

## HOME SERVICES AGREEMENT

This Master Service Agreement (“Agreement”) is entered into as of the date signed and accepted (“Effective Date”) by and between you (“Client” or “you”) and the independently owned and operated household services company (“Company”) identified below:

Fleetwood H&H LLC, Patrice Oldemeyer

Company and Client are each referred to herein individually as a “Party” and collectively as the “Parties.” The Parties reflect their consent to this Agreement by their electronic acknowledgment and/or signature in accordance with Section 13.10.

### CONTEXT

- The Company operates its own independent household services business using a proprietary technology-enabled referral and administrative platform from *The Mother’s Helper*™ (“Platform”) that facilitates connections between independent service providers (“Helpers”) identified by the Company and families seeking non-medical, in-home support services;
- Client desires to retain the services of independent Helpers through the Platform to provide household support services at Client’s designated premises;
- Helpers engaged through the Platform operate under separate Independent Contractor Platform Agreements with the Company, and Client acknowledges that Client is not a party to, beneficiary of, or entitled to enforce any such agreement;
- The purpose of this Agreement is to mutually agree on the terms governing Client’s use of the information made available by Company on the Platform to identify and engage Helpers and to contract for and receive Services (defined below), in addition to and in conjunction with the Terms and Conditions of Use (“Terms and Conditions”) posted at [www.mothershelper.co](http://www.mothershelper.co), which are incorporated herein by reference;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE 1: DEFINITIONS AND INTERPRETATION**

### **1.1 “Applicable Law”**

means all federal, state, and local laws, statutes, regulations, rules, ordinances, and orders applicable to a Party’s obligations under this Agreement, including without limitation all applicable health and safety regulations, privacy laws, and employment and labor laws of the State of California.

### **1.2 “Business Day”**

means any day other than a Saturday, Sunday, or federal or California state holiday.

### **1.3 “Confidential Information”**

means any and all non-public information disclosed to Client in the course of receiving Services or utilizing the Platform, including but not limited to: the identities, contact information, compensation rates, and personal details of Helpers; Company pricing structures, business strategies, client lists, operational processes, and proprietary methods; and the terms and conditions of any agreement between the Company and any Helper. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of Client; (b) was known to Client prior to disclosure, as evidenced by written records; (c) was independently developed by Client without reference to Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided Client gives Company prompt written notice and cooperates with any effort to obtain protective treatment.

### **1.4 “Engagement”**

means a specific, confirmed Service Appointment scheduled through the Platform in which a Helper is arranged to provide Services at Client’s designated premises during a defined period.

### **1.5 “Helper”**

means an independent service provider who provides Services to Client through the Platform. Helpers are independent contractors engaged by the Company solely in that capacity and are not employees, agents, partners, joint venturers, or legal representatives of the Company. The Company does not control, supervise, or direct the manner, method, or means by which Helpers perform Services. Helpers operate under separate agreements with the Company, to which Client is not a party.

**1.6 “Incident”**

means any of the following occurring during or in connection with a Service Appointment: (a) any injury to any person, including but not limited to Client, any household member, any child, or the Helper; (b) any damage to or loss of property; (c) any allegation or observation of misconduct by a Helper, including but not limited to theft, dishonesty, harassment, substance use, inappropriate language or behavior, or any conduct that causes Client concern regarding the safety or well-being of any household member; (d) any allegation or observation of abuse or neglect of a child or vulnerable person; (e) any unauthorized person present during the Engagement; (f) any emergency requiring medical attention or emergency services; or (g) any other occurrence that a reasonable person in Client’s position would consider material to the safety, security, or quality of Services.

**1.7 “Material Breach”**

means a breach of this Agreement that is substantial enough to defeat the purpose of the Agreement or to deprive a Party of the benefit it reasonably expected, including but not limited to: Client’s failure to disclose household conditions as required by Section 3.3; Client’s failure to maintain a safe environment as required by Section 3.2; Client’s violation of the conduct provisions in Section 3.6; Client’s failure to disclose surveillance devices as required by Section 10.3; Client’s violation of the anti-solicitation provisions in Article 7; or Client’s failure to report an Incident as required by Article 4.

**1.8 “Platform”**

means the proprietary digital and physical service infrastructure of *The Mother’s Helper*™ used to connect Clients with Helpers and facilitate related administrative tasks between Company and Client, including the website at [mothershelper.co](https://mothershelper.co), the scheduling and booking system, the payment processing system (currently Square), communication tools, and related administrative services.

**1.9 “Platform Rate”**

means the per-hour rate for Services as published by the Company and in effect at the time of booking, as communicated to Client through the Platform or at the time of scheduling. The Company reserves the right to adjust the Platform Rate with reasonable advance notice.

