

CONTRACT ON THE CARE FOR CHILDREN AND (OR) ADULTS

UAB "Mama plius", company number: 304469350, registered at the address A. Vienuolio Str. 14, Vilnius, represented by the director Elvija Roze, acting according to the articles of association of the company, hereinafter referred to as the **Service Provider**, of the one part, and

_____, hereinafter referred to as the **Client**, of the other part, hereby conclude the following service contract:

1. Subject Matter of the Contract:

1.1. The Service Provider shall undertake to provide temporary child and (or) adult care services (hereinafter referred to as the **Services**) to the Client for a period of time specified in the Order Sheet and at the rates of the Service Provider, while the Client shall undertake to pay for the provided Services according to the rates indicated on the website of the Service Provider at www.mamaplius.eu (hereinafter referred to as the **Website**) in accordance with the payment procedure stipulated in Part 4 of the Contract (hereinafter referred to as the **Contract**). The Services shall be ordered on the Website, by e-mail, when the Client fills in and submits the Order Sheet to the Service Provider, reads the conditions of the Contract and agrees with them. It is possible to order the Services by phone; in this case, the Order Sheet shall be filled in when the nanny/carer arrives.

1.2. The Order Sheet filled in by the Client and submitted to the Service Provider as well as the Report on the Transfer and Acceptance of the Services shall be integral parts of the Contract.

2. Commitments of the Parties:

2.1. **Commitments of the Service Provider:** to provide Services on time and properly, in accordance with lawful instructions and requirements provided by the Client on the Order Sheet and the provisions of the Contract, in accordance with professional standards and practice, and by using all necessary skills; to submit a Report on the Transfer and Acceptance to the Client and, upon the Client's request, an invoice according to the procedure stipulated in Part 4 of the Contract. The Service Provider shall not be responsible for not fulfilling or improperly fulfilling the requirements or instructions not provided by the Client on the Order Sheet and for not fulfilling or improperly fulfilling unlawful requirements or instructions of the Client.

2.2. **Commitments of the Client:** to provide all information required for proper and prompt provision of Services and to facilitate the proper provision of the Services, to accept the provided Services by signing a Report on the Transfer and Acceptance of the Services, and to pay for them according to the procedure stipulated in Part 4 of the Contract.

2.3. **Commitments of both Parties:** to immediately inform the other Party about any circumstances preventing or potentially preventing the fulfilment of various contractual obligations within the deadlines and according to the procedure stipulated in the Contract; to act carefully, honestly, and reasonably during cooperation with the other Party. Both Parties shall have other rights and obligations provided for in the Contract and in the applicable legislation of the Republic of Lithuania.

3. The Price of the Services:

3.1. The rates of the Services shall be specified on the Website. The rates shall include all fees related to the provision of the Services and other expenses of the Service Provider.

3.2. If the Client, once the provision of the Services has started, wishes to terminate the provision of the Services before the time of the provision of the Services specified on the Order Sheet, the Client shall undertake to pay the full price of the Services to the Service Provider for the duration of the Services before termination and to pay 50 (fifty) per cent of the price for the remaining duration of the Services that were ordered, but not used by the Client after the termination.

3.3. The Parties hereby agree that payments for the duration of the Services that exceeds the duration of the Services specified on the Order Sheet shall be made as follows: excess time comprising up to 20 (twenty) minutes shall be free, while excess time comprising more than 20 (twenty) minutes shall be considered a full hour of the Services and shall be paid for accordingly and in compliance with the Service provision rates specified on the Website.

4. The Procedure of Accepting the Services, Issuing Invoices and Making Payments:

4.1. A necessary condition of ordering the Services shall be the transfer of the advance payment comprising EUR 15.00 (fifteen euro and 00 cents) to the settlement account of the Service Provider specified in clause 4.4 of the Contract at least *1 day (24 hours)* before the start of the Services. If the Services are ordered when *less than 1 day (24 hours)* are left till the provision of the Services, the advance payment shall be transferred before the beginning of the

provision of the Services. In this case, the Client shall be obligated to send a copy of the bank order to the Service Provider before the start of the provision of the Services or to show it to the nanny/carer who arrived to provide the Services. If the Client fails to pay the advance payment within the period of time stipulated in this clause, it shall be considered that no Contract was concluded. The advance paid by the Client shall be included in the final price of the Services. If the Client cancels the Services **when at least 2 days (48 hours)** remain till the beginning of the period of Service provision, the Service Provider shall refund the advance payment by transferring it to the settlement bank account of the Client from which the advance payment was transferred to the Service Provider. If the Client cancels the Services **when less than 1 day (24 hours)** remain till the beginning of the period of Service provision, the advance payment paid by the Client shall be regarded as minimal losses of the Provider and shall not be returned to the Client. The Client may cancel the Services by e-mail or by phone: +370 61616716.

4.2. The Client at the end of the duration of Service provision shall undertake to accept the provided Services and to record the actual duration of the Services in the Report on the Transfer and Acceptance of the Services in cooperation with the nanny/carer.

4.3. The Service Provider shall undertake to provide the Client with a payment notification or, upon the Client's request, an invoice, by sending it to the e-mail address specified in the Client's Contract or on the Order Sheet or by different means requested by the Client, within 1 (one) business day after the end of the Service provision period and the day of signing the Report on the Transfer and Acceptance of the Services.

4.4. The Client shall undertake to pay the Service Provider for the provided Services within 2 (two) calendar days from the day of sending the payment notification or the invoice. The payment shall be made via a payment order, by transferring the money to the following settlement bank account of the Service Provider: **Recipient: UAB "Mama plius", the company number of the funds recipient: 304469350, settlement bank account No: LT97 4010 0510 0386 9338, Luminor Bank AB, bank code: 40100.**

4.5. If the Client fails to fulfil contractual obligations on time within the period stipulated in clause 4.4 of the Contract, the Client shall pay the Service Provider a penalty comprising 0.1 (zero point one) per cent of the delayed sum for each overdue day, until the fulfilment day. If the Client fails to fulfil his or her contractual obligations within 7 (seven) calendar days after a written reminder of the Service Provider has been sent to the e-mail address of the Client specified on the Order Sheet, the Service Provider shall have the right to collect the debt and the penalties from the Client according to the procedure stipulated in the legislation of the Republic of Lithuania.

4.6. Upon the Client's request, the Service Provider shall undertake to provide additional services to the Client, and the nature, scope (duration) and price of the Services according to the rates specified on the Website shall be recorded in the Report on the Transfer and Acceptance of the Services.

5. Conclusion of the Contract, its Validity and Termination Procedure, Force Majeure:

5.1. The Contract shall be concluded electronically or in the usual written format, while the Client shall fill in and submit the Order Sheet to the Service Provider, read the conditions of the Contract and agree with them and transfer the advance payment (the payment amount shall be specified in clause 4.1 of the Contract) to the settlement bank account of the Service Provider specified in clause 4.4 of the Contract. The Service Provider shall confirm the conclusion of the Contract by sending a message to the e-mail address of the Client specified on the Order Sheet. The Contract shall be valid as of the conclusion thereof until both Parties have completely fulfilled their responsibilities according to the Contract. The Service Provider shall have the right to refuse to conclude a Contract with a Client who has committed breaches of contract in the past.

5.2. The Client shall have the right to terminate the Contract unilaterally at any moment, irrespective of whether the Service Provider has already started to perform it. In this case, the Client shall face the consequences outlined in Parts 3 and 4 of the Contract.

5.3. The Service Provider shall have the right to terminate the Contract unilaterally at any moment due to important reasons.

5.4. The Parties shall not be responsible for complete or partial failure to fulfil their obligations according to the Contract if the failure was caused by force majeure circumstances. The Parties shall interpret force majeure circumstances according to the Civil Code of the Republic of Lithuania. The Party to the Contract that cannot fulfil its obligations according to the Contract due to the aforementioned circumstances shall be obligated to inform the other Party to the Contract about this in writing within 3 (three) calendar days after the emergence of such circumstances. Delayed or inadequate notification sent to the other Party or failure to provide information shall deprive the Party of the right to use the aforementioned circumstances as justification absolving the Party of the liability for delayed (or inadequate) fulfilment or non-fulfilment of the obligations. If the aforementioned obligations last for more than 1 (one) month, the Parties may terminate the Contract by mutual agreement. In this case, the Client shall compensate the Service Provider for the costs actually incurred by the Service Provider.

6. Final Provisions

6.1. The Parties shall undertake to maintain confidentiality in their mutual relations: they shall not disclose to third persons any personal, commercially sensitive, business-related, or financial information to which the Parties had access during cooperation on the basis of the Contract in writing, verbally or in any other manner.

6.2. Any amendments and additions to the Contract shall be valid only if they are drafted in writing (on the Order Sheet, in the Report on the Transfer and Acceptance or in any other written document). Verbal reservations shall have no legal power.

6.3. If any part of the Contract becomes invalid or is cancelled, the remaining parts of the Contract shall remain valid.

6.4. All notifications and the other correspondence of the Parties according to the Contract shall be delivered to a Party to the Contract against receipt or by mail or e-mail by using contact information specified in the Contract, appendices thereto or on the Website (of the Service Provider). If the addresses, other contact information or bank details of the Parties change, the Parties to the Contract shall undertake to inform one another about this within 2 (two) business days. The Party that failed to fulfil this obligation properly shall face the negative consequences of such non-fulfilment and it shall lose the right to claim that messages sent to the other Party by using known contact information and other correspondence of the Parties were delivered inadequately.

6.5. All disputes arising from the Contract shall be resolved via negotiations. If the Parties do not reach an agreement via negotiations, disputes shall be resolved according to the procedure stipulated in the laws of the Republic of Lithuania.

The Service Provider:

UAB "Mama plius"

Company number 304469350

A. Vienuolio Str. 14, LT-01104 Vilnius

E-mail: uzsakymas@mamaplius.eu

Telephone: +370 61616716, Director E. Roze

The Client: