

PILOT AGREEMENT

This Pilot Agreement (the “**Agreement**”) is made and entered into on the day of signature on behalf of the later party having been appended hereto by and between MyPwr Ltd., a company incorporated under the laws of the State of Israel, of 3 Mane St., Jerusalem, Israel (the “**Company**”), and Palacký University Olomouc, a public higher education institution established by the Czech Act No. 111/1998 Coll. (the “**Institution**”).

WHEREAS, the Company is engaged, inter alia, in the development and distribution of an online application that aims to empower individuals by providing personalized coaching, self-development tools, and access to relevant resources and to an internal community (the “**Platform**”);

WHEREAS, the Company and the Institution (each a “**Party**” and collectively the “**Parties**”) desire to cooperate in order to test and assess the Platform (the “**Pilot**”), all in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties agree as follows:

1. THE PILOT

- 1.1. During the Pilot Period (as defined below), the Institution shall provide the interested students and employees of the Institution, who, based on the promotion within the meaning of paragraph 1.5. of this Agreement, show interest to voluntarily use the Platform, in the testing regime as set forth in this Agreement (the “**Interested Persons**”), the information on the Platform and the Company shall provide such Interested Persons a free of charge license to use the Platform in accordance with the Platform’s terms of use, which are attached hereto as the Exhibit A hereto and an integral part hereto (the “**License**”), through the account credentials communicated to the Interested Persons by the Company via the Platform, in accordance with the terms set forth in Exhibit A. The Company is also obliged to inform the Interested Persons of its Privacy Policy which forms the Exhibit B hereto.
- 1.2. The Interested Persons shall provide the Company with all information required pursuant to the License, in accordance with the terms set forth in Exhibit A, for the grant of the Licenses, including the relevant information with respect to each Interested Person. The Company, as data controller shall take reasonable measures to fulfill its duties set forth by the applicable privacy laws including/and GDPR with respect to the Interested Persons and their personal data.
- 1.3. The Platform available to the Interested Persons shall include the Institution’s branding and logo. The Institution hereby grants the Company a limited, non-exclusive, non-transferable, non-sublicensable and revocable license, for the period of duration of this Agreement, to the Institution’s logo, branding and trademarks for the purpose of this Agreement and for the use as part of the Company’s marketing materials, website and other media. This license prohibits the Company from making any modification of the Institution’s logo, branding and trademarks.
- 1.4. The Parties will cooperate in all matters relating to the Pilot, all as set forth in this Agreement.
- 1.5. The Institution will promote the Platform among its employees and students through

various communication channels such as email, website, social media, and physical signage.

- 1.6. The Institution may provide the Company with suggestions, insights, comments and feedback with respect to the Platform (collectively, the “**Feedback**”).
- 1.7. From time to time, the Company may provide the Institution with anonymized and aggregated data and insights regarding the use of Platform by the Interested Persons.
- 1.8. The Company will provide commercially reasonable technical support to the Interested Persons, including app installation, user onboarding, and training materials, during the Company’s regular business hours which are from 09:00 am till 17:00 pm (Israel time).

2. INTELLECTUAL PROPERTY

- 2.1. All right, title and interest in the Platform, any derivatives, modifications, enhancements and updates thereto, the Feedback (in any form provided), and any intellectual property rights therein (collectively, the “**Company IP**”), is and at all times shall remain the sole property of the Company. The Institution hereby irrevocably transfers and assigns to the Company all intellectual property rights in the Feedback, and waives any and all moral rights that the Institution may have in respect thereto, and shall have no claims with respect to any use of the Feedback by the Company. The Institution acknowledges that it has no right in or to the Company IP, and all rights not expressly granted to the Institution are reserved to the Company.
- 2.2. The Institution undertakes not to represent that it possesses any proprietary interest in the Company IP.

3. CONFIDENTIALITY

- 3.1. From time to time, either Party may gain access to, or receive from the other Party certain confidential or proprietary information, including without limitation, information regarding technical, financial, operation or business information, inventions, patents, technology, designs, know-how, trade-secrets, methods, data, anonymized or non-anonymized customers’ information and products, all, whether marked as such or not, in any form (either tangible or non-tangible), and with respect to the Company, the Platform, any intellectual property right therein, and the Feedback (collectively, the “**Confidential Information**”).
- 3.2. Each party shall maintain the other Party’s Confidential Information in confidence, and protect it from disclosure, using the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own Confidential Information, and may only use such Confidential Information for the sole purpose of evaluating and improving the Platform.

4. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- 4.1. The Institution acknowledges and accepts that the Platform is provided for evaluation and review purposes only and may not be relied for commercial purposes. The Institution further acknowledges that the Platform is provided on an “AS IS” basis.
- 4.2. To the fullest extent permitted by applicable law, the Company shall have no liability to the Institution, including with respect to any loss or damage arising from or in connection with the Pilot or the Platform, unless it is caused as a result of the Company’s willful misconduct or gross negligence. Within the meaning of the aforesaid, the Company will

not be liable in any event for lost profits, loss of use, cost of procurement of substitute goods or services, or any other special, incidental, indirect, or consequential damages, however caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability), or otherwise, whether or not the Company has been advised of the possibility of such damages. .

5. **TERM AND TERMINATION**

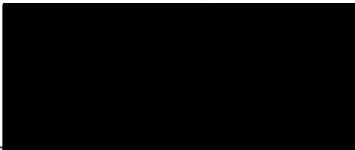
- 5.1. The Agreement shall be in effect as of the day of its publication in the Czech Register of Contracts within the meaning of the Czech Act No. 340/2015 Coll. on the Special Conditions for the Effectiveness of Certain Contracts, the Publication of These Contracts and the Register of Contracts (Act on the Register of Contracts) (the “Act” and the “Effective Date”, respectively), for a period of 12 months thereafter, unless terminated earlier by either party by providing a 30 days prior written notice to the other Party (the “**Pilot Period**”). The Institution shall be solely liable for the publication of this Agreement in accordance with the Act, and shall notify the Company promptly following such publication. The Parties hereto acknowledge that they will not start providing any performance hereunder prior to the Effective Date hereof.
- 5.2. At the end of the Pilot Period, the Institution shall have an option to continue the cooperation with the Company, by entering into a commercial agreement with the Company, on a subscription base, in an amount of US\$1 per user of the Platform, for a period of 12 months.
- 5.3. Upon termination of this Agreement, for any reason, (i) any License and all associated rights thereto shall immediately expire, and the Institution shall return to the Company all of Company’s Confidential Information in its possession, and (ii) Sections 2 (*Intellectual Property*), 3 (*Confidentiality*), 4 (*Warranty and Limitation of Liability*), 5.3 (*Termination Consequences*), and 6 (*Miscellaneous*) hereof shall survive such termination.

6. **MISCELLANEOUS**

- 6.1. Each Party hereby represents and warrants to the other Party that by entering into this Agreement, there is no breach of any commitment it may have to any third party, and that it is authorized to enter into this Agreement and is able to perform its respective duties hereunder.
- 6.2. Each Party shall be responsible for its own expenses in connection with this Agreement.
- 6.3. The Parties declare that no employee-employer relations have been established between the Parties, and that the Parties will be considered at all times independent contractors. Neither Party shall have the authority to make statements, representations or commitments of any kind, nor to take any action that will bind the other Party, except as expressly provided in this Agreement or otherwise in writing.
- 6.4. This Agreement embodies the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements and/or arrangements relating to the subject matter hereof. No amendment or waiver of any of the terms or conditions of this Agreement shall be of any force or effect unless it is reduced to writing and signed by both Parties on one deed. The parties expressly exclude the possibility of change of the content hereof, including this paragraph, in other form than in writing with signatures on one deed.

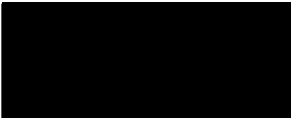
- 6.5. The preamble and exhibits to this Agreement constitute an integral part hereof. The headings in this Agreement are intended strictly for convenience and shall not be used to interpret its provisions.
- 6.6. Any waiver of any right by a Party hereunder, shall not be construed as a waiver of any breach of any provision hereunder.
- 6.7. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the country where the prospective defendant has its seat, without reference to its conflict of laws provisions. The Parties further expressly agree that any disputes or claims arising from this agreement on herewith shall fall within the jurisdiction of a court determined according to the seat of the prospective defendant.
- 6.8. Notice as required herein shall be delivered by hand, by e-mail, by courier service or by registered or certified mail, return receipt requested, postage prepaid. A notice shall be addressed to the other Party at the address listed above, or to another address which may subsequently be specified in writing by a Party. A notice shall be effective on the day it is delivered to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

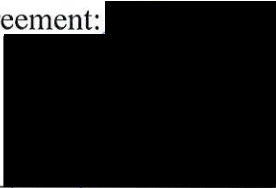


MyPWR LTD.

By: 
Title: 

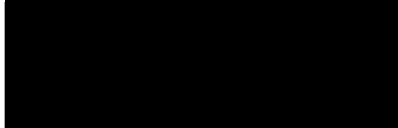


[Signature Page to Pilot Agreement]

 11-04-2024

PALACKÝ UNIVERSITY OLMOUC

By: _____
Title: prof. MUDr. Martin Procházka, Ph.D.
rektor



Exhibits to this Agreement:

Exhibit A: Terms Of Use applied by the Company to the Licenses

Exhibit B: Privacy Policy applied by the Company to the Licenses