



Pons Medical Research LTD

Your trusted medical partner

OFFICE IN CYPRUS

ABC BUSINESS CENTRE 4th Floor, Office 405, 8010-Paphos

REPRESENTATIVE IN UKRAINE

Ekaterininskaya str. 77 2nd floor 65012-Odessa

Email: info@ponsmedical.eu State Registration Number: HE375829

Guaranteed "Perfect" Program Contract № xxxxxxxx signed, xxth of (month) 2018.

LTD "Pons Medical Research", hereinafter referred to as "**The Company**", represented by Edel Pons Suarez (Passport **number** XDB313695, issued by EMB Oslo, Date 24.06.2014), on one part, and

Ms. xxxxxxxx

(Citizen of _____, Passport : _____, issued) and

Mr. xxxxxxxx

(Citizen of _____, Passport: _____, issued)

hereinafter referred to as "**Intended Parents**" on the other part, made the present contract as follows:

1 SUBJECT OF THE CONTRACT

1.1. Under this Contract the Company renders to the Intended Parents the services, described in the Article II and the Intended Parents agree to pay the amount of money which is specified in the Article III, named "Terms of payment"

1.2. By agreement of the parties and for the extra costs which shall be arrange by parties additionally, the Intended Parents may be provided with services not contemplated by this Contract.



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2 DESCRIPCION OF THE MEDICAL SERVICES PROVIDED

- 2.1 Collection of sperm, spermogram, test of HIV, Syphilis, Hepatitis B and C, Blood group and Rh factor tests.
- 2.2 Search, medical tests according to obligatory list of Order 787 of Health Ministry of Ukraine for oocyte donors.
- 2.3 Performing IVF procedure with the usage of the husband's sperm (Intended Father), donor's oocytes and transfer of one or two embryos to the surrogate mother. The procedure of embryotransfer will be repeated in case that the previous procedure's pregnancy cannot be confirmed by heartbeat providing that there are available embryos.
- 2.4 IVF procedure includes: medications for ovulation induction of the oocyte donor, ovulation induction of the oocyte donor, follicular puncturing of the oocyte donor, egg collection and fertilization with husband sperm by ICSI method, embryo cultivation, embryo vitrification (in case of medical indications), embryo transfer to the uterus of the surrogate mother, medications for the surrogate mother till hCG hormone test or till six weeks of pregnancy, vitrification of embryos remained.
- 2.5 After completing the IVF procedure screening of pregnancy will be performed by investigation the HCG level in blood and by detecting fetal heartbeat.
- 2.6 One stimulation cycle of the Intended Mother (to be performed in the Clinic) and two transfers of embryos resulting from the fertilization of her own oocytes may be included in the price of the program providing that at least 4 embryos result from such fertilization. If the initial 2 transfers using the Intended Mother's genetically linked embryos do not end in a successful pregnancy, the next transfers will be performed using embryos resulting from the fertilization of oocytes given by a donor and fertilized with the sperm of the Intended Father.
- 2.7 If the number of "Day 5th –embryos" resulting from the fertilization of M2 oocytes is reduced to 40% or less or the resulting embryos are less than 4 after performing of PGD, the Intended Parents will pay an extra cost specified in the "Price List" per every fertilization cycle and the 2nd payment will have a reduction of 50%.
- 2.8 If the pregnancy is confirmed by heartbeat (ultrasound), the number of already performed embryotransfers is 6 or more and one of the following situation takes place: death of the premature baby; death of the baby because of conditions originated under the delivery; interruption of the pregnancy because of death, accident, illness or disappearance of the surrogate mother; abortion; miscarriage then the procedure of transfer of 2 embryos will be repeated until 2 times more.



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3 TERMS OF PAYMENT

3.1 According to this agreement the Intended Parents agree to pay to the Company the amounts of money which are specified in the "Price List" and agreed invoices for the required services and in the agreed schedule.

3.2. In case of payments made by bank transfer, a photocopy of the bank's transfer receipt should be sent by email. The amount received should be the amount required after any bank fee. The payments made by Bank Transfer will apply an extra fee of 3.4%.

3.3. All the expenses related to the processing of papers by the relevant Embassies and issuance of the travel documents/passports by these authorities are paid by the Intended Parents.

4 RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Company is obliged:

4.1.1. To provide all of the services, described in the Article II, properly.

4.1.2. To make for settlement of all possible misunderstanding arisen between Intended Parents, Clinic and the surrogate mother.

4.2. The Company is entitled:

4.2.1. To demand from Intended Parents payment of the price determined by services in proper time and in the whole volume.

4.3. The Intended Parents are obliged:

4.3.1. To pay to the Company the price determined by services in proper time and in the whole volume.

4.3.2. The Intended Parents are legally obliged to take responsibility of the baby (s) once he/she/they have been discharged from the maternity house. And once they do so they shall be considered solely responsible for the health and wellbeing of the baby(s).

4.4. The Intended Parents are entitled:

4.4.1. To participate in the process of selection of the surrogate mother and can personally meet her during their first visit to Odessa.

4.4.2. To get accurate and expedite information about the evolution of the pregnancy at any moment by contacting the customer service of the Company by email or phone.

