

Financial Instruments Section for risk capital of FARE Lazio Fund of Funds

Axis III – Competitiveness

Action 3.6.4 - *"Contribution to the development of risk capital funds market for start-ups in the pre-seeds, seed and early stage phases", and*

Action 3.5.1 - *"Interventions to support the creation of new businesses via direct incentives, and by the provision of services, and by means of microfinance interventions [...]"*

Axis I – Research and innovation

Action 1.4.1 – *"Support for the creation and consolidation of innovative start-ups which intensively apply knowledge, and for spin-off research initiatives in areas in line with the Strategies for intelligent specialization [also via the promotion of pre-seed and seed phases, and via venture capital instruments]"*

PUBLIC INVITATION

to present an investment proposal in supervised vehicles

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Article 1 – Main applicable regulations and definitions

1. The relevant regulatory context of the present call to present investment proposals (“Invitation”) in supervised vehicles, is deriving from Dir. 2011/61/EU on Alternative Investment Fund Managers (the so-called AIFM Directive). Therefore, the investment proposals must come from authorized or registered bodies, under the terms of the aforementioned directive (the so called GEFIA UE), that set up or intend to set up an investment vehicle having the characteristics as described in the present Invitation. Also proposals coming from entities planning the establishment of a supervised intermediary, proving the establishment procedure will be concluded within a reasonable time, shall be taken into consideration.

2. With reference to the type of Admissible Businesses and related Admissible Investment Instruments, under the terms of article 5 of the present Invitation, the regulatory context is also from “Fondi SIE” Regulation and Measures for Aid for Risk Financing. The Cofinanced Vehicles must guarantee, while using LAZIO Venture’s resources, to abide by the system of the aforementioned obligations, the relevant reports and book-keeping duties.

3. All regulatory references contained in the present Invitation are validly extended to any subsequent modifications, substitutions or integrations, without prejudice to the “tempus regit actum” principle.

4. With regard to the sector-specific terminology reported in lowercase (as, for example, *grace period, irr, fees, carried interest, commitment*), reference is made to the commonly accepted meaning in the Italian and international practice and, for the related definitions, it is necessary to refer to those of AIFI - Associazione Italiana Investitori di *Venture Capital e Private Equity* and of *Invest Europe* (as detailed on www.aifi.it and www.investeurope.eu).

Article 2 – Objectives, purposes and contents of the Invitation

1. Lazio Innova S.p.A. (hereinafter “Lazio Innova”), an in-house providing company operated by Lazio Region, is the body which operates the Fare Lazio Fund of Funds set up as part of the Lazio Region’s 2014-2020 POR.

2. Lazio Venture, section of Fare Lazio dedicated to the Measures for Aid for Risk Financing, has the aim of developing the market of venture capital private operators so that they invest structurally in the risk capital of start-ups and SMEs, which operate, or intend to operate, in Lazio to support their entrepreneurial development programmes, by giving incentives to the permanent and stable presence of the aforementioned private operators in accordance with the Fondi SIE Regulation.

3. To this end, LAZIO Venture, in accordance with the manner as provided in the present Invitation, invests in minority quotas in Cofinanced Vehicles (VC) - directly or via Parallel Funds as specified in the following article 7 of the present Invitation - thereby associating with the level of each VC the necessary private capital in the ratio of 4 Euros (40%) for every 6 Lazio Venture public-sector Euros (60%), that will have to be invested in Admissible Businesses, subsequently regarding, in the present Invitation, these 10 Euros invested as “Lazio Section”. The aforementioned co-investment ratio (4 private sector Euros for every 6 public sector Euros) must also be maintained in the follow-ons, except for any redetermination of the aforementioned ratio in the case, at the time of follow-on, Admissible Businesses made their first commercial sale more than 7 years previously (in this case, without prejudice to the provisions of article 5, paragraph 2, (a) iii), the co-investment ratio must be equal to 6 private sector Euros for every 4 public sector Euros).

4. In order to attract complementary resources from private investors, the Investment Committee, which is entitled to make all the investment, disinvestment and extraordinary management decisions of LAZIO Venture, as better defined in the following article 6, can grant private investors in Cofinanced Vehicles (in the case of a Parallel Fund, to the Main Fund) a preferential division of the profits which would

otherwise be due to LAZIO Venture, as stated in VexA CR, and in any event insofar as such profits are actually realized and distributable.

5. Furthermore, in order to help the Cofinanced Vehicles to become established in their local area, and to achieve the investment objectives of “Lazio Section”, still as stated in VexA CR, a non-repayable contribution may be paid out, directly or indirectly, to Cofinanced Vehicles, in accordance with the manner and limits as stated in the following article 10, up to 50% of the expenses paid to boost exploration activities in the regional area, on the basis of a specific programme, including over more than one year.

6. In consideration of the fact that the “Fondi SIE” Regulation establishes that the Investors, at the moment of the signing of the VC Financing Accord, must have: (i) the authorizations to conduct investment activity as per the terms of national and European law, (ii) adequate economic and financial reliability and (iii) adequate ability of implementing the financial instrument, including an organizational structure and a governance context able to provide the necessary guarantees (article 7 (a), (b) and (c) of the RGE 480), Lazio Innova intends to address, as indeed it does, exclusively to vehicles subjected to prudential supervision envisaged under the Financial Markets Regulation, as specified in more detail below (article 4 of the present Invitation).

7. Through the present invitation, therefore, Lazio Innova intends to collect investment proposals in VC, including those being in the process of being set up, on the basis of which the Investment Committee of Lazio Venture, by means of the criteria and the procedure under the following article 12, will select those to invest in, having full autonomy in decisions and operating in line with the principles of commercial management, inclination towards profit, competitiveness, transparency, full participation, proportionality and non-discrimination and by means of procedures, able to prevent conflicts of interest, or a potential conflict, in particular with Correlated Parties.

8. To this end, the Investment Committee will commence a competitive and functional dialogue with the proposers, according to the spirit of the provisions of art. 62 of D.Lgs. n. 50/2016, in order to negotiate and define with one or more proposers, on the basis of the investment proposals submitted, all the investment conditions defined to meet Lazio Venture investment needs in Admissible Businesses through Admissible Investment Instruments, taking into account the relate restrictions that the Cofinanced Vehicles will have to comply with.

9. Lazio Innova, which will possess all Lazio Venture's legal relations with third parties, will sign, after the public selection of the Cofinanced Vehicles by the Investment Committee under the present Invitation, the related VC Financing Accords at market conditions and at the same conditions as the private investors of these Cofinanced Vehicles, except for any asymmetrical division of profits recognised by the Investment Committee, on the basis of the submitted proposals in accordance with the provisions of the following article 9.

Article 3 – Lazio Venture endowed funds and its duration

1. The Initial endowed funds of LAZIO Venture under the present Invitation, amounts to 36.000.000,00 Euros (thirty-six millions/00).
2. This amount may be increased by Lazio Innova, also after the Invitation has been opened, on the basis of the submitted proposals, up to 56.000.000,00 Euros (fifty-six millions/00).
3. A separate and further 2.4 million Euros are made available as aid for exploration costs, for the partial cover of the non-repayable costs referred to in article 10 below.
4. The duration of LAZIO Venture is up until 31 December 2030, unless an extension is granted by the POR Management Authority with its own administrative measure.
5. The duration of each Cofinanced Vehicle, which can not exceed the duration of LAZIO Venture, is divided into the following two sub-periods:
 - a) VC investment period: up to 31 December 2023 or by the previous date as provided in the VC, during which the Cofinanced Vehicles will be able to make investments (referred to as Disbursements) in favour of Admissible Businesses with the resources of Sezione Lazio;
 - b) VC divestment period: from the day after the termination date of the investment period, and then at the latest from 1 January 2024, until the end as provided by each VC, but not later than 30 December 2030, during which the Cofinanced Vehicles:
 - i. will not be able to make new investments (referred to as Disbursements) on the resources of LAZIO Venture in Admissible Businesses which have not been invested in;
 - ii. may make further investments in Admissible Businesses (referred to as Disbursements) with the resources of the LAZIO Section, only when they have already been invested in (follow-on) and this possibility has been provided for in the VC Financing Accord, with the manner and limits provided for therein;

iii. may freely make any follow-on investments, even without LAZIO Venture, in the cases provided by the VC Financing Accord, in accordance with the following articles 7, 8 and 12 of the present Invitation.

