UNICREDIT START LAB:
UNICREDIT'S BUSINESS PLATFORM SUPPORTING STARTUPS AND INNOVATIVE SMEs

TERMS AND CONDITIONS – 2027 EDITION

UniCredit Start Lab 2027 Platform

1 – OBJECTIVE

UniCredit S.p.A. (hereinafter "UniCredit"), through the 2027 edition of the "UniCredit Start Lab" Business Platform, aims to identify new entrepreneurial ventures with a high technological and innovative content (hereinafter the "Startups and Innovative SMEs"), identified through a specific selection process, and to support their establishment and growth.

This is an entrepreneurial initiative promoted by UniCredit as part of its activities supporting the innovation ecosystem, it being understood that UniCredit shall in any case retain full discretion in its assessments regarding any Startup's or Innovative SME's access to the Platform and the related benefits.

2 – UNICREDIT START LAB 2027 BUSINESS PLATFORM

The 2027 edition of the UniCredit Start Lab Business Platform (hereinafter the "UniCredit Start Lab 2027 Platform" or the "Platform"), dedicated to Startups and Innovative SMEs, provides the opportunity, in accordance with the process and criteria set out in Article 4 below, to be admitted to the Platform and to be evaluated for the possible granting of one or more of the following benefits:

a. **a cash grant of EUR 10,000** reserved for the best entrepreneurial project selected in each of the sectors identified by UniCredit, within the Platform, as relevant sectors (1. Life Science, 2. Clean Tech, 3. Digital, 4. Innovative Made in Italy and 5. Impact Innovation);

b. **a cash grant of EUR 10,000** reserved for the best cross-sector entrepreneurial project, selected among all the Startups/Innovative SMEs admitted to the Platform, regardless of their specific sector of activity;

c. **facilitation in identifying counterparties (in particular companies belonging to the Corporate segment, hereinafter referred to as "Corporate Companies") for partnerships and collaborations, where the relevant conditions exist, and organization of "Business Meetings", at UniCredit's**

discretion, to facilitate contacts with companies within UniCredit's network and institutional entities operating at national level, with a view to developing industrial, technological, commercial and strategic partnerships with Startups and Innovative SMEs. Such meetings may also take place through dedicated events (in-person or digital) in order to encourage the participation of a greater number of potentially interested Corporate Companies and/or institutional entities and to promote a deeper knowledge of the Startups and Innovative SMEs;

d. **facilitation of internationalization initiatives, where the relevant conditions exist, including through the organization by UniCredit and the partners identified by it from time to time of in-person meetings (in Italy and/or abroad) and/or digital meetings** aimed at developing industrial, technological, commercial and strategic partnerships with Corporate Companies or foreign investors;

e. **the opportunity to participate in UniCredit's annual Startup Academy**, a managerial training program addressed to the 15 best Startups and Innovative SMEs selected according to the criteria described in Article 4 below, during which, through dedicated sessions, the topics of greatest interest for the creation, development and management of a Startup and an Innovative SME are addressed. The Startup Academy shall be carried out within 12 months from the communication of admission to the Platform and the granting of the relevant benefit. UniCredit experts, together with external professionals and testimonials selected from successful scale-ups and companies, will provide their perspectives through dedicated sessions aimed at strengthening the economic and managerial skills of the Startups and Innovative SMEs. The Startup Academy may be organized either through in-person meetings or through digital platforms. Should the Startup Academy be organized through in-person meetings, UniCredit shall also bear the accommodation and travel expenses of one participant only for each of the above-mentioned 15 Startups/Innovative SMEs, up to a maximum amount of EUR 1,500 (one thousand five hundred), provided that such participant attends at least 80% of the scheduled sessions;

f. **access to UniCredit's mentoring program**, which provides for the assignment of a "mentor", selected among UniCredit professionals or established professionals or entrepreneurs belonging to the UniCredit network, with the objective of periodically supporting the Startups and Innovative SMEs to which this benefit is granted and meeting the entrepreneurial team at least four times per year. For the Startup or Innovative SME ranked first in each of the sectors selected by UniCredit, an enhanced mentorship program shall be established involving at least three professionals with different backgrounds dedicated to supporting the specific needs of such Startups and Innovative SMEs;

