

# Call for Solutions

## The Climate Solutions Prize- the Startup Challenges

Organized by Start-Up Nation Central for 2023

July 27, 2023

### 1. Background

- 1.1. The Climate Solutions Prize 2023 (the “**CSP**”) leverages the Startup Nation to address climate change, empowering changemakers and fostering breakthrough technologies to create a sustainable future.
- 1.2. The CSP encompasses a competition for Israeli startups (the “**Competition**” or the “**Startup Challenges**”), and a final event (the “**Final Event**”), where the winners of the Competition will be announced (each, a “**Winner**”).
- 1.3. The Competition is organized by Start-Up Nation Central Ltd. (CC), a non-profit organization with offices at 28 Lilienblum, Tel Aviv, Israel (the “**Organizers**” or the “**Company**”), and is run in collaboration with corporations, investors, philanthropists, and non-profit organizations (each, a “**Partner Organizations**”), including the Climate Solutions Prize Organization. (“**CSP Organization**”). Some of the Partner Organizations lead a Competition track (each, a “**Track**” or “**Challenge**”) and/or commit prizes, as described below.
- 1.4. The Competition consists of an application process that allows applicant startups (each, an “**Applicant**”) to submit a single application that will be channeled to a number of Challenges, as relevant (together with any other communications the Applicant sends to the Organizers, the “**Submission**”). Each Challenge is led by a different Partner Organization and has unique conditions and designated prizes (as described in Section 3 below).
- 1.5. The Winners of the Challenges will be announced during the Final Event, or at a different time, according to the specific timelines as determined below and at the Organizers sole discretion.

### 2. Objectives of the Competition:

- 2.1. To spur increased funding and investment in Israeli tech innovation to address the global climate crisis.
- 2.2. To galvanize the Israeli tech ecosystem to channel its DNA of entrepreneurship and innovation to address climate change.
- 2.3. To position the Israeli tech ecosystem as a global hub of innovation in climate-tech, recognized for its ability to leverage its entrepreneurship and innovative spirit towards tackling pressing global challenges.

### 3. **The Challenges:**

- 3.1. Applicants can compete in multiple Challenges of the Competition at the same time.
- 3.2. Applicants can win more than one challenge, as per the Organizers and the Partner Organizations discretion. However, it is not possible to win more than one Challenge that offers equity investment as a prize (Challenges A and G).
- 3.3. The Challenges are as described below:

#### **3.3.1. The Capital Nature Flagship Investment Challenge (Challenge A)**

- 3.3.1.1. Leading Partner Organization: This Challenge is led by Capital Nature Ltd. (“**Capital Nature**”), with offices at 150 Menachem Begin Road Tel-Aviv, Israel.
- 3.3.1.2. The Challenge prize: The Winner of this Challenge will be entitled to an equity investment opportunity of \$1 Million USD led by Capital Nature (the “**Investment Prize**”) subject to the completion of corporate approvals, successful due diligence and the signing of the SAFE Agreement. The SAFE Agreement (simple agreement for future equity) agreement shall be a SAFE which includes a discount of 20%, information rights, board member right, preemptive rights, and MFN. The cap of such SAFE shall be determined together by the Partner Organization and the Winners. See more details in Section 8 of this Call for Solutions.
- 3.3.1.3. Number of possible Winners: One (1). In addition to the Winner, Capital Nature may, at its sole discretion, invest in other Applicants.
- 3.3.1.4. Eligibility criteria:
  - Need – the solution addresses a well-defined need.
  - Technology – innovative breakthrough technology with potential commercial competitive advantage.
  - Market – solution addressing significant and growing global markets; company has a well-defined GTM strategy.
  - Team – passionate and capacitated team that can lead the company through technological and commercial challenges in the company's journey to growth.
  - Impact – Significant contribution to reaching net-zero goals.
  - Funding Stage: Early stage – the focus is on (but not restricted to) companies with up to \$7-8 million of previous investments.

- Technology Maturity – Validated outside the lab (TRLs 5-9).
- Traction – initial traction achieved

#### 3.3.1.5. Solution Areas/Themes:

Innovative technologies aimed at decarbonization of the economy and reduction of environmental footprint, including in the following domains:

1. New Energy:
  - Renewable and 'green' energy generation
  - Smart grid decentralization and management
  - Energy storage and efficiency
2. Sustainable Mobility:
  - Clean automotive
  - Sustainable logistics
  - Green transportation
  - Supply chain
3. Built Environment:
  - Construction-tech
  - Infrastructure
  - Low-carbon buildings
  - Smart cities
4. Circular Economy:
  - Carbon economy
  - Sustainable management of natural resources (water, land, air)
  - Reusage & recycling
  - New materials

### 3.3.2. The Temasek Foundation Disruptive Decarbonization Challenge (Challenge B):

3.3.2.1. The Challenge Name: The Disruptive Decarbonization Challenge.

3.3.2.2. Leading Partner Organization: Temasek Foundation Ltd. ("**Temasek**"), with offices at 28 Orchard Road, Temasek Shophouse, Singapore.

