

Terms & Conditions

Consultancy services



1. Definitions

In these General Terms and Conditions ("Terms and Conditions") the following terms shall have the following meanings:

- a. **"Application"** means a written request for a grant and/or tax exemption;
- b. **'Service(s)'** means the service(s) provided by Ignite Group to the Customer under the Agreement, as described in the Agreement;
- c. **'Customer'** means the natural or legal person to whom Ignite Group provides Services under an Agreement;
- d. **'Agreement'** means the agreement between Ignite Group and the Customer detailing the Services to be provided by Ignite Group to the Customer;
- e. **'Party/Parties'** means the contracting party or parties to the Agreement;
- f. **'Decision'** (also referred to as a 'grant decision') means a message to the Customer, to (one of the) participants in a partnership of the Customer or third parties, informing them that an Application has been given a positive decision in whole or in part;
- g. **'Written'** means on paper, by post or by email
- h. **"Confidential Information"** means the information of the Customer or Ignite Group (a) designated in writing as confidential, (b) not generally known to the public, (c) not generally disclosed by a party to whom the information relates and/or from whom the information originated, and (d) information whose confidential nature is reasonably known;
- i. **'Ignite Group'** (also referred to as 'Contractor'): Ignite B.V. is located in

Enschede, the Netherlands and registered with the Chamber of Commerce under number 08118410.

2. Applicability of Terms and Conditions

1. The Terms and Conditions shall apply to all Agreements and other legal acts between Ignite Group and the Customer, unless expressly agreed otherwise in writing.
2. The applicability of any purchase or other conditions used by the Customer is expressly excluded.
3. The Terms and Conditions shall also apply to the Customer with respect to any third parties that Ignite Group may engage to execute Agreements.
4. Ignite Group reserves the right to change the Terms and Conditions from time to time. The amended Terms and Conditions will apply from the date specified in the notice of Ignite Group informing of the amendments. The amended Terms and Conditions shall apply to current Agreements. The Customer may terminate the Agreement by the end of the current contract period if the changes are material and/or unreasonably onerous, by notifying Ignite Group in Writing of the termination within 14 days of the announcement of the proposed amendments.
5. No amendments, additions or changes to the Agreement shall be valid unless in writing and signed by both Parties.
6. In the event of a conflict between the Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail.

3. Quotations

1. Quotations of Ignite Group shall be without obligation and revocable, unless the quotation indicates otherwise.
2. Offers, quotations and price agreements in Agreements do not automatically apply to future agreements.

4. Commencement, duration and termination of Agreement

1. The Agreement is entered into as of the start date stated in the Agreement.
2. The Agreement is for the duration specified in the Agreement. If no term is included, a term of 1 (one) year shall apply.
3. Unless otherwise agreed in Writing, after the end of the initial period, the Agreement shall be renewed for a period of 1 (one) year each time, unless one of the Parties notifies the other Party in Writing at least 2 (two) months before the end of the current contract period that it will terminate the Agreement.
4. The Agreement may be dissolved in writing, without judicial intervention, if the other Party, after having been given notice of default, fails to comply with its obligations under the Agreement within the reasonable period specified in the notice of default.
5. Ignite Group may terminate the Agreement in writing with immediate effect if: (a) the Customer is in liquidation or has been granted suspension of payment or if suspension of payment has been applied for (b) the Customer's company is liquidated; and (c) the Customer ceases its activities.
6. Upon termination of the Agreement, for any reason, Customer shall not make any further claim for the Services.

7. Termination of the Agreement shall not affect the Customer's obligation to make payments for amounts due under the Agreement.

5. Execution of agreement

1. The Agreement shall be deemed to accurately and completely reflect the agreements between Ignite Group and the Customer. If during the execution of an Agreement it appears that other or additional Services are necessary or desired, Parties will make further arrangements in mutual consultation and record them in Writing.
2. Ignite Group will perform the Services to the best of their knowledge and ability and will make every effort to achieve the best result for the Customer in the performance of the Agreement.
3. Ignite Group has the right - after consultation with the Customer - to engage third parties for the execution of the Agreement.
4. Ignite Group is not responsible for the substantive implementation of the project for which the grant/contribution was committed.
5. If a negative decision is taken on an Application, the Customer and Ignite Group will decide in consultation whether to lodge an appeal or objection.
6. If there is an opportunity to resubmit the Application, Ignite Group has the right to resubmit the Application based on the agreements in the Agreement.
7. If, within 24 months of a negative decision, the Customer decides to resubmit an Application itself or with a third party, Ignite Group has the right to invoice the Customer

in accordance with the agreements in the Agreement.

8. Ignite Group has the right to consider their assignment terminated if, in their opinion, there is no prospect of successful results within an acceptable time and with reasonable effort/cost. Ignite Group will then not be obliged to compensate the Customer for any damage and/or costs.
9. If the Customer decides, at any stage, not to submit and/or withdraw an Application prepared by Ignite Group, or decides not to continue with the project, the Customer will reimburse Ignite Group for the hours actually spent by Ignite Group. Ignite Group will provide an overview and invoice for this purpose. The hourly rate agreed in the Agreement shall be used for this purpose. If no hourly rate has been agreed upon, the current standard hourly rate of Ignite Group shall apply.

6. Obligations of Ignite Group

1. Ignite Group will provide the Customer news and background information on grants and other incentives from the various national and international organizations.
2. Ignite Group will identify grant opportunities for the Customer, write Applications and/or provide administrative support, all as set forth in the Agreement.

7. Obligations of the Customer

1. The Customer shall provide to Ignite Group, upon first request, all information required for the fulfilment of the requirements associated with the Application, so that the Contractor can properly take care of the

Application. The Customer warrants the accuracy, completeness and reliability of the data and information it provides to Ignite Group

2. The Customer shall only make use of subsidy and/or tax (exemption) facilities independently or through third parties after prior written permission from Ignite Group. This is to avoid duplications and discrepancies. If the Customer makes use of subsidy and/or tax (exemption) facilities without Ignite Group' permission, Ignite Group will receive as compensation an amount equal to the lost commission income.

8. Work on the Customer's location

1. If an employee of Ignite Group performs Services for the Customer on the Customer's premises, the Customer shall provide proper and safe working conditions, in accordance with the Working Conditions Act. This includes the Customer informing employees of Ignite Group about the Risk Inventory and Evaluation (RIE) used within the Customer's organization. Unless otherwise agreed, the Customer shall provide any necessary personal protective equipment to the employees of Ignite Group.

9. Force Majeure

1. Force majeure (a non-attributable non-performance)(*overmacht, een niet toerekenbare tekortkoming*) in these Terms and Conditions shall in any case include: war, military action, government action and/or government measures, failure or malfunction of telecommunications and Internet connections, and strikes.

2. In the event of force majeure, Ignite Group has the right to suspend all or part of their obligations under the Agreement, without the Customer being entitled to claim performance or compensation.
3. If the force majeure situation lasts longer than 3 (three) months or it seems impossible or unlikely that the Agreement can be complied with, either Party may choose to terminate the Agreement in Writing with due observance of a notice period of 2 (two) weeks, without any obligation to pay damages. If Ignite Group has partially fulfilled their obligations before or after the occurrence of the force majeure, it is entitled to a proportionate share of the compensation.

10. Prices, fees

1. For the Services, the Customer shall owe Ignite Group the fee as stated in the Agreement.
2. All prices and rates charged by Ignite Group are exclusive of VAT.
3. Ignite Group has the right to increase their prices and fees annually by 5% or the inflation correction based on the official figures provided by the Statistics Bureau Netherlands (CBS/ *Centraal Bureau voor de Statistiek*). Price increases within the meaning of this Article shall not be announced in advance. Ignite Group will inform the Customer prior to the occurrence of any other price adjustments.

11. Payment

1. The payment term for Ignite Group invoices is 30 days from the invoice date. Payment shall be made without deduction, discount or set-off.
2. The obligation to pay exists regardless of: (a) the contents of any subsequent decisions, (b) the actual full or partial payment of the grant, and (c) the actual realization of the tax exemption/deduction.
3. If payment is not received within the agreed period, the Customer is immediately in default and Ignite Group is entitled to late payment interest equal to the statutory commercial interest rate from the due date of the invoice until the date on which the amount owed is paid in full. Ignite Group also has the right to suspend its Services to the Customer until full payment is received.
4. All judicial and extrajudicial costs reasonably incurred by Ignite Group as a result of non-performance by the Customer shall be borne by the Customer. Extrajudicial costs will be calculated on the basis of the Debt Collection Costs Act (*Wet Incasso Kosten*).

12. Confidentiality

1. Neither Party shall disclose or use Confidential Information received from the other Party for (a) any purpose other than that for which it was obtained and/or (b) performance of obligations and/or exercise of rights under the Agreement.
2. Both Parties shall take all reasonable measures to comply with their confidentiality obligations and they guarantee that their employees and hired third parties will comply with them.
3. The confidentiality obligation does not apply to information or data that (a) was already in

the lawful possession of the receiving party before it was received from the disclosing party; (b) was developed independently by the receiving party without the use of information or data from the disclosing party; (c) is or will become generally known or accessible, other than by an act or omission of the receiving party; or (d) was disclosed to the receiving party by a third party, without violating any confidentiality obligation to the disclosing party.

4. The confidentiality obligations do not apply if Confidential Information must be disclosed by law, regulation or court order or by decision of a governmental authority. The receiving party will make all efforts to limit mandatory disclosure and - where permitted - inform the disclosing party of the mandatory disclosure.

13. Privacy/Personal Data

A. Personal data of the Customer

1. In connection with the performance of the Agreement, Ignite Group has the right to use personal data of the Customer that may fall within the scope of national and/or - if applicable - international legislation regarding the protection of personal data. These include but are not limited to names, phone numbers and email addresses. Customer is familiar with this. Customer allows Ignite Group to use the Customer's personal data for marketing related purposes. The Customer may revoke the granted consent at any time via a Written notice to Ignite Group.
2. Ignite Group has the right to share personal data of the Customer with third parties it engages for the performance of the

Agreement. These third parties are prohibited from using this personal data for any other purpose. Also Ignite Group has the right to disclose personal data to third parties in connection with the sale, transfer or delivery of (part of) Ignite Group' business or in the context of an audit. Ignite Group shall ensure that the third party will maintain confidentiality with respect to the personal data and will comply with the necessary security measures and instructions of Ignite Group.

3. For more information on how Ignite Group handles personal data, please refer to Ignite Group' Privacy Policy, to be accessed at <https://www.ignite-group.nl/en/privacy-cookie-policy/>

B. Personal data processed on behalf of the Customer

1. If and insofar as Ignite Group processes personal data (of the Customer and/or third parties, including employees of the Customer) for the Customer in the context of performing the Agreement, the following applies. The Customer is the (Processing) Controller, Ignite Group is considered a Processor within the meaning of the applicable privacy legislation (including General Data Protection Regulation, GDPR) and the Agreement, including these Terms and Conditions, shall be deemed an agreement within the meaning of Article 28 (3) of the GDPR.
2. Ignite Group shall only process personal data on behalf of and in accordance with the instructions of the Customer. The Customer determines which personal data of which categories of persons are to be processed by

Ignite Group on behalf of the Customer. Ignite Group has the right to use sub-processors to perform the Agreement and facilitate Services. These sub-processors will be bound by the same rules as Ignite Group with respect to personal data.

3. With respect to personal data that the Customer provides to Ignite Group for the performance of the Agreement, the following applies:
 - a. Customer warrants that it will process, store and use the personal data in accordance with all applicable (privacy) laws, regulations and codes of conduct;
 - b. Customer shall ensure that it has obtained all necessary consents and authorizations required to process and store personal data in Ignite Group or third party systems. Ignite Group shall not be responsible or liable to the Customer for obtaining any necessary consents or authorizations on its behalf; and
 - c. The Customer shall handle all requests from data subjects (including requests regarding rights of access, rectification, erasure, restriction of processing, objection and data portability) and/or regulatory authorities regarding personal data. If such requests from data subjects are received by Ignite Group, Ignite Group will refer the data subject(s) to the Customer.
4. It is the Customer's responsibility to ensure compliance with applicable legal (retention) periods of personal data provided to Ignite Group.
5. The Customer shall fully indemnify Ignite Group against all claims, costs, (financial) damages, revenues, lawsuits and fines that Ignite Group has to incur or suffers or that may be imposed in connection with claims by

the Customer, its employees, agents, consultants, (potential) customers of the Customer or any other third party, as well as by a supervisory authority, in relation to data processed by the Customer and/or Ignite Group in the context of the Agreement (including as a result of claims that such processing violates local and/or international data protection legislation and/or other legislation concerning the processing of personal data). This indemnification shall not apply to the extent that any matter complained of is reasonably and directly attributable to a failure of Ignite Group to perform their obligations under the Agreement.

6. Ignite Group will take appropriate technical and organizational measures against loss, damage, destruction and/or unauthorized or unlawful processing of personal data provided by the Customer to Ignite Group or entered into Ignite Group' systems. At the request of the Customer, an overview of the measures in force at that time will be provided to the Customer. Customer is responsible for taking the necessary security measures within its own organization to prevent the loss, damage, destruction and/or unauthorized or unlawful processing of personal data.
7. Ignite Group will not make any data available to third parties, except as expressly provided otherwise in the Agreement, in these Terms and Conditions and/or may be reasonably necessary to enable Ignite Group to fulfil their obligations under the Agreement and/or when Ignite Group is required to do so by law, by regulation, by court order or by order of a governmental authority.

8. Ignite Group will inform the Customer without undue delay if there is a security breach of personal data that leads or may lead to a significant risk of serious adverse consequences for the protection of personal data. If possible, Ignite Group will also recommend measures to mitigate negative consequences of the breach. Reporting data breaches to the Dutch Data Protection Authority and, if necessary, to data subjects, will be done by the Customer. In this respect Ignite Group shall be in no way responsible or liable.
9. Ignite Group may outsource portions of the processing of personal data in the performance of the Agreement to a third party in compliance with applicable laws and regulations, with Ignite Group remaining responsible for compliance with the Agreement and these Terms and Conditions. Ignite Group shall ensure that the third party observes confidentiality with respect to the personal data as well as the necessary instructions and appropriate technical and organizational security measures as provided for in the Agreement and these Terms and Conditions. The Customer has the right to have an independent third party verify that Ignite Group and the third parties it engages are adhering to agreements made. The costs for this shall be borne by the Customer.
10. Upon termination of the Agreement or upon the Customer's written request, Ignite Group shall destroy the personal data or transfer it to the Customer, at the Customer's option.

14. Intellectual Property Rights

1. All copyrights, trade name rights, trademark rights and other intellectual property rights

(hereinafter collectively: "Intellectual Property Rights") that exist or arise, related to Services provided by Ignite Group, are the exclusive property of Ignite Group or their licensor(s). This includes but is not limited to publications and systems made available by Ignite Group.

2. None of the provisions contained in the Agreement or these Terms and Conditions may be construed to result in a full or partial assignment of those rights to Customer.
3. No part of the publications issued by Ignite Group may be made public or reproduced in any way, including storage in a computerized file.
4. The Customer is not permitted to remove or change indications regarding Intellectual Property Rights from material.

15. Complaints

1. In the event of complaints about Services provided, the Customer must notify Ignite Group in writing within 14 days of delivery of the Service(s). Complaints about invoices must be received in writing by Ignite Group within 14 days of the invoice date. Complaints submitted do not suspend the Customer's payment obligation.

16. Liability

1. Ignite Group shall only be liable for damage resulting from a failure in the performance of the Agreement insofar as such failure is the result of a lack of care that is reasonably to be expected of Ignite Group or in the event of intentional act or omission or gross negligence (*opzet of grove schuld*).

2. Ignite Group is only liable for direct damages. These include only reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these Terms and Conditions, any reasonable costs incurred to have the faulty performance of Ignite Group conform to the Agreement, insofar as they can be attributed to Ignite Group, and reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these costs have resulted in the limitation of direct damage as referred to in these Terms and Conditions.
3. Ignite Group is not liable for any Service not being accessible, temporarily or otherwise, due to failure or malfunction of equipment, software and facilities of Ignite Group. Furthermore, Ignite Group is not liable for indirect damages, which shall in any event include consequential damages, lost profits, lost savings and damage due to business interruption.
4. Ignite Group shall never be liable for any damage resulting from incorrect, incomplete or late information provided by the Customer.
5. If Ignite Group is liable for any damage suffered, the amount of compensation will be limited to the amount paid in the relevant case under Ignite Group' applicable liability insurance policy.
6. If for any reason no payment is made under Ignite Group' applicable liability insurance, Ignite Group' total liability shall be limited to a maximum of 100% of the agreed mediation fee.
7. The performance of the Agreement by Ignite Group is done exclusively for the benefit of

the Customer. Third parties cannot derive any rights from the Services. The Customer shall indemnify Ignite Group against all third party claims arising from or related to the performance of the Agreement.

8. The limitation and exclusion of liability described in this Article is also stipulated on behalf of third parties engaged by Ignite Group for the performance of the Agreement.
9. Claims for alleged liability of Ignite Group must be made as soon as possible but no later than 12 (twelve) months after the termination of the Agreement.

17. Applicable law

1. All Agreements and legal acts between the Customer and Ignite Group shall be governed by Dutch law.
2. Customer and Ignite Group will prefer to resolve their disputes amicably.
3. If the Customer and Ignite Group are unable to resolve a dispute amicably within a reasonable period of time, the dispute shall, at the request of either party, be settled by the court in the district of Overijssel, the Netherlands.

18. Transfer

1. The Customer is not permitted to transfer rights and/or obligations under the Agreement or the entire Agreement to a third party without prior written permission from Ignite Group.
2. Ignite Group may subcontract obligations under the Agreement to third parties and assign the Agreement to third parties (under any title).

19. Non-recruitment

1. During the term of the Agreement and for a period of 12 months after its termination, the Customer is not permitted, without the prior written consent of Ignite Group, (i) to approach employees of Ignite Group directly or indirectly for employment with the Customer, to employ such employees or to have such employees perform self-employed work or through the Customer for third parties, or (ii) to use or respond to services offered by persons whom, during the term of the Agreement, were involved on Ignite Group side delivering the work to the Customer.
2. In the event of violation of the provisions of paragraph 1, the Customer shall owe Ignite Group, without notice of default or judicial intervention being required, an immediately payable penalty of €25,000 per violation, increased by €500 for each day that the violation continues, as compensation for the investment in training and professionalism of the employee in question lost by Ignite Group. This penalty shall be without prejudice to Ignite Group' right to recover the full amount of damage suffered.
3. If the Customer engages an employee of Ignite Group to perform work on behalf of third parties, the Customer shall include in the agreement with the relevant third party a perpetual clause in favour of Ignite Group with similar content and purport as this article.

4. If prior to the Agreement, the Customer intends to hire an employee of Ignite Group, the Customer and Ignite Group will consult on the matter and record agreements in Writing.

20. Other provisions

1. Provisions of these Terms and Conditions and/or the Agreement that are expressly or impliedly intended to remain in effect after termination of the Agreement, such as but not limited to confidentiality, intellectual property rights and liability, will remain in effect after termination of the Agreement and will continue to bind the Customer and Ignite Group.
2. In cases where a Party does not require strict compliance with these Terms and Conditions or any provision of the Agreement, such Party does not lose the right to require strict compliance in future cases, similar or otherwise.
3. If any provision of the Terms and Conditions and/or Agreement is found to be wholly or partly void, voidable or in conflict with the law, this will not affect the validity of the entire Terms and Conditions and/or Agreement. The parties shall adopt a new provision of similar effect by way of replacement, which is not, in whole or in part, void, voidable or in conflict with the law.
4. These Terms and Conditions have been drawn up in English for convenience. If there is a difference of opinion about the content or purport of these Terms and Conditions, the Dutch text will be binding.