

Mandatory and Prohibited Provisions in Standard Form Contracts for Baby care centers

Preamble

“In the event of inconsistency, the Chinese version shall prevail.”

The term “baby care center” herein shall refer to any childcare institution that cares for children under the age of two. Baby care centers may continue to provide care services for children over the age of two for up to one year if they are not yet enrolled in a preschool in accordance with the *Early Childhood Education and Care Act*. The following stipulations regarding mandatory and prohibited provisions shall apply to public baby care centers, quasi-public baby care centers, and private baby care centers contracted by municipal, county, or city governments.

1. Mandatory Provisions

Provision	Notes
<p>I. Review period</p> <p>Before signing this standard form contract (“Contract”), the parents (“Parents”) of the child (“Child”) shall be given _____ days (at least 5) to review the Contract clauses contained herein.</p>	<ol style="list-style-type: none">1. This article stipulates the review period for the parents.2. The review period clause is included pursuant to Article 11-1 of the <i>Consumer Protection Act</i>. Depending on the contract’s complexity, importance, and number of clauses, the review period should be no shorter than five days.
<p>II. Signatories</p> <p>[This paragraph shall contain the Parents’ names, contact numbers, mailing addresses, and dates of birth. If either or both of the Parents is/are under age, the name and address of their legal representative shall also be included.]</p> <p>[This paragraph shall contain the baby care center’s (“Center”) registered name, contact information (through which the Parents can reach the Center in a timely manner, including telephone numbers and email addresses), address, responsible person, and place of signing.]</p>	<ol style="list-style-type: none">1. This article contains the signatories’ basic information. In the event that either or both of the parents is/are under age, the name and address of their legal representative shall also be included.2. According to Article 2, Paragraph 1 of the <i>Standards for Establishing Children and Youth Welfare Institutes</i>, a baby care center is an institute that offers nursery services to children under the age of two. Article 5, Paragraph 2 of the same <i>Standards</i> states that a baby care center has already provided care to a child up to the age of two, if the child has not yet entered an early childhood school in accordance with the provisions of the <i>Early Childhood Education and Care Act</i>, continue to provide care for the child for a period not exceeding one year.3. According to Article 30 of the <i>Standards for Establishing Children and Youth Welfare Institutes</i> and Article 3 of the <i>Regulations for the Establishment and Permission of Private Children and Youth Welfare</i>

	<p><i>Institutes</i>, the responsible person of the center shall be expressly indicated in the contract. In consideration of the various communication channels used in the modern age, the center should provide its email address in addition to telephone numbers to ensure that the parents can reach the center in a timely manner and to build trust between both parties. The clauses on the signatories and the signing location are included because they serve as an important piece of evidence and can determine the court of law that has jurisdiction over the contract in the event of a dispute.</p>
<p>III. Proof of lawful registration</p> <p>The Center shall provide a photocopy of its certificate of registration (Appendix I) and shall display the licenses of its managers, caregivers, contract physicians, and/or nurses in a prominent location for the Parents' perusal.</p>	<p>This article ensures that the baby care center is actually a government-certified, legally registered childcare facility that offers a safe environment for children. The center must provide a photocopy of its certificate of registration and must display the licenses of its managers, caregivers, contract physicians, and/or nurses in a prominent location for the parents' perusal.</p>
<p>IV. Service details</p> <p>The Center and the caregivers employed by the Center shall duly perform the following duties entrusted by the Parents:</p> <p>(I) Providing the child with learning activities and games to support their full development so that they can successfully reach their developmental benchmarks in each stage, as well as providing for the following developmental needs:</p> <ol style="list-style-type: none"> 1. Children's life care 2. Children's developmental learning 3. Children's healthcare 4. Parent education and support for family functions 5. Record children's life growth, and offer consultation and referrals <p>(II) The Center shall provide the following services in addition to those listed in the preceding</p>	<ol style="list-style-type: none"> 1. The scope of the service (including any ancillary services) and the supplies to be prepared by the parents are expressly provided in this article. 2. According to Article 5 of the <i>Standards for Establishing Children and Youth Welfare Institutes</i>, in addition to providing care services, baby care centers must provide children with games and learning activities to support their full development so that they can successfully reach their developmental benchmarks in each stage.

