

TabiTots Founding Partner Agreement

Effective date: _____

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Parties. This agreement is made between **Sisu Software OY** ("TabiTots"), a Finnish limited liability company with registered office at Sorakatu 9 A 75, 20730 Turku, Finland, Y-tunnus 3602239-1, and the Partner identified below ("Partner").

Partner legal entity: _____

Partner address: _____

Background. TabiTots operates a booking platform that connects internationally visiting families with Japanese providers willing to host their children for short stays. Partner wishes to join the platform as a Founding Partner under the terms below.

1. Founding Partner status and term

Founding Partner status begins on the **Founding Partner clock start date** — defined as the **later of (a) the effective date of this agreement, or (b) the public launch date of the TabiTots parent application in Partner's market** — and continues for **24 months** from that date. Partner is listed with a Founding Partner badge on its profile and receives priority placement during TabiTots's public launch period.

Public launch date. For purposes of this agreement, "public launch date" means the date on which the TabiTots parent application is publicly available in Partner's market and able to confirm real bookings from non-Partner parents.

The Founding Partner cohort is closed to new entrants on the earlier of: (a) the **first 100 partners** to sign a Founding Partner agreement with TabiTots, or (b) **90 days from the public launch date of the TabiTots parent application**. This agreement is offered inside that window.

Multi-location chains. If Partner operates multiple locations under one legal entity, Founding Partner terms apply to a **maximum of three (3) locations per legal entity**. The three covered locations are listed in Schedule A to this agreement; additional locations operated by Partner may join TabiTots at the standard commission rate under separate standard agreements.

2. Commission and JCT

TabiTots charges Partner a commission of **8% on the booking value for the duration of Founding Partner status under Section 1 (24 months from the Founding Partner clock start date)**, then **12%** for any bookings settled in month 25 onward. The standard non-Founding-Partner rate is **12%** from day one.

Stripe payment-processing fees are built into the price the parent pays at checkout. They are **not deducted from Partner's share**.

Extension and late-pickup fees. Each Partner sets its own **extension rate, per 30 minutes, for each program**, through TabiTots. A parent may arrange a **paid extension** in advance, up to the program's stated closing time, charged at that rate. Where a parent collects the child later than the booked (or extended) pickup time, TabiTots charges the parent a **late-pickup fee** calculated from the same per-30-minute rate: the first **15 minutes** are a grace period (no charge); past 15 minutes the fee is **prorated per minute, subject to a 30-minute minimum** (billable minutes = the greater of 30 and the minutes late), at **1.5x the per-30-minute rate**. Partner sets the underlying rate; the 1.5x late-fee multiplier is set by TabiTots and is not Partner-adjustable. The fee compensates Partner's caregiving staff for the additional time, is collected by TabiTots from the parent's payment method, and **settles to Partner like ordinary booking revenue** — remitted via Stripe Connect on the same payout cadence, with TabiTots's commission taken as the platform fee at the rate in force under this Section 2 (8% during the Founding Partner period; 12% thereafter) and the Stripe processing fee borne by Partner's side, exactly as for a normal booking.

Renewal review. TabiTots commits to initiating a written conversation with Partner in month 23 of this agreement to discuss terms applicable from month 25 onward. This is a guaranteed review conversation, not a guaranteed extension of the 8% rate or any loyalty discount.

Referral reward. TabiTots operates a partner-referral program. For each qualifying provider Partner refers that newly joins TabiTots and goes live — passing verification and completing Stripe onboarding, and not having already signed with TabiTots before the referral — TabiTots adds **2 months at the 8% rate** to Partner's Founding Partner window under Section 1. TabiTots may modify or discontinue this program on notice; rewards already earned will be honored.

Japanese consumption tax (JCT). Commission charged by TabiTots is **exempt from Japanese consumption tax (foreign-provided service)**. Sisu Software OY is a foreign business not registered as **適格請求書発行事業者**. If TabiTots crosses the JCT registration threshold or voluntarily registers in the future, TabiTots will notify Partner and reissue invoices in JCT-inclusive form from the registration date.

2.5 Partner's representations

Partner represents and warrants to TabiTots, as of the effective date, that:

1. **Eligibility.** Partner operates a school, childcare facility, or kid-experience programme in one of the following Direct Admission categories in Japan: 認可外保育施設 (muninka), 認証保育所 (ninshō), 私立幼稚園 (Private Yōchien), インターナショナルスクール (including 各種学校 and similar regulatory variants), プリスクール/プレスクール, 一時預かり施設/託児所, 学童保育, or a lessons, enrichment, or academic-tutoring programme (そろばん, 書道, 茶道, 華道, music, specialty sports, dance, coding / STEM, or academic tutoring such as 学習塾 / 英会話).
2. **Authority and capacity.** Partner has the legal authority and corporate power to enter into and perform this agreement, and the person signing on Partner's behalf is duly authorised to do so.
3. **Compliance with law.** Partner is in material compliance with all Japanese laws and regulations applicable to its operations, including any licensing, registration, or inspection requirements for its category.
4. **Documentation accuracy.** All documentation Partner provides to TabiTots under Section 8 — including the entity verification document, the independent third-party verification document, and the signed Partner Safety & Operations Declaration — is true, accurate, and complete as of the date provided.

A material misrepresentation under this section entitles TabiTots to terminate this agreement immediately on written notice and to remove Partner's listing from the platform without the 30-day notice period in Section 13. Bookings already confirmed and scheduled at the time of termination may, at TabiTots's option, be honoured or refunded to the parents at Partner's cost.

3. Payouts

Payouts are made **per booking via Stripe Connect**, following Stripe Japan's standard payout cadence, **subject to Stripe's processing cadence and any holds, reviews, or delays that Stripe applies**. Funds collected from parents are **collected and custodied by TabiTots's regulated payments partner (Stripe)**, not taken into TabiTots's own accounts; **TabiTots is not a money-remittance or deposit-taking business**. TabiTots is not liable for delays caused by Stripe's compliance, KYC, fraud-review, or dispute processes.

Stripe Connect KYC — required to accept bookings and be paid, not to list. Verified status (passing TabiTots's verification under Section 8) makes Partner's listing **visible** to parents on the TabiTots application, and Partner may **receive booking requests** with no payment setup. Completing Stripe Connect onboarding (KYC) is required to **accept (confirm) a booking and to be paid** — a booking is confirmed, and the parent charged, **only once Partner is able to receive payment**. Until Partner completes payment setup, a booking request for Partner stays pending and, if not accepted within the request window, lapses like any unaccepted request; no parent is charged for a request that is never confirmed. Partner agrees to begin KYC promptly on signing this agreement so that it can accept bookings by the public launch date. TabiTots does not hold parents' funds pending Partner's onboarding.

4. Payment (when the parent's card is charged)

When a booking is confirmed, TabiTots saves the parent's payment card; **nothing is charged or held at confirmation**. TabiTots then charges the saved card **at the moment the free-cancellation window closes**:

- For **auto-confirmed bookings** (see Section 5), the charge fires when the free-cancellation window closes — **at Partner's cancellation cutoff before that day's scheduled drop-off: 24 hours, 3 days, or 7 days as Partner sets in its TabiTots settings (24 hours unless Partner has selected a longer cutoff)**.
- For **request-tier bookings** (see Section 5 — any booking placed inside Partner's request window), the charge fires at **booking confirmation**, i.e. upon Partner's acceptance.

The charge does not depend on Partner confirming drop-off. **Partner is paid for every booking that enters the charged state**, regardless of whether the child is actually dropped off — except for a day on which Partner refuses the child at drop-off **because the child cannot be safely settled**, which is refunded to the parent and unpaid to Partner (see Section 6). An acute-symptom refusal is paid to Partner in full and is not refunded.

Multi-day bookings. The charge follows the shape of the selection (see Section 5). A **continuous run** (consecutive days, booked together) is one booking unit and is **charged as a single charge at Partner's cancellation cutoff before the run's first drop-off** (a run whose first day falls inside Partner's request window is charged at booking confirmation, upon Partner's acceptance). **Gapped days** are independent single-day bookings, each charged independently, at Partner's cancellation cutoff before that day's drop-off time. Payouts are unaffected by how the charge was grouped: each day's payout settles on Stripe Japan's standard payout cadence under Section 3, the same as any single-day booking; how the charge is grouped does not change when each day's payout settles.

Charge failure. If a charge fails through Stripe's retry cycle and TabiTots auto-cancels the booked day (or, for a continuous run charged as a single charge, the run) as a result, this is treated as a payment-system event and not a Partner default. Partner is not penalised and the auto-cancellation does not count against Partner's metrics; however, Partner is not paid for the cancelled day(s), since the service did not take place.

5. Bookings, acceptance modes, and quiet hours

Bookings are placed by parents through the TabiTots application and routed to Partner under Partner's **acceptance mode**. Partner is in exactly one of two modes at any time — **Review** (the default) or **Instant** — set through TabiTots and changeable by Partner at any time; a mode change applies to new bookings only.

- **Review (the default)**. Visits booked **48 hours or more in advance** are **auto-confirmed**. Partner has a **24-hour window from booking confirmation to veto the booking on safety grounds**, without penalty; **the parent is never charged before this veto window closes** (where Partner's cancellation cutoff under Section 4 would otherwise fall earlier, the charge is held until the veto window closes), so a veto releases the saved card and never requires a refund. Beyond the window, the booking is locked. Visits booked **less than 48 hours in advance** are sent to Partner as an **explicit request** with a **2-hour response timer**: Partner accepts or declines within the timer, and acceptance confirms and locks the booking (no veto window applies to an accepted request). If Partner does not respond, the request expires and the parent is not charged.
- **Instant**. Visits booked **24 hours or more in advance** that meet Partner's published booking requirements are **auto-confirmed and final**; no veto window applies. Visits booked **less than 24 hours in advance** are sent as explicit requests with the 2-hour response timer, as above.
- **In both modes, no bookings are accepted under 3 hours of lead time** to the booked drop-off time.

Multi-day bookings. A parent may book Partner for multiple days — consecutive or not — in a single checkout. The booking unit follows the shape of the selection. A **continuous run** (consecutive days, booked together) is **one booking unit**: it is reserved against Partner's capacity for each of its days, and the parent may cancel it free of charge **only as a whole**, up to Partner's cancellation cutoff before the run's **first** drop-off; past that point the entire run is locked and non-refundable. Single days cannot be removed from a run at any time — to drop a middle day while the run is still cancellable, the parent cancels the run and rebooks the remaining pieces. **Gapped days are independent single-day bookings**: each follows Partner's acceptance mode above based on its own lead time, may be cancelled by the parent free of charge up to Partner's cancellation cutoff before that day's drop-off, and is charged on its own under Section 4. Where a selection mixes both (e.g. Monday–Wednesday plus Friday), each consecutive stretch forms its own run and stand-alone days remain single-day bookings. Cancelling one gapped day, or a drop-off refusal on any day, does not affect the parent's other booked days or runs. There is no fixed limit on the number of days, or on how far in advance, a parent may book.

Overnight quiet hours. The 2-hour response timer for the explicit-request tier **pauses from 21:00 to 08:00 Japan Standard Time**. A request received at 02:00 JST does not begin counting down until 08:00 JST. Partner is not expected to respond to requests overnight.

Partner sets its own capacity, hours, age range, accepted dates, and program details via TabiTots.

6. Cancellation

Parents may cancel free of charge up to **Partner's cancellation cutoff before the booked drop-off time — 24 hours, 3 days, or 7 days as Partner sets in its TabiTots settings (24 hours unless Partner has selected a longer cutoff)** (for a continuous run of consecutive days, up to that same cutoff before the run's **first** drop-off, whole-run only — see Section 5) and receive a full refund.

After that cutoff, **no refund is given for any reason** — including illness, family emergency, or no-show. Partner is paid in full for every booking that enters the no-refund window, regardless of whether the child attends. This applies to bookings cancelled by the parent in any form, no-shows, and any other circumstance other than a service failure (see Section 7) or a drop-off refusal by Partner on cannot-be-safely-settled grounds (see below).

Platform terms govern. The cancellation, refund, late-fee, and extension terms in this agreement and in the TabiTots application govern every booking made through TabiTots. Any separate enrolment, tuition, refund, withdrawal, make-up, or late-payment policy that Partner maintains for its own directly-enrolled families does **not** apply to, and is not enforceable against, families who book through TabiTots; nor may Partner charge, invoice, or collect any such amount from a TabiTots family outside the TabiTots application.

Weather and natural-disaster cancellations. Where the Japan Meteorological Agency (気象庁) issues a warning that causes Partner to cancel operations for safety reasons — including, without limitation, typhoon closure (暴風警報), blizzard closure (大雪警報), or an extreme-heat closure ($\geq 35^{\circ}\text{C}$ with school closure) — the affected booking is treated as a **Partner-operational cancellation**: the parent receives a full refund and Partner is not paid for the cancelled day. Partner's mandated emergency protocols under Japanese law govern the operational response; TabiTots does not duplicate or override them. A parent-unilateral weather cancellation made while Partner is still operating remains subject to the cancellation-cutoff rule above.

Partner refusal at drop-off — acute symptoms. Partner may refuse to accept a child at drop-off if the child presents acute symptoms that make safely participating in the visit unsuitable — for example: fever of 37.5°C or above, vomiting, or suspected contagious symptoms (e.g. visible rash, head lice, etc.). A refusal under this paragraph is treated identically to a parent cancellation under the cancellation-cutoff rule above: **the parent receives no refund and Partner is paid in full**. Partner reports each such refusal to TabiTots promptly, with a brief description of the symptoms observed.

Partner refusal at drop-off — child cannot be safely settled. Partner may also refuse to accept a child at drop-off where the child cannot be safely settled into Partner's normal group activities — for example: severe distress that does not subside after a reasonable settling period, conduct that poses a safety risk to the child or to other children, or behavioural needs that

exceed what Partner can support safely within the booked group session. Where Partner refuses under this paragraph, **the parent receives a refund of that day's charge, less the non-returnable payment-processing fee, and Partner is not paid for the refused day.** Partner reports each such refusal to TabiTots promptly, with a brief description of the circumstances observed. The TabiTots-categorised refusal summary and TabiTots override paragraphs below apply to refusals under this paragraph on the same terms as to acute-symptom refusals.

Multi-day bookings — per-day refusal. A drop-off refusal under either of the two paragraphs above on any single booked day does **not** cancel the parent's remaining booked days; those days continue as booked and the parent may resume drop-off on a subsequent day. Each refused day follows its own ground under the refusal paragraphs above (acute-symptom: paid to Partner, not refunded; cannot be safely settled: refunded to the parent, unpaid to Partner); the parent's other booked days are unaffected. Where a child is refused on **three or more consecutive booked days** with the same Partner on acute-symptom grounds, TabiTots may, at its discretion, offer a goodwill credit or partial refund. Such discretion is operational, case-by-case, and not a contractual entitlement of either Partner or the parent.

TabiTots-categorised refusal summary. Where Partner refuses drop-off under either of the two refusal paragraphs above, Partner provides its explanation by reply email to TabiTots. TabiTots categorises the refusal (e.g. fever, vomiting, suspected contagious symptoms, child could not be safely settled, other); the parent sees the categorised summary alongside TabiTots's standard policy framing. Partner's free-text reply is not shown to the parent.

TabiTots override. A parent who believes Partner's refusal call was wrong may request a review by TabiTots with supporting evidence. The default position holds Partner's call; an override is issued only where TabiTots, acting reasonably, concludes that Partner misjudged. Where an override is issued on an **acute-symptom** refusal, the parent is refunded (net of the non-returnable payment-processing fee) and the refunded amount is clawed back from Partner's next payout per Section 7. On a **cannot-be-safely-settled** refusal the parent has already been refunded, so an override does not move money; it reclassifies the refusal as an operational failure on Partner's service record and removes the refusal from the parent's account record. A pattern of override-supporting findings against Partner is grounds for termination under Section 13.

7. Service-failure refunds and clawback

In rare cases where a service issue occurs that prevents the booking from being delivered as agreed — for example, Partner being unable to provide the booked service on the day, or a safety problem during the visit — TabiTots may issue a refund to the parent. Because such a refund stems from Partner's inability to deliver the booked service, the parent is refunded the **full day's charge**, and the **payment-processing fee is borne by Partner** (it is not netted from the parent's refund).

If Partner has already received payout for the affected booking when the refund is issued, **Stripe will deduct the refunded amount from Partner's next payout.** If no further payout settles within 30 days of the refund, **TabiTots will invoice Partner directly** for the refunded amount, payable within 14 days.

Service-failure refunds are kept operationally separate from the cancellation policy in Section 6: parent cancellations inside the no-refund window, no-shows, and acute-symptom drop-off refusals always pay Partner in full; a cannot-be-safely-settled drop-off refusal under Section 6 is simply unpaid for the refused day (the parent is refunded and no payout is made, so nothing is reversed); service-failure refunds and refusal-override clawbacks under Section 6 are the only paths by which a payout already made can be reversed.

For the avoidance of doubt, a drop-off refusal under Section 6 — whether on acute-symptom grounds or because the child could not be safely settled — is not a service failure under this Section 7. An acute-symptom refusal triggers no refund and no clawback (except where TabiTots issues an override under Section 6); a cannot-be-safely-settled refusal is refunded under Section 6 itself, and no clawback arises because no payout is made for that day.

8. Partner's obligations

Partner agrees to:

- **Provide and maintain on file with TabiTots the following three verification documents:**

1. **Entity verification** — one of: 履歷事項全部証明書, 登記事項証明書, or 開業届 (for sole proprietors / 個人事業主).
2. **One independent third-party verification document.** Any one of the following, whichever fits Partner's category and is currently in force: (a) the most recent local-authority inspection report within the past 12 months (立入調査結果 for 認可外保育施設 / 認証保育所 / プリスクール / 一時預かり; 学校評価書 or equivalent for 私立幼稚園); (b) 各種学校設置認可書 plus the most recent review, for 各種学校 international schools; (c) an internationally recognised school accreditation certificate (e.g. CIS, NEASC, WASC, ECIS, JCIS, IB, or similar) currently in force; (d) for 学童保育 facilities and lessons / enrichment / tutoring programmes (そろばん, music, coding / STEM, 学習塾, and similar), a current accreditation, registration, or affiliation certificate from a recognised governing body; or (e) a current 賠償責任保険証券 (liability insurance certificate) covering Partner's operations, where no document from (a)–(d) is available. Where Partner relies on a renewable document such as a 立入調査結果 or an annually-renewed insurance certificate, Partner refreshes the document on file with TabiTots so that the document remains current. *New-facility fallback:* a Partner operating a 認可外保育施設 or 一時預かり事業 for less than twelve months and not yet inspected by the local authority may temporarily substitute a 設置届 bearing the municipality's 受理印 for this requirement, until the first 立入調査結果 is issued; that report then replaces the 設置届 on file.

3. **Signed Partner Safety & Operations Declaration / 運営・安全に関する誓約書** — in the one-page form TabiTots provides. Partner signs and may optionally affix its hanko (inkan).

- Maintain current first-aid / CPR certification for all caregiving staff.
- Honor all confirmed bookings; if unable, notify TabiTots as soon as possible.
- Comply with TabiTots's pickup-handover protocol: only release a child to an adult who has completed TabiTots identity verification and whom Partner has confirmed, in TabiTots, matches the verified photo on file.
- Communicate with parents only through the TabiTots-provided channels (direct contact with TabiTots and, where available, the in-app booking thread for a confirmed booking); not contact parents outside those channels; not exchange or solicit direct contact details with parents; and not share parent contact details with any third party.
- Use the in-app booking thread only for booking logistics and urgent or emergency communication; not use it to request or arrange any payment, late fees, additional charges, tips, or discounts, to negotiate or agree an extension, additional day, or any other change to the booked service that would change what the parent owes or shift payment outside the TabiTots application, or to solicit off-platform booking or payment. Coordinating an earlier pickup at no additional cost to the parent is permitted. All payments and all booking changes (other than an earlier pickup at no additional cost) are made only through the TabiTots application (with TabiTots's help where needed); misuse of the thread may result in suspension or removal from the platform.
- Complete Stripe Connect KYC promptly on signing this agreement.
- **Severe-allergy capability.** Where Partner indicates in its program settings that it accepts children with severe allergies (`acceptsSevereAllergies: true`), Partner confirms that its caregiving staff are trained in the administration of an epinephrine auto-injector and in the recognition of anaphylaxis. Where Partner has not indicated this capability, the TabiTots application blocks bookings for children whose attested allergy profile includes a severe allergy.
- **Emergency rescue medication.** Where a parent has, through TabiTots, given explicit consent for a specific child and identified that child's own emergency rescue medication — an adrenaline (epinephrine) auto-injector for anaphylaxis, or a prescribed reliever inhaler for an acute asthma episode — Partner's trained staff may administer that medication in a genuine emergency, acting in good faith and following the parent's stated instructions, where immediate action is needed and summoning emergency services is not a sufficient substitute. Calling emergency services (119) and seeking professional medical help always take precedence and must not be delayed; the medication must be the child's own, in date, and supplied by the parent; and whether to administer is at the reasonable discretion of the responsible staff, with nothing requiring staff to administer where they judge it unsafe. Partner does not administer routine or scheduled medication.
- **Vaccination policy.** Where Partner indicates in its program settings that it requires children to be vaccinated (`requiresVaccination: true`), the TabiTots application blocks bookings where the parent's self-attestation submitted at booking is not "fully vaccinated". Partner relies on the parent's self-attestation submitted through the TabiTots application; no documentary proof is required from the parent under this requirement. Where Partner has not indicated this requirement, vaccination status does not affect booking acceptance.
- **Special-education / one-to-one support capability.** Where Partner indicates in its program settings that it accepts children who need special-education or one-to-one caregiving support (`acceptsSpecialNeeds: true`), Partner confirms that its caregiving staff are trained and resourced to provide that support safely within the booked group session. Where Partner has not indicated this capability, the TabiTots application blocks bookings for children whose parent-attested profile indicates a need for one-to-one or special-education support. TabiTots is drop-in group care for children who can take part in Partner's normal day; this clause is a capability gate that lets Partner control whom it accepts, and TabiTots does not hold itself out to parents as a provider of special-needs care.
- **Toilet-training requirement.** Where Partner indicates in its program settings that it requires children to be fully toilet-trained / out of diapers (`requiresToiletTrained: true`), the TabiTots application blocks bookings where the parent's self-attestation submitted at booking indicates the child is not fully toilet-trained / out of diapers. Partner relies on the parent's self-attestation submitted through the TabiTots application; no documentary proof is required from the parent under this requirement. Where Partner has not indicated this requirement, toilet-training status does not affect booking acceptance.
- **Lost-child protocol — zero tolerance.** In the event a child wanders off premises, becomes separated from staff, or is otherwise unaccounted for during a visit, Partner immediately escalates in parallel to: (i) 110 (police); (ii) 119 (emergency services); (iii) TabiTots via the emergency contact channel under Section 9; and (iv) the child's parent. TabiTots reviews the incident immediately and may suspend Partner from the platform if warranted, regardless of whether the child is recovered.
- **Late-pickup logging and notification.** Partner logs the actual pickup timestamp in TabiTots, or by contacting TabiTots. Where a parent has not arrived within **30 minutes** of the booked pickup time, Partner notifies TabiTots so that TabiTots may engage the parent-unreachable escalation.
- **Mandatory-reporter coordination.** Partner acknowledges its obligation as a mandatory reporter under **児童虐待防止法** (see Section 16) and coordinates with TabiTots for translation, documentation, and operational support when making a report.

8.5 Intellectual property and content licensing

Partner-supplied content. Partner grants TabiTots a non-exclusive, royalty-free, worldwide licence to use, reproduce, display, adapt, and distribute the photos, videos, programme descriptions, schedules, FAQs, and other content that Partner supplies for its listing on the TabiTots platform, solely for: (a) operating Partner's listing and the TabiTots platform; (b) marketing and promoting TabiTots (app stores, website, social media, press, printed collateral); and (c) compiling anonymised case studies and aggregate platform metrics. This licence runs for the term of this agreement and for **two (2) years after termination**, after which TabiTots will use reasonable efforts to remove Partner-supplied content from future marketing, while retaining the right to keep using historical materials already distributed (printed collateral, archived web pages) without further obligation.

Partner warranty. Partner warrants that it owns or has all rights necessary to grant the licence in this section, including with respect to any persons depicted in photos or videos. **Children's images require prior parental consent obtained by Partner before submission**; Partner indemnifies TabiTots against any claim arising from missing or defective consent.

FAQ and informational content — accuracy and editorial control. Where Partner supplies answers to listing FAQs or other informational content shown to parents through the TabiTots application, Partner is responsible for the accuracy of that content and warrants that it is not false or misleading. Such content is informational only: it does not vary, override, or add to the terms of this agreement or to TabiTots's published policies (including those on cancellation, refunds, payment timing, and drop-off refusal). Where Partner-supplied content conflicts with this agreement or those policies, this agreement and those policies control, and Partner remains bound by them regardless of what its content states. TabiTots may, at its discretion and without notice, edit, decline to publish, or remove any Partner-supplied FAQ or informational content — including content on topics that TabiTots handles directly rather than through per-partner answers — to maintain accuracy, consistency, and policy alignment across the platform.

TabiTots-owned material. TabiTots retains all rights in the TabiTots brand, wordmark, app, website, content, and platform features. Partner may use the TabiTots name and the Founding Partner badge to identify its participation in the programme but acquires no other rights in TabiTots material.

9. TabiTots's obligations

TabiTots agrees to:

- Operate the platform; list Partner's profile with photos, program details, and FAQs supplied by Partner; mediate all parent-Partner communication directly and, where available, via the in-app booking thread.
- Process payments and remit Partner's share per Section 3.
- Require parents and nominated guardians to complete TabiTots identity verification before a booking is confirmed and before a child may be released at pickup. TabiTots identity verification consists of a government-issued photo ID and a selfie submitted through the TabiTots application and reviewed by the TabiTots team within a reasonable period. At drop-off and pickup, TabiTots makes the on-file verified photo and name available to Partner, by such mechanism as TabiTots makes available, so Partner's staff may visually confirm identity before releasing the child.
- Provide customer support, refunds, disputes, and parent-side language support in TabiTots's then-current supported languages (at the effective date: Japanese and English) during TabiTots's published support hours. Partner is not involved in the parent-facing back-and-forth.
- Provide an emergency contact channel for Partner. During TabiTots's published support hours (09:00–21:00 JST), TabiTots is available for same-day response. Outside those hours, Partner may leave an urgent message via the same channel for response as soon as practicable. Partner's first call in any Tier-1 incident (lost child, serious injury, suspected child abuse, parent unreachable past closing, police or 119 incident at Partner's premises) remains to 110 (police), 119 (emergency services), and the relevant statutory authority.

10. Mediation model

TabiTots mediates all parent-Partner communication. Such communication takes place only through channels TabiTots provides and operates: (a) direct communication with TabiTots; and (b) where TabiTots makes it available, an in-app, booking-scoped message thread between the parent and Partner for the logistics of a specific confirmed booking.

No exchange of contact details. Parents do not see Partner's phone number, email address, or contact-person name through the TabiTots application, and Partner does not see the parent's phone number, email address, or home address, except where disclosure is required by law, court order, or lawful request from a competent authority, or where TabiTots reasonably believes disclosure is necessary to address an imminent safety risk or to respond to an insurance or safeguarding investigation. The in-app booking thread does not reveal either party's contact details; TabiTots may automatically detect and redact phone numbers, email addresses, messaging-app handles, and similar contact information from messages.

Operation of the in-app thread. The booking thread becomes available only once the booking can no longer be cancelled for free — when the free-cancellation window closes (the same point at which the parent's card is charged) — and remains available until a reasonable window after the booked pickup time. While the booking can still be cancelled for free, the thread is not available. TabiTots routes, stores, and may monitor messages in the thread, and may filter, redact, disable, or remove the thread or any message at its discretion to maintain safety, accuracy, privacy, and policy alignment. The thread

supplements, and does not replace, direct contact with TabiTots: disputes, drop-off refusals, policy questions, and emergencies are handled directly with TabiTots and the emergency-contact channel under Section 9, not the booking thread.

Prohibited use of the booking thread. The booking thread is for coordinating the logistics of the confirmed booking and for urgent or emergency communication. It must **not** be used to: request or arrange any payment, tip, deposit, additional charge, late fee, or discount; negotiate or agree an extension, additional day, schedule change, or any other change to the booked service that would change what the parent owes or shift payment outside the TabiTots application; arrange payment outside the TabiTots application; or solicit off-platform booking or contact. **Coordinating an earlier pickup at no additional cost to the parent is permitted in the thread** — the parent's booked amount is charged at the close of the free-cancellation window (see Section 4), so an earlier pickup cannot shift money outside TabiTots in the way an extension or added day could. **All other payments and all other changes to a booking are made only through the TabiTots application** (with TabiTots's help where needed). TabiTots monitors the thread; misuse results in a warning, and repeated or serious misuse may result in suspension or removal from the platform.

Partner's operational queries outside an active booking go through the in-app TabiTots thread or hello@tabitots.com. TabiTots communicates by email and in-app messaging only.

11. Pickup security and liability

Partner is responsible for the safety, supervision, and care of children at its premises under its existing childcare licensure and applicable Japanese law. Once a parent or nominated guardian completes the identity-verification process required under Section 9, and Partner has confirmed, in TabiTots, that the collecting adult matches the verified photo on file for that release, and the adult physically receives the child, **liability for the child transfers to that adult**. Where that verified-photo confirmation has not been completed for any reason, the liability-transfer described in this paragraph does not take effect and Partner's ordinary duty of care continues.

TabiTots is responsible for payment processing, platform operation, identity verification, and customer support. TabiTots is not liable for safety, supervision, or care of children at Partner's premises.

Each party indemnifies the other for losses arising from breach of its own obligations under this agreement.

11.5 Limitation of liability

Neither party's total liability under or in connection with this agreement, in aggregate across all claims, exceeds the **commissions paid (or, if not yet paid, payable) under Section 2 in the 12 months immediately preceding the event giving rise to the claim**. Neither party is liable for indirect, incidental, special, consequential, or punitive damages, including loss of profit, revenue, or goodwill, even if advised of the possibility of such damages.

This limitation does **not** apply to: (a) breach of Partner's obligation in Section 8 not to share parent contact details; (b) gross negligence or wilful misconduct by either party; or (c) Partner's obligation to repay refunded amounts under Section 7.

12. Privacy and personal information (APPI)

Each party complies with the Act on the Protection of Personal Information ([個人情報保護に関する法律](#) , "APPI") and other applicable data protection laws.

Data controllers. TabiTots is the data controller for all personal information collected via the TabiTots platform, including parent identity (name, contact details, payment method, government ID and selfie for TabiTots identity verification), nominated-guardian identity, and child information (name, age, allergies, medical notes, and photos where the parent has uploaded them). Partner is the data controller for personal information Partner collects independently of the platform, including the personal information of Partner's staff and any pre-existing customer records.

Permitted use by Partner. Partner may use parent and child information provided through the platform for a specific booking **solely to deliver that booking** (caregiving, allergy and medical handling, pickup verification, incident response). Partner must not use such information for marketing, profiling, sale to third parties, or any purpose unrelated to the booking, and must delete or destroy it within **90 days** after the booking date, except where retention is required by law (e.g., [児童福祉法](#) records).

Security measures. Each party implements and maintains reasonable technical and organisational security measures appropriate to the sensitivity of the personal information handled, including access controls, secure storage, staff training on data handling, and incident-response procedures.

Breach notification. If either party becomes aware of any unauthorised access to, disclosure of, or loss of personal information relating to the other party's data subjects, it notifies the other party **without undue delay** of becoming aware, and cooperates in good faith with investigation, mitigation, and regulator notification under APPI Article 26 where applicable.

Sub-processors. Each party may engage sub-processors (e.g., cloud hosting, payment processing) to handle personal information on its behalf, provided each sub-processor is bound by confidentiality and data-protection obligations no less protective than those in this section. TabiTots's principal sub-processors are Google Cloud (Firebase, [asia-northeast1](#) / Tokyo region) and Stripe (Stripe Connect, for payment processing only). Identity verification is performed in-house by the TabiTots team; TabiTots does not use a third-party identity-verification sub-processor. If the sub-processor list changes materially, TabiTots will update the list accordingly.

Children's data. Partner acknowledges that some personal information handled under this agreement relates to children. Partner handles such information with heightened care appropriate to its sensitivity, and **does not use children's images, names, or attendance details for marketing or promotional purposes** without the explicit prior consent of both TabiTots and the child's parent.

For the avoidance of doubt, the mandatory-reporting obligations under Section 16 override the privacy commitments in this Section and in TabiTots's parent-facing Privacy Policy.

12.5 Confidentiality

"**Confidential Information**" means any non-public business, operational, technical, financial, customer, or strategic information disclosed by one party (the "Discloser") to the other (the "Recipient") in connection with this agreement, whether marked confidential or not. It includes, without limitation: TabiTots's pricing logic, parent demographics, booking-flow internals, operations playbook, product roadmap, and unreleased features; and Partner's operational procedures, staffing details, financial figures, and pre-launch programme designs.

The Recipient: (a) uses Confidential Information only to perform its obligations under this agreement; (b) protects it with at least the same care it uses for its own confidential information of similar sensitivity, and no less than reasonable care; (c) discloses it only to its officers, employees, and professional advisors who need to know it and who are bound by confidentiality obligations no less protective than those in this section; and (d) does not disclose it to any third party without the Discloser's prior written consent.

Confidential Information **does not include** information that: (i) is or becomes publicly available without breach of this section; (ii) was already lawfully known to the Recipient without confidentiality obligation before disclosure; (iii) is independently developed by the Recipient without use of the Confidential Information; or (iv) is required to be disclosed by law, regulation, or court order, provided that the Recipient gives the Discloser prompt notice (where legally permitted) and reasonable cooperation to seek a protective order.

This section survives termination of this agreement for **three (3) years** from the effective date of termination.

13. Term and termination

Either party may terminate this agreement on **30 days' written notice**, sent to the other party's notice address (email to hello@tabitots.com is sufficient for notice to TabiTots).

Either party may also terminate this agreement **immediately on written notice** if the other party:

- Materially breaches this agreement and fails to cure the breach within 14 days of receiving written notice describing it;
- Becomes insolvent, files for bankruptcy or equivalent restructuring, or has a receiver, administrator, or liquidator appointed over a material part of its assets;
- Loses or fails to maintain the licences, registrations, or inspections required for its operations (for Partner: if any of the documentation required by Section 8 becomes permanently unavailable);
- Has its Stripe Connect account deactivated by Stripe without subsequent reinstatement (Partner-side); or
- Engages in a pattern of service failures triggering refunds under Section 7 that the other party, acting reasonably, concludes is incompatible with continued partnership.

A material misrepresentation under Section 2.5 also entitles TabiTots to terminate immediately as described in that section.

On termination, TabiTots removes Partner's listing **promptly**. **Confirmed bookings scheduled before the effective termination date remain valid and must be honored** by Partner; commission terms in Section 2 continue to apply to those bookings until they are settled.

13.5 Force majeure

Neither party is liable for failure or delay in performing its obligations under this agreement caused by events beyond its reasonable control — including, without limitation, natural disasters, earthquakes, fires, floods, pandemics, government action, or major utility or network failures. The affected party will notify the other promptly and take reasonable steps to mitigate. If the event continues for more than **30 consecutive days**, either party may terminate this agreement on written notice without further liability.

13.7 Survival

Termination of this agreement does not affect any right or obligation that has accrued before termination. The following sections survive termination indefinitely or until naturally exhausted: Section 2 (in respect of bookings settled before termination), Section 6 (cancellation), Section 7 (service-failure refunds and clawback), Section 8.5 (intellectual property and content licensing — for the 2-year post-termination window stated therein), Section 11 (pickup security and liability for completed bookings), Section 11.5 (limitation of liability), Section 12 (privacy and personal information), Section 12.5 (confidentiality — for the 3-year post-termination window stated therein), Section 14 (general — including governing law and dispute resolution), Section 15 (anti-social forces), and Section 16 (child protection — mandatory reporting).

14. General

- **Governing law:** Japan, since service delivery occurs in Japan.

- **Dispute resolution:** disputes are first addressed by good-faith negotiation; thereafter the **Tokyo District Court** has exclusive jurisdiction.
- **Amendments:** must be in writing and signed by both parties, or agreed in an exchange of emails in which each party expressly states its acceptance of the amended version (identified by version number and date).
- **Entire agreement:** this document is the entire agreement between the parties regarding the Founding Partner programme and supersedes any prior discussions, drafts, or correspondence on the same subject.
- **Severability:** if any clause is held unenforceable, the remaining clauses stay in effect.
- **Counterparts and electronic signature:** this agreement may be signed in counterparts and by electronic signature.

15. Anti-social forces

Each party represents and warrants to the other that, as of the effective date and throughout the term of this agreement:

- It is not, and has not been, an organised crime group (暴力団), member of an organised crime group, person associated with an organised crime group, corporate racketeer (総会屋), social-movement-mimicking racketeer, organised special-intelligence violence group, or other person or entity equivalent to any of the foregoing (collectively, “**Anti-Social Forces**”);
- Its officers, employees, and substantial shareholders are not Anti-Social Forces;
- It does not allow Anti-Social Forces to use its name or business; and
- It has not paid funds or extended other benefits to Anti-Social Forces.

Each party further undertakes that it will not, directly or through any third party:

- Make violent demands (暴力的要求), unjust demands beyond legal entitlement (法的責任を超えた不当な要求), threats, use of violence, or fraudulent or coercive means in connection with this agreement; or
- Engage in conduct that damages the reputation of the other party or interferes with the other party's business.

If either party becomes aware that the other party falls within any of the items above or has engaged in any of the prohibited conduct above, the aware party may **terminate this agreement immediately on written notice, without any cure period and without liability for damages to the breaching party.** Bookings already confirmed at the time of such termination may, at the terminating party's option, be honoured or refunded to the parents at the breaching party's cost.

16. Child protection — mandatory reporting

Under the Act on Prevention of Child Abuse (児童虐待防止法), Partner's staff are mandatory reporters. Where Partner's staff observe signs of abuse, neglect, or endangerment of a child in their care, **Partner reports directly to the local 児童相談所 (Child Guidance Center) as required by Japanese law**, regardless of any privacy preferences expressed by the parent or any confidentiality otherwise owed under this agreement.

TabiTots may also report to 児童相談所 where TabiTots reasonably believes a reportable concern exists. TabiTots supports Partner, where reasonably practicable, in any reporting case with translation, coordination, and documentation assistance; the primary reporter remains Partner, consistent with Partner's existing relationships with local 児童相談所 offices and Partner's mandatory-reporter status under Japanese law.

This Section overrides Section 12 (Privacy and personal information) and any confidentiality otherwise expected under this agreement. A lost-child incident under Section 8 may, depending on circumstances, trigger reporting obligations under this Section; the determination is Partner's, as the on-site mandatory reporter.

Schedule A: Covered locations (multi-location chains only)

If Partner operates multiple locations under the legal entity named above, the Founding Partner terms in this agreement apply only to the locations listed in this Schedule A. A maximum of three (3) locations may be listed.

1. _____
2. _____
3. _____

If Partner operates a single location, this Schedule is not used and may be left blank.

Signatures

FOR TABITOTS (SISU SOFTWARE OY)

Name Mikko Juhani Sysikaski

Title Founder

Signature _____

Date 2026-07-02

FOR PARTNER

Entity _____

Name _____

Title _____

Signature _____

Date _____



Hanko (inkan) — optional. Affix here if Partner wishes to seal the agreement in addition to signing.