3.3.2.3. The Challenge Prizes:

3.3.2.3.1. Cash Prize: The Winner of this Challenge will receive a cash prize of USD 25,000 (subjected to the conditions in Section 9 below).

3.3.2.3.2. Visit: The Winner of this Challenge will also receive a visit to Singapore – flight tickets and accommodation for one person (the "**Temasek Foundation Visit Prize**") (subjected to the conditions in Section 10 below).

3.3.2.4. Number of possible Winners: One (1).

3.3.2.5. The Challenge Eligibility criteria & solution areas:

The Disruptive Decarbonization Prize is seeking the most innovative decarbonization solution to address climate

change. Breakthrough technologies are sought to help urban cities remove carbon emissions at scale, including revolutionary technology-based carbon capture, utilization and storage solutions; low-carbon solutions or solutions that decarbonizes energy, urban infrastructure, and transport and logistics systems.

The solutions should:

- Significantly reduce the carbon emissions produced by industries and buildings (e.g. cooling systems); and/or
- Effectively capture, and convert carbon emissions into useful products (e.g. building materials, reclamation sand or synthetic fuels)
- Be carbon negative in the overall lifecycle and have zero/minimal externalities Be technology-based solutions (e.g. physical, chemical)
- Be commercially viable and scalable

All solutions submitted must also fulfil the following criteria to be considered:

- Completed proof-of-concept
- At Technology Readiness Level 6 and beyond
- Be scalable and commercially viable
- Applicability to conduct a pilot/testbed in Singapore

### **3.3.3. E.ON's Energy Solutions for Industry & Buildings Challenge (Challenge C)**

3.3.3.1. Challenge Name: Energy Solutions for Industry & Buildings

3.3.3.2. Leading Partner Organization: E.ON Business Solutions GmbH, with offices at Brüsseler Platz 1, 45131 Essen.

3.3.3.3. Solution Areas and Eligibility Criteria:

We are looking for new and innovative solutions helping us to further drive the decarbonization journey for the customers of E.ON Energy Infrastructure Solutions. Potential applications include:

- Electrification of, and energy management solutions for, industries such as manufacturing, food & beverage, cement, e.g. by generating green low-pressure steam, swapping combustion-based technology for electricity-based technologies, introducing alternative fuels, long duration energy storage, and utilizing waste heat recovery.
- Decarbonization solutions for city quarters (both retrofit and new builds), e.g. by improving insulation, adding digital solutions to manage power, heating,

and cooling more efficiently, enhance (opaque) envelope of buildings.

- Operations & maintenance improvements, e.g. efficiency enhancements, waste management, energy balancing, microgrid management.
- Digital solutions that enable decarbonization/energy efficiency, e.g. energy inefficiency detection, energy system optimization, and integration of intermittent energy assets.

3.3.3.4. Number of possible Winners: 1

3.3.3.5. The Challenge Prizes:

3.3.3.5.1. Engagement Package: The Winner of this Challenge will receive an Engagement Package that includes: constructive feedback provided by E.ON Energy Infrastructure Solutions, and the possibility to explore a pilot or commercial collaboration (see the conditions in Section 11 below).

3.3.3.5.2. Cash Prize: The Winner will receive a cash prize of \$10,000 USD (see the conditions for the cash prizes in Section 9 below).

**3.3.4. Takeda's Plastic Waste in Health Care Facilities & Biotech Challenge (Challenge D):**

3.3.4.1. Challenge Name: Plastic Waste in Health Care Facilities & Biotech Challenge

3.3.4.2. Leading Partner Organization: Takeda Development Center Americas, Inc., a wholly owned subsidiary of Takeda Pharmaceutical Company Limited, with a principal place of business located at 95 Hayden Avenue, Lexington, MA 02421

3.3.4.3. Solution Areas and Eligibility Criteria:

Within Takeda's plasma-derived therapies business, BioLife Plasma Services operates a global network of more than 230 plasma donation centers collecting high-quality plasma which is used to product life-saving therapies. Our vision is to innovate the plasma donation journey responsibly, with a personal experience where everyone can help change a life and save a life.

**The Climate Tech solutions that we are looking for:**

Through our work collecting plasma from our donors, the centers generate a large volume of single-use plastic waste, both medical waste and non-hazardous waste. Through this challenge, Takeda is looking for solutions that provide the highest and best-use of this waste including (but not necessarily limited to):

- Novel recycling technologies to process plastic types not included in curb side commercial recycling programs in the United States and/or EU. Example: a company that accepts post-consumer plastics to repurpose into new, useful items
- New materials for medical processes with lower environmental impacts from their generation and disposal than single-use plastics. Example: A non-plastic packaging option for sterile medical devices or packaging made of a curbside recyclable plastic in the US
- On-site remediation technologies for medical waste enabling recycling within the US and/or EU. Example: A technology that could steam sterilize & shred medical waste to allow for more recycling options
- Packaging solutions that reduce waste generated during transportation. Example: A company focused on minimizing waste within packaging, light-weight materials
- Aggregation and logistics solutions to help with the distribution of waste across the United States. Example: A platform aggregating options of recyclers and companies with post-consumer waste

3.3.4.4. Number of possible Winners: 1

3.3.4.5. The Challenge Prizes:

3.3.4.5.1. Engagement Package: The Winner of this Challenge will receive an Engagement Package that includes: a) constructive feedback provided by the Partner Organization, and the possibility to explore a pilot or commercial collaboration (see the conditions in Section 11 below).

