



Intended Parent Booklet

Table of Contents:

Journey Steps: What to Expect When You're Expecting	p. 2
Full Surrogacy Service Program -Agency Fee Schedule	p. 5
Est. Journey Costs with Full Surrogacy Service Program	p. 7
Surrogate Sample Compensation Package	p. 10
Journey Protection Guarantee Programs:	
A. Gold Tier	p. 18
B. Platinum Tier	p. 20
Surrogacy Programs Comparison Chart	p. 23
Agency Retainer Agreement	p. 25

Journey Steps: What to Expect When You're Expecting 😊

Journey Steps: What to Expect When You're Expecting ☺

1. **Pre-Matching:** Agency will maintain contact with Parent(s) and provide emotional support while Parent(s) wait for a potential match.
2. **Matching:** Agency will provide Parent(s) with a profile of a Surrogate as a potential match. If Parent(s) approve, Agency will send medical records to Parent(s) clinic for approval. Agency will facilitate video conference/meeting with the Parent(s) and Surrogate so that everyone can get to know each other. After meeting, Parent(s) will confirm if they wish to be matched with Surrogate.
3. **Screening:** After Parent(s) confirm the match, Agency will complete agency screening (home study, criminal background check), psychological evaluation, as well as medical screening, legal agreements, and all necessary screening needed prior to embryo transfer.
4. **Escrow:** Agency will recommend independent escrow agent(s), (Escrow), to Parent(s), and will update Parent(s) as to when to fund the escrow account, and how much funds to place in escrow account.
5. **Throughout the journey:** Agency will ensure Surrogate is properly reimbursed and compensated by Escrow, per the Compensation Package, and the Gestational Carrier Agreement (GCA) in place. Surrogate to inform Agency and Escrow of reimbursements due that are not a fixed amount in GCA (examples include pharmacy bills, medical bills, etc.). Parent(s) approval will be needed for items that are not a flat fixed fee in the GCA. Parent(s) need to inform Agency if they require any additional assistance during the journey.
6. **Insurance:** Agency will work with Parent(s) and Surrogate to ensure that Health Insurance, Life Insurance and Disability Insurance if applicable, is in place prior to start of medication and embryo transfer.
7. **Embryo Transfer:** Agency will coordinate all plans regarding the medical screening in preparation for the embryo transfer, assist in locating an outside monitoring clinic when necessary, assist with obtaining medication for the Surrogate in preparation for the embryo transfer. Agency will coordinate all plans for the embryo transfer and will keep Parent(s) informed and updated. Parent(s) may attend the embryo transfer in person if they wish. Agency will maintain contact with Parent(s) and Surrogate post-embryo transfer.

8. **Pregnancy:** A pregnancy blood test will be conducted 10-14 days post the embryo transfer to see if the embryo transfer was successful and if pregnancy was achieved. Approximately 4-5 weeks post the embryo transfer, an ultrasound will be conducted to confirm the pregnancy via a fetal heartbeat.
9. **8-10 weeks of pregnancy** Clinic will release surrogate to her ob/gyn, and Agency works with surrogate to ensure a smooth transition.
10. **14 weeks of pregnancy:** Agency to notify attorneys to commence parentage order proceedings. Agency to inform attorneys that Parent(s), Surrogate, and hospital need certified copies of the birth order. Agency will retain an electronic copy of the parentage order.
11. **24 weeks of pregnancy:** Agency to confirm with Parent(s), Surrogate, and Hospital that they all received a certified copy of the birth order (with Parent(s) receiving 2 copies). Agency to ensure Agency has an electronic copy of birth order on file.
12. **26-30 weeks of pregnancy:** Agency to discuss birth plan with Hospital social worker to secure a plan for hospital stay and access for Parent(s) and baby post-delivery, and for Parent(s) to have their own room in the hospital.
13. **26-34 weeks of pregnancy:** Agency to confirm with Parent(s) that travel plans are in place for birth.
14. **Birth:** Agency will obtain information from Parent(s) regarding baby's name, weight and height, and ensure everything is in place for the birth certificate.
15. **1-6 months Post Birth:** Agency to work with Surrogate on submitting all medical bills regarding the surrogacy pregnancy and delivery to Escrow.
16. **6 months Post Birth:** Agency to confirm that all medical bills have been paid and that Escrow account may be closed.

Full Surrogacy Service Program Agency Fee Schedule

Full Surrogacy Service Program -Agency Fee Schedule

Services Provided:	Cost
First Payment -at Sign On	
-Surrogacy Program Admin Fee	\$5,000
<hr/>	
Amount Due	\$5,000

Total due at Sign On	\$5,000
-----------------------------	----------------

Second Payment -at Surrogate Match	
-Residual Agency Program Fee	\$20,000
Screening (non-med)	
-Home Study for surrogate	\$1,500
-Surrogate criminal background check	\$150
-Intended Parents criminal background check	\$300
<hr/>	
Amount Due	\$21,950

Total due at Surrogate Match	\$21,950
-------------------------------------	-----------------

Total Agency Fees	\$25,000
--------------------------	-----------------

Total (agency fees & non-med screening)	\$26,950
--	-----------------

Variable Costs/Fees (charged only if applicable)	Cost
-Agency coordination per each additional embryo transfer	\$800
-Add'l criminal background check (if surrogate has partner)	\$150
-Agency international parent fee	\$1,500
-Agency coordination for add'l clinic (if IPs change clinics post match)	\$5,000

Est. Surrogacy Cost with Full Surrogacy Service Program

Est. Costs: Full Surrogacy Service Program

Services Provided:	Cost
First Payment -at Sign On	
-Surrogacy Program Admin Fee	\$5,000
<hr/>	
Amount Due	\$5,000

Total due at Sign On	\$5,000
-----------------------------	----------------

Second Payment -at Surrogate Match	
-Residual Agency Program Fee	\$20,000
Expenses	
-Escrow management fee	\$1,850
-Surrogate screening expenses (est. med & non-med)	\$5,000
-Legal fees (for contracts, est.)	\$3,000
<hr/>	
Amount Due	\$9,850

Total due at Surrogate Match	\$29,850
-------------------------------------	-----------------

Total Agency Fees	\$25,000
--------------------------	-----------------

Third Payment -at embryo transfer clearance	
-Surrogate's base compensation	\$40,000
-Min. balance required at escrow	\$5,000
<hr/>	
Amount Due	\$45,000

Total due prior to embryo transfer (includes agency fees, expenses & surrogate's base comp.)	\$79,850
---	-----------------

**Covers one surrogacy journey with one surrogacy match. Includes re-matching agency services with additional surrogate if re-matching occurs prior to an embryo transfer.*

Variable Costs/Fees	Cost
-Agency coordination per each additional embryo transfer	\$800
-Add'l criminal background check (if surrogate has partner)	\$150
-Agency international parent fee	\$1,500
-Surrogate add'l Base Compensation for Experience & High Demand States	\$5000- \$30,000
-Surrogate's health insurance costs	\$0-\$30,000
-Agency coordination for add'l clinic (if IPs change clinics post match)	\$5,000

Other IP Costs Include:

IVF Clinic fees & Meds per embryo transfer	\$3,000-\$20,000
Surrogate's comp & expenses per embryo transfer	\$3,250-\$5,200
Surrogate's add'l compensation & expenses (pregnancy & delivery; See comp package)	\$5,050
Legal parentage fees (due at 14 weeks of pregnancy)	\$3,000-\$6,000