**1.10 “Premises”**

means the residential address or other location designated by Client at which Services are to be performed.

**1.11 “Services”**

means non-medical, in-home household support tasks performed by Helpers pursuant to an Engagement, which may include child supervision (non-therapeutic, non-medical, non-licensed), general household tidying, laundry, basic organizing, light meal preparation, and other routine home assistance tasks as agreed upon at the time of booking. Services expressly exclude all categories of prohibited services identified in the Terms and Conditions and Section 3.5 of this Agreement.

**1.12 “Terms and Conditions”**

means the Terms and Conditions of Use, as posted at [www.mothershelper.co](http://www.mothershelper.co) and as amended from time to time, which are incorporated into this Agreement by reference.

**ARTICLE 2: RELATIONSHIP OF THE PARTIES AND PLATFORM ROLE****2.1 Platform as Referral and Administrative Service.**

Client acknowledges and agrees that the Company operates exclusively as a referral and administrative services utilizing the Platform that it has licensed from *The Mother’s Helper*™. The Company does not provide any of the household services directly. The Company’s sole functions are to: (a) facilitate connections between Client and independent Helpers willing to provide Services; (b) coordinate scheduling through the Platform; (c) process payments through third-party payment processors; and (d) perform related administrative tasks. The Company does not itself provide, perform, supervise, direct, or control the Services.

**2.2 Independent Contractor Status of Helpers.**

Client expressly acknowledges, understands, and agrees that all Helpers are independent contractors operating their own independent businesses. Helpers are not employees, agents, partners, joint venturers, or legal representatives of the Company. The Company does not control the manner, method, or means by which Helpers perform Services. Client acknowledges that the Company’s facilitation of scheduling and payment processing does not constitute control over a Helper’s work and does not create an employer-employee relationship between the Company and any Helper. Client agrees not to assert or support any claim that a Helper is or was an employee or agent of the Company.

**2.3 No Guarantee of Performance.**

The Company does not guarantee, warrant, or represent the quality, suitability, safety, reliability, timeliness, or outcome of any Services or the conduct of any Helper. Client engages Helpers through the Platform at Client’s own risk. While the Company conducts background screening on Helpers as part of its onboarding process, such screening is limited in scope, is not a

guarantee of a Helper's suitability, character, or fitness, and does not create any duty or obligation on the part of the Company beyond the screening itself. Client is responsible for conducting any additional due diligence Client deems necessary regarding any Helper connected with Client through the Platform for an Engagement.

#### **2.4 No Guarantee of Availability.**

The Company does not guarantee that any specific Helper will be available for any particular Engagement, that recurring schedules will be maintained without interruption, or that a substitute Helper will be available if a previously assigned Helper becomes unavailable. The Company will use reasonable efforts to accommodate Client's scheduling preferences and Helper requests, but all Engagements are subject to Helper availability and acceptance.

#### **2.5 Relationship with Terms and Conditions.**

This Agreement supplements and operates in conjunction with the Terms and Conditions. In the event of any direct conflict between a provision of this Agreement and a provision of the Terms and Conditions, the provision of this Agreement shall control. All provisions of the Terms and Conditions not directly in conflict with this Agreement remain in full force and effect. Client acknowledges that Client has read, understood, and agreed to the Terms and Conditions prior to executing this Agreement. The Company may update the Terms and Conditions from time to time, and continued use of the Platform following such updates constitutes acceptance of the revised Terms and Conditions.

### **ARTICLE 3: CLIENT OBLIGATIONS AND REPRESENTATIONS**

#### **3.1 Eligibility.**

Client represents and warrants that Client: (a) is at least eighteen (18) years of age; (b) is legally capable of entering into binding agreements under California law; (c) has legal authority regarding any child or dependent for whom Services are sought; and (d) has provided and will maintain accurate, current, and complete information in connection with this Agreement and Client's Platform account.

#### **3.2 Safe Environment.**

Client is solely responsible for providing and maintaining a safe, clean, sanitary, and hazard-free environment at the Premises where Services are performed. This obligation includes, without limitation: (a) securing or restraining pets known to be aggressive, unpredictable, or intimidating; (b) safely storing firearms, weapons, and ammunition in a manner inaccessible to Helpers and children; (c) ensuring walkways, stairs, and work areas are clear and free of tripping hazards; (d)

maintaining functional utilities, plumbing, heating, and cooling systems; (e) ensuring the Premises are free of pest infestations, mold, or other environmental health hazards; (f) complying with all applicable health and safety regulations; and (g) ensuring that any pool, hot tub, or body of water on the Premises is secured with appropriate safety barriers and that the Helper is informed of its presence. The Company and Helpers rely entirely on Client's representations and actions regarding the safety of the Premises.

