

Start4Health Program of Pfizer CDI

“Acceleration Lab” & “ScaleUps Studio”

TERMS AND CONDITIONS AND PRIVACY POLICY

Agreement between Entrant and Pfizer

The **2024 Start4Health program** (hereinafter “the program”) consists of the “**Acceleration Lab Project**” and the “**ScaleUps Studio Project**”, which are offered by the Center for Digital Innovation (CDI) of Pfizer Hellas S.A.¹ (hereinafter “Pfizer”) to legal entities operating lawfully in Greece eligible to participate in this program (Entrants) and is conditioned on their acceptance, without modification or reservation, of the terms and conditions contained herein (also “Terms”). The submission by the Entrants of the Entry Form for their participation to the program (“Submission”) constitutes their agreement to the following Terms.

Acceleration Lab Project objective

The Start4Health Acceleration Lab Project is an innovation competition that aims to support the Greek startup ecosystem grow, while opening a dialogue with selected companies to discuss collaboration opportunities. In doing so, it offers to selected innovative companies free business acceleration support by Pfizer and other experts, as well as the opportunity to win monetary prizes and investigate collaboration opportunities with Pfizer.

ScaleUps Studio Project objective

The Start4Health ScaleUps Studio Project aims to give the opportunity to companies that already have a track business record to investigate collaboration opportunities with Pfizer, by connecting them directly with Pfizer domain experts, fostering in this way innovation partnerships.

Challenge Statement

Pfizer CDI invites the Greek startup ecosystem to carve the future of healthcare through Digital Innovation with their visionary ideas in the third iteration of the Start4Health challenge.

Challenge Description

In this year’s Start4Health, Pfizer seeks a wider range of solutions, beyond digital healthcare and across the entire value chain of digital innovation in the pharmaceutical industry. More specifically, Pfizer seeks solutions that fall under one or more of the following four thematic pillars:

- eHealth:

Solutions that improve patients’ lives and revolutionize patient care through the use of technology ranging from AI, machine learning, IoT, digital biomarkers, personalized medicine, digital therapeutics and biomedical devices to remote and digital diagnostics, health literacy and clinical decision support systems.

¹ Pfizer Hellas S.A. is a Greek corporation having its registered office at 243 Mesogion Av., 15451 Athens, Greece (“**PFIZER**”), and tax registration number 094012336 of the Tax Office of FAE Athinon; it is duly represented by Mr. Zachary Ragousis, President and Managing Director. The Center of Digital Innovation (CDI) is a division of Pfizer Hellas S.A. managed by Mr. Nico Gariboldi, Vice President Pfizer and Thessaloniki Site Lead.

- **Bioinformatics:**

Computational techniques, algorithms and platforms that process, analyze and interpret biological data to aid in discoveries and health innovation in the life sciences, from genomics to disease prediction.

- **Data Insights and Business Intelligence:**

Data-driven solutions and tools that could include data analysis, patient data, real time insights, reporting and decision-making to optimize healthcare processes, resource management, operations, strategy and the whole value chain.

- **Sustainable Innovation**

Sustainability-focused initiatives within the pharmaceutical industry value chain that can have a direct impact on sustainability priorities in healthcare, e.g., environmentally sustainable practices and technologies, carbon emission reduction efforts, energy-efficiency enhancements and advancements in materials, transportation, smart buildings and waste management.

Eligibility for participation in the “Acceleration Lab Project” & “ScaleUps Studio Project”

The Projects are open for participation to any legal entity (Entrant) that operates lawfully in Greece, it has a Greek Tax Identification Number (“VAT ID”/«ΑΦΜ»), and it has its registered seat in Greece.

Participation in the Projects is not permitted to legal entities wholly or partially owned or administered by Pfizer employees. Owning of minority shareholdings of less than 5% by a Pfizer employee does not prohibit the corresponding legal entity to participate in the challenge.

Pfizer is entitled, at any stage of the Projects to request from participants to provide whatever documents are reasonably required to prove their lawful existence and representation (such as articles of association, Minutes, General Commercial Registry registration number and extracts etc.) and verify in good faith their compliance with the terms and conditions of both Projects. Non or delayed delivery of such information or documentation may result in the elimination of the Entrant from this Challenge by Pfizer’s unilateral decision. Indeed, Pfizer reserves the exclusive right to exclude any Entrant which, in the opinion of Pfizer, does not meet the necessary requirements or any other aspect of the Terms herein.

The participation of the Entrants in this Challenge constitutes, on the one hand, an unconditional declaration by each one of them that its submission satisfies the conditions of the program and on the other hand, a full and unconditional acceptance of the terms of the program, of the evaluation(s) to follow by the evaluation body(ies) or by Pfizer and the result of the selection procedure for the prized winners (provided for by the “Acceleration Lab Project” only) (2).

Pfizer shall not be liable in the event it does not detect false or incorrect declarations submitted by Entrants. The Entrants alone shall be solely responsible for their Submissions, as well as for the truth, accuracy, and completeness of the data they declare.

These Terms may be subject to change at any time by Pfizer and any decisions of Pfizer on eligibility, interpretation of Terms, evaluation, intervention in disputes or differences of opinions among the Entrants between themselves or between the Entrants and Pfizer related to these Projects including

the Challenge will be final and binding for all participants and in all respects.

Pfizer reserves the right to unilaterally cancel or suspend or shorten or extend the program at any time at its sole discretion. It is also noted that if the judges/evaluators of the Acceleration Lab Project” consider that none of the submissions meets the criteria for award, it may take a decision not to award the prize. Entrant waives hereby any right to claim any kind of compensation or cost that emerged due to such cancellation or suspension or non-award of the prize of the Acceleration Lab Project, once it was not due to gross negligence or malicious intention by Pfizer’ management.

All and any notice related to the amendment of the Terms of the program will be uploaded to the websites [Center for Digital Innovation](#) and [SwitchPitch](#), in the section devoted to the present Challenge and/or by any other appropriate means.

How to apply for the Program

The legal entities wishing to participate in the Challenge are required to submit electronically through the web-site [SwitchPitch](#), an entry form, duly completed as per the guidelines contained therein and in full compliance with all terms and conditions specified herein, the latest by [the 24th of June 2024 \(11:59 pm EET\)](#).

Entrants, by submitting the entry form, declare and guarantee that their application is submitted by their legal representative, who is lawfully binding the Entrant, and in accordance with the Terms and conditions of the Challenge. Pfizer is always entitled to request appropriate verifying documentation from the Entrant or seek through independent counsel(s) confirmation that the declaration of the Entrant is truthful and accurate.

The Submission must demonstrate the capabilities and functionality of the proposed solution and address the stated criteria listed herein. Each Submission entered into the Challenge must meet the "Submission Requirements" (any Submission that, in Pfizer’s sole discretion, does not meet the following criteria will be disqualified).

Applicants are required to clearly indicate within the entry form the project they wish to apply for (the “Acceleration Lab Project” of the “ScaleUps Studio Project”). However, Pfizer reserves the right to suggest a transfer to another project if deemed more suitable, upon communication and agreement with the applicant.

Submission Requirements

By the participation in this Challenge, each Entrant represents, warrants, and covenants as follows:

- (a) Entrant is the sole author, creator, and owner of the Submission.
- (b) Entrant is eligible to participate in the Challenge in accordance with the eligibility criteria set forth in the present terms and conditions.
- (c) The Submission is not the subject of any actual or threatened litigation or claim.
- (d) The Submission does not and will not violate or infringe upon the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.
- (e) The Submission, and Entrant’s use of the Submission, does not and will not violate any applicable substantive laws and regulations applicable both in Greece and in the State of New York of the U.S.A.

- (f) Entrants will indemnify, defend, and hold harmless Pfizer from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from Entrant's Submission or any breach or alleged breach of any of the representations, warranties, and covenants of Entrant hereunder. Pfizer reserves the right to disqualify any Submission that Pfizer, in its sole discretion, deems to violate these requirements.
- (g) Violation of the Terms by the Entrant constitutes a reason for exclusion from the program and such exclusion occurs automatically with the simultaneous finding of the infringement and it retroactively refers to the time of submission of the participation, rendering the latter for all practical purposes as never submitted and non-existent; Pfizer reserves the right to inform Entrant for such exclusion or treat the Entrant tacitly as excluded. Pfizer reserves any legal right for the damage it may sustain for such violation of the Terms and exclusion from the Challenge.

Selection Criteria for the Acceleration Lab Project

The Submissions and proposed solutions will be judged and scored by a review panel chosen by Pfizer ("Review Panel"), which may include both Pfizer colleagues employed by one or more companies of the Pfizer group world-widely, as well as experts from other cooperating legal entities and Pfizer's consultants and/or service providers.

The Review Panel will rank the Entries based on:

- Maturity of solution;
- Team skillset and ability to implement the solutions;
- Product & technology innovation;
- Business model viability;
- Scalability;
- Relevance to Pfizer business needs and priorities
- Impact on pharmaceutical and/or healthcare industry.

