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**AGREEMENT BETWEEN INTENDED PARENTS (CUSTOMERS)
AND RENAISSANCE HOLDING Ltd.
ON LEGAL SERVICES PROVISION
(the Principal Agreement)**

The contract contains all the essential information about the agency, about all the organizational steps, the costs of the services connected with fertilization, surrogacy and egg donation, and the terms of payments.

The RENAISSANCE HOLDING LTD herein agrees to any services (referred to as “SERVICES”) described in Article I concerning the **IDEAL Package**. This document confirms that during the IVF procedure the AGENCY is to bear all the necessary expenses concerning maintaining the surrogate mother during the pregnancy and the cost of egg donation. At the same time, the AGENCY makes sure that the surrogate mother does not undertake any activity that could endanger the pregnancy.

According to this agreement the INTENDED PARENTS agree to pay the amount of money which is specified in Article II of the **IDEAL Package**.

This package is ideal for clients as it contains unlimited number of attempts. In case of a failed attempt of donation the program moves to surrogacy without losing money but with transition to surrogacy from the third payment.

The donation program costs **€9,900** (1- 2 attempts). In case a positive result hasn't been achieved it is possible to move to surrogacy without losing payments. **€9,900** counts as the first and the second payment for surrogacy package. The surrogacy program begins with the second visit to the clinic to perform the pick-up and embryos transfer.

If the result is positive, no additional payment should be paid.

DEFINITION OF TERMS

Accommodation — means standard room in one of the residences or partnering hotels, provided by the RENAISSANCE HOLDING LTD. All the accommodations are serviced by appropriate staff.

Assistance — means providing of relevant advice and preparation of documents correct in legal terms.

Food, alimentation — means hot/cold meals served on the territory of places of accommodation provided by the RENAISSANCE HOLDING LTD.

Transportation — services of a driver with a vehicle provided by the RENAISSANCE HOLDING LTD. or taxi services arranged by the RENAISSANCE HOLDING LTD. employees to facilitate the transfer of the Intended Parents from airports to accommodation places and vice versa, from accommodation places to clinic/hospital and vice versa. Note that the transportation services ordered by the Intended Parents for personal

needs and provided by the third party drivers/taxi services are not covered by the RENAISSANCE HOLDING LTD.

Organizational part

1. During the first visit (1 to 2 days) the patients are met at the airport by the representatives of RENAISSANCE HOLDING LTD
2. Biological parents are provided with a comfortable accommodation during the entire stay.
3. Food supply during the first visit is included in the cost of the package.
4. The first visit to the clinic implies medical consultation by the supervising physician.
5. Service of an interpreter for the entire period of the program.
6. During the second visit (5 to 10 days) the pick-up of the biological father's sperm, fertilization of donor's eggs and embryos (blastocysts) transfer into the uterine cavity (on the 5th day after fertilization) are performed.
7. Accommodation and food supply are the same as during the first visit.

Medical part

First of all we need to know the genetic father's blood group.

1. The couple selects the desirable donor from the egg donor database provided by Biotexcom clinic.
2. Our requirements for the donors are:
 - a) age from 18 to 25;
 - b) perfect physical health;
 - c) perfect mental health;
 - d) absence of genetic diseases in the donor and her family (siblings, parents, uncles, aunts, grandparents).
3. The couple will need to come to Ukraine at least twice:

The first visit (1 to 2 days) includes medical examination in Biotexcom clinic and organizational meeting. RENAISSANCE HOLDING LTD provides information on the program, organizational and medical parts in Biotexcom clinic and terms of the contract.

During the second visit (5 to 10 days) the sperm pick-up, fertilization of donor's eggs and embryo transfer on the 5th day after fertilization are performed.

Article I SERVICES OF THE IDEAL PACKAGE

Part 1 – Services for the Intended Parents:

1. During the first visit (2 or 3 days) the Intended Parents will be met at the airport by the representative of RENAISSANCE HOLDING Ltd.
2. The Intended Parents are provided with a comfortable accommodation during the entire stay. In case the Intended Parents are not satisfied with the provided accommodation they are free to find the place of accommodation that suits their interests at their own expense.
3. The accommodation is supplied with all facilities such as: kitchen, refrigerator, shower, TV, comfortable bed, etc.
4. The first visit includes necessary alimentation.
5. The first visit implies medical examination in a private clinic by the doctor in charge of the program.
6. Preparation of the contract between a surrogate mother and the Intended Parents.
7. Preparation and signing of the contract between RENAISSANCE HOLDING Ltd. and the IPs.
8. Services of an interpreter are provided for the entire period of the program.
9. The Intended Parents are provided with all the medical services required for pregnancy achieving.
10. Coordination and monitoring of all personal documents concerning the program.
11. Coordination and control of all the Intended Parents medical examinations within the program.
12. Coordination and supervision of the program until the birth of the child and preparation of all the necessary documents.
13. Keeping prospective parents informed about pregnancy progress (from RENAISSANCE HOLDING Ltd.), supplying them with all the relevant information at least once a month.
14. Second visit for fertilization and transfer of embryos — all the procedures are to be performed in the private clinic.
15. The second visit includes food and accommodation.
16. Ultrasound check should be made in the 3rd and in the 6th month of pregnancy.
17. The third and the last visit for the delivery and for obtaining and processing of the documents within the program. The third visit includes accommodation with all the necessary facilities.
18. In case of premature birth all the expenses related to additional medical treatment and special medical equipment utilization shall be covered by the Intended Parents from the first day of birth.
19. After the baby(s) is discharged from the maternity house the Intended Parents shall be considered solely responsible for the health and wellbeing of the baby(s).
20. Assistance in the Ukrainian Civil Registry Office to obtain the child's Birth Certificate in the name of the Intended Parents.
21. Assistance to the Intended Parents in obtaining a passport/travel pass in the name of the child.
22. Final transportation of the Intended Parents and a newborn baby to the airport for them to leave the country

Part 2 – Services regarding surrogate mother and legal assistance:

1. Psychological diagnostic of the surrogate mother.
2. Medical examination of the surrogate mother to confirm the physical state available for fertilization, pregnancy and subsequent delivery of a healthy child.
3. Preparation of the surrogate mother: medical needs, transportation, living, meals until she signs the contract with the prospective parents.
4. Weekly check-up by the RENAISSANCE HOLDING Ltd. employee (by phone or personally) of the surrogate mother's health and needs during her pregnancy including any medical examinations.
5. All the ultrasound checks performed by a doctor of the private clinic to ensure that both the child and the surrogate mother are in good health.

- 6.All the charges for the accommodation of the surrogate mother in her private room, the costs of childbirth are paid by the Agency.
- 7.Defrayal of all the costs concerning the services of the doctor in charge of the program in a private clinic.
- 8.Medical insurance for the surrogate mother in the event of unforeseen circumstances during child birth or pregnancy.
- 9.The IDEAL package includes the payment to surrogate mother for carrying the pregnancy of your child. The Intended Parents do not make any payments directly to the surrogate mother.
- 10.Communication between the Intended Parents and a surrogate mother is performed in coordination with the manager in charge of the program.
- 11.The DNA test is performed within the program to confirm the parenthood — the test laboratory is appointed by the RENAISSANCE HOLDING Ltd. and all the expenses regarding this DNA test are covered by the RENAISSANCE HOLDING Ltd. If requested, a separate DNA test in a laboratory other than appointed by the RENAISSANCE HOLDING Ltd. can be done — in this case the cost of the service shall be paid by the Intended Parents.
- 12.Submission of the documents concerning the birth certificate of the child to the Ukrainian Civil Registry Office, where the names of the Intended Parents are indicated. Translation and legalization of the birth certificate are also included.

A positive result of pregnancy is a pregnancy that reaches the period of **12 weeks**. Due to the terms of the Agreement, if the surrogate mother has a miscarriage before 12 weeks of pregnancy, the Agency guarantees the resumption of attempts of surrogacy with no additional charge for the Intended Parents. In case of miscarriage, abortion or death of the child **after 12 weeks** in the course of the surrogate stage of the program the Agency takes all expenses for resumption of attempts except for **6000 euros** as a compensation for a surrogate mother, this amount is to be paid by the Intended Parents.

The Intended Parents have to follow all doctor's instructions according to the treatment plan, not hasten the process and avoid self-treatment, stick to the stimulation protocol and dates for the ultrasounds and medication administration. In case of self-treatment and/or unauthorized treatment/stimulation with hormonal medications the Intended Parents are charged by penalty at the rate of 30% of the paid amount. The ultrasound check reports have to be sent to the manager's email address the day the checks are appointed, if the ultrasound check report is not sent on the proper date, the program is suspended and the Intended Parents' line position is moved to the last place (for the Intended Parents on ovarian stimulation). Violating of the doctor's instructions and protocol by the Intended Parents may lead to contract termination without possible refund.

Time periods between attempts are determined by the doctor only.

Accommodation that is included into the price of the package has certain rules to follow. In case the Intended Parents violate the rules of accommodating, the Agency may transfer the Intended Parents to another place of accommodation pointed out by the Intended Parents — at their own expense. In case the accommodation or food does not suite to the Intended Parents, the Intended Parents can choose another accommodation and food for their own cost.

RENAISSANCE HOLDING LTD, the private clinic, the surrogate mother and all the parties are subject to confidentiality and shall not disclose any information regarding the identity of the biological parents and the child to the third party.

ARTICLE II

The cost of the IDEAL package

- The price of the IDEAL package is **29.000 euros**.
 - The price covers the cost of all the services listed above, including all needed medicines.
 - The payment of the program is divided into six (6) rates listed below:
1. **4950 euros** is the first instalment, which should be paid during the first visit to the clinic after signing the contract.
 2. **4950 euros** the payment must be made at the day of the second visit and before the fertilization if it is made in cash. If the payment is made by the bank transfer the transaction should be performed and money should be received on RENAISSANCE HOLDING Ltd account before the procedure of fertilization.
 3. **2000 euros** – the payment when program is transferred to a surrogacy, the payment is to be made on the day of the pick up
 4. **6000 euros** is the third installment that should be paid on the 27th week of the gestation of the surrogate mother: 6000 euro is paid by transfer to the direct account of a surrogate mother
 5. **6000 euros** should be paid in cash after the birth of the child before the documents processing.
 6. **6000 euros** is the last installment to be paid after receiving of the child's birth certificate before getting assistance in receiving of a passport for a child to leave the country. Any additional documents required by the Embassy are prepared after the final payment is made.
 7. **If twins are born, the parents shall pay additional 3000 euros after the birth of the children.**

The medical part of the program is paid according to the price list in the clinic BioTexCom by cash or through the POS terminal.

The rest of the payment is made to Renaissance Holding Ltd by cash or to account.

For your consideration:

***In case if the couple does not arrive for fertilization for a reasonable excuse, the couple pays 3000 euro. If there is no reasonable excuse, the couple pays 6000euro. The penalty doesn't apply if using of the frozen sperm sample was agreed in writing before the fertilization.**

- **Note that the IDEAL package implies oocyte donation and guarantees a positive result, no matter how many attempts are needed, all of them are to be paid by the Agency RENAISSANCE HOLDING Ltd.**
- **Note that the surrogate mother is selected only by the doctor in charge of the program.**
- **In the unlikely event of losing a child by the surrogate mother, payments that have been already made are not affected. The cost of finding a new surrogate mother should be paid by the Agency.**
- **The pediatrician services shall not be provided and covered by the RENAISSANCE HOLDING Ltd within the IDEAL package. If needed the services of a pediatrician (including medications needed) shall be covered by the Intended Parents.**
- **In case payments are made by a bank transfer, a photocopy of the bank's transfer agreement should be sent by email.**
- **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.**
- **In case of bank transfer, 10% of the amount is added to the amount that is transferred. In case of cash payment, the amount is not changed.**
- **In case of two payments by bank transfer (from all the 5 payment) and all the rest payments in cash, the 10% from these two payments are returned in the end of the program.**
- **If this contract is terminated by the Intended Parents before the beginning of any procedures,1000 euro is kept back from the first payment.**
- **If this contract is terminated by the Intended Parents during/beginning of the donor stimulation or during/beginning of the biological mother stimulation, 50% is kept back from the first payment, made by the Intended Parents.**
- **If this contract is terminated by the Intended Parents when the donor is on birth control pills, getting ready for the program, 35% is kept back from the first payment, made by the Intended Parents.**

RENAISSANCE HOLDING Ltd.

INTENDED PARENTS