

2021 CIGNA INNOVATION CHALLENGE

IDENTIFYING TRANSFORMATIVE DIABETES SOLUTIONS



CIGNA CORPORATION
2021 Cigna Innovation Challenge
TERMS AND CONDITIONS

This innovation challenge (the "Challenge") is sponsored by Cigna Corporation ("Sponsor") and administered by the Innovation Development Institute, Inc., d/b/a/ MATTER ("MATTER"). Any questions or concerns regarding the administration of this Challenge, the submission of any materials, or MATTER's online portal should be directed to MATTER at CignaInnovation@matter.health.

By participating in this Challenge, all Participants agree to be bound by these terms and conditions (the "Terms").

1. CHALLENGE.

Submission Phase. This Challenge is open to all eligible individuals and legal entities ("Participant" or collectively "Participants"). Employees, interns, contractors, representatives, directors, agents, officers, or consultants of Sponsor or MATTER, or any of Sponsor's or MATTER's subsidiaries or affiliates, and such individual's immediate family members are at all times not eligible to participate.

Participants are invited to submit innovative solutions that support patients end to end in the journey with diabetes. All Submission Materials must be submitted through MATTER's online portal. The submission collection begins at 2:00pm CT on August 2, 2021 and closes at 11:59pm CT on September 8, 2021 (the "Submission Phase"). As the administrator of this Challenge, MATTER's computer will be the official clock of the Challenge.

Sponsor is under no obligation to keep any Submission Materials confidential. If the parties agree that confidential information should be exchanged between Sponsor and Participant, the parties agree to enter into a

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nondisclosure agreement to protect the exchange of such information. As used in these Terms, "Submission Materials" means all tools, reports, applications, information, data, concepts, plans, designs, specifications, systems, methods, algorithms, formulae, works of authorship, ideas, and other materials provided by Participant to Sponsor and/or MATTER in connection with Participant's participation in this Challenge including but not limited to submissions made through MATTER's online portal during the Submission Phase and submissions made during any Incubation Phase or Accelerator Phase.

All Submission Materials will be reviewed by Sponsor and/or MATTER. Based on a review of the Submission Materials, Sponsor may select one or more Participants as semi-finalists to proceed to an Incubation Phase.

Incubator Phase. During the Incubation Phase, selected Participants will receive assistance and mentorship from Sponsor and/or MATTER to more clearly develop their value proposition and define the aspect of an engagement project Participant will run with a Sponsor team. Participants will present their innovative solution to Sponsor for consideration. Based on a review of the presentations, Sponsor may select one or more Participants as finalists to continue on to an Accelerator Phase.

Accelerator Phase. During the Accelerator Phase, Sponsor and/or MATTER will work with the finalists to help them advance their business case. The Accelerator Phase will conclude with a final presentation to Sponsor. Sponsor may, in its sole discretion, elect to continue working with one or more of the finalists after the conclusion of this Challenge (e.g. a pilot program). The nature of such a relationship and the terms, which may include but will not be limited to certain exclusivity provisions for the benefit of Sponsor's use of the Submission Materials, that would govern will be set forth in a separate written agreement between the parties.

- 2. AWARDS.** In addition to the mentorship described in Section 1 above, Sponsor may award up to three (3) financial awards of \$10,000 USD each to

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those finalists selected at the conclusion of the Accelerator Phase. Awards will be awarded in Sponsor's sole discretion based on the novelty of the solution, how well the solution meets the needs of patients with diabetes, the commercial and market potential of the solution, and Participant's compliance with these Terms. Decisions of Sponsor will be final and binding on all matters relating to this Challenge. Awards are not transferable and cannot be substituted, except at the sole discretion of Sponsor. If the potential finalist does not respond within five (5) business days of the first notification attempt, are found to be ineligible, does not comply with these Terms, or declines to accept the award, the potential finalist may be disqualified in Sponsor's sole discretion, and in such case Sponsor may select an alternate finalist from remaining eligible Participants. The chances of being selected as a finalist depend on the number of Participants.

3. **INDEMNIFICATION.** Participant shall indemnify, defend and hold harmless Sponsor and each of its respective officers, directors, employees, agents, successors and assigns from and against any claims, causes of action, suits, investigations, and administrative or other proceedings, and any and all related demands, damages, liabilities, fines, penalties, assessments, costs and expenses (including legal fees), arising from or in connection with: (a) Participant's participation in this Challenge, including any claim or allegation that the Submission Materials infringe, misappropriate, or otherwise violate a third party's intellectual property, privacy, publicity or other rights; (b) any breach of these Terms by Participant; or (c) any negligent acts or omissions or willful misconduct of Participant.
4. **REPRESENTATIONS AND WARRANTIES.** Participant represents and warrants that: (a) Participant's participation in the Challenge does not and will not conflict with or breach any other agreement to which Participant is a party; (b) Participant is the sole owner of, or has all necessary rights to the Submission Materials and to grant the rights and licenses set forth in these Terms; (c) Sponsor's use of Submission Materials will not infringe any third party intellectual property right; (d) Participant has all consents necessary to submit any personally identifiable information to Sponsor and/or MATTER and

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to grant the rights set forth herein with respect to such information; and (e) Participant will at all times comply with all applicable laws and regulations.

- 5. PERSONALLY IDENTIFIABLE INFORMATION.** Submission Materials may include personally identifiable information (e.g. name, email address, photo, phone number). By participating in this Challenge, Participants agree to the collection, use, and retention of this information by Sponsor and/or MATTER for use in connection with this Challenge, other business opportunities, and for publicizing this Challenge on Sponsor and/or MATTER's website and social media channels.

- 6. INTELLECTUAL PROPERTY.**

Reservation of Rights. Each party reserves all right, title, and interest in and to its respective copyrights, patents, trade secrets, trademarks, and other intellectual property, whether presently existing or hereafter authored, invented, developed, or acquired. Sponsor shall be free to use and incorporate without payment or other consideration to Participant any ideas, suggestions, recommendations, or other feedback provided to Sponsor that relate to Sponsor's existing products or services. Participant shall not use any trademark, service mark, trade name, trade dress, logo, or other proprietary trade designation of Sponsor without Sponsor's prior written consent. Nothing in these Terms is intended or shall be construed to create any joint authorship, joint inventorship, or similar relationship or endeavor between the parties. Participant acknowledges and agrees that Sponsor may already be developing or implementing, or may in the future develop or implement, products or services similar or competitive in nature to the Submission Materials. Nothing in these Terms shall be construed as restricting Sponsor's ability to use such products or services.

Use of Submission Materials. Participant hereby grants Sponsor the right and license to use and evaluate the Submission Materials in connection with Sponsor's participation in the Challenge. Any further right or license to use the Submission Materials beyond the scope of this Challenge will be set forth in a separate written agreement between the parties.

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7. **TAXES.** Each Participant is responsible for all applicable local, state, federal, and foreign taxes. When required by federal law, Sponsor will report the names of selected Participants and the value of the award won to the Internal Revenue Service. If requested by Sponsor, the selected Participant will be required to complete, sign and return to Sponsor all documentation requested by Sponsor, including but not limited to an IRS Form W-9, prior to receiving the award and/or to comply with all applicable United States local, state, federal, and international requirements. Failure to complete, sign and return a W-9 (and/or any other requested documentation) will result in the selected Participant being disqualified, and in such case Sponsor may select an alternate Participant for the award. Participant acknowledges and agrees that all awards will be net of any taxes that Sponsor is required by law to withhold. Sponsor and/or MATTER do not provide Participants with any tax, legal, or accounting advice and all Participants should consult their own tax, legal, and accounting advisors before participating in the Challenge.
8. **GOVERNING LAW; JURISDICTION.** These Terms shall be governed by and interpreted in accordance with the Laws of the State of New York, without regard to its conflict of laws provisions. Each party irrevocably accepts the exclusive jurisdiction of the United States District Court for the Southern District of New York unless that Court declines or lacks jurisdiction, in which case the courts of the Supreme Court of the State of New York, New York County Manhattan, Commercial Division shall have exclusive jurisdiction. Supplier agrees that Company may enforce a judgment, lien, injunction or other remedy or relief against Supplier in any court of competent jurisdiction.
9. **LIMIT OF LIABILITY.** SPONSOR WILL NOT BE LIABLE TO PARTICIPANT FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE, PROFITS OR SAVINGS) ARISING OUT OF OR RELATING TO THE CHALLENGE; OR (B) ANY PUNITIVE DAMAGES (TO THE EXTENT SUCH EXCLUSION IS ALLOWED UNDER APPLICABLE LAW).

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THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. MISCELLANEOUS. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior communications and understandings, whether written or oral, relating to such subject matter, including any conflicting or supplemental terms included in any Submission Materials. If any provision of these Terms is held by a competent adjudicator to be unenforceable, then the remaining provisions of these Terms, if capable of substantial performance, shall continue in effect. No delay or failure by either party to exercise any of its rights or remedies under these Terms shall operate as a waiver of such right or remedy. A waiver by any party of any breach shall not be construed to be a waiver of any subsequent breach. Those terms which by their nature should survive termination of these Terms shall survive. These Terms may not be assigned by Participant without the express written consent of Sponsor.

11. TERM; MODIFICATIONS. The duration and nature of the Challenge is in the sole discretion of Sponsor and Sponsor may modify or terminate this Challenge at any time.