Article 4 – Admissible Vehicles

1. The investments by LAZIO Venture relate exclusively to financial instruments for participation in FIA (Alternative Investment Funds) as defined in the TUF at art. 1, paragraph 1, (m), which may be common investment funds or incorporated investment funds (SICAF), including FIA UE (Alternative Investment Funds), as defined in the TUF at art. 1, paragraph 1, (m/5), specialized in equity or quasi-equity investments in businesses that are not listed in regulated and authorized markets under the Financial Markets Regulation (“Admissible Vehicles”).

2. The Admissible Vehicles and their Operators may already be established, or be in the process of being set up at the time when the investment opportunity is submitted, provided that the constitution and the obtaining of the necessary authorizations under the Financial Markets Regulation, are necessary conditions to complete the investment of LAZIO Venture.

3. In case of Admissible Vehicles existing at the time when the investment proposal is submitted, the characteristics defined in the present Invitation must be already included in the relevant establishment document, or the Operator will have to be available to negotiate an amendment of the aforementioned document with LAZIO Venture, in order to make it consistent with the characteristics as described in the present Invitation.

4. Lazio Venture’s investments can be made directly in the Admissible Vehicle, in case the VC:

a) invest exclusively in Admissible Businesses of Lazio (namely an Exclusively Dedicated to Lazio Vehicle); or

b) have a Total Commitment no greater than 2.5 times the commitment of LAZIO Venture (namely a Mainly Dedicated to Lazio Vehicle).

5. In cases others than those provided for in points a) and b) of the previous paragraph, LAZIO Venture investments can be made exclusively through the establishment of a Parallel Fund.

6. The Admissible Vehicles and their Operators must not be in the central database of exclusion set up and managed by the European Commission pursuant to Regulation (EC, Euratom) n. 1302/2008.

7. The actual entering into the VC Financing Accord is also conditional upon a check being made on the ability of the Cofinanced Vehicle Operators to contract with the Public Administration.

Article 5 - “Lazio Section”: Admissible Businesses and Admissible Investment Instruments

1. The investments by the Lazio Section of the Cofinanced Vehicles must relate exclusively to Admissible Businesses and be made exclusively through Admissible Investment Instruments.

2. “Admissible Businesses” are regarded as those businesses which, at the time when the investment has been made by the Cofinanced Vehicle (referred to as Disbursements), have, cumulatively, the following requisites:

a) being Small and Medium-Sized Enterprises (SMEs), also not yet established at the moment when the investment proposal is submitted to the VC, not listed in a regulated market (except for alternative platforms for negotiation) and which meet at least one of the following conditions, under the terms of article 21, paragraph 5, (a) and (b), of the RGE:

i. they have not operated in any market;

ii. they have operated in any market for less than 7 years since their “first commercial sale”, as defined by point n. 75 of article 2 of the RGE, that is to say - regarding the substantial and not merely formal aspects, and therefore also arising from extraordinary corporate transactions or the acquisition of commercial goodwill - as the first commercial sale made by a company in a product or services market, except for limited sales and sales aimed at testing the market; or

iii. they have made their first commercial sale more than 7 years previously, but only when:

- they have already been invested in by the Cofinanced Vehicle, and therefore the further investment can be configured as follow-on from an original investment made by the Cofinanced Vehicle; and

- the aforementioned follow-on was expressly envisaged by the Admissible Business business plan initially assessed by the decision-making body of the Cofinanced vehicle, and

- the company invested in has not become a Large Business under the provisions of the RGE, as a result of extraordinary company operations (acquisitions, mergers or comparable operations).

b) have at least one operational base in Lazio (in the case the base is not already present at the time of the investment proposal submission by the Admissible Business to the VC, it is necessary that the opening is envisaged in the business plan submitted by the Admissible Business) and envisage, on the basis of the business plan to be invested in, that most of their activities – to be developed on the basis of the investment – are conducted in Lazio and, in particular, that the majority of new employees are hired and employed at local operational units in Lazio, taking into consideration the development needs of the company and, therefore, the advisable presences, both in Italy and abroad as established in the business plan.

c) are defined ad businesses in difficulty, under the terms of point 18, article 2, RGE;

d) do not operate, nor do intend operate, in the excluded sectors of aquaculture and fishing, primary production of agricultural products, processing and marketing of agricultural products referred to in paragraph 3 (a), (b), (c) of article 1 of the RGE, with the details provided therein;

e) do not operate, nor do intend to operate, in the following sectors:

i. illicit economic activities: any production, commerce or other activity which are illicit under Italian legislation, or regulations applying to such production, commerce or activity.

ii. production and sale of tobacco and distilled alcoholic drinks and related products. The aforementioned exclusion is not applied if these activities are conducted in conjunction with others that are not excluded.

iii. financing of manufacturing and commerce in arms and munitions of all sorts. The aforementioned exclusion is not applied if the project is aimed exclusively at civil applications.

iiii. gambling and pornography.

iv. activities which are part of the IT sector: research, development or technical applications relating to programmes or electronic solutions (A) specifically designed to support: (a) any kind of activity which falls within the excluded sectors as listed above; (b) gambling on the Internet, and on-line gambling houses or (B) designed to allow: (a) illegal access to electronic data networks or (b) illegally downloading electronic data.

vi. activities in the sector of life sciences when the support involves financing for research, development or technical applications relating to human cloning for the purposes of research or medical treatment.

3. The investments by the Sezione Lazio of the Cofinanced Vehicles in Admissible Businesses must be made exclusively through “Admissible investment Instruments” in:

a) equity: meaning the bestowing of capital on a business, which is invested in directly, in return for ownership of a corresponding quota in that same business (point 74, article 2 of RGE) also as an extra charge;

b. quasi-equity: meaning a type of financing which occupies a position between equity and debt and has a higher senior debt risk, and a lower risk as regards primary capital (common equity), the yield of which, for the person who holds it, is based mainly on the profits or losses of the recipient business, and is not guaranteed in the event that the business performs poorly (point 66, article 2 of RGE). The investments in quasi-equity can be structured as debt, not guaranteed and subordinate, including mezzanine debt, and, in some instances, debt convertible into equity, or as preferred capital (preferred equity).

4. The investments by the Lazio Section of the Cofinanced Vehicles in Admissible Businesses must abide by all the following rules:

a) must be made by subscribing to new-issue financial instruments and, therefore, by paying new finance into the Admissible Businesses; as an exception to the aforementioned principle, the purchase of existing shares or quotas from a previous investor or shareholder is allowed, up to a maximum of 25% related to the individual investment for each Admissible Businesses.

b) must be made after the VC Finance Accord has been entered into;

c) must not exceed (including the initial investment and the follow-ons) the maximum threshold of 15.000.000,00 Euros (fifteen millions/00) for each Admissible Business;

d) must not be made in the form of debt;

e) must not consist in mere financing of liabilities of the Admissible Business;

f) must not consist in buy out operations.

Article 6 - General conditions of investments in Admissible Vehicles

1. LAZIO Venture invests in Cofinanced Vehicles at the following further conditions:

a) LAZIO Venture may not subscribe to most of the Commitment of the Cofinanced Vehicle (should the investment proposal envisage the establishment of a Parallel

Fund, the status of minority investor will be assessed by considering the aggregate between the main fund and the parallel fund);

b) the Commitment of LAZIO Venture for each Cofinanced Vehicle cannot be less than 5.000.000,00 Euros (five million/00) and may not exceed the total resources made available in the present Invitation;

c) the Operators of the Cofinanced Vehicle must include, in their audit procedures, a check on abidance by the obligations envisaged by the present Invitation and must comply with the book-keeping and information standards provided for by the Fondi SIE Regulation, as better specified in the following article 14;

d) LAZIO Venture does not request the right to nominate its representatives on management bodies;

e) LAZIO Venture has the right to nominate, with the same rules and limits envisaged for the other participants in Cofinanced Vehicles, its representatives on advisory boards or comparable bodies (such as advisory board, conflicts and guidelines committee);

f) the Cofinanced Vehicle may invest the resources which do not come under Lazio Section without any obligation in terms of size, strategy or destination, although there is a ban, also for this part, on investing in businesses which operate in “non-ethical sectors” as defined in the previous article 5.