<p>subparagraph:</p> <p><input type="checkbox"/> Meals and snacks (including supplements)</p> <p><input type="checkbox"/> Other: _____</p> <p>(III) The Parents shall be responsible for preparing the following items and supplies:</p> <p><input type="checkbox"/> Diapers</p> <p><input type="checkbox"/> Clothes</p> <p><input type="checkbox"/> Baby bottles</p> <p><input type="checkbox"/> Baby formula</p> <p><input type="checkbox"/> Other: _____</p>	
<p>V. Service hours</p> <p>The Center's daily business hours are from __:__ to __:__. </p> <p>(I) Period of service: From ___/___/_____ to ___/___/_____ (mm/dd/yyyy)</p> <p>(II) Trial period: The first _____ days (at least 5) of the period of service indicated above shall serve as a trial period.</p> <p>(III) Service hours:</p> <p><input type="checkbox"/> Day time: Between __:__ and __:__ from _____ to _____ (days of the week)</p> <p><input type="checkbox"/> Half day: Between __:__ and __:__ from _____ to _____ (days of the week)</p> <p><input type="checkbox"/> Temporary care: _____</p> <p><input type="checkbox"/> Additional service hours: _____</p> <p>(IV) The period of service shall <input type="checkbox"/> include <input type="checkbox"/> exclude the following national holidays: _____</p>	<ol style="list-style-type: none"> 1. This article contains express stipulations on the center's business hours and service hours. 2. The determination of the trial period will impact the amount of the refund in the event of early contract termination. For practical purposes, the trial period needs to be 5 days at a minimum. 3. According to Article 6 of the <i>Standards for Establishing Children and Youth Welfare Institutes</i>, nursery services are classified into three categories: half-day care, day-time care, and temporary care. 4. Temporary care service only applies to situations in which the parents require additional hours of service after signing the contract with the center. It does not apply to parents who require temporary care service without signing a contract. According to Article 6, Paragraph 2 of the <i>Standards for Establishing Children and Youth Welfare Institutes</i>, temporary care service hours may not exceed the hours indicated for the half-day or day-time service. 5. To accommodate societal changes and parents' working hours, baby care centers may provide extended care services to provide greater flexibility for the parents. 6. The parents and the center may negotiate whether to include or exclude national holidays (such as Labor Day and Soldiers' Day) as a

	part of the service.
<p>VI. Service charges</p> <p>The Center may assess the following charges and fees (See also Appendix II: Fee Assessment and Refund Standards):</p> <p>(I) Day-time/Half-day service fees:</p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> No registration fee <input type="checkbox"/> Registration fee (for six months of service): NT\$ _____ 2. Monthly service fee: NT\$ _____ 3. Insurance premiums (to be paid to the insurance company): NT\$ (based on the insurance premium amount set by the government in the year of underwriting) 4. Food (including supplements): NT\$ _____ 5. Extended care: NT\$ _____ per hour (based on the extended care fee standards set by the municipal, county, or city government) 6. Late pickups: NT\$ _____ per hour of overtime (based on the overtime fee standards set by the municipal, county, or city government); overtime less than 30 minutes shall be counted as 30 minutes, and overtime of between 30 and 60 minutes shall be counted as one hour. 7. Other fees approved by the municipal, county, or city government <p>(II) Temporary care: NT\$ _____ per hour</p> <p>The Parents shall pay the registration fee in full by ____ days <input type="checkbox"/> before <input type="checkbox"/> after the start of the service and shall pay the service fees and meal/snack fees for the current month and extended/temporary service and overtime fees for the previous month by the _____th day of each month. The center shall issue a receipt when it receives a payment from the Parents. All</p>	<ol style="list-style-type: none"> 1. This article contains express stipulations on fee assessment and payment deadlines. 2. To prevent disputes, all fees to be assessed shall be clearly indicated in the contract. 3. In addition to the registration fee, public municipal, county, or city baby care centers may assess monthly service fees, insurance premiums, and food costs (including supplements). Other costs associated with childcare services are to be borne by the baby care center as operational costs. 4. According to Article 77 of the <i>Protection of Children and Youths Welfare and Rights Act</i>, baby care centers are required to purchase group insurance for all children under its charge. Therefore, the insurance premiums should be surcharged separately. 5. Parents must pay all necessary fees by the stipulated deadlines. To prevent disputes, it should be clearly stipulated that the center shall retain a copy of all receipts generated throughout the period of service. 6. Parents may negotiate for extended time of care with the center in advance, in which case rates are assessed by the standards set by local municipal, county or city government. Additional charges associated with late pickups are stipulated in Article 8 herein. A “late pickup” is defined as the parents’ failure to pick up the child on time without notifying the center in advance. The standards for calculating extended care and overtime fees are set forth by the municipal, county, or city government based on local economic factors. Extended care and overtime fees for the current month should be paid together with the regular monthly service fee in the following month.

