

TERMS OF AGREEMENT

We are **INNOFUND IRELAND LIMITED** (a company registered in Ireland under company number **822345**) and shall be referred to hereunder as “we”, “our” or “us”. You are named in the Letter of Engagement and shall be referred to hereunder as “you” or “your”. We may each be referred to as a “party” and collectively “the parties”. Below, we outline the terms which will govern our agreement with you. These are effective **12th January 2026** and, alongside our Letter of Engagement, constitute a legally binding agreement between us.

If you are unsure as to the implications of this agreement, you should seek your own independent legal advice. In agreeing these terms, you are acknowledging you have not been induced into entering into this agreement by advice or representation from us regarding its implications or your obligations under it.

OUR AGREEMENT:

1. **Services:** The services we will provide are described in the Letter of Engagement (the **Services**). We will make reasonable efforts to meet any proposed deadlines for delivering and completing the Services; however, these dates are estimates and shall not be of the essence.
2. **Term:** We will provide the Services for the period described in the Letter of Engagement (the **Term**). After this initial Term, we will continue delivering the Services for each of your following accounting periods or fiscal years until you terminate this agreement or another termination event occurs (each period/year a **Term**).
3. **Standard of Care:** We will provide the Services with reasonable skill and care and following current industry best practices. Some of our Consultants may be qualified and regulated by professional organisations. If you have any complaints or concerns about how we are delivering the Services, please contact our Head of Consulting.
4. **An International Business:** Our Services may involve support from our international colleagues in the InnoFund Group. However, your relationship will remain with our Irish business, ensuring consistent quality and expertise.
5. You agree that our engagement will be exclusive for the Services and the Term. This means you are agreeing not to engage another to provide you with the same services (paid or otherwise) during the time you are under contract with us. This ensures we can remain accountable for our work and does not prevent you from outsourcing tasks that are peripheral to the Services to others, such as your accountants.
6. Unless you inform us otherwise, you agree that anyone instructing us on your behalf has the authority to do so. Additionally, if you request us to start work, verbally or in writing, we will assume you accept these terms.
7. You acknowledge that we will conduct due diligence checks, including searches on your Directors / Partners / Members / Persons with Significant Control and majority Shareholders, to comply with anti-money laundering regulations. Typically, we complete these checks at the outset of our relationship and without your input. However, if there is an anomaly or a complex corporate structure, you agree our Services may be delayed until the checks are complete. We regularly update these checks and reserve the right to terminate our agreement if continuing would be illegal.
8. You agree:
 - a) to provide timely, accurate and complete information and documentation (your **Instructions**) when requested; and
 - b) that we may rely on your Instructions as accurate and assume you have the necessary permissions and authority to share all parts of your Instructions with us lawfully.
9. If you do not intend to file a claim for tax relief or energy savings for any period during the Term, you agree to

provide us with documentary evidence when requested.

10. You agree to notify us within 14 days of submitting any claim or grant application related to our Services. Additionally, you must inform us within 14 days of receiving any communication from the Office of the Revenue Commissioners ("**Revenue**"), the energy savings provider, or the grant provider, and provide evidence of the relief or funding if requested.

PERSONAL DATA

11. We are an EU-based data controller. We will handle your personal data, and that of your staff and representatives, according to our Privacy Notice. We will only collect and process personal data to provide the Services and manage this agreement. Both parties will be data controllers under EU data protection laws.

INVOICING

12. After completing the Services for an accounting period or fiscal year, or once the amount of the relevant Benefit has been calculated, claimed, notified, approved or otherwise established, we may issue our invoice. VAT will be added where applicable.
13. Our fee will be calculated by reference to the total aggregate amount of the Benefit attributable to our Services, including every amount payable or available to you in the current or any subsequent accounting period or fiscal year. "Benefit" includes any tax credit, repayment, cash payment, offset, reduction in liability, carry-forward amount, grant, energy saving or other financial advantage, whether received immediately, by instalments, over multiple years or otherwise.
14. Our entire fee in respect of the total Benefit shall be invoiced and payable in full within 30 days of receipt of our invoice. The timing or structure under which the Benefit is paid, utilised or made available to you—including where it is paid or utilised over several years shall not defer, apportion or otherwise affect the amount or due date of our fee.
15. Our fee is payable whether or not you have received, utilised or realised the Benefit by the invoice due date. A Revenue enquiry, audit, payment delay, instalment arrangement, carry-forward period or

other restriction affecting the Benefit does not entitle you to delay, reduce, set off or withhold payment of our invoice, except where expressly provided in this agreement..

16. If we are engaged to optimise a claim you have already submitted, we will charge a % of any additional benefit awarded beyond what was previously accepted by Revenue, unless otherwise specified in our Letter of Engagement.
17. If you have difficulties settling our invoices, we may agree to a payment plan. This plan could include a discretionary interest rate of 4% above the current European Central Bank base rate, which you agree to pay if applied. You further agree that we may take enforcement action to recover any outstanding amounts if you default on the payment plan.
18. **If the awarded relief is lower than stated in our Services (or if your energy savings calculation is adjusted by your supplier), we may refund or credit the fees paid to you by us in proportion to the difference.** Any refund will be issued within 14 days of your notification. Where you have not already paid our fees, we will issue a credit note.

TERMINATION

19. Either party may terminate this agreement for convenience at the end of a Term by providing at least 30 (thirty) days' notice in writing. An email to your usual point of contact is sufficient, but we recommend you copy in our Head of Consulting.
20. If we are delayed or unable to fulfil our obligations under this agreement due to any act or omission on your part (**Client Default**) you agree:
 - a. we may suspend the supply of the Services until you make good the Client Default;
 - b. we shall not be liable for any losses, costs or expenses suffered or incurred by you because of any delay or suspension attributable to the Client Default; and
 - c. we may reserve the right to invoice you the greater of €4,500 (excluding VAT where applicable) or 60% of the fee we would have anticipated raising (calculated on an assessment of the likely tax relief or energy savings applicable to the unperformed period) as a reasonable estimate of our losses resulting from your non-performance.
21. Without affecting any other right or remedy available to it, either party may terminate this agreement with

immediate effect by giving written notice to the other if:

- a. the other fails to pay any amount due under this agreement and remains in default for more than 30 days after being requested to make such payment;
- b. the other commits a material breach of any term of this agreement and, if such breach is remediable, fails to remedy that breach within 30 days of being notified in writing to do so;
- c. the other repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or
- d. the other suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts, or, being a company or limited liability partnership, is deemed unable to pay its debts.

22. Termination or expiry of the agreement shall not affect the accrued rights or liabilities of either party.

INTELLECTUAL PROPERTY and CONFIDENTIALITY

23. If we have entered into a non-disclosure / confidentiality agreement with you before entering into this agreement, the terms of this agreement shall prevail in the event of any conflict.

24. Intellectual Property Rights ("IPR") means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights and registered design, rights in get-up, database rights and rights in data, topography right, service mark, application to register any of the aforementioned rights, right of confidence, the right to sue for passing off, utility, models, domain names and all similar rights, and any other intellectual or industrial property right of any nature whatsoever in any part of the world and, in each case whether registered or not:

- a) including any applications to protect or register such rights; and
- b) including all renewals and extensions of such rights or applications; and
- c) whether vested, contingent or future, and wherever existing.

25. "Confidential Information" includes IPR and means all information imparted or obtained under or in connection with this agreement which is of a confidential nature relating to the business or prospective business of any of the parties including but not limited to patents and patent applications, copyrighted information, proprietary information and ideas, technical information, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, templates, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and Services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties.

26. No party shall use the other's Confidential Information or IPR for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

27. **IPR:** You agree that we and our licensors (where applicable) shall retain all ownership of IPR in the Services, save where required for supporting a claim for tax relief or energy savings, you do not have any right to use, reuse or share the IPR in our Services with third parties (other than your professional advisors such as your accountants, lawyers and insurers).

28. All IPR in the constituent parts of your Instructions shall remain vested in you always save you agree to grant us the right to use and reuse that IPR for the purpose of providing the Services only, and for sharing with our professional advisors (including our regulators, lawyers and insurers).

29. CONFIDENTIAL INFORMATION

- 29.1 Neither party may disclose the other party's Confidential Information to any third party without the other party's prior written consent, except as expressly permitted by this clause 29.

