

TERMS & CONDITIONS

1. OVERVIEW

Thank you for your interest in the AbbVie Foundation Health Equity Accelerator (the "**Accelerator**"). The Accelerator website is managed by Innovation Development Institute, Inc. d/b/a MATTER Chicago ("**MATTER**"), and all provisions governing your participation in this Accelerator (including the services provided through it) are described in these terms and conditions ("**Terms**"). The AbbVie Foundation is the sole sponsor that will contribute to the Accelerator ("**Sponsor**").

By registering your application and, if selected, participating in the Accelerator, you, as the participant organization, on behalf of itself, its officers, directors, employees, agents and representatives ("**you**" or "**Applicant**"), are confirming the accuracy of the information submitted and hereby agree to be bound by these following Terms of the Accelerator.

By registering your application and, if selected, participating in the Accelerator, each Applicant unconditionally accepts and agrees to comply with and abide by these Terms, which shall be final and binding in all respects. MATTER is responsible for the collection, submission and/or processing of application entries ("**Entries**") and the overall administration of the Accelerator and may be reached by email at katie@matter.health during the Accelerator Period. The Accelerator is a national, merit-based accelerator program to identify and support entrepreneurs with novel nonprofit solutions that break down barriers and increase access to care.

The Accelerator begins on 9:00 AM Central Standard Time (CT) on January 27, 2026 and ends on or about 11:59pm CST on March 8, 2026 ("**Accelerator Period**"). Applicants are invited to submit innovative solutions that address the priority area below. All submission materials must be submitted through MATTER's online portal. The submission collection begins at 9:00 AM Central Standard Time (CT) on January 27, 2026 and ends at 11:59 PM CST on March 8, 2026. During the entire Accelerator Period, MATTER's administrator's server/computer is the official time keeping device for the Accelerator.

2. ELIGIBILITY

The Accelerator is open to all eligible individuals and legal entities that are a U.S.-based nonprofit organization with 501(c)(3) tax-exempt status and classified as a public charity under Code 509(a). The organization must be in good standing.

Individuals, teams, researchers, students, or entrepreneurs may submit an application only if applying on behalf of, or in formal partnership with, an eligible U.S.-based nonprofit organization that meets the requirements described above.

Organizations must have a strong leadership team with proven success and relevant expertise, show reasonable financial health and stability to enable scale or replication of the solutions, be capable of reporting regular, transparent reports on progress and outcomes and be ready to engage with mentors and advisors provided by the accelerator program and effectively utilize the provided resources, training and support.

Solutions can address the following priority area: Seeking innovative solutions that break down barriers and increase access to care.

Applicants should be entrepreneurs and/or nonprofit professionals developing a solution that breaks down barriers and increases access to care. Solutions can range from early-stage concepts (must be in the execution stage or have been tested at least on a small scale (beyond the idea or concept phase)) to marketed solutions. Purely conceptual or idea-stage solutions that have not yet been implemented or tested will not be considered.

Applicants must complete a short application outlining the key problem being addressed, a description of the solution and its value proposition. All submission materials will be reviewed by MATTER and Sponsor.

Based on a review of the submission materials, up to 5 Entries ranked highest by MATTER will be selected as participants in the Accelerator ("Participants"), subject to verification and compliance with these Terms. The Participants will be notified at the email address provided by April 13, 2026. If any email notification is returned as undeliverable, or if a Participant does not respond within the required number of days specified by MATTER, or if any information submitted by Participant is found in non-compliance with the Terms, raises issues or concerns to MATTER, or a potential Participant decides to decline its selection as Participant for any reason, MATTER shall have no further obligations to such Participant and such Participant's place in the Accelerator may be awarded to another Participant, time-permitting and at MATTER's sole discretion.

Participants must be available to participate in a 10-week accelerator ("Accelerator Phase") beginning on May 11, 2026 and ending on July 17, 2026, including but not limited to, workshops, mentorship, bi-weekly touchpoint calls with innovation mentors and final showcase. These meetings are facilitated primarily via conference calls or web conferencing platforms for ease of participation. The dates for all programs and meetings will occur during the Accelerator Phase.

Participants must participate in the kickoff event in Chicago during the week of May 11, 2026 and the final showcase event in Chicago during the week of August 3, 2026 ("Showcase").

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

Award: Only the Participants who complete the full 10-week Accelerator Phase and Showcase will receive their stipend. Each Participant acknowledges and accepts that under no circumstances whatsoever can a stipend 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. Participants will receive a separate stipend agreement from MATTER.

Personal Data: By submitting an application for the Accelerator, the Applicant expressly consents to: (i) the collection, use and retention by MATTER and the Sponsor of the Applicant's personal and business information contained in the application for all purposes (including promotion and publicity) and (ii) the publication of the Applicant's name and entrepreneurial story on MATTER's and the Sponsor's 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 ("Awards") to Participants. All services offered will be mutually agreed upon between the Participants and MATTER. Please refer to the "Awards" section on the website for specific offerings. MATTER will disseminate any payment of any applicable Award through a separate agreement.

Each Participant will receive:

- Opportunity to:
 - Engage with other innovative nonprofit organizations
 - Network with peers and leading influencers
 - Gain exposure to the Sponsor and MATTER communities
 - Validate their solutions and refine their value propositions
 - Pitch to potential funders, partners, and community stakeholders at the final showcase
 - Participate in the kickoff event in-person at MATTER in downtown Chicago during the week of May 11, 2026.
 - Participate in the final showcase in-person at MATTER in downtown Chicago during the week of August 3, 2026.
 - Graduate with actionable next steps to further advance their solutions over the subsequent six months
- Receive a free, six-month MATTER membership

- One (1) non-dilutive financial stipend of \$10,000 USD. For Participants that are organizations or teams of more than one individual, each such Participant team will appoint a representative who will be solely responsible for dividing the prize equally amongst all such Participant team members. Participants are responsible for any costs and expenses associated with the acceptance and/or use of the Award.
- Opportunity to receive an unrestricted grant of \$50,000 USD. The unrestricted grant is not guaranteed and, if awarded, will be provided at the sole discretion of the Sponsor under separate criteria and subject to a separate grant agreement.

4. TAXES ON AWARDS

Stipends 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 Entry 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 Entry, 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 IP rights in all appropriate jurisdictions. NONE OF THE ACCELERATOR, MATTER, NOR THE SPONSOR REQUIRE THAT YOU DISCLOSE IDEAS, DESIGNS OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT ARE YOUR CONFIDENTIAL IP. THE ACCELERATOR, MATTER, AND THE SPONSOR CAN NOT AND DO NOT ASSURE THAT ANY IP DISCLOSED IN THE ENTRY APPLICATION OR OTHERWISE IN THE COURSE OF THE ACCELERATOR WILL BE KEPT CONFIDENTIAL OR OTHERWISE PROTECTED BY THE ACCELERATOR, MATTER OR THE SPONSOR. APPLICANTS, 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 of your Entry, you should seek and be guided by your own counsel as to the desirability of seeking intellectual property protection for your Entry.

6. DISCLOSURES

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

In particular and without limitation, except where prohibited by law, you authorize MATTER and the Sponsor to use your name, names and likenesses of your principals, addresses, quotes, voices, and any part of the contents of your Entry 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. Any such use shall be consistent with professional standards and shall not be misleading, defamatory, or presented out of context.

You agree that, except for disclosures required by applicable law, you will not use the name, logo, trademark, or service mark of the Sponsor or any other AbbVie Person in any statement, press release, publication, advertising, social media post, or other announcement without the Sponsor's prior written approval.

7. COMPLIANCE

You agree that you are solely responsible for compliance with any and 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.

The Awards may not be used for lobbying or for participation or intervention in any political campaign. The Awards may not be used to purchase any products or services from Abbott Laboratories or AbbVie Inc. or any parent, subsidiary, or affiliate of Abbott Laboratories or AbbVie Inc. (including Allergan companies), or to provide benefits to, or to purchase any products or services from, any employee, officer, or director thereof (such entities and individuals, "**AbbVie Persons**").

The Awards may not be used for programs, activities or conduct that promotes opioids or opioid products. The Awards may not be used (1) for lobbying activities that encourage the use of opioid medications or discourage the use of non-opioid medications, (2) to lobby for the enactment of any laws or regulations that encourage use of opioids or opioid products, or (3) to lobby against the enactment of any laws or regulations that discourage use of opioids or opioid products. "Lobby" and "Lobbying" shall have the same meaning as "lobbying activities" and "lobbying contacts" under the federal lobbying disclosure act, 2 U.S.C. § 1602 et seq., and any analogous state or local provisions governing the person or entity being lobbied.

You acknowledge that no AbbVie Person (other than the AbbVie Foundation in its capacity as Sponsor) has an interest in the Accelerator and that no provision of these Terms will be construed to impose any duty, obligation, or responsibility on any AbbVie Person (other than the AbbVie Foundation in its capacity as Sponsor). You acknowledge and agree that you are not entering into these Terms or the Accelerator, and that no Applicant will be selected as a Participant, with the intent to induce or in exchange for any explicit or implicit agreement or understanding that the products or services of any AbbVie Person will be purchased, leased, ordered, prescribed, recommended or otherwise arranged for, or provided formulary or other preferential or qualifying status.

You understand and agree that you are at all times acting independently and are not a partner, joint-venturer, or employee of MATTER or the Sponsor. You further understand and agree that MATTER, the Sponsor and their respective personnel are at all times acting independently and are not your partners, joint-venturers, employers or employees.

8. INDEMNITY

By submitting your Entry, you agree that you release, to the fullest extent permitted by applicable law, MATTER and the Sponsor and its and their respective officers, directors, employees, agents, representatives, all award suppliers, and all other affiliated and non-affiliated third parties who work with MATTER and the Sponsor (collectively, the "**Indemnitees**") from any and all claims, liabilities, actions, demands, causes of action, injuries, damages, losses and expenses (including payment of attorneys' fees for counsel for MATTER), of any kind (collectively, "**Claims**") 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 the Indemnitees harmless 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 an Award, or participation in any Accelerator-related activity.

9. 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 and Sponsor, including for use in a publicly available winners list.

10. DISQUALIFICATION

MATTER reserves the right, in its sole discretion, to reject, disqualify, modify, edit, and revise any Entry, to verify any element of any Entry or related materials, and to disqualify any Participant whose participation may subject the Accelerator, Sponsor, 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 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, THE ACCELERATOR AND THE RELATED SERVICES. BY RECOGNIZING YOUR ACCEPTANCE OF THESE TERMS, BY SUBMITTING AN ENTRY, 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.

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. MATTER 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 MATTER. 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.