

AGREEMENT ON THE PROVISION OF CARE FOR A PRESCHOOL CHILD IN A PRIVATE INSTITUTION

concluded according to Section 51 of Act No. 40/1964 Coll. the Civil Code as amended
(hereinafter referred to as the "**Agreement**")

between

Operator:

Company name: **littleBIG, s.r.o.**
Registered office: Ľumbierska 11884/3G, 831 01 Bratislava
Company reg. no: 51 025 515
Tax ID no. 2120602924
VAT ID no.: SK2120602924
represented by: PhDr. Ivana Kaliská Klapková - Director
recorded in: Companies Register of the District Court
Bratislava I, Section: Sro, file no.: 121872/B
Banking details: **Tatra banka, a.s.**
IBAN: **SK49 1100 0000 0029 4604 4919**
(hereinafter also referred to as the "**Operator**")

and

Applicant:

Name and surname:
Domicile:
Banking details:
IBAN:
(hereinafter also referred to as the "**Applicant**")

as an Applicant for the placement of his/her child:

Name and surname:
Date of birth:
(hereinafter also referred to as the "**Child**")

Date of enrolment of the child into private kindergarten:

(the Operator and the Applicant jointly hereinafter also referred to as the "**Parties**"), or separately as
a "**Party**")

1

Initial Provisions and the Subject of the Agreement

1. The Operator of the private kindergarten, Ľumbierska 3G, 831 01 Bratislava, is fully qualified and authorised to operate a facility providing care services for preschool children. The Operator holds all the authorizations necessary to operate an educational facility for preschool children

with enhanced teaching of foreign languages. The Operator was included in the network of schools and school facilities by the decision of the Ministry of Education, Science, Research and Sports of the Slovak Republic (hereinafter referred to as "**Ministry of Education**") no. 2021/13247:7-A2130, dated 18 May 2021, with the date of starting its activity as of 1 September 2021, which came into force and effect on 9 June 2021. The place of performance of this activity is understood as the pre-school educational facility located at the address Ďumbierska 3G, 831 01 Bratislava (hereinafter also referred to as "**private kindergarten**"). Under the conditions agreed in this Agreement, the Operator undertakes to provide child care services for the Applicant, which also include pre-school and language education of the child and provision of meals for the child.

2. The Applicant hereby declares that his/her child is medically fit to be placed in a private kindergarten and that he/she is not aware of any obstacles that would make it impossible to place the child in a private kindergarten at the time of the conclusion of this Agreement, as well as that the data provided in the application for child's enrolment in the private kindergarten are true and complete.
3. The Applicant party hereby declares that, before signing this Agreement, he/she has acquainted himself/herself with the private kindergarten and its school rules, the person of the Operator of the private kindergarten, as well as the method of education and provision of meals in the private kindergarten, not only by inspecting the location itself, but also through documents published on the website of the private kindergarten, and on the basis of that, the Parties agreed to conclude this Agreement, the subject of which is the regulation of the rights and obligations of the Operator, the Applicant and his/her child in the provision of childcare services, which are further regulated in the School Rules of the private kindergarten published on the website at www.littlebig.sk along with other documents of the private kindergarten.
4. The subject of this Agreement is, based on the agreement of the Parties, the Operator's obligation to provide the Applicant with the following services:
 - a) childcare services in the scope of:
 - all-day care - at the time from 7:00 to 18:00, or
 - half-day care - at the time from 7:00 to 12:00/13:00,
 - b) providing food and drinks for the childand the obligation of the Applicant to pay the Operator the agreed remuneration for the provided care and meals (monthly allowance and food allowance as further specified in this Agreement). The subject of the care services is the child listed in the header of this Agreement.
5. The provision of care services according to this Agreement will be carried out within the premises of the private kindergarten specified in item 1 of this Agreement, during working days in the school year (i.e. on working days from 1 September to 31 August of the relevant school year, with the exception of the Christmas holidays, i.e. from 24 December to 6 January); during the months of July and August the Operator will suspend the provision of child care services for a period of three weeks (due to thorough cleaning of the premises, disinfection of the environment, toys and staff training). The exact dates of the interruption of childcare services during the summer vacation and holidays will be announced by the Operator through the principal of the private kindergarten to Applicant at a sufficient time in advance. The Applicant also acknowledges that the Operator is entitled to interrupt the provision of childcare services even in the event of serious reasons, such as endangering the health of children, the operator's staff and/or serious damage to the Operator's property.

The Operator's Rights and Obligations

- 1 On the basis of this Agreement, the Operator is obliged to provide the Applicant's child with pre-school and language education and care focused on education, training and rest as well as to provide babysitting for the child.
- 2 The Operator is obliged to ensure the safety and health protection of children in the process of education as well as the protection of personal data of the Applicant and his/her child in accordance with applicable legislation.
- 3 The Operator is obliged to provide professional staff for teaching and babysitting for the Applicant's child in the private kindergarten at a designated time. The persons providing education and babysitting must be sufficiently qualified and fully authorized to perform such activities properly.
- 4 The Operator undertakes to ensure continuous operation of the private kindergarten even in the event of illness of one or more teachers. The Applicant hereby acknowledges that for a transitional period - due to a health incapability of the teacher/s in question - the Operator may also provide teaching through external staff. In such a case the Operator is obliged to ensure that the requirements for the performance of the teacher's activity set out in point 3 of this article are met by these persons as well. In an emergency situation, the operation of the private kindergarten shall be governed by the school rules (Article 4 of the school rules).
- 5 When operating a Slovak private kindergarten with expanded teaching of foreign languages, the Operator commits in particular:
 - to provide the Applicant with child care services within the premises of the private kindergarten on working days to the extent agreed in this Agreement;
 - to ensure professional and qualified personnel fully capable of properly providing services according to this Agreement;
 - to place children of preschool age in a private kindergarten, in general starting from the age of 2.5 years;
 - to provide the Applicant's child with food and drinks;
 - to provide the child with soap, paper towels, a pillow, blanket and bedding;
 - to provide the child with the material and technical conditions for education;
 - to provide the teaching of foreign languages through everyday communication;
 - to provide, following an agreement with Applicants, above-standard activities for children, which will be paid for by the Applicants in addition to regular monthly allowance (e.g. swimming, climbing, skating or other activities approved by the Applicants and provided by external or internal staff);
 - to ensure proper preparation for elementary school education to the extent specified by the relevant legal regulations.

- 6 The Operator is entitled to hand over the Applicant's child and also to allow any contact with the Applicant's child only to the Applicant and the following persons that have authorised for it:

Name and surname:
Date of birth:
Address of permanent residence:
Relation to the Applicant:

Name and surname:
Date of birth:
Address of permanent residence:
Relation to the Applicant:

Name and surname:
Date of birth:
Address of permanent residence:
Relation to the Applicant:

- 7 The Operator and its staff are permitted to provide any information about the child only to the Applicant and persons specified by the Applicant in writing in item 6 of this article of the Agreement.

- 8 The Operator shall not be liable for valuables, money, mobile phones, toys, etc., which are brought by the Applicant's child to the private kindergarten over the scope according to the provision of Section 433(2) of Act No. 40/1964 Coll. the Civil Code as amended.

- 9 The Operator is authorized to modify in the School Rules of the private kindergarten (hereinafter also referred to as "**school rule**") the rights and obligations of the Applicant's child, of the Applicant in the private kindergarten, or other persons, as well as details of the operation and the internal regime of the private kindergarten, details about conditions related to the safety and health protection of the Applicant's child in the private kindergarten. The Applicant hereby acknowledges that the Operator is entitled to unilaterally change the school rules, especially in the interest of improving the conditions related to education, training and care for children in a private kindergarten.

- 10 The Applicant hereby also acknowledges that the Operator is entitled to (i) determine the amount of the monthly allowance per child for the provision of childcare services and food allowance according to this Agreement, as well as (ii) unilaterally change the amount of the monthly allowance and food allowance, especially with regards to adjustment of energy costs, rent, rate of inflation, food prices and other related factors and (iii) is entitled to demand from the Applicant a proportional part of the monthly allowance, namely 50% of the monthly allowance in the event of a forced interruption of operations by the relevant authorities, e.g. on the basis of the decision of the crisis committee of the Ministry of Education, Science, Research and Sports of the Slovak Republic and/or the public health office, etc.

Applicant's Rights and Obligations

- 1 The Applicant (or another person designated by him/her in this Agreement) shall bring the child to the private kindergarten no later **than 8:30**, when the common program organized by the Operator begins. Children who are covered by half-day care need to be picked up by the Applicant (or another person designated by him/her in this Agreement) no later **than by 13:00**.
- 2 The Applicant undertakes to notify the Operator of all known facts regarding the child's health and other facts (delayed development, speech therapy care, gifted child, etc.) that could affect the health of the child, or other children attending the private kindergarten and the care services provided, as well as other facts affecting the child's attendance in the private kindergarten or other activities organized by the private kindergarten which the child attends.
- 3 The Operator reserves the right to refuse to admit a child into care if:
 - a) the Applicant does not provide the Operator with a medical certificate about the child's state of health before the child's enrolment in the private kindergarten;
 - b) the child has obvious symptoms of an acute illness (such as, in particular, but not exclusively - an infectious cold, cough, temperature, vomiting, abdominal pain, diarrhea, COVID-19) or symptoms of an infectious disease (such as, in particular, but not exclusively, chicken pox, measles, whooping cough, rubella, etc.);
 - c) the Applicant has not paid the monthly allowance and/or food allowance to the operator by the end of the relevant calendar month at the latest.
- 4 The Applicant acknowledges that on each day of the provision of childcare services by the private kindergarten it is necessary on the part of the Applicant to equip the child with waterproof clothing and shoes, spare clothing, in particular sweatpants, T-shirt, underwear, socks, slippers, in winter additionally with gloves, scarf, cap, winter overalls, tights and a long-sleeved T-shirt.
- 5 The Applicant undertakes that the child will attend the private kindergarten healthy, without obvious symptoms of illness. The Applicant is obliged to immediately inform the principal of the private kindergarten (riaditel@littlebig.sk , +421 911 119 887) or teaching staff of any possible initial symptoms of illness, allergy or other indispositions of the child. In the event that the child shows obvious signs of illness only during the day, after it has been taken into care by the Operator from the Applicant, the Applicant will be contacted by the Operator with a request to pick up the child from the private kindergarten, which the Applicant is obliged to comply with immediately.
- 6 The Applicant undertakes to comply with the school rules (published at: www.littlebig.sk), with which he/she has familiarized, among other things upon acceptance of the child to the private kindergarten and the update of which shall always be published on the aforementioned website of the Operator.
- 7 The Applicant shall submit a duly completed Application for the Admission of the Child, which is published on the website of the private kindergarten, and the Child's Registration Certificate (certificate about the child's health status) confirmed by a paediatrician

no later than on the first day of the child's enrolment in the kindergarten.

- 8 The Applicant shall pay the Operator a regular and timely monthly allowance and food allowance in accordance with Art. 4 of this Agreement for each month of the provision of the childcare services during the entire school year in which his/her child is enrolled in the private kindergarten, regardless of holidays, vacations, illnesses or other reasons for which the Applicant's child did not attend the kindergarten.
- 9 The Applicant undertakes:
 - to notify the director of the private kindergarten at least 14 days in advance of any known absence of the child from the private kindergarten (e.g. due to a planned vacation);
 - in the case of a child's sudden illness (or other reason for the child's absence), sign the child out of attendance no later than by 7:30 of the given day using the TWIGSEE application.
- 10 The Applicant has the right to be informed by the Operator of the private kindergarten about the educational program of the private kindergarten and about the educational results of his/her child (see school rules).
- 11 In terms of provision of the childcare services pursuant to this Agreement, the Applicant's child shall be entitled to an individual approach respecting his/her abilities and possibilities, talents and health condition, and to the organization of the educational process appropriately to his/her age and abilities in a safe and harmonious environment.