3.3.4.5.2. Cash Prize: in addition, the Winner will receive a cash prize of \$10,000 USD (see the conditions for the cash prizes in Section 9 below).

3.3.5. **Continental's Sustainable Materials for Automotive Challenge (Challenge E):**

3.3.5.1. Challenge Name: Sustainable Materials for Automotive Applications

3.3.5.2. Leading Partner Organization: Continental Automotive Technologies GmbH, with offices at Vahrenwalder Str. 9, 30165 Hannover, Germany.

3.3.5.3. Solution Areas and Eligibility Criteria:

- Bio-based and nature-based plastic alternatives fulfilling the technical requirements of existing conventional fossil-

based polymers (e.g., PA6, PP, PC) with capability of industrialization.

- Low emission noble materials solution with capability of industrialization for upcycling of mixed post-consumer plastics wastes from different industries into automotive applications.
- Low emission solutions with capability for industrialization closing the loop of mixed ocean plastics waste into Automotive industry.
- Effective and scalable recycling solutions for reinforced plastics such as glass fibers reinforced plastics
- Innovative and scalable solution for separation, sorting and, retaining and of mixed plastic waste of automobiles at their “end of life” (car to car loop for plastics).
- New materials alternatives for Automotive applications with lower environmental impact such as lower CO2 footprint of their production processes compared to conventional polymers. (e.g: less required energy for injection molding).
- The focus is on (but not restricted to) companies ready for piloting or scaling up (TRLs 4-9).

3.3.5.4. Number of possible Winners: 1

3.3.5.5. The Challenge Prizes:

3.3.5.5.1. Engagement Package: The Winner of this Challenge will receive an Engagement Package providing the opportunity of discussing the possibility of a proof of concept with Partner Organization. (see the conditions in Section 11 below).

3.3.5.5.2. Cash Prize: in addition, the Winner will receive a cash prize of \$10,000 USD (see the conditions for the cash prizes in Section 9 below).

### **3.3.6. Italgas Challenge: Decarbonizing Energy Distribution Infrastructure (Challenge F)**

3.3.6.1. Challenge Name: Decarbonizing Energy Distribution Infrastructure

3.3.6.2. Leading Partner Organization: Italgas Reti S.p.A, through authorized partner, Skipso LTD., with offices at twelve (12) Quays House, Egerton Wharf, Birkenhead United Kingdom CH41 1LD.

3.3.6.3. Solution Areas and Eligibility Criteria:

Italgas’ areas of interest in innovative technologies include:

- Analytics and data management: tools and AI solutions for big data analysis that allow us to forecast replacements and condition based maintenance plans specific for gas distribution sector, network flow simulation and estimation of main variables of the gas network (digital twin)
- Gas analyzer: efficient, multipurpose and compact instruments to be able to detect different gases like: methane and odorants (e.g. Tetrahydrothiophene THT or mercaptan blend TBM), renewable gases included mainly biomethane, synthetic methane and hydrogen
- New materials and processes: pipes and risers relining techniques, pipes repair materials, innovative piping systems (materials, connection), digging and laying process, no dig solution like boring machines
- Network Wide Monitoring: inspection of risers and pipes, asset and pipes monitoring and tracking, methane leak detection, 3D asset mapping using ground penetrating radar and LiDAR and tool for the design and planning of new assets.
- Sustainability and Energy Management: electric, gas and renewable heating systems for gas preheating process (e.g. boilers, heat pumps, cogenerators, thermal storage solution), digging material disposal and recycling, gas flow energy harvesting solutions (eg. turboexpander, microturbines)

The focus is on (but not restricted to) companies ready for piloting or scaling up (TRLs 6-9). We have a specific Industrial know how also for Market Validation.

3.3.6.4. Number of possible Winners: 1

3.3.6.5. The Challenge Prizes:

3.3.6.5.1. Engagement Package: The Winner of this Challenge will receive an Engagement Package that includes: a) constructive feedback provided by the Partner Organization, and the possibility to explore a pilot or commercial collaboration (see the conditions in Section 11 below).

3.3.6.5.2. Cash Prize: in addition, the Winner will receive a cash prize of \$10,000 USD (see the conditions for the cash prizes in Section 9 below).

### **3.3.7. ESIL Early Stage Funding Competition (Challenge G)**

3.3.7.1. Leading Partner Organization: This Challenge is led by ESIL Technologies. (“**ESIL**”), Limited Partnership (limited partnership number 540290897) with offices at Arik Einstein 3, Hertzliya, Israel.

