition is open to entrepreneurs (including students, physicians, researchers, clinicians, engineers and others) and start-ups. If you are employed or affiliated with a third party (for example, a company, a research or academic institution, or a government-affiliated entity) you are solely responsible for noting such affiliation on your application form, and for obtaining the consent of such entity to your participation in the Competition on terms described in these Official Rules. You must obtain this consent and you might be required to present a written consent to us prior to registration. These requirements apply equally to anyone who will assist you in developing technology for the submission. The Facilitator may reject any application in its sole discretion, without providing explanations. Applicants will be teamed up with other applicants who complement their competencies and will be expected to work together in teams (“Competition Teams”).
- 4.2 In connection with the Competition, we will define unmet needs and present a business case for the following areas:
 - Prevention of occlusion of arteriovenous fistulas and grafts
 - Microbiome diagnosis along the gut for better diabetes care
 - Removal of kidney ureter stones
 - IVF - transferring the embryos to their optimal location
 - Any unmet need which would involve a solution that would be a medical robotics “lumen traveling device”

(each individually an “**Unmet Need**”, and collectively the “**Unmet Needs**”)

- 4.5 An applicant may have external professional advisors, consultants, entrepreneurs or other business professionals with relevant expertise. Any such individuals will not participate in any presentation of the submission and will not be eligible to win an Award (as defined in paragraph 7 below). If any such individuals have affiliations with third parties (see 4.1 above), the applicant must obtain our consent before involving them in the submission.
- 4.6 In the event that an applicant, together with his/her Competition Team wins, the team leader will be invited to receive the Award, and might be the sole person to travel to the Seattle (as part of the first prize). The team leader will be nominated by the Competition Team and in case the team does not reach agreement the team leader will be nominated by the Facilitator. Such team leader will be the representative of the team throughout the process of the Competition.
- 4.7 The Facilitator reserves the right to disqualify any entrant (and all related entrants) if the Facilitator has knowledge or reasonable suspicion that such entrant has been involved in any fraudulent or illegal activity or any noncompliance with the Official Rules.

5. The Process

- 5.1 In order to be eligible for the Competition, an applicant must submit an application/registration form to xchallenge@medxelerator.com during the period from September 27, 2017 to October 27, 2017. Applicants should be aware that this Competition will require a time commitment of at least 20 hours during the month of November 2017.
- 5.2 All applications will be reviewed. Selected applicants (who have passed the initial review process) (“Selected Applicants”) will be invited to form the Competition Team, a team centered around their desired Unmet Need.
- 5.3 Facilitator will have a right of exclusive review of ideas and inventions created during the Competition including “No-Shop” rights of up to 45 days from the date of the competition finals, to determine whether it desires exclusive rights to develop, commercialize, and exploit the invention in any manner or otherwise collaborate with respect to such invention (such exclusive rights, “**Rights**”). During this “No-Shop” Period Selected Applicant or Competition Team will not itself or by means of third parties (i) notify any third party or provide information about the submission or ideas or inventions therein, (ii) enter into any agreement, commitment or undertaking with any third party other than the Facilitator or an entity designated by Facilitator with respect to the use of the same or (iii) conduct any discussions or negotiations with any third party with respect to the same.
- 5.4 If Facilitator is interested in receiving Rights it will notify the Selected Applicant or Competition Team in writing prior to the end of the "No-Shop" Period (the “**Notice**”) and the relevant parties will enter negotiations in good faith with regard to the granting of Rights to Facilitator or an entity designated by it. In the event that either (a) Facilitator does not provide a Notice by the end of the “No-Shop” Period; or (b) the Parties do not execute a document relating to Rights within the period of ninety

(90) days from the date of the Notice (the “**Negotiations Period**”), Selected Applicant or Competition Team shall be free to grant the Rights offered to Facilitator to any third party and shall be released from any obligation to the Facilitator in respect thereto. During the Negotiations Period, Selected Applicant or Competition Team will continue to be bound by the “No-Shop” restrictions. Notwithstanding the foregoing, if at any time Rights or terms relating thereto are offered to a third party that are more favorable than those offered to Facilitator then such terms shall be first offered to Facilitator and Facilitator shall have fourteen (14) days during which to notify Selected Applicant or Competition Team that it desires to obtain Rights on such more favorable terms, and during the 120 day period following such notice all terms applicable to the Negotiations Period shall apply.

5.5 The identity of the winner of the Competition will be announced no later than the end of December 31st, 2017.

6. Competition Schedule

Deadline (all in 2017)	Action
September 27	Distribution of call for applicants
October 27	Application deadline
November 1-9	The Facilitator will inform selected applicants who passed the initial review process.
November 5 to December 1	A series of workshops, brainstorming sessions and work sessions to deliver solutions to the Unmet Needs
December 2 - 6	Finals: Teams pitch their products to the panel of judges. Pitches will be held in front of senior management of the MEDX incubator and its partners

7. Award

7.1 The award of the Competition (the “Award”) is intended to recognize innovativeness and significant achievement.

7.2 The Award is a trip to Seattle, Washington, which will be paid for by the Facilitator, and where team member(s) will attend an exclusive event of “Intellectual Ventures” and present their idea to key stakeholders and investors. The number or persons and/or teams which will receive this award will be determined in the Facilitator's sole discretion.

