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Oggetto : SIGNED AN INVESTMENT AGREEMENT
WITH U.S. INVESTOR GLOBAL CORPORATE
FINANCE

Testo del comunicato

Trieste, 31 July 2025 – Ulisse Biomed S.p.A. (“UBM” or the “Company” or the “Group”), an Italian healthcare biotech company operating in the fields of diagnostics, theranostics and therapeutics, announces that today has signed an investment agreement (the “Agreement”) with the U.S. based entities Global Corporate Finance (the “Investor”) and Sterling Atlantic, LLC (“SAP”). Under the Agreement, the Investor has undertaken to subscribe, in more tranches and exclusively upon request of the Company, newly issued ordinary shares of UBM for an aggregate amount of up to Euro 10,000,000 (ten million), over a period of 30 months. The Agreement also provides for the issuance to the Investor of warrants (“Warrant”) exercisable, in whole or in part, at any time within five years from the issue date, at a subscription price of Euro 2.04 per share. The signing of the Agreement will allow the Company to continue to be able to get, with the flexibility that this tool offers, a large amount of financial resources to cover the liquidity needs needed to carry out the business plan and develop the activities planned in its strategic guidelines, within the time frame covered by the Agreement.



ULISSE BIOMED S.P.A.

SIGNED AN INVESTMENT AGREEMENT WITH U.S. INVESTOR GLOBAL CORPORATE FINANCE THE BOARD OF DIRECTORS APPROVED TWO CAPITAL INCREASES, EXCLUDING OPTION RIGHTS, RESERVED TO GLOBAL CORPORATE FINANCE, INCLUDING ONE TO SERVICE WARRANTS TO BE GRANTED TO THE SAME INVESTOR

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Trieste, 31 July 2025 – **Ulisse Biomed S.p.A.** (“**UBM**” or the “**Company**” or the “**Group**”), an Italian healthcare biotech company operating in the fields of diagnostics, theranostics and therapeutics, announces that today has signed an investment agreement (the “**Agreement**”) with the U.S. based entities **Global Corporate Finance** (the “**Investor**”) and **Sterling Atlantic, LLC** (“**SAP**”). Under the Agreement, the Investor has undertaken to subscribe, in more tranches and exclusively upon request of the Company, newly issued ordinary shares of UBM for an aggregate amount of up to Euro 10,000,000 (ten million), over a period of 30 months. The Agreement also provides for the issuance to the Investor of warrants (“**Warrant**”) exercisable, in whole or in part, at any time within five years from the issue date, at a subscription price of Euro 2.04 per share.

The signing of the Agreement will allow the Company to continue to be able to get, with the flexibility that this tool offers, a large amount of financial resources to cover the liquidity needs needed to carry out the business plan and develop the activities planned in its strategic guidelines, within the time frame covered by the Agreement.

In particular, these resources may be allocated:

- to support and implement the Company's business plan, ensuring the operation and implementation of the planned organic growth projects; the key objectives of the business plan are to:
 - develop a proprietary automation platform to complement the current Hyris System™, to improve the user experience and enable the reach of a wider range of laboratories and customers;
 - establish key beachheads in our distribution channels to cement our best in class market-leading position for decentralized, low-cost, and rapid result genetic testing;
 - increase our focus on business development activities towards new markets, for example in North and South America, as well as the activation of new registrations and certifications of medical products in markets outside the European context.
- to finance any extraordinary transactions – such as strategic partnerships or acquisitions – aimed at strengthening the Company's competitive position;
- to fund investments aimed at strengthening assets and consolidating research and development in the sectors in which the Company operates and in those where there are considered to be synergies;
- to support ordinary *business*, contributing to the maintenance of an adequate capital and financial structure over time.

The Agreement also allows these financial resources to be obtained in a flexible and essentially immediate manner and for amounts that would be more difficult to obtain or less sustainable

through alternative means such as traditional bank debt or other capital raising operations on the market, which would also entail repayment costs.

The Warrants are allocated free of charge to the Investor under the Agreement. This allocation is standard practice in similar transactions and is consistent with the aim of incentivizing the Investor to support the Company in the medium to long term, including by setting a Strike Price significantly higher than current values, allowing new capital to be injected only upon a significant increase in the share price, without immediate costs for the Company.

Nicola Basile, CEO of Ulisse Biomed, stated: *"The signing of this Agreement with Global Corporate Finance marks a pivotal and strategic moment for Ulisse Biomed. This understanding provides us with an extremely flexible financing tool that will allow us to access significant fresh resources over the next 30 months. The main pillar of this agreement lies in its flexibility: we will decide if and when to draw down funds, based on the Company's actual needs. This will enable us to specifically support the implementation of our business plan and accelerate the development of our strategic initiatives. The resources we may raise will be allocated to support organic growth, finance investments to strengthen research and development as outlined in our 2025-2028 Guidance and seize potential strategic opportunities.*

This agreement ensures us the ability to source capital more quickly and sustainably compared to traditional financing methods, such as bank debt. We are confident that this transaction will put us in an optimal position to determinedly pursue our growth and innovation objectives, creating value for our shareholders and consolidating our market positioning".

Franco Scalamandre, Managing Dir. of Global Corporate Finance, stated: *"Our decision to enter into this investment agreement with Ulisse Biomed stems from a careful evaluation of its potential and the robustness of its business plan. They have strong credentials with strategic partners, including the Canadian government for its approval of the decentralized genetic testing and the Gates Foundation for their support in the field applications of decentralized generic testing. We believe that with the proper financial and capital markets support there is a very high probability that they will solidify their position as the best-in-class global leader in decentralized, low-cost, and rapid result genetic testing to dramatically improve human outcomes with respect to infectious diseases and microbiome optimization. We believe that the current market does not fully reflect Ulisse Biomed's near-term forward value and growth prospects and the likelihood that the company will achieve them with our support.*

For these reasons, we have structured an investment agreement that not only provides a significant financial commitment but does so flexibly, to best support the company's planned development milestones. The issuance of warrants at an exercise price significantly above current stock values demonstrates our confidence in the company's appreciation potential in the medium term".

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In this context, today the Board of Directors of the Company has also resolved, in exercise of the authority granted by the Shareholders' Meeting of UBM on 29 April 2025 pursuant to Article 2443 of the Italian Civil Code (the “**Delegation**”):

- (i) a paid-in and divisible share capital increase, for a maximum total amount of Euro 2,000,000 (including share premium), through the issuance, in one or more tranches, of up to 3,000,000, at a subscription price for each newly issued share, which may also be different for each tranche and as determined by the Company from time to time, equal to the greater of the following amounts: (a) the amount determined on the date on which each request for subscription of the shares to be issued under each tranche will be sent to GCF, based on the economic value of the Company calculated in accordance with the valuation methodology and practice identified from time to time, also having as a reference the economic and equity results shown in the most recent financial report approved, as the case may be, by the board of directors or the shareholders' meeting and in any case the criteria set forth in art. 2441(6) of the Civil Code. ; and (b) an amount equal to 90% of the average of the VWAPs (Volume Weighted Average Prices) of the Ulisse Biomed stock recorded on Euronext Growth Milan in the 15 trading days following the date of transmission to the investor of each subscription request (or the broader time frame as provided from time to time in execution of the above agreement, and subject in any event to all the provisions thereof); the amount to be charged as par value for each share subscribed shall in any event be Euro 0.01; the deadline for the subscription of newly issued shares is January 31, 2028, and in the event that the capital increase has not been fully subscribed by that date, it will still be deemed to be increased by an amount equal to the subscriptions collected (the “**Reserved Capital Increase**”); and
- (ii) a paid-in and divisible share capital increase, with exclusion of option rights pursuant to Article 2441, paragraphs 5 and 6, of the Italian Civil Code, for a maximum total amount of Euro 5,100,000 (including share premium), through the issuance, in one or more tranches, of up to 2,500,000 ordinary shares with no express par value, to service the exercise of the Warrants, to be issued to the Investor under the Agreement (the “**Warrant Capital Increase**”).

In this regard, the Board of Directors, in exercising its powers, has currently approved a Reserved Capital Increase for a total amount of €2,000,000, which is considered appropriate in view of the Company's current financial requirements and therefore significantly lower than the maximum limit of Euro 10,000,000 (ten million) provided for in the Agreement, reserving the right for the Board of Directors to resolve (or submit to the Shareholders' Meeting), in the future, according to the Company's needs, any further capital increase reserved for the Investor and necessary to obtain additional resources in execution of the Agreement.

In any case, it remains understood that the execution of the Agreement with the Investor does not currently represent the only way to obtain the financial resources necessary to continue operations and/or implement the business plan, also considering that the Company has not suffered any deterioration in its creditworthiness and that, as of the date of signing the Agreement, the Company's business continuity for the next 12 months is deemed to exist.

The performance of the *business* in the first few months of the year and in any case immediately prior to the signing of the Agreement enabled management to estimate a net financial requirement to support investments and development of approximately 1,500,000 (one million five hundred thousand) over the next 12 months. The modular nature of the business plans allows investments to be prioritized in such a way as to ensure business continuity first and foremost,

followed by the implementation of the measures deemed most important for accelerating the realization of the plans. To this end, therefore, the failure or partial success of the Agreement would lead to slower development of the current business with a contraction in growth-accelerating investments.

The issue of the Warrants and the resulting the Warrant Capital Increase aim to provide the Company with an additional and flexible tool for raising further capital and financial resources to support its strategic development plans as indicated above.

1.1 **Subscription Notices and termination of the Subscription Price**

Pursuant to the Agreement, the Company shall have the right, at its sole discretion and within a period of 30 months from the date of execution of the Agreement, to submit one or more subscription notices (the “**Subscription Notices**”), each obliging the Investor to subscribe for a specified number of newly issued ordinary shares. Each Subscription Notice may be delivered on any trading day during the term of the Agreement and must specify: (i) the number of ordinary shares the Company intends to have the Investor subscribe for; and (ii) the minimum price per share below which the subscription shall not occur (the “**Minimum Price**” or “**Floor Price**”).

The subscription price of the newly issued ordinary shares shall, on each occasion, correspond to the higher of:

- (i) the Minimum Price indicated by the Company in the relevant Subscription Notice; and;
- (ii) an amount equal to 90% of the average of the volume weighted average prices (VWAPs) of the Company’s shares as recorded on Euronext Growth Milan over the 15 trading days following the date of the relevant Subscription Notice (the “**Calculation Period**”)(the “**Subscription Price**”).

The number of shares to be subscribed, as specified in each Subscription Notice, shall be determined at the sole discretion of the Company; provided, however, that such number shall generally not exceed 500% of the average daily trading volume of the Company’s ordinary shares on Euronext Growth Milan during the 15 trading days before the date of the relevant Subscription Notice. The Company may, at its sole discretion, increase the number of shares indicated in the Subscription Notice up to 1,000% of such average daily trading volume. In such case, the Investor shall be entitled to proportionally extend the Calculation Period.

Furthermore, upon the receipt of a Subscription Notice, the Investor shall have the right to further increase the number of shares to be subscribed (including beyond the 1,000% threshold referred to above), without any additional extension of the Calculation Period, provided that the Share Lender (as defined below) holds a corresponding number of shares. In the absence of such availability, the number of shares specified by the Company in the Subscription Notice shall prevail.

The Calculation Period may, in any case, be extended at the Investor’s discretion by an additional 15 trading days.

The Agreement designates as “Knockout Days” any trading day falling within the Calculation Period during which:

- (a) 90% of the VWAP is lower than the applicable Floor Price;
- (b) the Company’s shares are not traded on Euronext Growth Milan; or

- (c) the Investor deems such day to qualify as a Knockout Day due to the occurrence of a “Material Adverse Effect”, meaning any circumstance that prevents or significantly interferes with the Company’s ability to fulfil its obligations under the Agreement.

In this regard, the Agreement provides that, for each day within the Calculation Period that qualifies as a Knockout Day, the number of shares to be subscribed as indicated in the relevant Subscription Notice shall be reduced by 7%. Moreover, Knockout Days shall be excluded from the calculation of the Subscription Price.

No cool down periods are *de facto* contemplated, as the Company may submit a new Subscription Notice upon the expiry of 10 calendar days from the date on which the Investor has paid the amount due under the preceding Subscription Notice (such payment being made concurrently with the subscription and, in any event, no later than the trading day following the end of the relevant Calculation Period).

1.2 Fee

The Agreement provides for the payment to SAP of a fee equal to EUR 200,000 (corresponding to 2% of the Investor’s maximum aggregate subscription commitment) (the “**Fee**”), which shall be due regardless of whether any Subscription Notice is submitted. The Fee shall be paid: (i) through progressive instalments equal to 10% of the amount subscribed by the Investor pursuant to each Subscription Notice; and, in any case, (ii) within 12 months from the date of the Agreement, for any remaining balance — provided, however, that no portion of the Fee shall be payable by the Company during the first 9 months following the execution of the Agreement.

At its sole discretion, the Company may elect to settle the Fee either in cash or, in whole or in part, through the delivery of UBM ordinary shares, valued based on the volume weighted average price (VWAP) of Ulisse shares over the 30 calendar days preceding the relevant payment date.

The Agreement further provides that the Fee shall become immediately due and payable in full upon the occurrence of (i) a failure to pay the Fee as set forth above, (ii) a material breach of the Agreement by the Company, (iii) the occurrence of a Material Adverse Effect, or (iv) the Company’s cessation of business or commencement of insolvency proceedings.

1.3 Share lending mechanism

In line with standard market practice for similar transactions, the Agreement provides that the Company’s controlling shareholder and Chairman, Mr. Stefano Lo Priore, also through an entity under his control (the “**Share Lender**”), shall undertake to transfer to the Investor, by way of securities lending and no later than the date of submission of each Subscription Notice, a number of the Company’s ordinary shares equal to those indicated in the relevant Subscription Notice (the “**Loan Shares**”).

The Loan Shares shall be freely tradable by the Investor during the Calculation Period. Upon the subscription of the newly issued shares, the Investor shall be required to return to the Share Lender a number of such newly issued shares which is equivalent to the Loan Shares previously borrowed, including by instructing the Company to credit the corresponding amount directly to the Share Lender, for and on behalf of the Investor, in fulfilment of the Investor’s obligation to return to the Share Lender the shares borrowed.

1.4 Conditions for the delivery of Subscription Notices

Pursuant to the Agreement, the Company may submit a Subscription Notice to the Investor only if certain conditions have been met (or expressly waived in writing by the Investor). Such conditions shall be self-certified by the Company at the time of submission of each Subscription Notice and shall include, inter alia, the following:

- the Company's outstanding ordinary shares are listed on Euronext Growth Milan;
- the ordinary shares made available by the Share Lender have been transferred to the Investor's securities account, are freely tradable, and are duly admitted to trading on Euronext Growth Milan;
- all approvals required for the issuance of new ordinary shares under a Subscription Notice or upon exercise of the Warrants have been duly obtained by the Company;
- the representations and warranties made by the Company under the Agreement are true, accurate and not misleading as of the date of the relevant Subscription Notice;
- the Company and the Share Lender have complied in all material respects with their respective obligations under the Agreement;
- no legal proceedings, regulatory measures or changes in applicable law have occurred that would prevent or materially hinder the implementation of the Agreement;
- no Material Adverse Effect has occurred; and
- there has been no suspension from trading of the Company's ordinary shares on Euronext Growth Milan during the sixty (60) trading days prior to the submission of the relevant Subscription Notice.

1.5 Termination Events

The Agreement may be terminated:

- (i) at any time by mutual consent between the parties to the Agreement (i.e., the Company, the Investor, the Share Lender and SAP);
- (ii) by the Investor, in the following cases: (a) if the Company has materially breached any of the representations, warranties, or undertakings contained in the Agreement and, if such breach is capable of remedy, has not remedied such breach within sixty (60) days of receipt of the relevant notice of default; or (b) if an event has occurred that has resulted in a Material Adverse Effect; or (c) if a "material change in ownership" has occurred (i.e., if the shareholders Stefano Lo Priore and Lorenzo Colombo jointly come to hold, directly or indirectly, an interest of less than 10% of the Company's capital);
- (iii) by the Company, if the Investor has materially breached any of the representations, warranties or undertakings contained in the Agreement and, if such breach is capable of remedy, has not remedied such breach within five (5) business days of receipt of the relevant notice of default.

1.6 Additional provisions of the Agreement

Pursuant to the Agreement, the Investor undertakes (i) not to engage in short selling of UBM shares, or to enter into options, swaps or other derivative instruments relating to the Company's shares with equivalent effects, and (ii) not to hold at any time more than 19.99% of the Company's share capital, unless otherwise agreed with the Company.

In addition, the Agreement provides that the Investor shall be entitled to participate in up to 15% of any capital increase or issue of convertible financial instruments of the Company, on the same terms and conditions as those offered to any third party, within 12 months of the date of this Agreement.

1.7 Warrant

The Agreement also provides for the issuance, as of today's date, of 2,500,000 Warrants. The Warrant Capital Increase has been resolved to service the exercise of the Warrants.

With reference to the main terms and conditions of the Warrants, as governed by the relevant regulations forming an integral part of the Agreement (the “**Regulation**”), it should be noted that:

- the Warrants are issued in dematerialized form pursuant to Articles 83-*bis* et seq. of Legislative Decree No. 58/1998, through the centralized management system of Monte Titoli S.p.A., and will not be admitted to trading on any regulated market or multilateral trading facility;
- the Warrants are allocated free of charge to the Investor in accordance with the Agreement;
- each Warrant entitles the holder to subscribe to one (1) share resulting from the Capital Increase to Service the Exercise of Warrants (Compendium Share) (the “**Exercise Ratio**”);
- the exercise price of each Warrant (and therefore for the subscription of each Compendium Share) is set at Euro 2.04 (the “**Strike Price**”);
- the Warrants may be exercised, in whole or in part and in several tranches, at any time during the 5 years following their issue (the “**Exercise Period**”);
- upon expiry of the Exercise Period, any unexercised Warrants shall automatically lapse and become invalid.

The Strike Price and/or the Exercise Ratio may be adjusted upon the occurrence of specific transactions, including transactions involving the Company's share capital, in order to preserve the property rights of the Warrant holder, in accordance with the Warrant Regulation.

1.8 Dilution effects

It should be noted that the transaction as described could have a dilutive effect, which cannot be determined at present, on the shareholdings held by the current Shareholders of the Company, depending on how the transaction is carried out and, in particular, on the number of shares that will actually be issued in connection with the Reserved Capital Increase and the related Subscription Price of the various tranches, as well as the amount of Warrants that will be exercised from time to time. Based on the current number of UBM shares outstanding (24,482,586), the maximum dilution percentage for shareholders in the event of the issue of all the maximum 5,500,000 new shares resulting from the Reserved Capital Increase and the Capital Increase to Service the Exercise of Warrants would be approximately 18%.

Furthermore, the subsequent sale on the market by the Investor of the shares subscribed or received in execution of the Agreement could cause downward pressure and, consequently, a decline in the value of the Company's shares.

1.9 Information about the Investor and the SAP

Global Corporate Finance (<https://gcfinance.net>) is an american single family office focused on equity investments as cornerstone investor to support companies' development of business toward maximization of their market forward value.

The reasons that led the Investor to sign the Agreement are its desire to support Ulisse in solidifying its position as the best in class global leader in decentralized, low-cost, and rapid result genetic testing to dramatically improve human outcomes with respect to Infectious diseases, immune response disorders, personalized medicine, and microbiome optimization in human and non-human settings.

Sterling Atlantic, LLC (<https://www.statl.net>) is an American family office that has been co-investing and supporting undervalued growth companies for more than 20 years and working with a number of operating partners follows companies in achieving their expected value in line with potential while minimizing dilution to shareholders. As a satellite company of the Investor, indeed the apex roles are held by the same members of the Investor's family, the SAP plays a purely administrative role in the Arrangement and facilitates the management of the Fee.

1.10 Sale of UBM shares by the Investor

Global Corporate Finance has no lock-up obligations in relation to the shares acquired through the Reserved Capital Increase (or subsequent capital increases), the exercise of Warrants or the securities lending by the Share Lender.

The transfer of the Agreement and the transfer of the Warrants will not be permitted in favor of persons (i) who qualify as "U.S. Persons" within the meaning of Regulation S of the U.S. Securities Act of 1933, unless they qualify as "Qualified Institutional Buyers" within the meaning of Rule 144A of the same Securities Act, (ii) who cannot avail themselves of an exemption from the registration requirements of the Securities Act, including those who intend to make offers or sales that do not comply with Regulation S, and (iii) for whom the acquisition or transfer of UBM shares or Warrants would constitute an offer to the public or require the publication of a prospectus under applicable law in one or more relevant jurisdictions.

The responsibility for assessing whether or not there is an obligation to publish an offering prospectus in the event of a subsequent resale – pursuant to Article 5 of Regulation (EU) 2017/1129 and Article 100-*bis* of Legislative Decree 58/1998 and the relevant implementing provisions – remains with the Investor and any subsequent transferees who subsequently acquire the securities and then place them back on the market.

1.11 Additional information

The Reserved Capital Increase, the Warrant Capital Increase, and the issue of Warrants by the Company do not require the publication of any offering prospectus or listing prospectus pursuant to applicable regulations.

The Agreement does not provide for any changes in the composition of the Company's employees and corporate bodies.

For further information on the Reserved Capital Increase and Warrant Capital Increase, including the reasons for the exclusion of the option right, please refer to the explanatory report of the Board of Directors pursuant to Article 2441, paragraph 6, of the Italian Civil Code. and made available to the public today, together with the opinion of the Board of Statutory Auditors on the fairness of the share price, on the Company's website, www.ulissebiomed.com, Investor Relations section, "Investment agreement with GCF" sub-section, as well as on the website of Borsa Italiana at www.borsaitaliana.it in the Shares/Documents section.

This press release is available online at www.emarketstorage.com and on the Company's website, www.ulissebiomed.com, Investor Relations Section, Press Releases subsection.

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Ulisse Biomed S.p.A. is the head of a healthcare biotech group active in the development of innovative solutions in the fields of diagnostics, theranostics and therapeutics. Through its subsidiary Hyris Limited, the group operates in the cloud computing sector in the biotech sector. UBM and Hyris constitute an integrated group operating in the in vitro diagnostics industry, and in particular in molecular biology, with a distinctive positioning guaranteed by the presence of the entire industrial chain and the characteristics of technological innovation of the reagents designed and produced by UBM, on the one hand, and of Hyris' instrumentation and interpretative software, on the other. UBM has three proprietary technology platforms capable of generating innovative and competitive products: Sagitta (molecular diagnostics), NanoHybrid (theranostics and diagnostics) and Aptavir (therapeutics). UBM owns a portfolio of intellectual properties consisting of 9 international patent applications (4 related to Sagitta, 4 related to NanoHybrid and 1 related to Aptavir), 4 of which granted in Italy and Europe, covering the three technological platforms. Through Hyris, UBM has the Hyris System, a platform for molecular diagnostics consisting of proprietary hardware (HYRIS bCUBE) and cloud software (HYRIS bAPP).