<p>receipts issued during the period of service shall be retained in either hardcopy or electronic format.</p>	<p>7. There is no unified standards for fees assessed by baby care centers. However, centers are required to report their fee schedules to the competent municipal, county, or city government for approval and recordation before assessing any fees.</p>
<p>VII. Health management</p> <p>The Center shall proactively perform physical and mental development screenings on a regular basis, record the results, and provide the necessary support and assistance for the children under their care. The center shall also assist the competent health authority in organizing health promotion campaigns, communicating health-related information to the parents, and implementing preventing measures against transmissible disease. If necessary, the parents shall hand over their child's Children's Health Handbook.</p> <p>The Center shall keep a daily record of the Child's physical and mental health status. The record shall be made available to the Parents for perusal, to which the Center may not object.</p> <p>In the event of a confirmed or suspected case of enterovirus, a statutory infectious disease, or other contagious disease, the Child shall stay home, and the Center may suspend its services in the meantime, to which the Parents may not object.</p>	<ol style="list-style-type: none"> 1. This article contains express stipulations on health management procedures to be implemented by baby care centers. 2. According to Article 4 of the <i>Protection of Children and Youths Welfare and Rights Act</i>, baby care centers must assist the parents in keeping children healthy, encouraging healthy physical and mental development, and providing the necessary services and measures. 3. Baby care centers are required to provide a daily record of children's physical and mental health status to help the parents better understand their child's developmental status and to discover and treat problems (such as fevers, drowsiness, loss of consciousness, etc.) in a timely manner. 4. The daily record must include the child's basic information, medical history, medications, food allergies, height, weight, head circumference, vaccination records, disease screening results (including reporting and tracking records), health issues, and follow-up records. 5. To ensure the health and safety of the child and its peers, in the event of a confirmed or suspected case of enterovirus, a statutory infectious disease, or other contagious disease, the child should stay home. In most cases, a doctor's note is not required, but the center may ask the parents to produce proof of diagnosis if necessary.
<p>VIII. Late pickups</p> <p>Unless a prior agreement is reached with the Center, the Parents must pick up</p>	<p>This article stipulates an overtime fee to prevent disputes arising from a failure on the part of the parents to pick up their</p>

<p>the Child by the end of the service hours indicated in Article 5, Subparagraph 3. Late pickups shall incur an overtime fee.</p>	<p>children by the end of the service hours for the day without prior consent, leading to overtime work on the caregivers' part.</p>
<p>IX. Child protection and care</p> <p>The Center obliged to act as a prudent administrator in safeguarding the Child and providing the appropriate care services.</p> <p>The Center shall notify the Parents or the designated pick-up person if the Child is still at the Center at closing time. In the event that the Parents are unreachable or refuse to pick up the Child, the Center shall immediately notify the emergency contact person in charge and investigate whether the Parents are in violation of Article 53 (the protection of children and juveniles) or Article 54 (vulnerable families) of the <i>Protection of Children and Youths Welfare and Rights Act</i>. If so, the Center shall refer the Child to the competent local social work authority in accordance with the law. A police report shall also be filed in the event of a missing person or an act of abandonment.</p>	<ol style="list-style-type: none"> 1. This article expressly stipulates baby care centers' responsibility to care for the children and the procedures to follow in the event that the parents fail to pick up their children by closing time and no emergency contacts can be reached. 2. The term "designated pick-up person" in this article refers to a person who has been designated by the parents to pick up their children. A designated pick-up person is not the emergency contact. An emergency contact will be contacted in the event that the parents cannot be reached in an emergency.
<p>X. The Parents' obligation to inform</p> <p>The Parents may not intentionally withhold or misrepresent information on the Child's special physical/mental health conditions (such as physical/genetic disorders or allergies to medication or food; see Appendix III: Children's Health Evaluation Form).</p> <p>In the circumstances described in the preceding paragraph, the Parents shall provide the Center with the necessary medication and supplies/equipment (including instructions for use).</p>	<ol style="list-style-type: none"> 1. This article contains express stipulations on the parents' obligations to inform. 2. The parents should inform the center if the child has any pre-existing conditions or special needs so that the center may take the necessary action in a timely manner and prevent harm to the child in case of emergency.
<p>XI. The Center's obligation to inform</p> <p>The Center shall inform the Parents who their primary caregiver(s) will be when the Parents hand over the Child.</p> <p>The Center shall duly notify the Parents in writing or through other text-based means of any changes in its responsible person, managers, primary caregivers (or substitute caregivers, if any), staff-to-child ratio, government-approved admissions quota, and service charges.</p>	<ol style="list-style-type: none"> 1. This article contains express stipulations on the center's obligations to provide information to the parents. 2. The center must duly notify the parents of any changes in its responsible person, caregivers, staff-to-child ratio, admissions quota, and service charges, because such changes could impact mutual trust between the parents and the center. 3. Owing to the fact that increasing

