RULES FOR ACCESS TO THE ACCELERATOR/INCUBATOR

The purpose of these rules is to define the procedure for selecting and conducting, in the available spaces and according to the criteria indicated below, new business ideas and new businesses that intend upon settling in the facilities of the Parco Tecnico Scientifico Life Sciences Pavia. From here on, the businesses that are to be hosted will be referred to as "user businesses".

PURPOSE OF THE ACCELERATOR/INCUBATOR

The business incubator has the purpose of favouring the business development process, supplying support to businesses and promoting the renewal of the local business fabric by creating and incubating innovative businesses.
The selected business initiatives will be given organisational and/or structural support starting from the conception of the idea.

1. TYPES OF BUSINESS

Innovative businesses that create real and economic applications for knowledge and technology, also developed in a research situation, to benefit the market and the value chains active in the territory.

During the selection, priority is given to projects concerning:
- biotechnologies, biomedical sector, pharmaceuticals and projects concerning health issues
- information and communication technology (ICT), energy, the environment and related services;
- outsourcing industrial research activities and transferring technology from universities and from businesses;
- consulting and planning services offered on research themes that apply to the territory's interests;
- tourism, design and social activities (for the incubation spaces)

2. ADMISSIBLE SUBJECTS

Admitted businesses will deal mainly with activities linked with research and development.
1) Innovative businesses that are already active and realise the importance of incubation services for their development, mainly in the research and development sector.
2) Hi-tech business plans and/or business plans based on highly specialised knowledge, promoted by:
   a) University students and/or recent graduates;
   b) Teacher and non-teacher personnel from Universities and other research centres (such as academic spin-off promoters);
   c) Young company technicians and/or people with experience (for example company spin-off promoters);
   d) Employed and unemployed people without age limits.
Admitted business plans must be turned into businesses within 3 months of notification of the positive outcome of the selection process and admission to the incubator.

3. ADMISSION TO THE ACCELERATOR/INCUBATOR

Tender notices will be issued for access to the incubator. Each company that intends to access the incubator's services must send its application, written up on the form supplied with the tender notice.

The applications (Admission Application Form) must be accompanied by the presentation of a proposed business plan. The business plan is an essential element in assessing the application and, therefore, must be written up in a clear and complete manner following the indications contained in the layout (Business Plan Layout).

The following documents must be attached with the applications:

- Curriculum/a Vitae of the applicants
- Deed of incorporation and articles of association (if the company has already been formed);
- Business Plan (reference layout)
- If it is already a working company - and if available - the latest approved profit and loss statement;
- Certificate of enrolment in the Business Register

The applications, together with the required documents, must be addressed to info@poloteepv.it.

The applications will be subjected to the indisputable and definitive judgement of the committee designated by the "Life Science and Tech technical scientific park" Aster project, possibly with the support of external experts.

Every year, depending on the available spaces, various assessment sessions may be held, in which applications received by the expiry date are examined. The Assessment Committee selects the best business ideas, on the basis of merit criteria in relation to:

- Innovation and originality of the initiative
- Economic-financial feasibility
- Chances of success in relation to the market and the competition
- Coherence of the project with the sectors indicated as high-priority
- Synergy between the incubated businesses and the incubator's sectors of interest
- The ability to generate even induced employment and development.

The examination is carried out on the basis of the supplied documents, even as a result of any requests to integrate the submitted documents.

4. DURATION OF THE INCUBATION

The incubation period is three years.
At the request of the user business, and compatibly with the availability of spaces and the incubator's development dynamics, the assessment committee may agree, at their indisputable discretion, to the possibility of annually extending the businesses stay at the incubator.

5. OPENING HOURS OF THE OFFICE FACILITIES

Access to the Incubator's office spaces, including those assigned to the user business, will be regulated according to the procedures and timetables established by PTS Pavia a r.l. The user businesses will be given prior notification of any variations and closing times.

