



**OUR GOOD NANNY1, LLC
INDEPENDENT CONTRACTOR AGREEMENT (CHILDCARE PROVIDER)**

This Independent Contractor Agreement (this “Agreement”) is entered into as of [EFFECTIVE DATE] (the “Effective Date”) by and between Our Good Nanny1, LLC, a Florida limited liability company (“OGN1” or “Agency”), with its principal office in St. Petersburg, Florida, and _____ (“Contractor”), located at _____ [CONTRACTOR ADDRESS]. OGN1 and Contractor may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. OGN1 operates a referral and booking coordination service that connects families seeking childcare (“Clients”) with independent childcare providers.
 - B. Contractor is independently engaged in the business of providing childcare services and desires to receive access to potential childcare engagements by using OGN1’s platform and referral services.
 - C. The Parties intend that Contractor is, and shall remain, an independent contractor and that no employment relationship is created by this Agreement.
- In consideration of the mutual promises herein, the Parties agree as follows:

1. Definitions

1.1 “Client” means a family/household that (a) uses OGN1 to locate, schedule, or engage childcare and (b) is introduced to Contractor through OGN1.

1.2 “Assignment” means a childcare engagement opportunity posted or communicated through the Platform, including the location, date/time window, child count, and the applicable compensation terms.

1.3 “Platform” means OGN1’s online portal/application used to list Assignments and allow Contractor to accept or decline them: [PORTAL/APP NAME] _____.

1.4 “Care Requirements” means the Client’s written or communicated childcare instructions, house rules, routines, permissions, restrictions, and safety expectations applicable to an Assignment.

1.5 “Weekend” means Saturday and Sunday.

1.6 “Holiday” or “Holidays” means national holidays in the United States where it is generally accepted that businesses and schools are closed or operating on reduced schedules and the day is commonly treated as a non-working day.

1.7 “Claimed Damages” means the total compensatory monetary amount demanded by a Party in a dispute, exclusive of attorneys’ fees, costs, interest, and any request for punitive, exemplary, statutory multiple damages, or other non-compensatory relief.

1.8 “OGN1 Service Fee” means \$3.00 per hour actually worked by Contractor for a Client introduced through OGN1, embedded within the single blended hourly rate paid by the Client to OGN1.

2. Independent Contractor Status; No Employment; Non-Exclusivity; Taxes

2.1 Independent Contractor; No Employment Relationship. Contractor is an independent contractor and not an employee of OGN1. Nothing in this Agreement, the Parties' communications, or the Parties' performance creates or shall be construed to create an employer/employee relationship, partnership, joint venture, franchise, or agency relationship between OGN1 and Contractor.

2.2 No Authority to Bind. Contractor has no authority to bind OGN1, to represent that Contractor is an employee or agent of OGN1, or to make representations on OGN1's behalf.

2.3 Contractor Control of Work. Contractor retains sole discretion and control over whether to accept any Assignment, when to work (by choosing which Assignments to accept), and the manner and means by which Contractor performs childcare services during an Assignment, subject to Care Requirements, applicable law, and reasonable safety practices.

2.4 No Training or Supervision by OGN1. Contractor acknowledges OGN1 does not provide childcare training, does not supervise Contractor's day-to-day performance in a Client home, and does not evaluate Contractor as an employer would. Any quality or safety standards described in this Agreement are minimum eligibility conditions to be listed on the Platform and do not create a right of OGN1 to control the manner or means of Contractor's work.

2.5 No Uniforms; No Branding Requirement. Contractor is not required to wear uniforms or branded apparel and is not required to hold Contractor out as an OGN1 employee or agent.

2.6 Non-Exclusivity. Contractor may provide childcare services for any other person or entity (including competing agencies or platforms) and may market Contractor's services independently, subject to Contractor's confidentiality and non-circumvention obligations under this Agreement.

2.7 No Benefits. Contractor is not eligible for benefits offered by OGN1 to employees, including paid time off, sick leave, retirement benefits, unemployment benefits, or workers' compensation coverage through OGN1, unless required by law.

2.8 Taxes and Reporting. Contractor is solely responsible for all taxes and reporting obligations arising from payments received, including self-employment taxes. OGN1 will not withhold taxes.

2.9 Business Expenses; Tools. Contractor is responsible for Contractor's own tools, supplies, phone, internet access, and other business expenses, except for pass-through reimbursements expressly authorized for an Assignment (such as mileage).

3. Assignment Selection; No Minimum Commitment; Platform Access

3.1 Assignments Posted; Contractor Chooses. OGN1 may post Assignments on the Platform. Contractor may accept or decline any Assignment in Contractor's sole discretion.

3.2 No Minimum Work; No Guarantee. Contractor is not required to accept any minimum number of Assignments and is not guaranteed any minimum amount of work.

3.3 Availability Is Informational Only. Any availability Contractor inputs into the Platform is for informational matching purposes only and does not create an obligation to accept Assignments.

3.4 Right to Refuse Unsafe Engagements. Contractor may refuse or discontinue an Assignment if Contractor reasonably believes the environment is unsafe, illegal, or

materially inconsistent with the disclosed Care Requirements, provided Contractor promptly notifies the Client and OGN1 through the Platform.

3.5 Cancellation by Contractor. Contractor may cancel an accepted Assignment, but Contractor agrees to provide prompt notice through the Platform when practicable. Repeated last-minute cancellations or no-shows may result in suspension or termination of Platform access because reliability is material to Client safety and OGN1's business.

4. Scope of Services; Family Care Requirements; Contractor Liability to Family; Medication

4.1 Childcare Services. Contractor will provide childcare services as agreed between Contractor and the Client for each Assignment. Contractor is not required to perform non-child-related housekeeping unless expressly agreed for a specific Assignment.

4.2 Care Requirements Are Client Instructions (Not OGN1 Instructions). Contractor acknowledges and agrees that (a) Care Requirements are created and provided by the Client; (b) Care Requirements are not instructions authored by OGN1; and (c) OGN1's transmission of Care Requirements does not constitute supervision, direction, or control by OGN1.

4.3 Duty to Review and Comply; Contractor Liability to Client. Contractor shall carefully review the Care Requirements prior to and during each Assignment and shall use reasonable efforts to comply with all lawful and safe Care Requirements. Contractor understands and agrees Contractor is legally responsible to the Client for Contractor's performance and compliance with Care Requirements, and that any liability, claim, loss, or damage arising from Contractor's noncompliance (or alleged noncompliance) is between Contractor and the Client, not OGN1.

4.4 Safety Override. Contractor retains discretion to deviate from Care Requirements when Contractor reasonably believes deviation is necessary to protect a child's health or safety or to comply with law. Contractor will notify the Client as soon as reasonably practicable.

4.5 No Prescription Medication; Limited OTC Only if Authorized. Contractor shall not administer prescription medication. Contractor shall not administer over-the-counter medication unless the Client provides written authorization and written dosing instructions, and the medication is limited to simple OTC fever/cough medication consistent with the Client's authorization. Contractor may decline to administer any medication.

5. Compensation; Rate Negotiation; Payment Flow; Mileage

5.1 Rate Negotiation Between OGN1 and Contractor. Contractor acknowledges and agrees that the hourly compensation rates available to Contractor through OGN1 are negotiated between OGN1 and Contractor from time to time and may vary by Assignment. In negotiating and setting such rates, the Parties may consider factors including Contractor's experience, education, availability, specialized expertise, the nature of requested care, number of children, and special requirements disclosed for an Assignment.

5.2 Rate Display and Acceptance. The hourly rate applicable to an Assignment will be displayed and/or confirmed in writing on the Platform and/or booking confirmation prior to acceptance. Contractor's acceptance of an Assignment constitutes acceptance of the rate for that Assignment.

5.3 Client Pays OGN1; OGN1 Remits Contractor Portion. Client pays OGN1 a single blended hourly rate. OGN1 retains the OGN1 Service Fee and remits the remainder to Contractor (the “Contractor Portion”).

5.4 Pay Schedule and Method. OGN1 will remit amounts due to Contractor on [PAY SCHEDULE] via [PAYMENT METHOD], subject to accurate time reporting and receipt/processing of Client payment.

5.5 Timekeeping. Contractor shall accurately record time worked (and mileage, if applicable) in the Platform or other designated system. Material falsification is grounds for immediate termination of Platform access.

5.6 Mileage Pass-Through. If a Client authorizes transportation and mileage reimbursement for an Assignment, mileage will be billed to the Client and passed through to Contractor at \$[MILEAGE RATE] per mile (or such other rate stated in the Assignment/booking confirmation).

6. Transportation; Vehicle Requirements; No OGN1 Responsibility

6.1 Client Authorization Required. Contractor shall not transport any child unless transportation is expressly authorized by the Client in the Care Requirements and/or in the Assignment posting/booking confirmation.

6.2 Contractor Responsible for Transportation and Vehicle. If Contractor transports a child, Contractor is solely responsible for all transportation-related decisions and safety, including providing and using a safe, reliable, and roadworthy vehicle suitable for transporting a child; maintaining the vehicle; maintaining a valid driver’s license; maintaining automobile insurance meeting Section 7; using appropriate child restraints; complying with all traffic and child safety laws; ensuring the child is never left unattended in a vehicle; and avoiding distractions while driving.

6.3 No OGN1 Liability for Transportation. To the fullest extent permitted by law, OGN1 shall have no liability for any claim arising out of or relating to transportation of a child, including motor vehicle accidents, traffic violations, injury, death, or vehicle damage, regardless of fault or legal theory. Contractor acknowledges that any transportation is performed by Contractor for the Client and not on behalf of OGN1.

7. Insurance (Minimum Limits)

7.1 Required Insurance. During the term of this Agreement, Contractor shall maintain, at Contractor’s expense:

- Automobile Liability Insurance (required if Contractor transports a child under any Assignment) with minimum limits of \$250,000 bodily injury per person, \$500,000 bodily injury per accident, and \$100,000 property damage per accident, and
- General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

7.2 Proof of Insurance. Contractor shall provide proof of required coverage upon request. Failure to maintain required coverage is grounds for suspension or termination of Platform access.

7.3 No Coverage Provided by OGN1. Contractor acknowledges OGN1 does not provide insurance coverage to Contractor for Contractor’s acts or omissions, and any insurance maintained by OGN1 (if any) is for OGN1’s own business purposes and does not insure Contractor.

7.4 No Workers' Compensation Through OGN1. Contractor acknowledges Contractor is not covered by workers' compensation through OGN1 for injuries suffered by Contractor in connection with Assignments, unless required by law in a separate writing.

8. Confidentiality; Privacy; Social Media

8.1 Confidential Information. Contractor shall keep confidential all non-public information regarding (a) OGN1's business operations, pricing, client lists, and procedures, and (b) Client family and child information.

8.2 No Social Media Posting. Contractor shall not post or share any information or images of any Client, child, or Client home, or any non-public information about OGN1.

8.3 Return/Destruction. Upon termination or upon request, Contractor shall return or destroy Confidential Information to the extent practicable.

9. Non-Circumvention / Non-Solicitation of OGN1 Clients; Liquidated Damages

9.1 No Circumvention. During the term of this Agreement and for one (1) year after termination of this Agreement (the "Restricted Period"), Contractor shall not, directly or indirectly, solicit, divert, contract with, perform services for, or accept childcare engagements from any Client introduced to Contractor through OGN1 other than through OGN1, unless OGN1 provides prior written consent.

9.2 Permitted Independent Business (Clarification). This Section 9 does not prohibit Contractor from providing childcare services to clients Contractor obtained independently (not introduced through OGN1) or through other agencies/platforms, provided Contractor does not use OGN1 Confidential Information or OGN1 introductions to circumvent this Agreement.

9.3 Liquidated Damages (Not a Penalty). Contractor acknowledges and agrees that a breach of Section 9.1 would cause OGN1 damages that are difficult to ascertain with precision at the time of contracting. Accordingly, if Contractor breaches Section 9.1, Contractor shall pay OGN1, as liquidated damages and not as a penalty, an amount equal to the OGN1 service fees OGN1 would have earned had Contractor performed the diverted work through OGN1, calculated as follows:

Liquidated Damages = \$3.00 × (Total hours of childcare services performed by Contractor for the applicable Client(s) outside OGN1 during the Restricted Period). Contractor agrees to provide, upon OGN1's written request, reasonable documentation of dates and hours worked for such Client(s) during the Restricted Period for purposes of verifying the liquidated damages calculation.