The evaluation criteria are to be applied in the sole discretion of the judges/evaluators of the Review Panel. Each Entrant into the Challenge by participating in the Challenge acknowledges and agrees that such evaluation may differ from legal entity to legal entity and agrees to be bound by and not challenge any final decisions of the judges/evaluators/Review Panel.

Entering the Acceleration Lab Project

The Five (5) entries, highest ranked on the selection criteria, will be selected to enter in the Acceleration Lab Project. These entries will be notified by the email address provided.

The Acceleration Lab Project will last approximately 6 (six) weeks, with possible start on **September 9th, 2024**.

As part of the benefits offered by the Acceleration Lab Project to the participants and besides other interactions and activities that may be needed to track progress of the solution, the five (5) selected entries will take part in the following activities:

- One-day kick-start bootcamp
- Kick-off workshop

- Three (3) mentoring sessions with mentors from Pfizer or other collaborating partners
- Two (2) coaching sessions with coaches from Pfizer or other collaborating partners
- One (1) workshop on relevant field
- One (1) webinar to educate entries to entrepreneurial skills
- One (1) dry run session in preparation of the final demo day
- One final demo day, where the five (5) entries will present the final stage of their proposed solutions to the “Review Panel”.

All the above activities, with the exception of the last in the list (namely, the final demo day), will be held remotely through electronic means.

The five (5) selected entries will deliver 2 progress reports in the course of the Acceleration Lab Project.

The 5 entrants to the Acceleration Lab Project are required, and through their participation to the Challenge promise, to attend, duly represented, the special award ceremony (final demo day), scheduled to take place within the 4th quarter of 2024 in Thessaloniki or to any other time and place to be nominated in the meantime by Pfizer. Regarding the attendance of the special award ceremony in particular, Pfizer will cover, to the extent applicable, for each one of the 5 (five) Entrants to the Acceleration Lab Project, travel expenses up to a maximum of EUR 350.00 (three hundred fifty euros) per participating entity, to cover “economy seat” air-fares for flights of up to two persons from the Entrants' place of establishment/registered office to Thessaloniki/return; flight arrangements will be made care of Pfizer’s contractor helping Pfizer to organize the two projects, the contact details of which will be provided to the Entrants by Pfizer timely upon request. The above travel costs shall be disposed by Pfizer to the eligible Entrants of the Acceleration Lab Project in accordance with Pfizer’s International Anti-Bribery and Anti-Corruption Principles.

Winner selection

The Review Panel will analyze and rate all five (5) entries in the Acceleration Lab Project, selecting the winner that obtains the highest rating, based on the criteria mentioned above. The results of the evaluation process are not going to be published. The winner will be announced potentially during the final demo day, expected to be held in the 4th quarter of 2024.

In the Review Panel neither the five (5) selected legal entities nor any of their owners/administrators/directors is allowed to participate, nor any company that has granted funding to any of the five (5) entities, except for Banking institutions, if applicable.

Prizes/Rewards

1. Monetary Prizes

The legal entity that will be ranked 1st by the Review Panel after the final demo day will be awarded a monetary prize of **25,000€** (Twenty-Five Thousand Euro) payable to the winning legal entity from any legal entity the Pfizer group will decide and indicate to such winning party. Similarly, the legal entity that will be ranked 2nd will be awarded a monetary prize of **10,000€** (Ten Thousand Euro), as described above.

2. Possible Collaboration

If an Entrant is selected as the 1st winner, upon Pfizer's request, such Entrant may negotiate in good faith and as a matter of priority first with Pfizer for the right of Pfizer to acquire or license Entrant's solution, including further changes and/or developments made thereof during the Acceleration Lab Project, if applicable. To avoid any doubt, winning the Acceleration Lab Project does not automatically lead to further legally binding contractual agreements with Pfizer. The detailed terms of any possible future agreements between Pfizer and the winner (or any of the Entrants), if any, will be negotiated separately and will not be linked to the Term set herein.

General Prize Conditions

All awards will be contingent on the winners having successfully passed Pfizer's internal compliance procedures. The successful completion of the compliance procedure and due diligence review will be at Pfizer's sole discretion. After the successful compliance assessment, the 2 winners (1st and 2nd) will be paid pursuant to Pfizer's standard invoicing process. The winners will be burdened with any income or other taxes pertaining to the transaction either in Greece or elsewhere. The funds will be remitted/deposited to a bank account located in Greece belonging to the winners. The invoice of the winners will bear a Greek VAT number.

