



Commercial and Payment Terms of Best Nanny s.r.o.

A) Introductory Provisions

1. These commercial and payment terms (hereinafter referred to as the "Commercial Terms") are an integral part of the mediation contract, which is concluded between Best Nanny s.r.o., with its registered office at Moyzesova 931/4, Staré Mesto, 811 05 Bratislava, Slovak Republic, Company ID: 53828291, registered in the Commercial Register at the Municipal Court in Bratislava III, Section Sro, File No. 153419/B (hereinafter referred to as the "Agency"), and a natural or legal person who is interested in finding a person providing child care services or services for the family and household (hereinafter referred to as the "Client"). The Commercial Terms govern the mutual rights and obligations of the Agency and the Client arising from the mediation contract.
2. Any differing arrangements in the mediation contract take precedence over the wording of the Commercial Terms.

B) Establishment of a Contractual Relationship between the Agency and the Client

3. The contractual relationship - the mediation contract between the Agency and the Client, who is interested in finding a person providing child care services or services for the family and household (hereinafter referred to as the "Provider") based on a separate contractual relationship with the Client, is established by:
 - a. the submission of a completed binding order form by the Client and its delivery to the Agency, and
 - b. the payment of a one-time fee to cover the Agency's activities associated with the necessary initial administration, which mainly includes the identification and consultation of the Client's needs, the preparation of the Client's requirements profile for the Provider, information regarding the content of the contractual relationship between the Agency and the Client, and subsequently the contractual relationship between the Client and the Provider, and the initial search according to the Client's needs and requirements for the Provider (hereinafter referred to as the "Initial Payment").

C) Initial Payment

4. The initial payment is in the case of the Client's interest in finding a Provider for long term and/or ad hoc collaboration as specified in Part F, points 23.1 and 23.3 of the Commercial Terms:
 - 4.1 The standard Initial Payment is 500,- EUR + VAT in the case of the Client's interest in finding a Provider for a commitment to providing 20 or more hours of services per week.
 - 4.2 The reduced Initial Payment is 300,- EUR + VAT in the case of the Client's interest in finding a Provider for a commitment to providing 19 or less hours of services per week.
5. The Initial Payment is in the amount of 50% of the Commission as specified in Part F, point 23.2 of the Commercial Terms in the case of the Client's interest in finding

a Provider for short term collaboration as specified in part F, point 23.2 of the Commercial terms.

6. The Initial Payment is due based on an invoice issued by the Agency to the Client after the submission of a completed binding order form by the Client to the Agency, and must be paid within seven (7) calendar days from the delivery of the invoice to the email address provided by the Client to the Agency.
7. After the payment of the Initial Payment, the Agency is obliged to carry out the mediation activity. If 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 as stated in point 6 above, the contractual relationship - the mediation contract between the Agency and the Client under Part B) point 3 of the Commercial Terms will not be established.
8. After the Agency has carried out the mediation activity for the Client and has acquired the right to a Commission for the mediation activity (see Part F, points 21 to 23 of the Commercial Terms), the Agency's Commission specified in Part F of the Commercial Terms will be reduced by the Initial Payment paid by the Client.

