

Disclaimer by New Life Global Network

At New Life Global Network we endeavor to list our Terms & Conditions clearly and transparently. Please note that once you have made your first payment and signed your agreement with any branch of the New Life Global Network, you are bound by the Terms and Conditions following:

➤ MEDICAL

Medical Service

For those countries where New Life Global Network is not represented by its own clinic and acts as a facilitator between the Intended Parent and the local Partner Clinics/Doctors, New Life Global Network accepts no liability for the performance of the Partner Clinics/Doctors, or for the consequences of any action taken on the basis of information provided by the Partner Clinics/Doctors. The Intended parent is obliged to sign an agreement for the medical service directly with the clinic providing this and the clinic/doctor performing the medical procedure bears full responsibility.

Embryo Transfer

The number of embryos transferred to a surrogate mother /carrier is usually agreed with the Intended Parent in advance and the doctor acts based on his/her consent. New Life Global Network accepts no liability for the decisions of the Intended Parent. For example if the intended parent agrees to transfer more than one embryo, resulting in the surrogate mother pregnant with twins, no selective reduction is performed (unless medically indicated). The Intended parent bears all responsibility for his/her decision regarding the number of embryos transferred. In the interests of the surrogate's well-being and the additional risks a multiple pregnancy poses, New Life does not permit more than 3 embryos to be transferred at a time.

Communication with the Medical Staff

New Life Global Network accepts no liability for the frequency and mode of communication from the Doctor /medical staff of the partner clinic. Whilst we strive to provide prompt communications, the Doctor /medical staff are often committed to medical procedures during the day, therefore reasonable time should be allowed for obtaining responses to e-mails or phone calls. We are open to share direct contact details of the Doctor/medical staff with our intended parents, where the former agrees, but New Life Global Network cannot be held liable for their delay in response. To encourage quick e-mail feedback and updates, we advise intended parents to directly contact our Follow-up Managers and Patient Coordinators.

➤ **FINANCIAL**

Changes in Program Price

New Life Global Network reserves the right to update changes in the program costs as they occur, unless the contract has been signed and first payment made. Fees quoted at the time of initial consultation may be outdated by the time of deciding to proceed; therefore New Life GN can only offer current program costs.

Deposits, Payments & Cancellations

New Life Global Network will require a deposit (the first payment) to secure your booking of an egg donor with full payment to be made according to the payment schedule agreed in advance. All prices and availability of the egg donor are subject to change until we have received the signed agreement. The deposit amount will vary depending on program details. Non-receipt of your Deposit payment, by the stated due date, will result in your booking being cancelled.

Tickets and Accommodation

In very rare occasions the program dates may get changed or the necessity of postponing the program may arise. Therefore all Intended Parents are strictly warned that the tickets they buy must be exchangeable and refundable. The same applies to any arrangements for accommodation.

In case the Intended Parents buy the tickets that are nonrefundable and/or not exchangeable New Life Global Network does not bear any financial responsibilities and cannot be kept liable for any actions taken by the intended parents.

Refunds

On rare occasions the egg donor chooses not to proceed, most often due to unforeseen personal circumstances. In this instance, alternative options will be offered and discussed at the discretion of the program coordinator. However, if the intended parent prefers to cancel the program and not select a new donor, a full refund of the donor's costs will be provided subsequently.

The number of eggs retrieved from a donor cannot be guaranteed. Any previous donation results may not be consistent with each donation cycle. Clients will be informed of the donor's progress under medical stimulation but cannot request a refund for egg numbers not meeting expectations. If it turns to a very rare occasion of Empty Follicle Syndrome (EFS) meaning that no oocytes are retrieved after an adequate ovarian response to stimulation and meticulous follicular aspiration the trail will not be counted. No refund policy is applicable in case of EFS and the Surrogate Mother's preparation/screening/compensation fees will remain chargeable.

If the intended parent chooses to cancel their program for any reason, no refund can be provided.

Equally, no refunds can be claimed for unsuccessful attempts and completed procedures. Fertility treatments do not offer a guarantee of success and whilst we endeavor to work with every client towards this goal as soon as possible, all intended parents should be prepared for additional attempts if required.

Coverage of Emergency Care Fee

All expenses associated with any emergency care (medical, non-medical) undertaken for a surrogate mother or a baby encountered from the surrogate having signs of early delivery, actual premature delivery of the baby or any additional medical care (rather than standard one encompassed in the financial annex) shall be covered by the intended parent(s). Here are several examples of the emergency care fee for which should be covered by the parents:

- Medical consultation regarding early (earlier than due date set by the doctor) constriction of the surrogate mother
- Medication/procedure for preventing progression of early constrictions
- Transportation of a surrogate mother /baby to clinic and back
- Transportation of a surrogate mother/baby to another city (for example from Cancun to Tabasco, in case program is done in Mexico)
- Accommodation and living expanses of a surrogate in other city (for example if surrogate is taken to Tabasco earlier than set date)
- Fee for emergency care unit in case baby is born premature and needs extra care
- Fee for invited doctor to get the second medical opinion

The similar policy applies to post natal care complications that may occur after delivery and there is a need of additional care to be taken to the Surrogate Mother before she is discharged from the Hospital.

Usually such emergency fees are payable within a short notice and the immediate actions are expected to be undertaken by the Intended Parents. With purpose the late transfer does not influent on the health status of the SM/baby New Life offers the IPs to deposit the amount agreed with the Agency beforehand. This precaution is mostly actual for those programs when the medical record predicts / estimates the pregnancy to run with certain complications or early delivery to occur.

New Life Global Network is not responsible if the stay of the IPs in the country of program realization is prolonged due to the legal procedures.

In the event of premature delivery the request on farther investigation should be applied within maximum 48 hours. New Life has no rights to act on behalf of the parents in this matter. All expenses should be covered by the Intended Parents on the spot.

Payments in Cash

Program fee payments to New Life Global Network are made via bank transfer. New Life Global Network accepts no liability if the intended parents provide the payment in cash form to any employee of the

organization. Each employee is aware that he/she should not accept program fee payments in cash. Should this ever be requested of you, please inform our head office accordingly.

Discounts

New Life Global Network develops and sets program package prices in every country according to the local jurisdiction and tax regulations. All program prices are fixed and agreed with the local tax authorities. Therefore, we are not able to offer any discount to the program fee per individual request and are required to follow set regulations. Please do not request discounted costs as we do not wish to offend you by refusing.

Waiver of Agency Fee

New Life Global Network is represented in multiple countries worldwide. Each branch in a specific country operates under local jurisdiction and follows local regulations. The branches differ from each other in terms of tax code, regulations, program fees, etc. Therefore, no agency fee can be waived whilst moving the program from one branch to another. The full package fee from the newly selected branch will apply. This is also applicable when the intended parent still has additional attempts remaining with their contracted surrogate mother at a previous branch.

➤ Limitation of Liability/ Force Majeure

Compensation or refund payments will not be made for changes that arise as a result of situations outside of New Life Global Network's control. This includes any event that we, or the medical provider in question, could not foresee or avoid. Government actions, war, threat of war, strike, natural or nuclear disasters, quarantine, epidemic, severe weather conditions, change of legislation or similar events beyond our control.

➤ Egg Donor and Surrogate Mother

Confidentiality

No Intended Parent is authorized to provide his/her personal information or contact details to an egg donor, or a surrogate mother, without written confirmation by New Life Global Network.

Equally, the Intended Parent is not authorized to ask for the personal contact details of their egg donor, nor contact her without our permission. New Life Global Network takes no liability for the consequences caused by breaching this rule. Please also note that New Life accepts no liability for the consequences of direct communication between the intended parent and surrogate mother.

If the intended parent requests the contact details of their surrogate mother and justifies the need, in the interests of transparency, New Life Global Network will supply the same upon the surrogate mother's agreement. However, we accept no liability nor responsibility should any situation arise from direct communication. Requests for favors, gifts, extra services or additional payments, for example, would be the responsibility of the intended parent.

Adherence to the rules

Upon signing the Contract encompassing the details of selected Egg Donor the Intended Parent has no right to require her replacement. The Intended Parent is eligible for such action only in case the Egg Donor's pre stimulation tests are not approved by the Clinic.

Profiles of Donors and Surrogate Mothers

Surrogate and donor profiles are filled in based on the information provided by Donors and Surrogate Mothers themselves. We do our best to provide precise information, as well as counsel and medically screen the applicants. However, we cannot be held liable if either has not fully disclosed personal details.

Payments to Donors and Surrogate Mothers

In order to ensure transparency, New Life Global Network requests all personal payments, as stipulated on your contract/payment annex, are paid directly to surrogate mothers and egg donors' personal bank accounts. In the event that she does not have a personal bank account, or wishes these details to remain private, the intended parents are asked to make the payment via Western Union. Proof of payment sent must be provided to your Program Coordinator.

Power of Attorney

In the first term of Gestational Carrier pregnancy the Intended Parent (s) is obliged to provide the Pregnancy Care Coordinator with the Power of Attorney (apostilled/notarized) authorizing its holder with physical and legal custody of the Child. The document should encompass all rights, including legal and medical that can be associated with the Child. The Intended Parent(s) attorney shall remain liable for all expenses, fees, and costs associated with the surrogacy as delineated under the terms of this Contract. The Power of Attorney will come in force only for the condition if Intended Parent (s) dies while the Gestational Carrier is pregnant.

➤ COMMUNICATION

Communication with Founders

Please note that Co-founders of New Life Global Network are dealing with strategic planning, management and quality control issues. Therefore, they are not able to be in direct contact with all intended parents. By signing the disclaimer, each intended parent agrees that he /she do not expect direct communication from Mrs. Mariam Kukunashvili or Mr. Jaanus Pikani who cannot be addressed with personal requests at anytime.

Although, we place tremendous importance on our direct communication with intended parents and are always ready to listen to each of you. To ensure that your voice is heard, we are more than happy to

receive your feedback, suggestions or comments on quality of service provided by our employees via following e-mail: infomail@newlifegeorgia.com

Please indicate “info mail” in the subject line of your e-mail.

Flow of Communication

In order to facilitate prompt feedback, quality care and clear communication, New Life Global Network has specifically assigned coordinators for each part of the program: from initial contact (introduction and administrative) to medical process and pregnancy care. The first contact person for any intended parent is a follow up manager who introduces all program details and various options possible via e-mail or phone. After signing the agreement, the next step of the program is managed by a medical coordinator. Once pregnancy is confirmed, the program is managed by your assigned pregnancy care coordinator, who communicates between the intended parent, clinic staff and surrogate mother. All intended parents are requested to address the specific coordinator assigned to each stage of their program, as this allows us to be as efficient as possible.

Working Hours

Please be informed that our working hours are from Monday to Friday, from 10 am to 18 pm (local time per each country). Therefore our staff members can provide their reply on week-days only, from Monday to Friday. Although, in case of emergency (for example: cancellation of flight, urgency for medical advice for the stimulation process being in progress, some unexpected changes in the planned activities that require immediate attention and cannot be hold until Monday , etc.) you can contact our specially assigned staff member on duty at: **+ 995 595 24 13 15**

As to providing medical reports:

Since doctors need some time to provide documents of surrogate mother check up to our staff members, pregnancy care reports are usually sent the second day from its completion. If the medical report is done on Friday, please expect it to be provided to you no earlier than Monday.

All pregnant surrogate mothers, as well as egg donors and surrogates mothers undergoing medical stimulation can reach us anytime and their constant supervision is fully insured. Our surrogate mother/egg donor coordinator is in constant touch with each of them.