Selection Criteria for ScaleUps Studio Project

Throughout the Initiative, the Company "Pfizer" will select up to two entrants to participate in the ScaleUps Studio Project. The entrants will be selected by a dedicated review committee chosen by Pfizer ("Review Committee"), which may include both Pfizer colleagues employed by one or more companies of the Pfizer group world-widely as well as experts from other cooperating legal entities and Pfizer's consultants and/or service providers.

The Review Committee will rank the Entries based on:

- Maturity of company;
- Financial Stability (revenue streams, funding history);
- Product/Service Maturity (scalability);
- Team skillset and ability to implement the solution;
- Product & technology innovation;
- Business model viability;
- Relevance to Pfizer business needs and priorities;
- Impact on pharmaceutical and/or healthcare industry.

The evaluation criteria are to be applied in the sole discretion of the Review Committee. Each Entrant into the Challenge by participating in the Challenge acknowledges and agrees that such evaluation may differ from legal entity to legal entity and agrees to be bound by and not challenge any final decisions of the judges/evaluators/Review Committee.

Entering the ScaleUps Studio Project

As part of the benefits offered by the ScaleUps Studio Project to the participants and besides other interactions and activities that may be needed, the selected entries will take part in the following activities:

- One (1) introduction and preparation meeting:

Each entrant will participate in a preparation meeting with cooperating legal entities and Pfizer's consultants and/or service providers to assist them with their approach for a possible collaboration concept and synergies, as well as any presentation or other material they might want to showcase.

- One (1) Solution Exploration Workshop:

Each entrant will participate in a Solution Exploration Workshop together with specifically allocated representatives from Pfizer's business units, depending on their solution, with the aim of better understanding each side, initial brainstorming, finding common ground for possible synergies/solutions and working together.

It is highlighted that there is **no monetary prize associated with participation to "ScaleUps Studio Project"**. While there is no monetary prize associated with participation, selected startups will have **the opportunity to engage directly with our business department to explore potential partnerships, co-development opportunities, and strategic alliances**. To avoid any doubt, entering the ScaleUps Studio Project does not automatically lead to further legally binding contractual agreements with Pfizer. The detailed terms of any possible future agreements between Pfizer and any of the Entrants, if any, will be negotiated separately and will not be linked to the Term set herein.

Intellectual property

The Entrants shall be fully and exclusively responsible to proceed, if they deem it expedient or advisable and they have not already done so, to any possible registration and official vesting of any rights relating to their Submission.

All legally protected intellectual property rights vested in the Submission, independently of the results of the initiative, will remain the property of the Entrant. By the Submission to the Challenge, the Entrant grants Pfizer a limited, non-exclusive, royalty free license and right to use the Submission to the extent necessary to distribute to third parties associated with the program, conduct the award ceremony, promote the program including the presentation during the award ceremony, as well as for the press coverage and media follow-up related to the program.

The Entrants accept their participation in the Challenge and the Acceleration Lab Project and ScaleUps Studio Project itself, including the special ceremony for the granting of the Acceleration Lab's prize, to be communicated to the general public by any means is deemed appropriate by Pfizer, and they hereby grant their consent to such communication.

Entrant consents, authorizes and grants to Pfizer the irrevocable and unrestricted right and permission to take, copyright, use and publish printed, video, audio, or photographic images of Entrant's representatives, Board Members or Administrators, as the case may be, and Entrant's statements, in whole or in part, in conjunction with or without Entrant's name, or any reproductions thereof related to the Start4Health Program for Pfizer's use with internal and external audiences, including the right to edit these materials to ensure compliance with applicable rules and regulations. Entrant also consents at least one copy of the submissions and of all nominations, as well as photographic, video, and sound recordings and other material from the Challenge, the prize award included, to remain with Pfizer for archival Reasons.

Entrants are not allowed to use the Pfizer name, logo, corporate identity, or images without Pfizer's prior

written consent.

Confidentiality

All the information provided by the Entrants will be non-confidential. The information related to the Submission will be managed by the organizers and delivered to members of the Review Panel and Review Committee, which have the specific task of evaluating Ideas proposed.

All Entrants agree to the publication of their company name, the project title as well as the general project description for the above-mentioned purposes of promotion.

All and each Entrant agrees to abstain from making any announcement, post or disclosure referring to its participation in this program, without Pfizer's prior approval, such approval not to be unreasonably withheld. Pfizer reserves the right to disqualify at its absolute discretion and at any phase of the program the entrant that shall violate the present term.

All Entrants acknowledges that the Pfizer group of companies, including Pfizer Hellas S.A., may presently, during the Challenge, and/or in the future be developing internally, or receiving from other parties, ideas, concepts, solutions, and information that are similar to Entrant's Submission. Accordingly, nothing herein shall prohibit Pfizer from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Submission.