D) Subject of Performance and Obligations of the Agency

9. The mediation activity of the Agency for the Client aims to find a Provider, i.e., a natural or a legal person providing, based on a separate contractual relationship between the Client and the Provider, child care services or services for the family and household according to the needs and requirements communicated in writing by the Client to the Agency, so that the Client has the opportunity to conclude the appropriate contract with the Provider, the subject of which will be the provision of these services by the Provider for the Client.
10. The Agency is obliged to perform its mediation activity with all objectively achievable 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 contract with a Provider about whom it has reasonable doubts whether the obligations under the contract will be properly and timely fulfilled, or about whom 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 their decision to conclude a service contract with the Provider.
11. As part of the mediation activity, the Agency will search for suitable candidates according to the Client's needs and requirements for the Provider and will 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 at the expense of the Client, except in cases where the Client grants it a written power of attorney for specific legal action.
13. The Agency commits to maintaining confidentiality regarding all facts and information concerning the Client and the subject of the activity for the Client that it has learned in connection with the mediation activity for the Client, even after the termination of this activity, 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 relevant to the Agency's mediation activities aimed at finding a Provider for the Client and/or for the service contract between the Client and the Provider.
15. When selecting a Provider, the Client is required to provide the necessary cooperation to the Agency. The Client agrees to inform the Agency without undue delay after receiving the profile(s) of Provider candidates at the Client's email address whether they are interested in a personal or online meeting with the candidate. In such a case, the Agency will arrange the meeting at the Agency's office (or at another suitable and agreed upon location) and at a time agreed upon by the Client, the Provider candidate, and the Agency, provided that it concerns the search for a Provider for a time span of at least eight (8) days (i.e., not in the case of finding an short term Provider for a period of no more than seven (7) days). A similar process applies if the Client is interested in a trial period for the Provider candidate. The term and duration of the trial period will be determined by agreement between the Agency, the Client, and the Provider candidate, taking into account all circumstances (scope of services required by the Client, the candidate's experience and knowledge, language proficiency, etc.), usually ranging from one day for Providers providing up to 34 hours of services per week to seven (7) days for Providers providing 35 and more hours per week.
16. If the Client does not respond after receiving the profile(s) of Provider candidates at their email address, and if there is no response to the subsequent request from the Agency for a reply, the mediation contract between the Agency and the Client will terminate on the day of the expiration of 14 days from the delivery of the Agency's request to the Client's email address.
17. The Client has the right to independently decide whether to accept or reject the Provider or Provider candidate that the Agency has found for them. Upon the Client's acceptance of the Provider, a written acceptance protocol will be prepared, which will contain at least the following information: the identification of the Provider, the start date, a brief description of the scope of services provided by the Provider for the Client, and the signatures of the Agency, the Client, and the Provider (hereinafter referred to as the "Acceptance Protocol"). Confirmation of the information mentioned above in this point 22 by the Client in the form of an email is also considered to be the signature of the Acceptance Protocol by the Client and the Agency.
18. The Client is obliged to inform the Agency about the conclusion of a service contract with a Provider for whom the Agency provided contact, even after the termination of the mediation contract between the Agency and the Client, if the oral or written service contract between the Client and the Provider was demonstrably concluded as a result of the Agency's activity. This obligation binds the Client for one year after the termination of the mediation contract between the Agency and the Client. The fact that the Acceptance Protocol was not prepared and signed does not affect this obligation of the Client.
19. In case of the Client's failure to inform the Agency as specified in point 18 above, the Agency is entitled to a contractual penalty in the amount corresponding to the Commission (see Part F, point 22 of the Commercial Terms), which is 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 Agency the Commission to which the Agency is entitled.
20. The Client is obliged to refrain from offering, arranging, or mediating the services of a Provider found by the Agency to third parties, regardless of whether the Client has used

or is using the services of the Provider found by the Agency. The Client is also obliged to refrain from directly contacting or hiring a Provider found by the Agency who has previously provided child care or household services to the Client, or whose services the Client did not use, without informing the Agency. In case of violation of these obligations by the Client, the Agency reserves the right to a contractual fine in the amount of the Commission (see Part F, point 23 of the Commercial Terms), which is payable within seven (7) calendar days from the delivery of the Agency's written request for payment by the Client, even repeatedly. Payment of the contractual fine does not void the Agency's right to claim damages, even in an amount exceeding the contractual fine. The right to damages is expected to be in the amount of the Commission (see Part F, point 23 of the Commercial Terms), which the Agency would have been entitled to if the Client had not violated their obligations.

F) Agency Commission

21. The Agency becomes entitled to a Commission for its mediation services once it provides the Client with an opportunity to conclude a contract with a Provider as outlined in Part D, point 9 of the Commercial Terms. In accordance with legal regulations, VAT is added to the Agency's Commission for mediation services, as specified in point 23.
22. The Agency's obligation to provide the Client with the opportunity to conclude a contract with a Provider is fulfilled upon the Client's acceptance of the Provider. A written Acceptance Protocol is prepared and signed upon the Client's acceptance of the Provider. Any refusal by the Client to sign the Acceptance Protocol without a valid reason does not affect the Agency's right to the Commission for mediation services.
23. The Agency's mediation Commission is as follows:
 - 23.1 In the case of a short term collaboration:
 - a. For a one-time Provider for up to one (1) day: EUR 250
 - b. For a one-time Provider for two (2) to three (3) days: EUR 400
 - c. For a one-time Provider for four (4) to seven (7) days: EUR 500
 - d. For a Provider for one (1) to three (3) weeks: EUR 600
 - e. For a Provider for three (3) weeks + one (1) day to four (4) weeks: EUR 700
 - f. For a Provider for four (4) weeks + one (1) day to eight (8) weeks: EUR 800
 - g. For a Provider for eight (8) weeks + one (1) day to twelve (12) weeks: EUR 1,000
 - h. For a Provider for twelve (12) weeks + one (1) day to sixteen (16) weeks: EUR 1,200
 - i. For a Provider for sixteen (16) weeks + one (1) day to twenty-four (24) weeks: EUR 1,500
 - 23.2 In the case of a long term collaboration:
 - j. For a Provider up to 34 hours per week for more than 6 months: three (3) months' worth of the Provider's wages
 - k. For a Provider from 35 hours per week for more than 6 months: three (3) months' worth of the Provider's wages
 - 23.3 In the case of an ad hoc collaboration:
 - l. For a Provider providing the Client with special services upon request (nurses, teachers, caregivers, sleep therapists, mentors, etc.): an amount to be agreed upon between the Agency and the Client on an ad hoc basis, considering all material and time-related circumstances (hereinafter referred to as the "Commission"). For the purposes of