g. **assignment of a UniCredit Relationship Manager to support the Startups and Innovative SMEs in relation to their banking needs** and provide assistance regarding UniCredit products and services dedicated to newly established businesses and consistent with the entrepreneurial project submitted (e.g. financing supported by the Central Guarantee Fund for Startups and Innovative SMEs). The unquestionable assessment of creditworthiness by UniCredit and compliance with the conditions and requirements set out in its internal regulations for the possible granting of financing, opening of accounts or establishment of other banking relationships shall remain unaffected;

h. **the opportunity to connect with potential investors** (Business Angels, Venture Capital firms, VC Funds, etc.), specifically selected by UniCredit, which may facilitate networking opportunities through dedicated events organized according to arrangements defined from time to time by UniCredit and consistent with its activities;

i. **publication on the UniCredit Start Lab website and appropriate visibility** of the Startup and Innovative SMEs within communications relating to UniCredit and its network, according to arrangements defined from time to time by UniCredit;

j. **the possibility of being selected by one or more Corporate Partners** (market-leading companies belonging to the UniCredit network) willing to support the growth and development path of Startups and Innovative SMEs (for example through mentorship, access to corporate assets, pilot projects, direct investments, etc.).

3 – PARTICIPATION REQUIREMENTS

Participation in the UniCredit Start Lab 2027 Platform is free of charge.

Participation is open both to natural persons (hereinafter the "Applicant(s)") and to legal entities, provided that, in the latter case, an individual designated as the Applicant is identified.

In particular, applications for participation in the UniCredit Start Lab 2027 Platform may be submitted by:

1. natural persons who, on the date of submission of the application, have reached the age of majority and intend to establish a company, within six months from the date of receipt of the communication of admission to the UniCredit Start Lab 2027 Platform, which will operate in the industrial and service sectors and will meet the requirements of an Innovative Startup or Innovative SME;

   or

2. legal entities represented by commercial companies operating in the industrial and service sectors and meeting the requirements of an Innovative Startup or Innovative SME.

Participation in the Platform is prohibited for employees of the UniCredit Group and for persons related to individuals holding positions on the boards of directors or other collegiate bodies (e.g. Board of Statutory Auditors) of UniCredit and of the companies belonging to the Group.

Compliance with the participation requirements does not confer any right to participate in the Platform, to be selected, or to be granted one or more of the benefits provided for under these Rules.

4 – PROCESS AND CRITERIA FOR PARTICIPATION IN THE UNICREDIT START LAB 2027 PLATFORM AND FOR THE POSSIBLE GRANTING OF THE RELATED BENEFITS

Participation in the UniCredit Start Lab 2027 Platform shall be subject to the sole discretion of UniCredit.
More specifically, all entrepreneurial projects received that meet the eligibility requirements set out in Article 3 above shall be evaluated at UniCredit's discretion on the basis of a specifically designed scoring model, which applies a dedicated methodology for the assessment of new entrepreneurial ideas.
In particular, the information provided by the Applicant shall be assessed with reference to the following analysis areas:

- Characteristics of the Entrepreneurial Project;
- Reference Market and Sector;
- Applicant and, in the case of a team, the other team members;
- Quality of the Business Plan provided, including the financial and economic data and projections indicated therein.

For the purpose of assigning a score to each entrepreneurial project, information relating to the Characteristics of the Entrepreneurial Project shall account for 40% of the total score available, information relating to the Reference Market and Sector shall account for 25% of the total score available, information relating to the Applicant and, in the case of a team, the other team members shall account for 20% of the total score available, while information relating to the Quality of the Business Plan and the financial and economic projections shall account for 15% of the total score available.

Startups/Innovative SMEs that, on the basis of the above-mentioned assessment carried out by UniCredit, obtain a score above the minimum threshold identified at UniCredit's discretion shall be admitted to participate in the Platform and shall subsequently be assessed, for the purposes of the possible granting of one or more of the benefits referred to in Article 2 above, at the sole discretion of UniCredit and, as the case may be, of the Evaluation Committees, the Investment Board and the Corporate Partners, as further described below.

In order to verify the requirements of innovation, originality and entrepreneurial talent, the identification of which constitutes the very purpose of the selection process, UniCredit shall establish dedicated sector-specific evaluation committees ("Evaluation Committees") for each of the reference sectors identified by UniCredit itself (1. Life Science, 2. Clean Tech, 3. Digital, 4. Innovative Made in Italy and 5. Impact Innovation). Each Evaluation Committee shall be composed of at least four members selected by UniCredit among experts in the relevant sector (including entrepreneurs, professional investors, managers, technicians, etc.) and shall be responsible for assessing only those Startups and Innovative SMEs admitted to the Platform in accordance with the process described above. UniCredit reserves the right to merge one or more Evaluation Committees should the quality of the projects received not require the establishment of a separate Evaluation Committee for one or more of the reference sectors.

UniCredit shall also establish a cross-sector evaluation committee (the "Investment Board"), composed of at least four members selected by UniCredit among experts in the innovation ecosystem, investors and other qualified individuals. The Investment Board shall assess exclusively those Startups and Innovative SMEs identified by UniCredit, at its sole discretion, among those already evaluated by the Evaluation Committees and considered to be of particular interest due to their growth potential, level of innovation and attractiveness to the investment market.

PROCESS AND CRITERIA FOR THE POSSIBLE GRANTING OF THE BENEFITS REFERRED TO IN ARTICLE 2

The cash grants referred to under **points a)** and **b)** may be awarded at UniCredit's sole discretion following consultation, respectively, with the Evaluation Committees and the Investment Board, and may be granted exclusively to a company already incorporated or incorporated within 6 months from the date of receipt of the communication of admission to the Platform and granting of the relevant benefit. Should the company not be incorporated within the aforementioned time limit, the benefit shall not be granted.

In particular, the benefit referred to under **point a)** (cash grant) may be awarded according to the following mechanism: each entrepreneurial project shall be assigned a score consisting of 50% of UniCredit's discretionary assessment based on its scoring model and 50% of the assessment expressed by the relevant sector Evaluation Committee. Based on the procedure described above, the 3 Startups/Innovative SMEs obtaining the highest scores in each reference sector shall be identified. The cash grant may be awarded to the Startup/Innovative SME obtaining the highest overall score within its reference sector.

The benefit referred to under **point b)** (cash grant) may be awarded according to the following mechanism: each entrepreneurial project selected for assessment by the Investment Board, at UniCredit's sole discretion, from among those already assessed by the Evaluation Committees and deemed to be of particular interest due to its growth potential, level of innovation and attractiveness to the investment market, shall be assigned a score consisting of 50% of UniCredit's discretionary assessment based on its scoring model and 50% of the

assessment expressed by the Investment Board. Based on the procedure described above, the cash grant may be awarded to the Startup/Innovative SME obtaining the highest overall score.

The benefits referred to under **point c)** (support in identifying counterparties), **point d)** (support in internationalization initiatives), **point f)** (mentoring program), **point g)** (Relationship Manager), **point h)** (opportunity to connect with potential investors) and **point i)** (publication on the UniCredit website) may be granted at UniCredit's sole discretion on the basis of its scoring model.

The benefit referred to under **point e)** (Startup Academy) may be awarded according to the following mechanism: each entrepreneurial project shall be assigned a score consisting of 50% of UniCredit's discretionary assessment based on its scoring model and 50% of the assessment expressed by the relevant sector Evaluation Committee. Based on the procedure described above, the 3 Startups/Innovative SMEs obtaining the highest scores in each reference sector shall be identified. The benefit may be granted to each of the 3 Startups/Innovative SMEs that, within their respective reference sector, obtain the highest overall scores.

The benefit referred to under **point j)** (possibility of being selected by one or more Corporate Partners) may be granted at the sole discretion of the Corporate Partners themselves, subject to a favorable opinion expressed by UniCredit at its discretion.

UniCredit reserves the right not to award any of the benefits provided for under these Rules should it consider that none of the entrepreneurial projects possess characteristics adequately aligned with the objectives of the initiative.

The assessments made by UniCredit, the Evaluation Committees, the Investment Board and the Corporate Partners pursuant to these Rules relate to the technical and discretionary merits of the selection process and may not be challenged, except to the extent permitted by law. In all cases, any liability of UniCredit in connection with non-admission to the Platform or the non-granting of any related benefits shall be excluded.

5 – COMMUNICATION OF ADMISSION TO THE UNICREDIT START LAB 2027 PLATFORM AND OF THE POSSIBLE GRANTING OF BENEFITS

Startups and Innovative SMEs admitted to participate in the UniCredit Start Lab 2027 Platform shall receive a specific written communication through which UniCredit shall also notify the possible granting of one or more

benefits. Such communication shall be sent by 31 October 2027. By the same date, Startups and Innovative SMEs not admitted to participate in the Platform shall also receive a specific communication.

Admission to the Platform and the possible granting and maintenance of the related benefits shall, for the entire duration of participation in the Platform, be subject to the following conditions, failing which the relevant admission and/or benefits shall lapse:

a) in the case of an already incorporated company, the effective registration of the company in the special section of the Companies Register reserved for Innovative Startups/Innovative SMEs pursuant to the applicable legislation (or, in the case of a foreign company, in equivalent registers existing in the relevant country), and the absence of insolvency proceedings (or, in the case of a foreign company, as evidenced by documents certifying the absence of equivalent insolvency proceedings);

b) in the case of a company not yet incorporated, the effective incorporation of the company (if established in Italy, evidenced by its regular registration in the special section of the Companies Register referred to above) within six months from the date of receipt of the communication of admission to the UniCredit Start Lab 2027 Platform.

6 – PROCEDURE AND DEADLINE FOR SUBMISSION OF APPLICATIONS

In order to apply for participation in the UniCredit Start Lab 2027 Platform, applicants must develop and submit an entrepreneurial project relating to original initiatives with a high degree of innovation. To this end, the Applicant shall complete and submit, in accordance with the procedures indicated on the online application platform, by **18:00 CET on April 1, 2027**, the following documentation:

a. Application Form;
b. Complete Business Plan of the Entrepreneurial Project;
c. Privacy Notice regarding the processing of personal data and acknowledgement thereof.

The application must also be accompanied by:

1) A biography of the Applicant and, in the case of a team, of the other team members, including academic background and professional experience (mandatory);

2) Executive Summary of the Entrepreneurial Project (optional);

3) A presentation video/pitch of the Applicants and the entrepreneurial idea, with a maximum duration of 2 minutes (optional).

For the purposes of participation in the selection process for the Platform, no special categories of personal data (e.g. data revealing racial or ethnic origin, political opinions or health status), as referred to in Article 9 of

Regulation (EU) 2016/679 ("GDPR"), nor personal data relating to criminal convictions and offences, as referred to in Article 10 of the GDPR, shall be provided. Should any such data be provided, it shall under no circumstances be used by UniCredit and shall be deleted immediately.

The Applicant shall also have provided the other members of the team with information regarding the processing of personal data carried out by UniCredit and obtained their authorization to provide their personal data to UniCredit solely for the purpose of enabling participation in the selection process for the UniCredit Start Lab 2027 Platform, holding UniCredit harmless from any claim or dispute in this respect.

In the case of an already incorporated company, the application must also be accompanied by:

a) a descriptive presentation of the company (optional);
b) a certificate of registration in the special section of the Companies Register reserved for Innovative Startups/Innovative SMEs (mandatory);
c) a declaration confirming that the company is not subject to insolvency proceedings (mandatory);
d) the company logo in JPEG format (mandatory).

UniCredit reserves the right, at any time, including after the communication of admission, to request additional documentation, clarifications and further checks regarding the participation requirements and the information provided. It is understood that a negative outcome of such checks may result in exclusion from the Platform and forfeiture of any benefits that may have been granted.

In the event of difficulties in accessing the Platform, a report may be submitted to the following email address: unicreditstarlab@unicredit.eu, and UniCredit shall provide further instructions to enable submission of the application. In any event, UniCredit shall not be liable for malfunctions, interruptions or unavailability of the Platform arising from causes beyond its control.

7 – OWNERSHIP OF ENTREPRENEURIAL PROJECTS

The Startup/Innovative SME submitting the application declares and warrants that it is the owner of, or otherwise has full and lawful availability, under any title whatsoever, of all intellectual and industrial property rights, as well as any other rights, authorizations, licenses or consents necessary for the purposes of:
a) submitting the application for participation;
b) participating in the Platform;
c) presenting and developing the entrepreneurial project within the framework of the initiative;
d) transmitting and allowing the use, in accordance with these Rules, of the documentation and materials provided to UniCredit.

Should the entrepreneurial project, the documentation or the materials submitted include contributions, works, inventions, software, databases, trademarks, distinctive signs, images or other elements belonging, in whole or in part, to shareholders, directors, employees, collaborators, consultants, suppliers or other third parties, the Startup or Innovative SME declares and warrants that it has previously obtained all rights, authorizations, licenses and consents necessary for their use within the framework of the initiative and for the purposes set out in these Rules.

The Startup/Innovative SME further declares that, to the best of its knowledge, the presentation and use of the entrepreneurial project, the documentation and the materials submitted to UniCredit do not infringe any intellectual or industrial property rights, personality rights, confidentiality obligations or other third-party rights, and are not subject to claims, disputes or proceedings that may affect their use within the framework of the initiative.

The Startup/Innovative SME undertakes to promptly inform UniCredit of any claim, dispute or circumstance arising in relation to the ownership, availability or use of the aforementioned rights and materials that may affect participation in the Platform.

Submission of the application and participation in the Platform shall not entail any assignment or transfer to UniCredit of ownership of the entrepreneurial project or of the related intellectual and industrial property rights, which shall remain vested in their respective owners.

The Startup/Innovative SME authorizes UniCredit to use the documentation and materials submitted to the extent strictly necessary for:
a) managing the application;
b) verifying the eligibility requirements;
c) evaluating and selecting the Startups/Innovative SMEs;
d) organizing and carrying out the initiative;
e) managing the benefits provided for under these Rules.

Without prejudice to the ownership of the rights remaining with their respective owners, each Startup/Innovative SME admitted to participate in the Platform grants UniCredit, free of charge and on a non-exclusive basis, for the duration of its participation in the Platform and thereafter, the right to use, reproduce, publish, communicate to the public and disseminate, through its internal and external communication channels:
a) the name, trade name and logo of the Startup/Innovative SME;
b) the name and non-confidential description of the entrepreneurial project;
c) images, photographs, videos and statements collected or produced in connection with the activities of the initiative, subject to obtaining any necessary authorizations;
d) non-confidential extracts from materials submitted or produced within the framework of the initiative.

Such authorization is granted exclusively for the purposes of organizing, promoting, communicating and reporting on the initiative and the activities related thereto and shall not entitle UniCredit to use or commercially exploit the entrepreneurial project, the related solutions or the related know-how.

For the same purposes, UniCredit may make use of its employees, collaborators, consultants, agencies, suppliers and partners involved in the organization or communication of the initiative, provided that the materials are used on behalf of UniCredit, within the limits of this authorization and in compliance with the applicable confidentiality obligations.

UniCredit may make purely technical, graphic or editorial adaptations to the materials where necessary for their publication and dissemination, provided that their substantive content is not altered and that the image or rights of the Startup or Innovative SME and the other interested parties are not prejudiced.

The Startup/Innovative SME shall expressly identify, at the time of submission, any information and materials that it considers confidential or that constitute trade secrets. UniCredit shall not publish, communicate or disclose such information and materials, except to the extent strictly necessary for the evaluation of the application and the implementation of the initiative, in compliance with the confidentiality obligations set out in these Rules.

The Startup/Innovative SME undertakes to indemnify and hold harmless UniCredit against any claims or actions brought by third parties in relation to a breach of the representations and warranties set out in this Article, to the extent that such claims or actions arise from information, documents or materials supplied by the Startup/Innovative SME, save where the claim results from a use by UniCredit that is not consistent with the purposes or limits set out in these Rules.

