

TERMS & CONDITIONS

1. OVERVIEW

Thank you for your interest in Oncology to Optometry Innovation Accelerator (the "**Accelerator**"). The accelerator website is managed by Innovation Development Institute, Inc. dba MATTER Chicago ("**MATTER**"), and all provisions governing your participation in this accelerator (including the Services provided through it) are described in the terms and conditions ("**Terms**"). The sponsor of this accelerator is MATTER ("**Sponsor**").

By submitting an Application to, and participating in, the Accelerator, you, the participant organization, on behalf of itself, its officers, directors, employees, agents and representatives ("**you**" or "**Participant**"), are confirming the accuracy of the information submitted and hereby agree to be bound by these following Terms of the Accelerator and the decisions of the Sponsor, which decisions shall be final and the sole discretion of the Sponsor. If you do not agree with any of these terms, you should not execute this document by signature below.

By participating in the Accelerator, each Participant unconditionally accepts and agrees to comply with and abide by these Terms and the decisions of the Sponsor, which shall be final and binding in all respects. MATTER is responsible for the collection, submission and/or processing of Entries. The Sponsor is responsible for the overall administration of the Accelerator. Participants should look solely to the Sponsor with any questions, comments or problems related to the Accelerator. The Sponsor may be reached by email at casey@matter.health during the Accelerator Period. The Accelerator is an open, global competition to identify and support entrepreneurs with solutions that minimize the logistical and financial burden of eye exams required for certain oncology products.

The Accelerator begins on or about 10:00am CT on December 5, 2022, and ends no later than on or about 11:59pm CT on February 9, 2023 ("**Accelerator Period**"). During the entire Accelerator Period, MATTER's administrator's server/computer is the official time keeping device for the Accelerator.

2. ELIGIBILITY

Areas of interest include solutions that:

- Conduct remote eye exams
- More efficiently connect physicians with optometrists and ophthalmologists
- Eliminate logistical barriers to receiving eye exams

Participants must have completed a short application outlining the key problem being addressed, a description of the solution and its value proposition.

As a selected Participant, Participant must be available to participate in an 8-week virtual or hybrid incubator comprised of weekly touch point calls with innovation mentors and a broad set of stakeholders from across the healthcare community around how to best refine your solution as well as preparation for the final pitch. These meetings are facilitated primarily via conference calls or web conferencing platforms for ease of participation, with potential to participate in person at MATTER's facilities for milestone events like the final demo day if permitted by CDC and City of Chicago public health guidelines. The dates for all programs and meetings will occur during the Accelerator Period.

Finalists must participate in the Final Demo Day the week of February 6, 2022.

Age: All participants must be 18 years of age or older.

Intellectual property: The Participant's idea, concept, product or services must, to the participant's knowledge, be free of third party rights, including intellectual property rights.

Equity: Sponsor agrees to not take equity in the Participant's startup during the accelerator period.

Award: Only the Participants who complete the full 8-week accelerator period may receive an award. Each Participant acknowledges and accepts that under no circumstances whatsoever can an award be contested in any way, or a request made to exchange it either for its monetary value, or for another award. The

award is non-transferable and Participants are advised that any sale or exchange of the award is not permitted. You will receive a separate award agreement from MATTER.

Personal Data: By signing these Terms for the Oncology to Optometry Innovation Accelerator, the participant expressly consents to: (i) the collection, use and retention by the Sponsor of the participant's personal and business information contained in the application and provided during the Accelerator for all purposes (including promotion and publicity) related to the Sponsor partnering program and (ii) the publication of the participant's name and entrepreneurial story on the Sponsor websites as well as on their social media channels (Facebook, Twitter, YouTube, LinkedIn, Instagram, etc.). Any such information submitted will be transferred to servers located in the United States of America and treated under the laws of the United States of America.

3. AWARDS

The Accelerator will award a combination of monetary and in-kind contributions. All services offered will be mutually agreed upon between the respective winning organizations and the respective Sponsor providing those services. Please refer to the "Benefits of participation" section on the website for specific offerings. MATTER will disseminate any payment of any applicable Award through a separate agreement.

Finalists will receive:

- Networking opportunities with peers and leading influencers
- Exposure to MATTER community
- A free, 6-month shared membership with MATTER

Winners will receive:

- MATTER will select the winning Participants (the "Winner" or "Winners") at the conclusion of the Accelerator Period. MATTER may award up to three (3) non-dilutive financial awards of \$10,000 USD to Winners selected at the conclusion of the Accelerator Period. In the event a Participant Team is deemed a Winner, the Team Representative of such Participant Team will be solely responsible for dividing the prize equally amongst all Participant Team members. Finalists are responsible for any costs and expenses associated with the acceptance and/or use of the prize.

4. TAXES ON AWARDS

Awards will be administered by MATTER. You will be responsible for any tax, levy or other charge that may arise under any applicable law from the use of this website, including from receiving any Award(s). You acknowledge that You will not be entitled to demand any additional payment by reason of any Award(s) being subject to any tax, levy or other charge in any jurisdiction.

5. INTELLECTUAL PROPERTY

You represent and warrant that all submissions in your Application constitute your original creative work and that you are the owner of all rights, title and interest in or that you have valid licenses or other permissions fully to use and apply the intellectual property rights ("IP") that comprise the product or service described in your Application, and that such submissions do not infringe upon the creative work/intellectual property rights of others. You represent and warrant that you have followed any invention disclosure process that may exist within your employment.

You represent that you have taken or have chosen not to take all appropriate steps to preserve and protect your intellectual property ("IP") rights in all appropriate jurisdictions. THE CHALLENGE DOES NOT REQUIRE THAT YOU DISCLOSE IDEAS, DESIGNS OR OTHER INTELLECTUAL PROPERTY ("IP") RIGHTS THAT ARE THE PARTICIPANT'S CONFIDENTIAL IP. THE CHALLENGE CAN NOT AND DOES NOT ASSURE THAT ANY IP DISCLOSED IN THE ENTRY APPLICATION OR OTHERWISE IN THE COURSE OF THE CHALLENGE WILL BE KEPT CONFIDENTIAL OR OTHERWISE PROTECTED BY MATTER, OR THE SPONSOR, JUDGES, PARTICIPANTS OR MEMBERS OF THE PUBLIC THAT MAY HAVE ACCESS TO THE IP. DO NOT DISCLOSE ANY IP THAT YOUR COUNSEL HAS NOT ASSURED IS PROTECTED.

Before submission, you should seek and be guided by your own counsel as to the desirability of seeking intellectual property protection for your Application.

6. DISCLOSURES

You further agree, by submitting information for consideration in the Accelerator, that any and all such information may be disclosed to the Sponsor Parties as defined herein, and may be publicly disclosed, and that any presentations may be open to any interested parties, including the general public, as the Sponsor determines in its sole discretion.

In particular and without limitation, except where prohibited by law, you authorize the Sponsor to use your name, names and likenesses of your principals, addresses, quotes, voices and any part of the contents of your Entry Application for educational, editorial, public relations, trade, promotional and advertising purposes, in all media now known or later discovered, worldwide, in perpetuity, without compensation or other consideration, notice, review or approval.

7. COMPLIANCE

You agree that you are solely responsible for compliance with any/all laws, rules and regulations applicable to participation in the Accelerator, any awards that you may receive, and any and all taxes, withholdings or other governmental assessments in any jurisdiction, in or within the United States or elsewhere.

8. INDEMNITY

By submitting your Entry Application, you agree that you release, to the fullest extent permitted by applicable law, the Sponsor and its affiliates, and their respective officers, directors, employees, agents, representatives, Reviewers, all award suppliers and all other affiliated and non-affiliated third parties who work with the Sponsor (the "Sponsor Parties") from any and all claims, liabilities, actions, demands, causes of action, injuries, damages, losses and expenses (including payment of attorneys' fees for counsel for Sponsor Parties), of any kind arising from, arising out of, whether directly or indirectly, in whole or in part, or in connection with, relating to or resulting from your participation in the Accelerator or acceptance, possession or use of any award from the Accelerator.

Further, you agree to indemnify, defend at your expense and hold harmless the Sponsor Parties, from any such claim by you or any third party arising from or relating to your participation in the Accelerator, including without limitation infringements of copyright or any other intellectual property right, the use or misuse of the award or participation in any Accelerator-related activity.

9. PERSONAL DATA AND PRIVACY

Any personal information, presentations or other materials supplied by you will be subject to the privacy policy. By entering the Accelerator, you grant MATTER permission to share your email address and any other personally identifiable information with the other accelerator Entities for the purpose of administration and prize fulfillment, including use in a publicly available winners list.

Entries will include information relating to identified or identifiable natural persons ("Personal Data"), in particular name, title, email address, mailing address and phone number, as well as names of members of Participant Teams.

By submitting Personal Data of members of a Participant Teams, the Team Representative represents and warrants that all necessary permissions from all members of Participant Team have been obtained.

MATTER will collect, process, and/or use Personal Data submitted for the purposes of the Challenge in accordance with these Terms, in particular for verifying the identity of Participants, for administering the Challenge, and to contact Participants for the organization and execution of the Challenge

MATTER may anonymize and aggregate data collected through the Challenge Website for statistical purposes to help improve their products and services.

Participant expressly consents to: (i) the collection, use and retention by MATTER of Participant's personal and business information contained in the Entry for all purposes (including promotion and publicity) related to the Innovation Challenge, as well as for use in a publicly available Finalists list; and (ii) the publication of Participant's name, picture and entrepreneurial story on the Challenge Website as well as on social media channels (Facebook, Twitter, YouTube, Instagram, etc.).

10. DISQUALIFICATION

The Sponsor reserves the right, in its sole discretion, to reject, disqualify, modify, edit and revise any Entry Application, to verify any element of any Entry Application or related materials and to disqualify any Participant whose participation may subject the Accelerator, Sponsor, Reviewers or any of their respective advertisers, clients or customers to controversy, negative publicity, scorn and/or ridicule. MATTER assumes no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered or illegible entries.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE. THESE TERMS AND CONDITIONS SET OUT THE STIPULATIONS OF A LEGALLY BINDING AGREEMENT BETWEEN YOU AND MATTER FOR YOUR USE OF THIS WEBSITE AND THE RELATED SERVICES. BY RECOGNIZING YOUR ACCEPTANCE OF THESE TERMS, BY EXECUTING YOUR SIGNATURE BELOW, YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE, YOU MUST CEASE USING THIS ACCELERATOR AND THE RELATED SERVICES.

Privacy Policy

1. TERMS OF USAGE

The aim of the MATTER website is to introduce you to the activities of the Accelerator and the website is available for your information, interest and education. The following Terms of Usage, as may be amended from time to time, shall apply to any and all access to the site and to all use of the site and its content.

2. INFORMATION PURPOSES

The content presented on the MATTER website is presented solely for informational purposes. The site does not provide you with advice or recommendation of any kind and should not be relied on as the basis for any decision or action. You are advised to consult professional advisors in the appropriate field with respect to the applicability of any particular aspect of the contents.

Further, the site provides selected information of diseases and their treatment. Such information is not intended as medical advice. Such information is not a substitute for the advice of a healthcare professional. If you have or suspect having any health problems, you should consult your general practitioner or other qualified health provider.

3. INFORMATION PROVIDED "AS IS"

The information on this site is provided "as is" and MATTER makes no representations or warranties either expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or noninfringement. MATTER makes no representations or warranties of any kind as to the completeness, accuracy, timeliness, availability, functionality and compliance with applicable laws. By using this website you accept the risk that the information may be incomplete or inaccurate or may not meet your needs or requirements.

4. DISCLAIMED LIABILITY

MATTER shall not be liable for any damages or injury arising out of your access to, or inability to access, this site or from your reliance on any information provided herein. The Sponsor disclaims any and all liability for direct, indirect, incidental, consequential, punitive and special or other damages, lost opportunities, lost profit or any other loss or damages of any kind. This limitation includes damages or any viruses, which may affect your computer equipment.

5. LINKS TO OTHER WEBSITES

Any links to other Internet sites are provided as a convenience. MATTER has no responsibility or control over the content or operation of such sites and shall not be liable for any damages or injuries arising from that content or its operation.

6. ALTERATIONS

MATTER reserves its right to alter, modify, substitute or delete any content of or may restrict access to or discontinue distribution of this site at any time and at its sole discretion.

7. COPYRIGHT AND USE OF CONTENT

The content of this website is the property of MATTER and is protected by copyright laws. The trademarks, service marks, trade names, logos and product displayed on this site are protected worldwide, and no use of any of these may be made without the prior written consent of the Sponsor. You are welcome to download the content of this website, however, only for your personal and noncommercial use. No modification or further reproduction of the content is permitted. The content may otherwise not be copied or used in any other manner.

8. PRIVACY AND USE OF QUESTIONS AND COMMENTS

Any questions, comments, suggestions or any other communications, including any ideas, inventions, concepts, techniques or knowhow you may forward to this site or otherwise to MATTER, electronically or by any other means, are on a non-confidential basis and will become the property of MATTER, which MATTER without restriction may use in any fashion and for any purposes whatsoever including developing, manufacturing and/or marketing goods or services.

9. GOVERNING LAW

Your access and use of this website and the contents hereof shall be governed by and interpreted in accordance with the State of Illinois.

CERTIFICATION

I, _____, have read and understand the Terms and Conditions and Privacy
(Printed Name)
Policy, and I agree to comply in good faith with all provisions thereof as a Participant of the Accelerator.

Signature: _____

Name: _____

Date: _____