	<p>numbers of baby care centers are controlled by legal persons, it is mandatory that, if applicable, the center shall notify the parents of any change in the director of the controlling legal person.</p> <p>4. To ensure that the parents are informed of crucial information in a timely manner and to facilitate preservation of evidence in the event of litigation, notifications to the parents must be sent in writing or via email and/or text.</p>
<p>XII. Emergencies</p> <p>In case of an acute/severe illness, injury, accident, or other emergency, the Center shall immediately provide the appropriate care or treatment and shall notify the Parents or emergency contacts specified by the Parents (see Appendix IV: Emergency Treatment Waiver).</p> <p>If urgent medical intervention is required, the Center shall attempt to take the Child to a nearby medical institution specified by the Parents or, if no such specifications were made, to an appropriate medical institution that is close to the Center. However, Article 29 of the <i>Emergency Medical Services Act</i> shall take precedence.</p> <p>In the event that the aforementioned medical institution is unable to treat the Child, the Child shall be transferred to a suitable hospital recommended by the medical institution.</p> <p>The Center shall be liable for damages for violating the terms of this article.</p>	<p>1. This article expressly stipulates that the center must notify the parents or the emergency contacts specified by the parents should the child require immediate medical attention due to a fever, loss of consciousness, hemorrhage, illness, or injury. If the seriousness of the illness/injury calls for hospitalization, the center should transport the child to the hospital specified by the parents. However, the specified hospital must be an appropriate medical institution close to the center. Article 29 (transportation to the nearest medical institution) of the <i>Emergency Medical Services Act</i> will take precedence if the center chooses to file a report through the 119 emergency hotline. Furthermore, pursuant to the proviso of Article 36, Paragraph 1 of the <i>Emergency Medical Services Act</i>, in the event that the designated hospital is unable to provide the appropriate treatment, it should administer the necessary emergency care and then refer the child to a capable medical institution or report the case to the competent emergency command center for assistance. In the event the designated hospital is unable to treat the child, a responsible person of the center is required to accompany the child to another medical institution recommended by the hospital.</p> <p>2. This article clearly stipulates the</p>

	center's liability if it violates the provisions pertaining to emergency measures.
<p>XIII. Termination for a cause attributable to the Parent</p> <p>The Center may unilaterally terminate this Contract in any of the following circumstances:</p> <p>(I) The Parents fail to pay the necessary fees on time for ____ consecutive months [at least 2 months] following the Center's issuance of a payment reminder.</p> <p>(II) The Parents fail to deliver the Child to the Center in ____ separate instances [at least 3] without prior notice following the Center's issuance of a warning. However, an exemption may be granted if the circumstances are not attributable to the Parents.</p> <p>(III) The Parents (or the designated pick-up person) fail to pick up the Child from the Center by the end of the business day without prior notice in ____ separate instances [at least 2] or for ____ hours [at least 2] in any given month following the Center's issuance of ____ warnings [at least 2].</p> <p>(IV) The Parents knowingly conceal the fact that the Child has contracted enterovirus, a Ministry of Health and Welfare-recognized statutory infectious disease, or other contagious illness in ____ separate instances [at least 2].</p> <p>(V) The Parents knowingly conceal the Child's special physical/mental conditions or refuses to provide the necessary medications and supplies/equipment (including instructions for use), rendering it impossible for the Center to provide proper care.</p> <p>(VI) The Parents fail to make the necessary improvements when there is tangible proof that the Parents' conduct is severely impacting order,</p>	<ol style="list-style-type: none"> 1. This article expressly provides the grounds for contract termination for causes attributable to the parents. 2. The fees paid by the parents support the center in providing quality childcare services. If the parents fail to pay the necessary fees on time despite receiving a reminder of payment due from the center, the center may unilaterally terminate this contract. 3. If the parents (or the designated pick-up person) repeatedly fail to pick up the child from the center by the end of the business day for a set number of days in any given month without prior notice, the center may unilaterally terminate the contract. 4. Pursuant to the applicable disease prevention guidelines, children who contract enterovirus, a Ministry of Health and Welfare-recognized statutory infectious disease, or other contagious illness must be quarantined at home. If a parent knowingly conceals the child's illness and continues to send the child to the center (which may lead to the spread of disease to other children at the center), the center may unilaterally terminate the contract. 5. The center may also unilaterally terminate the contract if the parents knowingly conceal the child's special physical/mental conditions or refuse to provide the necessary medication and supplies/equipment (including instructions for use), rendering it impossible for the center to administer the proper care, or if the parents repeatedly refuse to comply with the safety and health regulations implemented by the center despite fair warning (e.g., refusing to wear a face mask or sanitize their hands while on campus, damaging public facilities, verbally insulting center employees).