6. ACCESS TO THE FACILITIES BY EXTERNAL PERSONNEL

External personnel:
- Is allowed access only during the opening hours of the secretary's office.
- Is not allowed to use the apparatus and common spaces, unless otherwise authorised by PTS Pavia.

7. SUPPLIED SPACES AND FURNITURE

The services are divided into two categories: the basic services, depending on or linked with the fruition of the exclusive and common spaces, and those supplied at the request of the incubated business.

Basic solution: includes all the services offered to the incubated business for which the costs are completely covered by the fee they pay.

Full solution: this includes those services that the incubator supplies to the incubated businesses, at their request and at their expense, either directly or through agreements with external providers. The updated list of benefit services offered and the external providers included in the agreement will be published on the PTS Pavia website (www.pootechpav.it).

A. Basic services included in the fee

a) Assignment of a furnished workspace (desk, chair and cabinets) inside the incubator and equipped with the following systems and connections:
   I. Hot/cold water plumbing system;
   II. Electric lighting and power system;
   III. Hot air heating system and heater with heat meters;
   IV. Internet connection;
   V. Waste and industrial water system;
   VI. Fire detection system;
   VII. Anti-intrusion system;
   VIII. Connection to the telephone network;

b) Use of common areas;
c) Use of photocopy machine and fax server (in the Park secretary's opening hours)
d) Mail distribution service for all inbound mail except for insured mail, registered mail, and packages which must be collected directly by the authorised user business;
e) Unguarded outdoor parking spaces;

f) Non-exclusive availability of common areas;

g) Cleaning service in the common areas;

h) Night time surveillance of the outer perimeter;

i) Access to internet (GARR or broadband connection);

j) Ordinary and extraordinary maintenance on systems belonging to the standard equipment of the spaces for exclusive use;

k) Insertion, on the PTS Pavia website, of a page presenting the user business;

l) Internal networking: developing relations and synergy between the incubated businesses through periodical meetings and comparisons between the businesses.

m) External networking: developing relations and synergy between the incubated businesses and subjects outside the Incubator (other businesses, authorities, public and private institutions, universities);

n) Meeting room

o) Conference and training room

p) Use of photocopy machine, fax machine, and colour printer according to a pre-established table of costs.

B. Added value services at the user's request (for example)

a) Supply, in the areas that are part of the common spaces, of specific set-ups for meetings, conferences and training courses;

b) Feasibility analyses for business plans;

c) Support in preparing the business plan;

d) Accompaniment and assistance in developing and strengthening the business initiative;

e) Accounting and paycheck processing services;

f) Financial consultancy;

g) Consultancy for access to ordinary and subsidised local, regional, national and European financing, particularly regarding the creation and development of businesses;

h) Consultancy on access to credit also with the help of category associations;

i) Commercial consultancy also including information on participating in fairs;

Use of the basic services is linked with use of the spaces and, subsequently, includes payment of a single monthly fee calculated as a flat rate, also taking into account the use and availability of equipped spaces. It is understood that consumption in relation to the systems and connections supplied to the user company within the supply of basic services - unless otherwise specified - will be exclusively chargeable to the user company.

The supply of the requested services is made at the company's request and is subject to a specific contract. The service fees are updated periodically and are available to the public from the incubator.

8. PROCEDURES FOR USING THE SPACES AND SERVICES

The user business must use the spaces and services in compliance with current laws, effectively and exclusively to carry out their activities as declared in the application. The user business is responsible for any variations in the activities or company name of the business and must rapidly notify PTS Pavia.
The user business responds entirely for the compliance of their activities, as well as the suitability of the spaces and equipment they are using, in compliance with current general regulations, concerning the specific activities; therefore, the user business exonerates PTS Pavia of any responsibility for the consequences of improper or unlawful use of the spaces and services supplied. In any case, the user business personally and independently responds for all damage to people and/or objects deriving, either directly or indirectly, from the use, exclusive or in common, of the spaces, goods, systems, apparatus and services provided by the Incubator and those belonging to the user business directly, explicitly relieving PTS Pavia of any responsibility. The user business is also responsible for keeping, cleaning and maintaining all the spaces and furniture supplied directly. The user business explicitly relieves PTS Pavia of any responsibility for direct or indirect damage to people and/or objects that may derive from malicious or unintentional acts by their employees or third parties. Furthermore, PTS Pavia is explicitly relieved of any responsibility in the case of even partial interruption and/or suspension of all the services offered for any cause and/or reason, without the user business having the right to request indemnity or compensation for damage caused to the user business itself. 

PTS is also explicitly exonerated of any responsibility for:

a) fire damage, damage and theft of goods, documents and apparatus supplied as well as those belonging exclusively to the user business and left at the incubator;
b) Damage or injury to people inside the incubator deriving directly or indirectly from exclusive and common use of spaces, goods, systems and services supplied and those belonging to the user business.

9. OBLIGATIONS

The user business is irrefutably obliged:

• comply with and enforce this Regulation among their employees and collaborators and all those who, due to their activities, are in contact with it inside the incubator;

• Not to change their activity, on the basis of what they have declared in the business plan and, if necessary, to subject to the Committee any variations in activity or company name or partners and/or owners, with suitable motivation, for prior approval.

• for the spaces made available to them, to comply with all legal requirements in terms of environmental conservation (emissions, noise, liquid by-product disposal, waste disposal); in terms of health, safety and hygiene in the workplace and injury prevention in the workplace; in particular, to fulfil the indications given in Legislative Decree n° 81/2008 and subsequent amendments and integrations, including the identification of the person responsible (employer) for health and safety issues in the workplace, as well as operating license contracts for software as indicated in Law n° 633/41 and subsequent amendments concerning copyright;

• To allow PTS Pavia as well as people and/or authorities designated by them to inspect, at any time, the spaces and equipment provided exclusively to them and/or in common with other incubated businesses;

• To allow companies and/or people designated by PTS Pavia to intervene for ordinary and/or extraordinary maintenance operations and/or other work;
• To guarantee the safekeeping, maintenance and cleanliness of their work station;
• Not to introduce their own goods and apparatus to integrate the goods and apparatus supplied by the Incubator without prior authorisation;
• To stipulate and show the insurance policies indicated in the contract;
• To participate in the common meetings and activities organised by PTS Pavia to manage and improve the Incubator;
• To behave in a way that creates the least possible disturbance and/or damage to the other user businesses that are part of the Incubator under any title;
• To cooperate with the other businesses and with the Incubator staff, in order to improve management of the Incubator;
• To supply the Incubator the collaboration necessary to supply services and carry out activities, and in particular: To give notice of their participation in training seminars in good time and to give fair warning of any absences;
• To agree on individual consultancy meetings, respecting the dates and times agreed each time and giving suitable warning in the case of failure to meet;
• To fulfil everything agreed in the individual work plans written up with the consultants; to punctually send data and documents necessary to monitor the progress of the business according to the procedures defined by PTS Pavia.

10. BANS

It is explicitly forbidden for the user business to:
• license, let, accommodate or in any other way transfer their right to use the spaces and/or goods and/or apparatus assigned to them, on penalty of immediate termination of the benefits indicated in the tender notice and rightful rescission of this contract and the corresponding service contract that is considered an integral part, except in the case of compensation for the damage caused;
• introduce into the supplied and/or common spaces fuel, weapons, explosive material or any other materials that are dangerous for people and objects and harmful to their health, as well as animals, apparatus with noise levels above 80 decibels, material or machinery weighing more than 300 kg/m2, or any illegal goods;
• allow third parties use of or access to all or a part of the spaces, systems, and apparatus supplied to the user company, for any reason;
• Carry out their activities in any way in contrast with current laws;
• Make changes to their work stations without prior authorisation;
• Turn the space assigned to them into a retail store.

11. USE OF COMMON AREAS

The user company and their employees or collaborators and any other subject related to them must comply with these indications on using the common spaces and systems, strictly complying with the operating procedures and timetables communicated and established by PTS each time. In particular it is:
• forbidden to occupy the common spaces permanently or temporarily and, anyway, contrary to the instructions received;
• forbidden to keep animals in the common and exclusive places;
• forbidden to put up plaques, signs and posters outside of the spaces designated for these uses and in contrast with the established procedures;
• forbidden to produce noises, fumes and any other harmful emission into the atmosphere that would cause damage and/or disturbance to the activities of the other user businesses and/or danger for human health.

As far as the use of common instruments is concerned, each user is obliged to comply with the following internal rules:
• Stick to the turns for using shared instruments and use the assigned spaces in freezers/cabinets.
• Clean the shared instruments after each use; do not leave material residue and always clean the machine and the tools after each use. In the case of failure to comply with these points, after three complaints provision is made for a fine.
• Where necessary use the protective devices (gloves, goggles, etc.) supplied.
• Follow the normal rules of life in common spaces.

The basic instruments found in the shared spaces are to be considered common instruments: -80°C Freezer, autoclave, centrifuge, glassware washer, glassware drier, pure water, chemical hood, and incubator. All instruments will be equipped with their own operating manual, supplied to the users.

As far as use of the meeting room and training room is concerned, it is obligatory to book them in advance at the Incubator's secretary's office.
Use of the meeting rooms is possible only during opening times and periods when the Incubator ensures their availability. At the end of their use, the user business must hand the room back over in perfect order, and free of any of the user's own materials. If the requests exceed availability, the Incubator managers will continue, as much as possible, to assign the meeting room according to a rotation among the various user businesses.

12. SOFTWARE / INTERNET
• The user business agrees to follow the GARR policy (Acceptable Use Policy - AUP) as explicit acceptance of the stipulated contract.
• Within the facilities, there is an active log archive system for access to the internet as required by current privacy regulations. All the archived information will be made available to the designated PC authorities by prior formal request.
• Each user is personally responsible under Civil and Criminal Code provisions for their access to illegal internet sites.
• Each user is personally responsible under Civil and Criminal Code provisions for downloading illegal material they find on the internet.
• Installation of missing but legal software must be notified in written form to the secretary and to management by the single business.

13. REGULATIONS GOVERNING THE RELATIONSHIP
The relationship between the user business and PTS Pavia is regulated by a designated service contract.

This contract, which cannot be transferred to third parties, indicates in detail, among other things, the rules concerning behaviour inside the incubator and in fruition of the common spaces as well as the corresponding contents.

The duration of the contract, or the time of their stay inside the incubator, may not exceed three years. At the request of the user business, and compatibly with the availability of spaces and the incubator's development dynamics, the assessment committee may agree, at their indisputable discretion, to the possibility of annually extending the businesses stay at the incubator (as indicated in article 4).

Any possible extension is subject to the user business presenting the specific application to the Committee and to the favourable outcome of the corresponding assessment that will be carried out by the Committee, whose evaluation will be irrefutable.

The availability to the user business of further spaces other than those indicated, is subject to the positive outcome of the aforementioned procedure for extension.

The user businesses may not, in any way, create a connection between their name and PTS Pavia, unless in the ways and cases indicated in the contract.

The service user company is obliged to supply periodical information, at PTS Pavia's request, concerning their economic and financial progress.

On expiry of the duration of the contract, the company must leave the spaces free of people and objects, restoring them to their initial condition, except in the case of normal wear owed to everyday use; any improvements made by the user company, even with PTS Pavia's consent, does not imply that they will receive refunds of any kind.

The contract between PTS Pavia and the business includes, among other things, clauses concerning particularly serious non-fulfilment conditions that give PTS Pavia the right to immediately rescind the contract.

The fee is established in a competitive manner in relation to the rent for similar spaces for the same area in which the incubator is situated, considering the supply of equipped spaces, as well as the accessory services supplied.

