

CHILDCARE FACILITY AGREEMENT

Thank you for registering to be a provider temporary employment at your childcare facility (“**Childcare Facility**”) on the lastminutedaycarestaffing.com website (“**Website**”) that is owned and operated by Last Minute Daycare Staffing LLC (the “**Company**”). To use the Website, Childcare Facility agrees to the terms and conditions of this Childcare Facility Agreement (the “**Agreement**”) when utilizing the Website including when submitting any information to the Website or otherwise accessing the Website and, also, by posting or offering staffing engagements to the Website’s available childcare professional workers (“**Childcare Professionals**”).

WHEREAS, the Company is engaged in the business of providing Childcare Professionals to perform services for Childcare Facilities on a temporary basis; and

WHEREAS, Childcare Facility desires to engage Company to provide such services.

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Digital Signature. The Website uses a scroll-wrap execution feature whereby you scroll to the bottom of this Agreement and agree to execute this Agreement. You acknowledge and agree that you have been provided the opportunity to review and agree the terms and conditions of this Agreement and the rules of the Website hereby provide your informed consent in executing this Agreement. By clicking to accept this Agreement after scrolling, Childcare Facility is deemed to have executed this Agreement electronically, effective on the date Childcare Facility clicks to accept pursuant to the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Sec. 7001, et seq., as may be amended from time to time (the “**E-Sign Act**”). Doing so constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement.

2. Order Process.

2.1 Upon execution of the Agreement, Childcare Facility shall be authorized to select available Childcare Professionals from the Website to fill available temporary employment needs (the “**Job**”) and shall provide the Childcare Professional with a description of the work to be performed, the dates and times (6-hour minimum), the person to whom the Childcare Professional shall report, and other information needed for the Job (“**Job Description**”).

2.2 It is Childcare Facility’s sole responsibility to select the specific Childcare Professional of Childcare Facility’s choice.

2.3 Once chosen by Childcare Facility, the Childcare Professional shall be notified by the Website of the Job and shall confirm the Childcare Professional’s acceptance of the Job. Company shall then process the order in accordance with Childcare Facility’s payment method with Company’s third-party payment processor (i.e. credit or debit cards through payment service providers like Stripe, and/or others) and an authorization hold shall be placed on the Childcare Facility’s credit or debit card pending the completion of the Job, at which time the payment shall be finalized.

2.4 The completion of a Job shall occur the earlier of Childcare Facility manually closing out the Job on the Website or automatically five (5) minutes from the scheduled expiration set forth in the Job. Upon completion of the Job, a final fee will be calculated based on the actual

amount of hours worked by the Childcare professional, and the Childcare Facility will be charged the lesser of the actual hours worked and 6 hours, provided that any pre-authorized amount of time in excess of 6 hours that was not completed shall be credited against the final fee. Please note that closing out a Job prior to the expiration time for any reason does not and will not reduce the 6 hour minimum commitment or modify any other terms of the Job

2.5 Childcare Facility acknowledges and agrees that all Jobs are subject to additional charges above the pay rates in the Job, which shall be set forth on the Job by Company and may include, but not be limited to, Website administration fees and merchant processing fees.

3. Company Duties and Responsibilities. Company shall:

3.1 recruit, screen and interview the Childcare Professionals available through the Website;

3.2 pay the Childcare Professionals their wages after collecting the fees paid by the Childcare Facility; and

3.3 ensure Childcare Professionals are legally authorized to work in the United States.

4. Childcare Facility Duties and Responsibilities.

4.1 Childcare Facility shall:

(a) inform Childcare Professionals of the Childcare Facility's work to be performed, and Childcare Facility shall be responsible for its business operations, products, services, and intellectual property;

(b) properly safeguard and control its premises, processes, or systems, and shall not permit Childcare Professionals to operate Childcare Facility's vehicles or mobile equipment, or entrust them with unattended premises, property, or other valuables; and

(c) provide Childcare Professionals with a safe worksite and provide appropriate information, training, and safety equipment.

4.2 Childcare Facility shall not change Childcare Professional Job duties without Company's express prior written approval.