3.3.7.2. The Challenge Prizes:



- 3.3.7.2.1. ESIL Investment Prize: Subject to the terms as detailed in Section 12 below, the Winner of the ESIL Challenge may be offered to join the ESIL Innovation Lab as well as funding of up to 1,000,000 NIS, with an option of ESIL to provide additional follow-on investment of up to 1,000,000 NIS.
- 3.3.7.2.2. Development Support Prize by ESIL: The opportunity to receive development support and/or engage in a proof of concept or technology pilot with one of ESIL's founding partners, as applicable and as determined by the Partner Organization. Subject to details in Section 12 of this Call for Solutions.
- 3.3.7.2.3. COP28 UAE Visit Prize by ESIL: TLV-DBX-TLV flights, 3 nights' accommodation, and entrance to the Green Zone and selected event participation for one person. Subject to details in Section 12 of this Call for Solutions.
- 3.3.7.3. Number of possible Winners: One (1). In addition to the Winner, ESIL may, at its sole discretion, invest in other Applicants.
- 3.3.7.4. Eligibility criteria:
- 3.3.7.5. ESIL generally targets startups in TRLs 3-7. Startups aiming to develop a minimal viable product (MVP) or an initial pilot are best suited for the program.
- 3.3.7.6. Solution Areas/Themes:
- Priority areas:
  - Production and storage of renewable energy
  - Production, transport, and storage of green hydrogen
  - Reduction of air pollution
  - Decarbonization
  - Prevention and reduction of pollution and hazards from hazardous materials
  - Optimization of production processes
  - Pollution treatment
  - Monitoring and control of pollution
  - Material recycling and reconstitution
  - Computerising and control of pollution treatment processes
  - Sewage and water treatment

3.4. The Challenges information and conditions may be updated from time to time by the Organizers and/or by the Partner Organizations. Additional Challenges may be added to the Competition throughout 2023, as per published from time to time on the Competition's Website: [www.climatesolutionsprize.com](http://www.climatesolutionsprize.com).

#### 4. **Eligibility:**

- 4.1. Participation in the Competition is subject to meeting all the conditions set forth in this Call for Solutions.
- 4.2. To be eligible to submit an application to the Competition, Applicants must meet the following criteria:
  - 4.2.1. Applicants must be:
    - 4.2.1.1. For-profit companies incorporated in Israel, and that have their offices and R&D teams in Israel; or
    - 4.2.1.2. For-profit ventures that have not yet been incorporated, at least one of the entrepreneurs must be an Israeli resident, and the venture must be developing its technology in Israel.
  - 4.2.2. Applicant must own full legal rights to the intellectual property used in the Submission by the Applicant and by all the members of the group who contributed to the Submission (the “**Group Members**”), and by the legal entity on whose behalf the Applicant submit its Submission (the “**Legal Entity**”).
  - 4.2.3. To the extent that the intellectual property of a third party is used within the framework of the Submission and/or idea and/or the proposed solution, the Applicant must have that party’s express written permission to use the intellectual property. Applicants are expressly prohibited from using ideas and content that are the original work or confidential information of any other third party without such written permission. Additionally, the use of images, symbols and/or other visual means during the Competition, including the start-up presentation during the events under the Competition or the Final Event, will be done only after receiving written permission from the rights holders for this use and according to any applicable law.
  - 4.2.4. To the extent that any claim and/or demand concerning the infringement of any third party's intellectual property rights, or any other rights of any third party within the Submission and/or concept and/or proposed solution as presented by any of the Applicants is argued and/or filed against the Organizers and/or the JNF Canada and/or a Partner Organizations and/or their employees, directors or agents, contrary to the Applicants' obligation as stated above, the Applicant will compensate the Organizers and/or the CSP Organization and/or the Partner Organizations, immediately upon their first demand, for any expense and/or payment (including legal expenses) and/or damage and/or loss and/or lawsuit and/or demand as stated, and this without detracting from any of the other rights of the Organizers and/or the CSP Organization and/or a Partner Organizations under any law.
- 4.3. Applicant is subject to meeting all the conditions set forth in this Call for Solutions, and the conditions of at least one of the Challenges as

described in Section 3, and any other rules and/or conditions set by the Organizers.

4.4. By clicking the "I accept" button below, the Applicant confirms that the Applicant has read this Call for Solutions and agree that the Applicant, all the Applicant Group Members, and/or the Legal Entity are bound by its terms, and that such acceptance will be the equivalent of a signature on this Call for Solutions. Applicant also represents that he/she is authorized to execute this Call for Solutions for the Legal Entity on whose behalf they are accepting the terms of this Call for Solutions, and on behalf of all other Group Members.

4.5. Applications statements:

4.5.1. By participating in the Competition, each Applicant agrees and declares to the Organizers that:

4.5.1.1. All the details it gave are correct and accurate.

4.5.1.2. The Applicant consents to the use and disclosure of full application and information included in the Submission at the time of application, for purposes of relevance review and/or funding decisions.

4.5.1.3. The Organizers and/or its affiliates and/or the JNF Canada and/or the Partner Organizations will publicly acknowledge all finalists and Winners and display basic information, such as name, short description of the company, photograph and biographical information, on the Website (as defined below), social media and press releases, at its sole discretion.

4.5.1.4. The Applicant consents to waive and agree never to assert against the Organizers and/or its affiliates and/or the JNF Canada and/or the Partner Organizations, any moral rights that the Applicant may have in the Submission, including without limitation any rights to attribution or limitation on subsequent modification, for publicity and promotional purposes.

4.5.1.5. The Applicant represent that it is of legal age and competent to enter this Call for Solutions.

5. **Overall criteria for the review of Applications:**

5.1. The Partner Organizations leading each Challenge will establish its own internal judging committee and procedure for reviewing the submissions and selecting the Winner(s) and may apply its own criteria to the review.

5.2. The review criteria may include, but it is not limited to:

- Overall scientific and technical feasibility of the proposed solution
- Novelty and creativity
- Business potential
- Potential for proprietary position (i.e., is the technology novel or protectable)
- Quality of team – capabilities and related experience

- Maturity level of the proposal
- General impression

6. **Timeline:**

6.1. All qualifying Submissions will be reviewed by the Organizers.

6.2. **Overarching timeline:**

6.2.1. Applications Open: May 31 to July 31<sup>st</sup>, 2023.

6.2.2. Applications Reviewed: August 1<sup>st</sup> to November 25<sup>th</sup>, 2023.

6.2.3. Winners announced: November 27<sup>th</sup> - December 15<sup>th</sup>, 2023.

6.3. All the Challenges' judging procedures will conclude with the announcement of the Winner and the awarding of the prizes during the Final Event, unless determined otherwise in this Call for Solutions.

6.4. Applicants may be invited to present their pitches to a live or Internet audience during the review process, as well as during the Final Event, either as part of individual events or a ceremony.

7. **Submission, Application Form:**

7.1. Submissions to the Competition are sent via the Competition's website (the "**Website**"): [www.climatesolutionsprize.com](http://www.climatesolutionsprize.com).

7.2. Submissions will be submitted in English only.

7.3. Applications must include all the required fields in the application form.

7.4. The application process includes validating the information of the Applicants company or venture's existing profile on the Website [startupnationfinder.org](http://startupnationfinder.org) or creating a new profile for the Applicants company or venture in case it does not yet exist.

7.5. Only full Submissions will be accepted and considered for the Competition, and it is the responsibility of the Applicant to make sure that the details are complete and correct before submitting them.

7.6. Applications include the option of opting-out from specific Competition Challenges that are not of interest or relevant to the Applicants. If Applicants opt-out from a Challenge, then their application will not be channeled to that Challenge.

7.7. Qualifying Applicants will be channeled to the relevant Challenges as per the Organizers' sole discretion. The application may be channeled to multiple Challenges at the same time.

7.8. Applicants that do not meet the eligibility criteria of the Competition will not be channeled to any Challenge, as per the Organizers sole discretion, and will be notified by email.

7.9. All communications from the Applicant, including the Submission, are on a non-confidential basis, and may be sent to third parties, including without limitation consultants and/or employees of Organizers and/or the CSP Organization and/or the Partner Organizations and/or others.

- 7.10. The Applicant agrees that Organizers can email you information relating to the Competition, the Final Event, or events and opportunities related to climate-tech.
  - 7.11. Applicants will be notified via email that their Submission has been channeled to one or more of the Challenges, and if additional information is needed during the review process.
8. **Conditions of Funding the Investment Prize (Challenge A):**
- 8.1. The Winner of the Capital Nature Investment Challenge (Challenge A) shall be entitled to receive the Investment Prize led by Capital Nature. The Investment Prize consists of an equity investment opportunity of \$1 Million USD led by Capital Nature Ltd., subject to completion of corporate approvals, successful due diligence and the signing of the SAFE Agreement. The SAFE Agreement (simple agreement for future equity) shall include a discount of 20%, information rights, board member right, preemptive rights, and MFN. The cap of such SAFE shall be determined together by the Partner Organization and the Winner.
  - 8.2. The Investment Prize, and any financial contribution associated with the investment, will be paid directly by Capital Nature and an additional investor, if applicable and relevant, to the Winner. The Organizers do not bear any responsibility for any financial or non-financial commitments of the Investment Prize, or any other types of prizes made by Capital Nature and an additional investor (if applicable and relevant) and will not bear any responsibility in this regard.
  - 8.3. The financial contributions are subject to the availability of funds. The Organizers will make commercially reasonable efforts to maintain the level of the prize as advertised, but the Organizers and Capital Nature do not guarantee that the monetary or other non-financial commitments will be received. Should funding levels not be available or decreased due to unforeseen circumstances or for any other reason, the Organizers and Capital Nature reserve the right to reduce, defer or suspend the prize, and are not liable for any shortfall.
  - 8.4. The Partner Organization's willingness to offer the Investment Prize to any particular Applicant is based upon, inter alia, considerations pertaining to the practicability of the Applicant's venture and the feasibility of its Submission. Therefore, in the event Partner Organization reasonably concludes that none of the Submissions are satisfactory in respect to quality or stage of development, and substantially do not meet the minimal criteria for investments by Partner Organization, then it shall not be obligated to elect a Winner or offer the Prize. Applicants waive any claim or demand it may have against Partner Organization in such respect. In the event that the Partner Organization determine that there is no suitable Applicant to be chosen as the Winner and/or to be offered the Prize, the Partner Organization shall provide a written explanation detailing the reasons for its decision to each of the Finalists, and in the event that no Finalists were chosen, as to the top 3 Applicants of the Shortlisted companies pitching at the Startup Showcase Event.

8.5. It is the Winner's sole responsibility to pay any required taxes associated with the winnings, as per the law of the State of Israel or other applicable law.

9. **Conditions of Funding Cash Prizes for the Winners (Challenges B, C, D, E, F):**

9.1. The Winners of Challenges B, C, D, E, and F will be awarded a non-refundable grant (cash prize), transferred to them by the Organizers. The transfer will be conducted after the Winner receives a written confirmation of winning the Challenge, and after the announcement is made public during the Final Event.

9.2. The amount of the cash prize of each of the Winners is defined in Section 3 above.

9.3. Payments will be made to the bank account whose details will be provided by the Winners. Winners must specify only one bank account information. In the case of a Winner venture that is not yet incorporated as a company and is led by multiple entrepreneurs, then they must select a representative to receive the award on behalf of all (the "**Representative**"). The Organizers and/or the Partner Organizations will not bear any responsibility in connection with the distribution of the prize among the various entrepreneurs after it has been transferred to the Representative.

9.4. The use of the prize money is not limited, and the Winners will be given absolute discretion to do with the prize money as they see fit.

9.5. It is the Winner(s) sole responsibility to pay any required taxes associated with the winnings, as per the law of the State of Israel or other applicable law.

9.6. The cash prizes are subject to the availability of funds. The Organizers will make commercially reasonable efforts to maintain the level of prizes as advertised, but the Organizers do not guarantee that the funding or other non-financial commitments will be fulfilled. Should the funding in relation to the prizes, as detailed above, are not available or decreased due to unforeseen circumstances or for any other reason, the Organizers reserve the right to reduce, defer or suspend the prizes, and are not liable for any shortfall.

10. **Conditions for Temasek Foundation Visit Prize for Winner of Challenge B:**

10.1. The Visit Prize consists of a flight ticket for one person from Israel to Singapore and accommodation for three nights for that person in Singapore.

10.2. The Visit Prize will be booked by the Organizers. The Winner will determine one Representative that will receive the Visit Prize and will cooperate with the Organizers to provide all necessary details to book the flights and accommodation, including a copy of the Representative passport and visa, if necessary.

- 10.3. The visit will take place up to five (5) months following the announcement of the Winner. The dates of the Visit will be agreed first by the Winner with the leading Partner Organization. The leading Partner Organization will communicate the selected dates to the Organizers. Before the tickets and accommodation have been booked by the Organizers, it is possible to postpone the visit for up to three (3) additional months, if requested by the leading Partner Organization.
- 10.4. It is the Winner sole responsibility to secure any necessary visa or other travel permits, and to pay for travel insurance, international phone/internet communication package, transportation costs to/from airports, meals, internal transportation at destination, and any other cost associated with the visit.
- 10.5. It is the Winner sole responsibly to pay any required taxes associated with the winnings, as per the law of the State of Israel or other applicable law.
- 10.6. The Organizers and/or the Partner Organizations will not bear any responsibility in connection with cancellation or change of schedule of flights, for any reason whatsoever. The Organizers and/or the Partner Organizations will not bear any responsibility in connection with the Winner's responsibilities as per Sections 10.3, 10.4 and 10.5 above.
- 10.7. The Visit prize is subject to the availability of funds. The Organizers will make commercially reasonable efforts to maintain the level of prizes as advertised, but the Organizers do not guarantee that the funding or other non-financial commitments will be fulfilled. Should the funding in relation to the prizes, as detailed above, are not available or decreased due to unforeseen circumstances or for any other reason, the Organizers reserve the right to reduce, defer or suspend the prizes, and are not liable for any shortfall.

11. **Conditions of Engagement Package for Winners of Challenges C, D, E, F:**

- 11.1. The Winners of Challenges C, D, E and F will be awarded and Engagement Package by the respective leading Partner Organization. The Package consists of:
  - 11.1.1. Constructive Feedback - a minimum of two meetings where the leading Partner Organization reviews the Winner's technology offering and/or its business/use-case applicability, and the possibility to explore a proof of concept, pilot or commercial collaboration, as applicable. The first session will take place within two (2) months following the announcement of the Winner on stage.
- 11.2. The success of the Engagement Package requires the cooperation between the Winner with the Partner Organization in good faith. The Organizers will make a reasonable effort to ensure that the parties cooperate so that the Engagement Package is granted to the Winner. However, the Organizers will not bear any responsibility in the event the Engagement Package is not granted, or not granted in a satisfactory

manner, and the Partner Organization shall bear all responsibility in this regard.

12. **Conditions of Funding the ESIL Prize (Challenge G):**

- 12.1. The Winner of the ESIL Challenge, may be offered to join the ESIL Innovation Lab as well as funding of up to 1,000,000 NIS, with an option of ESIL to provide additional follow-on investment of up to 1,000,000 NIS, all in accordance with the terms of the Simple Agreement for Future Equity (“SAFE”) as will be provided by ESIL to the Winner. It is hereby clarified that the joining to ESIL’s Innovation Lab, and the funding by ESIL shall be subject to (i) the Winner’s prior acceptance to the SAFE commercial terms; (ii) approval of ESIL’s board of directors; (iii) prior approval of the Organizer’s selection committee; and (iiiv) prior approval of the Israel Innovation Authority according to the terms of Track #29 (<https://innovationisrael.org.il/startup/programsrnd/labs>) and to applicable laws; The Prize shall be granted in the form of a SAFE agreement, with a discount of 20% and a pre-defined valuation cap, information & inspection rights, board member observer rights, preemptive rights, right of first refusal and co-sale rights, veto rights and MFN. The cap of such SAFE shall be determined together by ESIL and the Winner.
- 12.2. ESIL shall be solely responsible for the Prizes of the ESIL Challenge and for any other financial and/or non-financial commitments associated with the Prizes. The Prizes shall be paid directly and solely by the Partner Organization to the Winner. Notwithstanding anything to the contrary, it is acknowledged that the SAFE investment shall be carried out under the terms of Track #29; hence the investment funds shall be provided by the IIA and ESIL, as determined thereunder and subject to compliance with the IIA regulations. The Organizers shall not bear any responsibility or commitment with respect to the ESIL Prize.
- 12.3. The financial contributions are subject to the availability of funds. The Organizers will make commercially reasonable efforts to maintain the level of the prize as advertised, but the Organizers and ESIL do not guarantee that the monetary or other non-financial commitments will be received. Should funding levels not be available or decreased due to unforeseen circumstances or for any other reason, the Organizers and ESIL reserve the right to reduce, defer or suspend the prize, and are not liable for any shortfall.
- 12.4. The Partner Organization’s willingness to offer the Investment Prize to any particular Applicant is based upon, inter alia, considerations pertaining to the practicability of the Applicant’s venture and the feasibility of its Submission. Therefore, in the event Partner Organization reasonably concludes that none of the Submissions are satisfactory in respect to quality or stage of development, and substantially do not meet the minimal criteria for investments by Partner Organization, then it shall not be obligated to elect a Winner or offer the Prize. Applicants waive any claim or demand it may have against Partner Organization in such respect. In the event that the Partner Organization determine that there



is no suitable Applicant to be chosen as the Winner and/or to be offered the Prize, the Partner Organization shall provide a written explanation detailing the reasons for its decision to each of the Finalists, and in the event that no Finalists were chosen, as to the top 3 Applicants of the Shortlisted companies pitching at the Startup Showcase Event.

- 12.5. It is the Winner's sole responsibility to pay any required taxes associated with the winnings, as per the law of the State of Israel or other applicable law.
- 12.6. Additional Conditions for the Development Prize of ESIL: The success of the Development Prize of ESIL requires the cooperation between the Winner with the Partner Organization in good faith. The Organizers will make a reasonable effort to ensure that the parties cooperate so that the Engagement Package is granted to the Winner. However, the Organizers will not bear any responsibility in the event the Engagement Package is not granted, or not granted in a satisfactory manner, and the Partner Organization shall bear all responsibility in this regard.
- 12.7. Additional Conditions for the COP28 UAE Visit Prize by ESIL: TLV-DBX-TLV flights, 3 nights' accommodation, and entrance to the Green Zone and selected event participation for one person.
- 12.8. The COP28 Visit will be booked by the Partner Organization. The Winner will determine one Representative that will receive the COP28 Visit and will cooperate with the Organizers to provide all necessary details to book the flights and accommodation, including a copy of the Representative passport and visa, if necessary.
- 12.9. The visit will take place between November 30, 2023 and December 13 2023. The exact dates of the Visit will be agreed by the Winner with the leading Partner Organization.
- 12.10. It is the Winner sole responsibility to secure any necessary visa or other travel permits, and to pay for travel insurance, international phone/internet communication package, transportation costs to/from airports, meals, internal transportation at destination, and any other cost associated with the visit.
- 12.11. It is the Winner sole responsibility to pay any required taxes associated with the winnings, as per the law of the State of Israel or other applicable law.
- 12.12. The Organizers and/or the Partner Organizations will not bear any responsibility in connection with cancellation or change of schedule of flights, for any reason whatsoever. The Organizers and/or the Partner Organizations will not bear any responsibility in connection with the Winner's responsibilities as per Sections 12.7 to 12.11 above.
- 12.13. The Visit prize is subject to the availability of funds. The Organizers will make commercially reasonable efforts to maintain the level of prizes as advertised, but the Organizers do not guarantee that the funding or other non-financial commitments will be fulfilled. Should the funding in relation to the prizes, as detailed above, are not available or decreased due to unforeseen circumstances or for any other reason, the Organizers

reserve the right to reduce, defer or suspend the prizes, and are not liable for any shortfall.

