

BUROHELP SOCIAL EMPOWERMENT PARTNER AGREEMENT

This Social Impact Partner Agreement (the "Agreement") is made between Burohelp, with its principal place of business located in The Netherlands, and the social impact partner organisation that provides services to their clients.

Burohelp is a Corporate Social Responsibility Service Platform dedicated to helping companies find ways to give back to the community that serves them. With a focus on boosting social impact, Burohelp aims to support businesses in enhancing their corporate social responsibility.

In order to promote and market its range of solutions efficiently, Burohelp wishes to rely on an extensive and dynamic network of partners.

The Partner is a service provider linked to the digital marketing industry who has, in their field of activity, recognised experience and know-how. They are able to provide Burohelp with prospects interested in Burohelp's solutions.

The purpose of this contract (hereinafter the "Contract") is to define the relationship between Burohelp and the Partner.

The Parties confirm that they mutually accept the present provisions stipulated in the Contract and its appendices as of the date of signature of the Contract, which corresponds to the date of signature of the Partner affixed below. Any handwritten changes are considered void.

Article 1. Definitions

For the purposes of this Agreement, the terms below, in the plural or singular and beginning with a capital letter, shall have the following meanings:

- "Client" refers to the client who subscribes to a Burohelp solution.
- "Party" refers, depending on the context, to one or the other of the parties to the Contract and the "Parties" refer collectively to Burohelp and the Partner.
- "Prospect" means companies that are not yet customers of Burohelp.
- "Solution" refers to the Burohelp Platform.

Article 2. Purpose

The purpose of this Agreement is to govern the Partner's actions with the Prospects selected by them and interested in the Burohelp Solution. It governs the conditions of choice and

acceptance of Prospects by Burohelp, as well as the possible conditions of remuneration of the Partner for the Clients effectively brought in.

Article 3. Duration

The Contract is signed for an indefinite period from the date of signature.

Article 4. No Geographical Exclusivity

The Partner does not benefit from any geographical exclusivity.

Article 5. Operation of the Partnership

During its business, the Partner may become aware of corporate social responsibility needs expressed by its own customers and prospects. To meet these needs, the Partner may, at its convenience and at its sole discretion, solicit Burohelp or refer the customer or prospect concerned to it and request or not request the payment of a commission for the prospects brought to Burohelp that have effectively subscribed to Burohelp's offer. For the sake of independence, the Partner may, in fact, waive the payment of the commission. In this case, no particular formalisation is required when introducing prospects to Burohelp. Only prospects introduced under the conditions defined below in Article 9 may be subject to the payment of a commission by Burohelp.

Article 6. Commitment of the Partner

6.1 Generally speaking, the Partner undertakes to:

- Conduct its commercial activities in such a way as to contribute favourably to the image of Burohelp.
- Communicate faithfully to Burohelp the information exchanged with the Prospect.
- Never declare the commissions that may be received in application of this Contract as salaries and wages.
- Organise the first commercial meeting (physical or remote) between Burohelp and the Prospect.

6.2. 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 [Guidelines](#) to ensure the proper exposure of Burohelp

Article 7. Commitment of Burohelp

7.1 Burohelp undertakes to:

- Grant the Partner a Premium Subscription to the Burohelp Platform. This subscription is only offered within the limit of a maximum volume of 50 CSR-hours for the first

month to help the Partner to become familiar with the platform and exclusively for the employees of the Partner. After this first month, the partner can switch to the normal subscription fee and usage fee per month.

- Make available to the Partner the commercial and technical documentation of the Solution and respond as soon as possible to any request for information from the Partner.
- Pay the Referral Fee to the Partner once the conditions set out in Article 9 of the Agreement have been met.

Article 8. Demonstration Accounts

Upon request, Burohelp can grant the Partner privileged access to demonstration accounts. These must only be used for the promotion of the Burohelp Solution, and the Partner is forbidden to communicate these access rights to a third party. Any other use of the demonstration accounts is strictly forbidden, in particular for the purpose of industrial espionage. In the event of non-compliance, Burohelp reserves the right to immediately block access to the demonstration accounts.

Article 9. Prospect Introduction and Commission

9.1 Lead Introduction

For any introduction of a prospect for which the Partner wishes to benefit from a commission, the Partner undertakes:

- To ensure with Burohelp, prior to any approach, that the latter does not currently have or has not had in the recent past any commercial contracts with the entities and/or persons that it plans to propose.

Burohelp shall have complete freedom to accept or reject the said Prospect. In particular, the fact that the proposed Prospect is already a Burohelp customer shall be a cause for refusal.

9.2 Commission

9.2.1 A commission will be paid by Burohelp to the Partner under the following cumulative conditions:

- Organisation by the Partner of the first commercial meeting between Burohelp and the Prospect.
- Signature of a commercial contract between the Prospect and Burohelp within six (6) months.

9.2.2 If all of the above conditions are met, the Partner shall receive a commission of 20% of the turnover excluding tax invoiced for the Solution subscribed by the Client (excluding services) and collected by Burohelp. No commission will be due on invoices not paid by the Client and payments are done after Burohelp has received payments.

9.2.3 The commission is only due in the first 2 (two) years of the contract with the Client. After this period of 2 (two) years Burohelp has no further obligations (commercial, financial, legal, etc.) to the Partner related to Burohelp's relation with the Client.

9.2.4 The commission is calculated on a monthly basis. The Partner will be able to see progress on payment as well as on the number of hours their clients are generating. Like this the Partner will have the ability to generate their invoice of the amount of commission due.

Article 10. Confidentiality

In connection with the activities covered by the Contract, each Party may have access to confidential technical or commercial information relating to the other Party, its prospects, and its clients. "Confidential Information" means any data and/or information communicated in any manner by either Party, whether in writing or orally. Confidential Information shall not include information:

- (a) the disclosure of which is authorised in writing by the other Party;
- (b) which has entered the public domain through no fault of either Party;
- (c) the disclosure of which is requested by a judicial authority without being able to invoke, except for legitimate reasons, the obligation of professional secrecy; the Party having been the subject of such a request shall inform the other Party as soon as possible.

Each Party shall take reasonable precautions to protect the confidentiality of the other Party's Confidential Information, such precautions to be at least equivalent to those taken to protect its own Confidential Information. The Parties agree not to disclose the Confidential Information to third parties except with the prior written consent of the other Party, except as strictly necessary for the performance of the Agreement.

This confidentiality clause shall be valid for the entire duration of the Contract and shall survive five (5) years after the end of the Contract.

Article 11. Intellectual Property

11.1 Burohelp holds and retains all intellectual property rights and titles relating to its Solution, its technology, and its know-how. The Partner shall not acquire any right of any kind whatsoever over these elements.

11.2 Burohelp remains free to use and incorporate into its Solution any suggestion for improvement or development, recommendation, correction, or feedback shared by the Partner, without this enhancement being subject to any compensation or remuneration whatsoever.

11.3 The Partner may use Burohelp's trade names and/or trademarks free of charge in the context of the promotion of the Solution, without this use being detrimental to Burohelp. Any other use of the trade names and/or trademarks of Burohelp is prohibited.

Article 12. Liability

The liability of the Parties is limited to direct damages to the exclusion of any indirect damage such as operating losses, commercial prejudices, loss of customers, loss of orders, loss of profit, damage to brand image. The liability of each Party shall not exceed the value of the contractual relationship.

Article 13. Non-Solicitation of Employees

Each Party waives the right to hire or have employed, directly or through an intermediary, any employee of the other Party who occupies a position of commercial or consulting activity, (e.g., salesperson, customer success manager) and even if the initial solicitation is made by the latter. This waiver shall be valid for the entire term of this Agreement and shall survive for one (1) year after the end of this Agreement. Unless expressly waived in writing and in advance by the two (2) Parties, in the event that one of the Parties fails to comply with this commitment, it shall owe the other Party, as of right, a fixed and irreducible sum equal to six (6) times the value of the last gross monthly salary received by the employee, without prejudice to the right to claim additional damages.

Article 14. Termination & End of Contract

14.1 Upon expiry, the Contract shall automatically terminate unless the Parties agree in writing to renew it.

14.2 The Contract may be terminated by either Party in the event of non-performance of the other Party's obligations. Termination shall take effect fifteen (15) calendar days following the sending by registered letter of a formal notice that has remained unsuccessful.

14.3 Upon termination of the Agreement, the Partner:

- Will no longer be authorised to bring Prospects to Burohelp;
- Is no longer authorised to use the name and logo of Burohelp;
- Will not be able to claim any compensation or sum of any kind except for the commissions due in accordance with Article 9 of the Contract;
- Will no longer have access to the demo accounts and the Provider will terminate its subscription to the Burohelp Solution. In order to discontinue the collection of data, the Provider agrees to immediately remove the Burohelp markers in accordance with the provisions of the General Terms and Conditions of Sale of the Burohelp Solution.

Article 15. Relationship between the Parties & Non-Transferability of the Contract

15.1 The Parties are independent co-contractors. The Parties declare that they do not intend to form a company between them, each acting in its own interest and retaining its own

autonomy and responsibilities. Neither the status of the Partner, nor any provision of the Agreement, shall be construed as conferring upon the Partner the status of employee, representative, and/or agent of Burohelp for any activity whatsoever.

15.2 The Agreement may be managed either by Burohelp or by one of its subsidiaries.

15.3 The Partner may not assign this Agreement except:

- To a subsidiary or parent company of said Party;
- With the written consent of the other Party.

Article 16. Governing Law & Jurisdiction

16.1 The Agreement shall be governed by Dutch law.

16.2 Any dispute arising from the interpretation or performance of the service shall be subject to an attempt at amicable settlement. To this end, the Parties agree to meet to settle their dispute in a meeting organised at the initiative of either Party. In the absence of an amicable solution, any dispute that may arise between the Parties concerning the formation, performance, interpretation, or termination of the Contract shall be under the exclusive jurisdiction of the Commercial Court of The Hague in The Netherlands], including in the event of summary proceedings, a petition, or multiple defendants.

Article 17. Miscellaneous Provisions

17.1 The Agreement cancels and replaces all previous agreements similar in purpose that may have existed between the Parties.

17.2 The Agreement may only be amended by way of an amendment signed by the Parties. Subsequent amendments shall form part of this Agreement and shall be subject to all the provisions governing this Agreement.

17.3 If any provision is found to be invalid or unenforceable, particularly with respect to a rule of law, it shall be deemed unwritten, but this shall not invalidate the Agreement. In the event that it is an essential provision, the Parties shall negotiate an amendment in good faith.

17.4 The headings of the Articles in the Agreement are purely indicative and shall not in any way affect the meaning or interpretation thereof.

17.5 Failure or delay by either Party in enforcing any provision of the Agreement shall not be construed as a waiver of its right to enforce such provision in the future.