

## 1. THE NOVO NORDISK INNOVATION CHALLENGE 2018 - 2019

Novo Nordisk is a global healthcare company with more than 95 years of innovation and leadership in diabetes care.

Novo Nordisk A/S, Denmark ("Novo Nordisk") and Innovation Development Institute dba MATTER ("MATTER") have partnered up and invite professional and collegiate innovators to participate in the Challenge 2018 – 2019 (the "Challenge").

**The Challenge begins on 9:00 AM Eastern Standard Time (EST) on September 25, 2018 and ends on 11:59 PM EST on October 26, 2018, unless terminated earlier by Novo Nordisk (the "Challenge Period").**

In the Challenge, Novo Nordisk asks for **digital health care solutions, services, devices, tools and digital technologies that may enhance patient experience, empower patients to improve their self-care and sense of normalcy, and enable smarter, more efficient management of diabetes.** Solutions can range from research-based, to pre-revenue concepts, to on-market technologies and solutions. Novo Nordisk is currently not seeking any drugs/therapeutic technologies.

The Challenge is open for participation by individuals, teams, legal entities and organizations from across the innovation ecosystem, from start-ups, university researchers, students, incubators/accelerators, as well as other industry innovators (referred to as "Participant"). An entrant team consisting of more than one individual and not representing a legal entity is referred to as "Participant Team".

"Participant" in these Terms shall refer to individual Participants as well as each individual member of any Participant Team.

By registering and participating in the Challenge, Participant accepts and agrees to comply with these terms and conditions (the "Terms") and the decisions of Novo Nordisk, which will be final and binding in all respects, including Novo Nordisk's right to verify eligibility, to interpret these Terms, and to resolve any claims or disputes relating to this Challenge at any time.

MATTER is responsible for the collection, submission or processing of submitted solution entries ("Entries"), the Challenge website <novonordisk.innovationchallenge.com> (the "Challenge Website"), and the overall administration of the Challenge. Participants should look solely to MATTER with any questions, comments or problems related to the Challenge. MATTER may be reached by email at <nn@matter.health> during the Challenge Period.

In these Terms, "Novo Nordisk" shall be deemed to include Novo Nordisk A/S, its affiliates, subsidiaries, successors and assigns.

## 2. ELIGIBILITY

The Challenge is open for participation by individuals, legal entities and organizations from across the innovation ecosystem, from start-ups, university researchers, students, incubators/accelerators, as well as other industry innovators, either as sole participant or as part of a Participant Team.

Each individual member of a Participant Team, deemed a "Participant" in these Terms, must be eligible to participate in the Challenge and comply with the Terms as set out in herein, or such Participant Team may be disqualified.

An individual is permitted to be part of more than one Participant Team and may enter as part of a Participant Team and as a sole participant if they desire.

Only one (1) person on a Participant Team will be considered Participant for entry purposes ("Team Representative").

To be eligible to enter the Challenge, Participant must be above the age of majority in the country, state or jurisdiction of residence at the time of entry. The Challenge is void in all countries where prohibited by law.

Not eligible to participate in the Challenge are:

- employees, interns, contractors, representatives, agents and official office-holders of Novo Nordisk and MATTER, as well as Novo Nordisk's and MATTER's subsidiaries, affiliates and their respective directors, officers, employees, interns, and contractors, and the immediate family members (such as parents, siblings, children, spouses, life partners),
- in the U.S.: patients participating in any U.S. government, state, or federally funded medical or prescription benefit programs, including Medicare, Medicaid, Medigap, VA, DOD, and TRICARE. This includes patients participating in a Managed Medicaid plan or who have Medicaid as secondary insurance.

Participants who are health care professionals (HCPs) may be required to sign a separate agreement with Novo Nordisk to ensure compliance with Novo Nordisk policies regarding interaction with HCPs. Novo Nordisk will report any transfer of value to an HCP in accordance with U.S. Local/State/Federal laws. This includes any indirect payments made by MATTER to an HCP or a Health Care Organization (HCO) on behalf of an HCP. Additionally, any transfer of value may be subject to limitations by local/state regulations.

If Participant is entering as part of a company or on behalf of its employer, these Terms are binding on Participant as well as the employer. If Participant is acting within the scope of the employment, as an employee, contractor, or agent of another party, by submitting the Entry, Participant warrants that such party has full knowledge of Participant's actions and has consented thereto, including to these Terms and Participant's potential receipt of an award. Participant furthermore warrants that Participant's actions do not violate the employer or company's policies and procedures.

Novo Nordisk reserves the right to verify eligibility and to adjudicate on any dispute at any time.

### 3. PHASES OF THE CHALLENGE

#### 3.1. ENTRY SUBMISSION

A Participant who wishes to enter the Challenge may do so via the Challenge Website by submitting the entry information required, including but not limited to: Participant (and, if applicable, Participant Team) name, email and mailing address, team size, phone number, and a demonstration of a validated hypothesis or preliminary proof-of-concept around how Participant's solution addresses key problems, a description of the solution and its value proposition.

Participant must be able and willing to work with a Novo Nordisk team on a co-development program to help advance the proposed solution.

Entries may be submitted at any time during the Entry Period. An Entry is not complete until all the online prompts and instructions to upload the Entry have been properly followed and these Terms have been affirmatively accepted. Entries will not be returned and become the property of Novo Nordisk.

Entries will be considered non-confidential. By submitting an Entry, Participant acknowledges and agrees that the Entry will not be treated as confidential. Participant is advised, before submitting an Entry, to consult a lawyer or patent attorney as to the desirability of seeking patents or other protection for the Entry.

By submitting an Entry, Participant warrants and represents that:

- i. The Entry is the original work of Participant;
- ii. Participant and, if applicable, Participant Team consents to the submission and use of the Entry in the Challenge;
- iii. The Entry does not contain any copyrighted material not owned by Participant or, if applicable, Participant Team and, to the best of Participant's knowledge, does not infringe the rights of any third party, including but not limited to intellectual property rights, rights of publicity or privacy, moral rights, or any other property rights;
- iv. Participant has the right to present the Entry and to participate in the Challenge and there are provided no claims, judgments or settlements against or owed by Participant or pending or threatened claims or litigations, relating to (the use of) the Entry or any information contained therein;

- v. The Entry is not subject to any third party agreements other than named in the Entry, and Novo Nordisk will not incur any sums to any person or entity as a result of its ownership, acquisition, use or exploitation of the Entry or the rights therein;
- vi. The Entry only contains names/likeness/identifying elements of any persons for the use of which these persons have given their prior written consent to Participant.

By submitting the Entry, Participant agrees that, if Participant is selected as a Finalist, Participant will first negotiate in good faith with Novo Nordisk for the right of Novo Nordisk to acquire or license Participant's solution, including further changes and/or developments made thereof during the Challenge Period.

In the Entry, Participant must disclose whether:

- a. whether Participant has any currently active formal partnerships with other pharmaceutical firms;
- b. whether Participant cooperates or intends to cooperate with partners. All (potential) partners must be named;
- c. whether Participant is a Health Care Professional (HCP).

Participant's submission of the Entry by electronic means is at its own responsibility and risk. Neither Novo Nordisk nor MATTER shall be liable for loss of data and illegal intrusion into the respective systems by third parties.

### 3.2. SELECTION CRITERIA

Throughout the Challenge, the Entries and developed solutions will be judged and scored by a review panel chosen by Novo Nordisk ("Review Panel").

The Review Panel will rank the Entries based on:

- Ability to clearly articulate the problem statement addressed in the Challenge description
  - The description of the unmet market need of the stakeholders involved, and the deficiencies of current solutions.
- Quality, feasibility, and scale of proposed solution or technology
  - The description of 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
  - The description of how the proposed solution addresses the unmet need, why it would be sustainable, and how it is differentiated within the competitive landscape.
- Capability of Participant to develop and execute solution
  - A description of the composition of the Participant Team and relevant background and experience of Participant or each Participant Team member that uniquely positions Participant to execute on this solution.
- Extent to which Novo Nordisk partnership can advance solution
  - A description of why Novo Nordisk would be an optimal partner for Participant, the types of expertise and resources that Participant would seek to leverage from Novo Nordisk, and how Participant envisions working together to co-develop the solution.

Novo Nordisk reserves the right to assess Entries and developed solutions in the manner determined by Novo Nordisk, which may include interviews or discussions with certain Participants.

### 3.3. SELECTION OF SEMI-FINALISTS

The 10 – 15 Entries ranked highest by the Review Panel will be selected as semi-finalists (“Semi-Finalists”), subject to verification and compliance with these Terms. The Semi-Finalists will be notified by the email address provided by 2 November 2018.

If any email notification is returned as undeliverable, or if a Semi-Finalist does not respond within the required number of days specified by Novo Nordisk, or if any information submitted by Participant is found in non-compliance with the Terms, raises significant concern to Novo Nordisk or a potential Semi-Finalist decides to decline its selection as Semi-Finalist for any reason, Novo Nordisk shall have no further obligations to such Semi-Finalist and such place as Semi-Finalist may be awarded to a runner-up Semi-Finalist time-permitting and at Novo Nordisk’s sole discretion.

The Semi-Finalists will participate in a 3-day boot camp in Chicago in October 13th – 15th 2018 and will present their solution to a community of Novo Nordisk executives and community healthcare innovators in Boston on 5 December (Demo Day).

### 3.4. SELECTION OF FINALISTS

After Demo Day, The Review Panel will select 3 – 5 Finalists. The Finalists will be notified by the email address provided by 6 December 2018.

If any email notification is returned as undeliverable, or if a Finalist does not respond within the required number of days specified by Novo Nordisk, or if any information submitted by Participant is found in non-compliance with the Terms, raises significant concern to Novo Nordisk or if a Finalist decides to decline the prize for any reason, Novo Nordisk shall have no further obligations to such Finalist and the applicable prize will be forfeited and may be awarded to a runner-up Finalist, time-permitting and at Novo Nordisk’s sole discretion.

If, once selected as a Finalist, a Participant is of the opinion that the solution cannot be further discussed or developed without the disclosure of any confidential or proprietary information, Novo Nordisk will, if considered necessary, enter into a confidentiality agreement with Participant to make sure the mutual interests are well protected.

## 4. AWARDS

Each Finalist will receive:

- a monetary prize of US\$25,000 from Novo Nordisk, to be used for the further development of the Finalist’s solution
- Mentoring from Novo Nordisk, MATTER staff and stakeholders from across the healthcare community
- A free 1-year membership with MATTER

Award of the prize is conditional upon the Finalist’s signing of an award agreement as will be provided by Novo Nordisk.

Prizes are non-transferable and prize substitutions or cash redemptions will not be allowed. Except where prohibited by law, all tax liabilities are the responsibility of the prize winners and Novo Nordisk will not be responsible for any tax deductions which may be necessary. Participant acknowledges that he/she will not be entitled to any additional payment by reason of any award(s) being subject to any tax, levy, or other charge in any jurisdiction.

In the event a Participant Team is deemed a Finalist, 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. All details of the prize not specified in these Terms shall be determined by Novo Nordisk in its sole discretion.

## 5. INDEMNIFICATION, WARRANTIES AND ACKNOWLEDGEMENTS

Participant accepts the conditions stated in these Terms, agrees to be bound by all decisions of Novo Nordisk with regard to the Challenge, and warrants that he/she is eligible to participate in the Challenge as specified in these Terms.

Participant warrants that submitting the Entry 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 or any idea, invention, information or materials comprised in the Entry by Novo Nordisk will not misappropriate or infringe any intellectual property rights of others.

Participant indemnifies Novo Nordisk and MATTER for any damages (including payment of reasonable attorneys' fees) in connection with Participant's participation in the Challenge or Participant's acceptance, possession or use of any award from the Challenge.

Participant indemnifies Novo Nordisk and MATTER for any damages (including payment of reasonable attorneys' fees) in connection with any claim for misappropriation or infringement resulting from Novo Nordisk's or MATTER's possession or use of the Entry or any idea, invention, information or materials comprised in the Entry.

Participant acknowledges that Novo Nordisk may presently, during the Challenge, and/or in the future be developing internally, or receiving from other parties, ideas, concepts, solutions and information that are similar to Participant's Entry. Accordingly, nothing herein shall prohibit Novo Nordisk from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Entry.

Participant will not take any actions that may undermine the integrity of the Challenge. Participant will not use any device, software or routine to interfere with the proper working of the Challenge Website or which is intended to damage, interfere with or surreptitiously intercept or expropriate any system, data or personal information.

## 6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Entries will be considered non-confidential. By submitting an Entry, Participant acknowledges and agrees that the Entry will not be treated as confidential.

If selected as a Finalist, if Participant is of the opinion that it cannot further discuss or develop the solution without disclosing any confidential information, Novo Nordisk will, if considered necessary, enter into a confidentiality agreement with Participant.

By submitting its Entry, Participant agrees that, if selected as a Finalist, Participant will first negotiate in good faith with Novo Nordisk for a right of to acquire or license Participant's solution, including any further changes or developments made thereof during the Challenge Period.

Participant shall not to use the Novo Nordisk name, logo, corporate identity or images without Novo Nordisk's prior written consent.

## 7. OTHER

- i. **TRAVEL EXPENSES.** Subject to Novo Nordisk's prior written approval, Novo Nordisk will cover costs for economy class (or equivalent) travel and standard room (or equivalent) accommodation as well as documented travel and meal expenses for each Participant (or up to two Participant from the same Participant Team provided that at least one of these has power to act and sign on behalf of Participant Team) to:
  - a. if selected as Semi-Finalist, participate in the Boot Camp and Demo Day
  - b. if selected as a Finalist and during the Accelerator program, when Participant's physical presence at MATTER or another location is required.
- ii. **NO OFFER OR PAYMENT FOR PRODUCTS OR SERVICES.** Any amount paid or reimbursed by Novo Nordisk hereunder, or Participant's participation in the Challenge, is not intended to be, nor shall it be construed as, an offer or payment made, whether directly or indirectly, to purchase, lease or order of any item or service of Novo Nordisk.

- iii. **COMPLIANCE WITH REQUIREMENTS.** Determination of compliance with entry, technical, and other requirements and these Terms will be in the sole discretion of Novo Nordisk. Novo Nordisk reserves the right to disqualify any Participant whose participation may, or Entry that may, cause controversy or negative publicity for the Challenge, MATTER, Novo Nordisk or any third parties.
- iv. **NO LIABILITY.** Novo Nordisk and MATTER assume no responsibility for the following: any problems, technical malfunctions or delays in electronic operations or transmissions; Entries that are lost, stolen, incomplete, damaged, garbled, destroyed, misdirected or not received for any reason; destruction of or unauthorized access to, or alteration of, Entries or related material, failed or unavailable hardware, network, software or telephone transmissions, damage to Participant's or any person's computer and/or its contents related to or resulting from participation in the Challenge; or any errors in these Terms or in any advertisements or correspondence in connection with the Challenge.
- v. **PARTICIPANT CONSENT.** Participant consents, authorizes and grants to Novo Nordisk and MATTER the irrevocable and unrestricted right and permission to take, copyright, use and publish printed, video, audio, or photographic images of Participant and Participant's statements, in whole or in part, in conjunction with or without Participant's name, or any reproductions thereof related to the Challenge for Novo Nordisk's and MATTER's use with internal and external audiences, including the right to edit these materials to ensure compliance with applicable rules and regulations.
- vi. **TIMEKEEPING.** During the Challenge, MATTER's administrator's server/computer is the official timekeeping device.
- vii. **NOVO NORDISK DECISIONS.** Novo Nordisk's decisions are final and binding in all other matters relating to the Challenge.
- viii. **PRECEDENDE.** In the event of any inconsistency between these Terms and any other provisions published or otherwise communicated in relation to the Challenge, these Terms shall prevail.
- ix. **CHALLENGE CANCELANATION OR SUSPENSION.** Novo Nordisk reserves the right to cancel or suspend the Challenge at any time at its discretion.

## 8. PERSONAL DATA AND PRIVACY

Entries will include information relating to identified or identifiable natural persons ("Personal Data"), in particular name, title, email address, mailing address, phone number and age of Participants 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.

Novo Nordisk and MATTER 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.

Novo Nordisk and 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 Novo Nordisk and MATTER of Participant's personal and business information contained in the Entry for all purposes (including promotion and publicity) related to the Novo Nordisk Innovation Partnering Program and for the purposes set forth more fully on Novo Nordisk's website (<https://www.novonordisk.com/utills/disclaimer.html>), 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 and Novo Nordisk websites as well as on its social media channels (Facebook, Twitter, YouTube, Instagram, etc.).

## 9. DISPUTES

Participant agrees that any and all disputes, claims and causes of action out of or connected with the Challenge shall be resolved individually, without resort to any form of class action.

# terms & conditions



All issues and questions with regard to the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of Participant, Novo Nordisk and/or MATTER shall be governed by, and construed in accordance with, the laws of the state of New York, USA, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any other jurisdiction.

The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms shall be the state courts of the State of New York or the United States District Court for the Southern District of New York; and Participant submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Challenge, but in no event attorneys' fees. Participant hereby waives all rights to (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and (ii) to have damages multiplied or otherwise increased, including for willful patent infringement.