

MASTER SERVICES AGREEMENT

Partner Care Europe B.V.

Article 1 – Applicability and Structure

1. This Agreement applies to all offers, quotations and agreements of Partner Care Europe B.V. ("Partner Care Europe") with any third party ("Client").
 2. This Agreement governs:
 - consultancy services;
 - confidentiality;
 - intellectual property;
 - trademark protection;
 - non-circumvention and non-competition.
 3. This Agreement replaces any general terms and conditions and non-disclosure agreements unless explicitly agreed otherwise in writing.
 4. The applicability of any terms of the Client is expressly rejected.
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Article 2 – Nature of Services

1. Partner Care Europe provides its services exclusively in the form of consultancy, advisory, guidance and support services.
 2. Partner Care Europe does not provide executive, operational, managerial or decision-making services.
 3. All information, recommendations and advice are non-binding.
 4. The Client remains at all times fully responsible for:
 - decisions and actions;
 - implementation of advice;
 - use of Microsoft systems and Partner Center;
 - compliance with Microsoft requirements.
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Article 3 – Execution of Services

1. The Client shall provide all necessary information in a timely and complete manner.
 2. Partner Care Europe shall not perform actions within the Client's systems unless explicitly agreed in writing.
 3. Partner Care Europe acts exclusively in an advisory capacity.
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Article 4 – Intellectual Property Rights

1. All intellectual property rights, including but not limited to:

- methodologies;
- advisory models;
- claim structures;
- strategies;
- documentation and materials;

shall remain the exclusive property of Partner Care Europe.

2. The Client is expressly prohibited from:

- a. copying, reproducing or distributing services or materials;
- b. reverse engineering or analysing methodologies;
- c. developing similar or competing services;
- d. using acquired knowledge for third parties;
- e. applying the services outside the scope of the Agreement.

3. This prohibition applies regardless of:

- modifications;
- indirect use;
- partial implementation.

Article 5 – Confidentiality

1. All information exchanged between the Parties shall be treated as confidential.

2. Confidential Information includes, but is not limited to:

- methodologies;
- Microsoft incentive structures;
- Partner Center strategies;
- business and operational data.

3. The Client shall:

- not disclose Confidential Information;
- not share such information with third parties, including Microsoft, without prior written consent;
- use such information solely for the purpose of the Agreement.

Article 6 – Duration of Confidentiality

1. Confidentiality obligations shall remain in force for a period of five (5) years after termination.
2. Notwithstanding the foregoing, obligations relating to:
 - trade secrets;
 - methodologies;
 - proprietary know-how;

shall remain in force indefinitely.

Article 7 – Non-Circumvention

1. The Client shall not:
 - bypass Partner Care Europe;
 - implement similar services independently;
 - engage third parties to replicate services;
 - apply similar strategies outside the Agreement.
 2. This includes services that are substantially similar in nature, purpose or outcome.
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Article 8 – Non-Competition and Use Restrictions

1. The Client shall not:
 - develop or offer competing consultancy services;
 - use acquired knowledge to enter the same market;
 - position itself as providing similar services.
 2. This restriction applies during the Agreement and for a period of three (3) years thereafter.
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Article 9 – Trademark Protection

1. Partner Care Europe is the exclusive owner of the European Union trademark "PARTNER CARE", registered under number 019053986.
2. The Client shall not:
 - use the trademark or similar signs;
 - register similar names or domains;
 - create confusion in the market;
 - present itself as Partner Care or affiliated without consent.

3. Any use requires prior written approval.
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Article 10 – Non-Solicitation

1. The Client shall not:
 - approach or solicit customers of Partner Care Europe;
 - hire or engage employees or contractors;
 - interfere with business relations.
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Article 11 – Fees and Payment

1. Fees shall be agreed on a fixed or hourly basis.
 2. Invoices shall be paid within thirty (30) days.
 3. Objections do not suspend payment obligations.
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Article 12 – Liability

1. Partner Care Europe shall perform its services to the best of its ability (best-efforts obligation).
 2. Partner Care Europe shall not be liable for:
 - incorrect application of advice;
 - Microsoft-related consequences;
 - indirect damages.
 3. Liability is limited to the amount paid out by its insurer.
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Article 13 – Penalty Clause

1. In case of breach of:
 - confidentiality;
 - intellectual property;
 - non-circumvention;
 - trademark provisions;

the Client shall incur:

- €25,000 per breach;
- €1,000 per day for continuing violations;

without prejudice to the right to claim full damages.

Article 14 – Termination

1. Either party may terminate with one (1) month's notice.
 2. All outstanding fees remain payable.
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Article 15 – Compliance

Partner Care Europe may request reasonable confirmation of compliance with this Agreement.

Article 16 – Force Majeure

Neither party shall be liable for failure to perform due to force majeure.

Article 17 – Governing Law and Jurisdiction

1. This Agreement shall be governed by Dutch law.
 2. Disputes shall be submitted to the competent court in the Netherlands.
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Article 18 – Final Provisions

1. If any provision is invalid, the remaining provisions remain in force.
 2. The strictest provision shall prevail in case of conflict.
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SIGNED:

Partner Care Europe B.V. Client