



General Terms and Conditions for Consulting Services by Mommy's Concierge, LLC

1 General Provision, Scope of Application

- (1) The respective measures and cost estimates agreed upon between Mommy's Concierge, LLC (MCLLC) and the Client constitute the basis of the agreement.
- (2) These general terms and conditions (GTC) apply for all agreements existing between MCLLC and the Client. Adverse regulations or deviating provisions only apply if they have been expressly approved or a differing agreement has been stipulated.
- (3) Amendments to the GTC become part of the agreement during the ongoing contractual relationship as soon as MCLLC has pointed out the amendments and they are not expressly objected to by the Client.

2 Services/Obligations of MCLLC

- (1) MCLLC renders consultancy services. Due to the nature of these services, MCLLC is responsible for their provision, not, however, for a certain outcome of the agreed upon measures.
- (2) In the event of force majeure which impedes or makes the provision of MCLLC's services impossible, MCLLC is entitled to postpone the performance of its duties for the duration of the impediment. Force majeure refers to incidents which cannot be foreseen and for which MCLLC is not responsible, such as bad weather conditions, public strike and the like. MCLLC shall immediately inform the Client if such circumstances occur.
- (3) MCLLC will maintain the highest possible level of discretion regarding project-related or business-related information provided by the Client, including the period in time after termination of the contractual relationship.

3 External Services

Under the terms of this agreement MCLLC may call in third parties, in particular to commission them with the performance of external services. Regarding this, an agreement shall be reached at the beginning of the consulting services. Upon demand the Client is obliged to exempt MCLLC from all third party claims in terms of external obligations.

4 Duties and Responsibilities of the Client

- (1) The Client is to perform all acts of cooperation necessary for the implementation of the agreement and to assist MCLLC within the scope of the consulting services, in particular to provide payment in a timely matter as per clause 6 and 8 of this GTC
- (2) In the event that and insofar as the Client does not perform its acts of cooperation, MCLLC is not obliged to carry out its services.

5 Remuneration and Reimbursement of Expenses

- (1) The remuneration is specified in the agreement. The sums referred to are generally figures based on experience and standard values. The service is invoiced specifying the amount of time spent based on the current hourly – daily or package rates, unless a lump sum has been agreed upon.
- (2) In the event that the actual expenditure deviates from the calculation in the agreement, MCLLC will provide the Client with a post calculation for its approval.

6 Changes in Scope of Services

- (1) A new agreement shall be reached in the event of changes in the scope of services.
- (2) The Client may unilaterally refuse the implementation of measures which already have been agreed. In such case MCLLC shall be notified by way of written declaration. However, the Client is then obliged to compensate MCLLC for losses incurred where applicable.

7 Terms of Payment

- (1) Invoices submitted by MCLLC are to be paid immediately by the client.

8 Liability

- (1) MCLLC does not provide liability insurance for the protection of individuals, groups, organizations, businesses, spectators, or others who may participate in the days of consulting services with personal shopper. Please, refer to our Liability Disclaimer for services provided by MCLLC.
- (2) The proposals, recommendations and statements presented by MCLLC do not substitute the Client's personal decision which lies solely in the Client's sphere of responsibility.

9 Miscellaneous

- (1) Changes, amendments or other supplementary agreements are to be made in writing.
- (2) Exclusive place of venue for all claims arising from an in connection with this agreement is Boca Raton, FL -US.
- (3) MCLLC is not responsible for the guarantee of products purchased during the consultancy and neither with the return of the item to the manufacturer for any replacement or refund of the amount paid.

10 Severability Clause

In the event that any of the aforementioned provisions – irrespective of the legal grounds – are or become invalid, such invalidity shall not affect the validity of the remaining provisions. The Client is obliged to assent to the replacement of the possibly invalid provision by a provision which comes close to the intended provision as regards content.