2. LAZIO Venture may apply a preferential remuneration toward the private investors of the Cofinanced Vehicles (in the case of a Parallel Fund, to the Main Fund) which would otherwise be due to LAZIO Venture, and in any event insofar as such profits are actually realized and distributable.

a) In particular, the Investment Committee of LAZIO Venture is required, in the presence of an express request, to negotiate the minimum necessary preferential division of profits. In determining the aforementioned division, it must take into account the fact that, as represented in the VexA CR, at the time of looking to the market, in consideration of the objectives connected to implementation of the measure and the associated restrictions, the advisability was perceived to make provision for a preferential division of at least the first 5% (five per cent) of the amount subscribed by LAZIO Venture. For this reason, in determining the remuneration system of the Investment Committee, a mechanism was introduced designed to sterilize the impact of the aforementioned first 5% on the remuneration of the Committee itself.

b) Preferential profit-sharing exceeding the aforementioned 5%, has an impact on the basis for calculating the financial performance fee which is due to the Investment Committee. Since the Investment Committee's financial performance fee has maximum ceilings ("caps"), any preferential sharing out of the profits that are provided anticipated following the achievement of very high results, do have a decreasing impact on the remuneration of the Investment Committee.

Article 7 – Admissible Vehicles not exclusively or mainly dedicated to Lazio: Parallel Fund

1. In the case of Admissible Vehicles which are not exclusively dedicated to Lazio Vehicles nor mainly dedicated to Lazio Vehicles, the investment of LAZIO Venture may be made exclusively through the establishment of a Parallel Fund with the following characteristics:

a) The Parallel Fund must be managed by the same Operator managing the Admissible Vehicle which presents the investment proposal (Main Fund).

b) The replacement of the Parallel Fund Manager represents a case of substitution of the Main Fund Operator, without prejudice to the provisions of the previous point.

c) The Parallel Fund shall have one class of quotas dedicated to LAZIO Venture, a subscription period lasting 3 months, and there will be only one closing; it is possible to make provision for a further class of quotas: (i) for the Operator which will have to invest in the Parallel Fund in the same proportion as the one the Operator invests in the Main Fund; (ii) for the Main Fund or/and the Operator for the purposes of the remuneration of the carried interest, which, as in the case of operating commissions, must be equal to that envisaged for the Main Fund; (iii) for the Main Fund, for the purposes of the recognition of any preferential division of profits.

d) The Parallel Fund must be involved by the Main Fund in all the operations which meet the requisites of Lazio Section (until the resources are used up and except for the case of failure to pay, in the provided terms, of the aforementioned quotas), abiding by the co-investment ratio under the following (g).

e) The Parallel Fund may only invest in Admissible Businesses and using the Admissible Investment Instruments ("Lazio Section"), in according with the previous article 5, barring an express and contrary decision by the assembly of participants, in consideration of changed conditions, such as, for example, variations in the relevant regulations.

f) The size of the Parallel Fund amounts to percentage of 150% of the portion of the Main Fund destined for Lazio Section; in case an aid to exploration costs under the following article 10, is given, the Main Fund will have to bind the resources of the Main Fund corresponding to the Lazio Section for the entire duration of the program to which the exploration costs covered by the aid relate, and for the following 6 months (six).

g) The co-investment ratio (4 private sector Euros for every 6 public sector Euros) must also be respected in case of initial investment and must be also maintained in the follow-ons, except for the redetermination of the aforementioned ratio in case, at the time of follow-on, businesses invested in have made their first commercial sale more than 7 years previously, without prejudice to the provisions of article 5, paragraph 2, (a) (iii) (in this case, the co-investment ratio must be equal to 6 private sector Euros for every 4 public sector Euros). The co-investment ratio in the follow-ons may also be revised if the Parallel Fund has terminated its own resource on investments; in this case the Main Fund may carry the entire portion of follow-on by subscribing the pro-quota of the Parallel Fund.

h) The investment period of the parallel fund ends on 31 December 2023 or, if early, ends at the same time as the Main Fund. At the end of the investment period, the participants to the Parallel Fund, may deliberate the maximum amount of follow-on investments which may be made from that moment on or they may decide that requests for payments can no longer be made unless for the purposes of financing the operating commission, and to cover the spending by the Fund; in this case any investments of follow-on may be made by the Main Fund without potential conflicting interests.

i) The Parallel Fund Regulation will guarantee to LAZIO Venture the possibility that the investment period will be interrupted before the end, in the following cases:

- prolonged inactivity: if no investment has been made within 18 (eighteen) months from the closing, the Parallel Fund may be placed in early liquidation;

- failure to invest in Admissible Businesses, by and no later than 31 December 2022, at least 40% of the endowed funds of the Parallel Fund; in this case LAZIO Venture has the right to decide whether continue or not to invest in the follow-ons, without prejudice to the possibility of these being carried out by the Parallel Fund, in which case no potential conflict of interests will arise. Should LAZIO Venture decide to interrupt the period of investment in cases different from those as listed above, or in any event as provided for the Main Fund, the Operator is paid an amount equal to 6 monthly payments of the operating commission.

j) The Parallel Fund will have its own Regulations governing the points listed above; as for the remaining conditions and safeguards, it will be aligned with the Regulations of the Main Fund.

Article 8 – Admissible Vehicles exclusively or mainly dedicated to Lazio

1. In case of Admissible Vehicles exclusively dedicated to Lazio or mainly dedicated to Lazio, there is no obligatory provision for the establishment of a Parallel Fund.
2. As for the aforementioned Vehicles, LAZIO Venture will request - in addition to the ordinary provisions in the event of prolonged inactivity or unsatisfactory investment activity – a specific provision to manage the case of failure to invest, by and no later than 31 December 2022, at least 40% (forty per cent) of Lazio Section and, by and no later than 31 December 2023, at least 55% (fifty-five per cent) of the aforementioned Lazio Section.
3. Any investment proposals, which do not expressly contemplate abidance by this requirement, will not be taken into consideration.

Article 9 – Contents of the investment proposal

1. Entities wishing to apply under the present Invitation must submit an investment proposal, with the manner and the timing provided for in the following article 16, containing the following minimum documentation:
 - a) Due Diligence Package, drawn up in accordance with international standards;
 - b) Termsheet of the establishing documents of the Admissible Vehicle in which it is proposed to Lazio Venture to invest, which may also include the proposal related to the asymmetrical division of profits;
 - c) the main terms of the VC Finance Accord (they may be presented in the form of a subscription agreement), in case the proposal makes provision for the investment of Lazio Venture in the Admissible Vehicle, must be made after the time the proposal is accepted by LAZIO Venture;
 - d) a Side Letter proposal which the proposer entity would accept to grant to LAZIO Venture, that provides the consequences of any breach of the commitments undertaken as a result of the investment of LAZIO Venture;
 - e) the exploration programme description, according to the following article 10, and the related request for a contribution.

2. The investment proposal, in any case, must allow the Investment Committee to carry out its evaluation on the elements under the following article 12 of the present Invitation.
3. The proposer undertakes to keep the proposal investment firm for 180 days from the expiring date for submitting the investment proposal.
4. The investment proposal must be signed by the legal representative of the proposer or by the special attorney (or assimilable) provided with all the necessary powers, as demonstrated by appropriate documentation; failure to comply will result in the exclusion of the proposer from the procedure.
5. The amounts relating to the investment proposal, must be indicated in figures and in letters, with a maximum of two decimal places.
6. In case of discordance between the amount indicated in figures and the amount indicated in letters, the most favourable amount to LAZIO Venture will be taken into account.
7. The investment proposal, with any tabular elements, must be presented in a document with the maximum size of n. 30 (thirty) folders, on single-page A4 sheets, Times New Roman 10 character, with a progressive and unambiguous numbering of pages.

Article 10 – Contributions to exploration costs

1. Also in order to help the Cofinanced Vehicles to become established in their local area, and to achieve the investment objectives of “Lazio Section” of the individual Cofinanced Vehicle, a non-repayable contribution may be made, under the provisions of article 24 of the RGE, to boost exploring activities in the regional area.
2. This contribution may be paid out by Lazio Innova on the basis of a programme to reinforce exploring activities in the regional area, including over more than one year, presented by the Admissible Vehicle, together with the investment proposal, which should include a plan of costs and activities such as to allow the evaluate of its effectiveness, pertinence and congruity.
3. The contribution eventually paid out will be disbursed on the basis of special accounting documentation, to the amount of 50% (fifty per cent) of the expenses paid, and up to a maximum of 5% of the Commitment of LAZIO Venture.
4. The amount of the aforementioned contribution shall be reduced by the amount of any quota requested and paid by LAZIO Venture, along with the other investors, to cover the costs of exploration in the regional area, in order to avoid that the

intensity of help (referred to as the total resources of public sector to cover the costs) exceed 50%. In case the programme to reinforce exploring activities is approved and, therefore, the contribution paid out, the Operator must guarantee, for the entire duration of the aforementioned programme and also for the following 6 (six) months, the availability of the necessary resources in order to make the investments of Lazio Section.

5. The expenses made admissible as contribution, must be closely ascribable to exploration activities. The legal and administrative costs associated with the investment activity are excluded.

Article 11- Investment Committee

1. The Investment Committee is a collegiate organ composed of a team of three members experienced in the risk capital of SMEs and in investments in risk capital funds – independent from Lazio Innova and Lazio Region – chosen by means of an open, transparent, competitive, non discriminatory and aimed to maximum participation, through the present Invitation, published on the Bollettino Ufficiale della Regione Lazio n. 41 on 23/05/2017 (Lazio Region Official Bulletin – BURL) and on the www.lazioinnova.it (Section “Fornitori, avvisi e gare” sub “Ricerca di personale qualificato”) and www.lazioeuropa.it (Section “bandi”) websites.

2. The Investment Committee has exclusive competence over the evaluation of merit and over the relevant investment decisions of LAZIO Venture in the selected Admissible Vehicles; it has also exclusive competence over the divestment decisions and the managing by LAZIO Venture in the Cofinanced Vehicles.

3. The Investment Committee remuneration is established to a dominant extent on a variable basis in the form of a performance fee, subdivided into an *impact performance fee* and a *financial performance fee*, connected respectively to the results in terms of direct and indirect impact on the area of Lazio Region, and to the financial results of FARE Venture.

4. The Investment Committee, when selecting the Admissible Vehicles to invest in, shall operate - having full autonomy in decisions - in line with the principles of commercial management and inclination towards profit under article 21, paragraphs 14 and 15, of the RGE, and according to the guidelines and for the pursuance of the strategic objectives as set out at point 16 of the Preamble of the public call for the selection of the Investment Committee members, and also in line with the competitiveness, transparency, full participation, proportionality and non-discrimination principles.

5. The Investment Committee shall, furthermore, express its opinion as regards the usefulness of bestowing on the Cofinanced Vehicles the non-repayable contributions over the exploration costs as per the previous art. 10. The bestowal will be formalized with a special act of Lazio Innova.

6. The Investment Committee, while making decisions on investment, management, and divestment, with the technical and legal support of Lazio Innova, shall ensure that all the obligations entered into by Lazio Innova (which possesses juridical relations relating to investments) are consistent and compatible with regulations regarding the use of European and regional resources destined to LAZIO Venture.

7. The Investment Committee meets with the presence of all the members - according to the manner as described in Appendix 3 of the aforementioned Public Call for bids - and makes its decisions unanimously.

8. Deliberations made by the Investment Committee, are conveyed by Lazio Innova to the other parties within the subsequent 10 (ten) working days from the date of the meeting at which they were made.

Article 12 – Selection procedure and criteria

1. The selection of the investment proposals is made by the Investment Committee.

2. The criteria of selection of the investment proposals reveal the objectives and the addresses attributed to the Investment Committee and transposed in the incentive systems for its own members.

3. The selection criteria relate to the overall quality of the investment proposals, with specific reference to the two conditions described here below:

a. that the investment proposals are suitable with reference to abiding by the system of obligations deriving from the European nature of the resources, especially on the subject of timeframes and volumes of investments of Lazio Section. Accordingly, the Investment Committee (in line with the objectives set in relation to the impact fee component of the system of incentives) assesses:

- the size of the pipeline of investment opportunities in Admissible Businesses of Lazio already generated at the time of selection;

- the undertaking, also in case of Parallel Fund, and without prejudice to the provisions in case of programme to reinforce exploration activities in the regional area, to keep available the necessary resources to make investments in Lazio Section;

- the validity of the investment strategy and the activities envisaged, with reference to the generation of deal flow in Lazio (permanent presence of the FIA with one main or operative office and/or a senior member team placed in the area and the related provided time; acceleration activities; local collaborations and networks; etc.), including any boosting programmes which may be presented for exploration activities in Lazio;

- the possibility of signing the VC Financing Accord by 31 December 2017, since meeting this deadline allows the activation of procedures facilitating the achievement of certifiable spending objectives under European regulations. Specifically, only those VC Financing Accords, which do not envisage suspensive conditions or termination clauses which are different from standard ones, will be regarded as having been entered into in valid form;

- the presence and suitability of mechanisms which allow withdrawal by all investors in view of the results in terms of investments by the Cofinanced Vehicle (in the event of prolonged inactivity, unsatisfactory investment activity), without prejudice to the provisions of the previous article 7 regarding the Parallel Fund;

- where there is no provision of a Parallel Fund, the presence and suitability of a specific provision to manage the case of investment in Admissible Businesses, by and no later than 31 December 2022, of at least 55% of the aforementioned Lazio Section than, and, by and no later than 31 December 2023, of at least 55% of the aforementioned Lazio Section, in order to abide by the obligations deriving from European regulation.

b) Prospects of profitability offered by the Admissible Vehicles, also in view of the diversification of investments by LAZIO Venture and the ability of the asset allocation chosen by the Investment Committee to produce synergies rather than crowding out. Accordingly, the Investment Committee (in line with the objectives set in relation to the financial performance fee component of the system of incentives) assesses:

- the credibility of the Admissible Vehicles Operator with regard to the track record of the team or the individual CVs;

- the amount of the investment of the Operator/team in the Admissible Vehicle;

- the presence of experienced co-investors such as foreign, national or institutional funds of funds;

- the validity of the investment strategies and policies;

- the operating commissions and carried interest/hurdle rate (and, generally, the system of alignment of the financial incentives between investors and the Operator);

- any system of asymmetrical profit-sharing requested to LAZIO Venture.

4. In carrying out this evaluation activity, and in making the resultant decisions on asset allocation, the Investment Committee has powers to negotiate investment proposals.

5. Investment decisions are made by the Investment Committee, also one at a time, on the basis of reports giving grounds, to be submitted to FARE Lazio, and to be made accessible to the supervision bodies.

6. The selection procedure of the investment proposals, made by the Investment Committee with the support of Lazio Innova, will take place according to the following steps:

a) the proposers shall present their investment proposal having the contents provided in article 9 and with the manner as described in article 16 of the present Invitation;

b) clarifications about the documents submitted, may be requested to the proponents; in this context, a first phase of dialogue may be engaged between the parties, also with the support of their lawyers, in order to ensure the availability to negotiate on certain points;

c) only after the expiring date for submitting the investment proposals in accordance with article 16, the Investment Committee, on the basis of the examination of the submitted documents, shall draw up a Preliminary Investment Report (PIR) in which the proposals are evaluated to be definitively in line with the objectives and the restrictions of LAZIO Venture;

d) on the basis of the results of PIR (Preliminary Investment Report), a negotiation phase of the termsheet shall be commenced with the those which proposals have been evaluated in line with the objectives and the restrictions of LAZIO Venture;

e) on the basis of the results of the negotiation, the Investment Committee shall draw up a Final Investment Report (FIR), in which the proposals evaluated in line with the objectives and the restrictions of LAZIO Venture, are identified;

f) on the basis of the results of FIR (Final Investment Report), a negotiation phase shall be commenced in order to define the constitutional documents of the

Cofinanced Vehicle, the subscription form, the granted to LAZIO Venture and the legal opinion requested by market practice;

g) Lazio Innova and the Cofinanced Vehicle Operator shall sign the VC Financing Accord.

7. Until the VC Financing Accord is signed, LAZIO Venture may decide whether to continue or interrupt the negotiation with each proponent.

Article 13 – VC Financing Accord

1. At the end of the selection procedure as described in the previous article 12, the VC Financing Accord between Lazio Innova and the Cofinanced Vehicle Operator shall be signed.

2. The VC Financing Accord may consist of a subscription form, in case the subscription of the quotas/shares of the Cofinanced Vehicle is made immediately after the end of the procedure, or, in case the subscription is postponed, in an accord by which the parties undertake mutually to make the investment in the Cofinanced Vehicle by LAZIO Venture, specifying the investment conditions in a manner which is in line with the negotiations results.

3. Without any prejudice to the provisions of the present Invitation, the VC Financing Accord shall contain the ordinary provisions regarding an upright financial management of the subscribed quotas/shares and, therefore, paid out by LAZIO Venture such as, for example, the provisions to ensure that the calls are proportionate to the needs of liquidity of the Cofinanced Vehicle and to ensure a professional management of the financial stock.

4. The signing of the VC Financing Accord, also by the form of a subscription form, shall take place by a procedure involving, on behalf of LAZIO Venture, the Investment Committee and Lazio Innova.

Article 14 – Supervision, monitoring and informative obligations

1. The Cofinanced Vehicles Operators shall fulfil their obligations abiding by the applicable law, and shall act with the level of professionalism, efficiency, transparency and diligence, as expected by a professional body which is expert in the investment funds management subject to the Financial Market Regulation. The aforementioned Operators shall also provide to make their organizational structure and governance context compliant with SIE Funds Regulation and RGE and, in particular, so that:

a) the Admissible Businesses and the Admissible Investment Instruments to invest in by the Cofinanced Vehicle as Lazio Section, are selected in accordance by the specifications under the previous article 5, keeping in due consideration the potential economical validity of the investment projects to be financed. The selection shall be transparent, supported by objective reasons and shall not give rise to conflicts of interest;

b) the Admissible Businesses to invest in, are informed that the investment is made as part of programmes jointly financed by SIE Funds, according to the provisions of article 115 of EU regulation n. 1303/2013, as better described in the following paragraph 6.

2. In order to ensure the provisions of the previous paragraph 1:

(a) the Operators must propose and, therefore, adopt an organizational structure which meets the following minimum requirements:

a) that they are provided with an internal supervision system, being efficient and effective, and accept the audits made by the audit bodies of the Member States, by the Council and by the European Court of Auditors (Article 7 (3) Reg. 480);

b) that they use an accounting system that can promptly provide accurate and reliable data.

3. In order to guarantee the provisions of the previous paragraph 2 (a), the Operator shall make its own supervision system compliant in accordance by the specifics of the previous article 5. To this end, the VC Financing Accord shall contain provisions on the requirements on the subject of the audit, the check lists and all the documents to retain for the investments as Lazio Section, and, in particular, provides that:

a) the management and supervision system

(i) allow the audit made by the audit entities of the Member States, the Council and the European Court of Auditors,

(ii) is formalized also in order to allow the Management Authority and the Audit Authority to submit to the Council, in order to obtain the approval as per article 11, paragraph 4, of REG 480, the corresponding methods proposed for on the spot checks and audit, and

(iii) may be amended in order to take into account the aforementioned consultation. The aforementioned Authorities receive periodic audit reports from the Operators and their auditors as designated in the VC Financing Agreement, and do not carry out checks on the Financial Instruments and the relevant management and

supervision systems. The Audit Authority and other national and EU entities, which are responsible for the audits of the POR may, however, conduct audits also at the level of Admissible Businesses, but only if one or more of the following situations occur (article 40 (1), (2) and (3) of the CPR):

- the supporting documents proving the POR support to the Admissible Businesses, which have been used for the purposes provided for by the applicable UE and national law are not available at the level of the Cofinanced Vehicles Operators;

- there is evidence that the available documentation at the level of the Cofinanced Vehicles Operators do not represent a reliable and full record of the POR support that has been provided;

b) management checks are carried out throughout the duration of the Cofinanced Vehicle;

c) the supporting documents of the investments in Admissible Businesses made by Lazio Section and the operating commissions pertaining to Lazio Venture and Lazio Section:

- are retained by the Operator, to prove the spending of the paid amounts for the intended purposes in accordance with the applicable law, the provisions of the present Invitation and the related VC Financing Accord;

- are available to allow the verification of the legitimacy and the regularity of the spending declared to the Commission;

d) the supporting documents that allow the verification of the aforementioned compliance, include at least (article 9, letters from (b) to (e) of RGE 480):

- ☐ the constitutional documents of the Cofinanced Vehicle;

- ☐ the documents identifying the amounts conferred to the Cofinanced Vehicle by LAZIO Venture, the admissible expenses under the POR (disbursements and management costs), the proceeds (interests, dividends, capital gains, etc.) generated by the support of the POR and by the re-use of the resources attributable to the support of the POR (eg for disinvestments);

- ☐ the documents relating to the working of the Cofinanced Vehicle, including those regarding the supervision, audits, checklists, and conflicts of interest management;

- ☐ the documents relating to the exit from the Cofinanced Vehicle and its liquidation;

- ☐ the documents relating to the operating commissions;

☒ the documents submitted by the Admissible Businesses for the investment evaluation by the Cofinanced Vehicle and its compliance with the requirements under the previous article 5, including the business plans and, if there's any, the annual accounts of the previous periods;

☒ the subscribed accords regarding, moreover, the Admissible Instruments on behalf of the Admissible Businesses;

☒ more, appropriate proofs of the fact that the POR support, granted through the Cofinanced Vehicle, has been used for the envisaged purpose.

4. In order to ensure the provisions of the previous paragraph 2 (b), the Operator shall adapt its own accountancy system with regard to Lazio Section in order to provide specific annual accounts, biannual (at least) reports and bimonthly accounting documentation, in accordance to the provisions of Attachment C "Reporting example/form".

5. The Operators of the Cofinanced Vehicles shall not be responsible for the reimbursement of the sums paid out by Lazio Innova, which may be affected by irregularity unless the Operators prove that, with regard to a specific irregularity, the following conditions are cumulatively met (article 6 (3) Reg. 480):

a) the irregularity occurred at the level of Admissible Companies (eg false statements made by Companies, their associates or future associates, etc.);

b) the Operators of the Cofinanced Vehicles have abided by paragraphs 1 and 3 of the present article, with regard to the irregular investments;

c) the irregular amounts could not be recovered although the Operators of the Cofinanced Vehicles have resorted to all the instruments provided by law and contracts, which are applicable with due diligence. In case the aforementioned conditions are not met, the Operators of the Cofinanced Vehicles shall be responsible for the reimbursement of the sums paid out by Lazio Innova, which may be affected by irregularity, along with interests and capital gains generated by the aforementioned interests.

6. In order to ensure the provisions of paragraph 1 (b), the Operator:

a) shall give appropriate, public visibility to the cofinancing of the Union and the FESR (European Fund Regional Development) through the appropriate use of the POR logo on its website and, in particular, on any dedicated webpage, in the physical structures destined for meetings with the Admissible Businesses or potentially such companies, and in the application forms, in the contractual

documents and in the communications with the Admissible Businesses and other subjects involved in the implementation;

b) shall describe on its website the main characteristics of LAZIO Venture investment, including purposes and objectives, underlining the financial support provided by POR, and the manners and contacts to submit investment proposals;

c) shall collect all the information - by acquiring the mandatory consent of the Admissible Businesses - which are necessary to enable Lazio Innova and the Lazio Region to fulfil its obligations of transparency abiding by article 26 and article 27 of D.lgs. n. 33/2013 regarding the transparency of any given economic benefits on public sector resources, and, where appropriate, by article 9, paragraph 1, (c), of the RGE.

d) shall acquire the mandatory consent of the Admissible Businesses to abide by transparency obligations as provided by article 27 (f) of D.Lgs. n. 33/2013 (Synthetic report of the financed project, on the website of the company).

To this end, Lazio Innova shall provide the required technical specifications and agree with the Operators upon the most adequate forms of information and publicity on the basis of the Guidelines (Linee Guida per i Beneficiari in materia di informazione e pubblicità), published on website: http://lazioeuropa.it/files/160129/fesr_lineeguida.pdf.

7. All data and information collected by Lazio Innova, during the management of FARE Lazio, may be re-used by Lazio Innova or Lazio Region, without prejudice to the provisions of D.Lgs. n. 196/2003 with regard to personal data and obligations of confidentiality about information previously and stating the grounds defined as confidential and not to divulge by the Operators. These data and information also regard the methods submitted and applied by the Cofinanced Vehicles Managers to evaluate the profitability of the investment opportunities, and also the results of their application.

8. In the event of any doubt in the interpretation of the SIE Funds Regulation and the Measures for Aid for Risk Financing, the Cofinanced Vehicles Managers may send a request for clarification to Lazio Innova which will provide to reply, also by previously consulting the competent public authorities.

Article 15 – Non-fulfilment and termination

1. Without prejudice to the provisions of the previous article 7, paragraph 1, (i) or consequently to the proposals under article 8, paragraph 2, on the reasons of anticipated early annulment of the agreement, the investment proposal shall provide that the participants in the Cofinanced Vehicles may decide to replace the Operator either for just cause or in case of lack of just cause. The following cases will be regarded as just cause for the purposes of replacing the Operator:

a) at least one of the Cofinanced Vehicle administrators, in the performance of their duties concerning the vehicle, has been responsible for fraudulent acts or other serious offences.

b) The Cofinanced Vehicle Operator has been responsible for serious breaches of the management regulation of the Cofinanced Vehicle.

c) The Cofinanced Vehicle Operator has lost, for any reason, the authorization to carry out its own activity.

d) A merger or demerger operation involving the Cofinanced Vehicle Operator, causes a direct change of control of the aforementioned Vehicle.

e) The Cofinanced Vehicle Operator has been put in voluntary liquidation, or has been subject to extraordinary administration, compulsory liquidation or any other applicable insolvency proceeding.

f) Some subjects, considered as key subjects, have ceased to work for the Cofinanced Vehicle manager.

Article 16 – Procedure for submitting investment proposal

1. The investment proposal, signed by digital signature, may be presented online via certified email to the following address: lazioventure@pec.lazioinnova.it as of 12.00 hrs on 27 July 2017, and by (and no later than) 12.00 hrs on 29 September 2017. The investment proposal may be also presented, drawn up and signed in original along with a photocopy of a valid identity document of the petitioner, within the aforementioned expiring date, at Lazio Innova offices, in Via Marco Aurelio 26/A, 00184 Roma.

2. The investment proposal must be drawn up in line with the application format as shown in attachment A, and have the contents under article 9.

3. Lazio Innova reserves the right to not to make any appointment, should it decide that the actual conditions, and aspects of merit, are lacking.

Article 17 – Right of access, transparency and personal data processing

1. By participating to the present procedure, the candidates allow their personal data processing under the terms of D.Lgs. n. 196/2003 and subsequent modifications, having read the information as per attachment B. The transparency of the proceeding and the right of access shall be guaranteed according to l. n. 241/1990 and D.P.R. n. 186/2006 and subsequent modifications.
2. The Sole Coordinator of the Proceeding (“RUP”) is the pro tempore Director of Lazio Innova S.p.A.; the duration of the proceeding may not exceed the terms provided by article 5, paragraph 5, of D.Lgs. n. 123/98.
3. It shall be guaranteed, in any case, the abidance by the Charter of fundamental rights of the European Union (2016/C 202/02) and by the “Guidance on ensuring the respect for the Charter of Fundamental Rights of the European Union when implementing the European Structural and Investment Funds (ESI Funds)” (“fondi SIE”)” (2016/C 269/01).

Appendix n. 1 – Definitions

1. «VC Financing Accord»: the document or the documents subscribed by both Lazio Innova and each Operator, as subsequently changed or addicted, which govern the manner, the terms and the conditions of the investment of LAZIO Venture in Cofinanced Vehicles, in pursuance of article 38, paragraph 7 of CPR and its Appendix IV.
2. «Investment Committee»: the collegiate organ appointed to make investment, management and divestment decisions in Cofinanced Vehicles concerning LAZIO Venture, granting the abidance by the principles of commercial management and inclination towards profit, as stated by the Measures for Aid for Risk Financing.
3. «Administration commissions»: the fees recognised by the Admissible and Cofinanced Vehicles to their Operators.
4. «Commitment of LAZIO Venture»: the amount of the resources of LAZIO Venture requested by the Operators in the investment proposal, according to the present Invitation, and paid out by the Investment Committee, within the limits of the endowed funds, to each Cofinanced Vehicle selected as a result of the present Invitation.
5. «Total Commitment»: the total commitment of the Admissible and Cofinanced Vehicle related to the last scheduled closing or to the final closing if lower.

6. «CPR»: (Common Provision Regulation) the Regulation (EU) n. 1303/2013 of the European Parliament and of the Council of 17 December 2013, laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund.

7. «AIFM Directive»: the Dir. 2011/61/UE concerning Alternative Investment Fund Managers and related to the Admissible Vehicles as per article 3 of the present Invitation and to the Admissible Businesses as per article 5 of the present Invitation.

8. «Disbursements»: the paying out of money from the Cofinanced Vehicles to the Admissible Businesses.

9. «FARE Lazio»: the Fund of Funds named “Shares Fund for the Repositioning of the Economy of Lazio” “FARE Lazio” mainly set up to implement to the POR Financial Instruments, whose management have been entrusted to Lazio Innova by Lazio Region, through a specific Financing Accord, and its subsequent modifications and additions, according to article 38, paragraph 7, of CPR. FARE Lazio, FARE Venture and LAZIO Venture do not have legal personality. Lazio Innova, as the body which operates the FARE Lazio Fund of Funds, will possess all legal relations relating to this fund.

10. «FARE Venture»: the section of FARE Lazio dedicated to risk capital, which is administrated in abidance by State aid for the measures for risk financing regulations.

11. «Fund of Funds »: the fund established to support several financial instruments through one or more programmes (article 2, p. 27 of CPR).

12. «Parallel Fund»: the fund specifically established, in conjunction with the Main Fund, for the investment of LAZIO Venture, as provided for in article 7, which is mandatory in the cases where the Admissible Vehicle is neither a Vehicle exclusively dedicated to Lazio nor a Vehicle mainly dedicated to Lazio, or by choice of the proposer in other cases.

13. «Main Fund»: the Admissible Vehicle which has the characteristics, as per article 7, requiring the establishment of a Parallel Fund dedicated to LAZIO Venture investment; in this case, the Main Fund together with the Parallel Fund represent the Cofinanced Vehicle.

14. «Operators»: the companies authorised to manage Admissible Vehicles and Cofinanced Vehicles in accordance with the Financial Markets Regulations.
15. «Admissible Businesses»: those defined as such by article 5, paragraph 2.
16. «Irregularity»: any breach of European Union or national law relating to its application, resulting from an action or omission by an economic operator involved in the implementation of SIE funds which may be detrimental to EU accounts by charging undue expenditure on the EU accounts (article 2, p. 36, CPR).
17. «LAZIO Venture»: meaning, for sole purpose of explanation of the present Invitation, without having any relevance or legal personality, all the resources that, within the "FARE Venture" section, are destined and then invested in Cofinanced Vehicles in accordance with the present Invitation.
18. «Measures for Aid for Risk Financing»: the measures in compliance with article 21 of the RGE (Aid for Risk Financing) and article of the RGE (Aids to exploration costs) intended to incentivize the investment in the capital risk of SMEs, as possibly better interpretable on the basis of the "Orientamenti sugli aiuti di Stato" aimed to promote the investments to risk capital (2014/C 19/04).
19. «Correlated parties»: meaning, for the financial intermediaries, those defined as such by article 22/2 c.c., by the accounting principle IAS 24, by the TUF and by Financial Markets Regulations.
20. «Small and medium-sized enterprises» or «SMEs»: the company which meets the requisites provided for by Appendix I of the RGE.
21. «POR»: the POR FESR Lazio 2014-2020 (CCI 2014IT16RFOP010), approved with Decision C(2015)924 on the 12/2/2015.
22. «Reg. 480»: the Regulation (UE) n. 480/2014 which integrates the Regulation (EU) n. 1303/2013 of the European Parliament and of the Council of 17 December 2013, laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund.
23. «Financial Markets Regulations»: the set of laws, regulations and instructions deriving from the TUF, including the European norm transposing Dir. 2011/61/EU (the so-called AIFM Directive) and the acts adopted by Banca d'Italia and Consob.

24. «Regolamentazione Fondi SIE»: the set of the UE, national and regional regulations regarding the concurrent management of the resources of the European accounts (European Structural and Investment Funds), current as and when, including the POR, the operating and supervision system of the POR, and all the acts of the operating Authority.

25. «Regolamento Generale di Esenzione» or «RGE»: the Regulation (UE) n. 651/2014 of the European Council of 17 June 2014, declaring specific categories of aids compatible with the internal market in pursuant of articles 107 and 108 of the Treaty (general regulation of exemption for category), published in the Official Journal of the European Union Series L 187 of 26.06.2014.

26. «Sezione Lazio»: meaning the totality of public-sector (to a degree equal to 60%) and private sector (to a degree equal to 40%) resources, which the Cofinanced Vehicles shall invest in Admissible Businesses by using the Admissible Investment Instruments. This co-investment ratio shall be redetermined in case, at the moment of the follow-on, the Admissible Businesses invested in made their first commercial sale more than 7 years previously (in this case, the co-investment ratio must be equal to 6 private sector Euros for every 4 public sector Euros).

27. «Admissible Investment Instruments»: these defined as such in article 5, in particular in paragraph 3, including the purchase of existing shares or quotas from a previous investor or shareholder shares, up to a maximum of 25% for an individual investment for each Admissible Business (as exception to article 5, paragraph 4, (a)).

28. «Financial Instrument»: the measures of financial support which, according to the CPR, may have the form of equity or quasi-equity investments, loans or guarantees, or other sharing risk instruments, and may be associated, if necessary to endowments.

29. «TUF or Testo Unico della Finanza»: the D.Lgs, 24 February 1998, n. 58 and its subsequent modifications and integrations.

30. «Admissible Vehicles»: the FIA and the UE FIA specialized in equity or quasi equity investments in companies not listed on an official stock market index, to this end authorized according to the Financial Markets Regulation, possibly to be invested in by LAZIO Venture, as better described in article 4.

31. «Cofinanced Vehicles» or «VC»: the Admissible Vehicles selected by the Investment Committee, in which LAZIO Venture participates or subscribes to quotas – also through Parallel Funds – mobilizing additional investments by private and

independent investors at the level of the individual Cofinanced Vehicle, as stated in more details in VexA CR.

32. «Exclusively dedicated to Lazio Vehicles»: the Admissible Vehicles in which the total commitment is exclusively destined to be invested in Admissible Businesses and by using the Admissible Investment Instruments.

33. «Mainly dedicated to Lazio Vehicles »: the Admissible Vehicles in which the total commitment is not greater than 2,5 times the Commitment of LAZIO Venture.

34. «VexA CR»: a specific “ex-ante assessment” dedicated to financial instruments to be implemented by measures for Aid for Risk Financing, drawn up in line with article 37, paragraph 2, of the CPR (published on the www.Lazioeuropa.it website).

**Attachment A – INVESTMENT PROPOSAL FORM,
DEDICATED TO ALREADY ESTABLISHED OPERATORS**

Lazio Innova S.p.A.
Via Marco Aurelio, 26/A
00184 ROMA
lazioventure@pec.lazioinnova.it

INVESTMENT PROPOSAL

for the Invitation to present investment proposals in Supervised Vehicles
FARE Venture - Financial Instruments Section for risk capital of FARE Lazio Fund of
POR FESR 2014-2020

I, _____ the _____ undersigned

place of birth _____ date of birth _____

resident _____ at _____

tel. _____ fax no. _____ e-mail _____

as a legal representative of _____

_____, _____ with _____ registered _____ office _____ in _____,

Tax Code _____ VAT code _____

_____ enrolled to Business register of _____

HEREBY REQUEST

to be able to take part in the aforementioned Invitation to present investment proposals in supervised vehicles, according to the provisions of the aforementioned

Invitation, including the relevant attachments, and do expressly agree to the clauses contained therein.

DECLARE

on the day of submitting the present proposal, alternatively

to be authorized to carry out the activities object of the present Invitation

or

to not be yet authorized to carry out the activities object of the present Invitation

Furthermore, alternatively

to be the Operator of the Admissible Vehicle already established , named

_____ *Exclusively or Mainly dedicated to Lazio*

or

to be the Operator of the Admissible Vehicle already established, named

to which it intends to accompany a Parallel Fund dedicated to the investment of Lazio Venture

or, alternatively

to intend to establish a new Admissible Vehicle exclusively or mainly dedicated to Lazio

or

to intend to establish a new Admissible Vehicle to which it intends to accompany a Parallel Fund dedicated to the Investment of Lazio Venture

Accordingly,

UNDERTAKE

- to negotiate, during the procedure, in the presence of an express request of the Investment Committee, the conditions of the submitted investment proposal;
- at the end of the selection, to finalize the constitutional documents of the Cofinanced Vehicle, the VC Financing Accord, the granted to LAZIO Venture and the legal opinion requested by market practice, with the contents resulting from the negotiation;
- In the presence of the conditions set forth in this Invitation, to sign the VC Financing Accord;
- to expressly agree to the clauses of the present Invitation, including the clause that provides that the entering into the investment contract is conditional upon a check being made on the ability of the Cofinanced Vehicles to enter into agreements with the Public Administration, also with regard to D.Lgs n. 159/2011;
- to keep the proposal investment firm for 180 days from the expiring date for submitting the investment proposal.

I, _____ the _____ undersigned

As above identified,

DECLARE

that the domicile chosen for communications relating to the procedure is _____ and that the addresses of certified electronic mail (PEC), to which all communications relating to the competitive tender are to be sent, by Lazio Innova S.p.A., is as follows:

PEC: _____
_____ expressly authorizing Lazio Innova S.p.A. to use these channels of communication.

The undersigned _____,
_____,
_____, also authorize the processing of

their personal data in accordance with D.Lgs. n. 196/03 and subsequent modifications.

N.B. This declaration shall be signed by digital signature. Alternatively, this declaration may be also presented, including the provided attachments, drawn up and signed in original along with a photocopy of a valid identity document of the petitioner, also signed in original, within the expiring date as provided by article 16 of the Invitation.

ATTACHMENTS:

- a. Due Diligence Package, drawn up according to the international standards;
- b. Termsheet of the establishing documents of the Admissible Vehicle in which it is proposed to LAZIO venture to invest, which may also include the proposal related to the asymmetrical division of profits
- c. main terms of the VC Finance Accord (they may be presented in the form of a subscription agreement) in case the proposal makes provision for the investment of Lazio Venture in the Admissible Vehicle, must be made after the time the proposal is accepted by LAZIO Venture.
- d. Side Letter proposal which the proposer would accept to grant to LAZIO Venture, that provides the consequences of any breach of the commitments undertaken as a result of the investment of LAZIO Venture;
- e. the exploration programme description, according to article 10 of the present Invitation, and the related request for a contribution.

**Attachment A – INVESTMENT PROPOSAL FORM,
DEDICATED TO THE OPERATORS IN THE PROCESS OF
BEING SET UP AT THE MOMENT OF SUBMITTING THE PROPOSAL**

Lazio Innova S.p.A.
Via Marco Aurelio, 26/A
00184 ROMA
lazioventure@pec.lazioinnova.it

INVESTMENT PROPOSAL

for the Invitation to present investment proposals in Supervised Vehicles
FARE Venture - Financial Instruments Section for risk capital of FARE Lazio Fund of
POR FESR 2014-2020

I, _____ the _____ undersigned

place of birth _____ date of birth _____

resident _____ at _____

tel. _____ fax no. _____ e-mail _____

as promoter of the Operator being in the process of being set up

HEREBY REQUEST

to be able to take part in the Invitation to present investment proposals in Supervised Vehicles, according to the provisions of the aforementioned Invitation, including the relevant attachments, and do expressly agree to the clauses contained therein.

DECLARE

on the day of submitting the present proposal, alternatively

- that intends to set up an Operator to manage the Admissible Vehicle

exclusively or mainly dedicated to Lazio

or

to which accompanying a Parallel Fund dedicated to the Investment of Lazio Venture

Accordingly,

UNDERTAKE

- to negotiate, during the procedure, in the presence of an express request of the Investment Committee, the conditions of the submitted investment proposal;
- at the end of the selection, to finalize the establishment documents of the Cofinanced Vehicle, the VC Financing Accord, the Side Letter granted to LAZIO Venture and the legal opinion requested by market practice, with the contents resulting from the negotiation;
- In the presence of the conditions set forth in this Invitation, to sign the VC Financing Accord;
- to expressly agree to the clauses of the present Invitation, including the clause that provides that the entering into the investment contract is conditional upon a check being made on the ability of the Cofinanced Vehicles to enter into agreements with the Public Administration, also with regard to D.Lgs n. 159/2011;
- to keep the proposal investment firm for 180 days from the expiring date for submitting the investment proposal.

I, _____ the _____ undersigned

As above identified,

DECLARE

that the domicile chosen for communications relating to the procedure is _____ and
that the address of certified electronic mail (PEC), to which all communications

relating to the competitive tender are to be sent, by Lazio Innova S.p.A., is as follows:

PEC: _____
_____ expressly authorizing Lazio Innova S.p.A. to use these channels of communication.

The _____ undersigned _____, also authorize the processing of their personal data in accordance with d.lgs. n. 196/03 and subsequent modifications.

DATE _____

SIGNATURE

N.B. This declaration shall be signed by digital signature. Alternatively, this declaration may be also presented, including the provided attachments, drawn up and signed in original along with a photocopy of a valid identity document of the petitioner, also signed in original, within the expiring date as provided by article 16 of the Invitation.

ATTACHMENTS:

- a. Due Diligence Package, drawn up according to the international standards;
- b. Termsheet of the establishing documents of the Admissible Vehicle in which it is proposed to LAZIO venture to invest, which may also include the proposal related to the asymmetrical division of profits;
- c. main terms of the VC Finance Accord (they may be presented in the form of a subscription agreement) in case the proposal makes provision for the investment of Lazio Venture in the Admissible Vehicle, must be made after the time the proposal is accepted by LAZIO Venture;
- d. Side Letter proposal which the proposer would accept to grant to LAZIO Venture, providing for the consequences of any breach of the commitments undertaken as a result of the investment of LAZIO Venture;
- e. exploration programme description, according to article 10 of the present Invitation, and the related request for a contribution.

Information and agreement under the D.Lgs. n. 196/03

“Privacy and personal data Code”

Under the terms of D.Lgs. n. 196/2003, laying down common provisions on the protection of persons and other subjects with regard to the processing of personal data, when gathering personal data Lazio Innova S.p.A. is required to provide some information regarding the use of such data.

A. Your personal data may be gathered by us, also by means of computer and online tools, by:

- the forwarding, also on Your part, of requests for financial advice, applications for activating public sector funds (also UE), and requests of finance or other services provided by our Society;
- consulting public registers or documents, that are widely knowable (Business Register, other Registers, etc.);
- Banks, Holding companies, Third Parties and Public Entities.

These data are, however, relevant to Your business activities and may include, for example, products, projects, services, contracts, orders, invoices, debts, credits, assets, liabilities, solvency, arrears, non-fulfilments, transactions, company name, addresses, accounting data, etc., as well as the staff responsible for Your administrative and operational management and to whom the present information is intended to be extended.

B. Your personal data shall be processed for the following purposes:

- to abide by the obligations provided by law, regulations and EU regulations, to which Lazio Innova or the services that You required, are submitted (invoicing, documentation required for activating public funding, evaluation and project finance, audits, etc.);
- to execute contracts in which You are party, or obligations arising out of them, or to obtain pre-contractual information activated on your request (warranties, sureties, creditworthiness, etc.);
- to other purposes linked to our management and organization.

The provision of the necessary data for the purposes set out in points B1 and B2 is mandatory and their non-delivery involves failure of establishing, continuation of the relation and/or evaluation of the project. Failure to provide, or failure to consent to the processing of data for the purposes set out in point B3, may be assessed negatively for the purpose of establishing or continuing the relationship.

C. With regard to the aforementioned purposes, the processing of personal data takes place by manual and computerised instruments with logics closely linked to the aforementioned purposes and, in any case, in order to guarantee the safety and confidentiality of these data.

D. Categories of subjects to which the data can be conveyed.

To achieve the purposes set out in point B, Lazio Innova S.p.A. may convey these data to:

- companies that carry out banking, financial and insurance services;
- Public Entities or Public Administrations, also EU, which intervention is provided by the law, regulations and EU law or by contracts or agreements under which our Society operates;
- entities responsible for verifying statements made pursuant the DPR n. 445/2000 and any subject that has an interest in accordance with L. n. 241/1990 and subsequent modifications and integrations;
- freelance professionals, some of whom operate in associated form (law firms, accountants) for operational consultancy or companies that make on our behalf project evaluations, including the possession of requirements for activating public funds;
- administrative, organizational and management consultancy companies (auditing firm, computer consultancy company, etc.);
- debt recovery professionals and companies (if necessary).

All the subjects under the categories to whom the data may be conveyed, shall use the data as “Holder” under the terms of the law, in full autonomy.

A detailed list of the aforementioned companies is available at our offices.

All the personal data and the information regarding the evaluation of the application for benefit, and its outcomes will be published according to the rules governing the advertising of administrative acts at Lazio Innova, as well as on the website of Lazio

Innova, on the website of the Lazio Region and on the BURL, in order to disclose the final results of the administrative procedures.

E. Rights under the terms of article 7 of D.Lgs n. 196/2003.

Finally, we inform You that article 7 of D.Lgs n. 196/2003 confers the persons concerned with the exercise of specific rights. In particular, the person concerned may obtain from the Holder the confirmation of the existence or not, of his/her own personal data and that such data be made available in an intelligible form.

The person concerned may, also, request to know the origin of the data as well as the logic and the purposes on which the processing is based; to obtain the cancellation, transformation into anonymous form or the blocking of the data processed in breach of the law as well as updating and, if there is interest, the integration of the data; to oppose, on legitimate grounds, to the processing of data and, in particular, to oppose, in whole or in part, to the processing of personal data for the purpose of commercial information, sending of advertising material or direct sales, etc., exercising this right, free from charge, at the following address:

Lazio Innova S.p.A. - Via Marco Aurelio, 26A - 00184 ROMA,

or by sending an e-mail to the following address: lazioventure@pec.lazioinnova.it

The body responsible for processing Lazio Innova S.p.A., con sede legale in Via Marco Aurelio 26A - 00184 Roma.