

TERMS & CONDITIONS

1. OVERVIEW

Thank you for your interest in the VSP Vision Innovation Challenge ("VSP Innovation Challenge" or "Challenge"). The sponsor of this Challenge is Vision Service Plan, a California nonprofit corporation, doing business as VSP Vision (hereinafter "VSP Vision") and its Global Innovation Center (collectively "VSP and its Global Innovation Center" or "Sponsor"). This application is managed by MATTER, LLC, ("MATTER") and all provisions governing your participation in this Challenge (including the Services provided through it) are described in these terms and conditions ("Terms" or "Terms and Conditions").

By participating in the Challenge, each Entrant (defined below) unconditionally accepts and agrees to comply with and abide by the official rules set forth in these Terms 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 Challenge. Entrants should look solely to MATTER with any questions, comments or problems related to the Challenge. MATTER may be reached by email at partnerships@matter.health during the Application Period. The Challenge is an open, global challenge to identify how we might enhance the eye care experience.

By submitting an Application ("Entry Application" or "Application") to, and participating in, the Challenge, 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 and the decisions of VSP Vision and its Global Innovation Center, which decisions shall be final and at the sole discretion of VSP Vision and its Global Innovation Center. If you do not agree with any of these terms, you should not submit your Entry Application.

The Challenge begins on or about 12:00pm CST on April 21, 2025 and ends no later than on or about 11:59pm CST on June 8, 2025 (Challenge Period). During the entire Challenge Period, MATTER's administrator's server/computer is the official time keeping device for the Challenge.

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 outlined in the Challenge;

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 4-week startup bootcamp that culminates in a live VSP Vision Innovation Challenge event in person at Vision Expo West in Las Vegas, Nevada or at MATTER in Chicago, Illinois during the week of September 15, 2025 as well as a series of preparation calls with a set of stakeholders from Sponsor and MATTER. The preparation consists of a 4-week startup bootcamp designed with mentors from across the healthcare community around how to best refine your solution as well as preparation for the final pitch day. These valuable meetings are facilitated via conference calls or web conferencing platforms to permit global participation. The dates for the 4-week startup bootcamp are August 11-September 5, 2025.

Finalists must participate in the VSP Vision Innovation Challenge event in person at Vision Expo West in Las Vegas, Nevada or at MATTER in Chicago, Illinois during the week of September 15, 2025.

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 agrees that any and all information submitted will not be treated as confidential and all information submitted may be shared with third parties. Participant hereby releases MATTER and SPONSOR for any liability associated with the sharing of confidential information submitted during the application process or as a part of the Application, including any resulting damages or losses.

Intellectual property: The Participant's idea, concept, product or services must be free of third party ownership rights, including intellectual property rights. By entering this VSP Vision Innovation Challenge, Participant hereby represents, warrants, covenants, and agrees 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 VSP Vision Innovation Challenge 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 ;

(iii) The Entry Application is the original creation of the Participant and/or Participant has all title, rights, interest, licenses, permissions, and consents from any and all necessary persons/entities to and in connection with the Entry Application and all content contained therein, and the right to submit the Entry Application into this VSP Vision Innovation Challenge and to grant all of the rights granted to MATTER and Sponsor in these Terms (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 laws and regulations, 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, processing, 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 VSP Vision Innovation Challenge and any element thereof) is with the legally required permission or consent 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, rules, regulations or rights, including but not limited to HIPAA, and any such Entry Data is de-identified so as not to disclose the personal health information (as defined under HIPAA) of an individual personally identifiable by such Entry Data in accordance with applicable laws, rules, regulations, and guidelines.

Equity: VSP Vision and its Global Innovation Center and MATTER agree to not take equity in your startup during the Challenge period.

Award: Only the Participants selected by the selection committee will receive a monetary award. Each Participant acknowledges and accepts that under no circumstances whatsoever can an award be contested in any way, nor can a request be 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. Participants who are selected to receive a monetary award will must agree to the terms of a separate award agreement from MATTER upon acceptance of such award.

Expenses: Subject to MATTER's prior written approval, MATTER will cover costs for an economy class (or equivalent) travel and standard room (or equivalent) accommodation as well as documented travel and meal expenses for Participants at the VSP Vision Innovation Challenge and during the incubation program when physically present at MATTER or other location for up to two members per Entrant. One member must have power to act and sign on behalf of the Entrant.

Personal Data: By submitting an Entry Application for VSP Vision Innovation Challenge, Participant expressly consents to: (i) the collection, use and retention by VSP Vision and its Global Innovation Center, and its affiliates and subsidiaries, and MATTER of the Participant's personal and business information contained in the Application for all purposes (including promotion and publicity) related to VSP Vision and its Global Innovation Center's partnering program and (ii) the publication of the Participant's name and entrepreneurial story on VSP Vision's website as well as on its social media channels (Facebook, Twitter, YouTube, LinkedIn, Instagram, etc.).

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 Challenge**
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 June 8, 2025 at 11:59pm CST.

5. JUDGES

Personnel selected at the sole discretion of MATTER and VSP Vision and its Global Innovation Center.

6. FINALIST SELECTION

Finalist Selection: Each finalist will be notified that he/she has been selected by telephone and/or email no later than July 25, 2025.

Winners: The winners will be announced at the end of the VSP Vision Innovation Challenge on the week of September 15, 2025. Time is TBD.

7. AWARDS

The Challenge will award a combination of monetary and in-kind contributions. 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 written permissions to fully use, copy, disseminate, transfer 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 or any intellectual property rights of others anywhere worldwide. 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 RIGHTS ("IP") THAT ARE THE ENTRANT'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 SPONSORS, OR JUDGES. PARTICIPANTS OR MEMBERS OF THE PUBLIC 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 legal 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 Challenge, that any and all such information may be disclosed to MATTER and VSP Vision and its Global Innovation Center. may be publicly disclosed, and that any presentations may be open to any interested parties, including the general public, as VSP Vision Global Innovation Center determines in its sole discretion.

In particular and without limitation, except where prohibited by law, you authorize MATTER and VSP Vision and its Global Innovation Center to use your name, names and likenesses of your principals, addresses, quotes, voices, images, 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 and all laws, rules and regulations applicable to participation in the Challenge, 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. WARRANTY AND INDEMNITY

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

Participant warrants that by submitting the Entry Application Participant does not breach any contract or obligation between Participant and any third party and that, 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 anywhere worldwide.

By submitting your Entry Application, you agree that you release, to the fullest extent permitted by applicable law, MATTER, VSP Vision and its Global Innovation Center and VSP Vision's affiliates, subsidiaries, and its 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 VSP Vision and its Global Innovation Center 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 Challenge or acceptance, possession or use of any award from the Challenge.

Further, you agree to indemnify, defend at your expense and hold harmless each of the MATTER & VSP Vision Global Innovation Center Parties, from any claim by you or any third party arising from or relating to your participation in the Challenge, including without limitation, i) infringements of copyright or any other intellectual property right worldwide, ii) the use or misuse of the award, iii) participation in any Challenge-related activity, or (iv) violation of any laws, including but not limited to applicable privacy laws, rules and regulations.

13. PRIVACY

Any personal information supplied by you will be subject to MATTER'S privacy policy (see attached). By entering the Challenge, you grant MATTER permission to share your email address and any other personally identifiable information with the other Challenge Entities for the purpose of administration and prize fulfillment, including use in a publicly available winners list.

14. DISQUALIFICATION

MATTER and SPONSOR reserve the right, in their respective 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 Challenge, Sponsors, Reviewers or any of their respective advertisers, clients, or customers to controversy, negative publicity, scorn, and/or ridicule. Neither MATTER nor SPONSOR assumes any responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING YOUR APPLICATION AND 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, SUBMISSION OF YOUR APPLICATION AND 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 Terms 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 VSP Vision Innovation Challenge, 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 VSP Vision Innovation Challenge, and any other disputes that cannot be informally resolved between the parties arising out of or connected with this VSP Vision Innovation Challenge or any element thereof.

16. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER MATTER OR SPONSOR 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 EITHER MATTER, SPONSOR OR APPLICANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF THIS VSP VISION INNOVATION CHALLENGE, PARTICIPATION IN THE VSP VISION INNOVATION CHALLENGE 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 VSP VISION INNOVATION CHALLENGE AND/OR PRIZE ACTIVITIES, AND/OR THE DELIVERY, ACCEPTANCE, USE/MISUSE OF A PRIZE OR FAILURE WITH RESPECT THERETO ARISING AT ANY TIME OR ANY RELATED ACTIVITIES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BY PARTICIPATING IN THE VSP VISION INNOVATION CHALLENGE, 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 VSP VISION INNOVATION CHALLENGE OR SUBMIT AN ENTRY APPLICATION.

Terms of Use for the MATTER website

1. TERMS OF USAGE

The aim of the MATTER website is to introduce you to the activities of Vision Service Plan, doing business as VSP Vision (hereinafter "VSP Vision") and its Global Innovation Center 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. The website is owned and operated solely by MATTER and VSP Vision and its Global Innovation Center have no responsibility or control over the content or operation of such website or any other websites owned or operated by MATTER or any third party websites linked to the website and VSP Vision and its Global Innovation Center shall not be liable for any damages or injuries arising from any content on the MATTER websites, or the operation of the MATTER websites, or any third party websites linked to the MATTER websites.

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 VSP Vision and its Global Innovation Center 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. VSP Vision and its Global Innovation Center 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 VSP Vision and its Global Innovation Center. 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 VSP Vision Innovation Challenge. Participant will not use any device, software or routine to interfere with the proper working of the VSP Vision Innovation Challenge 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 without regard to conflict of law principles.