8 – DURATION OF PARTICIPATION IN THE UNICREDIT START LAB 2027 PLATFORM

Participation in the UniCredit Start Lab 2027 Platform shall last for 12 months from the date on which the Startup/Innovative SME receives the communication confirming its admission to the Platform. Any benefits that may have been granted, including the mentoring program and the annual Startup Academy, shall also terminate by the same deadline. UniCredit reserves the right to involve the Startup/Innovative SME, subject to verification of its interest, in initiatives related to the Platform even after the expiry of the 12-month period, without this constituting a renewal or extension of the initiative governed by these Rules, nor creating any rights or legitimate expectations on the part of the Startup/Innovative SME.

In any event, UniCredit reserves the right, at any time and at its sole discretion, to exclude from participation in the Platform and from any benefits granted thereunder any Startups and Innovative SMEs that adopt conduct contrary to the spirit of the initiative or cease to develop the entrepreneurial project as submitted pursuant to

Article 6 and evaluated pursuant to Article 4 of these Rules (including, by way of example and without limitation: (i) a change in the company's corporate purpose towards activities/sectors not accepted by UniCredit, such as animal testing, armaments, gambling, nuclear energy, pesticides and tobacco; (ii) changes to the team structure that may hinder the development of the entrepreneurial project; (iii) an unforeseen and significant extension of the project implementation timeline compared to the original schedule; etc.).

9 – CONFIDENTIALITY AND PROCESSING OF PERSONAL DATA

Except as provided in the following paragraph, UniCredit undertakes to keep confidential and not disclose to third parties, other than its employees, corporate officers, collaborators and the parties referred to in these Rules, such as the members of the Evaluation Committees/Investment Board and the Corporate Partners, to whom disclosure is necessary for the performance of the activities envisaged by these Rules, nor to use, directly or indirectly, for purposes not strictly connected with the implementation of the UniCredit Start Lab 2027 Platform, the related communication activities and UniCredit's mentoring activities, any information, data and documentation relating to the participants and the entrepreneurial projects submitted of which it becomes aware during the organization and implementation of the initiative.

During the various phases of implementation of the UniCredit Start Lab 2027 Platform, UniCredit may make use of the collaboration of specific partners. In such cases, the communication of personal data and information and/or information relating to the proposed entrepreneurial projects to such partners may take place exclusively for purposes connected with the preparation and organization of initiatives or activities that constitute an integral part of the UniCredit Start Lab 2027 Platform (delivery of the Startup Academy, implementation of the mentoring program, organization of business meetings, etc.).

In relation to the foregoing, UniCredit shall be responsible for informing the above-mentioned partners of the confidential nature of the information and for obtaining, in its own exclusive interest, appropriate confidentiality commitments from them, including acknowledgement of liability for any damages resulting from a breach of such commitments.

The Applicant and any members of a team therefore acknowledge and agree that, under no circumstances, may UniCredit be held liable for any claim, damage, whether direct or indirect, or consequence arising from the improper use of information by the above-mentioned partners.

The personal data provided for participation in the UniCredit Start Lab 2027 Platform shall be processed by UniCredit solely for the purposes set out in these Rules and for the period strictly necessary to achieve those purposes. Such data may also be processed by the partners acting as independent Data Controllers, each within the scope of its respective activities and responsibilities, in accordance with the Privacy Notice provided pursuant to the GDPR.

10 – INFORMATION

Further information and clarifications may be requested by sending an email to unicreditstartlab@unicredit.eu

11 – PARTICIPANTS' OBLIGATIONS

Participation in the UniCredit Start Lab 2027 Platform implies the full and unconditional acceptance of the provisions set out in these Rules. UniCredit reserves the right to amend, suspend, extend or terminate the Platform, in whole or in part, at any time, for organizational, operational, regulatory or business reasons, without giving rise to any right, compensation or claim on the part of the participants.

In the event of amendments to these Rules, the Startups and Innovative SMEs acknowledge and accept that the amended Rules shall become effective and binding upon them from the date of publication on the website www.unicreditstartlab.eu, without prejudice to their right to withdraw from participation in the UniCredit Start Lab 2027 Platform.