

## Investment agreement

between

**B4iFund SIS S.P.A.**, a fixed capital company with registered office in Milan (MI), Via Sarfatti, 25 – tax identity code and VAT number 11850680965, R.e.a. (Economic and Administrative Index) number MI-2627712, in the person of legal representative pro tempore Domenico Valenti Gatto, tax identity code VLNDNC76R06B988F, domiciled for the purpose at Via Sarfatti 25, 20136 Milan (hereinafter “**B4iFund**”)

– party of the first part –

and

- [NAME OF SHAREHOLDER, with the following data], tax identity code [●], place of birth [●] date of birth [●], address [●],
- [NAME OF SHAREHOLDER, with the following data], tax identity code [●], place of birth [●] date of birth [●], address [●],
- [NAME OF SHAREHOLDER, with the following data], tax identity code [●], place of birth [●] date of birth [●], address [●], (jointly, the “**Shareholders**”)

### shareholders of:

- [NAME OF COMPANY OR COMPANY TO BE ESTABLISHED] with registered office at Via [●], [●] – [●] [●], tax identity code [●], VAT no. [●] in the person of the legal representative [●], place of birth [●] date of birth [●], address [●], tax identity code [●], vested with due powers conferred by [●] on [●], in the capacity of [●] (hereinafter also the “**Target Company**”)

– parties of the second part –

(jointly, “**Parties**”, and each of these “**Party**”)

### WHEREAS

- Bocconi for Innovation, as an organizational unit of Università Commerciale Luigi Boc-

coni, on behalf of B4iFund, has initiated a competition for startups (hereinafter “**B4i Startup Call**”) (Annex 1 hereto) in order to select the best teams (hereinafter “**Teams**”) to be included in its acceleration program, aiming to scout and support innovative startups (“**Acceleration Program**”);

- the Shareholders have confirmed their interest in participating in the Acceleration Program, together with their entire Team, answering the Startup Call and participating in the related selection;
- the Shareholders have received confirmation from Bocconi of their selection for the Acceleration Program;
- the Shareholders have attended to the establishment of the Target Company, having the characteristics of and meeting the requirements for a “suitable legal entity” stated in the B4i Startup Call;
- therefore, the Parties hereby intend to formalize a binding agreement regarding the Shareholders’ admission to the Acceleration Program devised for investment in the Target Company by B4iFund.

Having regard to the foregoing, the Parties agree and stipulate as follows:

### **1. Recitals and Annexes**

The Recitals and Annexes to the present Investment Agreement constitute, to all effects and purposes, an integral part hereof and shall be construed as an agreement.

### **2. Subject of Investment Agreement**

With this Investment Agreement, the Parties intend to concur on the terms and conditions of the Shareholders’ participation in the Acceleration Program stated in the B4i Startup Call and of the related funding provided by B4iFund to the Target Company.

### **3. Financial support and capital increase**

**3.1** Within 30 business days from the signing hereof and, in any case, subject to:

- a. positive outcome – determined at the sole discretion of B4iFund – of the Due Diligence check as per Article 10; and,
- b. if their company is not yet established, regular establishment by the Shareholders of a company having the characteristics of and meeting the requirements

for a “suitable legal entity” stated in the B4i Startup Call;

B4iFund will make a payment to the Target Company, by bank transfer, of €80,000 (eighty thousand euros), designated as “Advance payment for share capital increase”.

**3.2** To the extent of their respective commitments, the Shareholders and the Target Company undertake, within 30 business days from B4iFund request to enter into the share capital of the Target Company, in accordance with the Target Company’s bylaws for the convening of the related shareholders’ meeting:

- i. upon agreement with B4iFund, to decide on the draft of a resolution for an indivisible and reserved capital increase in favor of B4iFund and on amendments to the Articles of Incorporation, capital increase for a total of €80,000 (including nominal capital and share premium), having as its object a shareholding amounting to 6% of the Target Company’s share capital (“**Capital Increase**”). It is herewith agreed that: i) the shares (or quotas) issued in favor of B4iFund will have full voting right in all ordinary and extraordinary shareholders’ meeting of the Target Company, and ii) B4iFund shareholding percentage in the Target Company’s share capital will be lower than 6% only in the circumstances described in Article 3.5;
- ii. to waive irrevocably and against no consideration their right of preemption on the newly issued shareholding resulting from the Capital Increase as per paragraph (i);
- iii. to amend the Target Company’s Articles of Incorporation so as to introduce a right of resale and sale (so-called tag along and put) in relation to the shareholding that will be held by B4iFund, all in keeping with the specifications in Annex 2.

**3.3** Should B4iFund decide to subscribe to the Capital Increase, for the full payment of same, B4iFund may use the sum paid as an “Advance payment for share capital increase” pursuant to Article 3.1.

**3.4** Should B4iFund, within 180 days from the starting date of the Acceleration Program, not request approval of the Capital Increase as per Article 3.2 above, the Target Company will be authorized to consider the payment as per Article 3.1 “Non-repayable”.

**3.5** In the event of that, within 180 days following the starting date of the Acceleration Program, the Target Company raises by bona fide third parties of an at least € 200,000 cash investment that sets a pre-money valuation for the Target Company (the “**Round’s Pre-Money Valuation**”), B4iFund’s shareholding percentage in the capital of the Target Company, attributed upon subscription of the Capital Increase, will be calculated as follows:

- i.  $B4iFund \text{ shareholding percentage} = \frac{€ 80,000}{[€ 80,000 + \text{Round's Pre-Money Valuation} * (1 - 20\%)]}$ ;
- ii. it is agreed that B4iFund resulting shareholding percentage will in no case be lower than 4% or higher than 6%..

For the sake of clarity, a convertible instrument or a SAFE are not setting any Round’s Pre-Money Valuation unless they include the minimum conversion valuation (so called “floor valuation”).

Parties agree that, in any case, the shares (or quotas) issued in favor of B4iFund will have full voting right in all ordinary and extraordinary shareholders’ meeting of the Company.

**3.6** In case of breach of article 10 of the B4i Startup Call and of Articles 3, 4, 5 and 6 hereof by the Target Company and/or the Shareholders, B4iFund, within the period of 180 days commencing from the date on which B4iFund becomes aware of the violation, may sell to the other Shareholders, who shall be jointly and severally bound to purchase their shareholding in the Target Company at a price of € 80,000. Therefore, the Shareholders jointly undertake, once said condition is obtained and upon request of B4iFund, to purchase the latter’s stake at the aforementioned price.

#### **4. Sale of shareholding and amendments to articles of incorporation**

**4.1** Until the Capital Increase all the Shareholders must give 30 days’ notice to B4iFund of any sale of shareholding in the Target Company.

**4.2** In any event, the sale of shareholding shall be subject to the amendment to the Target Company’s articles of incorporation introducing a right of resale (also called “tag along right”) and a put right, as regulated in the Annex 2 hereto.

## **5. Corporate governance and management of Target Company**

- 5.1** The Target Company and the Shareholders undertake to do everything in their power, without interruption, including at the Shareholders' meeting, to ensure that:
- a.** the Target Company maintains a lawful corporate purpose, consistent with the ethical principles of Bocconi University and of B4iFund and in keeping with and useful for implementation of the project presented on the occasion of the Shareholders' acceptance of the B4i Startup Call;
  - b.** the persons in positions of governance in the Target Company are distinguished by their proven integrity, professionalism, competence, rectitude and high standing and reputation, also with account taken of the Target Company's corporate purpose;
  - c.** until any subscription to the Capital Increase by B4iFund, the Target Company confines itself to carrying out acts of ordinary administration, to the exclusion of acts of extraordinary administration, such as – by way of non-exhaustive example – transformations, mergers, divisions, sales or purchases of shareholdings, subject to notice to be given to B4iFund.

## **6. Representations, warranties and indemnities**

- 6.1** The Parties represent and warrant:
- a.** that they dispose of all the powers, authorizations, permits and licenses that may be required for the purposes hereof and for the conduct of the activities prescribed herein, with an undertaking to maintain the same, to the extent of their control, for the entire period of validity hereof;
  - b.** that the signing hereof and the conduct of the activities contemplated herein neither conflict with nor violate its articles of incorporation or any commitments or obligations previously contracted, or any law, rule, regulation or administrative measure;
  - c.** that they reciprocally undertake promptly to report any event or circumstance that may conflict with the terms of paragraphs (a) and (b) of the present Article 6.1.
- 6.2** The Target Company and the Shareholders also represent and warrant:
- a.** that both the Shareholders and the members of the Board of Directors of the Target Company will devote adequate working time to its management;

- b.** that the payment cited in Article 3.1 will not be used for purposes extraneous to the program governed by the B4i Startup Call;
- c.** that the Target Company is the owner of any copyright and/or patent underlying the implementation of the project presented on the occasion of the Shareholders' acceptance of the B4i Startup Call, indemnifying and holding harmless B4iFund from any liability or dispute that may arise in relation to the same;
- d.** that the Shareholders have neither been convicted nor, to the best of their knowledge, investigated for violation or possible violation of legal provisions of a criminal nature, aware that B4iFund will appoint a leading operator in the market for the execution of a Due Diligence check regarding such aspects, as per Article 10 below.

**6.3** The Target Company and the Shareholders also represent and warrant to B4iFund that:

- a.** the business carried out by the Target Company is conducted and will be conducted without giving rise to violations of provisions of law or regulation or of other nature applicable to such business;
- b.** the financial statements of the Target Company have been and will be drafted in conformity with applicable legal provisions and accounting standards and represent and will represent correctly and truthfully the situation of the Target Company's assets and finances at the relevant dates;
- c.** the Target Company neither has nor will have any liabilities of any kind other than: (i) those posted in the latest approved financial statements and not yet settled; or (ii) those having arisen after the date of the latest approved financial statements and contracted in the ordinary and regular conduct of business and in substantial abidance by its business plan.

**6.4** The Target Company and the Shareholders undertake to indemnify and hold harmless B4iFund regarding:

- a.** any losses, costs or liabilities arising from a breach of the representations and warranties cited in the present Article;
- b.** any instance of liability, including hidden liability, that may arise for the Target Company due to whatever reason;

- c. any liability, contractual or non-contractual, that may arise for the Target Company and/or the Shareholders due to acts of the Company itself and/or the Shareholders themselves.

## **7. Reporting for the benefit of B4iFund**

**7.1** As from the signing hereof, the Target Company and the Shareholders undertake to send to B4iFund:

- a. quarterly reports (to be shared by January 10th, April 10th, July 10th October 10th of each calendar year) on the Target Company's economic-financial performance, in line with the specifications received from B4iFund. It is agreed that the following information must be included in every quarterly report:
  - i. the most updated Target Company's cap table including details of all shareholders and percentage of ownership of each of them in the Target Company's share capital on a fully diluted basis (i.e., highlighting options or any instrument that could be converted in equity capital of the Target Company);
  - ii. the funding history of the Target Company, with evidence of the funding rounds raised, the post-money valuation and the key terms and conditions, as well as the amount and nature of the financial resources raised (i.e., equity, convertibles, semi-equity, debt, grants, etc.);
  - iii. the total number of jobs created (during the quarter and cumulated at the end of the relevant period);
  - iv. the revenues generated during the quarter;
  - v. any other specification that B4iFund may reasonably request;
- b. notification of any complaint, claim for compensation and/or initiation of legal proceedings against the Target Company;
- c. any other action, fact, event and/or circumstance liable to have a negative impact regarding the financial support provided by B4iFund and/or, more generally, the Target Company's management and business.

## **8. Restitution of funds and termination of Investment Agreement**

**8.1** Should the Target Company and/or the Shareholders fail to fulfill any one of the obligations imposed on them under Articles 3, 4, 5 and 6 hereof or of articles 7, 8,

10 of the B4i Startup Call related to the Acceleration Program in which the Target Company participates, B4iFund will be entitled to terminate this Investment Agreement pursuant to article 1456 of the Italian Civil Code and the Target Company and the Shareholders will be jointly and severally bound to return to B4iFund €80,000 (eighty thousand euros), without prejudice to B4iFund's possible claims for compensation for any harm, losses, charges, costs, expenses, penalties or liabilities (including legal expenses and reasonable counsel fees) arising directly or indirectly from their breach.

## **9. Referral**

**9.1** With regard to any matter not specifically regulated hereby, the provisions of the B4i Startup Call remain in full force and effect and the Shareholders and the Target Company undertake to abide by said provisions.

## **10. Due Diligence and effectiveness of Investment Agreement**

**10.1** All the Shareholders and the Target Company acknowledge B4iFund's right to conduct an adequate due diligence check ("**Due Diligence**") regarding the characteristics of professionalism and integrity of the Shareholders themselves and the overall value and activities of the Target Company and all other aspects deemed relevant at the discretion of B4iFund, also for the purpose of ascertaining the Shareholders' suitability to sign the present Investment Agreement.

**10.2** The Due Diligence check will be conducted by B4iFund, directly or by its consultants, in accordance with the standards in use for corporate investment operations. The Shareholders undertake to make available to B4iFund and its consultants, in an orderly and complete manner, all documentation reasonably requested by the latter.

**10.3** The Shareholders acknowledge and accept that the effectiveness of the present Investment Agreement is subject to positive results of the Due Diligence check, the outcome of which shall depend on the sole and exclusive judgment of B4iFund.

**10.4** The costs and fees of the consultants appointed by B4iFund to conduct the Due Diligence check shall be borne by B4iFund.

**10.5** The Parties undertake to maintain the strictest confidentiality with respect to information related to the Due Diligence activity and to use it exclusively for that purpose.



**11. Amendments to the Investment Agreement**

- 11.1** Any derogation from or amendment to the principles and conditions agreed and reflected herein shall be valid and effective only if made in writing in a document duly signed by all the Parties.

**12. Communications**

- 12.1** Any communication required or authorized pursuant to this Investment Agreement must be made in writing and shall be deemed effectively and validly conveyed and received:

- i. if sent by letter, at the moment of actual receipt;
- ii. if sent by email, upon receipt by the addressee, in any case at the following addresses:

**B4iFund:**

Dott. Nico Valenti Gatto: [nico.valentigatto@unibocconi.it](mailto:nico.valentigatto@unibocconi.it)

B4i acceleration team: [acceleration@unibocconi.it](mailto:acceleration@unibocconi.it)

B4i portfolio team: [portfoliob4i@unibocconi.it](mailto:portfoliob4i@unibocconi.it)

Shareholders: [•]

Target Company: [•]

or at such other postal or email address as may be communicated by the Parties after today's date in keeping with the foregoing provisions.

**13. Privacy**

- 13.1** In the course of conducting all the activities in connection with the performance hereof, either Party may find itself having to process personal data referable to the other Party and, where applicable, employees, collaborators and/or legal representatives of the other Party.
- 13.2** Each of the Parties henceforth undertakes, as an independent Data Controller, to proceed with the processing of such data in compliance with the provisions of EU Regulation 679/2016 on the protection of personal data (hereinafter also "GDPR") as

well as with all provisions of other applicable laws.

- 13.3** Should either Party, in the context of performance of the services concerned hereby, be in a position to assign in part and/or in whole the processing of personal data of which it is Data Controller, the Parties undertake, where applicable, to sign a separate written agreement formalizing the appointment as manager of the data processing in order to proceed with a proper management of activities of personal data processing as required by the GDPR. The Parties acknowledge that the personal data of each of them may also be communicated to the judicial authority and to subjects who can access personal data by virtue of provisions of law or secondary or EU legislation.
- 13.4** B4iFund, in the capacity of independent Data Controller, hereby gives notice that personal data will be processed for the following purposes: i) to enable execution of this Investment Agreement; ii) to fulfill legal obligations; iii) to manage disputes and possible litigation that may arise in relation to the Investment Agreement. The provision of data is necessary to stipulate and execute the Investment Agreement; failure to provide such data will therefore make it impossible to conclude the Investment Agreement.
- 13.5** The processing of the purposes indicated finds its legal basis in a) the enabling of execution of this agreement or of pre-contractual provisions; b) the fulfillment of legal obligations; c) the pursuit of the legitimate interest of B4iFund relating to the management of claims and any disputes that may arise in relation to the Investment Agreement. With regard to the purposes stated, the processing of personal data takes place using manual, computer and telecommunications tools with a logic strictly related to the purposes themselves and, in any case, with methods that ensure the security and confidentiality of the data, in addition to fulfillment of specific obligations under law.
- 13.6** Personal data will be processed only by authorized personnel, in keeping with the provisions of article 29 of the GDPR and of article 2-quaterdecies of Legislative Decree 196/2003 as subsequently amended (Privacy Code), by reason of the conduct of their work duties. Personal data will be stored only for the time necessary to enter into and execute this Investment Agreement, in compliance with the principle of

minimization pursuant to article 5, paragraph 1, letter c) of the GDPR, as well as for 10 years from the termination of the existing relationship between the Parties for defensive purposes.

**13.7** With regard to the possible transfer of data to Third Countries that do not guarantee a level of security adequate to European standards and for which an adequacy decision has not been issued by the European Commission pursuant to article 45 of the GDPR, the Parties have signed standard contractual clauses or other appropriate instruments with third parties intending to transfer data to these countries pursuant to article 46 of the GDPR, as well as any additional security measures.

**13.8** Data subjects are guaranteed the rights referred to in articles 15 et seq. of the GDPR, consisting essentially in the right to receive from the other contractual party information regarding the existence of the processing of their personal data, as well as access their data, obtain correction, integration, updating or cancellation; data subjects also have the right to obtain a copy of their data, the limitation of processing and/or, again, to oppose their processing, in addition to the right to data portability and to lodge a complaint with the competent supervisory authority which, for Italy, is the Guarantor for the Protection of Personal Data, under the conditions and within the limits indicated in article 13 of the GDPR. Data subjects can exercise the rights provided for by articles 15-22 of the GDPR at any time, when referring to the processing carried out by B4iFund, by writing to the following email address: [privacy@b4ifund.it](mailto:privacy@b4ifund.it)

#### **14. Applicable law and jurisdiction**

**14.1** This Investment Agreement is governed by and must be interpreted pursuant to the laws of the Italian Republic, and any dispute arising between the Parties regarding the interpretation, validity, effectiveness, execution, termination hereof and/or in any manner regarding this Agreement is to be understood as being of the exclusive jurisdiction of the Court of Milan.

#### **15. Further Undertakings after the Acceleration Program**

**15.1** The Shareholders and the Target Company undertake that, for the 3 years following the end of the Acceleration Program, they will procure that B4iFund (or another

entity designated by B4iFund in which Università Bocconi holds a stake or is a member) shall have the right to invest in the Target Company an amount of up to € 400,000 in funding rounds launched to support the Target Company (hereinafter, **“B4iFund Investment Option”**). It is agreed that the B4iFund Investment Option shall apply to any funding round in the form of equity, semi-equity, convertibles or similar instruments and that B4iFund (or another entity designated by B4iFund in which Università Bocconi holds a stake or is a member) shall be offered pro quota considering the shareholding held by B4iFund in the Target Company the same terms and the same price offered to the other investors in the relevant round. Shareholders shall provide access to the same documentation shared with other investors concurrently, allowing for an informed investment decision.

**15.2** Should B4iFund and/or Bocconi for Innovation so request in writing by the end of the Acceleration Program, the Target Company and the Shareholders undertake that, in any PR or fundraising materials regarding the Target Company, they shall mention that they took part in the Acceleration Program. Such obligation shall extend for 3 years following the end of the Acceleration Program.

## **16. Duration**

**16.1** Without prejudice to the provisions of Article 8, this Investment Agreement shall be effective between the Parties for as long as B4iFund holds either a shareholding in the Target Company or a right to purchase a shareholding in same.

**16.2** The obligations referred to in Article 15.1 shall extend until the specific date set in it.

## **17. Final provisions**

**17.1** This Investment Agreement constitutes the entire agreement between the Parties regarding its subject matter and fully supersedes and replaces any prior agreement regarding same.

**17.2** The waiving of a right or faculty hereunder by one Party subsequent to the other Party's breach of or failure to fulfil any of the provisions hereof shall not be deemed a general waiver of the provision breached, and likewise the forbearance from or delay in exercising a right or faculty which a party has or might have shall not be deemed a waiver in favor of the party having committed a breach of or failed to

fulfil a provision.

**17.3** Neither Party shall be liable for delays or failures due to causes beyond all reasonable control. Such events are – by way of non-exhaustive examples – natural calamities, strikes, blackouts, riots, acts of war, epidemics, government measures taken in consequence of such events, fires, breakings of lines of communication, power shortages, earthquakes, or other similar disasters.

**17.4** Should any provision hereof be declared invalid or ineffective by a competent judicial body the invalidity or ineffectiveness of such provision shall not affect the other provisions hereof, all of which shall remain in force and continue to have effect. The Parties undertake to replace any invalidated provisions with valid and effective provisions that will be as close as possible to the economic intent pursued by the Parties with the original provisions.

Milan, \_\_\_\_\_

**B4iFund SIS S.p.A. a Capitale Fisso**

\_\_\_\_\_  
Name: Domenico Valenti Gatto

Title: Consigliere Delegato

\_\_\_\_\_  
Name:

Title:

List of shareholders with signature

Shareholder name	Signature

## Annexes:

- **Annex 1** | B4i Startup Call
- **Annex 2** | Example of Tag and Put clauses for articles of incorporation

## **Annex 1**

### Bocconi for Innovation Startup Call Regulations

## Annex 2

### Example of Tag and Put clauses for articles of incorporation

#### Article [\*] – RIGHT OF RESALE (*tag along*)

**[\*].1** In the event the Majority Shareholders have reached agreements with one or more bona fide third parties who are not affiliated parties – as defined in accordance with accounting principle IAS 24 – for the transfer of all or part of the Shares they hold, the other shareholders (hereinafter, the “**Minority Shareholders**”) shall have an alternative to the Right of Preemption referred to in Article [\*] above. This shall be the option to require the Majority Shareholders to transfer (and in the event of exercising such option, the Majority Shareholders shall have the obligation to cause the third-party transferee to purchase) a portion of their shareholding in the share capital of the Company proportional to the Shares for Sale that the Majority Shareholders intend to transfer or, in the event the Majority Shareholders lose ownership of the majority of the Shares with voting rights as a result of the transfer, their entire shareholding under the same terms and conditions agreed upon between the Majority Shareholders and the third-party transferee (hereinafter, the “**Tag Along Right**”).

**[\*].2** The Tag Along Right may be exercised by the Minority Shareholders by sending a written notice to the Majority Shareholders within 20 (twenty) business days of receipt of the Transfer Notice, to be made by any means that guarantees proof of receipt (hereinafter, “**Notice of Exercising the Right of Resale**”).

**[\*].3** If the third-party transferee is unwilling to purchase the Shares for Sale in accordance with the provisions of this Article [\*], the Majority Shareholders shall have the right, at their sole discretion, (i) to reduce the Shares for Sale to permit the transfer of the Shares for which the Right of Resale has been exercised; (ii) to purchase, at the same price and with the same payment and other terms and conditions, all the Shares for Sale that have not been purchased by the third-party transferee; or (iii) to forego the sale reported in the Transfer Notice.



**[\*].4** In the event of exercising the Right of Resale, the sale and purchase of the Shares for Sale being transferred and the other Shares for which the Right of Resale has been exercised shall take place no later than 60 (sixty) business days following the deadline referred to in paragraph [\*].2.

**Article [\*] - Put Right**

**[\*]** In the event of violation of Article 10 of the Bocconi for Innovation Startup Call and Articles 3, 4, 5 and 6 of the Investment Agreement by the Target Company and/or its shareholders, B4iFund SIS S.p.A., within the period of 180 days commencing from the date on which B4iFund becomes aware of the violation, shall have the right to sell to other shareholders, also jointly and severally, the shareholding held in the Target Company, at a price of € 80.000 (eighty thousand). Conversely, upon the occurrence of the aforementioned condition and at the request of B4iFund SIS S.p.A., the other shareholders, also jointly and severally, undertake to purchase the same shareholding held by B4iFund SIS S.p.A. at the aforementioned price.