

PRIOVIDA Senior Care

Internal Regulations

TERMS AND CONDITIONS RENDERING OF SENIOR CARE SERVICES

These Internal Regulations are intended to provide the terms and conditions constituting essential rules to be followed in relations to be established between PrioVida Seniores, its Clients and Service Providers.

1. Definitions

1.1. The following terms assume the following meanings under these "Terms and Conditions":

a) **"PrioVida Senior Care"**: under these regulations, the trademark representing the capacity of the entity, referred to hereinafter as "Company", that promotes the rendering of senior care services to its Clients through Providers/Employees hired for such purposes.

b) **"Client"**: person or entity that hires the services rendered by PrioVida Seniores.

c) **"Employees"**: persons willing to provide Senior Care Services to Clients of Company pursuant to the conditions provided in the Services Agreement to be entered into with the company that owns PrioVida Seniores.

d) **"Agreement"**: Services Agreement to be entered into between Company and Employee, governing the terms for rendering of Senior Care Services to be performed by Employee for Clients of Company.

e) **"Rendering of senior care services"**: includes services to be provided by Company to its Clients through Employees; the scope of these services must be defined and agreed upon between Company and Client.

f) **"Senior Care Services"**: Service modality rendered by the Company, whether as a one-off situation or on a regular basis; the options are part time, full time and holiday service, whereby the Employee accompanies the Client and provides them full support.

2. General Aspects

2.1. These "Terms and Conditions" refer to the services to be provided by Company to Clients, as well as the services to be provided by Employees pursuant to the Agreement to be entered into with Company.

2.2. These "Terms and Conditions" are applicable to all aspects of all contracts or agreements entered into verbally or in writing between Company and Clients and between Company and Employees.

2.3. Any amendment to these "Terms and Conditions" is valid only if approved in writing by Company.

2.4. Company reserves the right to modify or amend these "Terms and Conditions" through notification of Clients and Employees at least five (5) days in advance.

2.5. Any modification or amendment of these "Terms and Conditions" is only valid as a written document signed by the parties, expressly stating the amended or added clauses.

2.6. If any clause of these “Terms and Conditions” is deemed to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect the application of the remaining provisions hereof, to the extent that the latter are valid, legal and enforceable.

3. Responsibilities of Company

3.1. In the rendering of services subject to contracts entered into with Clients, Company is responsible for selecting Employees to provide Senior Care Services and for representing such Employees before Clients.

3.2. Company assumes responsibility in the process of selecting Applicants to be introduced to Clients, collecting all information deemed necessary.

3.3. All Applicants undergo a careful selection process.

- 1st Phase: Direct screening of CV and mandatory supplementary information (disclosed by Company). Applicants must fulfil the requirements stipulated by Company in order to proceed to the 2nd phase.
- 2nd Phase: Interview with psychologist in which Applicant must respond to a questionnaire and undergo testing. Only those Applicants who pass this phase will proceed to the 3rd phase.
- 3rd Phase: Applicants must submit the following documentation in this phase:
 - Proof of Clean Criminal Record
 - First Aid Certificate, if any
 - Certificate of Higher Education or Qualifications
 - Supplementary Training Certificates
 - Letters of Recommendation or References
 - Medical certificate certifying physical and psychological soundness
- 4th Phase: All Applicants reaching this phase are qualified to work with PrioVida Seniores.

3.3. A first aid course manual and Employee identification card will be provided with emergency and Company contacts upon start of service with Company.

3.4. In the Applicant selection process, Company is also responsible for assessing the compatibility of Applicant’s profile with the profile sought by Clients.

3.5. Once the selection process has been completed, Company is responsible for rendering Senior Care Services as mutually agreed with Clients.

3.6. Pursuant to the Agreement to be entered into with Employees, Company undertakes to collect all information it deems necessary from Employees (qualifications, references and experience) and to arrange for an introduction of such Employees to its Clients.

3.7. Company is responsible for providing compensation of Senior Care Services rendered by Employees to its Clients pursuant to the terms to be defined in the Agreement to be executed.

3.8. Company is the holder of Civil Liability Insurance Policy no. 00841012922200000, corresponding to the insurer Axa Portugal, Companhia de Seguros, S.A, which may be effectively applied according to the general terms and conditions thereof and when the senior are under Employee’s care.

4. Responsibilities of Client

4.1. Client warrants that all information provided to Company is true and correct.

4.2. Client is responsible for verifying if Employee introduced by Company possesses the qualifications, skills and experience necessary to perform the intended services.

4.3. For purposes of the preceding paragraphs, Client is entitled to access any information collected by Company related to selected Applicants.

4.4. Client undertakes to directly pay Company the amount due for services received from Applicants. Under all circumstances, Employee shall receive payment for service he/she rendered.

4.5. The client should inform the Company, when contracting the service, of the existence of surveillance cameras or any audio recording device, and images and sound may not be captured without the prior consent of the Company.

4.6. Client is responsible for submitting any claim or complaint to Company regarding Employee's rendering of services within five (5) days from the date of circumstances serving as the basis for such claim or complaint.

4.7. Client hereby acknowledges the entirety of these "Terms and Conditions", agreeing to fully comply with the provisions thereof before Company.

4.8. During initial contact, Client must provide Company with information related to the type of intended service, the name of the recipients, their ages, the day(s), schedule, and location of the service to be rendered.

4.9. In response, Company shall send Client an email with the price of service, which, if accepted, must be paid by bank transfer through the furnished IBAN (International Bank Account Number), with the same email requesting corresponding notification, submission of the respective payment slip and well as declaration that the Client acknowledges and accepts these Terms and Conditions.

4.10. Upon proper collection of payment, the contracted service is confirmed.

4.11. If the service is hired less than six hours prior to the execution thereof, a 15% surcharge shall be applied to the total value thereof.

4.12. If the service is hired during the weekend or on public holidays, a fee of 5.00 € (five euros) will apply.

4.13. Client must execute the contract corresponding to the Service at least 3 weeks prior to the start of performance thereof.

4.14. Cancellation of the service does not imply the return of any monies paid; however, if Company is properly contacted at least 48 hours prior to the start of service, Client may cancel the service and receive a credit for future service of an identical nature that can be used on a different date within six months, as mutually agreed by the parties hereto.

4.14. Upon completion of the contracted service, Client must sign the service sheet, where the actual schedule carried out is recorded and kept by the Employee.

4.15. Within 48 hours following the rendering of service, Company will contact Client and conduct a satisfaction survey to facilitate the assessment of work performed.

4.16. Any information about the seniors deemed relevant must be provided in writing, including, for example, health problems, allergies, food intolerances, prohibited situations or rules to be followed, and administration of medications.

4.17. Whenever administration of medication to the senior is deemed necessary, Client agrees to provide Employee with all instructions necessary for the taking of such medications.

4.18. By directly conveying the instructions to Employee, Client acknowledges that responsibility for any corresponding defect, and it is hereby agreed that Company is not responsible for any consequence arising from failure to follow the provided instructions.

4.19. In cases of ongoing services, Clients must notify Company of their decision to terminate the contracted services at least thirty (30) days prior to the effective termination date.

4.20. In the event that Company does not find the appropriate Employee to provide the service within 3 weeks after the award of the service and prior to its commencement, Company shall return the amount paid by the Client on the date of the award.

4.21. In the event that Client gives up/cancels the service, in the course of or after the Employee selection process, Company reserves the right not to refund the amount initially paid when awarding the service.

4.22. The Employee (Senior Care Services) are entitled to a weekly rest day. The weekly rest day should be on Sundays, however such rest day can be changed to a day of the week, if a rationale, non-regular reason justifies the same.

4.23. The continuity services Employee (Senior Care Services) is entitled, to a period paid vacation period of 22 working days, each year. Such vacation period shall be paid by the Client in each calendar year. Holidays will be agreed between the Client and the Employee every year and formally communicated to the Company. Vacations must be utilized during the calendar year to which they refer to and can be, by agreement, utilized in a single period of 22 days or intermittent periods. The amount corresponding to each period will be calculated by the Company, based on the average of the last 3 (three) months of service and paid at the end of the month of the vacation period.

5. Responsibilities of Employees

5.1. Employees warrant that all information they have provided to Company is true and correct.

5.2. Employees agree to perform the services under the Agreement to be entered into with Company according to the terms thereof and to render such services to Clients indicated by Company.

5.3. All Employees must have personal accident and civil liability insurance, and Company assumes no risk inherent to rendering of the contracted service, including risk or damage caused by wilful misconduct or negligence by Employees during the rendering of service to PrioVida Seniores Client.

6. Compensation payable by Clients to Company

6.1. The amount of compensation due for services rendered by Employees of Company to Clients shall be based upon the type of services effectively rendered and the time during which such services are rendered.

6.2. Compensation due for services rendered by Employees shall be paid directly by Clients to Company according to deadlines to be defined.

6.3. Payment of services carried out should be undertaken within 10 business days, after Reception by the Client, of the email indicating the services provided and information regarding the respective amount.

6.3. In the event of delay in payment, a supplementary fee as a penalty, of an amount of €50.00 (fifty euros) per month is owed, for each month when this is still due.

7. Compensation payable by Company to Employees

7.1. Compensation of Employees for rendering of Senior Care Services shall be established in the Agreement to be entered into between Company and Employees.

7.2. Client is not responsible at any time for defining the value at which Employees will be compensated.

7.3. Therefore, Company is entitled to receive the full amount from Clients for the services rendered by Employees.

8. Confidentiality

8.1. All verbal and written communications between Client and Company and between Employees and Company are confidential.

8.2. Introductions of Employees to Clients are carried out individually and all information provided on that basis is also confidential.

9. Data Protection

9.1. The Client hereby authorizes and consents to the holding and processing of their personal data by the Company, under the terms in this clause.

9.2. Company undertakes to comply with Personal Data Protection Laws, as well as all other laws intended to protect and secure all aspects concerning personal data processing, public freedoms and fundamental rights of individuals and legal entities, and, in particular, personal and family privacy.

9.3. The controller responsible for the Client's personal data, within the services contracted, is the Company management, so that in the event you need to get into contact, you may do this through the following email address: gdpr@priovida.com.

9.4. At the time the services are contracted, the Company will request the Client, as mandatory personal data, his or her name, email, address, mobile phone number, tax number, citizen card identification number, identification of the individuals linked to the Employees or Continuity service.

If the Client is interested, he or she may provide the Company with information regarding their educational qualifications, their sex, date of birth, number of members of their household.

9.5 The personal data mentioned above will be used by the Company to provide the contracted service. We will use the contact information to communicate with the Client, for the purposes of providing a quality service and informing him or her of its dynamics. If the Client contacts the Company, the latter will use information concerning him or her, to help to resolve the problem or issue related with the service.

At any time, the Client may revoke his or her consent, through the email address: gdpr@priovida.com.

9.6 The company will, by legal imposition, have to communicate the tax identification number in the invoice for the services rendered to the Tax Authority.

The society will also have to transfer the personal data of the Client, within what is strictly necessary, to entities/employees, whose cooperation is essential to provide the service requested.

9.7 Offers, discounts or benefits will be communicated through SMS and/or EMAIL, along with the information on how the personal data subject holder may stop receiving these. At any moment, the Client may remove their willingness to receive these communications, through the email: gdpr@priovida.com.

9.8. The Company will carry out the deletion of the Clients personal data, if the latter does not request any service for a period of 3 consecutive years.

If the Client and personal data subject revokes their consent, the Company undertakes to delete their personal data within a period of 1 month after the aforementioned revocation.

The Company will keep the transactional data for a longer period, to comply with legal obligations (such as tax laws, laws concerning sales and the guarantee purposes).

9.9 As a rule, the subject has the following rights within the scope of personal data protection: i) Right of Access; ii) Right of Rectification; iii) Right of Deletion; iv) Right of Limited Processing; v) Right of Portability; vi) Right of Opposition and vii) Right of Not Being Subject to Automated Decisions. These rights are not absolute. In cases where consent for personal data processing has been obtained from the Client, the latter has the right to withdraw his or her consent at any time.

The Client may contact the Company with a privacy complaint, which will be assessed in order to resolve the problem in a brief and efficient manner.

He or she may also submit a complaint to the National Data Protection Commission (CNPD).

The provision of this information does not exclude the right of the personal data subject to request information, under the terms of article 15 of the GDPR.

10. Non-Compliance

If Client fails to observe these “Terms and Conditions”, Company may terminate the Services Agreement containing such “Terms and Conditions”, effective immediately, without the requirement to provide any notification by registered mail or other type of formality. However, Company is entitled to request compensation for general damages pursuant to law, without prejudice to the foregoing provisions.

11. Jurisdiction

The parties hereto submit exclusively to the judicial district of Oeiras to resolve any dispute arising from these “Terms and Conditions”.