

# HAPPYMOM POSTPARTUM CARE SERVICES AGREEMENT

This Postpartum Care Services Agreement (the "Agreement") is entered into by and between the service provider company and the client identified below. The parties agree to the following terms and conditions regarding the use of postpartum care services.

## Service Provider Company

<b>Business Name</b>	Happymom
<b>Legal Entity or Business Name</b>	Happymom Inc
<b>Address</b>	848 Gramercy Dr Los Angeles, CA 90005
<b>Representative</b>	Kyunghee Cho
<b>Email</b>	happymom7080@gmail.com
<b>Phone</b>	213-999-4642

## Client

<b>Mother's Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Expected Delivery Date</b>	

The service provider company identified above shall be referred to as the "Company," and the client identified above shall be referred to as the "Client." The Company and the Client may be referred to collectively as the "Parties."

## Article 1. Purpose of Services

1. The Company provides non-medical postpartum care services intended to support the mother's postpartum recovery and newborn care.
2. The Company may assign a postpartum caregiver, nanny, or care provider to provide the services.
3. The assigned caregiver may be changed based on the Company's scheduling needs, caregiver availability, health, location, service type, or the Client's needs.
4. This Agreement is a service agreement between the Client and the Company. It does not create a direct employment relationship or separate contractual relationship between the Client and any assigned caregiver.

## Article 2. Non-Medical Services

1. The services provided by the Company are non-medical services.
2. The Company and its caregivers do not act as physicians, nurses, midwives, professional lactation consultants, or other licensed medical professionals.
3. The Company and its caregivers do not provide diagnosis, treatment, prescriptions, medication decisions, injections, wound care, operation of medical devices, emergency medical care, or medical judgment.
4. If the mother or newborn experiences fever, difficulty breathing, severe pain, bleeding, suspected infection, allergic reaction, feeding difficulty, suspected dehydration, decreased consciousness, or any other concerning symptom, the Client must immediately contact a physician, hospital, 911, or another appropriate medical provider.

5. The Client may not require the Company or any caregiver to make decisions that should be made by a medical professional.

### **Article 3. Service Types**

The Client shall select one of the following service types.

#### **[ ] Commuting Service**

1. Commuting service means that the caregiver travels to and from the Client's residence to provide postpartum care services.
2. The specific service schedule, service days, and additional conditions shall be separately agreed upon by the Company and the Client.
3. Saturday, Sunday, and holiday services are not included in the basic service unless separately agreed upon.

#### **[ ] Standard Live-In Service**

1. Standard live-in service means that the caregiver stays at the Client's residence to support postpartum care.
2. For standard live-in service, one "week" is calculated based on five service days.
3. Saturday, Sunday, and holiday services are not included in the basic one-week standard live-in service unless separately agreed upon.
4. Live-in service does not mean that the caregiver works continuously for 24 hours or remains on call 24 hours a day.
5. The Client must respect the service scope, rest, sleep, and work limitations communicated by the Company.
6. If the Client requests work beyond the agreed service scope, excessive nighttime calls, interference with rest, or additional services, the Company may decline such requests or adjust the services.

#### **[ ] Long-Distance Live-In Service**

1. Long-distance live-in service applies when the Client's residence is outside the Company's regular service area, or when the caregiver must travel a long distance or to another state to stay at the Client's residence and provide services.
2. Long-distance live-in service has a different service-period calculation method from standard live-in service.
3. Long-distance live-in service is provided on a consecutive-service basis regardless of weekdays, weekends, or holidays, and is generally performed without an intermediate day off during the agreed consecutive service period.
4. For long-distance live-in service, one week is calculated based on five days. For example, if services are provided for 30 consecutive days, the service is calculated as a six-week service because 30 days divided by five days equals six weeks.
5. Saturday, Sunday, and holidays are included as consecutive service days for long-distance live-in service, and the Client understands and agrees that services are provided consecutively without a day off during the agreed period unless otherwise agreed in writing.
6. Long-distance live-in service does not mean that the caregiver works continuously for 24 hours or remains on call 24 hours a day.
7. The Client must provide the caregiver with reasonable rest, sleep, meal time, and a safe service environment.

8. The Client is responsible for airfare, ground transportation, lodging, meals, and other reasonable travel-related expenses.
9. The specific fees, schedule, and additional conditions for long-distance live-in service shall be confirmed separately by the Company and the Client in writing, text message, or email.

**Article 4. Service Fees**

The Client shall pay the Company the service fees below based on the selected service type and number of service weeks.

