



## **WSV Application**

*CCA/WSV Confidential and Proprietary*

All applications will be reviewed by Commonwealth Care Alliance, Inc. ("CCA") and Winter Street Ventures, LLC ("WSV") to determine the scope and level of engagement necessary to conduct specific, clinical evaluations for innovative healthcare products and solutions. The following sections are intended to inform the review team, comprised of legal advisors, clinical evaluators, and financial strategists, on whether your product or solution is a fit for CCA's patients and WSV, and the best path forward for your product or solution. The review team meets quarterly to review its current projects and future opportunities. We look forward to evaluating your proposal.

### **Phase 1: Introductory Proposal**

*Please provide the following information:*

1. Name and contact information for the company and key applicant.
2. Proposal title: A short, descriptive title.
3. Product summary/Abstract: Briefly describe the intended outcomes or goals of your product.
4. Long-term vision statement: A bold statement of how your product or solution may one day impact society.
5. Biographical summary: Tell us why you/your team are experienced and well positioned to tackle this venture.
6. Timeline and Milestones. List the key deliverables you would like to see through our potential partnership, and projected time to completion. Include total amount requested and project duration in months.
7. Commercialization/Intellectual Property: Summarize your efforts to define and validate the market for your project and indicate how you might commercialize your product/intellectual property.
8. Other Sources of Support: Please list all other sources of financial support including source (i.e. friends and family, outside investors and grants), total amounts and funding dates. We typically do not fund companies that have raised over 1 million dollars from outside investors.



## Submission Agreement

I am submitting to Commonwealth Care Alliance, Inc. and Winter Street Ventures, LLC herewith my Application to the Clinical Pilot Program, including the material concurrently submitted. For the purposes of this agreement, the Application and such material, along with materials subsequently submitted in support of my Application shall be defined as the "Material." By clicking "AGREE" and submitting the Material, and in consideration of the review of the Material by Commonwealth Care Alliance, Inc. and Winter Street Ventures, LLC for consideration for acceptance into the Clinical Pilot Program, and intending to be legally bound, I and each participant identified in the Application hereby agree(s) to the following terms of this Submission Agreement (this "Agreement"):

1. If more than one participant has rights to the Materials, each participant must be identified in the Application and must also agree to the terms of this Agreement. As used in this Agreement, "I," "me," or "my" refers to and shall apply to each participant jointly and severally. The term "Company" refers to the Commonwealth Care Alliance, Inc. and Winter Street Ventures, LLC, its subsidiaries, officers, directors, agents, advisors, reviewers, and employees.
2. I hereby acknowledge and agree that the Company will not accept any Material unless the person submitting such material, and all other authors or creators of such Material, if any, accept the terms and conditions hereof in connection with the submission of the Material. I enter into this Agreement with the express understanding that the Company agrees to evaluate the Material in express reliance upon this Agreement and my covenants, representations and warranties contained herein.
3. My submission of the Material to the Company is voluntary and I acknowledge and agree that no fiduciary relationship between the Company and me exists or is being created by this Agreement or my submission of the Material. I expect and will receive no compensation from the Company for the submission of my application or the Material.
4. I represent and warrant that: (a) I am at least 18 years of age and am the sole owner and author of the Material, (b) that the Material, other than third-party materials that I have the right to include (under license or otherwise), is completely original with me and, where applicable, the other participants identified in the Application, (c) that the Material does not infringe any rights of any third parties and will not constitute a libel or defamation of any third party, (d) that I have the exclusive right and authority to submit the same to the Foundation upon the terms and conditions stated herein, and (e) that all of the important features of the project idea are summarized in the Material.
5. I understand that the Company will keep the Material confidential other than in connection with distribution for evaluation, and will not otherwise disclose the Material to any other third parties without my permission. Notwithstanding the foregoing, the Foundation shall not be required to maintain in confidence any of the following information: (a) information that, at the time of disclosure to the Foundation, is in the public domain; (b) information that, after disclosure, becomes part of the public domain, except by breach of this Agreement; (c) information that was in Foundation's possession at the time of disclosure, and which was not acquired, directly or indirectly, from me; (d) information that resulted from the Company's own



research and development, independent of disclosure from me; (e) information that the Foundation received from third parties, provided such information was not obtained by such third parties from me on a confidential basis; or (f) information that is disclosed in compliance with applicable law or a court order.

6. I understand and agree that the Company will not take any steps to register or otherwise protect any of my intellectual property at this time and that it is therefore my sole responsibility to protect my rights in the Material through copyright registration, patent applications, or otherwise as applicable.

7. Except as otherwise provided for in this Agreement, I hereby release the Company from (a) any and all claims, demands, costs and liabilities that may arise in connection with or related to the Material and (b) any claim now or hereafter made by me that the Company has misused or misappropriated the material or any portion thereof. I further agree to defend, indemnify, and hold the Company harmless from and against any and all claims, loss, liability (including attorneys' fees and court costs) that may be asserted against the Company or incurred by the Company, at any time, in connection with the Material or in connection with any breach or alleged breach by me of the representations, warranties and agreements contained herein.

8. If any provisions or parts of this Agreement are deemed invalid, void, or unenforceable, they should be considered deleted and shall not invalidate the remaining provisions. This Agreement shall be construed so as to carry out its purposes. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by email to the address provided by such party. This Agreement shall be governed by the laws of the State of Massachusetts without regard to its choice of law provisions, and any action hereunder shall be brought in such state and I hereby submit to the personal jurisdiction of the courts thereof. In any action to enforce, arising under, and relating to this Agreement, the prevailing party as determined by the court or other body with jurisdiction by agreement of the parties shall be entitled to recover, in addition to any other remedies and amounts to which it is entitled, its attorneys' fees and costs reasonably incurred in connection with such action.

9. I hereby state that (a) I have read and I understand this Agreement (b) I have not relied upon any oral representations of any kind; (c) there are no written representations or agreements of any kind except as expressly set forth herein; and (d) this Agreement states the entire understanding between the Company and me. Any modification or waiver of any of the provisions of this Agreement must be in writing and signed by the Company and me. This Agreement shall be executed electronically. I agree to be bound by the terms of this Agreement, and hereby execute this Agreement by clicking the "Agree" button located below. I understand that the Company automatically accepts and agrees to be bound by the terms of this Agreement at the time I accept this Agreement. Once this Agreement is completed and accepted, I will print a complete copy for my records.

### **Final Submission Approval**

Representations and Warranties: Submitter hereby represents and warrants that neither the submitter, the corporate legal entity (if any) identified herein, and any directors officers, managers, majority shareholders, investors, or other individual with authority



and control of the entity or owner of intellectual property identified herein has never been and is not currently under investigation or involved in any legal proceeding where there has been any claim of fraud in relation to any federal or state healthcare program, nor appears on any Medicare, Medicaid or Office of Inspector General opt-out, sanction or exclusion list.

I agree to abovementioned statement "*Representations and Warranties*"

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*Name*

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*Signature*

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*Date of Submission*