

Terms and Conditions

1. Background and Introduction

This website is created to provide information about, and enable startups to apply to, the NYC Startup Delegation (the "**Program**").

The Program is organized by Axis Innovation Ltd ("Axis"), a registered corporation under the laws of the State of Israel, with main offices at 152 Begin Menachem Rd, Tel Aviv-Jaffa 6701101, Israel.

These terms, conditions and any rules for the Program on the Program website (together the "**Terms and Conditions**") operate for the benefit of Axis, who contribute to or are involved in the administration, operation and maintenance of the Program. References to "we", "us" and "our" in these terms and conditions shall refer to Axis.

Please read these terms and conditions carefully before you apply to the Program. By submitting an application, you accept these terms and conditions and agree to comply with them. If you disagree with any of the stated terms and conditions, you cannot submit an application and may not participate in the Program. Should you still decide to submit an application you will be held as accepting all term and conditions. A copy of these terms and conditions can be provided to you if you send us an email.

2. Program Details

Axis will arrange a series of meetings in New York with potential business partners including corporations and investors.

3. No Representations

Axis or other sponsors of the Program makes no representation that any business deals will result from these meetings.

4. Eligibility

Who can apply to the Program?

- a) A startup that has a commercially proven technology,
- b) A startup that is incorporated in the State of Israel with plans to enter the US market.

If you are unsure about your eligibility to apply for the Program, please contact us before submitting an application.

5. Submitting an Application

- a) In order to submit an application, you must fill in all mandatory fields and answer all questions within the application form on the Program website.

- b) Applications must comply with guidelines and recommendations set out on the Program website.
- c) Applications must be submitted in English.
- d) The submitter approves that he/she has the legal authority to submit the application on behalf of the company.

6. Timeline

After the applications have been submitted, the Program will run in accordance with the following indicative timeline. We reserve the right to change any of the timeframes indicated on our Program website (changes will be posted on the Program website):

- November 15, 2024 – Application opens.
- December 2, 2024 – Application Deadline
- December 2-15, 2024 Screening Process
- December – January 2025 – Workshops with Axis: Startups that pass the screening process will participate in a workshop with Axis and event partners experts to discuss business opportunities, potential joint value propositions, tech requirements, etc.
- January – Axis will announce the selected startups via email and Program on its social media platforms, the Program website and on an external media websites
- Startups will be required to confirm their participation once selected within 24 hours.

7. Public Relations

The Program will be covered by media and by applying to the Program you agree that you may be mentioned in the articles.

8. Selecting the Startups for the Program

- a) The team will make its decision for the Program based on the application forms, demos, workshops and based on the startup's go to market strategy.
- b) Decisions made by the Team are final.
- c) Whenever we need to contact you in connection with the Program, we will use the contact information provided by you in the application form. We are not responsible for incomplete or incorrect contact information provided.

9. Intellectual Property Rights, Information and Publicity

- a) You confirm by applying to the Program that you lawfully own all Intellectual Property Rights ("IPRs") subsisting in your application to the Program and that your participation does not infringe on any third party's IPRs. You are responsible for obtaining any and all necessary permissions from third parties to use their IPRs in your application. We reserve the right to disclose your identity to any third party claiming material posted or uploaded by you to the Program website constitutes a violation of their IPRs, or their

confidentiality/privacy rights. We reserve the right to ask for additional evidence or documents to validate that all information you supply is true and complete.

- b) The Program does not retain any equity or ownership of the idea upon application. You retain full and exclusive ownership of your information and intellectual property rights. Any idea you submit will only be used for the purpose of evaluating your application to the Program.

10. Changes and Program Cancellation

- a) We may cancel the Program or vary these terms and conditions at any time at our sole discretion.
- b) We reserve the right to suspend the Program at any time and to change the form and substance, dates for deadlines, and events, locations, and/or specification of the Program.
- c) Any changes to the terms and conditions will be posted only on the Program website.
- d) We reserve the right to not select startups for the Program.
- e) By applying to the Program you give your consent to such modification or cancellation in advance.

11. Use of Your Information and Privacy Statement

- a) Privacy Statement
- b) Confidentiality – Unless stated otherwise, information submitted in any application will be used by Axis for the purposes of the Program.
- c) We may also use the information for other purposes, at our sole discretion, including for marketing purposes, or to send you promotional materials or communications regarding services provided by us or other members of the Axis network that we feel may be of interest to you.

12. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with Israeli law. Any dispute arising under these Terms and Conditions shall be subject to the exclusive jurisdiction of the Tel Aviv courts. By applying to the Program, you agree to submit to the Israeli law, regardless of your country of establishment or residence. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions.

13. Miscellaneous provisions

Headings of Sections herein are inserted for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.