4

Remuneration for the Provision of Childcare Services and Payment Terms

1. The Parties have agreed that for the provision of child care services the Applicant shall pay the Operator of the private kindergarten
 - a) **a flat monthly allowance in the amount of:**
 - € 620 (in words: six hundred and twenty Euros)/month for all-day care, or
 - € 570 (in words: five hundred and seventy Euros)/month for half-day care (hereinafter also as "**monthly allowance**" or in the school rules as "**tuition**").

The Parties have agreed that the amount of the monthly allowance is fixed and therefore its amount is not affected by the child's absence from the private kindergarten for any reason; the title of the Operator according to point 10 of Article 2 of this Agreement shall not be affected by this; and
 - b) and for the child's meals, the Applicant shall be obliged to pay the Operator of the private kindergarten **a meal allowance, the amount of which is based on the following price per meal unit:**
 - € 5.90 /day for a Classic meal;
 - € 6.40 /day for a No Milk meal or No Gluten;
 - € 6.50 /day for a No Milk and No Gluten meal (No No);
 - € 6.70 /day for a No No No meal;

and is calculated as the product of the price of the meal unit specified by the Applicant and the corresponding number of working days of the following calendar month (hereinafter also referred to as "**meal allowance**").

The Parties have agreed that the Operator of the private kindergarten will settle the meal allowance every three months by deducting from the Applicant an amount corresponding to the product of the price of the meal unit specified by the Applicant and the number of days during which the child was not provided with meals in the private kindergarten based on a proper notification of the child's absence (see item 10 of Article 3 of the Agreement) from the next invoice;

c) in case the Applicant requests a cake to celebrate the child's birthday in the private kindergarten, the price for the birthday cake is:

- € 40 - € 60 small - big / 1 pc/Classic birthday cake;

2. The Applicant undertakes to pay the relevant **monthly allowance and food allowance no later than by the 25th day** of the calendar month preceding the calendar month for which the monthly allowance is paid. The monthly allowance is paid non-cash by wire transfer on the basis of a tax document - an invoice with the relevant variable symbol to the Operator's account:
 - financial institution: **Tatra banka, a.s.**
 - IBAN: **SK49 1100 0000 0029 4604 4919**
 - the note for the recipient shall include the name of the Applicant's child to which the payment is related.
3. The Operator shall publish the amount of the monthly allowance and meal allowance for the following school year no later than by May 31st of the relevant calendar year in which the new school year is to begin and in the event of a unilateral increase in the monthly allowance and/or food allowance by the Operator during the school year (e.g. due to an increase in energy prices, rent, inflation, food prices, etc.), without unreasonable delay, namely on the Operator's website as well as within the premises of the private kindergarten, in a place designated for the Operator's announcements addressed to Applicants.
4. In the event that the Applicant does not pay the monthly allowance and/or food allowance properly and on time, the Operator shall be entitled to demand payment of a contractual penalty in the amount of 0.05% of the amount due for each day of the delay.

5

Duration and Termination of the Agreement

1. This Agreement comes into effect on the date of its signature by both Parties.
2. This Agreement is concluded for a fixed period of time, namely for one school year, i.e. for the period from 1 September of the respective calendar year until 31 August of the following calendar year.
3. This Agreement can only be terminated in writing, namely in the following manner:
 - a) through an agreement of the Parties as at an agreed date;
 - b) by termination by any of the Parties without giving a reason with a one-month notice period that begins on the first day of the calendar month

- following the calendar month in which the notice is delivered to the other Party;
- c) withdrawal from the Agreement by the Operator in case of repeated (2x or more) violations of the Agreement and/or school rules by the Applicant, of which the applicant was notified in writing (including by e-mail) by the Operator, with immediate effect on the day of delivery of the notice of withdrawal from the Agreement to the Applicant;
 - d) withdrawal from the Agreement by either Party, provided that there is a material breach of this Agreement and the Party that has breached the Agreement does not rectify it within 14 days from the date on which the other party notified of this fact in writing, namely with immediate effect on the day of delivery of the notice of withdrawal from the Agreement to the Party that breached the Agreement.
4. The Applicant acknowledges that in case of termination of the Agreement by a notice of withdrawal, he/she shall be obliged to pay the Operator a monthly allowance and food allowance also for the time during which the notice period is running, regardless of whether the child attends the private kindergarten during the notice period or not.
5. For the avoidance of doubt, the Parties state that a breach of this Agreement by the Applicant shall be considered in particular the fact
- a) the child's application or a medical certificate do not contain information necessary for the provision of proper care for the child and which together or individually can bring harm or danger to the child's health or the health of other children in the private kindergarten and/or
 - b) the failure to pay the Applicant's financial obligations under this Agreement (especially the monthly allowance and meal allowance) for two consecutive months.

6

Final Provisions

1. Changes and amendments to this Agreement must be negotiated in writing following a previous approval by both Parties.
2. The Applicant acknowledges that in the processing of personal data the Operator is primarily governed by the Regulation of the European Parliament and the Council (EU) 2016/679 of 26 April 2016 on the protection of natural persons in the processing of personal data and on the free movement of such data, which repeals Directive 95/46/EC (General Regulation on the Protection of Personal Data) (hereinafter also referred to as the "**Regulation**"), and the provisions of Act No. 18/2018 Coll. on the protection of personal data and on amending and supplementing certain acts (hereinafter referred to as the "**Act**") that apply to the Operator (in particular section 78 of the Act), as well as other legal regulations. The provision of personal data by the Applicant and their processing by the Operator is in accordance with the Regulation and the Act on the legal basis of the performance of the Agreement to which the affected person is a party pursuant to Art. 6(1)(b) of the Regulation, possibly also the compliance with a legal obligation under Art. 6(1)(c) of the Regulation. Information on the protection of personal data of natural persons can be found on the website of the private kindergarten.
3. The Parties undertake to deliver documents relating to the obligations of the Parties under this Agreement and/or the law via registered mail to the addresses specified in the header of this Agreement. The Parties

have expressly agreed that a document will be deemed to have been delivered to the recipient even if it is returned by post as a document not received by the recipient during the deposit period, a document which the recipient refuses to receive or if the recipient at the address is unknown. The Parties have agreed that the day of delivery of a document in such a case is considered to be the 10th day from the day on which the document was deposited at the post office or the day when the recipient refused to receive the consignment. This provision shall apply even if the recipient does not become aware of it.

4. The Agreement is drawn up in two copies, of which one copy is given to the Operator and one copy is given to the Applicant.
5. Should any of the provisions of this Agreement be invalid or become such later on, this shall not affect the validity of the other provisions. In such a case, the Parties shall agree on an alternative provision which most closely corresponds to the objective pursued by the invalid provision.
6. Legal relations established by this Agreement, unless expressly regulated by the Agreement, are governed by the relevant provisions of the Civil Code and other applicable legal regulations.
7. The Parties declare that they have read the Agreement, they have become duly and thoroughly acquainted with its contents, all provisions of the Agreement are comprehensible to them and express in a sufficiently definite manner the free and serious will of the Parties, which was not expressed in distress or under noticeably unfavourable conditions, and that their competence is not limited by anything, as a witness of which the Parties attach their signatures hereunder.

In Bratislava on.....

In Bratislava on.....

Operator

Applicant