

Terms and Conditions of Best Nanny s.r.o.

A) Introductory Provisions

1. These terms and conditions (hereinafter referred to as "Terms and Conditions") are an integral part of the mediation contract concluded between Best Nanny s.r.o., with its registered office at Platnéřská 191/6, Staré Město, 110 00 Praha 1, Czech Republic, ID No. 174 82 721, registered in the Commercial Register at the Municipal Court in Prague, file no. C 372298 (hereinafter referred to as the "Agency") and a natural or legal person interested in finding a natural person providing child care services, respectively services for the family and household (hereinafter referred to as the "Client"). The Terms and Conditions govern the mutual rights and obligations of the Agency and the Client arising from the mediation contract.

2. The Terms and Conditions are issued in accordance with the provisions of Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended and in force. Any differing agreements in the mediation contract take precedence over the wording of the Terms and Conditions.

B) Formation of the Contractual Relationship between the Agency and the Client

3. The contractual relationship - mediation contract between the Agency and the Client, who is interested in finding a natural person providing child care services, respectively services for the family and household (hereinafter referred to as the "Nanny"), is formed by:

- sending a completed binding order form by the Client and its delivery to the Agency, and
- payment of a one-time fee to cover the Agency's activities associated with the necessary initial administration, including, in particular, identification and consultation of the Client's needs, processing the Client's profile requirements for the Nanny, information on the content of the contractual relationship between the Agency and the Client and then the contractual relationship between the Client and the Nanny, initial survey according to the needs and requirements of the Client for the Nanny (hereinafter referred to as the "Initial Payment").

C) Initial Payment

4. The standard Initial Payment is CZK 8,500 in the case of the Client's interest in finding a Nanny for a full-time service commitment (35 or more hours per week).

5. The reduced Initial Payment is CZK 5,000 in the case of the Client's interest in finding a Nanny for a part-time service commitment (up to 34 hours per week).

6. The Initial Payment is payable based on an invoice issued by the Agency to the Client upon the delivery of the written completed binding order form by the Client to the Agency, within seven (7) calendar days of the delivery of the invoice to the Client's email address provided to the Agency.

7. Upon payment of the Initial Payment, the Agency is obliged to carry out the mediation activities. In the event that the Client does not pay the Initial Payment even within an additional period of three (3) calendar days after the due date of the invoice stated in point 6 above, the contractual relationship - mediation contract between the Agency and the Client under point 3 part B) of the Terms and Conditions does not arise.

8. Upon the Agency's completion of the mediation activities for the Client and the Agency's entitlement to a Commission for the mediation activities (see points 21 to 23 below), the Agency's Commission specified in part F) of the Terms and Conditions will be reduced by the Initial Payment paid by the Client.

D) Subject of Performance and Agency Obligations

9. The Agency's intermediary activities for the Client aim to find a Nanny, i.e., an individual who, based on an independent contractual relationship between the Client and the Nanny, provides childcare services or family and household services according to the needs and requirements communicated in writing by the Client to the Agency, so that the Client has the opportunity to enter into the relevant contract with the Nanny, which will cover the provision of the aforementioned services by the Nanny for the Client.

10. The Agency is obliged to perform its intermediary activities with all objectively attainable professional care and in accordance with the interests of the Client, which it knows or should know when exercising professional care. The Agency is not authorized to propose to the Client the conclusion of a service provision contract with a Nanny if it has reasonable doubts about whether the obligations under the contract will be fulfilled properly and on time, or if it should have such doubts given the circumstances. The Agency is obliged to inform the Client without undue delay of all circumstances that are significant for the Client's decision to enter into a service provision contract with the Nanny.

11. As part of its intermediary activities, the Agency will search for suitable candidates according to the Client's needs and requirements for a Nanny and send the profile(s) of the candidate(s) to the Client's email address.

12. The Agency is not authorized to perform legal actions on behalf of and for the account of the Client, except in cases where the Client grants it written power of attorney for a specific legal action.

13. The Agency undertakes to maintain confidentiality about all facts and information concerning the Client and the subject of its activities for the Client, which it learned in connection with its intermediary activities for the Client, even after the termination of such activities, i.e., without time limitation.

E) Client Rights and Obligations

14. The Client is obliged to inform the Agency without undue delay of all important facts that are significant for the Agency's intermediary activities aimed at finding a Nanny for the Client and/or for the service provision contract between the Client and the Nanny.