safety, and sanitation at the Center.	
<p>XIV. Termination for a cause attributable to the Center</p> <p>The Parents may unilaterally terminate this Contract in any of the following circumstances:</p> <p>(I) The Center fails to make the necessary improvement in _____ days [at least 30 days] after the fair warning by the Parents following a change in the Center’s responsible person, managers, caregivers, staff-to-child ratio, admissions quota, service fees, care venue, buildings, facilities, equipment, service details, etc., which may negatively impact the rights and interests of the Child.</p> <p>(II) The Center fails to make the necessary improvements in _____ days [at least 10 days] of being given fair warning by the Parents following the occurrence of any of the following circumstances:</p> <ol style="list-style-type: none"> 1. The Center is negligent in its duties of caring for the Child. 2. The caregivers’ conduct or behavior is detrimental to the Child. <p>The Parents may immediately terminate this Contract should the Child be in imminent danger (such as child abuse or violence) or exposed to behavior that is detrimental to their physical and mental welfare at the Center.</p> <p>This Contract shall be terminated automatically should the Center go out of business or cease operations, in which event the responsible person shall immediately notify the Parents and assist them in transferring the Child to a different baby care center. The Parents may also seek the assistance of the competent municipal, county, or city government in placing the Child in a suitable childcare facility.</p>	<ol style="list-style-type: none"> 1. This article expressly provides the grounds for contract termination for causes attributable to the center. 2. If, after contract signing, the center makes a change in the service details or quality in a way that is inconsistent with the expectations of the parents or that negatively impacts the child’s rights and interests, the parents may unilaterally terminate the contract. 3. If the center is suspected of improper care, child abuse, or other unlawful conduct, the local government shall step in and launch an investigation. If the suspicions are verified, the center will be ordered to make the necessary improvements by a given deadline or have their license suspended for a predetermined period of time pursuant to the <i>Protection of Children and Youths Welfare and Rights Act</i>. In principle, the parents should give the center a period of time to make improvements if they find inadequacies or shortcomings in the center’s care through day-to-day observation and interaction, as long as the child is not in any imminent danger. The exact length of the improvement period may be negotiated between the two parties hereto. However, in any of the circumstances described in Paragraph 1, Subparagraph 2 herein, the center is obligated to make immediate improvements. The parents may unilaterally terminate this contract if the center fails to address the issue within 10 days of becoming aware of it. 4. In the event of a closure, Paragraph 3 requires the center’s responsible person to notify the parents in a timely manner and assist them in transferring the child to a different baby care center. The parents may also seek the assistance of the competent municipal, county, or city government in placing

