

FINANCING STRATEGY MANDATE

BETWEEN

Stefano Peroncini, Fiscal Code PRN SFN 73 C01 F205C, resident in Milano (MI), Italy

(Hereinafter designated as the **Advisor**)

AND

Epicura Srl, P. IVA 11744440014, with registered offices in Torino (TO), Italy

(Hereinafter designated as the **"Company"**)

WHEREAS: The Company is seeking an investment of around 800,000.00 Euro (eight hundred thousand), funds to be utilized as outlined in Epicura's Business Plan. It is understood that the funds may be obtained from a single entity or in a series of individual commitments from different entities in exchange of Company's shares.

BY THE PRESENT AGREEMENT, the Company grants to the Advisor the Mandate to advise the Company and to undertake all the necessary steps in order to complete in total or in part the financing required by such project.

ARTICLE 1 - PURPOSE OF THE MANDATE

1.1 The statements in the preamble above are an integral part of the present Mandate as if expounded at length.

1.2 The present agreement aims at establishing the terms and conditions of a Mandate granted to the Advisor by the Company:

1.2.1 The Company commits itself to provide the Advisor with the relevant information about the transaction for the purpose of validating:

1.2.1.1; Business Plan including historic results and a financial forecast for the next three (3) years.

1.2.1.2; Copies of any regulatory approvals required and an action plan as to how they would be satisfied.

1.2.2 The Advisor is responsible for introducing to the Company an investor or investors interested in financing the purchase of a part of, or interested in the company.

1.2.3 The Advisor is afterwards responsible for advising on negotiations and their successful conclusion, to the satisfaction of the Company, with the introduced investors.

ARTICLE 2 - OBLIGATIONS OF THE ADVISOR

2.1 The Advisor commits himself to treat in the strictest confidentiality any technological or financial information that will be communicated by the Company for the accomplishment of the present Mandate.

2.2 The Advisor will perform advisory on financial management, financial projections, financial statements review and reclassification and advise on figures and metrics presentation and communication in order to optimize the Company's attractiveness to introduced investors.

2.3 The Advisor will make best use of its relationship capital to engage in introductions that the Company can benefit from, ranging from investment firms and investment professionals, to technical experts, international business development professionals and international law attorneys.

2.4 The Advisor commits to proceed with usual audits about information eventually transmitted to third parties by having them sign beforehand a confidentiality agreement each time it will be required before delivering any document related to the accomplishment of the present Mandate and with prior written consent of the Company.

2.5 The Company provides the Advisor with an acceptable and approved confidentiality (NDA) agreement template. Said document is signed by both parties and attached as "Exhibit A".

ARTICLE 3 - OBLIGATIONS OF THE COMPANY

3.1 The Company states that it is the duly authorized and legal entity to represent, sign and execute this mandate

3.1.1 At the day of signature of the present agreement, upon request of the Advisor, the Company commits itself to deliver its Business Plan to the Advisor as well as any relevant information and/or documents for the good accomplishment of the present Mandate.

3.2 For the duration of the present Mandate, the Company commits to collaborate and cooperate with the Advisor on an exclusive basis, for the good accomplishment of the present Mandate and to communicate without delay to the Advisor any information relevant to the said project.

3.3 For the duration of the present Mandate, the Company will not sign other mandates with other professionals, advisor, companies or other entity with the same object of the present Mandate.

ARTICLE 4 – FINANCING

4.1 The Company entrusts to the Advisor, by the present agreement, the Mandate to advise on a financing strategy for the Company, that ultimately leads to the realization of the sales of a part of the Company's shares as defined in the present agreement.

4.2 The stipulations of the financing will be determined together by the Company and the introduced Investors.

4.3 The Company agrees to pay to the Advisor a performance fee as set out below. These fees are based on the amount of funds obtained by the Company through i) the investor/s introduced by the Advisor or by the Company or its representatives, shareholders or by other advisors ii) a crowdfunding campaign. The performance fees are earned as per the following:

4.3.1. The Advisor will receive a cash commission of **4% (four per cent)** calculated on any portion of the amount that the Advisor helped the Company effectively raise through both his consultancies and relationship's capital in exchange of the shares of the Company.

4.3.2. The Advisor will also receive **1% stake of the Company** fully diluted at the closing of the financing round, including equity shares and all other possible sources of conversion to outstanding shares, such as convertible bonds, stock options, stock warrants and convertible preferred stock or debt, assuming these securities were exercised.

4.4 The said performance fees will be payable out of the proceeds of the financing. The Company will transfer to the Advisor by the present agreement the proceeds of the financing up to the amount of the performance fee as established above, giving an irrevocable order to the investor and/or to the legal advisor drawing up the transaction and responsible for writing the financing documents, to hold back the said fees stipulated above from the amount of the financing and to deliver them to the Advisor in accordance with the stipulations mentioned below.

4.5 If the financing would happen to take place by steps, in accordance with a schedule set by the Investor, and accepted by the Company, the performance fees stated at article 4.3.1 above will be calculated from the gross total amount of the financing and will be payable progressively, at the *pro rata* of the funding, in accordance with the said established schedule.

