

## PARTICIPANT TERMS AND CONDITIONS SMILE HEALTH 2024

These Terms and Conditions (“Terms”) are entered into between CareQuest Innovation Partners, Inc. (“CareQuest IP”) with a principal place of business at 465 Medford St., Suite 500, Boston, MA 02129 and the Participant acknowledging acceptance of these Terms. These Terms are effective as of the date Participant acknowledges and accepts these Terms. (“Effective Date”).

### 1. SMILE HEALTH 2024

**CareQuest IP and Innovation Development Institute dba MATTER (“MATTER”) have partnered to invite Participants to participate in SMILE Health 2024 (“SMILE and/or program”). These Terms apply to Participants that have submitted application to SMILE.**

CareQuest IP asks for solutions that can **provide equitable, accessible, and integrated oral health care to improve health outcomes**. SMILE is open to global solutions and solutions across all disciplines with a strong leader/leadership team. The Participant’s submission does not need to have a current oral health application as long as there is a potential use case for oral health.

SMILE 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 the “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 individuals, a company or authorized representative on behalf of company and/or employer, as well as each individual member of any Participant Team.

By submitting application, Participant accepts and agrees to comply with these Terms and the decisions of CareQuest IP and MATTER, which will be final and binding in all respects, including the right to verify eligibility, to interpret these Terms, and to resolve any claims or disputes relating to SMILE at any time.

MATTER is the administrator of SMILE and responsible for the collection, processing of submitted application, the SMILE website [carequestinnovation.com/smile-health](http://carequestinnovation.com/smile-health) (the “SMILE Website”), and the overall administration of SMILE. Participants should look solely to MATTER with any questions, comments or problems related to SMILE. MATTER may be reached by email at [carequest@matter.health](mailto:carequest@matter.health) during the SMILE Period.

In these Terms, “MATTER ” shall be deemed to include MATTER A/S, its affiliates, subsidiaries, successors and assigns.

### 2. ELIGIBILITY

SMILE 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 must be eligible to participate in SMILE and agree 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 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”). The Team Representative shall be the liaison responsible for providing information to and from CareQuest IP and MATTER. Each Participant Team shall identify the Team Representative on its Entry (described below).

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

CareQuest IP and MATTER reserve the right to render ineligible any person who either of them determines, in the sole discretion of either of them any person whose participation in SMILE could create the appearance of impropriety. Specifically, the following are not eligible to participate in SMILE :

- employees, interns, contractors, representatives, agents and official office-holders of CareQuest IP and MATTER , as well as their subsidiaries, affiliates and their respective directors, officers, employees, interns, and contractors, and the immediate family members (such as parents, siblings, children, spouses, life partners),

Participants who are health care professionals (HCPs) may be required to sign a separate agreement with CareQuest IP and MATTER to ensure compliance with CareQuest IP and MATTER policies regarding interaction with HCPs. MATTER 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, the authorized individual within said company/employer must sign these Terms and these Terms are binding on the Participant as well as the company/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 the company/employer 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. Any violation of these provisions will result in Participant's termination in SMILE and forfeiture of any awards.

CareQuest IP and MATTER reserves the right to verify eligibility and to adjudicate on any dispute at any time. CareQuest IP's or Matter's decision with regard to any eligibility or dispute issues shall be final and binding on Participant and not subject to any appeal or challenge.

### **3. PHASES OF THE SMILE Health**

#### **3.1 ENTRY SUBMISSION**

A Participant who wishes to enter SMILE may do so via the SMILE Website by submitting the application creating entry submission (the "Entry") . The information required, including but not limited to: completing the application Participant (and, if applicable, Participant Team) information, company contact information (if applicable), Team Representative contact information, brief description of company, momentum, traction & expertise of the proposed project, market opportunity, the problem and solution, team and location and current relationships with any other person or entity such as sponsors, mentors, and any others who support or provide services to, or are collaborating with, the proposed project.

Participant must be able and willing to participate in a 12-week incubation period including weekly meetings, workshops validation study and final Demo Day.

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 CareQuest IP

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 the application and creating the Entry, Participant warrants and represents and agrees that:

- i. The Entry is the original work of Participant, and there are no claims by any third party to the work underlying the Entry;
- ii. Participant and, if applicable, Participant Team consents to the submission and use of the Entry in SMILE;
- iii. The Entry does not contain any copyrighted material owned by any person or entity other than 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 SMILE provided there are no claims, judgments or settlements against or owed by Participant or pending or threatened claims or litigation, 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 CareQuest IP and MATTER will not incur any liability or payments 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;
- vii. The information in the Entry is accurate and does not contain any false or misleading claims or statements.
- viii. Participant on behalf of itself and/ or any members of a Team if chosen as a Finalist, shall consent to background check performed by MATTER, as appropriately necessary to verify and confirm Participant's information provided in the application.

In the Entry, Participant must disclose whether:

- a. Participant has any currently active formal partnerships with other health entities, including any oral health entities;
- b. Involved in any current legal disputes including but not limited to pending claims, legal actions including litigation and settlement negotiations;
- c. Participant may be required to disclose any prior investing relating to Entry, including but not limited to, agreements, Right of First Refusal (ROFR) and/or dilution agreements from prior investors;
- d. Participant is a Health Care Professional (HCP);
- e. Participant is employed and if so, whether any part of the Entry is derived from or based on Participant's employment;

Participant's submission of the Entry by electronic means is at Participant's own responsibility and risk. Neither CareQuest IP nor MATTER shall be liable for loss of data and illegal intrusion into the respective systems by third parties. If any of the information in the Entry is false, incomplete or misleading, the Entry and the Participant/Participant Team will be disqualified from further consideration and/or participating in the SMILE Health.

### **3.2 SELECTION CRITERIA**

Throughout SMILE, the Entries will be judged and scored by a review panel chosen by CareQuest IP and MATTER ("Review Panel").

The Review Panel will rank the Participant's Entries based on:

- How much potential value does the Participant's Entry offer to customers?
- How validated and/or mature is the Participant's Entry?
- How capable is the Participant to develop/execute the Entry?
- How likely is the Participant's entry business model to generate positive returns within 9-12 months?
- How large is the market opportunity for the Participant's Entry?
- How aligned is Participant's entry to CareQuest IP's mission and the focus area(s)?
- To what extent can SMILE advance the Participant's Entry?

CareQuest IP and MATTER reserves the right to assess Entries in the manner determined by CareQuest IP, which may include interviews or discussions with certain Participants. However, the final selection of Participants, Semi-Finalists, and Finalists will be made by CareQuest IP, in its sole discretion, and Participant acknowledges and agrees that CareQuest IP's selection and decisions shall be final and binding on the Participant in all respects, and shall not be subject to challenge or appeal.

### 3.3 SELECTION OF FINALISTS

Select Entries may be asked to participate in virtual meetings and/or workshops in May and/or June 2024. Entries ranked highest by the Review Panel and CareQuest IP will be selected as Finalists and notified by the email address provided on or about June 2024. If any email notification is returned as undeliverable, or if an Entry 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 CareQuest IP, or a Finalist decides to decline the prize for any reason, CareQuest IP and MATTER 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 CareQuest IP's sole discretion."

## 4. AWARDS

Each Finalist will receive:

- a monetary prize payment of US\$10,000 from CareQuest IP, to be used for the further development of the Finalist's Entry.
- Mentoring and other support from CareQuest IP, MATTER and stakeholders from across the oral health and healthcare community
- A free 6-month membership with MATTER

Award of the prize to the Finalist is conditioned upon the Finalist compliance with these Terms.

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 neither CareQuest IP nor MATTER will be responsible for any tax deductions which may be necessary. Participants in the US shall receive a Form 1099 with regard to the prize payment. 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 award 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 CareQuest IP in its sole discretion.

### Industry Partner

As part of SMILE , Participant will be paired with the Industry Partner as facilitated by CareQuest IP. Participant once paired with Industry Partner is thereafter referred to as Matched Company. Participant agrees to cooperate with Industry Partner.

Participant will engage in one or more validation studies with Industry Partners, and confidential information may be exchanged. Participant may be required to review, and if necessary, consult their attorneys, to understand and agree to comply with certain obligations required by their paired Industry Partner, including important topics such as intellectual property rights, ownership, and confidentiality.

As a Participant you agree that you will (i) hold in strictest confidence CareQuest IP, Matter and the Industry Partners' proprietary information and trade secrets and all other information made known to you in connection with your participation in SMILE that has or could have commercial value or other utility (collectively, the "Confidential Information"). The Confidential Information will not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by you in breach of these Terms, (b) is or

becomes available to you on a non-confidential basis from a source, other than CareQuest IP, Matter and the Industry Partners, that is not bound by a confidentiality or similar agreement prohibiting the disclosure thereof, (c) is within your possession prior to being furnished, provided that you can establish with appropriate documentation that the same or substantially similar data or information was already in your possession at time of disclosure by the CareQuest IP, Matter and/or the Industry Partners, or (d) is independently developed by you, provided that you can establish with appropriate documentation that the same or substantially similar data or information was developed you without reference to, use of, or reliance upon the data or information disclosed by CareQuest IP, Matter and/or the Industry Partners.

## **5. INDEMNIFICATION, WARRANTIES AND ACKNOWLEDGEMENTS**

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

Participant warrants that submitting the application, creating its 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 CareQuest IP and MATTER will not misappropriate or infringe any intellectual property rights of others.

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

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

Participant acknowledges that CareQuest IP and MATTER may presently, during SMILE , 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 CareQuest IP or MATTER 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 SMILE . Participant will not use any device, software or routine to interfere with the proper working of SMILE 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 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 its entry without disclosing any confidential information, CareQuest IP and MATTER will, if considered necessary, enter into a confidentiality agreement with Participant.

Each party (CareQuest IP, MATTER, Participant) owns and retains all right, title and interest, of its Intellectual Property prior to SMILE .

CareQuest IP shall be sole owner of material developed during SMILE related development, marketing messaging, trainings, and webinars.

Solutions generated by a Participant as a result of SMILE , material and/or physical, shall be the property of the developing Participant.

## 7. MISCELLANEOUS

**TRAVEL EXPENSES.** Subject to CareQuest IP's and MATTER 's prior written approval, MATTER 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 Finalist, participate in the Demo Day (if held in person)
- b. if selected as a Finalist and during SMILE, when Participant's physical presence at MATTER or another location is required.

**NO OFFER OR PAYMENT FOR PRODUCTS OR SERVICES.** Any amount paid or reimbursed by MATTER hereunder, or Participant's participation in SMILE , 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 MATTER.

**COMPLIANCE WITH REQUIREMENTS.** Determination of compliance with entry, technical, and other requirements and these Terms will be in the sole discretion of CareQuest IP and MATTER. CareQuest IP and MATTER reserve the right to disqualify any Participant whose participation may, or Entry that may, cause controversy or negative publicity for SMILE , CareQuest IP, MATTER or any third parties.

**NO LIABILITY.** CareQuest IP 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 SMILE Health; or any errors in these Terms or in any advertisements or correspondence in connection with SMILE.

## 8. PUBLICITY AND MARKETING

Participant consents, authorizes and grants to CareQuest IP and MATTER the irrevocable and unrestricted right and permission to take, copyright, use and publish printed, video, audio, or photographic images, likeness, name, entrepreneurial story, appearance of Participant and use of Participant's statements, in whole or in part, in conjunction with or without Participant's name, use and reference of Participant's solution (in such form or details as CareQuest IP may determine in its sole discretion) or any reproductions thereof related to SMILE for CareQuest IP and MATTER's use with internal and external audiences, in any form whether print or digital, including the right to edit these materials to ensure compliance with applicable rules and regulations. Participant shall cooperate with CareQuest IP and Matter to create any and all appropriate public or promotional announcements, press releases relating to use of Participant's name and logo in marketing materials for SMILE including on its website as well as on its social media channels (Facebook, Twitter, YouTube, Instagram, etc.). Participant agrees any promotion or other communications or publicity by Participant concerning the SMILE Health program shall be done in accordance with and using SMILE pre-approved materials and with CareQuest IP and Matter's prior consent. Participant will not use the CareQuest IP or MATTER name, logo, corporate identity or images without CareQuest IP's or MATTER 's prior written consent.

## 9. 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 and/or consent from all members of Participant Team have been obtained.

CareQuest IP and MATTER collect, process, and/or use Personal Data submitted for the purposes of the SMILE Health in accordance with these Terms, in particular for verifying the identity of Participants, for administering SMILE, and to contact Participants for the organization and execution of SMILE .

CareQuest IP and MATTER may de-identify and aggregate data collected through the SMILE Website for statistical purposes to help improve their products and services.

Participant expressly consents to: (i) the collection, use and retention by CareQuest IP and MATTER of Participant's personal and business information contained in the Entry for all purposes (including promotion and publicity) related to the SMILE Health and for the purposes set forth more fully on CareQuest IP's and MATTER's website, as well as for use in a publicly available Finalists list.

## 10. RELEASES

To the maximum extent permitted by law, Participant irrevocably and unconditionally releases CareQuest IP and Matter from any and all liability arising out of Participant's participation in or in connection with SMILE , including, without limitation, the recording and use of my image and likeness, and participation in the participant selection process of SMILE on any legal theory whatsoever (including, without limitation, personal injury, rights of privacy and publicity, false light and defamation) (the "Released Claims"). Further, to the maximum extent permitted by law, agree not to sue CareQuest IP or MATTER for any reason based on any of the Released Claims hereunder. The parties agree to use their best efforts to resolve any disputes directly with each other first before pursuing any formal legal proceedings. Participant agrees that any and all disputes, claims and causes of action out of or connected with SMILE shall be resolved individually, without resort to any form of class action.

All issues and questions with regard to the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of Participant, CareQuest IP and/or MATTER shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, 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 Commonwealth of Massachusetts or the United States District Court; and the 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 SMILE, 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.

## 11. OTHER TERMS

**TIMEKEEPING.** During SMILE, MATTER's administrator's server/computer is the official timekeeping device.

**CAREQUEST'S DECISIONS.** CareQuest IP 's decisions are final and binding in all other matters relating to SMILE and shall not be subject to appeal or challenge.

**PRECEDENCE.** In the event of any inconsistency between these Terms and any other provisions published or otherwise communicated in relation to SMILE, these Terms shall prevail.

**ASSIGNMENT.** Participant may not assign its rights or obligations under these Terms without prior written consent from CareQuest IP.

**TERMINATION CANCELATION OR SUSPENSION.** CareQuest IP reserves the right to terminate Participant's Entry if Participant violates the Terms and/or for any such acts considered by CareQuest IP to be a breach of these Terms. Carequest IP further may cancel or suspend SMILE at any time at its sole discretion. CareQuest IP shall provide Participant with written notice of any termination or cancellation.

**CareQuest IP, in its sole discretion, reserves the right to amend these Terms at any time without prior notice to Participant, unless required by applicable law. All changes are effective on the date provided in the notice if required by applicable law, otherwise all changes are effective immediately.**

I, the Participant, by accepting acknowledge, I have read, understand, and agree with these Terms, as of the Effective Date.