### **3.3 Mandatory Disclosure of Household Conditions.**

Prior to each Engagement, Client shall accurately and completely disclose to the Company the presence of any of the following conditions at the Premises:

- (a) Pets: Type, breed, size, temperament, and whether they will be restrained or secured during the Engagement.
- (b) Firearms or Weapons: Presence of any firearms, ammunition, or weapons on the Premises, regardless of storage method.
- (c) Controlled Substances: Presence or active use of controlled substances on the Premises that could impact safety or judgment.
- (d) Behavioral Risks: Any known behavioral issues, diagnoses, or conditions relating to children or other household members that could affect Helper safety or the nature of supervision required, including aggression, elopement risk, self-harm tendencies, or specific behavioral triggers.
- (e) Safety Concerns Regarding Household Members: Presence of any individual at the Premises during the Engagement who may pose a safety concern to the Helper, including but not limited to individuals with a history of violent behavior or active restraining orders.
- (f) Communicable Illness: Presence of any household member with a known contagious illness at the time of the Engagement. Client agrees to reschedule if communicable illness arises before an Engagement.
- (g) Structural or Environmental Hazards: Any known hazard at the Premises, including construction zones, non-functioning essential utilities, water damage, or unstable structures.
- (h) Surveillance Devices: Presence and location of any active audio or video recording devices in areas where Services will be performed, consistent with California Penal Code Section 632. Client shall obtain and retain a signed acknowledgment from the Helper confirming that the Helper has been informed of the presence and location of surveillance devices. The Company may facilitate this acknowledgment through the Platform.

(i) Pools and Bodies of Water: Presence of any pool, hot tub, pond, or other body of water on the Premises, and whether appropriate safety barriers are in place.

Failure to disclose any such condition accurately and completely constitutes a Material Breach of this Agreement and the Terms and Conditions, and shall result in the consequences set forth in Section 3.4.

### **3.4 Consequences of Non-Disclosure.**

If Client fails to disclose any condition required under Section 3.3: (a) the Company or Helper may immediately cancel the Engagement, and Client may be charged for the full scheduled duration; (b) Client's access to the Platform may be suspended or terminated at the Company's sole discretion; and (c) Client shall indemnify, defend, and hold harmless the Company and the affected Helper(s) in accordance with Article 8 for any and all claims, damages, losses, liabilities, costs, and expenses arising directly or indirectly from the non-disclosure.

### **3.5 Prohibited Requests.**

Client shall not request, permit, instruct, or allow any Helper to perform any task that falls outside the scope of permitted Services, including without limitation: (a) administering medication of any kind; (b) supervising swimming, bathing, or water activities; (c) transporting any person in a vehicle unless separately authorized in writing by the Company in accordance with applicable Transportation Services requirements; (d) providing medical, therapeutic, or behavioral modification services; (e) performing heavy cleaning, outdoor maintenance, or tasks requiring professional licensure; or (f) any activity that is illegal or that poses an unreasonable risk of harm. Requesting or permitting prohibited tasks constitutes a Material Breach and shifts all associated liability to Client.

### **3.6 Client Conduct.**

Client agrees to treat all Helpers with professionalism, courtesy, and respect for their status as independent professionals and for their personal safety and boundaries. Client shall not engage in or permit any household member or guest to engage in: (a) harassment, threats, intimidation, or discriminatory behavior based on any protected characteristic; (b) sexual misconduct, inappropriate comments, or unwanted advances; (c) verbal abuse or creation of a hostile environment; (d) physical intimidation or unwanted physical contact; (e) any conduct that would cause a reasonable person to feel unsafe; or (f) any request to a Helper to perform tasks outside the scope of Services as defined in this Agreement. Violations may result in immediate termination of the Engagement, suspension or permanent removal from the Platform, forfeiture of any refund, and reporting to appropriate authorities if warranted.

**3.7 Client Presence and Accessibility.**

Unless otherwise expressly agreed in the Engagement Terms, Client or another responsible adult designated by Client must be present at the Premises or readily accessible by phone and able to return within a reasonable time during any Engagement involving child supervision. Client must provide the Helper with clear instructions regarding Premises access and must be available at the scheduled start and end times of each Engagement.

**3.8 Emergency Information and Medical Authority.**

Client shall provide the Company and the assigned Helper with current and accurate emergency contact information for at least two (2) responsible adults prior to each Engagement. If the Engagement involves child supervision, Client shall also provide: (a) the name and contact information for the child's primary care physician; (b) a list of any known allergies (food, environmental, medication); (c) any relevant medical conditions or dietary restrictions; (d) clear written instructions regarding emergency protocols, including authorization for the Helper to contact emergency services (911) if warranted; and (e) written authorization or limitation regarding whether the Helper is authorized to consent to emergency medical treatment for a minor if the Client cannot be reached. The Helper is not a medical professional and shall not be expected to make medical decisions. Client retains sole responsibility for all medical decisions regarding any child or household member.

**ARTICLE 4: INCIDENT NOTIFICATION AND COOPERATION****4.1 Mandatory Incident Notification.**

Client shall notify the Company in writing within twenty-four (24) hours of becoming aware of any Incident, as defined in Section 1.6. Notification must be directed to the Company email indicated on the first page and must include: (a) the date, time, and location of the Incident; (b) the name of the Helper involved; (c) a factual description of what occurred; (d) the identities of any witnesses; and (e) any documentation, including photographs, that Client has in their possession.

**4.2 Obligation to Report Promptly.**

Client acknowledges that prompt notification of Incidents is critical to the safety of all families and Helpers on the Platform and to the Company's ability to investigate and respond appropriately. Client agrees that failure to notify the Company of an Incident within the required timeframe may: (a) impede the Company's ability to investigate and take corrective action; (b) be considered in evaluating Client's eligibility for any credit, refund, or remedy from the



Company in connection with the Incident; and (c) constitute a factor in any determination of liability or responsibility.

#### **4.3 Cooperation with Investigation.**

In the event of an Incident, Client agrees to cooperate fully and in good faith with any investigation conducted by the Company, including providing access to relevant documentation, photographs, communications, and making reasonable efforts to be available for interviews or follow-up inquiries. Client shall not destroy, alter, or conceal any evidence related to an Incident.

#### **4.4 Mandatory Reporting Obligations.**

Nothing in this Agreement shall be construed to limit, delay, or discourage Client from reporting any suspected child abuse, neglect, or criminal activity to the appropriate law enforcement or child protective services agencies. Client is encouraged to contact emergency services (911) immediately in any situation involving an imminent threat to the safety of any person. If Client makes such a report, Client shall also notify the Company within twenty-four (24) hours so that the Company may take appropriate action with respect to the Helper and the Platform.

#### **4.5 No Retaliation.**

The Company shall not retaliate against any Client for making a good faith Incident report or for cooperating with an investigation. Client's standing on the Platform shall not be adversely affected by good faith reporting.

### **ARTICLE 5: BOOKING, PAYMENT, AND CANCELLATION**

#### **5.1 Booking.**

All Engagements must be scheduled through Platform-approved methods, including the online scheduling system or direct communication with the Company for custom requests. All bookings are requests subject to Helper availability and acceptance. Confirmation of a booking by the Company constitutes a confirmed Engagement subject to the terms of this Agreement and the Terms and Conditions.

#### **5.2 Payment Terms.**

Client authorizes the Company, through its third-party payment processor (currently Square), to charge Client's designated payment method for all fees associated with confirmed Engagements. Payment terms are as follows:

(a) One-Time Engagements: Payment is charged at the time of booking confirmation or upon completion of the Engagement, as specified at the time of booking.

(b) Recurring Engagements: Payment for each Engagement within a recurring schedule is charged at the end of the business day on which the Engagement occurred, based on actual hours of Services rendered.

(c) Platform Rate: Services are billed at the Platform Rate in effect and published by the Company at the time of booking. The Company reserves the right to modify the Platform Rate with reasonable advance notice to active Clients.

(d) Minimum Engagement Duration: Engagements are subject to a minimum duration of three (3) hours, as specified at the time of booking. If Client terminates an Engagement before the minimum duration for reasons other than Helper misconduct or unsafe conditions, Client may be charged for the full minimum duration.

(e) Additional Fees: Additional fees may apply for holiday Engagements, extended hours, or special requests, as disclosed at the time of booking.

### **5.3 Payment Method.**

Client agrees to maintain a valid payment method on file with the Company at all times during the term of this Agreement. Client authorizes recurring charges as applicable. Failed payments may result in suspension of Services and Platform access.

### **5.4 Cancellation by Client.**

(a) Standard Cancellation: Client must cancel Engagements through the Platform or designated method at least eight (8) hours prior to the scheduled start time. Cancellations with sufficient notice incur no charge.

(b) Late Cancellation: Cancellations with less than eight (8) hours notice may result in a cancellation fee of \$50.

(c) No-Show: If Client is not present or accessible at the Premises within fifteen (15) minutes of the scheduled start time, the Engagement will be treated as a late cancellation and Client may be charged the full scheduled amount.

### **5.5 Cancellation or Modification by Company or Helper.**

(a) The Company or Helper may cancel or modify an Engagement due to illness, emergency, safety concerns, or other circumstances. The Company will use reasonable efforts to provide advance notice and arrange a substitute Helper.

(b) If the Company or Helper cancels an Engagement and no substitute is available, Client will not be charged for the cancelled Engagement.

(c) If a Helper, upon arrival or during an Engagement, reasonably determines that the Premises are unsafe, unsanitary, or that any undisclosed hazard exists, or that Client or any household member is engaging in conduct prohibited under Section 3.6, the Helper may immediately cease Services and leave the Premises. In such event, Client may be charged for the full scheduled Engagement at the Company's discretion.

### **5.6 Refunds and Credits.**

All fees are generally non-refundable except as expressly provided in this Agreement, the Terms and Conditions, or as required by Applicable Law. In cases of documented Helper misconduct or significant service failure directly attributable to the Helper, the Company may, at its sole discretion, offer a partial or full credit for future Services or, in limited circumstances, a partial or full refund. Requests for refunds or credits must be submitted in writing within five (5) calendar days of the relevant Engagement. Failure to report within this timeframe may waive Client's right to seek a credit or refund.

### **5.7 Billing Disputes.**

Client shall notify the Company in writing of any billing discrepancy within five (5) calendar days of the charge appearing on Client's statement. Failure to do so constitutes acceptance of the charges. Client agrees to attempt resolution directly with the Company before initiating any chargeback with a payment processor. Initiating an unwarranted chargeback may result in suspension or termination of Platform access.

## **ARTICLE 6: LIMITATION OF LIABILITY AND DISCLAIMERS**

### **6.1 Disclaimer of Warranties.**

THE PLATFORM AND ALL SERVICES FACILITATED THERE THROUGH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

### **6.2 Disclaimer Regarding Helpers.**

THE COMPANY IS A REFERRAL AND ADMINISTRATIVE BUSINESS. THE COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE RELIABILITY, QUALITY, SUITABILITY, SAFETY, CAPABILITY, HONESTY, OR CONDUCT OF ANY HELPER. BACKGROUND SCREENING CONDUCTED BY THE

COMPANY IS LIMITED IN SCOPE AND SHOULD NOT BE SOLELY RELIED UPON BY CLIENT. CLIENT IS RESPONSIBLE FOR EXERCISING INDEPENDENT JUDGMENT AND CONDUCTING ANY ADDITIONAL DUE DILIGENCE CLIENT DEEMS APPROPRIATE.

### **6.3 Disclaimer of Employer Liability.**

HELPERS ARE INDEPENDENT CONTRACTORS, NOT EMPLOYEES OF THE COMPANY. THE COMPANY IS NOT LIABLE FOR ANY ACTS, OMISSIONS, NEGLIGENCE, MISCONDUCT, OR CRIMINAL CONDUCT OF ANY HELPER. THIS INCLUDES, WITHOUT LIMITATION, LIABILITY FOR THEFT, PROPERTY DAMAGE, PERSONAL INJURY, ABUSE, NEGLECT, OR ANY OTHER HARM CAUSED BY A HELPER. THE COMPANY'S LIABILITY IS STRICTLY LIMITED TO ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN ITS CAPACITY AS A REFERRAL AND ADMINISTRATIVE PLATFORM.

### **6.4 Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL *THE MOTHER'S HELPER*<sup>™</sup>, THE COMPANY, THEIR MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PLATFORM, OR THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY.

### **6.5 Aggregate Liability Cap.**

IN NO EVENT SHALL THE COMPANY'S TOTAL AGGREGATE LIABILITY TO CLIENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE GREATER OF: (A) THE TOTAL FEES ACTUALLY PAID BY CLIENT TO THE COMPANY THROUGH THE PLATFORM DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) FIVE HUNDRED U.S. DOLLARS (\$500.00).

### **6.6 Exceptions.**

Nothing in this Article 6 is intended to limit or exclude liability for death or personal injury caused by the Company's own gross negligence, willful misconduct, or fraud, or any other liability that cannot be excluded or limited under Applicable Law, including California Civil

Code Section 1668. This exception does not extend to the acts or omissions of Helpers or other third parties.

**6.7 Platform Not A Party.** Client acknowledges and agrees that Company is using the Platform as a tool to perform the tasks agreed in this Agreement. *The Mother's Helper*™ is not a party to this Agreement and as such has no obligations, responsibilities or liabilities with respect to Client or the Services.

**6.8 Assumption of Risk.**

Client acknowledges that engaging household service providers to perform in-home services, including child supervision, inherently involves risk. Client voluntarily assumes all risks associated with the receipt of Services, the presence of a Helper at Client's Premises, and the interaction between Helpers and Client's household members, except to the extent arising from the Company's own gross negligence or willful misconduct. This assumption of risk is knowing and voluntary and is made in consideration of Client's access to the Platform and the Services facilitated therethrough.

**ARTICLE 7: ANTI-SOLICITATION AND PLATFORM INTEGRITY**

**7.1 Prohibition on Circumvention.**

During the term of this Agreement and for a period of twelve (12) months following Client's last completed Engagement booked through the Platform, Client shall not directly or indirectly solicit, hire, engage, contract with, or compensate any Helper whom Client was introduced to through the Platform to perform services outside of the Platform's booking and payment system, without the prior written consent of the Company.

**7.2 Scope.**

This restriction applies to all Helpers to whom Client was introduced, referred, or connected through the Platform, regardless of whether Services were actually performed. This restriction applies to services of the same type or substantially similar nature as Services offered through the Platform.

**7.3 Acknowledgment.**

Client acknowledges that this restriction is necessary to protect the Company's legitimate business interests, including its investment in recruiting, screening, and connecting Helpers with Clients, and that the restriction is reasonable in scope, duration, and geographic extent.

**7.4 Liquidated Damages.**

The Parties acknowledge that a breach of this Article 7 would cause the Company damages that are difficult to calculate with precision. In the event of a breach, Client agrees to pay the Company, as liquidated damages and not as a penalty, an amount equal to the Company's margin (the difference between the Platform Rate and the Helper's compensation rate) multiplied by the average weekly hours of the most recent four (4) weeks of Engagements with the solicited Helper, multiplied by the number of weeks remaining in the twelve-month restricted period. The Parties agree that this amount represents a reasonable pre-estimate of the Company's anticipated loss and is not punitive in nature.

#### **7.5 Equitable Relief.**

Client acknowledges that a breach of this Article 7 would cause irreparable harm to the Company for which monetary damages would be an insufficient remedy. The Company shall be entitled to seek injunctive relief, specific performance, or other equitable remedies in any court of competent jurisdiction, in addition to any other remedies available at law or in equity.

#### **7.6 Judicial Modification.**

If any court or arbitrator of competent jurisdiction determines that the scope, duration, or any other aspect of the restrictions in this Article 7 is unreasonable or unenforceable, the court or arbitrator is authorized and directed to modify such restriction to the minimum extent necessary to make it reasonable and enforceable, rather than invalidating the restriction in its entirety.

#### **7.7 Platform Integrity.**

Client shall not: (a) attempt to bypass, circumvent, or manipulate the Platform's booking, payment, or scheduling systems; (b) use the Platform for commercial solicitation, data mining, competitive intelligence, or any unauthorized purpose; (c) share Platform access credentials with any third party; or (d) engage in any conduct intended to undermine the integrity or operation of the Platform. Violations constitute a Material Breach and may result in immediate termination of Platform access and legal action.

### **ARTICLE 8: INDEMNIFICATION**

#### **8.1 Client Indemnification.**

Client agrees to indemnify, defend, and hold harmless The Mother's Helper <sup>TM</sup>, the Company, and each of their members, managers, officers, employees, agents, affiliates, successors, permitted assigns, and Helpers (in their capacity as independent contractors referred through the Platform) (collectively, "Company Indemnitees") from and against any and all claims, demands, actions, suits, proceedings, damages, losses, liabilities, judgments, settlements, costs, and

expenses (including reasonable attorneys' fees and court costs) arising from or related to: (a) Client's breach of any term, representation, warranty, or obligation in this Agreement or the Terms and Conditions; (b) Client's use or misuse of the Platform or Services; (c) Client's failure to provide accurate and complete information, including failure to disclose household conditions or safety risks as required by Section 3.3; (d) Client's failure to provide or maintain a safe environment at the Premises as required by Section 3.2; (e) any injury, death, or property damage occurring at the Premises, except to the extent directly caused by the Company's own gross negligence in its referral and administrative function; (f) the conduct, acts, or omissions of Client, Client's children, dependents, household members, guests, or pets; (g) any dispute between Client and any Helper, except where the dispute directly results from the Company's gross negligence in its referral and administrative function; (h) Client's violation of any Applicable Law or the rights of any third party; (i) any claim brought by a Helper against the Company arising from Client's actions, omissions, non-disclosure of hazards, unsafe premises conditions, or prohibited conduct; (j) Client's violation of the anti-solicitation provisions in Article 7; and (k) Client's failure to report an Incident as required by Article 4.

## **8.2 Company's Limited Indemnification.**

The Company shall indemnify and hold harmless Client from and against claims, damages, and liabilities to the extent arising directly from the Company's gross negligence, willful misconduct, fraud, or violation of law in the Company's operation of the Platform. This indemnification does not extend to acts or omissions of Helpers or other third parties.

