



## **SERVICE AGREEMENT**

### **RECITALS**

- I. THE NANNY LINE, S.L. is a company that exclusively provides services related to nannies.
- II. The FAMILY intends to contract the services of a nanny through the company THE NANNY LINE, S.L., which will act as a mere intermediary.
- III. This agreement cancels and renders ineffective any other previous agreement, written or oral, entered into by the parties in relation to the specialities herein.

And, by virtue of the aforementioned, both parties agree to enter into this **SERVICE AGREEMENT** that will be governed by the following;

### **CLAUSES**

#### **FIRST.- Object.**

The object of the present agreement is to establish the service to be rendered by the COMPANY to the FAMILY. The COMPANY will provide a nanny according to the FAMILY's needs. The nanny will be part of THE NANNY LINE, S.L.'s team and the COMPANY will act as a mere intermediary. The FAMILY can not book or hire the nanny from the COMPANY without paying for the agency fee of the COMPANY. If the family choose to book a nanny of the COMPANY without a having paid fort he agency fee or membership they will be fined for €150.00.

#### **SECOND.- Duration.**

The Agreement will be effective from the date it is entered into, and will be valid for ONE MONTH and every paid monthly fee after that.

#### **THIRD.- COMPANY's obligations.**

During the valid duration of the present Agreement, the COMPANY undertakes to:

- Provide a NANNY to the FAMILY appropriate to the service required.

- Be at the FAMILY's disposal for anything they need, and the possibility to change the NANNY if so desired.
- Arrange and settle the salary or hourly rate of the NANNY with the FAMILY. Salaries and hourly rate are only discussed between the COMPANY and the FAMILY.
- The COMPANY will be able to obtain information about the FAMILY, in terms of their interests with regard to the NANNY, and share it with possible nannies who could meet the requirements.
- The COMPANY offers full- and part time NANNY services, who will be contracted and registered to the Social Security by the FAMILY;
- The COMPANY does not bear any responsibility regarding the NANNY's behaviour while working.
- The COMPANY will act as mediator in case of conflict between the FAMILY and the NANNY.
- Treat all information received from the Family as confidential.

### **Service Guarantee**

Each nanny selection process has the guarantee of one month starting from the date when nanny started to perform the full-time service to the FAMILY. This guarantee covers the following: if within one month the relationship between the NANNY and the FAMILY stops for whatever reason (e.g. non-suitability of conditions, profile) and as a desire of any of the two parties, the COMPANY will repeat the selection process without any cost until finding a suitable nanny according to FAMILY's desires. If the COMPANY is not able to substitute the NANNY as per FAMILY's acceptance, the service fee paid as a result of this agreement will be refunded to the FAMILY.

If the service contracts ends within 6 months after start date because the nanny decides to leave, the agency will start their search for a new nanny for the amount of €150.00. After 6 months the full agency fee will be charged.

### **FORTH. - FAMILY'S obligations.**

During the valid duration of the present Agreement, the FAMILY undertakes to:

- Pay ONE MONTH of the nannies BRUTO salary to the COMPANY as agency fee. The COMPANY accepts electronic and cash payments. VAT is excluded of the price.
- Pay the agency fee within three days after hiring the nanny, to the account of COMPANY: **ES2100 0801 1802 0081 7037 THE NANNY LINE SL.**
- The COMPANY will send two payment reminders after three days when the proof of payment isn't sent. After this a penalty will be charged of 50.00EUR per unpaid day.
- When interested in a membership; Pay a monthly amount of **€9.95** or annual **€99.95** to the COMPANY. The COMPANY only accepts electronic payments.
- Pay a one time registration fee of **€44,95** to the COMPANY – only with memberships.

- Pay the membership and registration fee within three days, from then on the family transfers the memberships fee before the 27th of every month to the account of COMPANY: **ES2100 0801 1802 0081 7037 THE NANNY LINE SL.**
- The membership starts on the day that the family register with the COMPANY.
- The membership may be terminated monthly before every 5th of the month.
- Guaranty the physical and emotional safety of the nanny.
- Provide the nanny of drinks during her booking/shift/stay if the booking is longer than 3 hours the family should provide the nanny with a meal.
- All booking are made online. Nannies and babysitters can not be booked without the agency knowing.
- The nanny has to be paid online within two days after her booking/shift.
- Families can change hours 24 hours prior to the booking. Otherwise all reserved hours have to be paid to the nanny or babysitter.
- Nannies must be booked, at least, one hour in advance. No charge will be applied to the FAMILY for cancelled bookings with 24 hours notice. If not minimum of three (2) hours will be charged if the booking is cancelled.
- The FAMILY will not be able to provide information related to the NANNY to a third party.
- Nannies and babysitters can not be booked or hired without the agency knowing.
- When the nanny is full- or part time employed the FAMILY has to pay her every last day of the month.
- The FAMILY will not be able to provide information related to the NANNY to a third party.
- The FAMILY must inform the COMPANY of any special care needed by their children.
- During Spanish bank holidays family pays the nanny 150% of her normal rate.
- When nanny stays overnight she charges €50.00 on top of her usual rate.
- Treat all information received from the Company as confidential.

## **FIFTH. - Confidentiality and personal data protection**

### **5.1 Confidentiality.**

Both Parties will use the information provided by them only for the aims stated in the present Agreement and in possible appendixes that could be added in the future. Both Parties undertake to maintain the most strict confidentiality with regard to said information.

Likewise, both Parties will adopt the same security measures they would normally adopt in relation to their own confidential business information, avoiding loss, theft or subtraction regarding the information object to this Agreement and in possible appendixes that could be added in the future.

### **5.2 Confidential information treatment.**

"Confidential Information" will be transferred and/or used by the Parties. The Parties undertake to: (i) keep secret and preserve the confidentiality of such information in compliance with the provisions herein and in its possible future appendixes, by the due diligence and/or the appropriate means, those being the same means used to safeguard their own confidential information; and (ii) do not reveal any "confidential information" whose knowledge had originated from a third party and that is considered to be protected herein.

The use given to "Confidential Information" will only comprise those situations connected to the relation between the Parties. Any other use of such information will require the written consent of the person authorized by the other Party. Only the party whose benefit is disclosed will be legitimized to use this information, and any modification or improvement will be considered in favour of the party owning the "Confidential Information" used.

The Parties will be obliged to return any material containing "Confidential Information", including all notes, summaries, written memos, documents, manuals, recordings and derivatives of those, as well as their copies, in any of the following situations: (i) completion or end of the relationship between the Parties; (ii) termination of the present contract and of each of the possible appendixes regulating the terms of specific projects; or (iii) due to the request by any of the Parties of their corresponding "confidential information", in which case the other party will be able to retain all the documents necessary to comply with their document retention policy. On the other hand, the Parties will also be able to destroy confidential documents with the consent of the other party under the supervision of an agent of their owner.

### **5.3 Personal data protection**

Both the COMPANY and the FAMILY undertake to comply with all the necessary technical and organization measures with the aim to guarantee the security of the data of a personal nature, avoiding their alteration, loss, treatment or non-authorized access.

#### **SIXTH. - Transfer of the Agreement.**

The COMPANY will not be able, directly or indirectly, to cede, transmit, transfer, contribute to a company or pledge, either the present Agreement or the possible appendixes entered into, or one or any of the rights and goods whose use has been granted by virtue hereof by any means, acts or transactions whatsoever.

#### **SEVENTH. - Termination of the Agreement and advance notice**

Notwithstanding the duration initially stated in the SECOND clause of this Agreement, or in each specific appendix that could be entered into, the present agreement can be terminated or renewed for longer than initially stated by mutual agreement between the parties.

The Agreement and its possible appendixes will expire automatically in the case of a breach of the duties of loyalty, diligence and good faith, as well as, in case of any other serious breach of the obligations undertaken by virtue of this Agreement or any of its possible appendixes.

The following provisions, without being exhaustive, are considered **serious breaches by both parties**:

1. - Failure to pay in due time and manner the accrued professional fees according to the quotations approved by the FAMILY.

2. - Non-fulfilment by the COMPANY of the obligation to provide a nanny suitable for the needs of the FAMILY.

**EIGHTH. - Notifications.**

Any written notifications that must be made in terms of the present Agreement or its possible appendixes must be sent to the addresses stated in the preamble herein.

**NINTH. - Sole agreement.**

The Agreement replaces any other previous agreement between the parties either oral or written. The Parties will only be able to modify this Agreement and its possible appendixes in writing.

In case that any of the clauses of the present Agreement or any of its possible appendixes are recognized or declared null or contrary to a legal provision, said clause will be considered as non-written and the rest of the provisions within the affected Agreement and appendix will continue to be valid.

**TENTH. - Applicable legislation.**

The present service agreement and its possible appendixes will be considered civil, and will be governed by the provisions of the Civil Code.

The existence, validity and interpretation of the clauses contained in the Agreement or its appendixes will be governed according to the Spanish legislation. Any issue not expressly stated in them will be governed by articles 1.254 and following of the Civil Code.

**ELEVENTH. - Competent Jurisdiction**

The parties agree to submit to the legislation of the Courts and Tribunals of Barcelona to resolve any controversy arising from the interpretation and/or fulfilment of the present agreement or any of its possible appendixes. The parties expressly waive any other courts that could apply to them.

And, in witness whereof, the Parties, after carefully reading the present document, acknowledge it and sign it in duplicate, both with identical value, in the place and date stated in the preamble.