

GENERAL TERMS AND CONDITIONS OF AWARD

Version 2019

The foundation Stichting Fonds 1999 (hereinafter: **Fonds 1999**) makes financial contributions to projects that meet one or more of the core values of Fonds 1999: to bring happiness, to make a positive contribution to society, and to cultivate, preserve and pass on culture and nature to future generations. Education in the broadest sense of the word forms an important principle underlying the selection of projects, since individuals who are willing to continue learning throughout their lives and who are open to new ideas and influences promote a strong society and can be a positive influence in this regard. In addition to alignment with our core values, important criteria include passion, entrepreneurship, an expert and committed organisation and competent management. Fonds 1999 is neutral, and dissociates itself from any political or religious statement of any kind. The Fonds 1999 board personally selects the projects it wishes to support. Submitting an application is not possible. Both one-off and multi-year projects may receive support.

Fonds 1999 is an encouragement fund: it wishes to set an example that will inspire other donors to contribute. On the other hand, pledges from other external donors are a condition for a possible pledge by Fonds 1999.

If it pledges a financial contribution to an organisation's project, Fonds 1999 drafts a letter of undertaking, which is signed by the Chairman and Treasurer. The letter of undertaking specifies any additional conditions and the requirements in respect of accountability in more detail. The letter and the General Terms and Conditions jointly constitute the conditions that apply to the pledge.

1. Fonds 1999's financial contribution is based on the information received from the applicant organisation (hereinafter: the **applicant**), in particular the project plan and the project budget with a coverage plan, with an overview of additional financing from equity funds in cash (not being sponsorship in kind, crowd funding, donations from annual donors and individuals, and proceeds from merchandising).
2. Fonds 1999's contribution consists of a gift. The pledge is made by Fonds 1999 subject to the condition of full compliance by the applicant with the agreements made with Fonds 1999, including these General Terms and Conditions.
3. A binding agreement only arises once the letter of undertaking has been signed by Fonds 1999 and the applicant, and Fonds 1999 has received the letter returned to it signed by both parties. The letter of undertaking must be signed by a representative of the applicant authorised for that purpose, as evidenced by a recent extract from the Chamber of Commerce enclosed with that letter.
4. The applicant must inform Fonds 1999 in good time of any changes to the organisation, project design, budget, coverage plan, project start and end dates and any other circumstances which could affect the amount of the financial contribution as well as the progress of the project.

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5. The pledged amount, which is payable by the applicant, is inclusive of any (gift) duties or other fiscal levies, such as VAT.

6. The applicant may not transfer its rights or obligations by virtue of this agreement to third parties without Fonds 1999's prior written consent.

7. If it transpires that the total costs of the project are less than the total costs estimated by the applicant for the project in question, the applicant is obliged to repay the surplus immediately, in proportion to the amount paid out by Fonds 1999.

8. If the project does not go ahead, the applicant is required to repay the entire amount of the contribution made available by Fonds 1999.

9. Fonds 1999 reserves the right to withdraw the pledge or adjust the amount pledged, if:

a. in the opinion of Fonds 1999, the applicant fails to comply with the agreements in full or in part, or no longer complies with them correctly. This includes, but is not limited to, matters which conflict with the core values and the neutral character of Fonds 1999, such as political statements made by the applicant;

b. in the opinion of Fonds 1999, no, or insufficient, progress is being made or has been made with the project;

c. in the opinion of Fonds 1999, the financial contribution made available by Fonds 1999 is not needed, or is not needed in full;

d. the applicant is the subject of a petition for bankruptcy, suspension of payments or debt restructuring, or attachment is levied on a substantial part of the applicant's assets;

e. Fonds 1999 does not agree with the documents submitted by the applicant as referred to at Article 1 above;

f. the project design changes and Fonds 1999 does not agree to a change in the project design;

g. having given the applicant notice of default in this respect, Fonds 1999 does not receive any financial accounting from the applicant;

h. the project does not commence within the period specified in the letter of undertaking;

i. the project is not completed within two years of acceptance of the pledge (unless an extension has been granted).

In the cases referred to in paragraphs (a) to (i) inclusive, Fonds 1999 may require full or partial repayment of any amounts paid out.

10. Payment of the financial contribution takes place as follows: 90% at the start of the project and 10% upon receipt and approval of the evaluation and financial accounting.

Fonds 1999 effects payment when the applicant sends a request for payment. The applicant sends a first payment request when the envisaged project definitively goes ahead. Fonds 1999 will transfer the required funds if, at the first payment request, an overview is received on how the project has been financed, as well as a confirmation on how the project has been financed, as well as a confirmation that the intended costs have indeed been incurred or will be incurred by the applicant (invoice copy/order confirmation/progress report). The applicant will send this information digitally, stating the bank account number to which the pledged amount can be transferred to. The applicant sends a second payment

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request when the evaluation and financial accounting as set out below at Article 11 have been approved by Fonds 1999.

11. To enable Fonds 1999 to assess the progress of the project financed, the applicant is obliged to send a substantive and financial evaluation of the project upon its completion. At the end of the project, the applicant must provide an overview of the estimated and actual costs and income. In the event of major discrepancies between the budget and the costs actually incurred, an explanation must be provided. This evaluation must be sent within three months of the project's completion. Fonds 1999 also receives a digital copy of the annual report and accounts adopted by the applicant's board for the previous financial year.

In the case of multi-year projects, the applicant must send an interim evaluation within three months of the close of each project year. In the case of multi-year projects, further payments may be discontinued if the interim evaluation does not inspire sufficient confidence that the applicant will achieve the original objectives within the agreed time limit.

12. Fonds 1999 is entitled to appoint a chartered accountant / investigator in order to gain insight into the way in which the pledged funds are spent and used at the applicant.

13. The applicant is not permitted to disclose any information about Fonds 1999 and/or about the content of correspondence, discussions, emails, etc. with Fonds 1999.

14. The applicant is only permitted to display a logo on its own publications if Fonds 1999 has given prior consent in this regard, in writing or by email, prior to each publication. This also applies to the logo being displayed in annual reports and budgets that may be inspected by other donors.

15. The applicant must use the name of Fonds 1999 in the applicant's own press releases or announcements as follows: Fonds 1999.

16. Fonds 1999 is not liable for damage resulting from or in connection with the applicant's project or the financial contribution, unless the damage is the direct result of intent or gross negligence on the part of Fonds 1999. The applicant indemnifies Fonds 1999 against third-party claims for compensation for such damage.