

ARC Community Member Collaboration
Memorandum of Understanding

This ARC Community Member Collaboration Memorandum of Understanding ("MOU") is entered into on **August 11, 2025** ("Effective Date") by and between **China Medical University**, with offices at No. 100, Section 1, Jingmao Rd., Beitun Dist., Taichung City, Taiwan ("**CMU**"), and **Sheba Fund for Health Services and Research (RA)**, with offices at Ramat Gan 5262100, Israel ("**Sheba**").

Sheba and CMU shall hereinafter be referred to as "**Parties**".

WHEREAS:

- A) The Sheba operates and manages ARC ("**ARC**"), the innovation arm of Sheba and the Chaim Sheba Medical Center (the "**Medical Center**"). ARC and Sheba may be referred to as ARC; and
- B) ARC has determined that it is in its best interest to collaborate with various organizations in the medical, scientific, and technological fields to advance digital health transformation, medical and technological development, innovation, and progress within the healthcare ecosystem.
- C) The Parties agree to actively grow their innovation ecosystem by facilitating the circulation of information and startups between the two Parties;
- D) The Parties wish to collaborate under the terms and conditions of this Agreement and Schedule A;
- E) This MOU reflects the mutual intentions and understanding of the Parties regarding the terms of the collaboration.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. **ARC Global Platform.**

- 1.1. The ARC Global Platform is a global ecosystem that brings together leading healthcare systems from around the world, strategic industry partners, and cutting-edge startup companies. This community focuses on two main goals: driving large-scale transformation efforts within the healthcare sector and ensuring that innovation contributes to economic growth.
- 1.2. The CMU has chosen to participate in the ARC Global Platform as an ARC Community Member, as specified in **Schedule A**.
- 1.3. The Parties will explore the possibility for the CMU to adopt the ARC Innovation Model into the CMU's operations, embedding ARC's methodologies to drive innovation, transformation, and economic growth, and becoming an ARC Site.

1.4. For the effective execution of this collaboration, each party will designate an individual within each organization to oversee and facilitate the implementation of the collaboration outline, which will meet on a semi-annual basis to monitor and discuss the progress of the collaboration and additional cooperation opportunities that may arise.

2. Collaboration Between the Parties.

2.1. The relationship between Sheba and CMU is that of independent contractors. Neither party nor its employees, consultants, contractors, or agents are or shall be considered as agents, employees, partners, representatives, or joint ventures of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation, other than as explicitly stated herein. Joint Press Release and Publicity.

2.2. The Parties shall jointly determine the means pursuant to which the collaboration undertaken hereunder shall be published in the applicable social media as to leverage and increase the maximization of the commercial potential of the collaboration. The Parties may issue a joint press release announcing the formation of this MOU or any other matter. The content and timing of such press releases shall be mutually agreed upon by both Parties.

2.3. The Parties acknowledge that certain aspects of the collaboration contemplated under this MOU, including, without limitation, the allocation of obligations and responsibilities, detailed timelines, deliverables, performance expectations, and other specific terms and conditions not addressed herein, may require the execution of separate written agreements. In such cases, the Parties shall cooperate in good faith to negotiate and execute any such additional agreements as may be reasonably necessary to implement, manage, or support the relevant activities under the collaboration. No such obligations shall be binding unless and until set forth in a duly executed separate agreement.

3. Costs

3.1. Unless expressly stated otherwise in this MOU, each Party shall bear its own costs and expenses incurred in connection with this MOU.

3.2. With respect to any matter for which financial consideration or compensation is required and/or specified in Schedule A, the Parties agree that such matters shall be subject to a separate written agreement and separate financial terms to be negotiated and executed in good faith.

4. Intellectual Property

4.1. Each Party retains all rights, title and interest in any intellectual property right, as defined below, that was owned by such Party prior to the Effective Date of this MOU.

- 4.2. It is expressly agreed that neither Party transfers, by operation of this MOU, to the other party hereto, any Intellectual Property Rights or other proprietary right which either party hereto owns, except as specifically set forth herein.

5. Use of Names and Logos

- 5.1. CMU is hereby allowed to display CMU's name and logo on ARC's website, presentations, and marketing materials, solely for the purpose of identifying CMU as an ARC Community Member collaborator in connection with the activities contemplated under this MOU and Schedule A.
- 5.2. Any such use shall be in accordance with the CMU's branding guidelines (if provided) and shall not imply any endorsement beyond the scope of the collaboration.
- 5.3. Sheba makes no representations or warranties that the name "ARC" does not infringe upon any intellectual property rights or other rights of any third party. Sheba will settle such third-party action brought against CMU to the extent that it is based upon a claim that the name "ARC" infringes any intellectual property rights of a third-party, including, if necessary, modifying the permitted use of the name, negotiating rights with the third party, or replacing the name with an alternative acceptable to both Parties.

6. Term and Termination.

- 6.1. The term of this MOU shall commence on the Effective Date and continue for period of 24 months unless terminated in accordance with the terms herein.
- 6.2. Either Party may terminate this MOU by providing the other Party with an advance 30 days written notice ("**Termination Notice**").

7. Miscellaneous

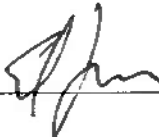
- 7.1. **Governing Law.** Any dispute between the parties to this MOU, including its breach and/or its implementation and/or its termination, shall be decided exclusively by the competent court of law in Tel-Aviv, Israel which shall have exclusive jurisdiction, and the law that shall apply shall be the statutes and laws of the State of Israel.
- 7.2. **Assignment.** This MOU is personal to the Parties and may not be assigned without the prior written consent of the other Party. Notwithstanding the above,
- 7.3. Fund shall be entitled to assign its rights and obligations hereunder to any legal entity established in connection with or for the benefit of the Sheba Medical Center.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed and each of the undersigned hereby warrants and represents that he or she has been and is, on the date of this MOU, duly authorized by all necessary and appropriate action to execute this MOU.

ARC:

By: Eyal Zimlichman

Title: Founder of ARC

Signature:  _____

Date: Aug 11, 2025

CMU:

By: Mien-Chie Hung

Title: President of CMU

Signature:  _____

Date: 8/11, 2025

Schedule A

As part of its commitment to fostering innovation, entrepreneurship, and cross-organizational collaboration, ARC offers the following services to ARC Community Members

1. Startup Engagement

As ARC supports early-stage and scaling ventures through a structured startup engagement framework. ARC Community Members benefit from introductions to innovative startups across various stages within the ARC Global network.

2. SPARC – The Global School of Entrepreneurship

ARC's flagship entrepreneurship program (SPARC) empowers healthcare professionals to transform ideas into viable solutions.

- ARC Community Members may nominate candidates to participate in international SPARC cohorts (four per year)
- Annual allocation: One fully covered admission per organization.
- Additional participants: 20% discount on standard participation fees

3. ARC Forums

ARC Community Members may be invited to join subject-specific collaborative forums, convening peer institutions to address common healthcare innovation challenges. Forums may include virtual or in-person periodic meetings designed to drive actionable outcomes.

4. ARC Global Summit

The ARC Global Summit is ARC's annual flagship event, convening healthcare leaders, technologists, investors, and innovators in Tel Aviv. Community Members receive:

- complimentary passes to the Summit
- Access to a curated program and tailored matchmaking engagements

Commitment from the CMU: Allocation of annual resources to enable the participation of at least three (3) CMU representatives in the Summit

5. Newsletters and knowledge-sharing platforms

ARC Community Members will receive access to ARC's regular newsletters, webinars, and some knowledge-sharing platforms, designed to promote continuous engagement, learning, and collaboration across the network.

6. Participation Commitments and Engagement Expectations

While no membership fees apply, active engagement is a core expectation. By joining the ARC Global Community, the CMU agrees to:

- Actively support the ARC Global Startup Community, including openness to explore collaboration opportunities with startups
- Participate in ARC-hosted programs, events, and forums
- Nominate relevant candidates for ARC initiatives, where applicable
- Maintain ongoing communication with ARC to ensure mutual alignment and maximize value creation