**IP-Agency-Surrogacy Agreement**

**NLGN - 11022016**

Tbilisi, Georgia February --, 2016

**“Healthcare Agency International New Life Georgia” Ltd,** (Registration No. 404862546; Legal Address: 34/63 Kazbegi Ave., Tbilisi, Georgia, hereinafter referred to as the **“Agency”**, represented by Sopiko Ukleba (ID No. 21001008389; Born on: 18.09.1985; Residing at App. 20, Build. 19, Mukhiani III Area;) duly authorized for purposes hereof by virtue of Power of Attorney (Issued on 22.01.2016) issued by the Director of the agency, Ekaterine Iashvili (ID No. 01010006281; Born on: 21.03.1974; Residing at App. 54; Building No. 11; Nutsubidze Spole 3, 3rd Block, Tbilisi, Georgia) on the one hand

and

------------------- (Passport No. -------------; Born on: ----------; Address: ---------------) and ------------------- (Passport No. -------------; Born on: ----------; Address: ---------------), hereinafter together referred to as the **“Intended Parent”**, on the other hand, hereinafter referred together as the “**Parties**”, acting under the applicable law, are entering into the present Service Agreement (hereinafter referred as **“Agreement”­)** on the following:

1. **Subject of Agreement**
   1. On the basis of the Agreement and in accordance with its conditions:
2. The agency undertakes to provide the intended parent with the service of searching and choosing a surrogate mother (hereinafter "surrogate”).
3. The intended parent undertakes to pay the agency an agreed price for the service provided under this agreement.
   1. By the Agreement of the parties, intended parent may be provided by the agency with the service not contemplated by this contact.
4. **Rights and Obligations of the Parties**
   1. The Agency is entitled to:
5. Demand from the indented parent the strict compliance with the provisions of this Agreement and compensation for the damage due to the default.
6. Demand from the intended parent submitting all the documentations and information requested and needed for fulfillment of this agreement.
7. Take all the necessary actions to make sure that the amount payable by the intended parents to the surrogate does not exceed 15 000 (fifteen thousand) USD equivalent in Georgian Lari, in accordance with official exchange rate established by the National Bank of Georgia for the day of payment (Note: this sum does not include medical expenses that the surrogate needs in the prenatal period and for delivery.)
8. To demand from the intended parent submitting all the documentations and information requested and needed for fulfillment of this agreement.
9. The Agency undertakes to:
10. Familiarize the intended parent with surrogate candidate.
11. Provide the intended parent with up-to-date information regarding the surrogate, including and not limited to her personal identification data, family status, marital status, criminal record, general medical history, results of all medical examination which qualify her as a surrogate.
12. Communicate the intended parent with the surrogate chosen by the intended parent within 5 (five) working days from the request.
13. Change surrogate chosen by the intended parent with another surrogate if it turns out on basis of a medical reports performed in the lab and proving the surrogate’s current state of health is unsatisfactory, namely the surrogate has sexual transmitted diseases or/and hormonal disorders.
14. Provide the intended parent with written information on licensed healthcare institutions providing services in the field of in-vitro fertilization (IVF), if so requested.
    1. The intended parent is entitled to:
15. To request a surrogate candidate.
16. Request from the agency communication with the surrogate and avoid direct contact with her.
17. Request from agency to replace the surrogate with another surrogate without payment of any additional costs if the surrogate’s current state of health is unsatisfactory, namely the surrogate has sexually transmitted or/and hormonal diseases or other infectious or non-infectious disorders. In this respect, the agency must be provided with the relevant written medical documents by licensed doctor or by the intended parents.
18. Have three attempt of embryo transfer into surrogate’s uterus in one agency service charge. In case of only one or two attempt – the agency fee remains the same.
19. Request second additional surrogate from the agency. In this case payment and agreement terms for the second surrogate remain the same.
20. Not to pay the surrogate fees foreseen in 2.4.5. if DNA proofs that baby is not genetically linked to the intended parent/parents.
21. In the event of non-fulfillment of the obligations foreseen by paragraphs 2.2.3. and 2.2.4. of the present agreement, to request in writing that the agency refund the money paid to the agency by the intended parent within 10 working days from such request.
22. The intended parent undertakes to:
23. Pay the agency cost of service timely and fully.
24. Record in written form the decision upon choosing the surrogate. The decision will be attached to the present Agreement in form of annex and will constitute an integral part of the Agreement.
25. Faithfully pay to the surrogate both the amount agreed upon between them and the medical expenses needed for the surrogate before and for the delivery.
26. Pay the surrogate 250 (two hundred fifty) USD equivalent in Georgian Lari, in accordance with official exchange rate established by the National Bank of Georgia for the day of payment, for each embryo transfer trial on the day of embryo transfer.
27. To pay the surrogacy charge of 12 300 (twelve thousand three hundred) USD equivalent in Georgian Lari, in accordance with official exchange rate established by the National Bank of Georgia for the day of payment. The amount shall be paid to the surrogate mother within 10 (ten) working days after delivery of baby. If the Intended Parent wish to conclude DNA test, Intended Parent will have to conclude the test within 10 (ten) working day after delivery of baby.
28. Pay the surrogate 300 (three hundred) USD equivalent in Georgian Lari, in accordance with official exchange rate established by the National Bank of Georgia for the day of payment per month, after confirmation of the surrogate’s pregnancy. Pregnancy calculation starts from the 1st day of the last menstrual cycle of the surrogate.
29. In case of premature delivery from the 30th week of pregnancy with or without complications, pay the money payable to the surrogate.
30. If baby born with congenital anomaly, pay the money payable to the surrogate.
31. In the event of pregnancy termination from the 18th including week 24th of pregnancy due to the reasons beyond the control of the surrogate, pay the surrogate 2 000 (two thousand) USD equivalent in Georgian Lari, in accordance with official exchange rate established by the National Bank of Georgia for the day of payment.
32. In the event of pregnancy termination from the 25th week including 30th week of pregnancy due to the reasons beyond the control of the surrogate, pay the surrogate 6 000 (six thousand) USD equivalent in Georgian Lari, in accordance with official exchange rate established by the National Bank of Georgia for the day of payment. If baby survives over 28 days, pay the surrogate full amount.
33. In case of twin pregnancy, pay the surrogate additional 1000 (thousand) USD equivalent in Georgian Lari, in accordance with official exchange rate established by the National Bank of Georgia for the day of payment.
34. In case of loss of uterus, pay the surrogate 2 000 (two thousand) USD equivalent in Georgian Lari, in accordance with official exchange rate established by the National Bank of Georgia for the day of payment.
35. In case of ectopic pregnancy, pay 2 000 (two thousand) USD equivalent in Georgian Lari, in accordance with official exchange rate established by the National Bank of Georgia for the day of payment. Note: Out of 2 000 USD, 1 5000 USD is for surgery and medical services and other 500 USD is for the compensation for surrogate).
36. In case surrogate mother developed pathology which threatens her life and no less than three medical specialists’ medical conclusions are presented with recommendation of abortion, cover the abortion costs.
37. **Cost of Service**
38. The cost of service to be paid by the intended parent to the agency amounts to 2 500 (two thousand five hundred) USD equivalent in Georgian Lari, in accordance with official exchange rate established by the National Bank of Georgia for the day of payment.
39. The cost of the service shall be paid by the bank transfer within 5 (five) working days after selecting the surrogate in the agency’s database by the intended parent.
40. All the sums will be transferred in the USD (United States Dollars) equivalent in Georgian Lari, in accordance with official exchange rate established by the National Bank of Georgia for the day of payment.
41. Any payment under this Agreement shall be made by the intended parent to the agency’s Bank account mentioned in Paragraph 3.5. of this Agreement, unless some other bank requisites are notified to the Agency in writing.
42. Bank requisites of the agency:

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1. **Representations and Warranties**
   1. The intended parent represents and warrants that:
2. As of the moment of executing/signing the Agreement he/she is/will be capable (among them according to the rule established by the effective Legislation).
3. For the purpose of authority necessary for execution/signing and enforcement of the Agreement he/she has acquired all necessary permits, approvals or proxies.
4. For the purpose of authority necessary for execution/signing and enforcement of the Annex of the Agreement in the future, he/she will have acquired all necessary permits, approvals or proxies.
5. The Agreement is/will be executed by him/her voluntarily, without any violence, threat, cheating, misleading and/or any other circumstances on behalf of the Agency or Third party.
6. Execution and enforcement of the Agreement does not/will not inflict violation of those contractual, judiciary (including arbitration), legislative and/or other obligations which he/she is committed to preserve.
7. As of the moment of executing/signing the Agreement and for their entire effective term, his/her activities and/or actions comply/shall comply with own charter and/or other regulatory document and local and/or international legislation.
8. His/her actions are/will not be intended to cheat the Agency. Taking into account this principle, for the purpose of execution and/or enforcement of the Agreement, the document and/or information submitted by him/her to the Agency, at the moment of submission, is/will be true, correct and complete. Also, he/she is aware that submission of false documents and/or information represents the punishable offence according to the Legislation.
9. He/she realizes that the Agency is not responsible for the information provided from the surrogate about her family status, health, quantity of abortions or pregnancy, criminal records and etc., as the Agency relies on the statements and information received from the surrogate.
10. He/she have voluntarily consented to be the intended parent (biological parent) with all the relevant risks and discomfort. Accordingly, the intended parent 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:
11. In any dispute or misunderstanding arises in the course of relations between the surrogate and the intended parent, and/or their legal relation ends in vain.
12. The agency is not responsible for the authenticity and accuracy of the information/documentation provided by the surrogate.
13. He/she has no right to request pregnancy termination unless the child runs a substantial risk of a physical or mental disability, and the diagnosis is confirmed by the attending physician, and the attending physician advises an abortion then the intended parent shall have the right to ask for abortion and shall bear all abortion costs as well as any additional medical costs resulting from the abortion. Intended Parent has no right to seek abortion or termination of pregnancy for reasons other than the reasons stated in this clause.
14. In case the intended parent(s) don’t want to take the custody of the child/ren so born out of this agreement and/ or abandons /disowns the child/ren so born for any reason whatsoever then without any prejudice to the rights to recover compensation and damages the surrogate or the agency can take appropriate action under law to hand over the child to the Child Care agencies and/or to approach the court/police/high commissions/embassies to initiate penal action against the intended parent(s) and shall in no way be responsible to take care and custody of the child. In the event if the surrogate is to give the child under adoption, the same shall happen at the cost and risk of the intended parent(s).
    1. The above Representations and Warranties of the Intended Parent are in effect prior to full and due fulfillment of obligations assumed by the Parties under the Agreement, despite full or partial termination of the Agreement.
    2. The Intended Parent shall immediately inform the Agency in writing regarding all circumstance(s) which may be incompliant with his/her above indicated Representations and Warranties and/or may cause their violation. Also, he/she shall notify the Agency on any such occurrence which jeopardizes full and due fulfillment by the Intended Parent of obligations assumed under the Agreement.
    3. The Parties represent and acknowledge that the Agency enters/will enter into and enforce the Agreement only on the basis of the above Representations and Warranties of the Intended Parent.
15. **Other Rights and Obligations of the Parties**
    1. In order to ensure implementation of the Agreement the Parties:
       1. Are authorized to use in full and duly the rights defined by the Agreement and/or applicable Legislation.
       2. Are obliged to fulfill in full and duly the obligations defined by the Agreement and/or applicable Legislation.
16. **Confidentiality**
    1. The Parties shall keep any kind of information received from the other Party confidential throughout the entire term of the Agreement and after completion of the contractual relations.
    2. The above limitation regarding confidentiality shall not refer to information or to disclosing of information:
       1. Which was known without the breach of the Legislation to the Party receiving information prior to delivering information to the other Party.
