



医疗合同编号：_____

签署地点：香港_____年____月____日

Crestmax Limited, 营业执照注册号：72985482-000, 以安德烈·赞姆菲雷斯库经理名义，据章程行事（以下简称“**执行者**”）为一方和

_____，中华人民共和国公民，_____年____月____日出生，护照号_____；

_____，中华人民共和国公民，_____年____月____日出生，护照号_____；

以下简称“**客户**”）；

为另一方（以下统一简称“**双方**”）自愿行事，理解自己行为及签合同的法律效果，合同内容如下：

Crestmax Limited, BR No.: 72985482-000, represented by Director Andrei Zamfirescu, acting on the basis of the Statute (herein after referred to as the "**Contractor**") And

_____ a citizen of P.R.C, Date of Birth: _____, Passport No.: _____;

_____ a citizen of P.R.C, Date of Birth: _____, Passport No.: _____;

(hereinafter referred to as "**Customers**"), (hereinafter referred to as the "**Parties**"), acting voluntarily, understanding the significance of their actions and the legal consequences of the concluded agreement, have concluded this Agreement on the following:

1. 合同标的物

客户委托而执行者承担完成下列服务的责任；

有关本合同规定的范围内和执行者有兴趣的内容提供所需要的法律以及医疗服务；

提供有关生殖医学（不育治疗）领域服务，包括：文件翻译以及法律公证、医疗项目协调和控制（下称服务）。

1. SCOPE OF THE CONTRACT

The client entrusts and the executor is responsible for completing the following services;

To provide legal and medical services required for the content within the scope stipulated in this contract and that the implementer is interested in;

Provide services in the field of reproductive medicine (infertility treatment), including: document translation, legal notarization, coordination and control of medical projects (hereinafter referred to as services).

2. 执行者义务

2.1 提供基希纳乌机场或布加勒斯特机场到乌克兰基辅的大巴车票，提供乌克兰手机卡；

2.2 乌克兰境内提供医疗交通服务；

2.3 安排客户体检，到就诊医院签署合同以及医疗（提供专业的法律支持以及翻译服务）；

2.4 根据乌克兰立法为客户所选项目执行完备的法律支持；

2.5 提供体外受精过程中必须的各项医疗服务（以合同附件为准）；

2.6 对代母的健康和怀孕的全过程进行风险监控，代母怀孕后，每个月依据当地产科医的安排做常规的怀孕体检，并包括代母的酒精，吸烟以及毒品检测；

2.7 寻找潜在的提供卵母细胞捐赠服务（如果客户选择的项目中包括）的候选人；

2.8 协助孩子出生后获得所有必要的文件，确保孩子出生证上父母的名字为客户；

2.9 提供孩子出生证的翻译和海牙公证；

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2.10 协助客户申请并获得孩子的回国旅行证;

2.11 客户和孩子的损伤, 如果它不是因为执行者过失造成, 执行者不会承担赔偿责任;

2.12 在客户违反医师指示和医师开的治疗方案情况下, 本合同终止, 执行者不会做出任何赔偿或退款。

在履行 2.1-2.12 条款指出的义务执行者遵照乌克兰现行法律和本合同, 而保证本合同所提供咨询、信息、法律服务符合这种服务标准的质量。执行者有权未经客户同意提供给客户优质服务所需要的专家。

2. CONTRACTOR'S OBLIGATIONS

2.1 Provide bus transportation from Chisinau or Bucharest airport to Kiev, provide Ukraine SIM card;

2.2 Provision of medical transportation services in Ukraine;

2.3 Arrange the client's physical examination, go to the hospital to sign the contract and medical treatment (provide professional legal support and medical translation services);

2.4 Implement complete legal support for the project selected by the client in accordance with Ukrainian legislation;

2.5 Provide various medical services necessary during in vitro fertilization (subject to contract attachments);

2.6 Carry out risk monitoring on the health of the surrogate mother and the whole pregnancy process. After the surrogate mother becomes pregnant, a regular pregnancy check-up will be carried out according to the arrangement of the local obstetric hospital every month, and the surrogate mother's alcohol, smoking and drug testing shall be included;

2.7 Look for potential candidates who provide oocyte donation services (if included in the project selected by the client);

2.8 Assist the child to obtain all necessary documents after birth, and ensure that the parents' names on the child's birth certificate are the client's;

2.9 Provide translation and notarization of the child's birth certificate;

2.10 Assist customers to apply for and obtain the child's return travel permit;

2.11 If damages to customers and children are not caused by our company's fault, our company will not be liable for compensation;

2.12 In the event that the customer violates the doctor's instructions and the treatment plan prescribed by the doctor, this contract will be terminated and the executor will not make any compensation or refund;

In fulfilling the obligations specified in clauses 2.1-2.12, the executors comply with the current Ukrainian law and this contract, and guarantee that the consulting, information, and legal services provided by this contract meet the quality of this service standard;

The executor has the right to provide the experts needed by the customer for quality service without the customer's consent.

3. 客户义务

3.1 及时给执行者提供为办理本合同规定事务的所需要的文件 (客户护照、结婚证);

3.2 不得隐瞒自己的真实健康情况: 包括乙肝, 丙肝, 梅毒, 艾滋情况, 以及自己的婚姻状

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况;

3.3 按照合同及时支付执行者服务费用;

3.4 孩子出生后, 确定孩子在与客户夫妻双方以及一方有遗传关系时, 必须带孩子回到自己的居住地。

3. CUSTOMER'S OBLIGATIONS

3.1 Provide the Contract or with the documents (customer passport, marriage certificate) required to handle the affairs stipulated in this contract in a timely manner;

3.2 Do not conceal your true health situation: including hepatitis B, hepatitis C, syphilis, AIDS, and your marital status;

3.3 Pay the Contractor's service fee in time according to the contract;

3.4 After the child is born, when it is determined that the child has a genetic relationship with both the client's spouse and one party, he must take the child back to his place of residence.

4. 服务支付和付款程序

4.1 在客户满足本合同条款的情况下, 本合同服务支付据附录规定;

4.2 本合同付款作为预付或按本合同附录规定的阶段后付款;

4.3 在客户为已提供服务未付款的情况下, 执行者有权拒绝提供下一步服务;

4.4 本合同附录 1.规定的最后服务阶段付款后, 2 天之内双方签署工作完成合同;

4.5 客户拒绝把孩子带到他或她的居住地, 客户将付给机构货币资金为 35000 美金, 赔偿的所有损失。

4. COST OF SERVICES AND MANNER OF PAYMENT

4.1 In the case that the customer meets the clause of this contract, the service payment of this contract shall be in accordance with Appendix;

4.2 The payment of this contract shall be paid in advance or after the stage specified in appendix 1 of this contract;

4.3 In the case that the customer has not paid for the services provided, the executor has the right to refuse to provide the next service;

4.4 After payment for the final service stage specified in Appendix 1 of this contract, both parties will sign the contract to complete the work within 2 days;

4.5 For the Customer's refusal to take the child to his or her place of residence, the Customer shall be obliged to pay to the Company monetary funds in the amount of 35000 USD and to indemnify all losses incurred by the Company.

5. 双方违约责任

5.1 如果客户在国内做的检查报告结果与其在乌克兰做的检查报告结果有显著差别, 比如客户有梅毒, 人免疫力病毒, 乙肝, 丙肝、精子异常或者其它疾病导致不能进入程序, 这种情况下按照下面条款执行:

5.1.1 合同取消, 客户终止参与程序。同时公司免除任何没有完成合同与提前取消合同的责任;

5.1.2 客户根据合同赔偿给公司所有相关的费用, 包括但不限于: 身体检查与医学分析

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费用；在乌克兰居住与食品的费用；翻译和交通服务费，寻找捐卵者与代母的费用等等；公司有权利把所有以上的费用从客户已支付的服务费用中扣除，余额退款给客户；

5.1.3 客户转到适合他们目前身体情况的套餐并支付相应的费用。

5.2 在违反本合同义务（下称违约）的情况下，一方承担本合同和（或）乌克兰现行法律规定的责任。

5.3 不履行或不适当履行合同义务，即违反合同条件，是违约。

5.4 在不因一方的原因（出于故意或者过失）违约的情况下，一方不承担责任。

5.5 在一方证明采取了所有履行本合同需要措施的情况下，不承担责任。

5. LIABILITY FOR BREACH OF CONTRACT BY BOTH PARTIES

5.1 If there is a significant difference between the results of the inspection report made by the customer in the country and the inspection report made in Ukraine, for example, the customer has syphilis, human immune virus, hepatitis B, hepatitis C, abnormal sperm or other diseases that prevent entry into the program, in this case According to the following terms:

5.1.1 The contract is cancelled and the customer terminates the participation in the program. At the same time, the company exempts any responsibility for failure to complete the contract and early cancellation of the contract;

5.1.2 The client compensates the company for all related expenses in accordance with the contract, including but not limited to: physical examination and medical analysis expenses; living and food expenses in Ukraine; translation and transportation service expenses, expenses for finding egg donors and surrogate mothers, etc. Etc.

The company has the right to deduct all the above fees from the service fees paid by the customer, and refund the balance to the customer.

5.1.3 Customers switch to the package that suits their current physical condition and pay the corresponding fee.

5.2 In the event of a breach of the obligations of this contract (hereinafter referred to as breach of contract), one party shall bear the responsibilities stipulated in this contract and/or the current laws of Ukraine.

5.3 Failure to perform or improperly perform contractual obligations, that is, breach of contract conditions, is a breach of contract.

5.4 A party shall not be liable if the contract is not breached due to one party's reason (intentional or negligent).

5.5 If one party proves that it has taken all necessary measures to perform this contract, it shall not be liable.

6. 合同期限

6.1 本合同双方签署后生效。

6.2 仅经双方同意可以修改本合同，应办理附加协议。

6.3 仅经双方同意可以终止本合同，应办理附加协议。

6.4 除非本合同或乌克兰现行法律另有规定，双方办理应当附加协议后，本合同认为已终止。

6. CONTRACT DURATION

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- 6.1 This contract will take effect after both parties sign it.
- 6.2 This contract can be modified only with the agreement of both parties, and additional agreements should be handled.
- 6.3 This contract can be terminated only with the agreement of both parties, and an additional agreement should be handled
- 6.4 Unless otherwise stipulated in this contract or the current laws of Ukraine, this contract shall be deemed to have been terminated after the two parties have signed an additional agreement.

7. 争议解决

- 7.1 因本合同引起的或是与本合同相关的所有争议、异议、纠纷、索赔，特别是涉及合同的解释、执行、违规、终止或无效事项，双方应先协商，协商无效的情况下，应由乌克兰国际商事仲裁法院按照其规定进行解释。
- 7.2 英文译文仅供参考，文意如与中文文本有歧义，以中文为准。

7. DISPUTE RESOLUTION

- 7.1 All disputes, objections, disputes, and claims arising from or related to this contract, especially those involving the interpretation, execution, violation, termination or invalidity of the contract, Should be negotiated by both parties first . If the negotiation is invalid, they should Interpreted by the Ukrainian International Commercial Arbitration Court in accordance with its regulations
- 7.2 Should there be any discrepancy between the English and Chinese versions, the chinese version shall prevail.

当事人签名: _____ 客户姓名: _____
公司名称: **CRESTMAX LINTIED** 客户签名: _____
BR No.: **72985482-000** 护照号: _____
签订日期: _____ 签订日期: _____



_____年____月____日 提供支持服务合同 No _____ 附录 1

Appendix 1

套餐内容：优选性别 53,000 美金套餐

1. 以下标为套餐中精子指定质量最低标准，精子数量-不少于 500 万个/毫升，精子总活力-不低于 20%，正常精子至少 2%，精子 2-3 份，不接受 TESA 后的精子形态；
2. 若代孕母亲多次移植，自然流产，人工流产或者出生的孩子死亡，客户不需要承担额外费用；
3. 套餐为无限次促排卵妹，至少有一个宝宝出生为合同的最终目的；
4. 胚胎 23 对染色体筛查（包括性别筛查）；
5. 包含 DNA 检测，办理回国文件；
6. 如果客户患有乙肝，套餐中余外支付 4,000 美金；
7. 亚洲卵妹每次促排费用多支付 4,000 美金。

1. Sperm count-not less than 5 million/ ml, total sperm motility-not less than 20%, normal sperm atleast2%, 2-3sperm, no sperm morphology after TESA;
2. If the surrogate mother has a spontaneous abortion, an artificial abortion or the birth of a child dies, the package is restarted and the customer does not need to bear additional costs;
3. Note that the "STANDARD" package implies oocyte , donation and guaranties a positive result, no matter how many attempts are needed, all of them are to be paid by the company Crestmax Limited;
4. Embryos are screened for 23 pairs of chromosomes (including gender screening);
5. Includes DNA testing for children and necessary documents return to China;
6. If the customer suffers from hepatitis B, customer requires to pay extra 4,000 USD;
7. For Asian egg donors, the cost is 4,000 USD for each ovulation induction.

额外费用/ Additional charges

剖腹产 1,500 美金	C-section \$1,500
早产（上限 3,000 美金）	Premature birth (up to \$3,000)
双胞胎 4,000 美金	Twins \$4,000

合同注释：

1. 移植着床失败情况下，快速免费更换代孕母亲再次移植；
2. 实际需要支付剖腹产，早产的客户比例小于百分之 5，套餐支持客户支付 1,500 美金保险包含早产以及剖腹产风险的选择；
3. 一般办理孩子全部回国文件时间为 1-3 周，若因办理孩子回国文件因素导致增长住宿时间情况下，住宿时间延长至实际办理完回国文件；
4. 套餐不分卵，在超过 8 枚胚胎情况下，合同支持选定 8 枚最优质胚胎进行 23 对染色体筛查。

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Contract Notes:

1. If the transplant fails to implant, the surrogate mother will be replaced quickly and free of charge for another transplant.
2. The proportion of customers who actually need to pay for caesarean section and premature birth is less than 5%. The package supports customers to pay 1,500 US dollars for insurance to cover the risk of premature birth and caesarean section.
3. Generally, it takes 1-3 weeks to process all the children's return documents. If the accommodation time is extended due to the processing of the child's return documents, the accommodation time will be extended until the actual completion of the return documents.
4. The package does not separate eggs. If there are more than 8 embryos, the contract supports the selection of 8 best quality embryos for 23 pairs of chromosome screening.

套餐外可能额外涉及的费用

1. 往返国内的机票、乌克兰签证和摩尔多瓦过境签证费（预计 10,000 元至 15,000 元人民币）；
2. 从摩尔多瓦入境乌克兰可能产生的报关费（从欧盟国进入乌克兰不会产生此费用）（如产生，预计 7,000 元人民币）；
3. 在乌克兰期间的住宿和餐食费（预计 6,000 元至 10,000 元人民币/30 天）；
4. 孩子出生后单方接宝宝费用（预计 30,000 元人民币），双接不产生此费用；
5. 我司可提供专业陪同人员前往乌克兰随行办理启动套餐和接孩子的服务（预计费用 7,000 美金）。

Other costs NOT included in the package may occur

1. Visa fee for Ukraine and Moldova, return airline ticket fee (10,000 to 15,000 CNY by estimate);
2. Custom guarantee fee when enter Ukraine from Moldova border (if you travelling from Poland or Romania to enter Ukraine, this fee will not occur) (7,000 CNY by estimate if occurs);
3. Cost for accommodation and food (6,000 to 10,000 CNY per 30 days);
4. Pickup of child only by one parent (30,000 CNY by estimate), if both parents come to Ukraine and pick up the baby, this fee will not occur;
5. Our professional team could accompany our clients to enter the program, also for pickup the baby from Ukraine (7,000 USD by estimate).

当事人签名: _____

客户姓名: _____

公司名称: **CRESTMAX LIMITED**

客户签名: _____

BR No.: **72985482-000**

护照号: _____

签订日期: _____

签订日期: _____

CRESTMAX LIMITED _____

客户签字 _____



_____年____月____日 提供支持服务合同 No _____ 附录 2

Appendix 2

支付步骤：(套餐费用： 53,000 美金) Payment steps: (Package fee: US\$53,000)

第一笔款 第一次访问诊所签订合同，支付第一笔费用 20,000 美金
20,000 USD the first installment, which should be paid during the first visit
第二笔款 代母孕期第 12 周支付 10,000 美金
The second payment of 10,000 USD shall be made of the 12th week of pregnancy
第三笔款 代母孕期第 24 周支付 6,000 美金
The third payment of 6,000 USD shall be made of the 24th week of pregnancy
第四笔款 孩子出生之后支付 17,000 美金
The fourth payment of 17,000 USD should be paid after the birth of the child.

注释：附录 1 中**套餐外可能额外涉及的费用**客户可以选择自行缴纳或由我们代缴。
Notes: **Other costs NOT included in the package may occur** under Appendix 1 can be paid by customer him/herself or we can help customers to pay on behalf.

付款方式

Payment Method

收款公司名称：Crestmax Limited
收款账号：841625510838
公司地址：RM 1805-06, 18/F, Hollywood Plaza, 610 Nathan Road, Kowloon
收款国家：Hong Kong / 中国香港
SWIFT/BIC: HSBCHKHKKH

当事人签名：_____ 客户姓名：_____

公司名称：CRESTMAX LIMI**T**IED 客户签名：_____

BR No.: 72985482-000 护照号：_____

签订日期：_____ 签订日期：_____

CRESTMAX LIMITED _____ 客户签字 _____