

**Eilat Eilat's Startup Event 2023**  
**Startups Terms and Conditions**

1. **General**

- 1.1. These Terms and Conditions shall apply to \_\_\_\_\_ ("**Startup**") participation in Eilat Eilat's Startup Investment Event 2023 (the "**Event**") organized by Renewable Energy Eilat Eilat Ltd. (PBC) ("**Organizer**").
- 1.2. Startup's participation in the Event shall be deemed a full consent by the Startup to these Terms and Conditions. Participation in the Event or any engagement with an Investor is voluntary and is the Startup's sole responsibility.
- 1.3. Organizer reserves the right to cancel, modify, or suspend the Event at any time and for any reason, without any liability towards Startup. Organizer shall notify Startup of any cancellation, modification, or suspension of the Event via the email address provided by Startup under the Event application.
- 1.4. Organizer reserves the right to disqualify any Startup from participating in the Event if Startup does not comply with these Terms and Conditions and other instructions relayed to Startup concerning the Event.

2. **Application**

- 2.1. Startups (including individuals) ("**Startups**") with an already existing innovative energy-related pilot in the field of \_\_\_\_\_ (a "**Project**") may have priority to participate in the Event.
- 2.2. Startups are required to fill in the registration form [<https://www.eilatenergy.org/spark-tank-submission>] and submit all required documentation by no later than 31/08/23.
- 2.3. Organizer will examine all applications and select up to 10 Startups to participate in the Event. Organizer's determination will be based on the maturity of the Startup's technology, with preference given to technologies that are at Technology Readiness Level TRL 5 or higher; it is clarified that Organizer shall have sole discretion in selecting the Startups who will eventually participate in the Event. Notice of qualification or disqualification will be provided no later than 15/10/23.

3. **The Event**

- 3.1. At the Event each Startup will present its Project to the audience and to potential investors ("**Potential Investor**"). The presentation will not exceed 3 minutes.
- 3.2. Following each pitch, one or more Potential Investors may publicly share their opinion on the Project and/or offer an investment in the Startup in an amount and under terms to be determined by Potential Investor at their sole discretion. Acceptance of the offer shall be at Startup's sole discretion.
- 3.3. It is clarified that any investment shall, in any event, be subject to legal, financial, scientific, and other due diligence review, as well as subject to the signing of a definitive agreement approved by the Potential Investor and the Startup. The Startup hereby waives any claim it may have against the Potential Investor and/or the Organizer and/or anyone on their behalf to the extent it is offered an investment at the Event but eventually, the investment is not materialized for any reason.

3.4. It is further clarified that there is a possibility that the Startup may not be offered any investment whatsoever, nor does Organizer undertake that any minimum number of offers will be made.

4. Confidentiality and IP

4.1. Startup agrees to provide Organizer and Potential Investors with accurate and up-to-date information concerning the Startup and/or the Project. Startup acknowledges that all information provided by it to Organizer and all information shared by Startup during the Event shall become public and **shall not** be considered Startup's or any other party's confidential information, and Organizer may use such information for the purpose of carrying out the Event and/or evaluating the Startup and its Project and /or share all such information with any third party, including Potential Investors.

4.2. It is Startup's responsibility to ensure that it has obtained all necessary consents and assurances necessary to display its proprietary work at the Event. Accordingly, Startup shall defend, indemnify and hold Organizer and/or anyone acting on its behalf, harmless from and against any expenses, losses and liabilities arising from third-party claims against Organizer arising from or in connection with allegations that Startup's proprietary material infringes any third-party intellectual property rights.

5. Limitation of Liability

5.1. Any investment or other engagement between Investor and a Startup will be at the Startup's sole risk and expense.

5.2. Organizer disclaims any liability or responsibility regarding any information provided by Potential Investors, including without limitation, any warranties of title, fitness for a particular purpose, accuracy or completeness. Organizer further disclaims any liability or responsibility for any damage and/or loss incurred by Startup arising from and/or in connection with Startup's participation in the Event and/or Potential Investors' investments in the Startups and/or Startup's engagement with the Potential Investor, if applicable.

5.3. In no event shall Organizer be liable for any indirect or consequential damages of any kind, including, without limitation, loss of profits, business interruption, loss of business information or damages to reputation, in connection with the Startup's participation in the Event or any engagement with Potential Investor.

5.4. In no event shall the total and aggregate liability of the Organizer for any claim under any cause of action in connection with the Startup's participation in the Event exceed the amount actually paid to Organizer by Startup for its participation in the Event.

5.5. The Startup shall defend, indemnify and hold the Organizer, its affiliates, and its respective officers, employees, consultants, service providers, or any other person or entity acting on its behalf harmless from and against any loss, liability, claim, demand, or proceedings brought against them by a third party, including attorney's fees, arising out of or in connection Startup's participation in the Event or any engagement with a Potential Investor.