

Contracting parties:

“Healthcare Agency International New Life Georgia” Ltd, hereinafter referred to as “Agency”, represented by its Director, Ekaterine Iashvili, on the one hand, and _____ (personal N), hereinafter referred to as the “Donor”, on the other hand, acting in accordance with the law, enter into the present Contract as follows:

1. Subject of the Contract

1.1. Under this Contract, the Agency renders services to the Donor and in case the Donor wishes to register her own data in the database of Agency, the Agency will include the Donor into the Egg Donor Database of the Agency and in case the Potential Parent (hereinafter referred to as “Potential Parent”) has chosen the Donor, to communicate the Donor with the Potential Parent.

1.2. By agreement of the parties, the Donor may be provided with services not contemplated by this Contract.

2. Rights and Obligations of Parties

2.1. The Agency is obliged:

2.1.1. In case the Donor wishes to register her own data in the database of the Agency, the Agency will include the Donor into the Donor Database of the Agency.

2.1.3. To communicate the Donor with the intended parents or to the Doctor who chooses the Donor on Behalf of Intended Parents.

2.2. The Agency is entitled:

2.2.1. If requested, to provide the Donor with written information on licensed healthcare institutions that render services in the field of in vitro fertilization;

2.2.2. To terminate legal relations with the Donor and replace chosen Donor for the Potential Parent with another Donor if it turns out on basis of a medical document submitted by Potential Parent to the Agency that the Donor’s current state of health is unsatisfactory, namely the Donor has sexually transmitted diseases or/and hormonal disorders;

2.2.3. If so instructed by the Potential Parent, to buy and hand over to the Donor medical preparations necessary for donation at the expense of the Potential Parent;

2.2.4. To demand from the Donor proper fulfillment of obligations foreseen by this Contract;

2.2.5. To assist the Donor and Potential Parent in settling any misunderstanding or dispute that may arise between them.

3. Rights and Obligations of Donor

3.1. The Donor is obliged:

- 3.1.1. Within three working days from Agency's demand to meet the Potential Parent or the representative of them in the medical institution chosen by Potential Parent;
- 3.1.2. To make in writing the consent to cooperate with the Potential Parent who has chosen the Donor. All the consents shall be attached to this Contract in the form of annex and constitute an integral part of the Contract;
- 3.1.3. To comply with the instructions and prescriptions given by doctor;
- 3.1.4. After reaching agreement with the Potential Parent not to take alcoholic drinks and not to use narcotic substances, not to smoke and upon request of the Potential Parent or Agency to take alcohol or drug test;
- 3.1.5. After reaching agreement with the Potential Parent, to maintain communication with both Potential Parent and Agency;
- 3.1.6. To indemnify to the Potential Parent medical expenses paid for taking analyses if after taking analyses the Donor refuses to continue donation on his/her own initiative;
- 3.1.7. For violation of the terms and conditions set forth in paragraphs 3.1.4, 3.1.5, 3.1.6 and 3.1.9 of the Contract, to pay to the Agency the penalty in the amount of --- Lari within 10 days from the date of such violation;
- 3.1.8. Not to cause the Potential Parent to pay the sum exceeding ---- USD (equivalent to Georgia lari) to the Donor. (Note: This sum does not include charges necessary for conducting puncture to the Donor);
- 3.1.9. If so requested by the Agency or Intended Parent, to produce them her own bank accounts;
- 3.1.10. If so requested by the Potential Parent, to take a stimulation test under the supervision of the Potential Parent or Agency.

3.2. The Donor is entitled:

- 3.2.1. If the Donor wishes to register her own data in the database of the Agency, request that the Agency file the data into the Donor Database of the Agency;
- 3.2.2. To demand from the Agency proper fulfillment of its obligations foreseen by this Contract;
- 3.2.3. Within 5 working days after completion of donation, to receive from Intended Parents the donation fee of 1000 USD equivalent in the national currency.

Article 4. Confidentiality

- 4.1. Any information, documentation and other information submitted by parties to each other that is of commercial, non-commercial or other value, irrespective of its verbal or written form, is considered to be confidential information that cannot be transferred to third parties without prior written agreement of the other party unless pertaining to the fulfillment of obligations under this Contract and other cases foreseen by the laws of Georgia.
- 4.2. The Agency's obligation to keep confidentiality shall be indefinite in time except as provided by paragraph 4.1 of this Contract.
- 4.3. The confidentiality obligation under paragraph 4.2 of this Contract shall hold for as long as the Potential Parent keeps confidentiality of this information.
- 4.4. The parties shall fully reimburse each other all damages and losses resulting from their non-fulfillment of the confidentiality obligation.

5. Force-Majeure

- 5.1. In the context of this Contract, the term "Force-Majeure circumstance" means the existence of the following circumstances (that directly affects the corresponding party's fulfillment of her obligations under the Contract).
 - 5.1.1. Military actions, revolts, disorders, civil wars and unrest.
 - 5.1.2. Issue of legislative acts that forbid the activities conducted by any party to this Contract.

5.1.3. Any other circumstance beyond the parties' control. However, such circumstances are considered Force-Majeure only if they affects the corresponding party's fulfillment of her obligations under the Contract.

5.2. In the event of Force-Majeure that prevents any party from fulfilling her obligations or exercising her rights, the party so affected shall promptly inform the other parties thereon and, in such case, the term determined for fulfillment of her obligations under this Contract shall be extended with the period of duration of Force-Majeure circumstances.

5.3. If any Force-Majeure circumstance holds out for more than 45 (forty five) days, each party is entitled to cancel the Contract. The parties do not bear any responsibility for non-fulfillment of their obligations under this Contract if the Contract is cancelled because of Force-Majeure circumstances.

6. Representations of Parties

6.1. The parties represent and are aware that:

6.1.1. They are authorized to sign this Contract;

6.1.2. By signing this Contract and performing the acts contemplated by this Contract they do not and/or will not violate the applicable laws, their own charters and/or any other regulations;

6.2. The Donor represents and is aware that:

6.2.1. She has had sufficient time and opportunity to become conversant with and analyze the Agreement Form attached hereto, that at the moment of becoming conversant with and signing this Contract and the Agreement Form she was capable, that she has signed this Contract and the Agreement Form voluntarily, without any violence, threat, deception or/and other circumstance employed by the Agency or any other person.

6.2.2. She has voluntarily consented to be the Donor with all the relevant risks and discomfort. Accordingly, the Donor agrees that the Agency, its management, personnel and the third persons related to the Agency are not and cannot be held responsible for any pecuniary or other damage, including if:

a) In any dispute or misunderstanding arises in the course of relations between the Donor and the Potential Parent, and/or their legal relation ends in vain;

b) The services provided by the Donor to the Potential Parent results in side effects and/or other discomfort.

7. Validity of the Contract

7.1. The Contract comes into force from the moment of its signing by the parties.

7.2. The Contract can be terminated by mutual agreement of the parties.

7.3. This Contract terminates automatically:

7.3.1. In the event of the Donor's non-fulfillment or undue fulfillment of her obligations.

8. Resolution of Disputes

8.1. The Contract is governed by and construed in accordance with the laws of Georgia.

8.2. The parties shall make their best to settle all disputes or misunderstandings arisen from this Contract through negotiations.

8.3. The claim of one party shall be considered by the other party within 10 (ten) days of receiving it in writing.

8.4. Should the parties fail to reach agreement through negotiations, the dispute shall be considered in compliance with the applicable laws of Georgia.

9. General Provisions

- 9.1. The Contract, along with rights and obligations provided hereunder, shall fully apply and extend to the respective legal successors and assignees of the parties.
- 9.2. Should any article or\and any paragraph of the Contract become invalid under the applicable laws, the remaining articles and\or paragraphs shall remain valid and the invalid article or\and paragraph shall be replaced with the article\paragraph that makes it easier to reach the goal of the Contract.
- 9.3. Annexes to this Contract constitute its integral part. Changes and\or amendments in this Contract (or/and its Annexes) may be made in written form only and shall be valid from the moment they are signed by each party.
- 9.4. Any additional agreements or other contracts made between parties on the basis of this Contract shall prevail over the in matters, for the regulation of which such agreements or other contracts are made.
- 9.5. The Contract is made in in the Georgian and language.
- 9.6. Notifications foreseen by this Contract and other communications shall be delivered personally or sent by registered mail to the addresses mentioned in the Contract. However, each party shall notify the other parties on any changes in the parties' details within 3 (three) days after introduction of such changes. Should the party fail to comply with this rule and the other parties have not received corresponding notice of changes in details, the notice sent shall be considered delivered.

Article 10. Details of the Parties

“Donor”

Agency:

“Healthcare International Agency New Life Georgia” Ltd

Address: 34b, Al.Kazbegi Ave., Tbilisi

Agreement

In accordance with the provisions of Paragraph 3.1.2 of the Contract made on ----- 2014 by and between “Healthcare International Agency New Life Georgia” Ltd and -----, I hereby agree to be the Donor to the Potential Parent ----- (passport N -----). I also undertake to faithfully fulfill my obligations before the Intended Parents

----- 2014

Donor's agreement to hormonal stimulation of eggs and follicular aspiration

I, -----, am aware of and hereby agree to the following:

1. Medications will be used to help mature eggs in my ovaries (stimulation of ovaries). The stimulation preparations are: ganadotropin releasing hormone agonist (Diferelin), human menopausal ganadotropins (Menopur), recmobinant ganadotropin (Gonal) and human chorionic ganadotropin (Pregnil). I can use other ovulation stimulants in the relevant medical institution as prescribed by my doctor.
2. In the course of follicle (liquid embedding in ovaries containing oocyte) growth monitoring, at morning hours I will need to give blood for hormonal examination.
3. I will need to take echoscopic examinations to determine follicle growth.
4. For egg aspiration I will be called in to the relevant medical institution.
5. Aspiration of follicles from the womb with a needle will take place under echoscopic control to acquire mature oocytes. On rare occasions, aspiration may require laparoscopic intervention.
6. I am aware that oocyte aspiration requires painkilling by means of anaesthesia or intravenous analgesia that is the main painkilling method.

I am aware that the treatment may result in the following risks and discomfort:

1. The administration of stimulants may result in hyperstimulation of ovaries associated with the growth of more than one follicle. The hyperstimulation syndrome causes dehydration, liquid accumulation in abdominal cavity and lungs, blood coagulation impairment, and requires hospitalization. The risk of the syndrome is less than 1%.
2. Follicle aspiration may be accompanied with:
 - a) Bleeding, infection, damage to abdominal cavity organs (urinary bladder, intestine, blood vein) that sometimes calls for surgical intervention.
 - b) Post-procedure discomfort;
 - c) Discomfort, infection, bleeding;
 - d) Anaesthesia-caused risk (analgesia).

I am aware of the strict monitoring to be exercised. Doctor's consultation is mandatory every other week. I must apply to the doctor over any slight or significant problem.

I am aware that it is necessary to thoroughly observe the prescription of the reproductologist doctor.

I am aware that for discontinuing treatment artificially or due to my fault, I will be responsible before the Potential Parent.

I am aware that hormonal stimulation of ovaries may end at any stage if there is adequate medical indication determined by the en vitro unit group of the relevant medical institution.

We are aware that in the event of risks we are obliged to agree with the doctor's decision.

I confirm that I have received exhaustive information on alternative treatment methods as well as on the risks and possible effectiveness of such methods.

Donor

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