The basic annual fee required from businesses defined as follows:

ACCELERATOR SPACES IN VIA TARAMELLI

<table>
<thead>
<tr>
<th>Office</th>
<th>Fee 1st year</th>
<th>Fee 2nd year</th>
<th>Fee 3rd year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size XL (about 40 m2)</td>
<td>€7000</td>
<td>€7300</td>
<td>€7700</td>
</tr>
<tr>
<td>Size L (about 35 m²)</td>
<td>€6300.00</td>
<td>€6600</td>
<td>€7000</td>
</tr>
<tr>
<td>Size</td>
<td>Fee 1st year</td>
<td>Fee 2nd year</td>
<td>Fee 3rd year</td>
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</tr>
<tr>
<td>Size M (about 30 m²)</td>
<td>€5500.00</td>
<td>€5700</td>
<td>€6000</td>
</tr>
<tr>
<td>Size S (about 25 m²)</td>
<td>€4700.00</td>
<td>€5000</td>
<td>€5300</td>
</tr>
</tbody>
</table>

This value is subject to automatic monetary appreciation (ISTAT indexes)

INCUBATOR SPACES IN VIA TARAMELLI

<table>
<thead>
<tr>
<th>Office</th>
<th>Fee 1st year</th>
<th>Fee 2nd year</th>
<th>Fee 3rd year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size S (about 25 m²)</td>
<td>€3900.00</td>
<td>€4100.00</td>
<td>€4300.00</td>
</tr>
<tr>
<td>Size XS (about 18 m²)</td>
<td>€2800.00</td>
<td>€3000.00</td>
<td>€3200.00</td>
</tr>
</tbody>
</table>

This value is subject to automatic monetary appreciation (ISTAT indexes)

INCUBATION SPACES IN PIAZZA PETRARCA

The information concerning these spaces will be made available by September 2015.

VIRTUAL INCUBATION

The basic monthly fee required from businesses is 40 Euro.

Payment of the fee and for any other requested services must take place beforehand and every three months.

Payment of the amounts must be made by the user business within 30 days of the date of the invoice; for each day of delay compared to that deadline, the user business is charged the interest rates indicated in Legislative Decree n° 231, 9 October 2002.

Wherever the companies do not have their own service accounts, PTS Pavia will charge them for the corresponding costs in relation to their actual consumption with the same frequency by which they are charged to the Incubator. On payment of these invoices, for re-debit of the costs the terms indicated in the previous comma apply (terms of payment, interest rates).
14. GUARANTEES FOR USER COMPANIES WITH LABORATORY

As a guarantee of the obligations of the user company deriving from the service contract, the user company is obliged to pay PTS Pavia, as a deposit, an amount equal to 3 (three) months' worth of fees indicated for the obligatory services.
Payment of the deposit must take place at the latest at the time the office spaces are handed over to the user business.
At the end of the relationship with PTS Pavia, and in the absence of complaints concerning the correct execution of the contractual relationship (payment for services, integrity of the spaces and apparatus, etc.), PTS Pavia will return the sum paid as a deposit, increased by the legal interests.

15. INSURANCE

The user company, within 30 (thirty) days of the date of stipulation of the service contract, must supply proof of having signed suitable insurance coverage, valid for the entire duration of this contract.

The insurance coverage must include:

- Civil Responsibility towards Third Parties, for damage that the incubated business and their employees, collaborators and any other subject related to them may cause to third parties; objects and people, within the fulfilment of their duties and in using the spaces.

  The coverage cap indicated for this risk will be communicated to PTS Pavia in time for the stipulation of the service contract, it being understood that it may not be lower than 10,000,000.00 Euro (ten million/00).

- All Risk for management and use of the spaces: the coverage cap indicated for this risk will be communicated to PTS Pavia in time for the stipulation of the service contract, it being understood that it may not be lower than 50,000.00 Euro (fifty thousand/00).

It being understood that the insurance cover must include the obligation for the insurance company to rapidly and directly notify PTS Pavia if the contract is closed.
MODIFICATION NOTES:

XX. TABLES OF DIVISION IN THOUSANDTHS