## **8.3 Defense and Control.**

The Company reserves the right, at Client's expense, to assume the exclusive defense and control of any matter for which Client is required to indemnify the Company, and Client agrees to cooperate with the Company's defense. Client shall not settle any claim without the prior written consent of the Company if such settlement would impose any obligation or liability on the Company or any Company Indemnitee.

## **8.4 Survival.**

The indemnification obligations under this Article 8 shall survive the termination or expiration of this Agreement and shall continue in full force and effect with respect to any claims arising from events that occurred during the term of this Agreement.

# **ARTICLE 9: CONFIDENTIALITY**

## **9.1 Obligations.**

Client shall hold all Confidential Information in strict confidence and shall not disclose, publish, or use any Confidential Information for any purpose other than the receipt of Services under this Agreement, without the prior written consent of the Company.

### **9.2 Helper Information and Communications.**

Client shall not disclose the compensation rate, personal contact information, home address, or other personal details of any Helper to any third party. Client may communicate directly with Helpers as reasonably necessary during active Engagements for scheduling, access, and service-related matters. Client shall not contact a Helper for purposes of soliciting services outside the Platform or for any purpose unrelated to an active Engagement.

### **9.3 Deletion of Helper Contact Information.**

Upon termination of this Agreement or upon termination of Engagements with a specific Helper, Client shall delete or cease using that Helper's personal contact information, including phone number, email address, and any other personal details, and shall not retain such information for purposes of contacting the Helper outside the Platform.

### **9.4 Survival.**

The obligations set forth in this Article 9 shall survive the termination or expiration of this Agreement for a period of two (2) years.

## **ARTICLE 10: PRIVACY AND DATA**

### **10.1 Information Collection.**

The Company collects and maintains personal information from Client necessary to facilitate Platform access and Services, including name, contact details, address, payment information, household composition, and service preferences. The data practices of the Company and *The Mother's Helper*™ are further described in their respective privacy policies which are incorporated herein by reference.

### **10.2 California Privacy Rights.**

Clients who are California residents have certain rights regarding their personal information under the California Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA). These rights are described in the Platform's Privacy Policy.

### **10.3 Surveillance Disclosure.**



If Client operates audio or video surveillance devices at the Premises, Client shall disclose the presence and location of such devices to the Company and the Helper prior to each Engagement, consistent with California Penal Code Section 632 and all applicable privacy laws. Client shall not make audio recordings of any Helper without the Helper's express consent, as required by California's two-party consent law. Failure to disclose surveillance devices or unauthorized audio recording constitutes a Material Breach of this Agreement.

#### **10.4 Communications.**

By using the Platform, Client consents to receive electronic communications from the Company regarding account activity, bookings, payments, policy updates, Incident follow-ups, and other service-related matters.

### **ARTICLE 11: DISPUTE RESOLUTION**

#### **11.1 Informal Resolution.**

Before initiating any formal legal action or arbitration, Client agrees to first attempt to resolve any dispute arising out of or relating to this Agreement, the Platform, or the Services ("Dispute") informally by contacting the Company in writing at its email address identified on the first page, providing a description of the Dispute and contact information. The Parties shall use good faith efforts to resolve the Dispute through direct negotiation for a period of at least thirty (30) days before initiating arbitration.

#### **11.2 Binding Arbitration.**

If a Dispute is not resolved informally within thirty (30) days, either Party may initiate binding arbitration. Except for disputes qualifying for small claims court or claims seeking injunctive relief under Article 7, all Disputes shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules then in effect. The arbitration shall be conducted by a single neutral arbitrator in Los Angeles County, California, or another mutually agreed location. The arbitrator's decision shall be final and binding and enforceable in any court of competent jurisdiction.

#### **11.3 Class Action and Jury Trial Waiver.**

CLIENT AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, REPRESENTATIVE PROCEEDING, OR PRIVATE ATTORNEY GENERAL ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND

MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING. TO THE EXTENT ANY CLAIM PROCEEDS IN A COURT OF LAW RATHER THAN ARBITRATION, THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

**11.4 Small Claims Exception.**

Either Party may pursue claims in small claims court if the amount in controversy is within that court's jurisdictional limits.

**11.5 Equitable Relief.**

Nothing in this Article 11 shall prevent either Party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction to prevent irreparable harm, including enforcement of Article 7.

**11.6 Attorneys' Fees.**

The prevailing party in any arbitration or legal proceeding arising under this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

**11.7 Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. The arbitrator shall apply California law.

**11.8 Venue.**

Subject to the arbitration provisions herein, the exclusive venue for any legal action not subject to arbitration shall be the state and federal courts located in Los Angeles County, California. Client consents to the personal jurisdiction of such courts.

**11.9 Severability of Arbitration Provisions.**

If any provision of this Article 11 is found to be unenforceable, the remaining provisions shall remain in full force and effect. If the class action waiver in Section 11.3 is found to be unenforceable with respect to a particular claim, that claim shall be severed and may proceed in a court of competent jurisdiction while all remaining claims shall be arbitrated.

**ARTICLE 12: TERM AND TERMINATION****12.1 Term.**

This Agreement shall become effective on the Effective Date and shall continue in effect until terminated by either Party in accordance with this Article 12.

**12.2 Termination by Client.**

Client may terminate this Agreement at any time by providing written notice to the Company. Termination does not relieve Client of the obligation to pay all outstanding fees for Services already rendered or for Engagements subject to cancellation fees under Section 5.4. Any scheduled recurring Engagements shall be cancelled upon termination unless the Company agrees otherwise.

**12.3 Termination by Company.**

The Company may terminate this Agreement and revoke Client's access to the Platform: (a) immediately upon written notice for Material Breach of this Agreement or the Terms and Conditions; (b) immediately if Client engages in conduct that threatens the safety of any Helper or that the Company determines, in its sole discretion, to be incompatible with continued Platform access; or (c) for any reason or no reason upon thirty (30) days' written notice.

**12.4 Effect of Termination.**

Upon termination: (a) Client's access to the Platform shall be deactivated; (b) Client shall pay all outstanding amounts owed; (c) any scheduled Engagements shall be cancelled unless the Company agrees otherwise; (d) Client shall return any Company property; (e) Client shall delete or cease using any Helper personal contact information in accordance with Section 9.3; and (f) Client's obligations under Articles 7 (Anti-Solicitation), 8 (Indemnification), 9 (Confidentiality), and 11 (Dispute Resolution) shall survive in accordance with their terms.

**ARTICLE 13: GENERAL PROVISIONS****13.1 Entire Agreement.**

This Agreement, together with the Terms and Conditions, the Privacy Policy, and any Engagement Terms communicated through the Platform, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, agreements, and understandings, whether oral or written, including any prior click-through terms or booking agreements to the extent they conflict with this Agreement.

**13.2 Amendments.**

The Company may propose amendments to this Agreement by providing written notice to Client. Material amendments require Client's affirmative consent, which may be provided by executing an updated Agreement, by written acknowledgment, or by continuing to book Services through the Platform after receiving notice and a reasonable opportunity to review the changes (no less than fourteen (14) calendar days).

**13.3 Severability.**

If any provision of this Agreement is held invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or severed if modification is not possible. The invalidity of any provision shall not affect the validity of any other provision.

**13.4 Assignment.**

Client may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the Company. The Company may freely assign this Agreement in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets.

**13.5 No Waiver.**

The failure of the Company to enforce any provision of this Agreement shall not constitute a waiver. Any waiver must be in writing and signed by an authorized representative of the Company.

**13.6 Force Majeure.**

Neither Party shall be liable for any failure or delay in performance (other than payment obligations) due to circumstances beyond the Party's reasonable control, including acts of God, natural disasters, pandemics, epidemics, government orders, civil unrest, fire, flood, earthquake, power failure, internet disruption, or labor disputes.

**13.7 Third-Party Beneficiaries.**

Nothing in this Agreement is intended to confer upon any person or entity other than the Parties any rights, remedies, obligations, or liabilities. *The Mother's Helper*™ and Helpers are not third-party beneficiaries of this Agreement except as expressly provided in Articles 7.7 and 8.

**13.8 Notices.**

Notices to the Company shall be sent to the Company's email designated on the first page. Notices to Client shall be sent to the email address associated with Client's Platform account. Email notices are deemed received on the date of transmission if sent during business hours, or the next Business Day if sent after business hours.

**13.9 Headings.**

Section headings are for convenience only and do not affect interpretation.

**13.10 Counterparts and Electronic Signatures.**

This Agreement may be executed in counterparts, each of which shall be deemed an original. The Parties consent to the execution and delivery of this Agreement by electronic signature in accordance with the U.S. E-SIGN Act and the California Uniform Electronic Transactions Act (UETA). Electronic signatures shall be deemed original signatures for all purposes.

**ACKNOWLEDGMENT AND EXECUTION**

By signing and/or acknowledging their consent to this Agreement, whether through the Platform or a separate application, Client acknowledges that Client has read this Agreement in its entirety, has had the opportunity to consult with legal counsel, understands all terms and conditions, and voluntarily agrees to be bound by this Agreement.

**COMPANY:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_