       2. If information will be disclosed by the Parties by adhering the requirements of the Legislation and for their due performance (including for exercising its rights by any of the Parties through the court).
       3. Which may be obtained from other sources.
       4. If information will be disclosed to the Third party: a) upon written agreement of the Parties, in such a case the Party disclosing the information will be responsible for Third Party’s keeping information confidential, or b) independently from Parties.
    3. The Agency is authorized to deliver information related to the Intended Parent to the Third parties for the purpose of exercising the rights of the Agency resulted from failure to perform or duly perform the conditions of the Agreement by the Intended Parent, and/or for monitoring of fulfillment by the Intended Parent of the conditions of the Agreement.
17. **Responsibility of the Parties**
    1. Unless otherwise specified by the Agreement:
18. The intended parent undertakes to pay the Agency for the breach of any obligation assumed under the Agreement a one-time-only fine in the amount of 3 (three) per cent of the Service Cost by the moment of breach and daily fine in the amount of 0.5 per cent of the Service Cost per each outstanding day (full or partial) until the fulfillment of each corresponding obligation in full and properly.
19. The Agency undertakes to pay the intended parent for the breach of Service Cost Payment obligation assumed under the Agreement a one-time-only fine in the amount of 3 (three) per cent of the Service Cost by the moment of breach and daily fine in the amount of 0,5 per cent of the Service Cost per each outstanding day (full or partial) until the fulfillment of each corresponding obligation in full and properly.
20. The Parties undertake to compensate each other damages (loss) inflicted to another Party due to full or partial non-fulfillment or improper fulfillment of the Agreement in accordance with procedure established by Legislation and/or the Agreement and compensation of losses does not relieve the Parties of fulfillment (payment) of obligations assumed under the Agreement.
21. **Claims and Disputes**
    1. Claims arising from the Agreement, the Parties may deliver to each other in writing. The Party receiving the claim shall within 15 (fifteen) calendar days satisfy the claim fully or partially or notify the other Party in writing on refusal to satisfy the claim.
    2. Any dispute arising regarding to the Agreement (including existence, interpretation, performance and execution of the Agreement) shall be resolved through negotiations. In case of failure to negotiate, the Parties refer the disputed issue to court. The dispute will be considered in accordance with the applicable legislation.
22. **Modifications and Amendments**
23. Amendments and modifications to the Agreement may be made only in writing, as agreed by the Parties.
24. The amendments and modifications to the Agreement represent Annex and integral part of the Agreement.
25. **Effectiveness and Termination of the Agreement**
    1. The Agreement becomes effective since the moment of its signing by the Parties and stays effective until the Surrogate’s delivery.
    2. In the cases and under the terms defined by the Agreement and/or the Legislation, the early termination of the Agreement in full or partially, is possible:
26. If the surrogate miscarries after the 10 (ten) weeks of pregnancy.
27. If the embryo transfer is carried out three times by the surrogate unsuccessfully. Three attempt of embryo transfer must be done in 12 (twelve) month after signing the agreement.
28. If the intended parents do not intend to transfer embryos into surrogate after first failed cycle.
29. By the Agency, if the intended parent fails to discharge in full and properly any obligation (including service to be provided, representations and warrantees, any condition and/or other obligation) defined by the Agreement.
30. By the Parties written agreement;
31. In other cases stipulated by the Agreement and/or the Legislation if the cases stipulated by the Legislation does not contravene the Agreement.
    1. The Agency is authorized, in case of existence of conditions defined by the 10.2.4 and 10.2.6 subparagraphs of the Agreement, to unilaterally terminate the Agreement in full or partially and without compensating damages (loss), by way of sent notice to the intended parent, in 30 (thirty) calendar days from the receipt of the notice by the intended parent, if other term and/or conditions for full or partial termination of the Agreement are not defined by this notice.
    2. In case if based on the Legislation the intended parent decides to unilaterally terminate the Agreement in full or partially, he is bound to notify in writing the Agency about the made decision, its basis and the date of its becoming effective, which shall not be less than 60 (sixty) calendar days. If in the cases stipulated by the Agreement and/or the Legislation the Agreement has to be terminated in shorter terms and/or the Agency finds it advisable to terminate the Agreement in a shorter term, the Agreement may be terminated in a shorter term.
    3. If the intended parent terminated the Agreement at that point in time, when the Agency was unable to otherwise ensure its interests, the intended parent shall compensate any damage (loss) inflicted to the Agency by such termination.
    4. Termination of the Agreement in full or partially does not relieve the Parties from the discharge in full and properly of obligations assumed under the Agreement and/or obligations established by the Legislation before the moment of coercive or voluntary enforcement of such obligation.
    5. In case of Legislation amendments/change Parties are obliged to perform and fulfill all the obligations stipulated by the Agreement.
    6. If the results (responsibility) of termination of the Agreement in full or partially are not stipulated by the Agreement, the Parties shall be guided by the applicable Legislation.
32. **Other Conditions**
33. The Parties confirm that the contents of the Agreement explicitly expresses the will of the Parties and that the expression of such will occurred as a result of reasonable judgment of the contents of the Agreement and not solely based on literary meaning.
34. Each and every right granted to the Party as a result of breach by the other Party of the Agreement and/or full or partial breach of Legislation, is collective and shall add to all other rights granted by the Agreement and/or the Legislation.
35. No use by the Party of the rights granted by one of the Parties to the other with regard to full or partial breach of the Agreement, Other agreement associated thereto and/or Legislation shall not apply to any subsequent breach of the Agreement, Other agreement associated thereto and/or Legislation.
36. Annulment of any of the article(s), paragraph(s) and/or sub-paragraph(s) of the Agreement shall not cause annulment of other paragraph(s) and/or sub-paragraph(s) of the Agreement. Instead of the annulled provision, new provision will be used which will allow easier achievement of the goal envisaged by the Agreement.
37. The Agreement with their liabilities and benefits are mandatory for the legal successors/assignees of the Parties, unless otherwise envisaged by Legislation, taking into consideration the contents of the Agreement and/or its/their article(s), paragraph(s) and sub-paragraph(s).
38. The Intended Parent shall not, without prior written consent of the Agency, transfer to the Third party the obligations assumed or the rights granted to it under the Agreement (including Annex). Refusal of the Agency excludes the possibility of any above indicated actions and accordingly any action exercised through breach of this rule is void and shall not bear legal consequences unless otherwise explicitly envisaged by the Legislation in particular cases. Furthermore, this provision does not imply the reservation that the Intended Parent should personally perform obligations and does not exclude the right of the Agency to accept performance from the Third party, notwithstanding the consent of the Intended Parent.
39. The Agreement is interpreted and regulated according to the Legislation. In cases not envisaged by the Agreement and/or Other agreement associated thereto, the Parties shall adhere to the norms established by the Legislation regulating relevant relationships and/or additionally agreed terms.
40. The notices and other communications provided by the Agreement shall be delivered in person or sent by a registered letter to the addresses specified in the Agreement. Email communication between the parties represent official corresponde. At that any change regarding the particulars of the Parties shall be notified to other Party(ies) within 5 (five) days after such change. In case such procedure is not observed by any Party and other Party(ies) has/have not received the notice of change of particulars, the sent notice will be considered as delivered.
41. The Agreement is made in English language. If any of the Parties does not understand English and/or its writing, or the Parties or one of the Parties wishes, then Agreement may be drawn up in other languages acceptable to the Parties. When interpreting the Agreement, Georgian version shall prevail. These norms also apply to the relations between the Parties and/or design or interpretation of the Agreement and/or any other document.
42. Each identical counterpart of the Agreement shall be handed out to the Parties.
43. **Signatures of the Parties**

**On Behalf of the Agency Intended Parent**

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**Sopiko Ukleba /-----------------------------/**

**“Healthcare Agency International**

**New Life Georgia” Ltd**

**ANNEX N 1**

**Consent of the intended parent**

In accordance with the provisions of Paragraph 2.4.2 of the Agreement made on \_\_\_\_\_\_\_\_\_\_\_\_\_ 2016 by and between “Healthcare Agency International New Life Georgia “Ltd and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Passport #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Passport # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_). We hereby agree for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (personal # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) to be our Surrogate Mother. We also undertake to faithfully fulfil our obligations before the Surrogate Mother.

Intended Mother : /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/

Intended Father : /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/

February, 2016