15. When selecting a Nanny, the Client is obliged to provide the necessary cooperation to the Agency. The Client undertakes to inform the Agency without undue delay after receiving the profile(s) of the Nanny candidates to the Client's email address, whether they are interested in a personal or online meeting with the Nanny candidate. In such a case, the Agency will arrange the meeting at the company's headquarters for part-time and full-time nannies, except for emergency nannies, at a time agreed upon by the Client, the Nanny candidate, and the Agency. Similarly, if the Client is interested in a trial period for the Nanny candidate, the date and duration of the trial period will be agreed upon by the Agency, the Client, and the Nanny candidate, considering all circumstances (the scope and duration of the services required by the Client, the candidate's experience and practice, knowledge of the environment, language skills, etc.) usually ranging from one day for short-term babysitting (up to 34 hours per week, i.e., part-time) to seven days for full-time babysitting (over 35 hours per week, i.e., full-time).

16. If the Client does not respond after receiving the profile(s) of the Nanny candidates to the Client's email address, and also does not respond to a subsequent request from the Agency, then one month after the delivery of the said request from the Agency to the Client's email address, the mediation contract between the Agency and the Client will terminate as of the date of the expiry of the aforementioned one-month period.

17. The Client has the right to independently decide whether to accept or reject the Nanny or Nanny candidate found by the Agency. A written acceptance protocol will be prepared for the acceptance of the Nanny by the Client, containing at least the following details: identification of the Nanny, the start date, and a brief description of the scope and duration of the services to be provided by the Nanny for the Client, signed by the Agency, the Client, and the Nanny (hereinafter referred to as the "Acceptance Protocol").

18. The Client is obliged to inform the Agency about the conclusion of a service provision contract with a Nanny whom the Agency has referred to the Client, even after the

termination of the contractual relationship - the mediation contract between the Agency and the Client, if the oral or written service provision contract between the Client and the Nanny was conclusively concluded as a result of the Agency's activities. This obligation binds the Client for one year from the termination of the contractual relationship - the mediation contract between the Agency and the Client. This obligation is not affected by the fact that the Acceptance Protocol was not created or signed.

19. If the Client violates the obligation to inform the Agency under point 18 above, the Agency has the right to a contractual penalty amounting to the Commission (see point 22 of section F) of the Terms and Conditions), payable within seven (7) calendar days from the delivery of the Agency's written request for payment by the Client. Payment of the contractual penalty does not affect the Client's obligation to pay the Commission to which the Agency is entitled.

20. The Client is obliged to refrain from offering, arranging, or intermediating the services of a Nanny found by the Agency to third parties, whether or not the Client used/uses the services of the Nanny found by the Agency. The Client is also obliged to refrain from directly approaching or obtaining a Nanny found by the Agency, who has previously provided childcare services or family and household services to the Client, or whose services the Client did not use, to provide services for the Client without informing the Agency. In the event of such violations by the Client, the Agency reserves the right to claim damages.

F) Agency Commission

21. The Agency is entitled to a Commission for its intermediary activities upon providing the Client with the opportunity to enter into a contract with the Nanny according to point 9 of section D) of the Terms and Conditions.

22. The Agency's obligation to provide the Client with the opportunity to enter into a contract with the Nanny is fulfilled by the Client's acceptance of the Nanny. The Acceptance Protocol is prepared and signed for the Client's acceptance of the Nanny. The Client's refusal to sign the Acceptance Protocol without a serious reason does not affect the Agency's entitlement to a Commission for its intermediary activities.

23. The Agency's intermediary Commission amounts to a sum corresponding to the Nanny's three-month remuneration for providing services to the Client (hereinafter referred to as the "Commission"). This Commission will be reduced by the Initial Payment made by the Client to the Agency

24. The Commission is payable based on an invoice issued by the Agency to the Client after the Commission entitlement arises, within seven (7) calendar days from the delivery of

the invoice to the Client's email address provided to the Agency.

G) Duration and Termination of Contractual Relationship

25. The contractual relationship – the mediation contract between the Agency and the Client – is for a definite period, from the inception of the contractual relationship according to point 3 of part B) of the Terms and Conditions until three months after the signing of the Acceptance Protocol (see point 17 of part E) of the Terms and Conditions).

