

BUROHELP SOCIAL CARE PARTNER AGREEMENT

This Social Care Exposure Agreement ("Agreement") is made between Burohelp, a company registered under the laws of The Netherlands, with its principal place of business at Jan Pieterszoon Coenstraat 7, 2595 WP, The Hague, The Netherlands, and the social care partner.

WHEREAS, Burohelp provides support services to individuals facing various challenges through its platform; and

WHEREAS, Institution is dedicated to supporting citizens, refugees, diasporas and/or students of their country residing in another country.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Purpose

The purpose of this Agreement is to establish terms and conditions governing the exposure and communication of the relationship between Burohelp and the Institution through various channels, including but not limited to social media, websites, events, and publications.

2. Definitions

- a. "Parties" shall mean Burohelp and Institution collectively.
- b. "Exposure" shall mean the promotion and communication of the partnership between the Parties.
- c. "Social Media Platforms" shall refer to platforms such as Facebook, X (formally Twitter), LinkedIn, Instagram, and any other social media platform agreed upon by the Parties.
- d. "Website" shall refer to the official websites of the Parties.

3. Term

This Agreement shall commence on the day of acceptance by the social care partner and shall continue for an indefinite period of time, unless terminated in accordance with the terms herein.

4. Scope of Exposure

- a. Burohelp shall have the right to communicate the relationship between the Parties on its official social media platforms, including but not limited to Facebook, X, LinkedIn, and Instagram.
- b. Burohelp may also feature information about the partnership on its official website, including logos, testimonials, and success stories.
- c. The Institution shall reciprocate by promoting the partnership with Burohelp on its own social media channels and website.

5. Intellectual Property



- a. Each Party shall retain all rights, title, and interest in their respective logos, trademarks, and other intellectual property.
- b. Burohelp is granted a non-exclusive, royalty-free licence to use Institution's name and logo solely for the purposes outlined in this Agreement.
- c. The Institution is granted a non-exclusive, royalty-free licence to use Burohelp's name and logo solely for the purposes outlined in this Agreement.

6. Content Approval

- a. Any content related to the partnership, including but not limited to social media posts, articles, and press releases, shall be subject to the approval of both Parties.
- b. Approval shall be granted in writing by authorised representatives of each Party.
- c. Within the framework of the Contract, the Partner is bound to the proper execution of their obligations of advice and information and must follow the here stipulated <u>Guidelines</u> to ensure the proper exposure of Burohelp.

7. Compliance with Laws

Both Parties shall comply with all applicable laws and regulations in connection with their activities under this Agreement.

8. Confidentiality

- a. Any confidential information shared between the Parties shall be kept confidential and not disclosed to any third party without prior written consent.
- b. The Parties shall take all reasonable measures to protect the confidentiality of such information.

9. Termination

- a. Either Party may terminate this Agreement upon 30 days written notice to the other Party if:
- i. The other Party breaches any material term or condition of this Agreement and fails to cure such breach within 15 days of receiving written notice thereof; or
 - ii. The other Party becomes insolvent, bankrupt, or goes into liquidation.
- b. In the event of termination, all rights and obligations of the Parties under this Agreement shall cease, except for those provisions that by their nature survive termination.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of The Netherlands.

11. Dispute Resolution

Any dispute arising out of or in connection with this Agreement shall be resolved through amicable negotiations between the Parties. If the dispute cannot be resolved amicably, it shall be submitted to mediation in accordance with the mediation rules of The Netherlands.

KVK: 92454097

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12. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter herein and supersedes all prior agreements and understandings, whether written or oral.

13. Amendment

Any amendment to this Agreement must be made in writing and signed by both Parties.

14. Waiver

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it at a later time.

15. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

16. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

17. Headings

The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

18. Notices

Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered or certified mail, or transmitted by electronic mail to the Parties at the addresses set forth herein or such other address as may be designated by written notice.

19. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

20. Acceptance

By signing below, the Parties acknowledge that they have read, understood, and agreed to be bound by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first above written.

KVK: 92454097