

State of Wyoming

Office of the Secretary of State

APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

1. Country: UNITED STATES OF AMERICA

This public document

2. has been signed by CINDY J. CORSON

3. acting in the capacity of NOTARY PUBLIC, CAMPBELL COUNTY

4. bears the seal/stamp of the STATE OF WYOMING

Certified

5. at Cheyenne, Wyoming

6. on 5/9/2022

7. by EDWARD A. BUCHANAN, Secretary of State, State of Wyoming

8. No. 73299

9. Seal:

10. Signature:



Edward A. Buchanan

EDWARD A. BUCHANAN

Wyoming Secretary of State

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Agreement of Cooperation on Travel of Children

Date: Apr 5, 2022

Between:

Host Orphans Worldwide, hereinafter referred to as the Accepting Party, that is a Legal entity in conformity with the legislation of the United States of America, located at the following address: 27 Gargoyle Peak Ct., Gillette, WY 82716, USA in the person of Executive Director; Janelle Pfeil, acting in accordance with the Statute on the other part (hereinafter the Executive and the Accepting party will be referred to together as the Parties and separately as the Party,

And

Olga Noboa de Arocha, hereinafter referred to as the Sender.

ARTICLE 1

Subject of the Agreement

The Parties have agreed upon mutual cooperation as to the organization in the USA of the recreation and health improvement of children from the Dominican Republic in conformity with the present Agreement. The time frames for each travel and the number of children are according to the invitation. The dates of the travel are subject to changes in case of delay due to the consideration of the documents by the US Embassy.

The Accepting party shall guarantee the reception (meeting, accommodation in families, four time meals, excursions, organized by the families who are responsible for the lives and the health of the children , etc.) of the groups of children at the amount under 200 persons and their chaperones on the

territory of the United States of America and shall authorize the Sender to book and issue air tickets for the children, who leave for the recreation, as well as for the people, who accompany them; draw up the documents for the entry visas; to organize their transportation.

The itinerary, the program of the stay of the children in the USA shall be stipulated in the Supplements to the present Agreement, that are its integral part.

ARTICLE 2

RIGHTS AND LIABILITIES OF THE PARTIES

2.1. The Sender shall be obliged:

2.1.1. to fulfill his duties diligently, with due qualification and care; 2.1.2. to provide the health certificates of the children; 2.1.3. to inform the Accepting party of the process of fulfillment of the present Agreement regularly and timely;

2.1.4. to duly execute the present Agreement; 2.1.5. to inform the Accepting party about the regulations of the applied tariffs during the reservation and air ticketing;

2.1.6. to draw up the entry documents in accordance with the effective the Dominican Republic legislation;

2.2. The Accepting party shall be obliged:

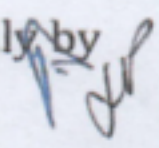
2.2.1. to perform his duties diligently, with due 2.2.3. to provide the Sender with the information and other documents required for the due fulfillment of the present Agreement;

2.2.4. to make provision of constant monitoring of the conditions of staying and feeding of children while staying abroad; 2.2.5. to guarantee the protection of the children's and chaperone's health during their stay on the territory of the USA;

2.2.6. to render services in accordance with the agreed upon Program;

2.2.7. to provide the address where children stay in the USA

2.2.8. provide and arrange to monitor each child's stay in each family by Internet communication and telephone communication.



- 2.2.9. to guarantee the safe stay of children abroad and
- 2.3.0. to provide guide and interpreter during the travel;
- 2.3.1. to guarantee medical insurance and accident insurance for children and the persons who accompany them, that will cover all the possible expenses in case of necessity to render medical aid in the country of their stay, as well as insurance policy
- 2.3.2. If children, during their trip, are placed to the host families, the accepting party has to have "no records" police clearance, statement that the family doesn't have history of children abuse, and statements that the family members don't have any alcohol and drug addiction, mental and contagious diseases
- 2.3.3 to collect information about families, who is willing to host Dominican children;
- 2.3.4 to control the activities of families during their stay with Dominican children
- 2.3.5 organizing the group's transfer from the airport to the children's place of residence and in the opposite direction;
- 2.3.6 to inform the Dominican partner, the diplomatic institution of the Dominican Republic about all the extreme situations that have occurred with the children or chaperones while staying abroad.

ARTICLE 3

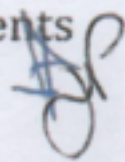
PERIOD OF VALIDITY OF THE PRESENT AGREEMENT

3.1. The present Agreement shall come into force since the moment it is signed by the Sender and the Accepting party and shall be valid within the period of 3 (three) calendar years since the moment of its signature (hereinafter referred to as «the Period of Validity of the Agreement») and automatically renewed unless either party not wish to terminate not later than three months before expiration.

ARTICLE 4

STATEMENTS AND WARRANTIES OF THE PARTIES

4.1. The Sender shall provide the Accepting party the following statements and warranties:



4.1.1. The Sender (a) is a legal entity duly founded, registered and acting in accordance with Dominican legislation; (b) it has all the necessary authorities to fulfill its activity in accordance with its Statute.

4.1.2. The Sender shall have all the necessary authorities (a) to conclude and sign the present Agreement; (b) to fulfill its obligations according to the present Agreement. The present Agreement shall be duly concluded and signed and shall be considered to be the legal obligation of the Sender.

4.1.3. Neither the conclusion of the present Agreement nor the fulfillment by the Sender of any operations stipulated by the present Agreement shall not (a) violate any material agreement, court decision or verdict valid with reference to the Sender; (b) shall not contradict the Dominican Laws applicable to the Sender.

4.1.4. As far as the Sender is informed there shall not be foreseen and shall not exist any court decisions and/or verdicts and/or claims and/or trials with reference to the Sender that may have a negative impact on the relations stipulated by the present Agreement or on the status of the Sender.

4.2. The Accepting party shall provide the Sender with the following statements and warranties: 4.2.1. The Accepting party (a) shall be the legal entity duly founded, registered and acting in accordance with the legislation of the United States of America; (b) shall have all the necessary authorities to carry out its activity.

4.2.2. The Accepting party shall have all the necessary authorities to (a) conclude and sign the present Agreement; (b) to perform its obligations in accordance with the present Agreement. The present Agreement shall be duly concluded and signed and shall be considered to be the Accepting party's legal obligation.

4.2.3. Neither the conclusion of the present Agreement nor the fulfillment by the Accepting party of any operations stipulated by the present Agreement shall not (a) violate any material agreement, court decision or verdict valid with reference to the Accepting party; (b) shall not contradict the laws and regulations applicable to the Accepting party.

4.2.4. As far as the Accepting party is informed there shall not be foreseen

and shall not exist any court decisions or verdicts, or claims, or trials with reference to the Accepting party that may have a negative impact on the operations stipulated by the present Agreement.

ARTICLE 5

LIABILITIES OF THE PARTIES

5.1. For the non-fulfillment or the negligent fulfillment of the essential terms of the present Agreement the Party that fails to fulfill its obligations shall bear civil responsibility.

5.2. THE ACCEPTING PARTY ensures the comfortable and safe stay of children in families and is responsible for the timely return of the group to the Dominican Republic.

The Sender shall not be responsible for the possible infringements and actions which are beyond his competence, namely: actions of air carriers (the cancellation of the flight, the change of the departure, etc.), the loss or damage of the luggage, actions of customs and immigration authorities.

ARTICLE 6

SETTLEMENT OF DISPUTES

6.1. Disputes that may arise during the fulfillment by the Sender and the Accepting party of their obligations in accordance with the present Agreement shall be settled by way of negotiation.

6.2. Should the Accepting party and the Sender fail to reach consensus during the settlement of the dispute they shall submit the dispute to the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Dominican Republic.

6.3. The arbitration shall be in accordance with the regulations of the International Commercial Arbitration Court at the Chamber of Commerce and the Dominican Republic with the application of the Dominican Republic substantive law.

6.4. The number of arbitrators shall be three.

6.5. Arbitration proceedings shall be conducted in Spanish with translation into English.

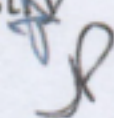
6.6. The award of the arbitration shall be final and binding upon the Accepting party and the Sender.

ARTICLE 7

FORCE-MAJEURE

7.1. Should any force-majeure circumstances arise the Party for which the fulfillment of the Agreement became impossible shall immediately notify the other Party about the above-mentioned circumstances. 7.2. Exterior and extraordinary events that are beyond the control of the Parties shall be considered to be force-majeure circumstances. The Parties couldn't foresee and prevent the emergence and action of such events. mentioned circumstances by means that are reasonable to be expected and demanded from the Party that shall suffer force-majeure circumstances. 7.3. The force-majeure circumstances shall be considered as the following: wars, military actions, blockades, embargoes, other international sanctions, currency restrictions, actions by the states that make the fulfillment of the obligations under the present Agreement by the Parties impossible, fire, flood, other Acts of God. The Parties are freed from the fulfillment of their obligations for the period of the above-mentioned circumstances. Should the above mentioned circumstances last for the period longer than 90 (ninety) days each of the Parties shall have the right to terminate the present Agreement and shall not be responsible for such termination provided that it has notified the other Party no later than 30 (thirty) days prior to the termination.

7.4. The sufficient evidence of the period of force-majeure circumstances shall be the documents issued by the Chamber of Commerce and Industry of the corresponding country.



ARTICLE 8

NOTIFICATION

8.1. All the messages that will be conveyed in accordance with the terms of the present Agreement shall be considered performed provided they are delivered in person or sent by the express mail or by one day courier or sent by fax, or e-mail at the below-mentioned addresses and numbers:

8.1.1. at the name of the Sender:

To: Fundacion Red Misericordia
Calle 11, Santiago De Los Caballeros 51000,
Dominican Republic

8.1.2. at the name of the Accepting party:

To: Host Orphans Worldwide
Address: 27 Gargoyle Peak Ct., Gillette, WY, 82716 USA
Tel.: (307) 299-3643
Email: janelle@hostorphansworldwide.org

ARTICLE 9

9.1. All the Supplements and Amendments to the present Agreement are valid only in written form provided they are signed by the Accepting party and the Sender or by their authorized representatives.

9.2. The present Agreement is made up in two copies in Spanish and in English, both texts being authentic and of equal legal force, but should legal proceedings begin the Spanish text of the present Agreement shall have the prevailing force.

9.3. The Parties shall not delegate the fulfillment of their obligations under the present Agreement to the third parties without the written consent of each of the Parties to the present Agreement.

10.1. The Parties are obliged not to reveal to the third parties and not to use for any purposes the information and data received by them in connection with the conclusion of the present Agreement unless in the following cases:

10.1.1. should the prior consent from the second Party be received; 10.1.2. the data that should be revealed in case of necessity according to the legislation, effective regulations as to the accounting or the verdict of the

Handwritten initials

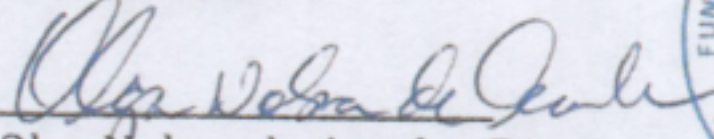
10.1.3. to the extent that is obviously stated in the present Agreement and is used for the normal fulfillment of the present Agreement.

To confirm the above mentioned the Parties have signed the Agreement on the date that is stated at the beginning of this document.

REQUISITES AND SIGNATURES OF THE PARTIES

THE SENDER

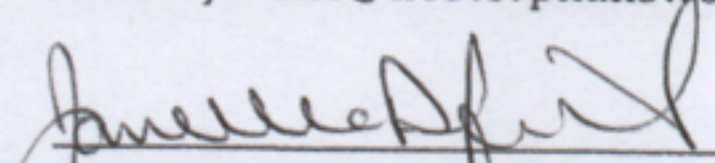
THE SENDER


Olga Noboa de Arocha, Director
Fundacion Red Misericordia
Calle 11, Santiago De Los Caballeros 51000,
Dominican Republic



THE ACCEPTING PARTY

Host Orphans Worldwide
Address: 27 Gargoyle Peak Ct., Gillette, WY, 82716 USA
Tel.: (307) 299-3643
Email: janelle@hostorphansworldwide.org

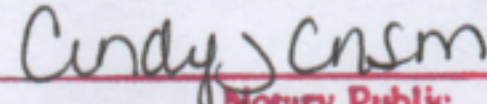

Janelle Pfeil, Executive Director

State of Wyoming

County of Campbell

The foregoing instrument was
Acknowledged before me by
Janelle Pfeil,
this 28 day of April,
20 22.

Witness my hand and official seal.


Notary Public

My commission expires: Nov 18, 2023

