

BUROHELP SOCIAL IMPACT COMMERCIAL ORGANISATION AGREEMENT

This Social Impact Commercial Agreement (the "Agreement") is made between Burohelp, with its principal place of business located in The Netherlands, and "the client".

Burohelp is a Corporate Social Responsibility (CSR) Services 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.

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

The Parties confirm that they mutually accept the present provisions stipulated in the Contract and its appendices.

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 Burohelp solutions.
- "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 Commercial Organisation.
- "Solution" refers to the Burohelp Platform.
- "CSR Hours" refers to the hours dedicated by the Commercial Organisation's employees to CSR activities organised by Burohelp.
- "Organic Social Exposure" refers to the social media visibility and engagement gained through non-paid, community-driven content related to CSR activities.

Article 2. Purpose

The purpose of this Agreement is to govern the Commercial Organisation's participation in Burohelp's CSR activities, detailing the CSR hours allocated and the organic social exposure on social media.

Article 3. Duration

The Contract is accepted for an indefinite period from the moment of acceptance.

Article 4. No Geographical Exclusivity

The Commercial Organisation does not benefit from any geographical exclusivity.

Article 5. Operation of the Contract

During its business, the Commercial Organisation will be asked to engage in CSR activities organised by Burohelp. In return, the Commercial Organisation's participation in these activities will be rewarded with CSR hours and organic social exposure on social media.

Article 6. Commitment of the Commercial Organisation

6.1 The Commercial Organisation undertakes to:

- Conduct its CSR activities, when asked and accepted, in a compassionate way to the individuals seeking help,
- Communicate faithfully to Burohelp the information exchanged between volunteering employees and the individuals seeking help.
- Promote the CSR activities on their social media channels to generate organic social exposure about their commitment to support the community that serves them.

6.2. Within the framework of the Contract, the Commercial Organisation 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 everyone.

Article 7. Commitment of Burohelp

7.1 Burohelp undertakes to:

- Grant the Commercial Organisation a Premium Subscription to the Burohelp Platform, limited to 120 free CSR-hours per year, divided by 10 free CSR-hours per month to help the Commercial Organisation become familiar with the platform. After these monthly 10 recurring CSR-hours, the Commercial Organisation can switch to the normal subscription fee and usage fee per month.
- Respond as soon as possible to potential requests for information from the Commercial Organisation.
- Provide Onboarding and User Trainings to the Commercial Organisation
- Facilitate the tracking and reporting of CSR hours and organic social exposure.

Article 8. 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 9. Intellectual Property

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

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

The Commercial Organisation and Burohelp may use each other's trade names and/or trademarks free of charge in the context of promoting their respective solutions and activities. This use may occur across all communication channels and media without limitations, provided that such use does not damage the reputation or detract from the value of the other's brand. Any other use of the trade names and/or trademarks of the other Party is prohibited without prior written consent.

Article 10. 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 11. 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 12. Termination & End of Contract

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

12.2 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 email of a formal notice that has remained unsuccessful.

12.3 Upon termination of the Agreement, the Commercial Organisation:

- Will no longer be authorised to participate in Burohelp's CSR activities;
- Both parties will cease to use each other's name and logo.
- Neither party will be able to claim any compensation or sum of any kind, except for any accrued benefits such as CSR hours in accordance with Article 7 of the Agreement.
- Commercial Organisation will no longer have access to any accounts and their respective subscriptions will be terminated on the Burohelp Platform. Each party agrees to immediately remove any markers or references related to the other party in accordance with the provisions of the General Terms and Conditions.

Article 13. Relationship between the Parties & Non-Transferability of the Contract

13.1 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 Commercial Organisation, nor any provision of the Agreement, shall be construed as conferring upon the Commercial Organisation the status of employee, representative, and/or agent of Burohelp for any activity whatsoever.

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

13.3 The Commercial Organisation may not assign this Agreement except:

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

Article 14. Governing Law & Jurisdiction

14.1 The Agreement shall be governed by Dutch law.

14.2 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 15. Final Provisions

15.1 In the event that any provision of the Contract is declared invalid or unenforceable under any law, regulation, or final decision of a competent court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions.

15.2 The Contract constitutes the entire agreement between the Parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter of the Contract.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives as of acceptance.