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1. Introduction

Scientifica S.p.A. is a certified venture capital and start-up incubator accredited by the Ministry of Economic Development in accordance with the Law of December 17, 2012, No. 221. We specialize in selecting projects and start-ups with high technological intensity and invest in pre-seed, seed, and early-stage phases. Scientifica makes investments in companies operating in the fields of scientific research and technological innovation, specifically focusing on (i) Advanced Manufacturing, (ii) Advanced Material, (iii) Artificial Intelligence, and (iv) Quantum Technologies.

We provide incubated and invested companies with support in terms of infrastructure and research laboratories, both owned (**Scientifica Lab**) and part of our operational network (**Scientifica Lab Approved**). In L'Aquila, we have laboratories with dedicated areas for mechatronics, chemistry, and biotechnology, ensuring a comprehensive range of resources for our supported entities.

2. The "Thesis" Program: Objectives

In order to promote the importance of investing in knowledge, the "Thesis" program ("**Thesis**" or the "**Program**") is initiated, aiming to support and recognize the merit of graduates and undergraduates in STEM fields (Science, Technology, Engineering, and Mathematics). The program offers the opportunity to participate in a mentorship program focused on entrepreneurship and the startup world (AdVenture Program) and to receive a prize ("**Grant**") of €3,000.00 (three thousand/00).

3. Participants

According to this regulation, the following graduates and undergraduates ("**Participants**") in scientific, technological, engineering, and mathematical (STEM) degree programs are eligible to participate in the Program:

- i. Undergraduate students enrolled in STEM bachelor's degree programs;
- ii. Graduate students enrolled in STEM master's degree programs;
- iii. Graduates with a bachelor's degree in STEM disciplines;

iv. Graduates with a master's degree in STEM disciplines.

STEM disciplines include, by way of example and not exhaustively:

- **Science**, encompassing (i) biology, (ii) chemistry, (iii) physics, (iv) environmental sciences, (v) neuroscience, (vi) medicine, etc.;
- **Technology**, including (i) software development, (ii) cybersecurity, (iii) data science, (iv) data analysis, (v) artificial intelligence, (vi) software engineering, etc.;
- **Engineering**, covering (i) civil engineering, (ii) mechanical engineering, (iii) electrical engineering, (iv) aerospace engineering, (v) chemical engineering;
- **Mathematics**, involving (i) data analysis, (ii) applied mathematics, (ii) operations research, etc.

Regarding graduate participants, it is specified that the theses must have been defended within a maximum of 6 (six) months prior to the application for participation in the Program. The date of submission of the application, as described in the subsequent paragraph, will be considered for this reference.

For undergraduate participants, the theses must be defended by the deadline of the selection session (see Paragraph 5.) for which the application to the Thesis program is submitted.

Theses written in either Italian or English are accepted

4. Submission of Applications

Participants can submit their applications by completing the application form available on the Scientifica Venture Capital website (<https://scientifica.vc/#/thesis>).

The application form must be fully and accurately filled out in each of its sections to be considered valid. Receipt of applications through channels other than the one indicated is not permitted. The application can be submitted in either Italian or English.

5. Duration and deadlines

The Program will take place annually, commencing on October 1st, 2023.

The application and selection process will be divided into 3 (three) periods, approximately corresponding to the regular graduation sessions scheduled in the academic calendar, as follows:

- a. **November Session:** Participants may submit their applications from September 15th to no later than November 15th.
- b. **March Session:** Participants may submit their applications from January 15th to no later than March 15th.
- c. **July Session:** Participants may submit their applications from May 15th to no later than July 15th.

Selected participants ("**beneficiaries**") will be announced within 60 days of the closure of each selection session.

The program reserves the right to make changes to the dates and selection procedures based on organizational needs. Participants are strongly encouraged to regularly check the official Program website for any updates.

6. Selection process and evaluation criteria

The Scientifica Venture Capital team will conduct, at its sole discretion, a preliminary screening of applications received from participants, verifying eligibility against the requirements outlined in this Regulation and the application form, as well as the completeness of information in the shared documentation set by each participant.

The selection process will be based on various criteria, including, but not limited to, the following:

- i. Coherence of the submitted thesis with the requirements of this Regulation.
- ii. Originality and presence of innovative elements in the submitted thesis.

- iii. Alignment of the thesis with Scientifica's portfolio and reference verticals.
- iv. Feasibility of a potential startup project and applicability of the contents to an entrepreneurial initiative.
- v. Entrepreneurial inclination, evaluated based on the participant's academic and professional background and the network of professionals involved in the thesis.

The selection process is carried out by the evaluation team of Scientifica Venture Capital.

Within the deadline specified in the previous paragraph 5, the Scientifica Venture Capital team will select up to a maximum of 3 theses per selection session. It is clarified that if, during the specified period, there are no theses particularly interesting for the purposes of the program, Scientifica is free not to award any prize and proceed with the analysis for the next period.

Beneficiaries will receive the award notification via email, accompanied by the "Award Ratification Form," which they must duly fill out and sign for acceptance in every section. They must also attach a series of documents essential for the completion of the procedure and the disbursement of the grant.

7. Prize

Beneficiaries will receive the following benefits: (i) Access to a mentorship program on entrepreneurship and the startup world (AdVenture Program) and (ii) Receipt of a Grant of €3,000.00 (three thousand/00).

The AdVenture Program is an educational program aimed at preparing individuals for the world of work. It seeks to train future venture capital professionals who can leverage their skills to identify innovative technological projects within universities and research departments. These projects can then be submitted to Scientifica Venture Capital for evaluation and potential investment.

The Grants will be disbursed in a single installment within 30 (thirty) days from the date of the award announcement, contingent upon enrollment in the AdVenture Program. Payment will be made via bank



transfer to the bank account specified by the Beneficiary during the signing of the Award Ratification Form.

It is emphasized that the prize will only be disbursed under the condition that all documents provided to the Beneficiary for ratification are correctly completed and duly signed in every section within a maximum of 5 calendar days from the announcement of the award. Failure to comply with this timeframe will result in the cancellation of the prize.

In accordance with Article 30 of DPR 600/73 and the resolution of the Ministry of Finance No. 8/1251 of 28.10.1976, the granted amount will not be subject to advance withholding tax. The Beneficiary is responsible for direct taxation under Article 67, paragraph 1, letter d) of the TUIR for the entire amount. This is due to the nature of the prize, which is awarded in recognition of particular artistic, scientific, or social merits. In this regard, the Beneficiary commits to declaring the prize amount in the "other income" section of their Income Tax Return.

8. Legal and privacy

I. Intellectual Property

By submitting their application, participants declare that they are the sole and exclusive owners of the thesis submitted to Scientifica Venture Capital. Participants commit to indemnify and hold Scientifica Venture Capital harmless from any and all liability, claims, actions, demands for damages, and/or indemnification brought by any third party regarding the use and ownership of the thesis. It is understood that if false statements regarding the ownership of the submitted thesis result in any damage to the image and/or finances of Scientifica Venture Capital, legal action will be pursued for compensation for the incurred damages. Notwithstanding the above, by submitting the application, participants authorize Scientifica Venture Capital to use their name and image, as well as the title and identifying marks of the thesis, for promotional and advertising purposes strictly related to the Program.

II. Privacy protection and confidentiality

As the data controller (located at Strada Statale 17, SNC – Tecnopolo D’Abruzzo 67100 L’Aquila - C.F. 02130080662), Scientifica Venture Capital will process the personal data provided using predominantly computerized and telematic methods for the purposes outlined in Regulation (EU) 2016/679 (GDPR). For more information, you can refer to the complete privacy policy on the Scientifica Venture Capital website at the following link: <https://scientifica.vc/#/privacy-policy>. In accordance with Legislative Decree no. 196 of June 30, 2003 (hereinafter also referred to as the "Privacy Code"), as well as subsequent amendments and integrations, and Regulation 2016/679/EU (hereinafter also referred to as the "EU Regulation"), all personal data exchanged between the parties will be processed, respectively by each party, solely for the purposes of executing this Regulation and instrumentally to its fulfillment. This includes compliance with any legal or regulatory obligations, community legislation, and/or directives from the Garante per la protezione dei dati personali (Italian Data Protection Authority). The data will be processed, both manually and/or automatically, in accordance with principles of lawfulness and fairness, ensuring the confidentiality and rights of the data subjects. This is done in compliance with adequate security measures for data protection, including sensitive information or data revealing health status, as stipulated by the Privacy Code and the EU Regulation.

III. Limitation of liability

Regarding the participation process and the initiative described in this Regulation, Scientifica Venture Capital cannot be held responsible for the failure or incomplete electronic registration of participants, or for errors and/or incompleteness in the transmitted documentation, for any reason. Additionally, Scientifica Venture Capital assumes no responsibility for technical malfunctions, hardware or software issues, network connection interruptions, temporary unavailability of the system, proposers' registrations that have failed for any reason, are incorrect, not accurate, incomplete, illegible, damaged, lost, not received, delayed, incorrectly addressed, or intercepted electronic communications or any other technical problems related to the registration and upload of content within the Program.