Total Other IP Costs: \$14,300-\$36,250

Total Surrogacy Journey Costs \$94,150 - \$116,100

**Total est. surrogacy journey costs are estimated with one embryo transfer and does not include insurance. Insurance is a large variable, and on average our IPs pay \$5,000 per journey for health insurance.*

Surrogate Compensation Sample

Surrogate Compensation -Sample

<p>(1) <u>Surrogacy Distribution:</u></p> <ul style="list-style-type: none"> • A total aggregate sum of \$40,000.00 shall be distributed to Gestational Carrier in eleven (11) installments, with the first payment due upon confirmation of pregnancy (Beta level 300), and the balance due seven (7) calendar days post-delivery of the child. • The distributions shall be as follows: <table style="margin-left: 40px; width: 80%; border: none;"> <tr> <td style="padding: 2px 0;">Upon second Beta test with Beta level of 300 or above:</td> <td style="text-align: right; padding: 2px 0;">\$500.00</td> </tr> <tr> <td style="padding: 2px 0;">Upon confirmation of fetal heartbeat via ultrasound:</td> <td style="text-align: right; padding: 2px 0;">\$3,500.00</td> </tr> <tr> <td style="padding: 2px 0;">Upon the eighth (8) gestational week of pregnancy:</td> <td style="text-align: right; padding: 2px 0;">\$4,000.00</td> </tr> <tr> <td style="padding: 2px 0;">Upon the twelfth (12) gestational week of pregnancy:</td> <td style="text-align: right; padding: 2px 0;">\$4,000.00</td> </tr> <tr> <td style="padding: 2px 0;">Upon the sixteenth (16) gestational week of pregnancy:</td> <td style="text-align: right; padding: 2px 0;">\$4,000.00</td> </tr> <tr> <td style="padding: 2px 0;">Upon the twentieth (20) gestational week of pregnancy:</td> <td style="text-align: right; padding: 2px 0;">\$4,000.00</td> </tr> <tr> <td style="padding: 2px 0;">Upon the twenty-fourth (24) gestational week of pregnancy:</td> <td style="text-align: right; padding: 2px 0;">\$4,000.00</td> </tr> <tr> <td style="padding: 2px 0;">Upon the twenty-eighth (28) gestational week of pregnancy:</td> <td style="text-align: right; padding: 2px 0;">\$4,000.00</td> </tr> <tr> <td style="padding: 2px 0;">Upon the thirty-second (32) gestational week of pregnancy:</td> <td style="text-align: right; padding: 2px 0;">\$4,000.00</td> </tr> <tr> <td style="padding: 2px 0;">Upon the thirty-sixth (36) gestational week of pregnancy:</td> <td style="text-align: right; padding: 2px 0;">\$4,000.00</td> </tr> <tr> <td style="padding: 2px 0;">Upon seven (7) days post-delivery of child:</td> <td style="text-align: right; padding: 2px 0;">\$4,000.00</td> </tr> </table> • <u>Conditions:</u> Absent neglect or breach by Gestational Carrier: (a) if Gestational Carrier delivers Child on or after 32 gestational weeks pregnancy, all payments listed above will be payable to Gestational Carrier regardless if Child is stillborn; (b) if Gestational Carrier delivers prematurely, prior to 32 weeks of gestation, then she is only entitled to compensation she has already received, plus a prorated amount, if any, from date of the last payment to the date she is released from hospital post-delivery due to said delivery. 	Upon second Beta test with Beta level of 300 or above:	\$500.00	Upon confirmation of fetal heartbeat via ultrasound:	\$3,500.00	Upon the eighth (8) gestational week of pregnancy:	\$4,000.00	Upon the twelfth (12) gestational week of pregnancy:	\$4,000.00	Upon the sixteenth (16) gestational week of pregnancy:	\$4,000.00	Upon the twentieth (20) gestational week of pregnancy:	\$4,000.00	Upon the twenty-fourth (24) gestational week of pregnancy:	\$4,000.00	Upon the twenty-eighth (28) gestational week of pregnancy:	\$4,000.00	Upon the thirty-second (32) gestational week of pregnancy:	\$4,000.00	Upon the thirty-sixth (36) gestational week of pregnancy:	\$4,000.00	Upon seven (7) days post-delivery of child:	\$4,000.00	\$40,000.00
Upon second Beta test with Beta level of 300 or above:	\$500.00																						
Upon confirmation of fetal heartbeat via ultrasound:	\$3,500.00																						
Upon the eighth (8) gestational week of pregnancy:	\$4,000.00																						
Upon the twelfth (12) gestational week of pregnancy:	\$4,000.00																						
Upon the sixteenth (16) gestational week of pregnancy:	\$4,000.00																						
Upon the twentieth (20) gestational week of pregnancy:	\$4,000.00																						
Upon the twenty-fourth (24) gestational week of pregnancy:	\$4,000.00																						
Upon the twenty-eighth (28) gestational week of pregnancy:	\$4,000.00																						
Upon the thirty-second (32) gestational week of pregnancy:	\$4,000.00																						
Upon the thirty-sixth (36) gestational week of pregnancy:	\$4,000.00																						
Upon seven (7) days post-delivery of child:	\$4,000.00																						
<p>(2) <u>Multiple Fetuses:</u></p> <ul style="list-style-type: none"> • If it is determined that the Gestational Carrier is carrying more than one viable fetus, and confirmation is via ultrasound fetal heartbeat, then the Intended Parent(s) shall distribute to the Gestational Carrier, in addition to the Surrogacy Distribution indicated above, a total aggregate sum of \$7,500.00 in six (6) monthly installments, in the amount of \$1,250.00 per month, with the first payment due on the twentieth (20th) gestational week, and the balance paid within seven (7) calendar days after delivery of the additional Child/ren. 	\$7,500.00																						

<ul style="list-style-type: none"> • The monthly distributions for Multiple Fetuses shall be as follows: <ul style="list-style-type: none"> Upon the twentieth (20) gestational week of pregnancy: \$1,250.00 Upon the twenty-fourth (24) gestational week of pregnancy: \$1,250.00 Upon the twenty-eighth (28) gestational week of pregnancy: \$1,250.00 Upon the thirty-second (32) gestational week of pregnancy: \$1,250.00 Upon the thirty-sixth (36) gestational week of pregnancy: \$1,250.00 Upon seven (7) days of delivery of additional Child/ren: \$1,250.00 <p>Total: \$7,500.00</p> • Conditions: Absent neglect or breach by Gestational Carrier: (a) if Gestational Carrier delivers additional Child/ren on or after 28 weeks of gestation, all payments listed above will be payable to Gestational Carrier regardless if Child is stillborn; (b) if Gestational Carrier delivers additional Child/ren prematurely, prior to 28 weeks of gestation, then she is only entitled to compensation she has already received, plus a prorated amount, if any, from date of the last payment to the date she is released from hospital post-delivery due to said delivery. 	
<p>(3) <u>Surrogate Bonus:</u></p> <ul style="list-style-type: none"> • Bonus paid to surrogate as a one-time payment upon signing of Gestational Carrier Agreement and medical clearance by the Intended Parent(s) fertility clinic. This fee is only paid to surrogate if Agency obtained all surrogate's medical records, as well as all other necessary forms and ob/gyn clearances that is needed to successfully match the surrogate, and has done so within 30 days of Agency's interview with surrogate. 	\$1,000
<p>(4) <u>Surrogate Spa Day Gift:</u></p> <ul style="list-style-type: none"> • Post-delivery of a healthy Child by surrogate, surrogate shall receive a Spa Day bonus. Full eligibility to be determined by the Agency. Payment to be made only after Child has been discharged from delivery hospital. 	\$300.00
<p>(5) <u>Monthly Allowance:</u></p> <ul style="list-style-type: none"> • Non-accountable monthly allowance intended to cover miscellaneous expenses relating to the surrogacy arrangement, including but not limited to local travel expenses, mileage for local trips under fifty (50) miles roundtrip, notary charges, and non-prescription or over the counter vitamins, medication and/or supplements. • First payment shall commence at time of execution of Gestational Carrier Agreement. The first monthly allowance payment shall commence at time of execution of this Agreement payable monthly, and said payments shall continue on a monthly basis, until the Pregnancy Distributions under this Agreement cease or until this Agreement is terminated, whichever occurs first. The first monthly allowance payment shall be prorated for that given month if it 	\$250.00/month

<p>is not a full month, and the last monthly allowance shall be paid in full, even if it is not a full month. Monthly allowance shall pause if a delay occurs due to the Gestational Carrier's failure to act in accordance with the Agreement, including without limitation of Gestational Carrier's failure to perform her duties with keeping appointments made with Agency affiliates such as attorneys, clinics, doctors, and/or psychologists. Agency shall determine if and the length of time that the monthly allowance shall pause.</p>	
<p>(6) <u>Hold Fee</u></p> <ul style="list-style-type: none"> In the event the Intended Parent(s) put the surrogacy on hold, including without limitation to provide additional time to create embryos, the Gestational Carrier will be entitled to a \$500.00 monthly hold fee, in lieu of the monthly allowance, starting at the first of the month following a 30-day grace period, and will continue until the Gestational Carrier receives a new embryo transfer cycle calendar. At which time, the monthly allowance will then resume on the first of the following month. The hold fee will also cover the Gestational Carrier's expenses including but not limited to non-prescription vitamins & supplements, and all other expenses covered by the monthly allowance fee, during the time of the hold. 	\$500.00/month
<p>(7) <u>Cycle Start Medication Fee:</u></p> <ul style="list-style-type: none"> Gestational Carrier is paid a start medication fee for the embryo transfer or a mock cycle. If the embryo transfer is cancelled, by no negligent fault of the Gestational Carrier, then the Gestational Carrier will still be paid this fee, so long as she started medication for the embryo transfer. Agency shall determine if the medication fee has been triggered. Medication fee is triggered by start of injectable/cycling medication, excluding birth control. This fee is paid per cycle. 	\$300.00
<p>(8) <u>Embryo Transfer Fee:</u></p> <ul style="list-style-type: none"> Distribution paid to Gestational Carrier per each completed embryo transfer, and is due upon completion of said embryo transfer. 	\$1,000.00
<p>(9) <u>Dropped Cycle and/or Mock Cycle Fee:</u></p> <ul style="list-style-type: none"> If mock cycle is required by Designated Physician, Gestational Carrier is paid a mock cycle fee upon completing the mock cycle. If the Gestational Carrier commenced any form of injectable/cycling medication, excluding birth control, in preparation for an Embryo Transfer, and the cycle is cancelled due to no fault of the Gestational Carrier, absent breach by the Gestational Carrier, then the Gestational Carrier shall be paid a dropped cycle fee. The Agency shall make the determination if Gestational Carrier qualifies to be paid the dropped cycle fee. Dropped and mock cycle fees are paid per cycle. 	\$500.00
<p>(10) <u>Maternity Clothing Allowance:</u></p> <ul style="list-style-type: none"> Payment for non-accountable maternity clothing allowance to be paid to Gestational Carrier at the tenth (10th) week of gestational pregnancy, calculated from date of the Embryo Transfer resulting in that pregnancy. 	\$750.00

<p>(11) <u>Cesarean Section:</u></p> <ul style="list-style-type: none"> Distribution for Cesarean Section as recommended by Designated Physician, or as requested by Intended Parent(s). 	<p>\$2,500.00</p>
<p>(12) <u>Loss of Reproductive Capacity:</u></p> <ul style="list-style-type: none"> i. Loss of a Fallopian Tube: \$1,000.00 (per fallopian tube lost) ii. Loss of an Ovary: \$1,000.00 iii. Loss of Uterus: \$5,000.00 <ul style="list-style-type: none"> If the Gestational Carrier, up to ninety (90) days postpartum, has loss of any organ stated herein, due to delivery or due to any actions that she took in performing her duties under the Gestational Carrier Agreement, and such loss is not due to her own negligence or breach, she shall be compensated the above stated fees. Not applicable if Intended Parents purchased insurance coverage for said losses, and Gestational Carrier is compensated for loss per said coverage. 	<p>Ovary: \$1,000.00</p> <p>Tube: \$1,000.00</p> <p>Uterus: \$5,000.00</p>
<p>(13) <u>Invasive Procedures:</u></p> <ul style="list-style-type: none"> Paid per procedure, including: Dilation and Curettage (D&C) or Dilation and Evacuation (D&E); amniocentesis (paid per each time the needle is inserted through the abdominal wall into the uterus); Chorionic Villus Sampling (CVS); cerclage; blood transfusion; or any other procedure involving anesthesia that is not listed herein that is required/recommended by the Designated Physician. 	<p>\$500.00 per procedure</p>
<p>(14) <u>Ectopic Pregnancy Surgery:</u></p> <ul style="list-style-type: none"> Distribution for ectopic pregnancy surgery. (There is no additional invasive procedure fee for an ectopic pregnancy surgery). 	<p>\$1,000.00</p>
<p>(15) <u>Reduction/Abortion:</u></p> <ul style="list-style-type: none"> Distribution for reduction or abortion of fetus, per terms of Agreement, and distributed per procedure. 	<p>\$1,500.00</p>
<p>(16) <u>Breast Milk:</u></p> <ul style="list-style-type: none"> Intended Parent(s) shall pay the Gestational the sum of \$250.00 per week for producing breast milk, or a prorated amount for a partial week. In addition, Intended Parent(s) shall also reimburse the Gestational Carrier for all costs associated with storing and shipping of breast milk, as well as purchase or rental of a double-breasted pump. 	<p>\$250.00/week</p>
<p>(17) <u>Legal Fees:</u></p> <ul style="list-style-type: none"> Intended Parent(s) are responsible to cover all legal fees and costs on behalf of the Gestational Carrier (and Gestational Carrier Spouse/Partner if applicable) for drafting, reviewing or negotiation of the Gestational Carrier Agreement. 	<p>Actual Costs</p>

<ul style="list-style-type: none"> Intended Parent(s) are responsible to cover all legal fees and costs related to securing parentage for Intended Parent(s) and birth orders. 	
<p>(18) <u>Psychological Counseling:</u></p> <ul style="list-style-type: none"> Distributed for up to ten (12) counseling sessions by medical professional, or counselor, or coach or therapist, of surrogate’s choice, post start of medication in preparation for the Embryo Transfer, and during term of Agreement and up to three (3) months after the delivery of the Child or termination of the Agreement, and not to exceed a capped amount of \$1,500.00. 	\$1,500.00
<p>(19) <u>Housekeeping Assistance:</u></p> <ul style="list-style-type: none"> Housekeeping is paid to Gestational Carrier only if Gestational Carrier is confined to bed rest or modified bed rest by the treating physician. The Gestational Carrier must provide written note from Designated Physician confining Gestational Carrier to bed rest or modified bed rest is required, and note must specify and start and end date, with reason/need for bed rest/restricted activity, in order to be eligible for reimbursement. Intended Parent(s) shall reimburse the Gestational Carrier up to a capped amount of \$100.00 per week. The maximum time this benefit will be extended is up to four (4) weeks after a vaginal delivery, or up to six (6) weeks after a cesarean section delivery. The Gestational Carrier may be required to provide receipts, as determined by the Agency. 	\$100.00/week
<p>(20) <u>Long Distance Travel Expenses:</u></p> <ul style="list-style-type: none"> Mileage: Gestational Carrier will be reimbursed if she uses a vehicle that she supplies for mileage (in addition to monthly allowance) where round-trip exceeds 50 miles, starting at mile 51 from the Gestational Carrier’s residence, at the IRS standard mileage rate. Other Travel: Actual costs, as approved by Agency, relating to, but not limited to, train, bus, coach air-fare, rental car, taxi/uber/shuttle services, parking, or tolls will be distributed to Gestational Carrier. Lodging: Actual costs, as approved by Agency, for hotel or other lodging expenses. Per Diem: If overnight lodging is required, or if travel is greater than four (4) hours per day, the Gestational Carrier shall be reimbursed \$75.00 per day per person. Companion: All expense rates herein apply to Gestational Carrier’s companion/spouse as well, as approved by Agency, and shall be paid by the Intended Parent(s). Companion may be representative from Agency at Gestational Carrier’s request. 	TBD *Per calculation
<p>(21) <u>Childcare:</u></p> <ul style="list-style-type: none"> Services for childcare shall be reimbursed at a maximum cap of \$200.00 per 24-hour period. Gestational Carrier is compensated for childcare if she requires childcare during long distance travel, or if Gestational Carrier is confined to bed rest by the treating physician. If confined to bedrest, the Gestational Carrier must provide written note from Designated Physician confining Gestational Carrier to bed rest or modified bed rest is required, and note must specify and start and end date, with reason/need for bed rest/restricted activity, in order to be eligible for reimbursement. other times if necessary to comply with her obligations under the Agreement. 	\$200.00/day

<ul style="list-style-type: none"> The Gestational Carrier shall submit receipts for childcare in order to be reimbursed, and reimbursement must be approved by Agency. Childcare is not reimbursed to the Gestational Carrier in cases where the Gestational Carrier would have incurred such childcare costs regardless of her obligations under this Agreement. 	
<p>(22) <u>Lost Wages for Gestational Carrier:</u></p> <ul style="list-style-type: none"> Gestational Carrier shall be reimbursed gross lost wages, where applicable, per Agreement, not to exceed TBD.00 per day, and not to exceed a maximum cap of \$10,000.00 over the period of the Agreement. 	<p>Not to exceed TBD.00/day CAP: \$10,000.00</p>
<p>(23) <u>Lost Wages for Gestational Carrier’s Spouse/Companion:</u></p> <ul style="list-style-type: none"> Gestational Carrier’s spouse or companion shall be reimbursed gross lost wages, where applicable, per Agreement, not to exceed TBD.00 per day, and not to exceed a maximum cap of \$3,000.00 over the period of the Agreement. 	<p>TBD.00/day Cap: \$3,000.00</p>
<p>(24) <u>Escrow Agent & Escrow Account:</u></p> <ul style="list-style-type: none"> The Escrow Account must be fully funded and maintained in accordance to the terms of the Agreement. The initial funds placed in the Escrow Account must be the Pregnancy Distribution, listed herein plus an additional \$5,000.00, for estimated expenses. The total sum that must be funded prior to the commencement of medication for the Embryo Transfer, and must be funded in the Escrow Account in the amount of: \$45,000.00. Minimum Balance: Intended Parent(s) must maintain a minimum balance in the Escrow Account of \$5,000.00 if Intended Parent(s) resides in the United States, and \$10,000.00 if Intended Parent resides outside the United States. Balance must be maintained for six (6) months following the birth or termination of pregnancy, or termination of this agreement. 	<p>\$45,000.00</p>
<p>(25) <u>Health Insurance:</u></p> <ul style="list-style-type: none"> Intended Parent(s) <u>are/are not responsible</u> for Gestational Carrier’s health insurance monthly premium payments that she has at time of execution of the Gestational Carrier Agreement, and shall be responsible for any additional or new policy that Intended Parent(s) require the Gestational Carrier to obtain for the surrogacy journey. Intended Parent(s) are responsible to cover health insurance costs relating to the surrogacy pregnancy that are not a covered cost by the Gestational Carrier’s insurance, including but not limited to co-pays, deductible, prenatal appointments, delivery, prescription, and other healthcare costs not covered by the Gestational Carrier’s health insurance provider, subject to the terms of the Agreement. 	<p>TBD</p>
<p>(26) <u>Other Medical Costs:</u></p> <ul style="list-style-type: none"> Intended Parent(s) are responsible to pay all medical costs relating to fertility treatments, IVF procedures, embryo transfer, and fertility prescriptions which are not covered by the Gestational Carrier’s insurance. 	<p>TBD</p>

(27) Life Insurance Policy:

TBD

- Intended Parent(s) are responsible to purchase term and/or life insurance for the Gestational Carrier, a minimum benefit of \$750,000.00 for a beneficiary designated by the Gestational Carrier.

Journey Protection Program Gold Tier

Journey Protection Guarantee Program -Gold Tier

Services Provided:	Cost
Payment due at Sign On	
-Surrogacy Program Agency Fee	\$25,000
-Initial Expenses for Surrogate Matching	\$10,000
-Journey Protection Program	\$10,000
<hr/>	
Amount Due	\$45,000
<i>We'll refund 100% of our Surrogacy Program agency fee if you undergo at least two embryo transfers, have no embryos remaining, and do not bring home a baby.</i>	
Total Cost for Journey Protection Guarantee -Gold Tier	\$45,000

**Journey Protection Guarantee Program is available to Intended Parents only with agency approved clinics, and with high grade and PGT tested embryos.*

Surrogacy Journey Guarantee -Gold Tier

Surrogacy Guarantee Program Gold Tier Cost: \$45,000

JGP Gold Tier Includes:

- Surrogate's medical records retrieval costs
- Criminal background checks for surrogate, surrogate's partner and intended parents
- Surrogate's home study
- Surrogate matching
- Coordination of your journey
- Coordination of additional embryo transfers
- Coordination of your journey with additional clinics if IPs change clinics

JGP Gold Tier does not include:

- IVF & Clinic fees
- Surrogate's compensation & expenses
- Medical and pharmacy costs/fees not covered by insurance
- Newborn expenses for baby
- Surrogate's insurance (health/life)
- Escrow maintenance fees
- Surrogate & IPs Legal fees
- Psychological evaluations

Journey Protection Guarantee Program Platinum Tier

Journey Protection Guarantee Program -Platinum Tier

Services Provided:	Cost
First Payment -at Sign On	
-Surrogacy Program Agency Fee	\$25,000
-Initial Expenses for Surrogate Matching	\$10,000
-Journey Protection Program	\$10,000
<hr/>	
Amount Due	\$45,000
<i>We'll refund 100% of our Surrogacy Program agency fee if you undergo at least two embryo transfers, have no embryos remaining, and do not bring home a baby.</i>	
Second Payment -at Surrogate Match	
-Legal fees (GCA) costs and agency support	\$10,000
-Intended Parents Legal Rights (includes GS representation)	\$10,000
-Surrogate's Life Insurance & Escrow Maintenance Fee	\$5,000
<hr/>	
Amount Due	\$25,000
Total Cost for Journey Protection Guarantee -Platinum Tier	\$70,000

**Journey Protection Guarantee Program is available to Intended Parents only with agency approved clinics, and with high grade and PGT tested embryos.*

Surrogacy Journey Guarantee -Platinum Tier

Surrogacy Guarantee Program Platinum Tier Cost: \$70,000

JGP Platinum Tier Includes:

- Surrogate's medical records retrieval costs
- Criminal background checks for surrogate, surrogate's partner and intended parents
- Surrogate's home study
- Surrogate matching
- Coordination of your journey
- Coordination of additional embryo transfers
- Escrow maintenance fees (with SeedTrust escrow)
- Legal fees (includes contracts and parental rights)
- Surrogate's life insurance
- Coordination of your journey with additional clinics if IPs change clinics

JGP does not include:

- IVF & Clinic fees
- Surrogate's compensation & expenses
- Medical and pharmacy costs/fees not covered by insurance
- Newborn expenses for baby
- Surrogate's medical health insurance
- Psychological evaluations

Surrogacy Programs Comparison Chart

Surrogacy Programs

Description	Full Surrogacy Service	JPG -Gold	JPG -Platinum
Agency Program Fee	\$25,000	\$45,000	\$45,000
Other Agency Fees	\$0.00	\$0.00	\$25,000
Covered Costs			
Baby Guarantee	No	Yes	Yes
Unlimited Matches (post-transfer)	No	Yes	Yes
Criminal background checks	No	Yes	Yes
Home Study	No	Yes	Yes
Add'l ET Coordination Fee	No	Yes	Yes
Add'l Clinic Coordination	No	Yes	Yes
International Parent Fee	No	Yes	Yes
Legal fees (GCA GS & IPs)	No	No	Yes
Legal fees for parentage (GS & IPs)	No	No	Yes
Escrow Management Fees	No	No	Yes
Surrogate Life Insurance Costs	No	No	Yes
*Est. Surrogacy Costs	\$94,150-\$116,100	\$112,150 - \$134,100	\$129,300 - \$148,250

**Total est. surrogacy journey costs are estimated with one embryo transfer and does not include insurance. Insurance is a large variable, and on average our IPs pay \$5,000 per journey for health insurance.*

Agency Retainer Agreement

CLIENT RETAINER AGREEMENT

This Client Retainer Agreement (hereinafter “Agreement”) is made and entered into as of Date: _____, by and among the following parties:

Client Name: _____ (hereinafter “Client”), currently residing at:
Client Address: _____, and Surrogate Steps, Inc., (hereinafter “Agency”).

WHEREAS Client desires to have a child or children and has decided to retain the Agency to assist the Client in selecting and matching with a gestational surrogate, who will carry and bear a child conceived from embryo(s) belonging to the Client, and for Agency to provide coordination services, as stated herein, for the surrogacy journey.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above-named parties hereto agree as follows:

1. Agency Retainer Fees

Client agrees to pay a fee to Agency for its services in accordance with the Agency Service Fee Schedule that Client enrolled in, attached hereto and hereby incorporated herein. The Agency Service Fee Schedule are professional fees only and do not include any other surrogate compensation/expenses or other persons or professionals involved with the surrogacy process, including medical or legal, unless Client is enrolled in the Journey Protection Guarantee (hereinafter “JPG”) program, and said JPG program specifically and expressly includes such fees. Agency fees shall be paid and due in accordance with the program Service Fee Schedule, and once fees become due/paid, fees are nonrefundable, unless otherwise indicated as part of the JPG program.

2. Agency Programs: Client to confirm the program Client is enrolling in by executing the attached program Agency Service Fee Schedule.

A. Full Surrogacy Service Program: Agency will assist Client with one surrogacy journey and assist Client to identify a surrogate that is deemed medically fit by the Client’s fertility clinic or Reproductive Endocrinologist, and assist Client with coordination of the surrogacy journey as specified in detail in Scope of Services Section below.

- a. **Rematch:** Agency will assist Client to identify a new surrogate candidate if before the first embryo transfer is conducted the prospective surrogate is deemed unfit to be a surrogate by the Client’s fertility clinic or Reproductive Endocrinologist for medical reasons, or is deemed unfit by a mental health professional. There will be no additional Agency fee to the Client for said rematch services in that the Agency retainer will still remain due in accordance with the fee schedule, and once paid, Agency will not re-charge the fees already paid. Client will be responsible for all expenses and fees already earned by initial surrogate and third-parties, including without limitation to surrogate compensation and expenses (e.g. travel, medical), fees for psychological or mental health assessments, attorneys’ fees, fees for health insurance costs already paid, clinic fees, , and any other fees already earned. Client will incur all additional costs associated with the additional surrogate match, including without limitation to criminal

background checks, home studies, psychological evaluations, medical, legal, surrogate compensation/expenses.

B. Journey Protection Guarantee Program -Gold Tier (“JPG -Gold”):

- a. **Participation in JPG -Gold Program:** If participating in this program, upon Agency’s approval, Client hereby agrees throughout the surrogacy journey/arrangement that Client will transfer to surrogate’s uterus only high-grade quality embryos that are PGT tested, and Client agrees to work only with an Agency-approved fertility clinics. If Client participates in this program, and transfers an embryo to surrogate’s uterus that is not high-grade quality and not PGT tested, and/or if Client works with a fertility clinic that is not approved by Agency, then Client understands and agrees that in doing so Client will waive the journey protection program guarantee, and all of Client’s Agency fees stated in the program service fee schedule, e.g. Agency fee, matching fees and protection program fee, will be nonrefundable.
- b. **Services:** Agency will assist Client with surrogacy journey, and assist client to identify a surrogate that is deemed medically fit by the Client’s fertility clinic or Reproductive Endocrinologist, and assist Client with the surrogacy journey as specified in detail in Scope of Services Section below.
- c. **Rematch Included:** Agency will assist Client to identify a new surrogate candidate if at any point during the surrogacy journey any of the following occurs: if surrogate is deemed medically unfit to proceed with the match/journey by Client’s Reproductive Endocrinologist, fertility clinic, or surrogate’s obgyn, if parties are unable to reach a legal agreement (Gestational Carrier Agreement), or if surrogate backs out of the surrogacy arrangement.
- d. **Rematch Not Included:** If Client wishes to be rematched for none of the aforementioned reasons, and surrogate has been medically and legally cleared, Agency will rematch Client at an additional Agency fee as stated in JPG -Gold Program Service Fee Schedule.
- e. **Guarantee Protection:** Agency shall refund Client 100% of the surrogacy program Agency fee, as stated in the program service fee schedule, if Client undergoes at least two embryo transfers, where at each transfer at least one embryo was transferred into surrogate’s uterus, and Client has no embryos remaining and does not intend to create more embryos, and the surrogacy arrangement does not result in a live birth. The surrogacy program agency fee becomes nonrefundable upon the surrogacy arrangement resulting in a live birth, or if guarantee protections are not met (e.g. Client has remaining embryos, or client transfers embryos that are not high-quality and PGT tested).
- f. **Other Covered Costs:** This program covers other third-parties fees that are listed in the program service fee schedule. The Client understands that any fees listed in the fee scheduled to be covered by Agency, will be covered as a reimbursement and paid by Agency to the provider directly. Thus, while Client may be obligated to pay any covered

fees in a gestational carrier agreement, the Agency will still cover the covered fees directly to the provider on behalf of Client.

C. Journey Protection Guarantee Program -Platinum Tier (“JPG -Platinum”):

- a. **Participation in JPG -Platinum Program:** If participating in this program, upon Agency’s approval, Client hereby agrees throughout the surrogacy journey/arrangement that Client will transfer to surrogate’s uterus only high-grade quality embryos that are PGT tested, and Client agrees to work only with an Agency-approved fertility clinics. If Client participates in this program, and transfers an embryo to surrogate’s uterus that is not high-grade quality and not PGT tested, and/or if Client works with a fertility clinic that is not approved by Agency, then Client understands and agrees that in doing so Client will waive the journey protection program guarantee, and all of Client’s Agency fees stated in the program service fee schedule, e.g. Agency fee, matching fees and protection program fee, will be nonrefundable.
- b. **Services:** Agency will assist Client with surrogacy journey, and assist client to identify a surrogate that is deemed medically fit by the Client’s fertility clinic or Reproductive Endocrinologist, and assist Client with the surrogacy journey as specified in detail in Scope of Services Section below.
- c. **Rematch Included:** Agency will assist Client to identify a new surrogate candidate if at any point during the surrogacy journey any of the following occurs: if surrogate is deemed medically unfit to proceed with the match/journey by Client’s Reproductive Endocrinologist, fertility clinic, or surrogate’s obgyn, if parties are unable to reach a legal agreement (Gestational Carrier Agreement), or if surrogate backs out of the surrogacy arrangement.
- d. **Rematch Not Included:** If Client wishes to be rematched for none of the aforementioned reasons, and surrogate has been medically and legally cleared, Agency will rematch Client at an additional Agency fee as stated in program service fee schedule.
- e. **Guarantee Protection:** Agency shall refund Client 100% of the surrogacy program Agency fee, as stated in the program service fee schedule, if Client undergoes at least two embryo transfers, where at each transfer at least one embryo was transferred into surrogate’s uterus, and Client has no embryos remaining and does not intend to create more embryos, and the surrogacy arrangement does not result in a live birth. The surrogacy program Agency fee becomes nonrefundable upon the surrogacy arrangement resulting in a live birth, or if guarantee protections are not met (e.g. Client has remaining embryos, or client transfers embryos that are not high-quality and PGT tested).
- f. **Other Covered Costs:** This program covers other third-parties fees that are listed in the program service fee schedule. The Client understands that any fees listed in the fee scheduled to be covered by Agency, will be covered as a reimbursement and paid by Agency to the provider directly. Thus, while Client may be obligated to pay any covered fees in a gestational carrier agreement, the Agency will still cover the covered fees directly to the provider on behalf of Client.

D. Family Loyalty Program: The Family Loyalty Program is an option of a second live birth and is valid for six (6) years from the date of execution of this Agreement. If Client wishes to pursue the Family Loyalty Program, Agency will determine at its sole discretion at such time whether it will pursue such engagement and such engagement must be evidenced by execution of a separate Client Retainer Agreement and a separate Service Fee Schedule. The terms and conditions of the Family Loyalty Program described herein or otherwise, up until a new engagement executed and evidenced in writing, is subject to change without notice.

- a. **Same Surrogate.** Upon the execution of a separate and new engagement agreement, the Client within the timeframe may proceed with the surrogate that was previously matched by Agency and that gave birth to the first surrogacy child/ren. Client understands that Agency cannot guarantee that the previous surrogate will agree to work with Client, or will be available to work with Client. Client also understands that if the same surrogate is used, there will need to be a separate legal agreement between Client and surrogate, and that different fees and expenses may apply to that surrogacy journey than the previous surrogacy journey. Client will be responsible for all expenses and fees including but not limited to additional Agency fees, any fees and expenses to the Surrogate, additional screening expenses, and legal services.
- b. **New Surrogate.** Upon the execution of a separate and new engagement agreement, consented to by both Client and Agency, the Client within the timeframe the Agency may assist the Client to locate a new Surrogate. Client will be responsible for all expenses and fees including but not limited to additional Agency fees, any fees and expenses to the Surrogate, additional screening expenses, and legal services.

3. Matching Services Without Agency. If Client is introduced to a surrogate or matched with a surrogate through or by the Agency (regardless if the surrogate was previously known to Client), and Client proceeds with a surrogacy journey with the said surrogate without the Agency's involvement, for any reason, regardless if it is a first journey or subsequent journey, the Client shall be liable to the Agency for all Agency fees, as indicated in Client's program service fee schedule, and any/all funds already paid to Agency shall be non-refundable. In such a matter, the Agency shall have no further obligations or liability to Client.

4. Expenses & Third-Party Providers

Agency may coordinate various services as necessary throughout the surrogacy process. The Client understands that Client is responsible for all expenses and fees in relation to the surrogacy services and agrees to pay for said expenses/fees, unless Agency specifies that expense would be covered as part of the JPG program that Client enrolled in. Such expenses/fees may include, but are not limited to, the following:

1. Criminal background checks (e.g. for Surrogate, Surrogate's Partner, Client)
2. Home study evaluation for Surrogate
3. Psychological evaluation for Surrogate and Client
4. Cost of obtaining Surrogate's medical records
5. Costs of obtaining insurance policy (e.g. health/accidental/life) for Surrogate

6. Surrogate and surrogate's companion's expenses (e.g. travel, medical, ivf/clinic fees) indicated in compensation package for surrogate as needed for e.g. medical screening/clearance or embryo transfer by Client's clinic

Client understands that the Agency cannot guarantee nor is responsible for the quality of the services provided by the third-party service providers. The aforementioned expenses will be due prior to rendering of such services.

Client understands that prior to having a surrogacy agreement in place with the surrogate, that there may be expenses associated with medical screening of the surrogate by the Client's fertility clinic or physician(s), including without limitation to medical expenses or the surrogate's expenses in accordance to the surrogate's compensation package. The Client agrees that, if approved by Agency, that Client will be responsible for all said expenses, and that expenses may be billed to Client's escrow account for payment, or billed directly to Client at discretion of the Agency.

Client understands that Client is responsible for the surrogate's legal fees associated with the representation of the surrogate in regards to the review and negotiation of the surrogacy agreement with the surrogate. Client agrees to be responsible for said expenses and that expenses may be billed to Client's escrow account or to Client directly, at discretion of the Agency.

Client understands that Agency will need to coordinate and book travel for the surrogate and companion if applicable, associated with travel for the medical screening and embryo transfer. Agency will make best efforts to contact Client in advance to inform Client as to the costs of such expenses prior to booking. Regardless, Client agrees that Agency may book such travel and that Client is responsible for all such expenses associated with Agency's booking, including without limitation to air travel, hotel, and car rental/service. Client agrees, that such expenses may be billed to escrow for payment or billed to Client directly, at discretion of the Agency. Client further agrees, that if Client provided Agency with Client's credit card authorization, that Agency may use Client's credit card to book such travel.

Client understands that Client, even prior to executing a surrogacy agreement with the surrogate, is responsible for above stated expenses, despite of any other events or circumstances, including without limitation to surrogate failing to clear any portion of the screening, or if surrogate decides to not proceed with surrogacy with the Client.

5. Escrow Account for Surrogate Required

Client agrees that all compensation and expenses to be tendered to the surrogate for the must be placed in an escrow account and managed by an escrow agent approved by the Agency. If Agency is also acting as escrow agent a separate escrow agreement must be executed, as such services are provided outside of this Agreement. Upon Agency's request, Client agrees to provide Agency with proof that the escrow funds have been transferred to an escrow account for benefit of the surrogate. Client understands that this provision will supersede any other agreements entered into between Client and surrogate.

Prior to the funding of the escrow account or prior to entering into a legal agreement with the surrogate, the Client understands that there may be compensation and expenses owed to the surrogate in accordance to surrogate's compensation package, and Client agrees to be solely financially responsible for such expenses, including without limitation to medical bills, clinic fees, embryo transfer fee, start medication fee, travel expenses (e.g. lost wages, flight fees, hotel fees). Client agrees that Agency, at Agency's sole discretion, may pay such expenses on behalf of Client, and if Agency does so, Client hereby agrees to fully reimburse and pay the Agency for any and all fees and expenses paid on Client's behalf.

6. Contact with Surrogate(s)

Client agrees to contact potential surrogate candidate or any surrogate identified by Agency only with the knowledge and prior authorization of Agency.

Client further agrees not to enter into a surrogacy agreement with surrogate identified by Agency without Agency's prior consent. Client expressly agrees not to enter into any contractual relationship with surrogate without the knowledge and approval of Agency. If Client does enter into such direct relationship with surrogate, all of the full Agency fees will be immediately due and payable and nonrefundable, and Agency will have no further responsibility under this Agreement.

Client agrees not to engage in any type of harassment behavior towards surrogate, including but not limited any type of unreasonable or excessive contact with surrogate, regardless if such contact is via phone, person, text, social media or any other means, directly or indirectly.

7. Confidentiality

Client understands that this Agreement is protected by the United States Copyright laws and may not be duplicated, copied, distributed, shared or re-used in a different matter, case or for any other purposes, whether distribution is in the form of print form of print, electronically (including any media outlets) or otherwise, to anyone other than the Client herein, unless written consent is provided for such distribution from the Agency. Unauthorized distribution or disclosure of this Agreement is unlawful and will be a violation of the United States Copyright laws.

8. Scope of Services

Agency agrees to do all things reasonably necessary to carry out the intent of this Agreement and services as outlined above. In addition, unless this Agreement is otherwise terminated, Agency agrees:

- A. To provide any surrogate selected by the Client with ongoing encouragement support, and attention from the time of the selection of the surrogate throughout the surrogacy pregnancy.
- B. To assist both the surrogate and the Client to obtain impartial attorney to review and/or draft an agreement between the surrogate and the Client, counsel, advise and negotiate the gestational surrogacy agreement on behalf of the Surrogate and Client prior to the signing of the gestational surrogacy agreement.
- C. To assist the surrogate and ensure that she has access to health professionals to evaluate, per orders of the Client's clinic, the surrogate prior to any embryo transfer.
- D. To assist with all necessary screening/monitoring arrangements for surrogate if she will not be using the Client's clinic for these purposes.
- E. To assist in making all necessary travel arrangements for the surrogate's, and if applicable surrogate's companion, e.g. transportation and lodging. Client understand and agrees that Client will be responsible for these expenses, and Client agrees and hereby authorizes that Agency may use its' good judgement in making all aforementioned necessary travel

arrangements. Agency will use its' best efforts to inform Client in advance of travel costs. In the case of an act of God, i.e. blizzard, natural disaster, hurricane, or terrorism, etc., which causes the Surrogate's travel plans to unexpectedly change, then any additional, travel costs incurred will be the responsibility of the Client.

- F. To assist with all communications in anticipation of an embryo transfer or that occur within the regular course of a surrogacy pregnancy throughout the surrogacy pregnancy, between Client and the surrogate.
- G. To assist in the review of the surrogate's health insurance plan to assess if there is a surrogacy pregnancy exclusion. Client understands that if an insurance plan covers a surrogacy pregnancy it does not mean that it will cover 100% of the entire pregnancy, delivery or any of the fertility treatments. Additionally, insurance review is not any guarantee of coverage, and Agency cannot make any guarantees as to insurance coverage/benefits/exclusions of Surrogate. Client understands that there will be a separate legal or broker fee for a formal review letter of insurance coverage.
- H. To assist Client to obtain a licensed independent attorney for legal proceedings necessary for a Gestational Carrier Agreement, and in the United States for parentage order.

If the Client requires or requests additional services provided through Agency, such services must be agreed upon with Agency, and must be addressed in a separate engagement agreement, and additional Agency costs may/will apply.

CLIENT ACKNOWLEDGES AND AGREES THAT THE AGENCY FEES ARE NOT A SUCCESS FEE OR IN ANY WAY CONDITIONED UPON THE CLIENT SUCCESSFULLY LOCATING A SURROGATE OR ACHIEVING A PREGNANCY OR A CHILD.

9. Services that are Specifically Excluded

Services that are not specifically provided in this Agreement in Section 8 above, are hereby excluded from this Agreement, including without limitation to: providing psychological counseling or treatment services to Client; providing medical services to surrogate or the Client; or providing legal services to surrogate or the Client for the purposes of preparing a gestational surrogacy agreement or otherwise; services relating to insurance claims or disputes; services relating to fetal remains; services relating to cord blood banking, coordination, or storage. The Client acknowledges and agrees that the cost and expense of any services related to the surrogacy matching process that are excluded from this Agreement are the sole responsibility of the Client and that it may be necessary for the Client to engage third-parties to provide these services to the Client. Agency may assist the Client by recommending third-party service providers such as psychologists, attorneys or physicians; however, the Client acknowledges and agrees that the Client has freedom of choice in selecting any such providers. Additionally, Agency is not responsible for the quality of the services provided by third-party service providers that are selected or approved by the Client.

10. Refund Policy

The Client understands that the time commitment, expertise, and services provided by Agency are substantial and difficult to measure. Accordingly, **all Agency fees (regardless of type of fee), once such fees become due, are nonrefundable**, with the sole exception that if Client is enrolled in the Journey

Protection Guarantee Program, the surrogacy program Agency fee is refundable in accordance to the terms of that program.

11. Termination of Agreement

The Client shall have the right to terminate this Agreement at any time by giving written notice to Agency, provided that the surrogate has not undergone the embryo transfer. If the Surrogate has already undergone the embryo transfer and Client wishes to terminate this Agreement, Client may only do so once it is confirmed that the surrogate is NOT pregnant.

Agency shall have the right to terminate this Agreement and withdraw from its obligations to provide services and all obligations to the Client entered into in this Agreement if Agency determines that (1) the Client will not likely be matched with a surrogate; or (2) a surrogate match is futile or impossible due to any medical, legal, ethical, or other material circumstances that were not known by Agency at the time of this Agreement was entered into; or (3) the Client has materially failed to cooperate with Agency in the surrogacy matching process or coordination or in non-responsive; or (4) the Client has provided false material information to Agency or has made material misrepresentations to Agency at any point during the surrogacy matching process or coordination; (5) the Client violated this Agreement in any way; or (6) if an unavoidable ethical or legal conflict arises between the Client and Agency or any it's agents.

If this Agreement is terminated for any of the aforementioned reasons, the Client would NOT be refunded any of the Agency fees or any costs that have accumulated pursuant to this Agreement or a surrogacy arrangement, and all of the Agency fees will be immediately due and payable and nonrefundable, and Agency will have no further responsibility under this Agreement.

12. Survival

Any warranties or representations set forth herein, including responsibilities and/or obligations of the Parties, risks assumed by the Parties, including obligations with respect to fees and expenses and jurisdictional requirements or enforceability shall survive termination of this Agreement.

13. No Guarantees

The Client has been advised that even if a surrogate match does occur, Agency cannot guarantee that the surrogate will comply with or honor the terms and conditions of the gestational carrier agreement. Nor can Agency guarantee that this Agreement of any portion thereof, or the gestational surrogacy agreement, or any portion thereof, may or will be enforced in any court or administrative or governmental agency or be deemed valid or legitimate by any religious philosophy or group. There is no guarantee that any given surrogate will, in fact, be able to have a successful embryo transfer or that a surrogacy pregnancy will produce a child that will be physically and mentally healthy or that will be free of birth or congenital defects or abnormalities.

The Client understands that even in the process of a surrogate match, the surrogate may change her mind and choose not to proceed with the surrogacy arrangement, not to carry or enter into a legal agreement with the Client. Client understands and agrees that Agency cannot guarantee that surrogate will not change their mind and Agency cannot force specific performance from a surrogate to carry for the Client or to enter into a legal agreement with the Client.

14. Authorization to Release Information

The Client understands that as part of the surrogacy matching and coordinating process Agency must provide information provided by the Client to Agency to the Clients' fertility clinic and legal professionals in the performance of its' services. By signing this Agreement, the Client authorizes Agency to release such information and release Agency from any and all liability in connection with the release of any or all of this information, medical, personal or otherwise, in connection with this Agreement.

15. Notice and Waiver of Conflict of Interest

Client understands that this Agreement is between Client and Surrogate Steps, Inc. only, and is not applicable to any other parties, including without limitation to Shaltiel Law Group, LLC.

Client also understands that Agency will be working with the surrogate and Client to coordinate the surrogacy journey and arrangement, and that there may be a conflict of interest that may arise as a result of working with both Client and Surrogate.

By signing this Agreement Client hereby waives any and all conflict of interests, present, past and future, and consents to working with Agency and its' agents.

16. Mediation & Arbitration

In the event that a dispute arises between the Client, Agency or any of its' agents, the Client agrees to first attempt to mediate such issues, and if mediation fails, Client agrees to pursue arbitration for any dispute. Mediation and Arbitration fees, if any, shall be borne by the breaching party. Parties agree to pursue Arbitration in place of any litigation.

In the event that either party has actual knowledge of an occurrence that such party reasonably believes is the basis for a claim or cause of action against the other party, regardless of the basis of such claim, **such party shall give written notice of the existence of such claim to the other party within Thirty (30) days of such party's first knowledge of such occurrence.** If such party fails to give the other party notice of such occurrence within calendar Thirty (30) days, such party permanently forfeits its ability to pursue all such claims against the other party.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland, USA entirely independent of forum where this Agreement or any part thereof may come up for construction and/or enforcement. The Venue shall be in the county of Montgomery, State of Maryland, USA.

17. Indemnification and Limitation of Liability

- A. **Warranty.** Agency will perform its services under this Agreement in a professional manner and in accordance with all applicable laws. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, AGENCY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED.
- B. **Child/ren.** Client agrees to hold Agency, and Agency's representatives, free and harmless from any and all medical or legal liability associated with the treatment and medical procedures as well as the health and well-being of a child/ren born of the pregnancy resulting from the surrogacy arrangement. Client acknowledges and agrees that Agency, Agency's representatives cannot guarantee or warrant that a child/ren will be born pursuant to this Agreement or the surrogacy arrangement or that if born such child will be healthy at birth or later in life.

- C. **Healthcare Fees.** Client acknowledges and agrees that Agency makes no representation or warranties as to the costs of any medical procedures, hospital costs, physician's costs, lab costs or costs of medication. Client further acknowledges that Agency cannot control the actions of any health insurance provider, and that any exclusions or amendments made by insurance providers to their policy holders and plans, including surrogacy exclusions, are beyond the control of Agency. Client agrees to hold Agency and Agency's representatives harmless for any and all costs related to medical expenses or healthcare fees.
- D. **Third-Party Providers.** Client acknowledges and agrees that Agency does not control any professional not employed by Agency. Client agrees to hold Agency and Agency's representatives harmless for any errors or omissions of third-party providers, including but not limited to social workers, attorneys, escrow agents, private investigators, mental health professionals, medical professionals, hospitals, or insurance providers.
- E. **Background Checks.** Client acknowledges and agrees that Agency cannot and does not guarantee that if background checks are performed on the surrogate (and her spouse or partner, if applicable) that they will be accurate or convey all the relevant facts about the surrogate, or that Agency will be able to verify all often surrogate's (and her spouse or partner's if applicable) information, and Client agrees to hold Agency and Agency's representatives harmless for any such errors or omissions.
- F. **Surrogate.** Client acknowledges and agrees that Agency cannot guarantee that all information provided by surrogate (and her spouse or partner, if applicable) is complete or accurate, or that the surrogate (and her spouse or partner, if applicable) will comply with the surrogacy agreement (gestational carrier agreement). Client further acknowledges and agrees that Agency cannot guarantee that surrogate will participate in any judicial proceedings to establish the legal rights of the Client as parents to any Child born pursuant to this agreement or the surrogacy agreement, or that surrogate will agree to relinquish any parental rights. The Client acknowledges and agrees that no surrogate is an employee, independent contractor, agent, or representative of Agency and that Agency and Agency's representatives shall have no liability whatsoever for any act, omission, or negligence of any surrogate.
- G. **Limitations of Liability.** Notwithstanding any other provision of this Agreement, if a court of competent jurisdiction, or an Arbitrator agreed upon by the Parties, determines that Agency has breached the terms of this Agreement, the total liability of Agency shall not exceed Twenty-Five Thousand Dollars (\$25,000), or if Client paid Agency fees less than Twenty-Five Thousand Dollars (\$25,000), then the Agency's total liability shall not exceed the said lesser amount paid by Client for Agency fees. IN NO EVENT WILL AGENCY BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, PUNITIVE OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

18. Taxes & Immigration

Agency does not give advice with regard to tax or immigration consequences that may be related to the surrogacy process and the Client has been advised to seek other advice on such matters from a tax professional such as a CPA, tax attorney, and/or immigration professional such as an attorney specializing in immigration.

19. Representation

By signing this Agreement, the Client acknowledges and understands that at any time the Client may choose to retain a private independent counsel to review this Agreement, and/or further discuss potential or existing conflict of interests resulting from this Agreement.

20. Severability

In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be waived for the remainder of this Agreement and shall in no way effect, impair or invalidate any other covenant, condition or other provision held to be invalid, void or illegal.

21. Entire Agreement

This Agreement constitutes the entire understanding of the obligations and duties of Agency as it relates to the Client, and that there are no other representations, promises, warranties, covenants or undertakings as to any duties by Agency and/or any of its agents.

Having read and understood this Agreement, the Client understands that this Agreement becomes binding once signed by all of the parties. This Agreement may be executed in more than one counterpart. Any photocopy of this Agreement, print or electronic, shall qualify as the original. This Agreement, Agreements ancillary to this Agreement, is signed when a party’s signature is delivered by facsimile, email or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

The parties have entered into this Agreement as of the day and year first written below.

Client/Intended Parent:

NAME: _____

SIGNATURE: _____

DATE: _____

Client/Intended Parent:

NAME: _____

SIGNATURE: _____

DATE: _____

YIFAT SHALTIEL, DIRECTOR
SURROGATE STEPS