

CARE PANDA INC. INDEPENDENT CARE PARTNER AGREEMENT

Independent Contractor Terms & Professional Scope of Practice

Version 1.4 • Effective 18 October 2026 • Registered in Parañaque City, Philippines

This Independent Care Partner Agreement (this "Agreement") is entered into by and between Care Panda Inc. ("Care Panda"), with registered office at 9th Floor, Sinocan Corporate Center, Aseana Business Park, Tambo, Parañaque City 1701, Philippines, and the registered professional caregiver or nurse ("Care Partner"). This Agreement supplements the Terms of Service and General Service Agreement.

1. Independent Contractor Relationship

- **No Employment Relationship:** The Care Partner is an independent contractor and not an employee, agent, joint venturer, or partner of Care Panda Inc. Nothing in this Agreement creates an employment relationship under the Labor Code of the Philippines or entitles the Care Partner to statutory employee benefits (e.g., 13th-month pay, paid leaves, SSS/PhilHealth/Pag-IBIG employer shares).
- **Freedom of Schedule & Autonomy:** Care Partners have complete freedom to choose when to work, define their availability, accept or decline shift offers, set their hourly rates, and engage in other professional occupations or client work outside the Platform.
- **Tax & Statutory Responsibility:** Care Partners are solely responsible for filing their own income tax returns and remitting statutory contributions to government agencies as self-employed individuals.

2. Qualifications and Onboarding Verification

- **General Requirements:** Care Partners must provide accurate personal data, valid government-issued photo ID, an updated NBI clearance certificate, and contact details of two professional references.
- **PRC Nursing Licensure:** Care Partners offering nursing services must hold an active, unrestricted Professional Regulation Commission (PRC) nursing licence. Care Partners agree to notify Care Panda immediately if their licence expires, is suspended, or is subject to administrative review.

3. Professional Scope of Practice

- **Caregivers (Non-Clinical):** Assistance with personal hygiene, bathing, dressing, meal preparation, companionship, mobility assistance, medication reminders, and cognitive stimulation. Caregivers must NOT administer clinical injections, insert catheters, or perform medical procedures.
- **Maternal & Newborn Caregivers / Newborn Care Specialists (Non-Clinical):** Assistance with postpartum maternal recovery (comfort, rest intervals, hydration, preparation of nutritious lactation meals), newborn safe sleep supervision, soothing, swaddling, bottle feeding / paced bottle feeding per parental instructions, burping, gentle sponge baths & umbilical cord stump hygiene, diaper changing, nursery sanitization, and feeding/elimination logging. Caregivers / Newborn Care Specialists must NEVER co-sleep with an infant on a bed, sofa, or armchair, administer infant medications or herbal concoctions without parental and physician orders, or perform clinical procedures.

- **Private Duty Nurses (Clinical):** Clinical vital-sign monitoring, physician-prescribed medication administration, wound dressing, catheter management, IV therapy, and palliative care. Nursing care must be authorized by a valid physician order or medical plan of care.
- **Postnatal & Neonatal Private Duty Nurses (Clinical):** Clinical maternal postpartum care (monitoring vital signs, assessing and dressing C-section surgical incisions, monitoring lochia and screening for postpartum hemorrhage, pre-eclampsia assessment, clinical lactation management for engorgement/mastitis, and administering prescribed postpartum medications) and neonatal clinical monitoring (apical heart rate, respiratory rate, axillary temperature, clinical jaundice assessment, umbilical cord infection screening, and care of preterm/low-birth-weight infants under pediatric direction).

4. Booking Commitments and Shift Execution

- **Punctuality & Attendance:** Care Partners must arrive punctually for accepted shifts and record attendance using the in-app GPS check-in/out Shift Console.
- **No Unauthorized Substitution:** Substituting another individual in place of the Care Partner is strictly prohibited. Any unauthorized substitution constitutes grounds for immediate termination.
- **Notice of Inability:** In the event of an emergency or sudden illness, Care Partners must notify Care Panda Trust & Safety via the app at least 12 hours prior to shift commencement.

5. Safety, Patient Dignity, and Zero-Tolerance Rules

- **Patient Rights:** Treating all care recipients with compassion, dignity, respect, and patience.
- **Zero-Tolerance Misconduct:** Immediate permanent deactivation and legal referral for physical abuse, verbal abuse, patient neglect, theft, intoxication, or unauthorized handling of patient financial accounts.
- **Emergency Protocol:** Care Partners must immediately dial 911 / local emergency services in medical crises, followed by prompt reporting to Care Panda Trust & Safety.

6. Non-Circumvention and Confidentiality

- **Non-Circumvention:** Care Partners agree not to solicit or accept private direct off-platform payments from Clients introduced through Care Panda. Violations result in permanent deactivation and forfeiture of pending platform bonuses.
- **Patient Confidentiality:** Care Partners must maintain absolute confidentiality regarding care recipients' medical records, diagnoses, and personal family affairs, in compliance with the Data Privacy Act of 2012.