

Memorandum of Understanding

Between

Israel Advanced Technology Industries Association (IATI)

And

BioFlorida, Inc.

This Memorandum of Understanding (MoU) sets forth the terms and understandings between the named parties above to pursue their mutual interest in fostering innovation in the Health-Tech and life science sectors between Israel & Florida.

This Memorandum of Understanding (“MoU” or “Agreement”) has been entered into by BioFlorida, Inc. (“BioFlorida” or “First Party”) and Israel Advanced Technology Industries Association (“IATI” or “Second Party”), as of January 9th, 2025 (the “Effective Date”).

By and Between

About BioFlorida

BioFlorida is a not-for-profit industry association that serves as the voice of Florida's life sciences industry, representing 8,600 establishments and research organizations in BioPharma, MedTech, Digital Health and Health Systems that collectively employ nearly 107,000 Floridians. BioFlorida's member driven initiatives provide a strong business climate for the advancement of innovative products and technology that improve lives and promote economic benefits to the state.

About IATI

IATI is Israel's umbrella not-for-profit association of advanced technology industries, members from every level and aspect of the ecosystem, including Venture Capital and Investment Funds, Israeli Growth and Mature companies, R&D centers, Multinational Companies, Startups

Companies, Hospitals and health providers, Tech Transfer Organizations, Incubators and Innovation Centers, Academic Institutions and more. Through this broad range of members, IATI, as the voice of the industry, fosters business continuity by connecting Israel's tech ecosystem, providing solutions and support to challenges at all levels, and integrating the various sectors of the industry with strategic governmental goals.

Purpose

The primary purpose of this MoU is to ensure the communication and coordination necessary to implement areas of collaboration agreed upon by the parties being BioFlorida and IATI.

Resource Sharing

1. Both parties, detailed in Single Point of Contact clause, agree to exchange information and share best practices in the Health-Tech and Life Science industry to support ecosystem growth in respective markets, where applicable.
2. Both parties, detailed in Single Point of Contact clause, agree to facilitate connections between members of BioFlorida and IATI such as research institutions, medical centers and hospitals, startup companies, sources of capital and established life science companies in each respective market, where applicable.

Single Point of Contact

Each party shall appoint a person who shall be available to receive communications and coordinate responses to questions and concerns on behalf of their respective parties and their affiliates with respect to this Agreement, including operational matters.

Contacts detailed in Appendix 1.

Cost Sharing

In the event that both Parties intend to carry out a joint project or initiative which requires funding, the Parties shall agree in writing upon a budget and discuss the modality of obtaining the necessary funds for such project or initiative.

The Parties acknowledge that each Party will act consistently with its own policies and internal processes, and that nothing in this MoU would require a Party to do anything to the contrary, in this context and subject to the foregoing, the Parties agree to cooperate with one another, on a non-exclusive basis, and to act at all times in good faith to achieve the purpose.

Nothing in this MoU creates or is intended to create a partnership, joint venture or any form of combination or cost or revenue sharing obligations except as otherwise expressly agreed in writing by the Parties.

Termination

Either Party will have the right to terminate this MoU, at any time, by giving a written notice.

Confidentiality

- (A) The Parties shall keep any and all information exchanged between the Parties and/or relating to this MoU including, without limitation, the terms and existence of this MoU, confidential and shall not disclose any such information to any third party whatsoever or make any public announcement concerning the same unless such disclosure or announcement is explicitly approved in writing by each Party or to the extent that such disclosure is required by any applicable laws or regulations, a court or a competent authority.
- (B) Notwithstanding the foregoing, each Party may disclose the terms of this MoU to its professional advisers who are subject to a duty of confidentiality.

- (C) Each Party shall establish and maintain such safeguards as are necessary and appropriate to protect the confidentiality of the information received from the other Party under or in relation to this MoU.
- (D) The provisions of this clause are binding with effect from the date of this MoU, and they shall survive the termination of this MoU, unless:
- (a) Information that is, or becomes, generally available to the public other than as a result of a disclosure by the receiving Party in violation of this Agreement;
 - (b) Information that reasonably can be demonstrated to be known on a non-confidential basis prior to its disclosure pursuant to this Agreement;
 - (c) Information that becomes available from sources other than the Parties, provided that such sources are not known by the applicable Party to be subject to any prohibition against communicating such information; or
 - (d) Information that is developed independently by one of the Parties without the use of Confidential Information, provided that the source of such information developed independently is not, to the respective Party's knowledge, bound by a legal or other obligation to maintain the confidentiality of, or not to disclose, such information.
- (E) For purposes of this Agreement, "Confidential Information" means, this Agreement and all communications exchanged between the Parties regarding its negotiation and execution, as well as any data or information of the Parties and any of their subsidiaries, affiliates, associates and/or partners that is of a confidential, proprietary, or trade secret nature and not generally known to the public, whether in tangible or intangible form, including, without limitation, information relating to: (i) the business affairs and activities, management, marketing techniques and strategies, sales programs, philosophy, customers (and their business preferences and biases), financial information, statements and projections, sales estimates, pricing systems, business plans and performance results and operations; (ii) current, future or proposed products, shows, conferences, programs and services, branding, product and service names, functionality, program, show, conference and service development, launch schedules, products, samples, plans for products or services, and customer, exhibitor or vendor lists; (iii) documents, photographs, work

product, and drawings pertaining to any technical information, invention, design, blueprints, process, procedure, formula, improvement, technology or method; (iv) concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, unpublished promotional materials, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the disclosing Party, whether or not owned or developed by them; (vi) all analyses, compilations, studies, or other documents or records prepared by the Parties that contain or otherwise reflect or are generated from any of the foregoing information.

Liability and Dispute Resolution (DISCUSS)

Each Party agrees to indemnify and hold harmless the other Party of and from any damage, injury or liability to the other Party arising out of this MoU or its performance, including waiving any claim for direct, consequential or punitive damages, except to the extent that the other Party engages in commission of intentional misconduct, fraud, misappropriation or a crime under the law applicable to the place where the conduct asserted occurred. For the avoidance of doubt, consequential, indirect damages and punitive or exemplary damages are excluded.

Publicity

The Parties agree that in the event of any agreed cooperative activities the announcement should be jointly, and each Party may use the other Party's name and logo on all the relevant documents related to the cooperative activities.

Appendix 1

DESIGNATED SINGLE POINT OF CONTACTS

The designated contacts for the communication and exchange of information between the Parties as set out in this Agreement are as follows:

Association	BioFlorida, Inc. 1375 Gateway Blvd, Boynton Beach, FL 33426, United States
Contact person	Mark Glickman mglickman@bioflorida.com

Association	Israel Advanced Technology Industries Association (IATI) Medinat HaYehudim 89, Bldg E, PO Box 12591, Israel
Contact person	Karin Mayer Rubinstein karin@iati.co.il

For the first party,

Name: Mr. Mark A. Glickman

Position: CEO & President

Signature:



For the second party,

Name: Karin Mayer Rubinstein

Position: CEO & President

Signature:



Date of Signature: 9th day of January 2025