

## **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, 09124 Cagliari, enrolled with the Cagliari Companies Register under no. 04005360922, Tax Code and VAT No. 04005360922, represented by Fabio Sgaragli in his capacity as 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], represented by [full name] in his/her capacity as 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 consisting of access to premises available within the GATE REI HUB network and networking;

- Advanced Services comprising market integration and business development for lead generation in connection with GATE REI programmes, offered on a selective basis by GATE REI and taken up voluntarily by the Startup.

### 1.3 Nature of the relationship:

This Agreement governs a relationship concerning access to incubation and networking services. The Advanced Services, where activated, shall constitute separate and independent contractual 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 a network of more than 400 university students participating in the annual entrepreneurial upskilling 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 availability, 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 invitations issued by Gate Rei to participate in GATE REI incubation and acceleration programmes, access to Advanced market integration services for lead generation, including:

- thematic programmes, calls and local open innovation challenges addressing clearly identified public- and private-sector market needs;
- 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 shall charge a success fee equal to between 10% and 20% of the revenue generated from such leads over the following four (4) years, depending on the nature of the prospective customer's requirements and the applicable programme. The fee shall be payable in cash within thirty (30) days of execution of the contracts entered into as a result of leads generated through GATE REI's services, or may be settled in equity subject to a mutual written agreement 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 provided free of charge and without limitation, subject to the actual availability of premises and 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 market rates.

#### **3.2 ADVANCED SERVICES**

For the Advanced Services, GATE REI shall charge a success fee equal to between 10% and 20% of any and all revenue generated from such leads over the following four (4) years. The fee shall be payable in cash within thirty (30) days following execution of the relevant contracts, or may be settled in equity subject to a mutual written agreement between the Parties.

Startups participating in market integration programmes may at any time identify leads already in their portfolio; such leads shall therefore be excluded from the calculation of GATE REI's fee.

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 relevant initiative or programme, which shall specify their scope, duration and financial terms.

#### **Article 4 - Term**

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

4.2 This Agreement shall be automatically renewed for successive terms unless notice of non-renewal is given by certified email (PEC) at least thirty (30) days in advance.

#### **Article 5 - Termination**

5.1 Either Party may terminate this Agreement at any time upon ninety (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 their respective registered offices or to such other address as either Party may notify from time to time.

**Read, confirmed and executed**