

## Dibber education services agreement

These are the terms and conditions that together with the terms and conditions in your offer letter form the agreement between you and your Dibber Education Services Provider for your Child's admission to your Dibber Education Unit and the education services to be provided to you and your Child (respectively the "**Offer Letter**", the "**Agreement**" and the "**Dibber Education**"):

### 1 Definitions and interpretations

In addition to other definitions and interpretations determined in this Agreement those in schedule 1 apply.

### 2 Your Dibber Education Services Provider and your Dibber Education Unit

Your Dibber Education Services Provider and your Dibber Education Unit are presented in your Offer Letter. It is only your Dibber Education Services Provider that is responsible to perform under this Agreement and can be liable to you. If it is not clear to you who your Dibber Education Services Provider is, or if you have any other questions, please contact your Dibber Education Unit.

### 3 Governance of the Dibber Education and the Dibber Education Regulations

The Dibber Education is subject to and shall be provided in accordance with the Agreement, the Dibber Education Regulations as well as Applicable Law. The "**Dibber Education Regulations**" are those Regulations applicable to the Dibber Education together with the Agreement, as provided by the Dibber Group and, as applicable the Extended Dibber Group, from time to time, such as

- (i) the globally applicable Regulations listed in schedule 3.A;
- (ii) the nationally (and sub-nationally) applicable Regulations listed in schedule 3.B; and
- (iii) any Regulations specifically applicable for the various Dibber Education Units in your country listed in schedule 3.C.

### 4 Our promise

In the Dibber Way we shall use all our reasonable skill and care in our provision of the Dibber Education.

### 5 Our rights

We are, within the confines of Applicable Law, entitled to for and in the Dibber Education (without any requirement to seek any further consents):

- (i) determine curriculum, pedagogy, didactics, methods and means and any other aspect of our education services;
- (ii) engage your Child in such activities we determine fit and appropriate, having consideration inter alia to age and physical and cognitive attributes and location, as further described in section 0;
- (iii) subject to any health and diet restrictions for your Child, determine foods and beverages to be served in the Dibber Education;
- (iv) determine and put into effect, in collaboration with you, any measure if your Child needs any special care or attention, including medical attention as prescribed by a qualified medical professional, assistance of special educators or anything else;
- (v) address any emergency situation, including medical emergency, to protect your Child and other children as further described in section 8;
- (vi) take such other measures, or make recommendations to you, as needed, in the interest of the Child;

- (vii) make decisions after reasonable discussions with you with respect to admission or discontinuation of the Dibber Education;
- (viii) make changes to the fees and fees structure; and
- (ix) charge interest, impose penalty and suspend or cease providing education services to your Child if you do not pay or ensure payment of fees at any time.

## **6 Your obligations**

You shall for and in the Dibber Education:

- (i) ensure compliance with the Agreement, the Dibber Education Regulations as well as Applicable Law at all times;
- (ii) ensure we have your updated contact information in writing at all times;
- (iii) ensure we have all information about your Child required for the Dibber Education in writing, including behavioural, health, dietary and medical information and information on special needs and relevant matters and all other information required by us from time to time, and update us in writing if there is any change in the information as soon as you learn about such change;
- (iv) be prompt and responsive to any and all communication received from us, and provide timely consents when consents are requested by us;
- (v) encourage your Child's participation, and your participation as relevant, in all activities in the Dibber Education as further regulated in section 0;
- (vi) ensure your Child is not sent to your Dibber Education Unit if your Child is unwell or suffering from any medical condition or distressing physical or emotional condition, rendering it not fit and appropriate to participate in your Dibber Education Unit for the interests of your Child and other children;
- (vii) keep your Dibber Education Unit informed in case you need any leave of absence for your Child in advance of such leave;
- (viii) if you appoint any Additional Caregiver, do that in accordance with the Dibber Education Regulations;
- (ix) download and use the Dibber app for the Dibber Education in accordance with the Dibber Education Regulations;
- (x) keep confidential all Confidential Information;
- (xi) pay or ensure payment of all fees for or associated with the Dibber Education, including all applicable taxes, in due time, whether or not the fees pursuant to some other agreement shall be paid by a third party, such as your employer;
- (xii) not do any act which may bring the Dibber Group or Dibber Education in dispute or disrepute in any manner, and
- (xiii) make sure of the performance of this Agreement by any other Caregiver of your Child, any Additional Caregiver of your Child and your Child.

## **7 Activities in the Dibber Education**

Your Child may be involved in such activities we determine fit and appropriate, having consideration, inter alia, to age and physical and cognitive attributes and location, for and in the Dibber Education, such as those listed in schedule 0. Sometimes we may ask your participation as well. The activities will be provided under the supervision and care of our employees (educators and other staff) or external appropriate personnel. We will not obtain any specific, separate consent from you for the purpose of engaging your Child in activities which form part of Dibber Education. If you have any concerns with respect to the activities, do not wish your Child to be engaged in any specific activities or have any special requirements with respect to activities, please contact your Dibber Education Unit.

## **8 Medical assistance**

We will attempt to involve you and obtain your consent if your Child should require any medical attention urgently. If we are not able to get in contact with you in due time, you hereby authorise us to make the necessary decisions on your behalf for urgent treatment on an SOS-basis or as recommended by a qualified medical professional. Such consent includes (i) permission to administer medicine in the interest of your Child; (ii) isolating your Child and (iii) transporting and admitting your Child to a medical facility, such as a hospital. The costs in this regard shall be borne by you.

## **9 Your personal data and data protection**

In preparation and performance of the Dibber Education and for other purposes we process and protect personal data as described in our personal data notice (privacy policy) made available at [www.dibber.com](http://www.dibber.com).

## **10 Your authorizations and confirmations**

You authorize any other Caregiver and Additional Caregiver to represent you and your Child in respect of the Dibber Education and confirm (represent and warrant):

- (i) that you have the required authority, including from any other Caregiver of your Child and your Child, to enter into and perform this Agreement;
- (ii) that your Child has attained the minimum age and other requirements (also under Applicable Law) for the Dibber Education;
- (iii) the performance of this Agreement by any other Caregiver and Additional Caregiver of your Child and your Child; and
- (iv) that all information provided to us is true, complete and accurate and will be corrected and updated in writing as necessary at all times.

## **11 Breach**

If you breach this Agreement, we are entitled to specific performance, damages, indemnity, termination and any other remedies provided for in and under this Agreement and Applicable Law. Should we be passive in addressing any breach of this Agreement at any point in time this shall not be understood so that we in any sense have accepted such breach.

## **12 Liability**

You are responsible for your as well as your Child's actions and behaviour at all times. You shall indemnify and hold the Dibber Group and us harmless, against any and all claims, expenses, including legal costs, and loss, no matter the basis, resulting from the actions, inactions or behaviour of you or your Child. We are only liable if any of our employees have exercised gross negligence and wilful misconduct in rendering services towards your Child. As described in section 2 it is only your Dibber Education Services Provider that is responsible to perform under this Agreement and can be liable to you. You cannot raise claims against any other Dibber Group entity at any point in time.

### **13 Term**

The term of this Agreement is from your acceptance of our offer to the end of the Dibber Education or earlier as provided for in or under this Agreement. Any early termination of this Agreement shall be without any liability for us, and any fees are refundable only to the extent specified in the Dibber Education Regulations.

### **14 Severance**

If any provision of this Agreement or the Dibber Education Regulations is invalid, only this provision is ineffective; the remainder of the provisions remain in full effect.

### **15 Amendments**

We may amend any provision of this Agreement at any time and will give you due notice. If you do not agree to any amendment, you may write to your Dibber Education Unit and we will consider your concern. Disagreement on amended provisions may impact our ability to render services to you and your Child and provide the Dibber Education.

### **16 Governing Law and Jurisdiction**

This Agreement shall in all respects be governed by and interpreted for any and all purposes in accordance with the laws of India. The courts in Bengaluru shall have exclusive jurisdiction of all disputes.

\* \* \*

*This agreement is entered into by acceptance of the Offer Letter or by availing education services from us.*

## Schedule 1: Definitions and interpretations

**"Additional Caregiver"** means any caregiver or contact person for a child additional to a Caregiver, as appointed by a Caregiver.

**"Applicable Law"** means all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, policies, directions, directives and orders that are in effect or as may be introduced, amended, modified, enacted or revoked from time to time or other governmental restrictions or any similar form of decision of, or determination by any government, statutory authority, tribunal, board or court, having jurisdiction over the matter in question.

**"Caregiver"** means the guardian or other legally designated caregiver, natural or legal, of a child (including a parent) receiving education services from a Dibber Education Services Provider.

**"Child"** means the Child who is receiving the Dibber Education under the Agreement, your Child.

**"Confidential Information"** means any document, data or other information of a confidential nature, whether specifically marked 'confidential' or not.

**"Dibber app"** means the software(-as-a-service) provided by the Dibber Group and a Dibber Education Services Provider and delivered through browsers or dedicated applications developed for Android OS, iOS, macOS and Microsoft Windows and any other means.

**"Dibber Education Services Provider"** means the legal entity in the Dibber Group or, as applicable the Extended Dibber Group, that is the provider of education services to a Caregiver through a Dibber Education Unit in the individual instance.

**"Dibber Education Unit"** means the unit through which the Dibber Education Services Provider is providing its education services in the individual instance (for example a kindergarten or school).

**"Dibber Group"** means Dibber AS, a Norwegian private limited liability company, having the organisation number 998 831 067, and the entities that are directly or indirectly controlled (including jointly controlled) by Dibber AS or self-owned but incorporated to serve Dibber's Purpose.

**"Dibber Way"** means a total quality leadership and management system developed and employed in the Dibber Group and the Extended Dibber Group to ensure the delivery of the best possible education services, comprising important elements such as Dibber Childhood™ and Dibber Golden Moments™.

**"education services"** means any kind of education services, such as for early childhood development those operated under the labels kindergarten, nursery, daycare, childcare centre, creche, pre-school and pre-primary school, play school and before-and-after programmes and other services and for later childhood development those provided under the labels school and before-and-after programmes and other services as well as associated services.

**"Extended Dibber Group"** means the Dibber Group together with Dibber Education Services Providers that are not part of the Dibber Group but associated with the Dibber Group by way of a collaboration or cooperation, such as joint-venture and franchise.

**"Regulations"** means any further terms and conditions; rules; policies; statements; notices; curriculums; handbooks, collective and individual instructions, statements and communications and other.

**"you"** refers to you, as the Caregiver or Caregivers of your Child, as applicable, and **"your"** is used in conjunction with various nouns, determining from a group the specific one associated with you.

**"we", "our" or "us"** refer to your Dibber Education Services Provider.

The Offer Letter refers the offer you received for the Dibber Education and that you accepted to enter into the Agreement.

**Interpretations:**

Defined words importing the singular shall include the plural and vice versa. Matters left to our determination, decision et cetera we determine at our sole discretion conclusively. To the extent a time or timeline is not determined for any matter, we determine this at our sole discretion conclusively. All consents obtained from us must be in writing. If there appears to be discrepancies between this Agreement and the Dibber Education Regulations or provisions within the Dibber Education Regulations, we determine the interpretation conclusively.

### Schedule 3.A: Global Dibber Education Regulations

Regulation	Available at
Dibber personal data notice (privacy policy)	<a href="http://www.dibber.com">www.dibber.com</a>
Dibber cookie statement	<a href="http://www.dibber.com">www.dibber.com</a>
Dibber app terms and conditions	<a href="http://www.dibber.com">www.dibber.com</a>

### Schedule 3.B: National Dibber Education Regulations

National:

<b>Regulation</b>	<b>Available at</b>
Dibber India International Preschools education services terms, conditions and other regulations	<a href="http://www.dibber.in">www.dibber.in</a>
Dibber India International Preschools Withdrawal Policy	<a href="http://www.dibber.in">www.dibber.in</a>
Dibber India International Preschools Transfer Policy	<a href="http://www.dibber.in">www.dibber.in</a>
Dibber India International Preschools Curriculum	<a href="http://www.dibber.in">www.dibber.in</a>



**Schedule 3.C: Dibber Education Regulations for Dibber Education Units**

Not in use currently

### Schedule 7: Activities

- (i) writing, reading, storytelling activities, elocution activities, library activities;
- (ii) colouring, drawing, painting, origami, clay modelling and other such art and craft activities;
- (iii) dancing, music playing and music listening;
- (iv) cooking, cleaning and such other pretend play activities;
- (v) gym activities, sports, physical activities, playground activities, activities with animals;
- (vi) theme based activities, using fancy outfit or having celebrations;
- (vii) visiting parks, local markets, stores, malls;
- (viii) going on excursions, trips, picnics;
- (ix) water activities or activities in proximity of water, for instance going to the beach, a pool or on a boat;
- (x) use of a variety of toys, instruments, such as gym instruments, musical instruments, theatrical property, electric and non-electric;
- (xi) viewing and using electronic devices, including tablets, computers, phones, televisions and projectors;
- (xii) riding of bikes (also electric);
- (xiii) using different means of transport, including cars, buses, ferries, trains, trams, and similar, and riding employees' cars, and other Caregivers' car or taxi with approved seat for activities.