26. The mediation contract between the Agency and the Client may be terminated before the expiration of its term as per point 25 above in the following ways:

A/ By mutual written agreement between the Agency and the Client on the date specified in the agreement, otherwise on the date the agreement is concluded;

B/ By written notice from the Agency or the Client in the event of a significant breach of obligations arising from the mediation contract and the Terms and Conditions by the other contracting party, with a notice period of seven days from the date of delivery of the notice to the other party; in the case of termination by the Agency due to the Client's breach of obligations, the Agency is entitled to a contractual penalty equal to the Initial Payment, which is payable on the last day of the notice period, and the Agency is entitled to offset the Initial Payment made by the Client against this contractual penalty;

C/ By written notice from the Client in the event of the Client's disagreement with changes to the Terms and Conditions as per point 36 of part K) of the Terms and Conditions;

D/ By the termination of the contract in the manner specified in point 16 of part E) of the Terms and Conditions; in such a case, the Agency is entitled to a contractual penalty for the Client's breach of the necessary cooperation obligation, equal to the Initial Payment, which is payable on the day the mediation contract between the Agency and the Client is terminated, and the Agency is entitled to offset the Initial Payment against this contractual penalty;

E/ By the expiration of six months from the inception of the contractual relationship – the mediation contract between the Agency and the Client (see point 3 of part B) of the Terms and Conditions) provided that the Agency has delivered at least eight candidate profiles for the Nanny position to the Client's email address during this period, but the Client has not decided to accept any of them without serious reason; in such a case, the Client is not entitled to a refund of the Initial Payment.

27. The termination of the mediation contract before the expiration of its term does not

nullify the Agency's right to a Commission, provided the conditions for the entitlement to the Commission are met (see point 9 of part D) of the Terms and Conditions and point 21 of part F) of the Terms and Conditions).

H) Client Guarantee

28. If the Client discovers significant defects or deficiencies in the Nanny's fulfillment of contractual obligations within three (3) months of signing the Acceptance Protocol and communicates these in writing to the Agency within the same period, the Agency undertakes to provide the Client with replacement mediation services aimed at securing a new opportunity for the Client to conclude a contract with another Nanny, without additional Initial Payment and mediation Commission, to meet all reasonable and legitimate requirements of the Client. The acceptance of the new Nanny by the Client will be confirmed by an Acceptance Protocol.

29. If the Nanny terminates her contractual obligations for reasons exclusively on her part after at least three (3) but no more than five (5) months of fulfilling her obligations for the Client, the Agency undertakes to provide further mediation services aimed at securing a new opportunity for the Client to conclude a contract with another Nanny, without an additional mediation Commission, provided that the Client pays the Initial Payment to cover the necessary administration of these further mediation services under the conditions specified in points 4 to 7 of part C of the Terms and Conditions. The acceptance of the new Nanny by the Client will be confirmed by an Acceptance Protocol.

I) Processing of Personal Data

30. Detailed information on the processing and protection of personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), known as GDPR, is available on the Agency's website (www.bestnanny.cz).

J) Delivery

31. Unless expressly agreed otherwise by the Agency and the Client, communications are delivered to email addresses (for the Agency: info@bestnanny.cz, for the Client: the email address provided by the Client in the binding order form) or to the registered office or residential address (for the Agency: Platněřská 191/6, Staré Město, 110 00 Prague 1, Czech Republic, for the Client: the address provided by the Client in the binding order form). The

Client undertakes to inform the Agency of all facts relevant to the delivery of communications, especially changes in their email address or residential or registered office address.

32. A communication is considered delivered:

- On the day of receipt of the communication;
- In the case of refusal to accept the communication, on the day the acceptance was refused;
- If the recipient of the communication is not found and the communication is stored at the post office, it is considered delivered upon the expiration of the storage period, even if the recipient was not aware of its storage;
- If it is not possible to deliver the communication to the Agency or the Client because the recipient is unknown and no other address is known to the relevant party, the communication is considered delivered on the day the undelivered shipment is returned to the sender, even if the recipient was not aware of the delivery.

K) Final Provisions

33. All provisions of these Terms and Conditions are severable, and if any provision becomes invalid, illegal, or contrary to the public interest, the validity of the remaining provisions is not affected, and the Terms and Conditions will be construed as if they never contained the invalid provisions.

34. All legal relationships arising from the mediation contract are governed by the laws of the Czech Republic.

35. Any disputes arising from the mediation contract fall under the jurisdiction of the courts of the Czech Republic. In the event of a dispute between the Client-consumer and the Agency, the consumer may also use the option of out-of-court dispute resolution and contact the entity for out-of-court dispute resolution, which is the Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Prague 2, www.coi.cz.

36. The Agency is authorized to unilaterally change these Terms and Conditions to a reasonable extent. The Agency is obliged to notify the Client of any changes to the Terms and Conditions and publish them on the Agency's website (www.bestnanny.cz). The Client is entitled to reject the changes to the Terms and Conditions and terminate the mediation contract for this reason with a notice period of one month, which begins on the first day of the month following the month in which the Client's notice was delivered to the Agency.

The current version of the Terms and Conditions is published at www.bestnanny.cz.

37. These Terms and Conditions are valid and effective from 01.08.2024.