# Weeks of Service	Total Amount	Deposit (Non-refundable)	Balance
<b>1 Week (5days)</b>			
<b>2 Weeks (10days)</b>			
<b>3 Weeks (15days)</b>			
<b>4 Weeks (20days)</b>			
<b>5 Weeks (25days)</b>			
<b>6 Weeks (30days)</b>			
<b>7 Weeks (35days)</b>			
<b>8 Weeks (40days)</b>			
<b>Other</b>			

1. The Client shall pay the Company the service fees listed in the table above.
2. The service fee under this Agreement is a fixed service fee paid by the Client to the Company. It does not represent the caregiver's wages, internal working conditions, or any separate agreement between the Company and the caregiver.
3. All service fees shall be paid to the Company.
4. The Client shall not directly pay the caregiver any service fee, additional work fee, separate compensation, or other contract-related amount without the Company's prior written consent.
5. Tips are voluntary and are not a condition of service.
6. Additional fees may apply for additional family members, twins or multiples, weekend service, holiday service, long-distance service, or work beyond the agreed service scope.
7. Any additional fees must be agreed upon by the Company and the Client in writing, text message, or email before the additional service is provided.
8. Requests beyond the agreed service scope are not included in the service fee unless separately approved by the Company.

**Article 5. Deposit, Cancellation, and Refund Policy**

1. The deposit includes costs related to reserving the Client's service schedule, consultation, administrative processing, caregiver assignment, and the Company's limitation of other bookings.
2. The deposit is non-refundable as stated in the table above, except where a refund is required by applicable law or separately agreed to in writing by the Company.
3. If the Client cancels services, refunds shall be handled as follows. If cancellation occurs at least 14 days before the service start, the Company may refund the remaining amount after deducting reasonable administrative costs, assignment costs, schedule-reservation costs, and actual costs incurred. If cancellation occurs 7 to 13 days before the service start, the

deposit is non-refundable and the Client shall be responsible for any additional costs already incurred. If cancellation occurs within 6 days before the service start, the deposit is non-refundable, and because the Company may have already reserved personnel and declined other bookings, the Client may be responsible for the Company's reasonable losses and actual costs incurred.

4. If services cannot be used due to a significant medical reason, including premature delivery, miscarriage, stillbirth, or hospitalization of the mother or newborn, the Client must promptly notify the Company. The Company will reasonably discuss schedule changes, credits, or refund options.
5. If the assigned caregiver is unable to provide services due to Company-related circumstances, caregiver health, or similar reasons, the Company will make reasonable efforts to assign a replacement caregiver.
6. If the Company is unable to provide a replacement caregiver within a reasonable time and services have not started, the Client may receive a refund for services not provided.
7. Fees for services already provided are non-refundable.

#### **Article 6. Client's Duty to Provide Information**

1. Before services begin, the Client must accurately provide the Company with information regarding the mother's health condition, delivery method, postpartum recovery precautions, the newborn's health condition, premature birth status, NICU history, allergies, infectious or communicable illness, special instructions from physicians or hospitals, pets, smoking, visitors, residential safety concerns, and any other matter that may affect caregiver safety or service delivery.
2. If the Client fails to provide important information or provides inaccurate information, the Company shall not be responsible for resulting service delays, interruptions, additional costs, or damages, except to the extent caused by the Company's willful misconduct, gross negligence, or liability that cannot be waived by law.

#### **Article 7. Scope of Services**

1. The caregiver's basic service scope may include simple meal preparation and serving for the mother, general non-medical postpartum recovery support, newborn diaper changes, dressing, bathing assistance, feeding preparation and general newborn care support, laundry related to the mother and newborn, light tidying of spaces used by the mother and newborn, preparation assistance for sitz baths and foot baths, and other non-medical postpartum care support separately agreed upon by the Company and the Client.

#### **Article 8. Excluded Services**

1. The caregiver does not provide medical acts, diagnosis, treatment, prescriptions, medication decisions, injections, wound care, operation of medical devices, medical judgment regarding the mother or newborn, professional lactation consultant services, driving for the Client or family members, operation of the Client's vehicle, deep cleaning, moving, heavy lifting, guest hosting, party preparation, cooking for the entire family, general household labor outside the scope of mother and newborn care, unsafe or illegal work, or any additional work not agreed to in advance by the Company.

#### **Article 9. Physical Contact and Postpartum Support**

1. Any support service involving physical contact with the mother shall be provided only with the mother's express consent.
2. Such support service does not constitute medical treatment, therapeutic treatment, or professional massage service.
3. If the mother experiences pain, bleeding, fever, inflammation, suspected infection, surgical-site concerns, or any other abnormal symptom, the caregiver may stop the support service and recommend that the Client consult a medical professional.
4. The Client may refuse or stop any support service involving physical contact at any time.