	the child in a suitable childcare facility.
<p>XV. Termination for a cause unattributable to either party hereto</p> <p>Both parties may agree to terminate this Contract if it is rendered inexecutable for a reason unattributable to either party hereto.</p>	<p>This article clearly stipulates that both parties may agree to terminate the contract if it is rendered inexecutable for a reason unattributable to either party to the contract.</p>
<p>XVI. Termination by Parents at any time</p> <p>The Parents may unilaterally terminate this Contract at any time by giving the Center a ____-day notice. (The notice period shall be between 5 and 14 days. If not expressly indicated herein, the default notice period shall be 5 days.)</p>	<p>This article expressly stipulates that parents may unilaterally terminate the contract at any time by giving the center a 5- to 14-day notice.</p>
<p>XVII. Refund upon contract termination</p> <p>Should the Parents choose to terminate this Contract prior to its effective date, the Center shall issue a full refund of the registration fee within seven days of Contract termination.</p> <p>Either party hereto may terminate this Contract at any time during the trial period, and the Center shall, within seven days of Contract termination, issue a prorated refund to the Parents based on the actual days of service provided.</p> <p>The Center shall issue a prorated refund of the paid registration fee, monthly service fees, and food (including supplement) costs to the Parents within seven days of Contract termination for any reason described in Articles 13 through 15 herein.</p> <p>In the event that the Parents terminate this Contract in accordance with Article 16 after the trial period, the Center shall issue a refund to the Parents within seven days in accordance with the following regulations:</p> <p>(I) Registration fee:</p> <ol style="list-style-type: none"> 1. Termination within a month following the conclusion of the trial period: a 2/3 refund 2. Termination after a month but within two months following the 	<ol style="list-style-type: none"> 1. This article expressly stipulates that the parents may request a prorated refund from the center based on the actual days of service provided should the parents choose to terminate the contract during the trial period. 2. To simplify the refund process, if this contract is terminated for a reason described in Articles 13 through 15 herein, the center is obligated to issue a prorated refund in accordance with the same standards regardless of which party the termination is attributed to. 3. Refunds of monthly service fees shall be calculated on the basis of 30 days per month (including weekends and national holidays).

<p>conclusion of the trial period: a 1/3 refund</p> <p>3. Termination two or more months after the trial period: no refunds</p> <p>(II) Monthly service fees and food (including supplement) costs: a prorated refund based on the actual days of service provided</p> <p>(III) Insurance premiums: A prorated refund based on the number of months remaining, counting from the month following Contract termination.</p> <p>Refunds shall be calculated according to the period of service indicated on payment notifications and receipts. Prorated refunds shall be calculated on the basis of 30 days per month.</p>	
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XVIII. Refunds for leave

Should the Child be on extended sick leave for a period of five consecutive days or more (counting weekends and national holidays), the Center shall issue a prorated refund of food (including supplement) costs.

In the event that the Child is on sick leave for enterovirus, a Ministry of Health and Welfare-recognized statutory infectious disease, or other contagious illness, the Center shall issue a prorated average monthly fee of NT\$ _____ (no less than 40% of the average monthly service fee).

* Average monthly service fee = Regular monthly service fee + [Registration fee / 6 (months)]

1. This article expressly stipulates the standards for refunding money in the event of sick leave or leave taken due to infectious disease.
2. Extended sick leave is defined as sick leave of five consecutive days or more. This is based on industry convention with consideration given to the costs associated with food preparation borne by the center.
3. Similar to the stipulations listed in Article 17, Paragraph 6, refunds for extended sick leave must include weekends and national holidays. Because a child's sickness is out of their parents' control, for sick leave of five days or more across two (or more) months, the center should issue a refund in the final month of the sick leave period.
4. Food (including supplement) costs are charged on a monthly basis. If the center does not charge for food and supplements, no refund is required.
5. To safeguard the rights and interests of both parties to the contract, both the center and the parents should be responsible for following disease prevention guidelines and should share the associated costs. Refund standards in the event of enterovirus, statutory infectious diseases, and other contagious diseases are based on the cost-profit analysis in the 2017 report *Baby care center Cost Analysis Models*. In the report, caregiver salaries (variable cost) account for approximately 60% to 65% of a baby care center's total costs. However, in consideration of rising personnel costs and increasing benefits to ensure the retention of caregivers, this percentage is expected to gradually increase to 70% to 75% over the years. Therefore, the Ministry of Health and Welfare has adopted 75% cost structure and a 40% refund rate based on a consensus reached after seven meetings. Because baby care centers are considered to be

	<p>part of the public welfare sector, the refund rate was decided through consensus following multiple negotiations based on the professional opinions of accountants. The refund rate may be adjusted in the future in accordance with changing cost structures.</p> <p>6. To prevent cluster infections, children who contract a statutory infectious disease (such as COVID-19, influenza A, rubella, or dengue fever), other contagious disease (such as Scabies, bacterial gastroenteritis, and mycoplasma pneumoniae) are required to stay home. Although mild enterovirus infection (in contrast with severe enterovirus infection) is not categorized as a Ministry of Health and Welfare-recognized statutory infectious disease, this article expressly stipulates that baby care centers may refuse to provide care to children who have contracted the disease in order to safeguard other children under their care.</p>
<p>XIX. Exceptions for baby care centers contracted by the government</p> <p>Baby care centers contracted by municipal, county, or city governments may be exempt from the refund standards set forth under Article 6, Paragraph 1, Subparagraph 1, Item 5; Article 17; and Article 18 herein.</p>	<p>Because they receive funding from the government, baby care centers that are established by a municipal, county, or city government but run by a private company should not operate on the same refund standards that apply to private, for-profit baby care centers. Therefore, such baby care centers may be exempt from the refund standards set forth in this contract.</p>
<p>XX. Refund without contract termination</p> <p>Should parts of this Contract be rendered inexecutable due to a natural disaster, force majeure event, nationwide government mandate, or other reason unattributable to either party, the Center shall issue a refund to the Parents in the amount of NT\$ _____ per month (the amount may not be less than 50% of the average monthly service fee), prorated according to the period of service impacted.</p>	<p>1. This article provides express stipulations on suspensions of service due to natural disasters, force majeure events, nationwide government mandates, or other reasons unattributable to either party. In consideration of the two parties' obligations to comply with national policies, provisions on the fair and equitable calculation of refunds are also included as a means to safeguard the rights and interests of both parties hereto.</p>

<p>* Average monthly service fee = Regular monthly service fee + [Registration fee / 6 (months)]</p>	<p>2. This article only applies to nationwide government mandates, such as suspension of service due to a nationwide COVID-19 mandate. Therefore, this article does not apply to suspensions of service due to individual children contracting COVID-19 or enterovirus, in which case the provisions set forth under Article 18 apply.</p> <p>3. Pursuant to Article 17, Paragraph 6 of the contract, refunds of monthly service fees are to be calculated on the basis of 30 days per month. Therefore, the “period of service impacted” includes weekends and national holidays.</p>
<p>XXI. Breach of contract</p> <p>Either party hereto shall be liable for any damage caused to the other party due to violations of the terms set forth herein.</p>	<p>A party who suffers a loss due to the other party’s breach of contract may seek damages in accordance with the law.</p>
<p>XXII. Complaints</p> <p>The Center shall appoint a dedicated person to handle complaints filed by the Parents.</p> <p>The Center shall cooperate and participate in the event that an official complaint or mediation request is filed by the Parents.</p>	<p>1. Baby care centers are required to provide a channel for accepting and handling consumer disputes in accordance with Article 43 of the <i>Consumer Protection Act</i>: “When a consumer dispute arises between consumers and traders relating to goods or services, consumers may file a complaint with the traders, consumer advocacy groups, or consumer service centers or their branch offices. Traders shall properly handle consumer complaints within 15 days.”</p> <p>2. To prevent litigation, baby care centers are required to send representatives to attend mediation meetings in accordance with Article 44 of the <i>Consumer Protection Act</i>: “If the consumer complaints referred to in [Article 43] are still not properly responded to, mediation can be made with the consumer dispute mediation commission of the municipal governments or the county (city) governments.”</p>
<p>XXIII. Jurisdiction</p>	<p>Pursuant to Article 24 of the <i>Code of</i></p>

<p>Both parties hereto agree to designate the Taiwan _____ District Court as the court of first instance. However, the provisions pertaining to jurisdiction set forth in Article 47 of the <i>Consumer Protection Act</i> and Article 436-9 of the <i>Code of Civil Procedure</i> shall not be precluded.</p>	<p><i>Civil Procedure</i>, parties may, by agreement, designate a court of first instance to exercise jurisdiction. However, the provisions pertaining to jurisdiction set forth in Article 47 of the <i>Consumer Protection Act</i> and Article 436-9 of the <i>Code of Civil Procedure</i> take precedence.</p>
<p>XXIV. Personal data protection</p> <p>Pursuant to the <i>Personal Data Protection Act</i>, the Center shall be responsible for maintaining confidentiality in collecting, processing, and using the personal data belonging to the Child and the Parents. Except with the Parents' prior written consent, the Center may not disclose or use such data for a purpose not expressly provided in the Contract. This clause shall remain in effect after the end of contract.</p>	<p>Protection of personal privacy and data is a fundamental human right. Therefore, the center and its responsible person, caregivers, and employees must protect the privacy and personal data belonging to the parents and the child.</p>