4.6 If the Company agrees to a financing through an individual to whom he is introduced by the Advisor and if the Company changes subsequently his mind after signing a Transaction Term Sheet and then refuses to proceed with the transaction agreed upon, the fees stated at article 4.3.1 above will become owed and payable to the Advisor within ten (10) business days of clearance of funds to the Company, unless the said retraction above results from a cause beyond the Company's control.

4.7 The Advisor's fees will also be owed if, within one (1) year following the end of the present Mandate, the Company was to obtain the financing from an individual who was introduced by the Advisor as a matter of record during the present Mandate.

4.8 For the purposes of this agreement, the expression *individual* includes directly or indirectly any individual or legal entity, society, corporation or subsidiary of these.

ARTICLE 5 – OPTION TO PARTICIPATE TO CAPITAL INCREASE

5.1 In case there is an investment round occurring while the present contract is valid, i.e. one or more investors have already finally agreed to invest in the Company within the period of validity of the Mandate, at the same time and with the same company evaluation, the Company, if it is allowed to do so by the agreements with the other investors and if permitted by the confidentiality obligations it might be bound to, will communicate so to the Advisor. The Advisor, for 10 days after the communication has been sent, will have the option to inform the Company of its intention to participate to such investment round and to invest in the Company a maximum amount of funds equal to 10% of the investment round. Once the term of 10 days has expired without the Advisor having communicated to the Company its intention to participate in the capital increase, the right of the Advisor to participate to the capital increase at the timings indicated in the communication will expire. If the Advisor informs the Company of its intention of participating to the capital increase, that communication will be binding for the Advisor, which will not be able to withdraw from such commitment and will have to negotiate fairly and in good faith terms and conditions of its participation to the capital increase.

If the Advisor communicates his will to participate in the capital increase within said 10 days, the Advisor will participate to the Company's capital increase, along with the other investors indicated in the communication and according to the timings set in such communication by the Company in line with what envisaged for the other investors, with a company valuation which will be the same as the one established for the other investors of the same round, and which will be mentioned in the communication to be sent by the Company to the Advisor.

The specific conditions, aside from the evaluation of the company which has been already established, of such participation to the investment round by the Advisor will be better agreed, in good faith, by the Parties before the capital increase bearing in mind that such participation will be based on a few clauses which are the standard of the market (liquidation preferences, drag and tag along clauses, etc.).

Should the negotiation on such terms and conditions fail for any reason or should the Company be prevented, by a contingency or by agreements with other investors, from offering the option to the Advisor, in no case the Company will be deemed liable for any damage or consequences that the Advisor may suffer or have suffered.

If no financing round occurs while the present contract is valid, the Advisor will not be granted any option to participate in future investment rounds at pre-defined conditions.

ARTICLE 6 - FEES FOR EXECUTION OF THE MANDATE

6.1 The Company undertakes to reimburse the Advisor's direct expenses when the Company explicitly authorizes such expenses in advance in writing.

ARTICLE 7 - RESOLUTION OF CONFLICTS

7.1 In case of any dispute arising from the interpretation or the application of the present Mandate, or anyway related thereto, the parties agree to submit them to the exclusive jurisdiction of the courts of Milan, Italy.

ARTICLE 8 - TRANSFER OF RIGHTS AND OBLIGATIONS

8.1 In case of alienation or transfer of the Company's corporation, total or partial, the new purchaser is automatically bound by the present agreement.

8.2 The eligible parties and the legal successors are also bound by the present agreement.

8.3 The Company undertakes, before selling his corporation and/or shares of his corporation, to disclose the present agreement Mandate to such buyers.

ARTICLE 9 - PAYMENTS

9.1 All fees owed in accordance with the present agreement will be payable to the Advisor or to any entity, subsidiary or individual that the Advisor shall indicate instead of itself.

ARTICLE 10 - APPLICABLE LAWS

10.1 Italian law, with exclusion of its conflict of laws provision, govern the present Mandate.

ARTICLE 11 – DURATION

11.1 The present contract is set for a duration of six (6) months, and will be renewed by tacit agreement with terms and conditions identical to those within the present agreement, for another period of the same length (6 months) at most, as per article 12, unless written notice is given by one party to another at least 10 days before the end of the six (6) months period.

ARTICLE 12 - NOTICES

12.1 All notices required by the present agreement will be delivered to the officers' e-mail addresses appearing at the bottom of the present Mandate.

12.2 Only the notices delivered from and to officers' e-mails or from hand to hand are legally valid between the parties.

ARTICLE 13 - TERMS

13.1 Unless there is a written notice to such effect, the present Mandate will be renewed by tacit agreement with terms and conditions identical to those within the present agreement, for another period of the same length (6 months) at most.

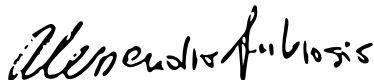
All parties agree to the drawing up of this contract in English.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement.

Milano, 21st February, 2018

FOR THE COMPANY

To be signed by an officer of the Company



Alessandro Ambrosio
Epicura Srl
Email: alessandro.ambrosio@epicuramed.it

FOR THE ADVISOR

To be signed by the Advisor

Stefano Peroncini
ADVISOR
Email: stefano.peroncini@gmail.com