29.2 A party may disclose the other party's Confidential Information:

(a) to its employees, officers, professional advisers, auditors, insurers and members of its corporate group who need the information for the purpose of exercising that party's rights or performing its obligations under this Agreement, provided that the disclosing party ensures that each recipient is subject to obligations of confidentiality no less protective than those contained in this Agreement;

(b) where the information is already lawfully in the public domain other than because of a breach of this Agreement;

(c) where the information was lawfully in the receiving party's possession before it was disclosed by the other party;

(d) where the information is lawfully received from a third party without restriction on disclosure;

(e) where the information is independently developed by the receiving party without reference to the other party's Confidential Information, as demonstrated by written evidence; or

(f) where disclosure is required by applicable law, a court of competent jurisdiction or a regulatory, governmental or administrative authority.

29.3 Where disclosure is required under clause 29.2(f), the receiving party shall, to the extent legally permitted:

(a) notify the other party in writing before making the disclosure;

(b) disclose only the minimum amount of Confidential Information legally required; and

(c) provide reasonable assistance, at the other party's cost, if the other party wishes to challenge or limit the disclosure.

29.4 Neither party shall use the other party's Confidential Information for any purpose other than exercising its rights or performing its obligations under or in connection with this Agreement.

29.5 Each party shall take reasonable technical and organisational measures to protect the other party's Confidential Information against unauthorised or unlawful access, use, disclosure, alteration, loss or destruction.

30. CONTINUING CONFIDENTIALITY OBLIGATIONS

30.1 The obligations contained in clauses 29 and 30 shall continue after the expiry or termination of this Agreement.

30.2 The obligations shall continue for five years after expiry or termination, except in relation to:

(a) trade secrets, for which the obligations shall continue for as long as the relevant information remains a trade secret; and

(b) personal data, which shall continue to be protected for as long as required by applicable data protection law.

31. LIABILITY

CLIENT RESPONSIBILITY AND THIRD-PARTY DECISIONS

31.1 InnoFund will provide the Services with the reasonable skill, care and diligence described in this Agreement. The Services are advisory in nature and do not constitute a guarantee that any tax relief, grant, energy saving, funding or other benefit will be obtained, retained or accepted.

31.2 The Client remains responsible for:

(a) deciding whether to act upon InnoFund's advice;

(b) reviewing and approving every claim, application, calculation, return, filing and supporting document before submission;

(c) ensuring that all information and documentation supplied to InnoFund is accurate, complete, current and provided on time; and

(d) complying with all applicable legal, taxation, regulatory, accounting and filing obligations.

31.3 InnoFund shall not be liable for any decision, delay, investigation, audit, adjustment, refusal, withdrawal, recovery, interest, penalty or other action taken by Revenue, a grant provider, an energy supplier, a regulatory authority or any other third party, except to the extent directly caused by InnoFund's negligent performance of the Services or material breach of this Agreement.

31.4 InnoFund shall not be liable to the extent that any loss arises from or is increased by:

(a) inaccurate, incomplete, misleading or late information supplied by or on behalf of the Client;

(b) the Client's failure to follow InnoFund's written advice;

(c) an act or omission of the Client or any of its employees, officers, agents, professional advisers or other service providers;

(d) the Client approving a filing or document containing an error that was reasonably capable of being identified during the Client's review;

(e) a change in law, official guidance, administrative practice or interpretation occurring after InnoFund delivered the relevant Services; or

(f) any matter outside InnoFund's reasonable control.

32. FINANCIAL LIMITATION OF LIABILITY

32.1 Subject to clause 33, InnoFund's total aggregate liability arising out of or in connection with this Agreement or the Services, whether arising in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise, shall not exceed the lower of:

(a) the total fees, excluding VAT and expenses, actually paid to InnoFund under the relevant Letter of Engagement during the 12 months immediately preceding the event giving rise to the claim; and

(b) €50,000.

32.2 Where the Client has paid no fees before the event giving rise to a claim, InnoFund's total aggregate liability shall not exceed the fees payable for the Services to which the claim relates, subject always to a maximum of €50,000.

32.3 The limitation in this clause 32 is a single aggregate limit applying collectively to all claims arising under or in connection with this Agreement, including all claims arising from the same or related circumstances and all claims made by the Client or any person claiming through the Client. The limit shall not apply separately to each claim, claimant, Service, accounting period, fiscal year, cause of action or legal basis.

32.4 The existence of more than one Letter of Engagement, claim, event, accounting period or fiscal year shall not increase the applicable aggregate liability limit unless InnoFund expressly agrees otherwise in writing.

32.5 Any amount paid by InnoFund in settlement or satisfaction of a claim shall reduce the remaining aggregate liability limit by that amount.

32.6 The parties acknowledge that InnoFund's fees have been calculated in reliance on these limitations, that the limitations allocate risk between the parties and that the Client is responsible for maintaining appropriate

insurance against losses exceeding the applicable liability limit.

33. LIABILITIES THAT ARE NOT LIMITED

33.1 Nothing in this Agreement excludes or limits liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability that cannot lawfully be excluded or limited.

34. EXCLUDED LOSSES

34.1 Subject to clause 33, InnoFund shall not be liable for:

(a) any indirect or consequential loss;

(b) any loss of profit, revenue, business, contracts, anticipated savings, opportunity, goodwill or reputation;

(c) any loss or corruption of data;

(d) any business interruption;

(e) any exemplary, punitive or special damages; or

(f) any interest, surcharge, fine, penalty or additional tax imposed by Revenue or any other third party,

in each case whether the relevant loss is direct or indirect, foreseeable or unforeseeable, contemplated by the parties or otherwise, to the fullest extent permitted by law.

34.2 InnoFund shall not be liable for any loss that the Client could reasonably have avoided or reduced. The Client shall take reasonable steps to mitigate every actual or potential loss.

34.3 InnoFund shall not be liable more than once for the same loss, and the Client shall not recover more than its actual proven loss.

34.4 Nothing in this clause 34 shall increase or extend any liability that InnoFund would not otherwise have under this Agreement or applicable law.

35. CLAIM PROCEDURE AND TIME LIMITS

35.1 The Client shall notify InnoFund in writing of any actual or potential claim as soon as reasonably practicable and no later than six months after the Client became aware, or ought reasonably to have

become aware, of the circumstances giving rise to the claim.

35.2 The notice must provide reasonable details of the facts, alleged breach, loss, calculation of the loss and all available supporting documents.

35.3 Subject to clause 33, InnoFund shall have no liability unless the Client:

(a) complies with clauses 35.1 and 35.2; and

(b) commences and validly serves court proceedings within 12 months after the Client became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim.

35.4 In all circumstances, and subject to clause 33, no claim may be commenced more than 18 months after completion of the Services giving rise to the claim.

35.5 The Client shall give InnoFund a reasonable opportunity to investigate and, where reasonably possible, remedy or mitigate the matter before the Client incurs material third-party costs, admits liability or settles or compromises the matter.

35.6 No admission, settlement or compromise made without InnoFund's prior written consent shall bind InnoFund.

36. RECOVERY OF INNOFUND'S FEES

36.1 The Client shall reimburse InnoFund for reasonable external legal and debt-recovery costs incurred in recovering overdue and undisputed fees, together with statutory interest and fixed recovery compensation available under applicable law.

36.2 Nothing in clause 36.1 limits the power of a court to determine the legal costs of proceedings before it.

36.3 InnoFund does not indemnify the Client for the Client's legal or enforcement costs except to the extent expressly ordered by a court of competent jurisdiction.

MISCELLANEOUS

37. Subject to the Client not otherwise being in breach of this Agreement and provided that all invoices have been paid in full, InnoFund will provide reasonable support, guidance and assistance in defending a claim relevant to the Services. This includes an audit of the Client's claim by Revenue, in which case InnoFund may require the Client to enter into a

separate Letter of Engagement. Unless otherwise agreed in writing, InnoFund's obligations shall not extend beyond an appeal to the Tax Appeals Commission or participation in alternative dispute resolution. Where the Client has defended the claim itself, engaged a third party or accepted a settlement contrary to InnoFund's written advice, InnoFund shall not be required to provide a refund or credit under clause 18.

38. InnoFund may make filings on behalf of the Client with Revenue or another relevant authority, provider or supplier. Where InnoFund makes a filing using collaborative software or otherwise, the Client shall review and approve the information before submission. By approving the filing, the Client confirms that the information is accurate and complete and accepts responsibility for that approval. The Client shall notify InnoFund immediately of any error or omission. InnoFund shall not be responsible for an error or omission of which it has not been informed.

39. If any provision or part of a provision of this Agreement is found to be invalid, illegal or unenforceable, that provision or part shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, it shall be severed. Any modification or severance shall not affect the validity and enforceability of the remaining provisions.

40. A failure or delay by either party to exercise any right or remedy under this Agreement shall not constitute a waiver of that or any other right or remedy. A single or partial exercise of a right or remedy shall not prevent its further exercise or the exercise of any other right or remedy.

41. This Agreement, comprising these terms, the applicable Letter of Engagement and the documents expressly incorporated into either of them, constitutes the entire agreement between the parties concerning its subject matter and supersedes any previous agreement, assurance, statement, representation or understanding relating to that subject matter.

42. The Client confirms that it has conducted its own due diligence concerning InnoFund's business and the parties' respective expectations, obligations and responsibilities before entering into this Agreement. The Client's obligations are not contingent upon any due diligence or other enquiries

- 43.** remaining incomplete at the date of this Agreement. InnoFund will use reasonable efforts to respond to reasonable post-contractual due diligence enquiries, but the Client shall not be entitled to delay, reduce, set off or withhold payment while such enquiries are outstanding.
- 44.** InnoFund may amend these terms by giving the Client at least 30 days' written notice. An amendment shall not apply retrospectively to Services already completed or invoices already issued. If the Client does not accept a proposed amendment, it may terminate this Agreement by giving written notice before the amendment takes effect. Continued instruction of InnoFund or continued receipt of the Services after the effective date of the amendment shall constitute acceptance of the amended terms.
- 45.** A person who is not a party to this Agreement shall have no right to enforce any provision of it. InnoFund may subcontract the performance of any of its obligations to another member of the InnoFund Group, but InnoFund shall remain responsible to the Client for the performance of the subcontracted obligations. Neither party may otherwise assign, transfer or novate any of its rights or obligations under this Agreement without the other party's prior written consent, such consent not to be unreasonably withheld or delayed.
- 46.** This Agreement and any dispute or claim arising out of or in connection with it, including any non-contractual dispute or claim, shall be governed by and construed in accordance with the laws of Ireland. Each party irrevocably submits to the exclusive jurisdiction of the courts of Ireland in relation to any such dispute or claim.

MARKETING AND PUBLICITY

46.1 Unless the Client expressly notifies InnoFund otherwise in writing, the Client grants InnoFund a

non-exclusive, royalty-free and revocable permission to:

- (a)** identify the Client as a client of InnoFund;
- (b)** use the Client's name, trading name and logo in InnoFund's client lists, credentials, proposals, presentations, website, social media channels and other corporate marketing materials; and
- (c)** provide a brief, factual and non-confidential description of the general nature of the Services provided to the Client.

46.2 InnoFund shall use the Client's name and logo in accordance with any reasonable brand guidelines supplied by the Client and shall not represent that the Client endorses InnoFund or any of its Services.

46.3 InnoFund shall not disclose:

- (a)** the amount or details of any tax relief, grant, energy saving, funding or other Benefit obtained or sought by the Client;
- (b)** any of the Client's Confidential Information;
- (c)** any personal data relating to the Client's employees, officers, customers or other representatives; or
- (d)** any testimonial, quotation or detailed case study attributed to the Client,

without the Client's separate prior written approval.

46.4 The Client may withdraw the permission granted under clause 46.1 at any time by notifying InnoFund in writing. Following receipt of that notice, InnoFund shall cease any new use of the Client's name and logo and shall remove existing digital references within a reasonable period. InnoFund shall not be required to recall or destroy printed materials produced before receiving the Client's notice but shall not reproduce those materials.

46.5 This clause does not authorise InnoFund to send electronic direct marketing communications to any individual. Any such communications shall be sent only in accordance with applicable data protection and electronic communications law.