PARATUS Digital Health Accelerator | POWERED BY MATTER

Terms & Conditions

TERMS & CONDITIONS

1. OVERVIEW

Thank you for your interest in the Paratus Digital Health Accelerator - Non-dilutive Funding Project opportunity (the **"Project"**). The Project website is managed by Innovation Development Institute, Inc. d/b/a MATTER Chicago (**"MATTER"**), and all provisions governing your participation in this Project (including the Services provided through it) are described in the terms and conditions (**"Terms"**). MATTER has sponsors that contribute to the Project (collectively **"Sponsor"** or **"Sponsors"**).

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

By participating in the Project, each Participant 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 Entries and the overall administration of the Project and may be reached by email at paratus@matter.health during the Project Period. The Project is an open, global competition to identify and support entrepreneurs with digital health solutions that will empower the nation to prepare for and respond to health security threats and improve the continuum of care.

Each Project will have an agreed upon set of milestone dates, (**"Project Period"**).

Participants are invited to submit Project concepts for their company that address one or a combination of priority areas below. All submission materials must be submitted through MATTER's online portal. The submission collection begins at 9:00 AM Central Time (CT) on November 9, 2026 and ends at 11:59 PM CT on January 31, 2027. During the entire submission period, MATTER's administrator's server/computer is the official time keeping device for the Project.

2. ELIGIBILITY

The Project is open to all eligible individuals and legal entities. Solutions can include one or a combination of the priority areas listed below.

Areas of focus for the Project include digital health tools that enhance preparedness and response to public health emergencies due to chemical, biological, radiological, and nuclear (CBRN) incidents, pandemic influenza and emerging infectious diseases. These tools should increase access, reduce cost or more rapidly disseminate medical countermeasures (MCMs).

Across these areas, we are interested in digital health solutions that can support preparedness, health readiness and mobilization. Examples include, but are not limited to:

- Field detection of infection and injury
- Radiological injury assessment and decision support
- Clinical trial readiness and recruitment
- Health security preparedness and response

Funds can be used to:

- Advance technologies currently in development to the next milestone and value inflection points
- Engage a study site to complete validation work
- Increase access, reduce cost and more rapidly deploy medical countermeasures
- Advance platforms in development to improve clinical research and clinical care coordination

Participants should be entrepreneurs developing digital health tools that can support preparedness, health readiness and mobilization. These tools should increase access, reduce cost or more rapidly disseminate MCMs. This global call for solutions is open to individuals and teams from across the innovation ecosystem — entrepreneurs and university-backed researchers of all stages with established proof of concept, evidence of product-market fit and business model potential.

Participants must complete a short application outlining the key problem being addressed, a description of the solution and its value proposition. They will also outline a specific project for the funds use. All submission materials will be reviewed by MATTER. Based on a review of the submission materials, MATTER will invite select applicants to submit a full project proposal including milestones and budgets. Notification of acceptance will be made by late March 2025 with the Awards including and milestone-based funding and services starting immediately thereafter.

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

Personal Data: By submitting an application for this Project, the participant expressly consents to: (i) the collection, use and retention by MATTER and the Sponsors of the participant's personal and business information contained in the application for all purposes (including promotion and publicity) and (ii) the publication of the participant's name and entrepreneurial story on MATTER's and the Sponsors' 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. 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 PROJECT DOES NOT REQUIRE THAT YOU DISCLOSE IDEAS, DESIGNS OR OTHER IP RIGHTS THAT ARE THE PARTICIPANT'S CONFIDENTIAL IP. THE PROJECT CAN NOT AND DOES NOT ASSURE THAT ANY IP DISCLOSED IN THE ENTRY APPLICATION OR OTHERWISE IN THE COURSE OF THE PROJECT WILL BE KEPT CONFIDENTIAL OR OTHERWISE PROTECTED BY MATTER OR THE 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 counsel as to the desirability of seeking IP protection for your Application.

4. DISCLOSURES

You further agree, by submitting information for consideration in the Project, 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 Sponsors 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.

Public Announcement of Award: Following the full execution of the award agreement by both parties, the Paratus Hub reserves the right, in its sole discretion, to issue a formal public announcement of the award within twenty-four (24) hours. The announcement may include, but is not limited to, the recipient organization's name, project title, abstract/executive summary, award amount, and anticipated period of performance. Recipient shall not issue any press releases or public statements regarding the award prior to the Hub's official public release, unless prior written approval is granted by the Hub.

Award Terms and Potential Subsequent Work: MATTER reserves the right, in its sole discretion, to negotiate final award amounts, milestone structures, and total funding levels with selected applicants. Funding ranges or maximum amounts identified in the solicitation should be treated as estimates and do not represent a commitment to award any particular amount. Final awards may be greater or less than the amounts stated, based on the technical merit of the proposed work, programmatic priorities, negotiations, and the availability of funds.

Applicants should not assume uniformity in award amounts or milestone structures across selected performers.

MATTER may also negotiate the addition, modification, or sequencing of milestones to reflect the most promising technical approaches and to ensure alignment with program objectives and evolving programmatic needs.

Additionally, this solicitation expressly contemplates the potential for subsequent development activities, including the award of additional funding, expanded scope within the overall objectives of the program, or subsequent phases of effort to selected performers based on successful performance, achievement of milestones, or exceptional progress. Such subsequent development activities may be pursued, including on a non-competitive basis where appropriate, consistent with the terms of this solicitation and consistent with applicable law. Subsequent development activities are not guaranteed and may be pursued at the MATTER's discretion with one or more selected performers.

All awards and any subsequent modifications or subsequent development efforts will be made based on the MATTER"s assessment of programmatic need and overall value.

5. COMPLIANCE

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

6. INDEMNITY

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

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

7. PRIVACY

Any personal information, presentations or other materials supplied by you will be subject to the privacy policy. By entering the Project, you grant MATTER permission to share your email address and any other personally identifiable information with the other Project Entities and Sponsors, including for use in a publicly available winners list.

8. 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 Participant whose participation may subject the Project, 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, BY SUBMITTING AN ENTRY APPLICATION, YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE, YOU MUST CEASE USING THIS PROJECT 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 Project 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.

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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.

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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.