5. Childcare Facility Insurance. Childcare Facility warrants, represents and covenants that Childcare Facility carries and will maintain for the duration of this Agreement, insurance coverage to protect the Childcare Professionals. Without limiting the generality of the foregoing, Childcare Facility acknowledges and agrees that: (a) Childcare Facility will properly classify the Childcare Professionals (and will provide Company evidence that such classification is proper upon Company's request) and that in no event will any Childcare Professionals be deemed employees of Childcare Facility; (b) you will cover or maintain insurance for all of Childcare Professionals in accordance with applicable laws, including workers' compensation; and (c) if Company is required by any applicable law to pay any workers' compensation premiums with respect to Childcare Professionals or Childcare Facility, Childcare Facility will reimburse Company, as applicable, for such payment.

6. Overtime. Childcare Facility acknowledges and agrees that in the event a Childcare Professional works more than eight (8) hours in a day for Childcare Facility, that Childcare Professional is entitled to premium payment for overtime compensation as required under applicable federal, state, or local law. Company acknowledges and agrees that it is solely responsible for ensuring all hours worked by Childcare Professionals are paid at the legally required rate. Childcare Facility agrees to pay for any overtime hours worked at the rate required under applicable federal, state, or local law.

7. Security Background Checks and Required Information from Childcare Professionals. In compliance with local, state and federal law, Last-Minute Daycare Staffing requires all prospective Childcare Professionals to undergo and provide proof of a Level 2 security background check which at all times must be updated and current ("Background Check"), prior to being accepted and listed under the Program. In addition to the Background Check, to be enrolled as a Childcare Professional, all Childcare Professionals must furnish the Company with a recent photo of themselves for identification, a list of their relevant credentials, a valid CPR certificate and their transcript.

8. Refund Policy. Payment for all Jobs is finalized upon the completion of the Job as provided in Section 2 above. The payments made for all completed Jobs are final and non-refundable, unless agreed to otherwise by the Company, in its sole discretion. Notwithstanding the foregoing, Childcare Facility agrees that it is the Childcare Facility's responsibility to notify the Company and Childcare Professional at least 24 hours in advance of the start time of any scheduled Job if Childcare Facility seeks to cancel the engagement. For any cancellations within the 24 hours prior to start time of any scheduled Job, the Company reserves the right to bill Childcare Facility 50% of the Job Fee for the cancelled Job.

9. Monthly Subscription Fee. In addition to the Fees paid to Childcare Professionals providing services for a Job, Company may charge a monthly subscription fee commencing with the execution of this Agreement ("Monthly Subscription Fee") via Childcare Facility's payment method with Company's third-party payment processor and, if applicable, will charge Childcare Facility's credit card or via Electronic Funds Transfer on the first business day of each calendar month in the amount of the then-current Monthly Subscription Fee, as specified on the Website and subject to change. Any revised Monthly Subscription Fee will be effective as of the date posted. Childcare Facility agrees that failure to pay its Monthly Subscription Fee may result in a breach of this Agreement and the suspension of access to the Website.

10. Conversion Fees.

10.1 Company shall waive its right or claim to any placement fee, conversion fee, or liquidated damages in the event Childcare Facility hires directly onto its own payroll or engages as an independent contractor any Childcare Professional less than ninety (90) days after the completion of Childcare Professional's most recently completed Job with Childcare Facility.

10.2 In the event that Childcare Facility wishes to hire a Childcare Professional directly onto its own payroll or engage the Childcare Professional directly as an independent contractor of Childcare Facility within ninety (90) days from the completion of Childcare Professional's most recently completed Job with Childcare Facility, Childcare Facility shall notify Company and Company shall designate its employment agency affiliate ("Agency Affiliate") to fill the new engagement under terms to be agreed upon between Childcare Facility and Company's Agency Affiliate.

11. Relationship of the Parties. The services that Company and Childcare Professional renders to Childcare Facility under this Agreement will be as an independent contractor with respect to Childcare Facility. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and worker, between Company and either (i) the Childcare Facility or (ii) the Childcare Professional.

12. Limitation Of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO YOU FOR INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS (DIRECT OR INDIRECT), LOST REVENUES (DIRECT OR INDIRECT), LOSS OF DATA, LOSS OF GOODWILL, OR PUNITIVE DAMAGES, EVEN IF MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY'S AGGREGATE AND CUMULATIVE LIABILITY IN CONNECTION BY REASON OF WORKER'S WORK, THE AGREEMENT, YOUR USE OF THE WEBSITE, WHETHER IN CONTRACT, TORT, STATUTE, COMMON LAW OR OTHERWISE, WILL NOT EXCEED THE AGGREGATE AMOUNT OF ACTUAL PAYMENTS EARNED BY THE COMPANY DURING THE SIX-MONTH PERIOD PRIOR TO THE OCCURRENCE (NOT THE DISCOVERY) OF THE FIRST CLAIM GIVING RISE TO LIABILITY.

13. Confidential Information. Both parties may be given access to or acquire information which is proprietary or confidential to the other party and its affiliated companies, clients, and customers. Any and all such information obtained by either party shall be deemed to be confidential and proprietary information. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services under this Agreement.

14. Compliance with Law.

14.1 Both parties represent and warrant to each other that they are in compliance with all applicable laws.

14.2 Childcare Facility and Company affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. Childcare Facility and Company agree not to harass, discriminate against, or retaliate against any worker of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Childcare Professional, Childcare Facility and Company agree to cooperate in the prompt investigation and resolution of such complaint.

14.3 As Childcare Facility controls the facilities in which Childcare Professional's work, Childcare Facility agrees that it is primarily responsible for maintaining a safe worksite in compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Childcare Professionals assigned to Childcare Facility's worksite, except as may be otherwise agreed in writing signed by the parties hereto. Any such agreement shall be included as an addendum to this Agreement.

15. Cooperation. Childcare Facility and Company agree to cooperate fully and to provide assistance to one another in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or involve any of the Childcare Professionals.

16. Term and Termination.

16.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the services specified in the Job, unless sooner terminated.

16.2 This Agreement may be terminated by either party upon written notice to the other Party provided that if such written notice is given before a then-current Job has been completed, then the termination shall not become effective until seven (7) days after the termination of said then-current Job.

17. Governing law, jurisdiction, and venue. This Agreement and all related documents and all matters arising out of or relating to this Agreement and the services provided hereunder, whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the State of Florida, County of Suffolk. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

18. Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement or any breach or termination of this Agreement, including but not limited to services provided under this Agreement, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, shall be submitted to and decided by binding arbitration. Arbitration shall be administered by the American Arbitration Association (“AAA”) and held in Florida before a single arbitrator, in accordance with the AAA's rules, regulations, and requirements. Any arbitral award determination shall be final and binding upon the parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

19. Non-Solicitation. Childcare Facility and Company agree not to directly or indirectly solicit or induce for employment, or employ or engage as an independent contractor, any personnel of the other party during the term of this Agreement and for a period of six (6) months thereafter without the prior written consent of the other party.

20. Force Majeure.

20.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire, earthquake, or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or act, riot, or other civil unrest; actions, embargoes, or blockades in effect on or after the date of this Agreement; national or regional emergency; compliance with any law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota, or other

restriction or prohibition, or failing to grant a necessary license or consent; strikes, labor stoppages or slowdowns, or other industrial disturbances; shortage of adequate power or telecommunications or transportation facilities; or any other event which is beyond the reasonable control of such party (each of the foregoing, a "**Force Majeure Event**"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party within three (3) days of the Force Majeure Event, stating the period of time the occurrence is expected to continue.

20.2 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

20.3 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

21. Miscellaneous.

21.1 Each party shall, upon the request of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

21.2 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

21.3 Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

21.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

21.5 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21.6 This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

21.7 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email, facsimile or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date Childcare Facility executed its digital signature.

Last Minute Daycare Staffing LLC

By_____

Name: Cheryl Brown

Title: President

_____ Childcare Facility

By_____

Name:

Title: