

Contract N

Tbilisi

-----, 2014

Contracting parties:

“Healthcare Agency International New Life Georgia”, hereinafter referred to as “Agency”, represented by its Director Ekaterine Iashvili, on the one hand, and -----
--, “Surrogate mother” (personal No -----), hereinafter referred to as “Surrogate” on the other party, acting in accordance with the law, enter into the present Contract as follows:

1. Subject of the Contract.

1.1. On basis of this Contract the Agency renders services to Surrogate and in case the Surrogate has wish to register her own data the Agency will include the Surrogate into Surrogate Database of the Agency and in case biological/intended parents (hereinafter referred to as “Potential Parent”) has chosen the Surrogate, to communicate the Surrogate with potential mother.

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

2. Rights and Obligations of the Agency

2.1. The Agency is obliged:

2.1.1. If the Surrogate wishes to register her own data in the database of the Agency, the Agency will include the Surrogate into Surrogate database of the Agency.

2.1.2. If so requested, to familiarize Potential Parent with information on marital status of Surrogate that is given by Surrogate.

2.1.3. To communicate the Surrogate with Potential Parent who has selected Surrogate;

2.2. The Agency is entitled:

2.2.1. If so requested, to provide to Potential Parent written or verbal information on the licensed healthcare institutions that carry out in vitro fertilization;

2.2.2. To demand from the Surrogate the certificate of no criminal record;

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

2.2.4. To refuse to pay the Surrogate the sum of money (through intended parents) if Surrogate does not fulfill her obligations before Potential Parent or Agency.

2.2.5. To demand from the Surrogate proper fulfillment of obligations under this Contract.

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

2.2.7. To refuse to pay the surrogate mother the sum of money (through intended parents) if baby is not linked with genetic parents/parent and this is caused by the fault of surrogate mother,

3. Rights and obligations of Surrogate.

3.1. The Surrogate is obliged:

3.1.1. If the Surrogate wishes to register her own data into the Surrogate Database of the Agency, to produce to the Agency the copy of her ID card, autobiography in written as well as the information on her marital status and photos;

3.1.2. If so requested by the Agency, to produce the certificate of no criminal record;

3.1.3. Within three working days from the moment of the Agency’s request, to meet the Potential Parent in the medical institution chosen by the Potential Parent;

- 3.1.4. To give written agreement to cooperate with the Potential Parent who has chosen the Surrogate. The agreement should be attached to this Contract in the form of annex and constitute its integral part;
- 3.1.5. To fulfill instructions and prescriptions given by the doctor;
- 3.1.6. 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;
- 3.1.7. After reaching agreement with the Potential Parent, to maintain communication both with Potential Parent and Agency (the Agency can be contacted at any time from 10:00 a.m. to 18:00 p.m., except Saturday and Sunday);
- 3.1.8. After reaching agreement with the Potential Parent, to create conditions while pregnant to facilitate preservation and proper development of the fetus;
- 3.1.9. Upon birth, to hand over the baby to the Potential Parent (biological parent);
- 3.1.10. With the assistance of the Agency and within reasonable terms after the birth of the baby, to transfer the newborn to the relevant public institution should the Potential Parent refuse to take the baby;
- 3.1.11. For violation of the terms and conditions set forth in paragraphs 3.1.3, 3.1.5, 3.1.6, 3.1.8, 3.1.9, 3.1.10 and 3.1.12 of the Contract, to pay to the Agency the penalty in the amount of ----- Georgian Lari within 10 days from the date of such violation;
- 3.1.12. Not to cause the Potential Parent to pay more than ----- USD including monthly fees. (Note: this sum does not include medical expenses that the Surrogate needs in the prenatal period and for delivery);
- 3.1.13. If so requested by the Agency or Potential Parent, to produce them her own bank accounts.

3.2. The Surrogate is entitled:

- 3.2.1. If the Surrogate wishes to register her own data in the database of the Agency, request that the Agency file the data into the Surrogate Database of the Agency;
- 3.2.2. To request that the Agency duly fulfill its obligations under the Contract;
- 3.3.3. Receive from the Potential Parent the surrogacy charge of ----- USD equivalent in National currency after six week of baby delivery as soon as DNA test approves that baby is genetically linked with genetic parents/parent.
- 3.3.4 To receive half of total compensation if still birth occurs on 5or 6 th month of pregnancy.
- 3.3.5 . To receive full amount if still birth occurs after 7 month and it is not caused by the fault of Surrogate mother.
- 3.3.6. To Receive full amount in case of death of delivered baby on due time if it is not caused by the fault of Surrogate mother.
- 3.3.7. To receive full amount of money if Surrogate delivers genetically affected baby but she fulfills all her obligations.

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 fulfilment 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 fulfilment 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 fulfilment 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 fulfilment 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-fulfilment 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 fully 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 Surrogate 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 she was capable, that she has signed this Contract 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 Surrogate with all the relevant risks and discomfort. Accordingly, the Surrogate 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 Surrogate and the Potential Parent, and/or their legal relation ends in vain;

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

6.2.3. In compliance with Georgia law, parents of the baby are considered to be legal Parents and Surrogate Mother does not have any parental rights for the baby born by her.

6.2.4. Upon birth, the baby shall be handed over to the biological parents (Intended Parent) .

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 cancelled by mutual agreement of the parties.

7.3. This Contract cannot be terminated on the Surrogate’s initiative until the completion of the legal relation between the Potential Parent and the Surrogate.

7.4. The Agency may terminate this Contract at its sole discretion in the event of the Surrogate's non-fulfilment or undue fulfilment 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 two counterparts in the Georgian and English languages. The Georgian counterpart of this Contract prevails.

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.

Agency:

"Healthcare International Agency New Life Georgia" Ltd

Director,

Tamara Barkalaya

Address: 34b, Al.Kazbegi Ave. Tbilisi

Surrogate Mother -----

Adress: -----

Phone Number: -----

Annex Agreement

In accordance with the provisions of Paragraph 3.1.2 of the Contract made on -----, 2014 by and between "Healthcare Agency International New Life Georgia and -----, I hereby agree to be the Surrogate to the Potential Parent ----- (ID # -----) and ----- (ID # -----). I also undertake to faithfully fulfil my obligations before the Potential Parent.

-----, 2014