INCUBATION, NETWORKING AND MARKET INTEGRATION AGREEMENT FOR STARTUPS

Executed on [date] at [place]

BETWEEN

Gate Real Estate Innovation S.R.L. Società Benefit, with registered office at Viale Regina Margherita 33, Cagliari, 09124, enrolled with the Cagliari Companies Register under no. 04005360922, Tax Code and VAT No. 04005360922, certified email address (PEC) gate.rei@pec.it, represented by Fabio Sgaragli, in the capacity of legal representative (hereinafter, "Gate Rei");

AND

[Company name], with registered office at [full address], enrolled with the Companies Register of [city] under no. [number], Tax Code and VAT No. [number], certified email address (PEC) [PEC address], represented by [full name], in the capacity of Legal Representative (hereinafter, the "Startup");

RECITALS

- WHEREAS Gate Rei is a company that provides services supporting the growth and development of innovative startups;
- WHEREAS the Startup is a company that intends to use the incubation services offered by Gate Rei.

WHEREAS Gate Rei operates a two-tier incubation model comprising:

- a basic support and networking component;
- an advanced market integration and business development component.

WHEREAS the Startup shall initially have access to the Basic Services and may, if selected and on a voluntary basis, participate in advanced-level market integration initiatives and programmes governed by this Agreement and by subsequent supplemental agreements.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS

Article 1 - Purpose of the Agreement

1.1 The purpose of this Agreement is to establish a support relationship between Gate Rei and the Startup. The support, market integration and networking services are promoted by Gate Rei, as further specified in Article 2 below.

1.2 The incubation relationship comprises:

- Basic Services for premises available within the Gate Rei HUB network and networking

- Advanced market integration and business development services for lead generation in connection with Gate Rei's programmes, activated on a selective basis by Gate Rei and on a voluntary basis by the startups.

1.3 Nature of the relationship:

This Agreement governs a relationship concerning access to incubation and networking services. The Advanced Services, where activated, constitute separate and independent relationships governed by specific agreements between the Parties.

Article 2 - Basic and Advanced Services

2.1 BASIC SERVICES

Gate Rei undertakes to provide the Startup with the following services in support of its growth:

Use of premises: Gate Rei offers the Startup, free of charge and subject to prior booking and to the limits, procedures and rules applicable to each HUB, the use of workspaces at the following locations for client meetings or work activities:

- Laboratorio Aperto di Forlì, Via Caterina Sforza 45, 47121 Forlì (FC)
- Laboratorio Aperto di Modena, Via Buon Pastore 43, 41121 Modena (MO)
- Laboratorio Aperto di Ferrara, Via Castelnuovo 10, 44121 Ferrara (FE)
- Laboratorio Aperto di Piacenza, Piazza Alessandro Casali 10, 29121 Piacenza (PC)
- Castelnuovo Placemaking Hub, Piazza Brodolini 12, 41051 Castelnuovo Rangone (MO)
- Coworking Montecreto (former bank premises), Via Castello 70, 41025 Montecreto (MO)
- GATE Center Pisa, Largo Padre Renzo Spadoni snc, 56126 Pisa (PI)
- INNSULA - Western Sicily Innovation Hub, Via Garibaldi 63, 91028 Partanna (TP)
- Opificio INNOVA, Manifattura Tabacchi (1st floor), Viale Regina Margherita 33, 09125 Cagliari (CA)

Access to a network of young talent under 30: Gate Rei offers the Startup the opportunity to circulate job vacancies within the network of more than 400 university students participating in the annual entrepreneurial up-skilling programme known as "Startup Creation Lab". In this context, the Startup may benefit from access to a dynamic talent network, thereby facilitating the recruitment of qualified personnel.

Participation in networking and training events: Gate Rei undertakes to facilitate the Startup's participation in networking and training events organised nationwide. Participation in such events shall be free of charge, subject to capacity and available places, and based

on a calendar that Gate Rei shall provide to the Startup in a timely manner, in order to ensure ongoing alignment with available opportunities.

The terms of use of the premises, activation times and access conditions shall be agreed from time to time between the Parties.

2.2 ADVANCED SERVICES

Gate Rei may offer the Startup, subject to selection in response to its invitations to participate in Gate Rei's incubation and acceleration programmes, access to advanced market integration services for lead generation, including:

- thematic programmes, calls and local open innovation challenges with clearly identified market needs (public and private);
- matching activities with businesses, public authorities and industrial partners;
- facilitation of business development opportunities through qualified lead generation;
- access to international initiatives and programmes, including soft-landing programmes.

Gate Rei charges a success fee of between 5% and 10% of the revenue generated over the following four (4) years from the leads generated, depending on the type of demand on the prospective customer's side and on the programme. The fee shall be payable in cash within thirty (30) days of execution of the contracts entered into with the leads generated through Gate Rei's services, or may be settled in equity subject to an agreement shared and agreed between the Parties.

The services and the success fee shall be governed by specific agreements between the Parties, consistently with the provisions of this Agreement.

Article 3 - Fees

3.1 BASIC SERVICES

This relationship shall be free of charge.

The Basic Services shall be free of charge and made available subject to the actual availability of the premises and of the event schedule. Gate Rei offers the Startup, free of charge and subject to prior booking and to the limits, procedures and rules applicable to each HUB, the use of its premises.

Continuous, exclusive or pre-arranged use of the premises may be agreed at a 20% discount on list prices.

3.2 ADVANCED SERVICES

For the Advanced Services, Gate Rei charges a success fee of between 5% and 10% of the revenue generated on any basis whatsoever over the following four (4) years from the leads generated. The fee shall be payable in cash within thirty (30) days of execution of the contracts, or may be settled in equity subject to an agreement shared and agreed between the Parties.

Startups accessing the market integration programmes may at any time identify leads already in their portfolio, which shall therefore be excluded from Gate Rei's remuneration.

Access to the Advanced Services shall be:

- selective, within the framework of programmes promoted by Gate Rei;
- voluntary, at the Startup's request.

The terms applicable to the Advanced Services shall be further governed by separate agreements relating to the specific initiative or programme, which shall specify their scope, duration and financial terms.

Article 4 - Term

4.1 This Agreement shall have a term of 18 months commencing on the date of execution.

4.2 This Agreement shall be tacitly renewed for a further 18 months, unless notice of termination is given by certified email (PEC) with 30 days' prior notice.

Article 5 - Termination

5.1 Either Party may terminate this Agreement at any time upon 90 days' prior written notice.

5.2 This Agreement shall be deemed terminated by operation of law, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, in the event of a material breach by either Party of its obligations under this Agreement.

5.3 Termination of this Agreement shall automatically result in the cessation of the Basic Services.

5.4 Any Advanced Services then in progress shall continue to be governed by the relevant specific agreements.

Article 6 - Governing Law and Jurisdiction

6.1 This Agreement shall be governed by Italian law.

6.2 Any dispute arising out of the interpretation or performance of this Agreement shall be subject to the exclusive jurisdiction of the courts of Cagliari.

Article 7 - Notices

All notices between the Parties relating to this Agreement shall be made in writing and sent to the certified email (PEC) addresses of the respective Parties.

Read, confirmed and executed