

OPEN ACCELERATOR

Call for Applications for the “OPEN ACCELERATOR” Program 2017.

Dedicated to the aspiring entrepreneurs in the life science field who are eager to receive accelerated training and potential seed investment by Zetacube S.r.l. (hereinafter “Z-Cube”), Research Venture of Zambon Group.

Introduction

Z-Cube launches the second edition of the Call for Applications for the “*Open Accelerator*” Program 2017 through the specific Call for ideas, in order to support the creation and development of innovative projects in the life science field within the *OpenZone* in Bresso, by providing accelerated training services through Z-Cube S.r.l., a company of Zambon Group.

The business accelerator Program clustered in the *OpenZone* is a part of the strategic Z-Cube design and is consistent with the activities and actions of the *OpenZone* technology park.

The accelerator serves as an instrument for supporting the creation and development of new companies through:

- a specific training program, focused on the business model design and definition for the selected projects and ideas;
- the sharing of space and resources (common spaces, such as meeting and training rooms are available to all participants);
- the use of specific services, yet to be defined by potential agreements;
- access to the *OpenZone* campus contact network;
- access to spaces available for direct use by the companies, including workstations in the open space, furnished for office use.

Upon the completion of the acceleration Program, the best performing participants have a possibility to obtain the seed investment from Z-Cube.

Article 1 – Participants

The participation in the Call offers a possibility to obtain accelerated training to the individuals who will be selected by a special commission (hereinafter the “Jury Team”) selected by Z-Cube according to the criteria focused on innovation and feasibility of the project. The selected participants, in the event of successful completion of the Program, agree to establish a company (hereinafter the “Startup”) in the form of an innovative startup, in order to receive the Seed Investment as detailed in the Regulation of the Call Section 5, per Italian Law number 221/2012 and the Law Decree 179/2012, known as “Decreto Crescita 2.0”. For avoidance of any doubt, the startup has to be necessarily established according to the Italian Law, having a registered office in Italy and shall be regulated by the Italian Law, as detailed in the Regulation of the Call.

The target audience of this Call includes both already established innovative startups, as well as applicants with entrepreneurial attitude, who are interested in participating individually or as a team and who fall under one of the following categories:

- University students;
- Master degree holders;
- PhD students, researchers, and research fellows;

- Higher education- or university professors.

Notably, the innovative ideas are defined as those that:

- aim at the development of innovative products and/or services in contrary to those products and services already existing on the market, and employ new technologies (product/service innovation);
- involve an improvement, in terms of quality and/or performance, of production processes or introduce new production processes with innovative features improving the existing ones (process innovation).

Article 2 - Acceleration Program

The Program "*Open Accelerator – a project of Z-Cube, Made in OpenZone*" is a 12-phases-path for researchers and scientists striving to become entrepreneurs. The Program aims to select valuable innovative projects that can receive the seed investment up to 100,000 Euros each in the equity of the startup, which will be established for the development and implementation of the project. Additionally, the entrepreneurs will be offered access to services and to spaces available in the *OpenZone*.

The "Teaching" phases consist of workshops on the essential business model elements in the life science field, designed according to the established methodology of the Business Model Canvas (BMC) widely adopted by the National Science Foundation and National Health Institute in the United States. The BMC methodology consists of extensive analysis of the following key elements:

1. Value propositions
2. Customer segments
3. Key Activities
4. Key Resources
5. Key Partners
6. Channels
7. Customer relationships
8. Revenue streams
9. Cost structure

Upon the initiation of the Program, the participants are required to prepare the first draft of their business model, including the aforementioned key elements and using the material that will be provided at the time of selection. Failure to do so will result in the exclusion from the acceleration Program. This draft will be improved (it will continuously undergo content changes) and will mature over the course of the Program, influenced by the real market feedback regarding the assumptions for each BMC element.