determining the amount of the Commission, the Provider's wage refers to any payment made by the Client to the Provider for their services, regardless of its nature (i.e., salary, fee/payment based on an invoice, agreement, etc.). The Commission will be reduced by the Initial Payment made by the Client to the Agency. In case of a short term collaboration, payment of the Commission, as specified part F) point 23.1 of the Commercial Terms, must occur before the provision of these services by the Provider for the Client. In the event that the Provider should begin providing any services 5 days or fewer from the date of filling out the form by the Client, as specified in part B) point 3 of the Commercial Terms, there is always a 50% increase in the total amount due of the Commission as specified in part F) points 23.1 to 23.3 of the Commercial Terms. This applies if the Initial Payment is also paid by the Client within this period and such provision of services is possible by both the Agency and the Provider.

24. The Commission is payable based on an invoice issued by the Agency to the Client after the Commission becomes due. Payment is required within seven (7) calendar days from the date the invoice is delivered to the Client's email address, which the Client has provided to the Agency.

G) Duration and Termination of the Contractual Relationship

25. The contractual relationship – the mediation contract between the Agency and the Client – is for a fixed period, from the establishment of the contractual relationship under Part B, point 3 of the Commercial Terms until three months after the signing of the Acceptance Protocol (see Part E, point 17 of the Commercial Terms).
26. The mediation contract between the Agency and the Client may be terminated before the end of its term as follows:
- a/ By written agreement between the Agency and the Client, effective on the date specified in the agreement, or otherwise on the date of the agreement;
 - b/ By written notice from the Agency or the Client in case of a substantial breach of the obligations arising from the mediation contract and the Commercial Terms by the other party, with a notice period of seven days from the date of delivery of the notice to the other party. If the Agency terminates the contract with the Client due to a breach of obligations, the Agency is entitled to a contractual penalty equal to the Initial Payment, payable by the last day of the notice period. 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 case of disagreement with changes to the Commercial Terms under Part K, point 36 of the Commercial Terms;
 - d/ By termination of the contract as specified in Part E, point 16 of the Commercial Terms; in such a case, the Agency is entitled to a contractual penalty for the Client's failure to cooperate, equal to the Initial Payment, payable on the date of termination of the mediation contract between the Agency and the Client. The Agency is entitled to offset the Initial Payment against this contractual penalty;
 - e/ Upon the expiration of six (6) months from the establishment of the contractual relationship – the mediation contract between the Agency and the Client (see Part B, point 3 of the Commercial Terms) – provided that the Agency has sent at least eight (8) Provider candidate profiles to the Client's email address during this period, but the Client has not decided to accept any of them without a valid reason. In such a case, the Client is not entitled to a refund of the Initial Payment.

27. The Client - consumer has the right to withdraw from the contract without giving a reason pursuant to § 19 of Act no. 108/2024 Coll. on consumer protection in distance selling within 14 days from the date when the mediation contract was concluded. Pursuant to § 19 paragraph 2 of Act no. 108/2024 Coll., the Client - consumer cannot withdraw from a contract whose subject matter is the provision of a service if its provision has started with the express consent of the consumer, and if the consumer has declared that he has been duly informed of losing their right of withdrawal upon a complete provision of the service when granting their consent, and if the service has been completely provided. The right to withdraw from the contract must be exercised by the Client - consumer in writing, either in a paper form at the registered office of the Agency or in the form of another durable medium (email) to the email address of the Agency, and they may use the form available on the website of the Agency (<https://www.bestnanny.world/>). (To save, right-click on the link, select "Save file", and then you can fill it out and print it on your computer.) The withdrawal period is preserved if the Client - consumer sends their withdrawal notice before the expiry of the withdrawal period. The paid Initial Payment will be refunded to the Client - consumer within 14 days since the withdrawal from the contract in the same manner as was used for its payment. If the Client - consumer has requested the performance of the services during the withdrawal period, they are obliged to pay the Agency an amount of the Commission which is in proportion to the services actually provided up to the day when the Client notifies the Agency of their withdrawal from the mediation contract.
28. The termination of the mediation contract before the end of its term does not terminate the Agency's right to the Commission if the conditions for the entitlement to the Commission are met (see Part D, point 9 of the Commercial Terms and Part F, point 21 of the Commercial Terms).

H) Guarantee for the Client

29. If the Client discovers significant defects or deficiencies in the Provider's fulfillment of contractual obligations within three (3) months of signing the Acceptance Protocol and notifies the Agency in writing within the same period, the Agency commits to providing a replacement service at no additional Initial Payment or Commission. This replacement service will consist of mediation activities aimed at securing a new opportunity for the Client to enter into a contract with another Provider that meets all reasonable and justified requirements of the Client. In such case the Agency is obliged to mediate at most two Provider candidates. The stated obligation of the Agency applies only if the Client does not change their requirements for the Provider compared to their original requirements. The acceptance of the a Provider by the Client will be confirmed by a new Acceptance Protocol.
30. If the Provider terminates her contractual obligations with the Client for reasons solely attributable to her, after at least three (3) but no more than five (5) months of fulfilling them, the Agency commits to providing additional mediation services aimed at securing a new opportunity for the Client to enter into a contract with another Provider without claiming an additional Commission. However, the Client must pay the Initial Payment to cover the necessary administration of this additional mediation service under the conditions specified in Part C, points 4 to 7 of the Commercial Terms. The acceptance of the new Provider by the Client will be confirmed by a new Acceptance Protocol.

I) Processing of Personal Data

31. Detailed information on the processing and protection of personal data in accordance with the Regulation of the European Parliament and Council (EU) 2016/679 of April 27,

2016, on the protection of individuals concerning the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR), is available on the Agency's website (<https://www.bestnanny.world/>).

J) Delivery of Documents

32. Unless otherwise explicitly agreed between the Agency and the Client, documents are delivered to email addresses (in the case of the Agency, to the email address: info@bestnanny.sk, and in the case of the Client, to the email address provided to the Agency in the binding order form) or to the registered address or residence (in the case of the Agency, to the address: Moyzesova 931/4, Staré Mesto, 811 05 Bratislava, Slovak Republic, and in the case of the Client, to the address provided to the Agency in the binding order form). The Client agrees to inform the Agency of all important matters related to the delivery of documents, especially any changes to their email address, or residence or registered address.
33. A document is considered delivered:
- on the day of receipt of the document;
 - in the case of refusal to accept the document, on the day the acceptance was refused;
 - if the recipient of the document is not reached and the document is stored at the post office, the document is considered delivered upon the expiration of the storage period, even if the recipient did not learn about its storage;
 - if it is not possible to deliver the document to the Agency's or Client's address because the recipient is unknown and no other address is known to the relevant party, the document is considered delivered on the day the undelivered item is returned to the sender, even if the recipient did not learn about the delivery.

K) Final Provisions

34. All provisions of these Commercial Terms are severable, and if any of their provisions become invalid, illegal, or contrary to public interest, the validity of the other provisions is not affected, and the Commercial Terms will be interpreted as if they never contained the invalid provisions.
35. All legal relationships arising from the mediation contract are governed by the legal system of the Slovak Republic, in particular Act No. 513/1991 Coll., the Commercial Code as amended. This applies if they are not covered by Act No. 40/1964 Coll., the Civil Code as amended.
36. Any disputes arising from the mediation contract fall under the jurisdiction of the courts of the Slovak Republic. In the event of a dispute between a consumer Client and the Agency, the consumer may also use the option of out-of-court dispute resolution by contacting the Slovak Trade Inspection Authority, Bajkalská 21/A, P.O.Box 29, 827 99 Bratislava, www.soi.sk.
37. The Client - Consumer has the right to submit a request for redress to the Agency if a dispute arises between them and the Agency regarding the enforcement of rights arising from liability for defects or if the Client - Consumer believes that the Agency has violated their other consumer rights. The Client - Consumer has the right to file a motion to initiate alternative dispute resolution if the Agency responds negatively to his request

for redress or does not respond to it within 30 days from the date of its delivery. The competent entity for alternative dispute resolution is The Slovak Trade Inspection, Bajkalská 21/A, P.O. Box 29, 827 99 Bratislava, www.soi.sk, or a subject registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list is available at www.mhsr.sk). The motion can be submitted in the manner specified pursuant to §12 of Act No. 391/2015 Coll. or by clicking on the Online Dispute Resolution | European Commission (europa.eu) website.

38. The Agency is entitled to unilaterally amend these Commercial Terms within a reasonable scope. The Agency is obliged to notify the Client of any changes to the Commercial Terms and to publish them on the Agency's website (<https://www.bestnanny.world/>). The Client is entitled to refuse the change in the Commercial Terms and to terminate the mediation contract in writing for this reason with a notice period of one month, beginning on the first day of the month following the month in which the Client's notice was delivered to the Agency.
39. The current version of the Commercial Terms is published at <https://www.bestnanny.world/>.
40. These Commercial Terms are valid and effective from the day of November 1st, 2024.