



REGULATION

PREAMBLE

LeapUp (hereafter referred to as “the Program”) is an Open Innovation Program promoted by AbbVie Portugal in partnership with the Nova School of Business and Economics (Nova SBE) - hereafter referred to as “the Promoters”.

The goal of the Program is to identify and select the most promising startups who, once selected at the end of the Program, can have the opportunity to further grow by exploring synergies, co-creating and co-developing new paths and future business opportunities directly with AbbVie Portugal in a Collaborative Partnership.

In the Collaborative Partnership, Startups that demonstrate the value of their solution to AbbVie Portugal and that can make a significant contribution will have the opportunity to apply their projects with a leading client and a powerful brand. Startups will be able to co-validate and co-refine their innovative solutions, facing new challenges, in a real environment and partnership directly with AbbVie Portugal.

Startups should come up with innovative solutions in the following priorities identified by AbbVie Portugal:

1. **CUSTOMER EXPERIENCE** - Optimize healthcare professionals’ and patients’ experience in accessing information, converting a deeper knowledge of personal preferences, behaviors and information needs into the most meaningful and relevant communication to each individual, contributing to a better impact on patient's lives.
2. **PATIENT JOURNEY OPTIMIZATION** – Accelerate the process of diagnosis, referral & implementation of novel treatment approaches and swiftly deliver the most recent information about guidelines, treatment targets and standards of care.
3. **DISEASE AWARENESS & PATIENT EMPOWERMENT** – Improve disease awareness and patient health literacy to enable quicker access to the right specialist, increased knowledge of treatment options and understanding when current treatment stops achieving the desired goals.
4. **REAL WORLD DATA & VALUE BASED CARE** – Promote the collection & aggregation of real world clinical data, based on reported outcomes, to support

better informed decisions by healthcare institutions, payors and the pharma industry towards a quicker access to novel therapies.

5. **WILDCARDS** - Do you want to provoke AbbVie Portugal to co-innovate with you by creating an unexpected matchmaking that will nurture a partnership to develop a new complementary business opportunity or even anticipate a future breakthrough challenge?

CHAPTER I General Provisions

Article 1 (Scope and Application)

1. Individuals interested in collaborating with the Promoters of the Program to develop entrepreneurial and innovative projects in the context of the identified priorities presented in the Preamble of this Regulation, aged 18 years or over, may apply, as part of a startup incorporated as a legal entity, whether or not they reside in Portugal.
2. The legal entities, national or international (from any country in Europe or Israel), who would like to collaborate with the Promoters in developing the entrepreneurial and innovative projects in the context of the identified priorities referenced in the Preamble, may apply to the Program.
3. The following groups are excluded from taking part in the Program:
 - a. Employees of any of the promoting entities or companies of the group of promoting entities.
 - b. Direct line until second-degree relatives of any Employee of the promoting entities.
 - c. Any individual who is part of the team analyzing and evaluating the applications, and any other experts or consultants who took part in the conception, design and implementation of this Program or are called to analyze the applications.
4. The Program will run from 20th February 2023 to 31st May 2023, virtually. During this period, a group of activities will be organized into 2 phases:
 - a. Phase 1 – Applications: The application period for the Program will run from 08:00h (GMT) of the 20th February 2023 to 23:59h (GMT) of the 21st April 2023.
 - b. Phase 2 – Selection, Pitching & Matchmaking running from 24th April 2023 to 31st May 2023.

CHAPTER II Organization

Article 2 (How to Take Part)

1. The applications shall be made through the form provided at <https://www.abbvie.pt/leapup.html> and shall be filled in English language, otherwise they will not be considered.
2. All the fields on the form must be duly filled in and the Terms and Conditions of the Program provided in this Regulation must be expressly accepted, otherwise the application will not be accepted.
3. The application shall be submitted by one of the startup's legal representatives with powers to represent it.
4. Every startup may only submit one application, responding to one or more co-development avenues.
5. Participants are not required to present a fully developed Project (a developed concept or a MVP – minimum viable product) at the 1st Phase (Application Phase). Still, enough information, data or material should be submitted so that the evaluation of the application can be made as thoroughly as possible, according to the evaluation criteria defined in this Regulation. Projects that present the best arguments to make it to Phase 2 of the Program shall complete all stages in Phase 2 and some will be selected at the end of the Program winning the possibility to enter into a Collaborative Partnership with AbbVie Portugal.
6. Identification of the participants shall be made through the data contained on the application form.

Article 3 (Method of Selecting Applications)

1. All applications submitted through the form provided at <https://www.abbvie.pt/leapup.html> containing correct information and completion of all mandatory questions, will be considered, and evaluated (Stage 1 identified in Article 5).
2. Applications to the Program shall be subject to prior analysis by a technical committee composed by members of AbbVie Portugal, to verify the conditions of eligibility and the possible potential of the ideas presented (Stage 2 identified in Article 5).
3. Of the total of the applications validated by the technical committee defined by the Program Promoters, a maximum of 20 applicants will be invited to Stage 3 identified in Article 5. Selection shall be made based solely on the information provided in the application form based on the evaluation criteria provided in Article 6 of this Regulation.
4. Based on the information shared during a pitch session (Stage 3 identified in Article 5), a maximum of 10 applicants will be invited to participate in Stage 4 identified in Article 5. Selection shall be made based on the evaluation criteria provided in Article 6 of this Regulation.

5. At the end of Stage 4 identified in Article 5, a maximum of 5 applicants will be considered to enter a Collaborative Agreement with AbbVie Portugal. Selection shall be made based the evaluation criteria provided in Article 6 of this Regulation.
6. All applicants must be incorporated as a legal entity to be considered to enter into a further Collaborative Agreement directly with AbbVie Portugal. Failure to comply with this term may imply removal/exclusion of the Collaborative Partnership, at AbbVie Portugal's sole discretion.

Article 4 (Announcement of the Participants)

Communication of selection to each Stage will be done by email through the contact initially indicated in the application form. Participants are required to confirm their participation within a period of 24h of receiving the email to be considered eligible for participation. Failure to respond within this timeframe may result in exclusion.

Article 5 (Phases of the Program)

Participation in the Program involves the following activities:

- 1. Open Applications – Participants may submit information about their company and express interest in participating in the program.
- 2. Evaluation & Selection - Application of a set of filters based on the criteria for selection and evaluation defined in Article 6 of this Regulation to select a maximum of 20 projects that will be invited to the Pitch Session. The selection will be made based on the information presented in the application form and, if needed interviews by the technical committee of the Program's Promoters.
- 3. Pitch Session – There will be a pitch session, at a time and date to be communicated by the Promoters, where the selected applicants will deliver a 3-minute pitch to the jury (either in person or by video call) followed by 5 minutes of Q&A. The jury will then evaluate the projects, based on the criteria for selection and evaluation defined in Article 6 of this Regulation, and select a maximum of 10 projects that will pass on to the next stage.
- 4. Matchmaking – A 2-day online workshop, at a time and date to be communicated by the Promoters, with moments of collaborative work with AbbVie teams to explore and test potential synergies and collaboration opportunities between the selected applicants and AbbVie. A maximum of 5 projects will be selected to enter a Collaborative Agreement with AbbVie.

Article 6 (Selection and Evaluation Criteria)

At all times of Selection and Voting, the projects will be classified by a jury according to the 6 evaluation criteria, which shall have the same weighting criteria:

- a. Level of Impact - added value to one or more of the identified priorities/challenges.
- b. Solution Creativity - originality, degree of innovation and differentiation comparing with other solutions.

- c. Business Model - viability, potential for growth/scalability, replication, and adoption.
- d. Feasibility - technical, operational, and commercial.
- e. Team - Skills, experience, diversity, commitment, and involvement with the program.
- f. Contribution - fit to AbbVie's purpose and culture.

Article 7 (Jury and Method of Tabulating Finalist Projects)

1. The Program's jury shall consist of members of the Management Committee of AbbVie and the team from Nova SBE Co.Innovation Lab.
2. On a date, time, and place to be determined by the Program Promoters, there will be pitching sessions where the participants invited for Phase 2 will pitch their projects to the Jury.
3. On a date, time, and place to be determined by the Program Promoters, there will be a selection of the winning participants.
4. On a date, time, and place to be determined by the Program Promoters, there will be an event ("Closing Meeting") for final voting on the projects and election of the Go/ No Go.
5. Voting will be done according to the evaluation criteria provided in this Regulation.
6. Deliberations are made by a simple majority of the votes issued.
7. The votes of each member of the jury are confidential and anonymous.
8. Any of the dates or terms set for this Program under this Regulation may be, at the Promoters discretion, adjusted if needed to accommodate all phases and requirements of the Program and therefore are merely indicative. Holding harmless the Promoters from any liability arising therefrom.

Article 8 (Benefits)

1. The winning projects of the Program (those selected at the end of Stage 4 identified in Article 5), that have complied with the Mandatory Requirements to enter a Collaborative Partnership with AbbVie shall have the following benefits:
 - a) Certification as "WINNER - AbbVie LeapUp 2023".
 - b) Disclosure of the project and public recognition in internal & external means of communication under the supervision and pre-authorization of AbbVie.
 - c) Mentoring and support from AbbVie for the co-creation stage leveraged on AbbVie business and industry expertise.
 - d) Some selected teams that will carry out pilot tests, may have specific financing from AbbVie, amount which will be defined and agreed upon by both parties according to the conditions of the project to be approved by the Steering Committee of AbbVie.
2. The Program jury reserves the right not to attribute any of the certificates and benefits projected if it considers that the projects do not meet the criteria established.

3. The entry in the Collaborative Partnership, and corresponding benefits c) and d) above, will be subject to a deeper assessment of the Solution to validate if there are any Legal, Compliance and/or Regulatory objections to proceed, and will be subject to a specific agreement between the parties with the details of the collaboration.

Article 9 (Disclosing the Results)

1. The list of applications selected, the finalist projects selected, and the Winners of the Program shall be disclosed.
2. Disclosure shall be made individually, by e-mail, within 05 working days after the decision of the jury.

Article 10 (Rights and Obligations of the Participants)

1. The participants shall maintain the copyrights and industrial property rights of the Projects they have developed.
2. Each participant agrees to take the necessary measures to confirm that its project does not infringe copyrights, trademarks, rights to privacy, advertising, or other intellectual property rights of other third-party rights.
3. Participants recognize that, despite that the idea for the project to be developed may be new to them, it may not be for AbbVie or may even be of public knowledge. Participants also recognize that the ideas that are not subject to legal protection have limited interest, since they may be freely used by competitors.
4. The selected Participants must be incorporated into a legal entity and execute an agreement with AbbVie Portugal to be agreed by the Parties.
5. Participants hereby authorize the use of their image, voice, photograph, and video, gathered during the Program and/or at events held under the Program, for purposes of promotion and disclosure of the ideas and applications developed. They also authorize their insertion in the disclosure and promotional materials of each of the Promoters, in association with the Program.

Article 11 (Reasons for Excluding Participants)

1. The adoption of the following conducts or behaviors by the participants shall be considered reason for their exclusion from the Program and/or non-attribution of the benefits enumerated in Article 8 of this Regulation:
 - a) Failure to comply with any of the obligations established in this Regulation and/or on the Platform, and failure to take part in the events and/or to present the Projects.
 - b) Non-compliance with the Project requirements, and non-compliance by the Participant with any requirement of the Regulation that is considered relevant.
 - c) Violation of any applicable legal or regulatory provisions.
 - d) Verification of indications of restrictive competition practices.

- e) Verification of any attempt to harm the normal operation of the Program, namely through fraudulent or illegal acts.
- f) Non-compliance with the decisions of the jury and/or the Promoters of the Competition.
- g) Verification of impediments and/or conflicts of interest by the Participant.
- h) A deep change of the characteristics of the Project as it was presented in the applications phase, namely that affect the selection criteria established in Article 6 of this Regulation (applied only if the co-development phase moves forward with the winning participants).
- i) The establishment of commercial agreements, for sponsorship or any other context with any direct competitor of AbbVie, during the lifetime of the Program for the scope of the pilots being co-developed with AbbVie.
- j) Any other situation that the Promoters of the Program consider as a foundation for exclusion and/or non-attribution of the benefits, such as non-compliance or falsifying information provided in the application.

CHAPTER III Final Provisions

Article 13 (Cancellation of the Program)

1. AbbVie Portugal reserves the right to change or cancel the Program at any time, through e-mail notification sent to the participants.
2. This Program may also be cancelled in the event of force majeure, if any restrictive competition practices are found and/or if insufficient registrations have been presented to allow the Program to proceed.
3. The cancellation of the Program under the terms set forth above shall not confer the right to interested parties and/or candidates to any indemnification for this fact.

Article 14 (Exclusion of Liability)

1. Participants shall be responsible for protecting any potential copyrights and industrial property rights related to their registration and the documents included therein, e.g., through trademark, patent, design, industrial models or others.
2. The Promoters shall not be responsible for any costs arising from losses, damages, accidents, expenses or liabilities responsibilities attributed to the participants, regarding any failure to properly protect any copyrights and/or industrial property rights resulting from participation in this Program.

Article 15 (Data Protection and Confidentiality)

1. The personal data entered on the application form, which is mandatory, will be used exclusively to process and manage the participation of candidates in the

Program and will be eliminated at the end of the same. Candidates may access their data, and correct it, by contacting the promoters by e-mail leapup.program@novasbe.pt.

2. It is guaranteed that the information related to the Applicant will only be used for the purposes specified in this Regulation and undertakes not to misuse any document or information contained in the application.
3. Upon consent, the personal data provided will be used to manage their participation in the Program and will be stored for the necessary period to fulfil this purpose, as well as to comply with any other legal obligations, required by the applicable legislation.
4. Applicants may withdraw consent for the processing of their personal data at any time, according to the applicable legislation, without affecting the lawfulness of the processing based on consent before its withdrawal. Withdrawal of consent may result in the impossibility to participate in the Program.
5. Failure to supply the personal data required will result in the impossibility to participate in this Program. Also, absence of consent will determine the impossibility to process group applicant members' personal data, and therefore, to participate in the Program.
6. With respect to the processing of personal data involved, AbbVie Portugal shall act as the data controller. Team members can contact the data controller regarding the processing of their personal data through e-mail to: leapup.program@novasbe.pt. AbbVie undertakes to ensure that the applicant Team members' personal data shall be processed only for the purposes described above and implements the relevant measures to ensure the security of personal data and respect for data protection rules, according to the applicable legislation.
7. AbbVie may disclose personal data to other entities exclusively for the purposes of this Program.
8. AbbVie ensure that Applicants can always exercise their rights in respect to their personal data, according to the applicable legislation. Namely, Team members are entitled the right of access, to rectification, to erasure of their data, to restriction of processing, to the portability of their data, and the right to object to the processing of their data.
9. Participants can file a complaint with the Portuguese Data Protection Committee (*Comissão Nacional de Protecção de Dados – CNPD*) should they believe AbbVie is not complying with applicable legislation regarding the protection of personal data.
10. The Participants shall not disclose directly or indirectly any document relating to the Program, as well as information regarding to other Applicants without their prior permission.
11. Each Participant hereby declares and guarantees the confidentiality of its participation and to neither copy nor disclose, by any means and in any manner,

the projects encountered through the Program, including contracts, documents, and any form of information under penalty of indemnification to AbbVie.

Article 16 (General Conditions)

1. Participation in the Program is conditioned on the full acceptance of this Regulation, with the changes, attachments, and amendments that at any time and without the need for previous notice, may be introduced by AbbVie.
2. This Regulation may be changed during the lifetime of the Program, which, in that event, will be notified to the Participants by e-mail.
3. In the event of litigation in the context of the Program that cannot be resolved under the terms of this Regulation and in the event of omissions in this Regulation, that cannot be resolved by mutual agreement, the court for the District of Oeiras shall have jurisdiction, with express renunciation of any other.
4. Should you have any questions, please contact us:
 - By e-mail: leapup.program@novasbe.pt