Furthermore, any form of reimbursement and/or compensation, whether partial or full, is excluded in favor of beneficiaries and/or third parties for:

- i. Any damage to property, for any reason and/or cause, occurring during the various phases of the initiative.
- ii. Any injuries and/or damages incurred by proposers during the various phases of the initiative.
- iii. Any thefts and/or losses of objects or goods of any kind left unattended by proposers in the spaces where the various phases of the initiative take place.

IV. Guarantees and Indemnification

Each Participant in the Program is exclusively responsible for everything presented to finalize their application for the Program, including their own thesis, documentation, equipment, and personal effects.

Therefore, each Participant hereby agrees to indemnify and hold Scientifica Venture Capital harmless from any claims, including claims for damages, that may be asserted for any reason in connection with what has been presented, the documentation, or, in any case, arising from their participation in the mentorship program, except in cases of willful misconduct and gross negligence.

V. General conditions

The registration, adherence, and participation in the Program imply the unreserved acceptance of this Regulation by the Participants. Participants are aware and accept that Scientifica Venture Capital has the right at any time to cancel, modify, or suspend, in whole or in part, the Program, as well as any of its content, aspects, or selection criteria. Scientifica Venture Capital may also choose to select a greater or lesser number of candidates than initially planned, at its sole discretion, with prior communication of the changes on the Scientifica Venture Capital website. By submitting their application and documents for participation in the Program, Participants declare that the information provided is truthful, and they unconditionally accept every decision made by the Scientifica Venture Capital team. It is understood that participation in the Program is free, and no additional obligations or commitments will arise from it



beyond what is outlined in this Regulation, both on the part of Scientifica Venture Capital and the Participants. Participants will accept any decision and evaluation unconditionally taken by the Scientifica Venture Capital team regarding the thesis evaluation procedure.

Under no circumstances will the submission of the application, the selection, and the awarding of the Grant and the mentorship program be understood or interpreted as an offer or employment contract between Scientifica Venture Capital and the Participant or an obligation to contract on the part of Scientifica Venture Capital. In no case can the Program and its Regulation be understood and/or interpreted as a public offer under Article 1336 of the Italian Civil Code. Any violation of the Regulation and, in any case, any conduct from which illicit behavior may be inferred or presumed and/or any irregularity committed before or during the application to the Program will result, depending on the circumstances and at the sole discretion of Scientifica Venture Capital, in non-participation or expulsion, as well as the removal of any materials and/or content already submitted or published.

VI. Accuracy of information

Participants commit to conducting all necessary verifications to ensure the accuracy of all information, data, and, more generally, any other material provided to Scientifica Venture Capital in the submission of the application and/or at any other stage of the Program. Therefore, they guarantee that this information is accurate, correct, truthful, and complete, assuming full and exclusive responsibility for it.

VII. Effectiveness

The obligations contained in the Regulation shall become effective upon the submission of the application and shall remain in force until the completion of the process outlined in the Program, except in cases where, due to the nature or type of certain provisions in the Regulation, their observance becomes necessary even after the conclusion of the Program. It is clarified that this Program does not constitute a contractual proposal, does not establish the creation of legal relationships or obligations of any kind on the part of Scientifica Venture Capital, including the obligation to enter into contracts of any nature. It does not bind Scientifica Venture Capital in any way, and therefore, Scientifica Venture Capital is free to



suspend, modify, cancel, and re-initiate the procedure related to this Program at any time without Participants being able to claim any rights.

VIII. Disclaimer

The Participant acknowledges that participation in the Program does not in any way bind Scientifica Venture Capital. Therefore, Scientifica Venture Capital assumes no commitment towards the Participant regarding their application or other circumstances related to the Program. Any commitments between Scientifica Venture Capital and the Participant can only be made through the signing of specific agreements. The Participant agrees to unconditionally accept any decision made by Scientifica Venture Capital regarding the application evaluation procedure.

IX. Applicable law and jurisdiction

This Regulation is governed by Italian law and must be interpreted accordingly. All disputes related to and/or arising from this Regulation will be exclusively referred to the jurisdiction of the court of Rome.

X. Information and contacts

Scientifica Venture Capital reserves the right to make changes to this regulation, if necessary, with prior communication to the interested parties. For all information related to the Program, you can refer to the Scientifica Venture Capital website or contact the email address thesis@scientifica.vc.

By completing the application form for the Program, the Participant declares to have read and accepted the content of the Regulation and the preceding Disclaimer.

XI. Communications

All communications related to the program, including selection results, will be made through the contacts provided by the candidates in the application form.