The final phase is the **Investors' Day**, during which the participants will present the entire development of their project and will report self-assessed "level of investibility" (based on a model that measures project's ability to evaluate all the development path regarding technology, finance and sales). The team of teachers and mentors will subsequently provide feedback to the participants regarding the performance. Z-Cube has the right to then choose the participants who will receive the seed investment to continue the next steps.

Article 3 - Target Areas

We look for entrepreneurial projects that focus on:

- optimized drug delivery and release systems through the use of advanced technologies;
- converging technologies that enable prevention and better treatment of patients who are increasingly informed and aware.

The four main target areas are:

- *Innovative drug delivery systems*
 - Systems that allow better drug delivery either through particles or through devices
- *Open Source Prototyping: Medical Devices, Biomarkers, Diagnostics*
 - Instruments and devices that allow safe and effective treatment, rehabilitation, prevention and diagnosis of diseases
- *Wearables and Digital Health*
 - Technological solutions through wearable devices that improve the cure of diseases
 - Technological platforms (web-platforms) or mobile applications that offer new solutions to improve patient's health
- *Big data*
 - Projects related to the data analysis and solutions to improve medical treatment, to develop personalized medicine, to identify new markers for early diagnosis and to reduce healthcare costs

Article 4 - Phases of the Program and how to participate

The Open Accelerator Program consists of the following phases:

- Opening of the Call: April 5th, 2017
- Closure of the Call: July 16th, 2017
- Announcement of the selected participants: August 13th, 2017

Depending on the number of applicants, the acceleration Program is expected to commence during the month of September 2017. However, Z-Cube reserves the right to postpone the initiation date due to the organizational and logistical reasons.

(i) Application submission

The signed Applications can be submitted directly through the online platform. They must be completed according to the template available on www.openaccelerator.it website and should be sent along with the necessary attachments.

Each participant may submit only one Application, participating either alone or in a team. In the case of team participation, the members of the team must submit a single Application, with references to all team members, together with an indication of the selected contact person for all communications related to the Call and the Program.

Z-Cube reserves the right to modify Application submission methods and timing guaranteeing appropriate notification on the Program's website. Z-Cube is not accountable for the Application submission delays or errors.

(ii) Selection of participants

The Call concludes with the selection of maximum 30 (thirty) projects to be admitted to the acceleration Program. However, Z-Cube reserves the right to decide upon the launch of the acceleration Program in case the number of selected projects will be lower than 6 (six).

The selection of the participants for the admission to the acceleration Program will be carried out in three distinct phases:

- A. Selection of maximum 60 (sixty) ideas from all received Applications.
- B. Discussion and evaluation of the ideas selected in the Phase A, carried out through individual interviews with the candidates in order to select a maximum of 30 (thirty) projects further considered for the inclusion in the acceleration Program.
- C. Final evaluation and ranking in order to identify the projects to be admitted to the Program.

The participants will be required to accept and to sign the detailed Regulation of the Program, outlining the terms and conditions of participation and the mutual commitments of the applicants and Z-Cube, related to their performance and the potential seed investment.

Article 5 – Seed Investment

Upon completion of the acceleration Program, from the max 30 participating projects, the best ones (up to a maximum of 20) will be selected by the Jury Team. They may receive, at sole discretion of Z-Cube:

- Support services, workspace and expert advice quantified up to a maximum of 12,500 Euros to be used for the 6 months from the creation of the startup
- Seed Investment of 25,000 Euros
- Seed Investment of 50,000 Euros
- Seed Investment of 75,000 Euros
- Seed Investment of 100,000 Euros

The awarded participants, determined as the "winners" of the Seed Investment will proceed to establish the NewCo as per previous Article 1.

Article 6 – Withdrawal

If after the Application submission the applicant (or applicants, in case of a team) does not want- or cannot take part in the acceleration Program for any reason, he/she must promptly inform the organizers, in the manner indicated on the www.openaccelerator.it website.

Article 7 - Exclusion from the Program

The applicants who do not maintain required commitments may be excluded from the Program at any time, at the discretion of Z-Cube. No related claim can be raised by the applicants against Z-Cube, its employees or consultants.

Article 8 - Privacy policy

Pursuant Article 13 of Legislative Decree number 196 of 30 June 2003 (Italian Code concerning the protection of personal data), the data provided by the applicants will be processed in accordance with the provisions of said Code regarding the protection of personal data, and the Privacy Policy that the Applicant accepts by submitting.

With the submission of the Application for participation in the Call, the participants provide the consent to the publication, in whole or in part, of materials and projects supplied.

Regulation of the Call for Applications for the Open Accelerator Program 2017

“Open Accelerator - Project by Z-Cube, Made in the OpenZone”

2nd edition

2017

Art. 1 – Announcement

Zetacube S.r.l. company with registered office in Via Lillo del Duca 10, Bresso (MI), registered in the Business Register of Milan with the number 03018160246 (“**Z-Cube**”) announces the second edition of the Program “*Open Accelerator – Project by Z-Cube, Made in the OpenZone*” (the “**Program**”), aimed at the creation and the development of innovative business initiatives in the life science industry.

Art. 2 – Applicants

With the signing of this Regulation of the Call (the “**Regulation**”), the undersigned declares, under his/her responsibility, to be representing one of the following categories (select the applicable category):

A. Physical persons:

- University students;
- Master degree holders;
- PhD students, researchers, and research fellows;
- Higher education or University Professors;

B. Legal entities:

- Limited companies established in accordance with the provisions of Title V of the Italian Civil Code and in the form of *Innovative Startups* (as required by the Decree number 221/2012 converting Law Decree 179/2012, known as “Decreto Crescita 2.0”), with a registered office in Italy and governed by Italian Law. At the time of signing this Regulation the Startups must not be involved in liquidation or in dissolution process and they must not be subject to bankruptcy proceedings, if applicable. If the Startup falls into this category, the applicant is required to attach to this Regulation the updated certificate of incorporation obtained from the Business Register in which the company is registered.

The applicants referring to the “physical persons” category may submit their application individually or in organized project teams (the “physical persons” applicants, whether they apply individually or as organized teams hereinafter, as well as the Legal entities are named as the “**Applicant(s)**”).

The submissions of the Applicants enrolled in PhD courses, research fellows’ programs or in any affiliation with universities or research institutions, public or private, must submit the complete list of the affiliated universities or research organizations, public or private, together with a description of the nature of the relationship with these institutions. Failure to do so may result in the rejection of the application.

Art. 3 - Acceptance of the Regulation

With the signing of this Regulation, the Applicant accepts the full content of the Regulation and agrees to fulfil in best effort what is expected to be borne by the Applicant of this Regulation in order to participate to the Program and to receive the benefits provided by Z-Cube.

The Applicant expressly accepts that Z-Cube, in its sole discretion, may request a compensation equal to € 5,000 (five thousand Euros) applicable to those Applicant who/which (i) have participated in the Program and (ii) have established a new company (not necessarily an innovative Startup or a Startup which receive the Seed Investment as per following Section 5) which receive an investment and/or contribution and/or finalize an exit for an amount equal to (or higher than) € 200,000 (two hundred thousand Euros) within 24 months by the end of the Program.

Art. 4 - Project

At the end of the Program, the Applicant commits to deliver to an *ad hoc* committee (the "Jury Team") appointed by Z-Cube a project within the life science field that (i) aims at the development of innovative products and/or services in contrary to those products and services already existing on the market, and employs new technologies (product/service innovation); (ii) involves an improvement, in terms of quality and/or performance, of production processes or introduces new production processes with innovative features improving the existing ones (process innovation) (the "**Project**"). Z-Cube reserves the right (but not the obligation), to be exercised in its sole and absolute discretion, to select a number of projects, as determined by Z-Cube later in the Program (the "**Selected Projects**"), which will become candidates for the Seed Investment (as defined below).

The Applicant explicitly recognizes and acknowledges that Z-Cube at its sole discretion may select the eligible Projects that will benefit from the acceleration Program, and the Selected Projects even if the application of subjective criteria may not necessarily be comparable across Applicants, and considering other factors not related to the quality and feasibility of each project. The Applicant declares to completely accept the results of the selection of the eligible Projects and of the Selected Projects by Z-Cube.

Art. 5 – Establishment of the Startup

Each Applicant, if selected for the Seed Investment, agrees to register the company in the form of an Italian limited liability company (the "**Startup**") with a notary designated by Z-Cube within a period of 30 (thirty) days from the completion of the Program, whose initial statute will correspond to the model that Z-Cube will propose to each selected Applicant.

Within thirty (30) days from the establishment of the Startup, the Applicant agrees to apply for the admission of the Startup in the Register of *Innovative Startups*, pursuant to- and for the effects of the Law Decree dated 18 October 2012, n. 179, known as "Decreto Crescita 2.0", and per the Italian Law 17th of December 2012, n. 221, in order to receive the Seed Investment as per following Section 6. For avoidance of any doubt, the Startup has to be necessarily established according to the Italian Law, having a registered office in Italy and shall be regulated by the Italian Law.

Whereas the Applicant selected for the Seed Investment is a legal entity previously incorporated as *Innovative Startup*, the investment will be subordinated to a successful due diligence and any other verifications that will be necessary and/or appropriate at the discretion of Z-Cube. The Startup is obliged to adopt the statute (after the capital increase) prepared by Z-Cube.

Art. 6 - Seed Investment

The startups of the Applicants that, upon completion of the Program, submit the Selected Projects, can receive an initial investment by Z-Cube which will confer to Z-Cube the ownership of certain rights to convert such investment in its own share in the capital of the Startup, according to the terms and conditions outlined in the Regulation of the participatory financial instrument that will be signed through a separate agreement between the Parties for the amount required to start the Selected Project, up to a maximum of € 100,000 (one hundred thousand Euros) for each Selected Project (the "**Seed Investment**"). The Seed Investment will be paid within sixty (60) days from the admission of the Startup to the Register of *Innovative Startup* or from the formal Z-Cube communication with the positive outcome of the due diligence, in the form and method that will be notified by Z-Cube.

Art. 7 - Non-compete obligations

Pursuant article 2596 of the Italian Civil Code, the Applicant agrees to accept non-compete obligations, for the entire duration of the implementation process of the Project, with the terms and conditions that will be communicated in time by Z-Cube to the Applicant.

Art. 8 - Intellectual Property Rights

Notwithstanding the provisions in the final paragraph of Article 2 above, the Applicant, for the participation in the Program, is required to submit the list of all trademarks, copyrights, patents and, more generally, of any Intellectual or Industrial Property Rights recognized as such under the Industrial Property Code, registered or not (including, without any limitation, rights subject to an application for registration and/or confidential or secret information) and any license, agreement or act in any way attributive or dispositive of rights of use, sharing or exploitation, with particular but not exclusive reference to the Project (the "**Intellectual Property**") and/or relative restrictions to the transfer of such Intellectual Property in the case of selection for the Seed Investment. Failure to do so may result in rejection of the application. The Applicant, in particular, declares that on today's date (check all applicable boxes):

- owns the relevant Intellectual Property Rights for the purpose of participation in the Program, that are listed in a specific document presented to Z-Cube (the "**Current IP Rights**"); in relation to the Current IP Rights, the applicant declares to be the sole owner of these rights, and confirms that no third party has rights of any kind relating to the development or exploitation - in any form - of the Current IP Rights;
- has no binding agreements (written or oral) or in any other binding commitments regarding, the Current or any other IP Rights and other Intellectual Property Rights that may arise through the participation in the Program (the "**Potential IP Rights**"), nor he/she has been previously committed to the development or the research for the creation of the Potential IP Rights;
- is bound to research and / or has in place an agreement related to the exploitation rights of the intellectual property (hereinafter the "License Agreement") with universities, research institutions and / or any other third party, public or private (please indicate which one). A copy of the License Agreement is provided with this application.

In all cases above, with the signing of this Regulation, the Applicant declares and agrees that all the Intellectual Property Rights that may be created or originated by the Applicant during the Program will be entitled to the Applicant, and with the signing of this Regulation the Applicant agrees to transfer the entitlement to the Startup in case of its establishment within the conditions stated in the License Agreement, if applicable.

The Applicant acknowledges that any educational material provided by ZCube to applicants as part of the Program (including paper and materials) is exclusive ownership of Z-Cube and that Z-Cube will own the exclusive ownership rights related to those materials.

In any case, with the signing of the Regulation, the Applicants agree to indemnify Z-Cube from any fees, costs, damages, liabilities and claims of any nature imposed by third parties or otherwise directly or indirectly from the use of such materials for the purposes set out in this Regulation.

Art. 9 - Non-performance of the Applicant - Exclusion from the Program

The Applicant who fails to fulfil the obligations of this Regulation and/or does not maintain the commitment and participation required can be excluded from the Program at any time.

The Applicant fully accepts and incontestably recognizes the exclusion from the Program, without any claim in respect of Z-Cube, its employees, partners or consultants.

Art.10 - Privacy policy

Under Article 13 of Legislative Decree number 196 of 30 June 2003 (Italian Code concerning the protection of personal data), the data provided by the Applicant will be processed in accordance with the provisions of the Code regarding the protection of personal data, and the content in the Privacy Policy that the Applicant accepts when submitting.

Dr. Giovanni Rizzo holds responsibility for the personal data (“Titolare del Trattamento”).

Art. 11 - Communication

All communications referred to this Regulation shall be written and signed by the parties involved in this communication and will be considered regularly carried out if delivered by hand, sent by registered letter with acknowledgment of receipt or by courier, or by certified mail to the following addresses:

- **to Z-Cube:**

Zetacube S.r.l.
Via Lillo del Duca 10
Bresso (MI)
PEC: z-cube.gov-tax@cert.zambongroup.com
C.a.: Doctor Giovanni Rizzo

- **to the Applicant**, at the address references listed in the application form for participation in the Program,

or, in both cases, at the different address that will be eventually communicated by Z-Cube and/or by the Applicant in written form; understanding that the Parties indicate the aforementioned addresses or different addresses that can be communicated in the future for all purposes related to this Regulation.

Art. 12 – Confidentiality

For the entire duration of the Call, and thereafter (if not otherwise agreed by the Parties), Applicant and Z-Cube agrees not to directly or indirectly use or disclose to any third party - without prior written permission of the other Party - the information, data and documents disclosed with reference to the participation to the Call, or connected to the Call (“Confidential Information”).

Z-Cube and Applicant acknowledge that the Confidential Information is the exclusive property of disclosing party (Applicant or Z-Cube) and that Z-Cube or Applicant shall not acquire any rights in and to the Confidential Information of the other Party.

Art. 13 - Governing Law and Jurisdiction

This Regulation is governed, construed and interpreted by the Italian Law in every matter.

Any controversy deriving from the validity, interpretation, execution and termination of this Regulation shall be resolved at the Court of Milan as the exclusive place of jurisdiction.

Read, accepted and signed in _____, date _____.

Signature

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, you specifically accept the following articles: 4 (*Project*); 7 (*Non-compete obligations*); 8 (*Intellectual Property Rights*), 9 (*Non-performance of the Applicant - Exclusion from the Program*); 12 (*Governing Law and Jurisdiction*).

_____, date _____.

Signature

Note: When an application is submitted from a team, all participants must sign the acceptance of this Regulation.