2. Prohibited Provisions

Provisions	Notes
1. The contract may not include stipulations that require the parents to waive the review period.	Pursuant to Article 11-1 of the <i>Consumer Protection Act</i>
2. The contract may not include stipulations that allow the center to assess fees not listed under Article 6 herein or enable the center to raise prices or assess a surcharge.	To safeguard the rights and interests of parents and prevent disputes arising from unfounded surcharges and price hikes, the center is prohibited from assessing additional fees.
3. The contract may not include apparently unlawful or unfair stipulations, obligations, or restrictions.	Pursuant to Article 71 of the <i>Civil Code</i> and Article 12 of the <i>Consumer Protection Act</i>
4. The contract may not contain stipulations that the center may unilaterally amend the contract following signing.	To safeguard the rights and interests of the child and the parents, the center may not unilaterally amend the contract following signing.
5. The contract may not contain wording that allows the center to disclaim any liability in relation to the child's death, injuries, acute/serious illness, or other emergencies.	To safeguard the rights and interests of the child and the parents, the center must provide adequate care throughout the period of service and may not disclaim any responsibility arising from the contract.
6. The contract may not contain liability waivers for intentional or negligent actions by the center or any of its employees.	Baby care center employees are obligated to provide the appropriate care to children in their charge. As such, the center may not claim exemption from any liability pertaining to infringement on the child's life, health, and other rights and interests attributable to the center (including labor shortage).
7. The contract may not contain stipulations that exclude any advertised claims or verbal agreements between the two parties from the contract, nor may the contract contain wording that suggests or indicates that promotional materials are for reference only.	To prevent consumer disputes, baby care centers are prohibited from excluding any advertised claims or verbal agreements from the contract (Article 22 of the <i>Consumer Protection Act</i> and Article 153 of the <i>Civil Code</i>).

Appendix I (Article 1) Photocopy of certificate of registration (provided by the Center)

Appendix II (Article 6) Fee Assessment and Refund Standards (provided by the Center)

Appendix III (Article 10) Children's Health Evaluation Form

Children's Health Evaluation Form

Name of the Child: _____ Blood type: _____

National ID number: _____ Sex: _____ Date of birth: ____/____/____ (mm/dd/yyyy)

Name of father: _____ Contact number: _____ Mobile: _____

Name of mother: _____ Contact number: _____ Mobile: _____

Legal guardian: _____ Contact number: _____ Mobile: _____

To ensure quality service and facilitate the Center's performance of its duties, the Parents are advised to provide the following information in detail:

Health conditions:

(1) Allergies: No Yes: _____

(2) Allergy type: Food: Medication:
 Animals: Pollen Dust mites Other:

(3) Pre-existing conditions: No Yes: (Asthma Epilepsy G6PD deficiency
 Heart disease Urticaria Chronic bronchitis Atopic dermatitis Febrile convulsions Chronic otitis media
Down syndrome Premature birth Cerebral palsy
 Developmental delays Autism ADHD Hearing impairment Visual impairment
 Other:

(4) Dietary restrictions: No Yes: _____

(5) History of surgery: No Yes, illness: _____; instructions to Caregiver: _____

(6) Other health conditions: _____

Signature of the Parents:

Date:

Appendix IV (Article 12) Emergency Treatment Consent

Emergency Treatment Consent

We, _____, as the parents of _____ (“my child”), hereby acknowledge that during the period of service, the baby care center (“Center,” name: _____, address: _____) may contact us or our designated emergency contact(s) should our child sustain/experience an acute/severe illness, injury, accident, or other emergency. If urgent medical intervention is required, the Center will attempt to take our child to a nearby medical institution specified by us or, if no such specifications were made, to an appropriate medical institution that is close to the Center. However, Article 29 of the *Emergency Medical Services Act* shall take precedence. In the event that the specified medical institution is unable to provide the appropriate treatment, the Center shall transfer the child to the hospital recommended by the medical institution or another suitable hospital.

1. Parents: (Name, relationship to the Child, and contact number)
2. Emergency contact: (Name, relationship to the Child, and contact number)
3. The Parents have / have not specified the following hospital as the designated medical institution: (Name of hospital, address, and telephone number)

Signatures of the Parents:

Date: