

32, Ring Road,3rd floor, Lajpat Nagar IV New Delhi, India 110024 Mobile phone: +91 9650399770 Phone: 011 - 30427508 Website: www.newlifeindia.com

day/month/year

INTENDED PARENT DONOR CONTRACT N - IP/ED-IND-001-SA

New Delhi

Contracting parties:

"New Life India Surrogacy Pvt. LTD", hereinafter referred to as "Agency", represented by its Country Manager, Sonia Arora, on the one hand, and Ms. /______ (passport N ______, Issued by ______) and Mr. /______) and Mr. /______, Issued by ______, issued by ______), hereinafter referred to as "Intended Parant" on the other hand, exting in accordance with the law, enter into the present Contract of

to as "Intended Parent", 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 to the Intended Parent the service of searching and choosing an Egg Donor.

1.2. By agreement of the parties, the Intended Parent may be provided with the service not contemplated by this Contract.

2. Rights and Obligations of the Parties.

2.1. The Agency is obliged:

2.1.1 To familiarize intended parent with the donor database existing in the Agency.

2.1.2. To communicate intended parent with donor chosen by potential parents/parent within three working days from the moment of receipt of demand.

2.1.3. To change Donor chosen by the Intended Parent with another Donor if it turns out on basis of a medical reports performed in the lab and proving the Donor's current state of health is unsatisfactory, namely the Donor has sexual transmitted diseases or/and hormonal disorders;

2.1.4. To make for settlement of all possible misunderstanding arisen between Intended Parent and the donor coursed with not fulfillments of responsibilities and obligation envisaged in the contract.

2.2. The Agency is entitled:

2.2.1. To demand from intended parent payment of the price determined by services in proper time and in the whole volume.

2.2.2. To demand from intended parent submitting all documentation and information requested and needed for fulfillment of this agreement.

2.3. Intended parent is obliged:

_____/

2.3.1. To pay to the Agency the price determined by services in proper time and in the whole volume.2.3.2. Decision on choice of donor should be made in written. Decision is attached to the contract in form of attachment and is its integral part.

Signatures of Parties



2.3.3. In case donor`s ovaries do not react to stimulation and relations with donor will be cancelled before puncture, to pay to the donor the sum in the amount of 300 USD equivalents in the national currency.

2.3.4. In case after carried out puncture weren't received any ovarian cell suitable for fertilization to pay to donor the sum foreseen in point 2.3.7

2.3.5. Intended parents are liable for the cost of return flights for the Egg Donor and her chaperone if they require her to travel for egg retrieval, plus fees for the consulate, the cost of a Hotel room and meals for the duration of the time they are required to stay. In case of unsuccessful donation (not good quality eggs or no eggs after egg pick up) Paid expenses and service fee is not refundable.

2.3.6. In case the number of follicles and eggs do not meet the Intended Parents' expectations, the agency is neither responsible to refund the expenses nor carry any responsibilities related to the mentioned results.

2.3.7. Egg donor's compensation 1000 USD equivalents in the national currency will be directly transferred to egg donor's bank account on the day of Egg Pick up . If the compensation will not be received by ED within 10 business days from Egg Pick up the agency has the right to request money transfer via Western Union.

2.4. Intended Parent is entitled:

2.4.1. To choose donor after studying of donor database existing in the Agency.

2.4.2. To demand from the Agency change of the donor with another donor without payment of any additional costs in case it has revealed that the state of health of the donor is unsatisfactory and in particular if donor has venereal and\or hormonal diseases or other infectious. Corresponding written medical document should be provided to the Agency in connection with the above-mentioned.

2.4.4. In case of non-fulfillment of obligations foreseen by points 2.4.1 of this contract to demand in written from the Agency refund of money paid to the Agency by potential mother within 10 working days from the receipt of demand.

3. Cost of services.

3.1. Agency fee for egg donor program would be 1000 USD.

3.2. Payment of service fee can be carried out cashless by means of transfer of money to the bank account of Agency mentioned in the contract.

3.3. Payment of service charge is non-refundeble in case of program cancelation, unless cancelation is caused by the Agency.

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, 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 other party in case it is connected with fulfillment of obligations under this contract and other cases foreseen by legislation of Nepal

4.2. Obligation to keep confidentiality is unlimited for the Agency excepting cases determined in point 4.1. of this contract.

4.3. Obligation to keep confidentiality foreseen in point 4.2 of this contract is valid until potential mother keeps confidentiality of this information.

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

5. Force-majeure.

5.1. In the context of this contract the term force-majeure circumstances means begin of following circumstances (that can exert direct influence over fulfillment of contract obligations by corresponding party). 5.1.1. Military actions, revolt, disorders, civil war and unrest.

/_____/ Signatures of Parties



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

5.1.3. 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.

5.2. 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-mejeure 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-mejeure circumstances.

5.3. 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.

6. Statements of parties.

6.1. The parties state and realize that:

6.1.1. They are authorized to sign this contract.

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

7. Validity of the contract.

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

7.2. The contract can be cancelled by mutual written agreement of parties.

8. Settlement of disputes.

8.1. The contract is regulated and interpreted in accordance with legislation of India

8.2. The parties will make their best to settle all disputes or misunderstanding arisen from this contract by means of negotiations.

8.3. The party`s claim will be considered by second party within 10 (ten) days from its receipt in written.

8.4. In case the parties fail to reach agreement by means of negotiations, the dispute should be considered in compliance with currents legislation of India

9. General provisions.

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

9.2. 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.

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

9.4. On basis of this contract any additional agreements made between parties on basis of this contract will be given priority in matters, for regulation of which this agreements or other contracts are made.

9.5. The contract is made in English language.

_ /

9.6. 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 before introduction of such changes. In case the parties fail to fulfill this rule and other parties have not received corresponding notification on introduction of changes, the sent notification will be considered to be handed over.

Signatures of Parties

10. Parties requisites and signatures:

"Agency"	"Intended Parent"
"New Life India Surrogacy Pvt. " LTD	//
	//
Address: 32 Ring Road, Lajpat Nagar 4, 3rd floor, New Delhi 110024 Identification code: // Bank name: HSBC Bank Bank Code (SWIFT): // Account number: // Phone: // E-mail: //	Register Address: // Real Address:// ID: // Home Phone Number: // Cell Phone Number: // Alternative Phone Number: // E-mail: //

_____/

/_

/_____/ /_____/

AGREEMENT

In accordance with the provisions of Paragraph 2.3.2 of the Contract made on /_____/, and between "New Life India Surrogacy Pvt. Ltd." And / _________ / (Passport N ______) and /________) and /_________, (Passport N ______), we hereby agree for /_____/ to be our Donor. We also undertake to faithfully fulfil our obligations before the Donor.

/

/

/____

/____

/____

_____ / Signatures of Parties /_____ / ____ /