13. **Additional prize granted by AWS:**

- 13.1. In addition to the prizes specified above, at the sole discretion of the Organizers and of Amazon Web Services Israel Ltd. (“**AWS**”), two (2) Applicants of the Climate Solutions Prize 2023 will be selected to showcase at the AWS Clean Energy Showcase at COP28 in UAE. The invitation will be granted to one (1) representative from each Applicant selected (“**the Winners of the AWS Prize**”).
- 13.2. The Winners of the AWS Prize are responsible to book and cover their own travel, accommodation, and any other related expenses to attend COP28, including the need to secure any permits or other tickets to the premises. In the event this responsibility is not met, for whatever reason, and the Winner is unable to attend the AWS Clean Energy Showcase at COP28 at the relevant date, the Winner will waive any claim or demand it may have against AWS or the Organizers.
- 13.3. In the event that none of the Applicants are considered suitable by the AWS to be offered the Prize, then it shall not be obligated to elect a Winner or offer the Prize. Applicants waive any claim or demand it may have against AWS in such respect.
- 13.4. The Organizers will make commercially reasonable efforts to maintain the level of prizes as advertised, but the Organizers do not guarantee that the funding or other non-financial commitments will be fulfilled. Should the funding in relation to the prizes, as detailed above, are not available or decreased due to unforeseen circumstances or for any other reason, the Organizers reserve the right to reduce, defer or suspend the prizes, and are not liable for any shortfall.

14. **Intellectual Property:**

- 14.1. Unless otherwise agreed between the Partner Organization leading a Challenge and the Applicants (including, but not limited to, the Winner and the Finalists), nothing in this Call for Solutions shall be regarded as transfer of any of Applicants’ Intellectual Property rights to the Partner Organization or anyone on its behalf, and each Applicant will retain exclusive interest and ownership of its Intellectual Property.
- 14.2. The Applicants may sign an NDA with the Partner Organization during the review process. The NDA will be negotiated directly between the Partner Organization and the relevant Applicant.

15. **Miscellaneous:**

- 15.1. The Organizers reserve the right to update this Call for Proposal and the terms of the Competition and the Tracks, at their sole discretion, in a notice that will be published on the Competition’s Website, and a notice that will be sent to the relevant Partner Organizations. Notwithstanding

the above, changes to sections 3 and 13 to this Call for Proposal shall be done in coordination with the relevant Partner Organization.

- 15.2. The Organizers will be entitled, in consultation with the relevant Partner Organization, to disqualify participants from participating in the Competition and/or cancel the winnings of participants if, in their opinion, they act in improper ways, and also reserve the right not to award the prize to winning participants if it is found that those participants acted dishonestly and/or incorrectly.
- 15.3. In the event of any inconsistency between the provisions of these Call for Solutions and other publications regarding the Competition or the Tracks, the provisions of this Call for Solutions shall prevail, for all intents and purposes. Notwithstanding the above, if the Organizers issue additional terms which are stated explicitly to be added to this Call for Solutions, such additional terms will prevail, provided that a notice of such additional terms was published on the Website and a notice that was sent to the relevant Partner Organizations.
- 15.4. The Organizers and/or those on their behalf have the full exclusive right and discretion to change the dates specified in this Call for Solutions and the rules set forth therein, including by terminating the Competition, provided that, the Organizers provided each relevant Partner Organization with a written notice to that effect. If the Applicant continues with the Competition after any changes in the Call for Solutions, the Applicant will be bound by those changes.
- 15.5. The law applicable to the Call for Solutions and all that derives from it is Israeli law only. The exclusive jurisdiction is given to the competent courts in the Tel Aviv-Yafo, Israel.
- 15.6. The Applicant's participation in the Competition and the Applicant's use of the Competition content, the website and/or the prize are at the Applicant's sole risk and such is provided "as is" and "as available".
- 15.7. For the avoidance of doubt, it is clarified that the above prizes are the full and exclusive reward for winning the Challenges. These awards include any expense, tax or other mandatory payment involved in its award. Any tax applicable to the payment of the winning amount, will be borne by the Winner alone. The Organizers and/or the applicable Partner Organization will be entitled to transfer to the tax authorities, if required to do so by law or by a competent authority, the details of the Winner and/or to deduct any withholding tax to the extent they are required to do so by law or by a competent authority.
- 15.8. By applying, the Applicant agrees to release and hold harmless the Organizers and each Partner Organization and their subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) the Applicant's participation in the Competition and/or its acceptance, possession, use, or misuse of the prize or; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware,

or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service.