During the course of the Acceleration Lab and ScaleUps Studio Project and the discussions, deliberations and mentoring and coaching sessions that is going to take place, reference is likely to be made to confidential Pfizer business secrets and/or statistics which have been collected care of and/or at the expense of Pfizer and should not be disclosed to any third party not participant of the Start4Health Program. For this reason, Entrants' acceptance to participate in the Start4Health Project raises an obligation to observe confidentiality on such Pfizer's business secrets and related information.

General Legal Restrictions

The Entrants are responsible for checking applicable laws and regulation in their jurisdiction before participating to make sure that their participation is lawful and has acquired all necessary internal approvals by any and all lawfully operating and competent Entrant's bodies to approve their participation in the Start4Health Program and the Challenge. The Entrants are responsible for all taxes and reporting to competent local authorities, related to the challenge.

Personal Data

In the context of the implementation and promotion of the Start4Health Program, Pfizer and/or third parties (either processors at the behest and on behalf of Pfizer, or third parties to which the data may be communicated to secure the smooth conduct of the Challenge), will process personal data in accordance with Regulation (EU) 2016/679 and the provisions of Greek legislation on the protection of personal data (L. 4624/2019), which is posted on the websites devoted to the Challenge: ([Center for Digital Innovation](#) and [SwitchPitch](#)) and which Entrants should carefully study prior to participating to the Challenge.

The personal data (such as Entrant's contact details, tax registration numbers, entrants contact persons, representative's and/or administrator's names, addresses, email addresses etc.) which the

Entrants may submit for this Challenge directly to Pfizer will be used for the purpose of conducting the Challenge and Start4Health program under the Terms. The processing of all personal data collected is necessary for the performance of the contract to which the Entrant is party or in order to take steps at the request of the Entrant prior to entering the contract. Pfizer may keep the data submitted by the Entrants for a period of up to 18 months to examine possible cooperation with said Entrants outside of this Challenge for other projects. Thereafter, said personal data will be deleted, if not kept due to legal retention periods.

The data will be stored in local or global electronic systems which may involve the transfer of the personal data to other members of the Pfizer group or service providers both in the EU or outside of the EU in countries where there is no adequate data protection, such as in the USA. Pfizer will ensure that appropriate safeguards are adopted in order that said personal data are processed by non-EU recipients according to the law and to the standards approved by the EU Commission and the national data protection authority, such as the EU standard contractual clauses.

Data subjects will have the right, provided under the Regulation (EU) 2016/679, namely the right to information, to access, review, correct, update, suppress, restrict, or delete personal data or to request to receive an electronic copy of such data for the purposes of transmitting it to another party. We will respond to data subjects' request consistent with applicable law.

For any questions regarding the processing of personal data by Pfizer or if you would like to request to exercise any of your personal data rights, please contact us at: privacy.officer@pfizer.com.

Anti-Corruption Program

The Start4Health program is not organised, and the Awards are not granted in order to influence any purchasing decisions of the Entrants. Pfizer expressly states that it does not expect any preference for its products on the basis of this Challenge nor that this preference is a condition for participation.

The Entrants represent and warrant that:

- a. They are licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to provide the goods or services contemplated herein, and no regulations or other obligations prohibit them from providing such goods or services;
- b. They have not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment, of any money or anything of value in an effort to influence any Government Official or any other person in order for Pfizer to improperly obtain or retain business or to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment;
- c. They have been provided with a copy of [Pfizer's International Anti-Bribery and Anti-Corruption Principles](#) and has communicated such Principles to all persons acting on its behalf in connection with work for Pfizer, including agents or subcontractors; and
- d. They will (i) provide truthful and complete documentation supporting, in reasonable detail, the work performed, and any expenses incurred, (ii) maintain true, accurate, and complete invoices, reports, statements, books, and other records, and (iii) secure pre-authorization in writing from Pfizer for any extraordinary expenditure, if applicable.

Other issues

All issues and questions with regard to the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of Entrant, and/or Pfizer shall be governed by, and construed in accordance with, the substantive laws of the state of NY, USA, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any other jurisdiction.

The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms shall be the state courts of the State of New York or the United States District Court for the Southern District of New York; and Entrant submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Start4Health Program, but in no event attorneys' fees. Participant hereby waives all rights to (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and (ii) to have damages multiplied or otherwise increased, including for willful patent infringement.

If any provision is held to be invalid, this shall not affect the validity of the other terms and conditions.

Contact Information

In case you have any questions regarding the Challenge please contact the organizing team of Pfizer at: dthub@pfizer.com.