7.3 The winning team will be notified by the Facilitator in advance in order to book flights and meetings, and each winning team will be required to provide the Facilitator with all information and documentation necessary to facilitate the foregoing.

7.4 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 acting on its behalf.

- 7.5 The Facilitator shall have the sole discretion to make all decisions 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 winners shall not have any rights or claims against the Facilitator in this regard.
- 7.6 In the event that a winning applicant and/or team is disqualified, the Facilitator may replace it with another applicant and/or team, or may elect not to give away the Award, in each case in its sole discretion.
- 7.7 Eligibility for the Award is personal and is not assignable or transferrable. The Award (whole or in part) is not convertible into a cash payment or into any other in-kind payment. The winning teams may not change or replace the destination of the flight or the time of the flight as described in Section 7.3
- 7.8 Neither the Facilitator nor anyone on its behalf shall 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 any event, damage, expense or loss that the winning team or applicant may incur, directly or indirectly, including financial, physical or any other damage in connection with the winning, realization or non-realization of the Award for any reason.
- 7.9 The Award includes reasonable and customary per diem expenses. Any additional expenses, including any taxes, deduction or demands for payment will be at the sole expense of the winning applicants. If required by law, the Facilitator may transfer to the tax authorities personal information of the winning applicants or withhold tax at source. The Facilitator will not be responsible for any tax charges with regard to winning the Award. The value of the Award to winners may be reported for tax purposes as required by applicable law. However, winners are solely responsible for the payment of any and all taxes and/or other government charges in respect of any Award. The Facilitator shall not be liable for the payment of any tax or fees related to the Awards. Winners shall indemnify and hold harmless the Facilitator from any claims by any tax authorities due to a failure to report or make payment of any applicable taxes.
- 7.10 The responsibility for the realization of the Award and all that entails, including the issuance of needed approvals or permits, such as visa (if needed) and a valid passport, will be the sole responsibility of each winning applicant(s).
- 7.11 The Facilitator may choose not to grant the Award to the winning applicant and/or team, may 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 applicant and/or team, directly or indirectly acted (in this matter) contrary to these Official Rules, in bad faith or committed an offense or illegal act, in connection with their participation in any stage of the Competition, all at the discretion of the Facilitator.

8. Use of Personal Information

- 8.1 The personal information of the participants in the Competition (including the winning applicants), will be saved in the Facilitator's offices, which may use the personal information according to the privacy and use of information policy used by the Facilitator.

- 8.2 By the Competition, the candidate grants the Facilitator an irrevocable right to use any non-confidential information provided in connection with such participation in connection with 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 laws and regulations, including the Privacy Protection Law 1981.
- 8.3 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 or advertisements.
- 8.4 By participating in the Competition, each participant agrees to deliver to the Facilitator their full information and to be interviewed in connection with the winning the Competition. In addition, by participating in the Competition, all participants hereby grant the Facilitator an irrevocable, perpetual, royalty-free, non-exclusive license to use their name, picture, likeness, voice, biography and submission (or any part of them) in any way, form or manner that the Facilitator chooses, including for advertising, promotional or publicity purposes, and including but not limited to promotional videos, press releases, television, radio, newsletters, tweets and other social media posts and including during possible conferences, conventions and seminars. Each participant grant the Facilitator the right to notify to third-parties interested the information required to invest in development, marketing and economic exploitation of the project.
- 8.5 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. The foregoing does not impose any obligation on the Facilitator to publish the photos, names, products, information and/or the winning itself.
- 8.6 Facilitator will have the intellectual property rights (including copyrights and trademarks) in all publications and photographs specified above.

9. Representations and Indemnities

- 9.1 By entering the Competition, each participant accepts these Official Rules and guarantees that any company, employer or institution (including any academic institution or hospital) with which the participant is affiliated has consented to such participation on the terms set forth herein.
- 9.2 The participants in the Competition agree, upon submission of their application, to fully indemnify and hold harmless the Facilitator from any proceeding or claim made by any third party, for infringement of any rights held by any third parties, to the maximum extent permitted by law.

10. Miscellaneous

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

- 10.2 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 beginning and the end of the participation in the Competition.
- 10.3 The Facilitator shall decide 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. The decisions and resolutions of the Facilitator with respect to 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 its representatives in these regards.
- 10.4 The Facilitator may at any time, in its sole discretion and for any reason, terminate or cancel the Competition, 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.
- 10.5 The Facilitator will publish the termination, revocation or modification (as applicable) of the Competition in any way it sees fit, in its sole discretion, and it shall be the sole responsibility of the applicants and the participants to stay informed of such publications. 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 If a participant (including a winner) violates the terms or conditions of these Official Rules, including because it was not eligible to enter into the Competition, or that it violated the provisions of any law or regulation or, that it improperly reached the final stage or the next stage of the process or to win the Award, the Facilitator may, in its discretion, cancel its participation.
- 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 an illegal game or competition as defined in Section 224 of the Israeli Penal Code, due to the fact that winning the Award depends on skill and ability, and does not depend on chance or fate.

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