9.4 Equitable Relief and Cumulative Remedies. Contractor acknowledges breach of this Section 9 may cause irreparable harm. In addition to liquidated damages, OGN1 may seek injunctive relief and any other remedies available at law or equity. Payment of liquidated damages does not grant Contractor a right to continue the circumvention conduct.

10. Liability Allocation; Disclaimer; Release; Indemnification

10.1 OGN1 Is Referral/Coordination Only. Contractor acknowledges that OGN1's role is limited to referral/booking coordination and payment processing and that OGN1 does not supervise childcare services or control the manner and means of Contractor's work.

10.2 No Liability for Property Damage. To the fullest extent permitted by law, OGN1 shall have no liability for any property damage (including damage to Client property, Contractor property, or third-party property) arising out of or relating to any Assignment, including any alleged damage caused by Contractor.

10.3 No Liability for Vehicle Damage. To the fullest extent permitted by law, OGN1 shall have no liability for any vehicle damage arising out of or relating to transportation during an Assignment, including damage to Contractor's vehicle, a Client vehicle, or any third-party vehicle, regardless of fault.

10.4 No Liability for Bodily Injury. To the fullest extent permitted by law, OGN1 shall have no liability for any bodily injury (including illness, injury, or death) to Contractor, any child, the Client, or any third party arising out of or relating to any Assignment, regardless of fault or legal theory.

10.5 No Liability for Conditions at Client Home. To the fullest extent permitted by law, OGN1 shall have no liability for hazards, conditions, or incidents occurring at or related to the Client's home or premises, including injuries or damages arising from unsafe conditions, defective property, pets, pools, weapons, or other household hazards.

10.6 No Liability for Contractor Acts or Omissions. To the fullest extent permitted by law, OGN1 shall have no liability for Contractor's acts or omissions, including negligence, misconduct, or criminal acts, during or relating to an Assignment.

10.7 No Liability for Client Acts or Omissions. To the fullest extent permitted by law, OGN1 shall have no liability for Client acts or omissions, including negligent supervision, unsafe instructions, or failure to disclose hazards.

10.8 Release by Contractor. To the fullest extent permitted by law, Contractor releases OGN1 from and against any and all claims Contractor may have arising out of or relating to any Assignment, including claims for bodily injury, property damage, or economic loss, except to the extent caused by OGN1's own gross negligence or intentional misconduct where such limitation is not prohibited by applicable law.

10.9 Indemnification by Contractor. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless OGN1 and its members, managers, officers, employees, and agents from and against all claims, damages, losses, liabilities, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Contractor's acts or omissions during or relating to any Assignment;
- Contractor's breach of this Agreement; and
- Contractor's violation of law.

10.10 Limitation of Liability. To the fullest extent permitted by law, OGN1 shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages.

10.11 Liability Cap. To the fullest extent permitted by law, OGN1's total aggregate liability arising out of or relating to this Agreement shall not exceed the total service fees actually retained by OGN1 from Assignments performed by Contractor in the three (3) months preceding the event giving rise to the claim.

11. Term and Termination

11.1 Term. This Agreement begins on the Effective Date and continues until terminated.

11.2 Termination by Contractor. Contractor may terminate this Agreement at any time upon written notice to OGN1.

11.3 Termination/Suspension by OGN1. OGN1 may suspend or terminate Contractor's Platform access immediately upon notice if OGN1 reasonably determines Contractor has engaged in unsafe practices, abuse, theft, dishonesty, material breach of

confidentiality, repeated no-shows, or other conduct creating a safety risk or material harm.

11.4 Survival. Sections intended to survive termination include confidentiality, non-circumvention/liquidated damages, liability allocation/indemnity, dispute resolution, and miscellaneous provisions.

12. Dispute Resolution; Mediation; Small Claims; AAA Arbitration; Attorneys' Fees

12.1 Good-Faith Negotiation. The Parties shall first attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement or the Parties' relationship (a "Dispute") through informal discussions.

12.2 Mandatory Mediation (Condition Precedent). If the Dispute is not resolved within [10] business days after a Party provides written notice describing the Dispute, the Parties shall submit the Dispute to non-binding mediation in Pinellas County, Florida before a mutually selected mediator. The Parties shall share mediator fees equally.

12.3 Small Claims (\leq \$8,000). If mediation does not resolve the Dispute and the Claimant's Claimed Damages are \$8,000 or less, the Dispute shall be brought exclusively in small claims court in Pinellas County, Florida, to the extent within the court's subject-matter jurisdiction and procedural limits.

12.4 AAA Arbitration (\geq \$8,001). If mediation does not resolve the Dispute and the Claimant's Claimed Damages are \$8,001 or more, the Dispute shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules (or, if applicable and elected by AAA, its Consumer Arbitration Rules) then in effect, except as modified by this Agreement.

12.5 Arbitration Procedures; Locale; Judgment. The arbitration shall be conducted before one (1) arbitrator. The seat and hearing locale shall be Pinellas County, Florida, unless the Parties agree otherwise in writing. Judgment on the award may be entered in any court of competent jurisdiction.

12.6 Injunctive Relief. OGN1 may seek temporary, preliminary, or permanent injunctive or other equitable relief in a court of competent jurisdiction in Pinellas County, Florida to protect Confidential Information or enforce Section 9, without first mediating where mediation is not practicable under the circumstances.

12.7 Prevailing Party Attorneys' Fees and Costs. In any small claims case, arbitration, or court proceeding arising out of or relating to a Dispute, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees and costs, including AAA and arbitrator fees, court costs, and costs of enforcement.

13. Governing Law. This Agreement is governed by Florida law, without regard to conflict-of-laws principles.

14. Timekeeping Platform; Clock-In/Clock-Out; Invoice Verification; No Employment Relationship.

14.1 Timekeeping Platform. OGN1 provides access to an electronic platform/application (the "Timekeeping Platform") through which Contractor will record the start and end time

of each accepted engagement/booking (each, an “Engagement”) by clocking in and clocking out.

14.2 Administrative Verification Purpose Only. Contractor acknowledges and agrees that the Timekeeping Platform requirement is implemented solely for administrative purposes, including: (i) verifying the number of hours actually worked for a Client Engagement; (ii) reconciling Contractor’s invoice submissions against booking confirmations and Client billing; (iii) preventing fraud, errors, and disputes; and (iv) facilitating timely and accurate remittance to Contractor. The Parties expressly agree that this requirement is not intended to, and shall not be construed to, grant OGN1 the right to control the manner or means by which Contractor performs childcare services during an Engagement.

14.3 No Supervision or Direction. Contractor acknowledges that clock-in/clock-out and time entry through the Timekeeping Platform do not constitute supervision, training, discipline, performance management, or direction by OGN1 as an employer. Contractor remains solely responsible for how Contractor performs the services, subject to the Client’s Care Requirements, applicable law, and reasonable safety practices.

14.4 Invoice Consistency; Records Control. Contractor shall ensure that all hours reported on Contractor’s invoice correspond to the clock-in/clock-out records in the Timekeeping Platform for the applicable Engagement(s), except to the extent Contractor identifies a good-faith discrepancy in writing at the time of invoicing. Unless OGN1 confirms a correction in writing, the Timekeeping Platform records will control for purposes of calculating amounts payable by OGN1 to Contractor.

14.5 Independent Contractor Relationship Preserved. Contractor acknowledges and agrees that use of the Timekeeping Platform, and compliance with the requirements in this Section, do not create an employer/employee relationship between OGN1 and Contractor, and do not alter Contractor’s status as an independent contractor under this Agreement.

14.6 System Issues. If Contractor is unable to clock in/out due to a technical issue, Contractor shall promptly notify OGN1 through [APP SUPPORT METHOD/EMAIL] and provide the best available documentation of the actual start/end times for OGN1 review and confirmation.

15. Miscellaneous

15.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements.

15.2 Severability. If any provision is held unenforceable, the remainder remains in effect, and the provision shall be modified to the minimum extent necessary to make it enforceable.

15.3 Amendments. Any amendment must be in a writing signed by both Parties.

15.4 Counterparts; Electronic Signatures. Counterparts and electronic signatures are effective.

15.5 Headings. Headings are for convenience only and do not affect interpretation.

16. Signatures

EXECUTED AT St. Petersburg, Florida.

OGN1: OUR GOOD NANNY1, LLC

By: Maya Dyakova-PEIRCE (President)

+1 727 291 3960

www.ourgoodnanny.com

elitecare@ourgoodnanny.com



Contractor:

Signature: _____

Printed Name: _____

Date: _____