#### **Article 10. Client Cooperation and Safe Service Environment**

1. The Client shall cooperate so that the Company and the caregiver can provide services in a safe and respectful environment.
2. The Company may adjust, suspend, or terminate services if there is verbal abuse, insult, threat, discrimination, harassment toward the caregiver, a request for medical acts or work outside the contract scope, excessive household labor demands, repeated interference with rest, meals, or sleep, infectious illness, violence, illegal activity, unsafe residential conditions, nonpayment or repeated late payment, concealment of important health or safety information, or any other material reason that reasonably makes continued service difficult.
3. If there is an urgent or serious safety concern, the Company may immediately suspend services. In other cases, the Company will, when practicable, notify the Client of the issue and provide a reasonable opportunity to correct it.

#### **Article 11. Caregiver Replacement**

1. The Company may replace the caregiver due to caregiver health, scheduling, personal circumstances, safety concerns, fit with the Client, or other reasonable reasons.
2. If the Client requests caregiver replacement, the Company will review the reason and make reasonable efforts to assign replacement personnel when possible.
3. Assignment of a specific caregiver is not guaranteed.
4. Caregiver replacement alone is not grounds for contract termination or refund, except where the Company is unable to provide reasonable replacement services as described in Article 5.

#### **Article 12. Service Extension**

1. If the Client wishes to extend services, the Client must request an extension from the Company before the scheduled end of service.
2. Service extension is subject to caregiver availability and Company approval.
3. Additional deposit or service fees may apply to extended services.
4. Extension terms must be agreed upon by the Company and the Client in writing, text message, or email.

#### **Article 13. Limitation of Liability**

1. The Company will provide services with reasonable care and good faith.
2. The Company is not responsible for damages caused by the acts of the Client or family members, failure to provide information, failure to follow medical-professional instructions, residential safety risks, unforeseeable emergencies, or causes outside the Company's control.

3. To the extent permitted by law, the Company shall not be liable for indirect, special, consequential, punitive, or business-loss damages.
4. Nothing in this Agreement shall be interpreted to waive liability for the Company's willful misconduct, gross negligence, fraud, violation of law, or liability that cannot be waived under applicable law.

#### **Article 14. No Direct Hiring or Circumvention**

1. The Client shall not directly contract with, directly hire, or separately arrange services with any caregiver introduced or assigned by the Company without the Company's prior written consent.
2. If, within \_\_\_\_\_ months after termination of this Agreement, the Client directly hires or separately contracts with a caregiver introduced or assigned by the Company, the Client shall pay the Company a referral and placement fee of \$\_\_\_\_\_.
3. This Article applies only to the extent permitted by applicable law.

#### **Article 15. Privacy and Confidentiality**

1. The Company will make reasonable efforts to keep confidential the Client family's personal information, health information, and private information learned during services.
2. The Client shall respect the caregiver's personal information, contact information, identifying information, and privacy.
3. The Client shall not publicly post or commercially use the caregiver's photograph, video, or voice without prior consent from the Company and the caregiver.
4. If home cameras, recording devices, or other monitoring equipment are installed, the Client must notify the Company before services begin. Recording or filming is not permitted in bathrooms, changing areas, sleeping areas, or other places where privacy must be protected.

#### **Article 16. Termination**

1. The Client may terminate this Agreement by giving notice to the Company in writing, text message, or email. Refunds, if any, shall be governed by Article 5.
2. The Company may terminate this Agreement for the Client's breach of contract, nonpayment, safety concerns, requests outside the service scope, harassment, failure to provide information, or other material reason.
3. Upon termination, the Client must immediately pay all amounts due for services already provided, additional costs incurred, and any unpaid amounts.

#### **Article 17. Force Majeure**

1. The Company shall not be responsible for delay or inability to provide services caused by natural disasters, fire, flood, earthquake, epidemic, government order, flight cancellation, transportation disruption, emergency, sudden caregiver illness, or other causes beyond the Company's reasonable control. When possible, the Company will make reasonable efforts to reschedule or provide replacement services.

#### **Article 18. Governing Law and Dispute Resolution**

1. This Agreement shall be governed by the laws of the State of California.
2. If a dispute arises, the Parties shall first make good-faith efforts to resolve the dispute through discussion.

3. If the dispute is not resolved through discussion, the dispute shall be resolved in the courts located in Los Angeles County, California.
4. The Parties may use mediation or arbitration if separately agreed upon in writing.
5. This Article does not limit any non-waivable rights under consumer-protection laws, labor laws, or other applicable laws.

**Article 19. Entire Agreement and Amendments**

1. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements.
2. This Agreement may be amended only by written agreement, text message, or email agreed to by both Parties.
3. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in effect.
4. Headings are for convenience only and shall not affect interpretation of this Agreement.

**Article 20. Signatures**

The Client acknowledges that the Client has read and understood this Agreement, had an opportunity to ask questions, and voluntarily agrees to its terms.

<b>Client</b>	<b>Company</b>
Name:	Name:Kyunghee Cho
Signature:	Signature:
Date:	Date: