

TERMS & CONDITIONS

1. OVERVIEW

Thank you for your interest in the AGA Incubator. The sponsor of this Incubator is American Gastroenterological Association ("Sponsor"). This application is managed by MATTER, LLC, ("MATTER") and all provisions governing your participation in this Incubator (including the Services provided through it) are described in the terms and conditions ("Terms").

By participating in the Incubator, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. MATTER is responsible for the collection, submission and/or processing of Entries and the overall administration of the Incubator. Entrants should look solely to MATTER with any questions, comments or problems related to the Incubator. MATTER may be reached by email at partnerships@matter.health during the Application Period. The Incubator is an open, global call to action to identify and accelerate advancements that improve the care experience for people living with digestive diseases.

By submitting an Application ("Entry Application" or "Application") to, and participating in, the Incubator ("Incubator"), you, the applicant organization, on behalf of itself, its officers, directors, employees, agents and representatives ("you", "Participant" or "Entrant"), are confirming the accuracy of the information submitted and hereby agree to be bound by these following Terms and Conditions of the Incubator and the decisions of the American Gastroenterological Association, which decisions shall be final and the sole discretion of the American Gastroenterological Association. If you do not agree with any of these terms, you should not submit your Entry Application.

The Incubator begins on or about 12:00pm CST on August 5, 2025, and ends no later than on or about 11:59pm CST on September 21, 2025 (Incubator Period). During the entire Incubator Period, MATTER's administrator's server/computer is the official time keeping device for the Incubator.

2. ELIGIBILITY

Open to both MATTER member startup companies, as well as non-MATTER member companies; university faculty, students (18+), corporate entities, or individuals;

Seeking healthcare solutions, services, digital technologies, devices, tools and novel interventions;

Concepts can range from research-based, to pre-revenue concepts, to on-market technologies and solutions;

Applicants must be able to demonstrate a validated hypothesis or preliminary proof-of-concept around how their solution addresses key problems;

Applicants must complete a short application outlining the key problem being addressed, a description of the solution and its value proposition.

If selected, and applicable, Participants must be available to participate in a 6-month incubator that culminates in a live showcase ~~in-person~~ at DDW 2026 in Chicago, Illinois)(May 2-6, 2026) ("INCUBATOR") as well as a series of preparation calls with a set of stakeholders from Sponsor and MATTER. The preparation consists of 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 valuable meetings are facilitated via conference calls or web conferencing platforms to permit global participation. The dates for the 6-month incubator are November 1, 2025–April 30, 2026.

Finalists must participate in the Final Showcase event between May 2-6, 2026, in person in Chicago, Illinois.

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

Confidentiality: The Participant agrees not to submit any confidential information during the application process. Participant acknowledges and accepts that any and all information submitted will not be treated as confidential and may be shared with third parties.

Intellectual property: The Participant's idea, concept, product or services must, to the Applicant's knowledge, be free of third party rights, including intellectual property rights. By entering this INCUBATOR, Participants hereby represent, warrant, and covenant (as applicable), and agree to produce written evidence of such if requested, that:

(i) The Entry Application and any and all information therein, in whole and in part, does not violate or infringe upon any laws, rules, or regulations ("laws"), or upon any proprietary or intellectual property rights, including copyrights, trademarks, patents, trade secrets, industrial property rights, privacy, personal or moral rights, or any other rights whatsoever of any person and/or entity ("rights");

(ii) The Entry Application, in whole and in part, is submitted to the INCUBATOR by or with the express permission of all persons (living or deceased), venues, and/or entities whom/which worked on, were engaged to work on, or contributed in any respect to the entry or any part thereof, who are depicted (directly or indirectly) in the entry by name, likeness, voice, image, or any other information or indicia of persona, or who otherwise have any right, title and interest in and to the entry or any part thereof (including but not limited to rights arising from a work for hire relationship), and all such persons, venues, and/or entities have provided their written consent to submission of the Entry Application and its use pursuant to these Terms and Conditions;

(iii) The Entry Application is the original creation of the Participant and/or Participant has all title, rights, licenses, permissions, and consents from all necessary persons/entities to and in connection with the entry and all content thereof, and the right to submit it into this INCUBATOR and to grant all of the rights granted to MATTER and Sponsor in these Terms and Conditions (and in any written Release Documents and/or agreements signed by Participant), and the exercise thereof by MATTER and Sponsor and/or the use by them of the rights granted by Participant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions, damages, losses, or liabilities, including but not limited to those for violations of privacy, disputes, or payment of any kind, including without limitation infringement of intellectual property rights, royalties, residuals, attribution, credit, dues, approval or consultation rights, or any rights of participation, attribution, or any other fees, costs, or expenses, arising out of the submission, use, exhibition, and/or any other use or exploitation of the entry, in whole and in part, the use thereof by Sponsor and MATTER of any of the rights granted in these Terms and Conditions;

(iv) The Entry Application, in whole or in part, contains no pornographic, sexually explicit (including nudity), obscene or menacing, defamatory, offensive, violent, harmful, discriminatory, cruel, abusive, highly political, religious, sensitive, or illegal content and/or technology, or other content that is prohibited from export, and does not otherwise offend reasonable standards of taste and decency (as solely determined by Sponsor in its absolute discretion); and

(v) Without limitation, any information, materials, content, and data included in the Entry Application ("entry data") and the collection, storage, usage, disclosure, transmission, and/or sharing in any respect of such entry data at any time (including, but not limited to, prior to or in connection with this INCUBATOR and any element thereof) is with the legal permission of all persons and/or entities whose information of whatever kind or nature contributed or became part of the entry data, that it was collected in compliance

with all applicable laws or rights, including HIPAA, and such entry data is de-identified so as not to disclose the personal health information of an individual personally identifiable by such entry data in accordance with applicable laws, regulations, and guidelines.

Equity: The American Gastroenterological Association and MATTER agree to not take equity in your startup during the Incubator period.

Award: Only the Participants selected by the selection committee will receive an in-kind 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.

Expenses: Participants must cover their own travel and meal expenses for the final showcase in Chicago, IL.

Personal Data: By submitting an Entry Application for the American Gastroenterological Association Incubator the participant expressly consents to: (i) the collection, use and retention by the American Gastroenterological Association and MATTER of the Participant's personal and business information contained in the Application for all purposes (including promotion and publicity) related to the American Gastroenterological Association partnering program and (ii) the publication of the Participant's name and entrepreneurial story on the American Gastroenterological Association website 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 State of Illinois and the United States of America.

3. SELECTION OF FINALISTS

Applications will be reviewed and evaluated by a group of judges. See the terms and conditions section for evaluation criteria and will be assessed based on the following criteria:

- **Ability to clearly articulate the problem statement addressed in the Incubator description:** Describe the unmet market need of the stakeholders involved, and the deficiencies of current solutions
- **Quality, feasibility, and scale of proposed solution or technology:** Describe the unique technical features of the product or service, the proposed benefits to stakeholders, any evidence or proof-of-concept supporting the impact of the solution, and the ability to scale to a broad market
- **Differentiation of solution within the competitive landscape:** Describe how this proposed solution addresses the unmet need, why it would be sustainable, and how it is differentiated within the competitive landscape
- **Capability of team to develop and execute solution:** Describe the composition of your team and relevant backgrounds and experiences that uniquely position you to execute on this solution

4. HOW TO ENTER

Submit a completed Entry Application by September 21, 2025, at 11:59pm CST.

5. JUDGES

Personnel selected at the sole discretion of MATTER and the American Gastroenterological Association.

6. FINALIST SELECTION

Finalist Selection: Each finalist will be notified that he/she has been selected by telephone and/or email no later than October 17, 2025.

7. AWARDS

The Incubator will award in-kind contributions. All services offered will be mutually agreed upon between the respective winning organizations and the respective Sponsors providing those services. MATTER will disseminate the payment of any Award through a separate agreement.

8. 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.

9. 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 INCUBATOR DOES NOT REQUIRE THAT YOU DISCLOSE IDEAS, DESIGNS OR OTHER INTELLECTUAL PROPERTY RIGHTS ("IP") THAT ARE THE ENTRANT'S CONFIDENTIAL IP. THE INCUBATOR CAN NOT AND DOES NOT ASSURE THAT ANY IP DISCLOSED IN THE ENTRY APPLICATION OR OTHERWISE IN THE COURSE OF THE INCUBATOR WILL BE KEPT CONFIDENTIAL OR OTHERWISE PROTECTED BY MATTER, OR THE SPONSORS, 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.

10. DISCLOSURES

You further agree, by submitting information for consideration in the Incubator, that any and all such information may be disclosed to the MATTER and the American Gastroenterological Association. 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 American Gastroenterological Association determines in its sole discretion.

In particular and without limitation, except where prohibited by law, you authorize MATTER and the American Gastroenterological Association 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.

11. COMPLIANCE

You agree that you are solely responsible for compliance with any/all laws, rules and regulations applicable to participation in the Incubator, 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.

12. INDEMNITY

Participant accepts the conditions stated in these Terms and Conditions, agrees to be bound by all decisions of MATTER and Sponsor with regard to the INCUBATOR, and warrants that he/she/they is(are) eligible to participate in the INCUBATOR as specified in these Terms and Conditions.

Participant warrants that submitting the Entry Application does not breach any contract or obligation between Participant and a third party and that, to the best of Participant's knowledge, the possession or use of the Entry Application or any idea, invention, information or materials comprised in the Entry Application by MATTER or Sponsor will not misappropriate or infringe any intellectual property rights of others.

By submitting your Entry Application, you agree that you release, to the fullest extent permitted by applicable law, MATTER, the American Gastroenterological Association and its affiliates, and their respective officers, directors, employees, agents, representatives, Sponsors, Reviewers, all award suppliers, and all other affiliated and non-affiliated third parties who work with MATTER (the "MATTER 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 the American Gastroenterological Association 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 Incubator or acceptance, possession or use of any award from the Incubator.

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

13. PRIVACY

Any personal information supplied by you will be subject to the privacy policy (see attached). By entering the Incubator, you grant MATTER permission to share your email address and any other personally identifiable information with the other Incubator Entities for the purpose of administration.

14. DISQUALIFICATION

MATTER 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 Entrant whose participation may subject the Incubator, Sponsors, 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, EITHER BY REGISTERING A USER ACCOUNT AND/OR BY ACCESSING AND USING THIS WEBSITE, AS APPLICABLE, YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE, YOU MUST CEASE USING THIS WEBSITE AND THE RELATED SERVICES.

15. DISPUTES

These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of Illinois, United States of America, without regard to conflict of law rules. As a condition of participating in this INCUBATOR, Participant(s) hereby irrevocably waive their rights to trial by jury and waive their rights to claim any form of class action in any action or proceeding concerning the construction, validity, interpretation, and/or enforceability of these Terms and Conditions, Participant's rights and obligations, or the rights and obligations of MATTER and the Sponsor in connection with the INCUBATOR, and any other disputes that cannot be informally resolved between the parties arising out of or connected with this INCUBATOR or any element thereof.

16. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES – UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (INCLUDING NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF THIS INCUBATOR, PARTICIPATION IN THE INCUBATOR OR PRIZE ACTIVITIES OR ELEMENTS THEREOF, INCLUDING BUT NOT LIMITED TO THE SUBMISSION OF AN ENTRY APPLICATION, PARTICIPANT'S ACCESS TO AND USE OF THE PROMOTIONAL WEBSITE OR THE UPLOADING OF MATERIALS TO THE WEBSITE, PARTICIPATION IN INCUBATOR AND/OR PRIZE ACTIVITIES, AND/OR THE DELIVERY, ACCEPTANCE, USE/MISUSE OF A PRIZE OR FAILURE WITH RESPECT THERETO ARISING AT ANY TIME. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BY PARTICIPATING IN THE INCUBATOR, YOU EXPRESSLY AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN; IF YOU DO NOT AGREE TO THIS ALLOCATION OF RISK, YOU MUST NOT PARTICIPATE IN THE INCUBATOR OR SUBMIT AN ENTRY APPLICATION.

Terms of Use

1. TERMS OF USAGE

The aim of the MATTER website is to introduce you to the activities of the American Gastroenterological Association 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 about 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 and the American Gastroenterological Association 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 American Gastroenterological Association 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 American Gastroenterological Association. 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. Participant will not take any actions that may undermine the integrity of the Incubator. Participant will not use any device, software or routine to interfere with the proper working of the Incubator Website or which is intended to damage, interfere with or surreptitiously intercept or expropriate any system, data or personal information.

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.