

IP-Agency-Surrogacy Agreement

代孕协议
准父母与代理机构
NLGN –

Phnom Penh, Cambodia
柬埔寨 金边

month/day/year
/ /

“New Life Global Network” LLP (Legal Address: Office 330 Cornwall Buildings 45-51; Newhall Street Birmingham B3 3QR, United Kingdom; Registration No OC355073) hereinafter referred to as the “Agency” by -----
and

----- 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:

“New Life Global Network ”有限责任公司(法定地址: 英国伯明翰纽荷尔街 45-51 号康沃尔大厦 330 室; 邮编: B3 3QR; 注册编号 OC355073) 以下简称为“代理机构”一方

和

----- 以下合称为“准父母”为另一方, 两方以下合称为“双方”, 在适用法律项下, 订立此服务协议 (以下简称“协议”) 如下:

1. Subject of Agreement
协议标的

1.1. On the basis of the Agreement and in accordance with its conditions:
基于本协议及根据其条款:

1.1.1. The agency undertakes to provide the intended parent with the service of searching and choosing a surrogate mother (hereinafter "surrogate").
代理机构有责任提供准父母搜索及选择代孕母亲 (下文称“代母”) 的服务。

1.1.2. The intended parent undertakes to pay the agency an agreed price for the service provided under this agreement.
准父母有义务按照双方共同拟定的价格支付给代理机构在本协议下的服务费用。

1.2. By the Agreement of the parties, intended parent may be provided by the agency with the service not contemplated by this contact.
通过双方的协议, 代理机构可向准父母提供在本合同中未虑及的服务。

2. Rights and Obligations of the Parties
双方的权利和义务

2.1. The Agency is entitled to:
代理机构有权:

2.1.1. Demand from the indented parent the strict compliance with the provisions of this Agreement and compensation for the damage due to the default.
要求准父母严格遵守本协议的各项规定并对违约行为作出赔偿。

2.1.2. Demand from the intended parent submitting all the documentations and information requested and needed for fulfilment of this agreement.
要求准父母提交履行本协议所要求及所需的全部文件和信息。

2.1.3. To demand from the intended parent submitting all the documentations and information requested and needed for fulfilment of this agreement.
要求准父母提交为履行本协议而要求及需要的所有文件和信息。

2.2. The Agency undertakes to:
代理机构有义务:

2.2.1. Familiarize the intended parent with surrogate candidate.
使准父母与代母候选人相互了解。

Signature of the parties 双方签名

- 2.2.2. 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.
向准父母提供关于代母的最新信息，包括但不限于其个人信息、家庭状况、婚姻状况、犯罪记录、病史、能证明其具备代母资格的所有医疗检查报告。
- 2.2.3. Communicate the intended parent with the surrogate chosen by the intended parent within 5 (five) working days from the request.
自发出要求日起在 5 (五) 个工作日内，使准父母与所选的代母进行沟通。
- 2.2.4. 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.
若基于实验室得出的健康报告证明代母现阶段身体状况不佳，即代母有性传播疾病或/和荷尔蒙紊乱，则将准父母所选的代母由另外一位代母替代。
- 2.2.5. Provide the intended parent with written information on licensed healthcare institutions providing services in the field of in-vitro fertilization (IVF), if so requested.
如有需要，向准父母提供在试管婴儿领域服务方面执业医疗机构的书面信息。
- 2.2.6. To notify the Intended Parents the detailed price list of the services to be provided by the Surrogate Mother to the Intended Parents. The detailed price list of the services to be provided by the Surrogate Mother to the Intended Parent is stipulated in the Annex No. 2 of the present agreement. Annex No. 2 is of an informative nature and is given by the Agency to the Intended Parents in order to inform them the pricing of the services to be provided by the Surrogate Mother. Annex No. 2 represents an integral part of the Agreement.
将代母所提供服务的价目详细表告知于准父母。关于代母所提供服务的价目详细表已规定在本协议附录内。附录 2 主要是补充说明性质，由代理机构告知准父母关于代母所提供服务的价格费用。附录二是本协议必不可少的组成部分。

2.3. The intended parent is entitled to:

准父母有权：

- 2.3.1. To choose the surrogate from the agency's surrogate's database.
从代理机构的代母信息数据库中选择代母。
- 2.3.2. Request from the agency communication with the surrogate and avoid direct contact with her.
要求通过机构与代母进行沟通，以避免直接联系。
- 2.3.3. 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.
若代母现阶段身体状况不佳，即代母有性传播疾病或/和荷尔蒙紊乱或其他传染性或非传染性疾病，可无需支付任何附加费用而要求代理机构替换代母。对此，相关书面医学文件须由执业医师或准父母提供至代理处。
- 2.3.4. 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.
一次代理服务费用包含三次将胚胎移入代母子宫的尝试机会。若尝试一次或两次，代理费保持不变。
- 2.3.5. Request second additional surrogate from the agency. In this case payment and agreement terms for the second surrogate remain the same.
要求代理机构实施第二次代孕。此种情况下，第二次代孕的费用及协议条款保持不变。
- 2.3.6. In the event of non-fulfilment 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.
在 2.2.3 和 2.2.4 条款下可预见义务未能履行的情况下，可以书面形式要求代理机构在 10 个工作日内返还已支付的费用。

2.4. The intended parent undertakes to:

准父母有义务

- 2.4.1. Pay the agency cost of service timely and fully.
按时且全额支付代理机构服务费。
- 2.4.2. 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.

Signature of the parties 双方签名

以书面形式记录关于代母选择的决定。该记录将以附录形式附于本协议，且作为本协议必不可少的组成部分。

- 2.4.3. 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.
如实地支付代母双方所协定的金额和代孕前以及接生时所需的医疗费用。

3. Cost of Service 服务费用

- 3.1. The cost of service to be paid by the intended parent to the agency amounts to 4 500 (four thousand five hundred) USD.
准父母向代理机构支付服务费金额为 4500 (四千五百) 美金。
- 3.2. 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.
服务费须在准父母于代理机构信息数据库中选代母后的 5 (五) 个工作日内通过银行转账方式支付该费用。
- 3.3. All the sums will be transferred in the USD (United States Dollars).
所有费用均以美金作为转账货币单位。
- 3.4. 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.
本协议下的任何款项须由准父母转账到本协议 3.5 条款下所提及的代理银行账户，除非以书面形式告知代理机构其他银行要求。
- 3.5. Bank requisites of the agency:
代理机构银行要求

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Bank – Bank of Georgia
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银行——格鲁吉亚银行
银行账号: GE40BG000000908834800
银行电讯代码/银行国际代码- BAGAGE22
地址: 格鲁吉亚第比利斯 0160 加加日林街 29a

4. Representations and Warranties 陈述与保证条款

- 4.1. The intended parent represents and warrants that:
准父母保证下列事项属实
- 4.1.1. 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).
在本协议执行/签署时, (根据有效法律所订立的规则) 他/她是/将会具有履行协议的民事行为能力。
- 4.1.2. For the purpose of authority necessary for execution/signing and enforcement of the Agreement he/she has acquired all necessary permits, approvals or proxies.
为执行/签署和落实本协议所需的法律效力, 他/她已经获取所有必要的许可、批准或委托书。
- 4.1.3. 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.

Signature of the parties 双方签名

为日后执行/签署和落实本协议所需的法律效力，他/她已经获取所有必要的许可、批准或委托书。

- 4.1.4. 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.
本协议是/将由他/她自愿签订，不涉及任何暴力、威胁、欺骗、误导和/或代理机构或第三方作为代表的其他任何事件。
- 4.1.5. 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.
本协议的执行和落实没有/将不会导致其违背其应履行的合约、司法（包括仲裁）、法律义务和/或其他义务。
- 4.1.6. 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.
在本协议执行/签署时及协议整个有效期内，他/她的各项活动和/或行为须遵守或应遵守其协议章节内容和/或其他规定性文件和当地和/或国际法律。
- 4.1.7. 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.
他/她的行为没有/将意图欺骗代理机构。虑及此原则，为执行和/或落实本协议，他/她提交至代理机构的文件和/或信息在提交之时是/将是真实、无误和完整。另，他/她知道晓根据立法提交虚假文件和/或信息是将面临惩处的违法行为。
- 4.1.8. 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.
他/她意识到代理机构信任代母所提交的陈述和信息，因此代理机构对于代母提供的关于其家庭状况、健康状况、流产次数或怀孕次数、犯罪记录等信息不承担任何责任。
- 4.1.9. 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:
他/她自愿同意成为准父母（亲生父母），并承担所有相关风险及不适。相应地，准父母同意代理机构、其管理机制、人员及与其相关的第三方不会且不能对任何金钱上或其他损失负责，包括：
- 4.1.9.1. 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.
代母与准父母在合约关系期间，出现任何纠纷或误会和/或双方法律关系无效终止。
- 4.1.9.2. The agency is not responsible for the authenticity and accuracy of the information/documentation provided by the surrogate.
代理机构对于代母提供的信息/文件的真实性与准确性不负有责任。
- 4.1.10. 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.
他/她无权要求终止妊娠，除非胎儿很大情况下存在严重的生理或心理残障，且在主治医师的诊断确认后并建议进行人工流产手术，则准父母有权要求进行流产手术并应承担流产手术费用及任何由此产生的额外医疗费用。准父母无权出于本条款所声明以外的原因要求终止妊娠。
- 4.1.11. 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).
若准父母出于任何原因不愿取得在本协议下出生的儿童的监护权，或/并遗弃或否认与此的关系，那么在不损害获得赔偿及损害赔偿金的权利情况下，代母或代理机构可依法采取措施将此儿童移交至保育机构，或/

并向法院/公安局/高级专业公署/大使馆对准父母提出刑事诉讼，且代母或代理机构不负有照料及监护该小孩的责任。如代母将该小孩交由他人收养，准父母将承担同样的费用与风险。

- 4.2. The above Representations and Warranties of the Intended Parent are in effect prior to full and due fulfilment of obligations assumed by the Parties under the Agreement, despite full or partial termination of the Agreement.
无论本协议完全或部分终止，在双方完全并按时履行协议下的义务之前，准父母上述的陈述和保证将一直生效。
- 4.3. The Intended Parent shall immediately inform the Agency in writing regarding all circumstance(s) which may be non-compliant 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 fulfilment by the Intended Parent of obligations assumed under the Agreement.
准父母须把与其上述的陈述和保证冲突和/或可能导致其违反协议规定的所有情况以书面形式及时告知代理机构。同时，其应把任何损害准父母完全并按时履行本协议项下的义务的事件告知代理机构。
- 4.4. 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.
双方陈述并承认代理机构仅基于上述准父母的陈述和保证条款的下而加入/将加入并执行本协议。

5. Other Rights and Obligations of the Parties 双方其他权利与义务

- 5.1. In order to ensure implementation of the Agreement the Parties:
为确保本协议的落实执行，双方：
- 5.1.1. Are authorized to use in full and duly the rights defined by the Agreement and/or applicable Legislation.
有权完全且及时行使本协议和/或适用法律赋予的各项权利。
- 5.1.2. Are obliged to fulfil in full and duly the obligations defined by the Agreement and/or applicable Legislation.
有义务完全且及时履行本协议和/或适用法律赋予的各项义务。

6. Confidentiality 保密性

- 6.1. 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.
双方须在协议有效期内及合同关系结束后，应对从另一方获取的任何种类的信息均应保密。
- 6.2. The above limitation regarding confidentiality shall not refer to information or to disclosing of information:
上述有关保密性的限制并不包括或泄露下列信息：
- 6.2.1. Which was known without the breach of the Legislation to the Party receiving information prior to delivering information to the other Party.
在不违反法律的情况下，信息在传递到另一方之前已为接受信息的一方所得悉。
- 6.2.2. 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).
若双方在遵守法律要求的情况下，为应履行其义务（包括任一方经由法庭行使其权利）而导致信息露。
- 6.2.3. Which may be obtained from other sources.
可由其他渠道获取的信息。
- 6.2.4. 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.
若信息被第三方泄露: 1) 经由双方书面同意，此种情况下公开信息方应承担对第三方就信息保密的责任，或 2) 与双方无关。
- 6.3. 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 fulfilment by the Intended Parent of the conditions of the Agreement.
代理机构有权把与准父母相关的信息传递给第三方，目的是令代理机构行使其由于准父母未能履行或未能及时履行本协议下的条款而产生的权利，和/或监控本协议下准父母对于条款的履行情况。

7. Responsibility of the Parties
双方责任

7.1. Unless otherwise specified by the Agreement:
除非协议另有规定:

- 7.1.1. 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 fulfilment of each corresponding obligation in full and properly.
违反任何本协议下应承担的义务, 准父母有责任在违约时向代理机构支付一项金额为服务费的百分之三的一次性罚款, 以及在未偿清(全部或部分)前金额为服务费的百分之零点五的日罚金, 直到相应的义务完全且及时履行为止。
- 7.1.2. 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 fulfilment of each corresponding obligation in full and properly.
违反任何服务费支付下应承担的义务, 代理机构有责任在违约时向准父母支付一项金额为服务费的百分之三的一次性罚款, 以及在未偿清(全部或部分)前金额为服务费的百分之零点五的日罚金, 直到相应的义务完全且适当履行为止。
- 7.1.3. The Parties undertake to compensate each other damages (loss) inflicted to another Party due to full or partial non-fulfilment or improper fulfilment of the Agreement in accordance with procedure established by Legislation and/or the Agreement and compensation of losses does not relieve the Parties of fulfilment (payment) of obligations assumed under the Agreement.
双方承担因完全或部分未履行或不适当地按照法律程序和/或本协议履行本协议义务而导致另一方所遭受的损伤(损失)赔偿的责任, 且损失赔偿不免除双方履行(支付)本协议下的义务。

8. Claims and Disputes
索赔与争议

- 8.1. 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.
双方应以书面形式向另一方递交因由本协议所产生的索赔。在接收到索赔后, 接受方应在 15 (十五) 个公历日内进行全部或部分赔偿或以书面形式通知另一方拒绝其索赔请求。
- 8.2. 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.
任何关于本协议(包括本协议的存在性、诠释、履行和执行情况)所产生的纠纷都应通过协商解决。若协商失败, 双方应将纠纷事宜递交法院审理。纠纷将按照柬埔寨法规进行审议。

9. Modifications and Amendments
修改与订正

- 9.1. Amendments and modifications to the Agreement may be made only in writing, as agreed by the Parties.
在双方同意的下对本协议的修改与订正, 仅以书面形式。
- 9.2. The amendments and modifications to the Agreement represent Annex and integral part of the Agreement.
对本协议进行修改和订正也代表着其协议附件, 且为本协议必不可少的一部分。

10. Effectiveness and Termination of the Agreement
协议有效性与终止性

- 10.1. The Agreement becomes effective since the moment of its signing by the Parties and stays effective until the Surrogate's delivery.
协议自双方签署时起生效, 直至代母分娩为止。

Signature of the parties 双方签名

- 10.2. 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:
在本协议和/或法律所定义的情况和条款下，可提早完全或部分地终止本协议：
- 10.2.1. If the surrogate miscarries after the 10 (ten) weeks of pregnancy.
若代母在怀孕 10（十）周后流产。
- 10.2.2. 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.
若代母胚胎转移三次失败。三次胚胎转移必须在本协议签署后的 12（十二）个月内完成。
- 10.2.3. If the intended parents do not intend to transfer embryos into surrogate after first failed cycle.
若准父母在第一周期尝试失败后，不打算将胚胎继续转移到其他代母。
- 10.2.4. By the Agency, if the intended parent fails to discharge in full and properly any obligation (including service to be provided, representations and warranties, any condition and/or other obligation) defined by the Agreement.
若准父母未能完全或恰当地完全履行本协议下所定义的任何一项义务（包括将提供的服务、陈述与保证条款、任一条事项和/或任一项义务）。
- 10.2.5. By the Parties written agreement;
双方书面同意。
- 10.2.6. In other cases stipulated by the Agreement and/or the Legislation if the cases stipulated by the Legislation does not contravene the Agreement.
本协议和/或法律所规定的其他情况下（若法律所规定的情况不与本协议冲突）。
- 10.3. 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.
若出现本协议 10.2.4 和 10.2.6 条款所定义的情况，代理机构有权以通知书的方式告于准父母，以单方面全部或部分终止本协议且不需赔偿所导致的损害（损失）。若终止本协议的全部或部分所需的其他条款和/或条件并未定义在该通知内，则本协议的全部或部分在准父母收到通知的 30（三十）个公历日后终止。
- 10.4. 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.
若基于法律范围内，准父母决定单方面终止本协议的全部或部分，其应以书面形式把所其决定告知代理机构、决定的依据和生效日期，生效日期不应少于 60（六十）个公历日后。若发生本协议和/或法律规定本协议必须提早终止和/或代理建议提早终止本协议的情况下，本协议可提早终止。
- 10.5. 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.
若准父母在代理机构无法确保其利益时终止协议，则准父母须赔偿代理机构由协议终止而产生的任何损失。
- 10.6. 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.
本协议的全部或部分终止，在义务强制下或自愿执行前，不解除双方须完全并适当地履行本协议项下和/或法律所规定的义务。
- 10.7. In case of Legislation amendments/change Parties are obliged to perform and fulfill all the obligations stipulated by the Agreement.
若修改或变更法律条款，双方有义务履行及完成本协议规定的所有义务。
- 10.8. 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.
若本协议没有对终止本协议的全部或部分的结果（责任）作出规定，双方应以适用的法律为原则。

11. Other Conditions 其他事项

- 11.1. 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.

Signature of the parties 双方签名

双方确认本协议的内容明确表达了双方的意愿，且该意愿表达是通过对本协议内容的合理判断，而非仅仅基于字面含义。

- 11.2. 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.
每项由于对方毁约和/或全部或部分违背法律而授予到另一方的权利是双方共同的，且须添加到本协议和/或法律所授予的其他权利当中。
- 11.3. 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.
不得利用因一方完全或部分违反本协议而赋予对方权利，其他与本协议相关的协议和/或法律不适用于任何本协议的违反条款。
- 11.4. 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.
废除本协议任何条款、段/或子段，不应导致本协议其他条款、段和/或子段被废除。将使用新条款，而非被废除的条款，使得更容易实现本协议设想的目标。
- 11.5. 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).
除非法律另有规定，考虑到本协议的内容和/或其条款、段、小段，本协议及其责任与利益对双方的法定继承人/受让人具有强制性。
- 11.6. 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.
未经代理机构事先的书面同意下，准父母不得把本协议（含附录）项下承担的义务或本协议赋予的权利转移给第三方。若代理机构表示拒绝，准父母则不得进行上述行为。除法律另有明确规定，否则，准父母违背该规定而进行的任何行为视为无效，且代理机构不承担任何由此导致的法律后果。此外，本条款不保留此下条文：准父母应亲自履行义务，且即使在准父母的同意下，不剥夺代理接受第三方履行义务的权利。
- 11.7. 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.
本协议依据法律进行解读和规范。若没有受法律和/或相关其他协议规定，双方应遵守法律所订立以规范相关的准则和/或额外约定条款。
- 11.8. 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 correspondence. 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.
由本协议所提供的通知书和其他书信应本人亲自递至或以挂号信方式邮寄到本协议特定的地址处。若双方的具体信息有任何更改，应在更改后 5（五）天内告知另一方。若任一方没有遵守该程序且另一方（其他方）没有收到信息更改的通知，则发出的通知应视为已发送。
- 11.9. 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.
本协议以英语订立。若任何一方不懂英语和/或其书面形式，或双方或任何一方的意愿，则协议可以用双方接受的其他语言订立。
- 11.10. Each identical counterpart of the Agreement shall be handed out to the Parties.
本协议的每一份副本都应分发至双方。

Signature of the parties 双方签名

12. Signatures of the Parties
双方签字

On Behalf of the Agency 代理机构代表

/-----/

New Life Global Network LLP
New Life Global Network 有限合伙公司

Intended Parent 准父母

/-----/

Signature of the parties 双方签名

Consent of the intended parent
准父母同意书

In accordance with the provisions of Paragraph 2.4.2 of the Agreement made on ----- by and between New Life Global Network LLP and -----, I hereby agree for _____ (ID No. _____; Date of Birth: _____;) to be our Surrogate Mother. I also undertake to faithfully fulfil our obligations before the Surrogate Mother.

按照 New Life Global Network 有限责任公司和-----于-----订立的协议中的第 2.4.2 条款的规定，本人在此同意-----（身份证号-----；出生日期-----）作为我们的代母。我亦将真诚履行对代母之义务。

Intended Parent:
准父母

/ _____ /

Signature of the parties 双方签名

**The Detailed Price List of Services to be provided by
the Surrogate Mother to Intended Parents
关于代母提供给准父母的服务详细价目表**

Under the Present Agreement, the Agency notifies the Intended Parents the detailed price list of the services to be provided by the Surrogate Mother to the Intended Parents. Present Annex No. 2 is of an informative nature and is given by the Agency to the Intended Parents in order to inform them the pricing of the services to be provided by the Surrogate Mother. The present detailed price list of services to be provided by the Surrogate Mother to the Intended Parents is included in the Service Agreement signed between Surrogate Mother and the Intended Parents and represents integral part of agreement and is binding for the contracting parties, i.e. Surrogate Mother and the Intended Parents.

在本协议下，代理机构告知于准父母关于捐卵者所提供服务的详细价目表。本附录 2 主要是补充说明性质，由代理机构提供给准父母，告知准父母关于捐卵者所提供服务的的价格费用。关于捐卵者提供给准父母服务的详细价目表包含于由捐卵者和准父母共同签署服务协议内，并属于协议必不可少的一部分，对合同双方具有约束力，即捐卵者和准父母双方。

- 1.1. Intended Parent shall pay the surrogate 200 (two hundred) USD, for each embryo transfer trial on the day of embryo transfer. 在胚胎移植之当天每次进行胚胎移植试验，需为其健康所产生的相关费用支付 200（二百）美金。
- 1.2. Intended Parent shall pay the surrogacy charge of 7 300 (seven three hundred). 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. 若胎儿健康出生，需支付代母 7, 300（七千三百）美金。此费用应在分娩后 10（十）个工作日内支付于代母。若准父母希望进行 DNA 测试，应在分娩后 10（十）个工作日内完成。
- 1.3. Intended Parent shall pay the surrogate 300 (three hundred) USD, after confirmation of the surrogate's pregnancy. Pregnancy calculation starts from the 1st day of the last menstrual cycle of the surrogate. 确认代母妊娠后，准父母须向代母支付 300（三百）美金。妊娠日期从代母上一月经周期的第一天算起。
- 1.4. In case of premature delivery from the 30th week of pregnancy with or without complications, Intended Parent shall pay the money payable to the surrogate. 若在有或没有并发症的情况下，胎儿在妊娠 30 周后早产，准父母应支付代母应付款项。
- 1.5. If baby born with congenital anomaly, pay the money payable to the surrogate. 若婴儿出生即患有先天异常，须向代母支付应付金额。
- 1.6. In the event of pregnancy termination from the 18th including week 24th of pregnancy due to the reasons beyond the control of the surrogate, the Intended Parent shall pay the surrogate 2 000 (two thousand) USD. 若问题超出了代母不可控制的范围而需在妊娠 18 周后（含 24 周）终止妊娠，准父母应支付代母 2, 000（两千）美金。
- 1.7. 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, the Intended Parent shall pay the surrogate 5 000 (five thousand) USD. If baby survives over 28 days, the Intended Parent shall pay the surrogate full amount. 若问题超出了代母不可控制的范围而需在妊娠 25 周（含 30 周）后终止妊娠，支付 5, 000（五千）美元）。若婴儿存活超过 28 日，支付代母全部款项。注意：若胎儿早产，要求确定早产原由，应在 48 小时内提出。
- 1.8. In case of twin pregnancy, Intended Parent shall pay the surrogate additional 1000 (thousand) USD. 若为双胎妊娠，准父母应支付代母额外的 1, 000（一千）美金。
- 1.9. In case of loss of uterus, the Intended Parent shall pay the surrogate 2 000 (two thousand) USD. 若代母遭受子宫创伤，准父母应支付代母 2, 000（两千）美金。
- 1.10. In case of ectopic pregnancy, the Intended Parent shall pay 2 000 (two thousand) USD. Note: Out of 2 000 USD, 1 500 USD is for surgery and medical services and other 500 USD is for the compensation for surrogate). 若发生异位妊娠，准父母应支付 2, 000（两千）美金。注意：2, 000 美金中，其中的 1, 500 美金用于支付手术和医疗服务所产生的费用，其余 500 美金则作为给代母的补偿费用。
- 1.11. 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, the Intended Parent shall cover the abortion costs. 若代母出现了生命危机的现象，且至少三名内科医生诊断结果建议为流产，则准父母须支付流产所产生的费用。

Signature of the parties 双方签名