4.4.3. To file a complaint in case that they are not fully satisfied with the fulfillment of The Company contractual obligations.

5 STATEMENTS OF PARTIES.

5.1. The parties state and realize that:

5.1.1. They are authorized to sign this contract.

5.1.2. That they do not and/or will not break current legislation, own statute and/or any other regulation documents by signing this contract and performance of actions foreseen by this contract.

5.1.3. Abortion of the child (children) at the request of the Intended Parents can happen only before the week 8th of pregnancy and after the payment of the totality of the cost of the program that in such case will be considered terminated without further obligations on the side of the company. Abortion of the child (children) after week 8 cannot be performed unless there are serious risks for the life of the Surrogate Mother or incapacitating illness of the child (children) as determined by a medical specialist.



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5.1.4. The child (children) being gestated by the Surrogate Mother according to the wish of the Intended Parents and according to the regulations and laws of Ukraine cannot be refused by the Intended Parents unless the conditions mentioned in the point 5.1.3 are met. The Intended Parents may face criminal responsibility if they fail to exert their parental obligations.

6 CONFIDENTIALITY

6.1. Any documentation and other information submitted by parties to each other that is of Commercial, non-commercial or other value, in spite of its verbal or written form, is considered to be commercial information that cannot be transferred to third parties without previous written agreement of the other party except cases when it is connected with fulfillment of obligations under this contract and other cases foreseen by legislation.

6.2. Obligation to keep confidentiality is unlimited for the Company excepting cases determined in point 7.1 of this contract.

6.3. The parties are obliged to repay to each other all losses connected by their non-fulfillment of confidentiality obligation.

7 FORCE- MAJEURE

7.1. In the context of this contract the term force-majeure circumstances means begin of following circumstances:

7.1.1. Military actions, revolt, civil war and unrest.

7.1.2. Issue of legislative acts that forbid activities conducted by any party of this contract.

7.1.3. Any other circumstance beyond parties' control. In addition to the above-mentioned the circumstance is considered to be force-majeure in case it exerts direct influence upon fulfillment of obligations by parties.

7.2. In case of force-majeure circumstances that can make impossible fulfillment of rights or obligations of any party, the party that cannot fulfill its obligations because of influence of force-majeure circumstances, should inform other parties about it and in such case the term determined for fulfillment of its obligations under this contract will be extended for the period of validity of force-majeure circumstances.

7.3. If validity of force-majeure circumstances lasts 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 in case the contract is cancelled because of force-majeure circumstances.

8 VALIDITY OF THE CONTRACT

8.1. This Contract comes into force from the moment of its' signing by the parties and is valid till 27th of November 2020.

8.2. The end of Contract's validity term doesn't liberate the Parties from the responsibilities, which have appeared during the term of its validity.

8.3. Changes or/and amendments to this Contract should be made in written form only and shall be valid from the moment they are signed by each party.

8.4. The contract can be cancelled by mutual agreement of parties.

8.5. If this contract is terminated by the Intended Parents before the beginning of any procedures, 500 EUR is kept back from the first payment.

8.6. If this contract is terminated by the Intended Parents during/beginning of the donor stimulation or during/beginning of the biological mother stimulation or when the donor is on



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birth control pills, getting ready for the program, 50% is kept back from the first payment.

9 REPRESENTATION IN UKRAINE

9.1. The company will put in disposition of the Intended Parents a representative in Ukraine who will act as their attorney during the whole duration of the program. The Intended Parents will grant him/her right to make decisions about medical, financial and legal issues on behalf of them according to a Power of Attorney that will be signed by the Intended Parents on purpose of the treatment of infertility with the help of methods of reproductive technologies in Ukraine.

10 FINAL PROVISIONS

10.1. Notifications foreseen by contract and other communications should be handed over personally or sent by registered letter to addresses mentioned in the contract. Besides, each party is obliged to inform other parties about any changes concerning parties` requisites within 3 (three) days after introduction of such changes.

10.2. The Contract, along with rights and obligations foreseen in it, completely distributes on correspondent legal successors and assignees of parties.

10.3. In case any article or/and any point of the contract is invalid in compliance with current legislation, all other articles and/or points remain valid and instead of invalid article or/and point there will be taken such article\point, which will make it possible to reach the goal of contract.

10.4. Attachments to this contract are its integral part. Introduction of any changes in this contract (or/and its attachments) is possible in written form only and will be valid after their signing by each party.



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11 PARTIES' REQUISITES:

“The Company”

LTD “Pons Medical Research“

State registration number: HE 375829

Registered Address: ABC BUSINESS CENTRE 4th Floor, Office 405, 8010-Paphos. Cyprus

Phones:

Cyprus: +357 96926714

Ukraine: +380 660653031

E-mail: info@surrogacybypons.com

“Intended Parents”

Ms. xxxxxxx

(Citizen of _____, Passport : _____, issued) and

Mr. xxxxxxx

(Citizen of _____, Passport: _____, issued)

Registered Address:

Post Address:

Phone number:

Email:

/ _____ /Signatures of Parties

/ _____ // _____ /