



Diana Van De Voort-Perez  
Founder/CEO

Surrogate Alternatives, Inc.

876 Jetty Lane, Chula Vista, CA 91914, United States

Phone: Toll Free: 1-(855)-SAI-BABY or International: 00-1-(619)-397-0757

E-mail: SurroInc@aol.com

Websites: <http://www.Surro.com> & <http://www.AffordableSurrogacy.com>

Licensed in: California (1998) / Incorporated (2000)

Membership Affiliations: Better Business Bureau (BBB), Resolve, American Fertility Association (AFA), The American Society of Reproductive Medicine (ASRM), Fertile Hope, American Fertility & Inciid

Countries Served: United States, Mexico, Canada, United Kingdom, Brazil, Cayman Islands, Germany, France, Spain, Italy, Taiwan, Belgium, Australia, Switzerland, Korea, China, Sweden, England, Hong Kong, Japan, Norway, Portugal, Slovenia, Singapore, Argentina, Denmark, Egypt, Greece, Ireland, Venezuela, Russia, Ireland, Netherlands, Israel and many more.

Areas of Expertise and Interest: Third Party Reproduction / Surrogacy & Egg Donation / Embryo Donation

Educational Credentials: 3 years Business Administration and Accounting, 10 years Public Relations

Years involved in Assisted Reproduction: 15

**% of Practice Involving Assisted Reproduction through Third Party Assistance: 100 %**

As of 1/2011: 1268 Surrogate and/or Egg Donation matches made by Surrogate Alternatives, Inc.

**Professional Profile**

Diana Van De Voort-Perez, Founder & CEO of Surrogate Alternatives, Inc., has been involved in third party reproduction for over 15 years (since 1996). Diana has been a Gestational Surrogate twice, which resulted in the birth of twin boys in (1998) and a little girl in (2003). Diana has also been a successful Egg Donor five times, resulting in the birth of seven children. Diana has held online seminars, written articles, given speeches & appeared in TV and print ads. We are proud to say, that “Surrogate Alternatives was one of the first established agencies in San Diego County and the oldest agency still in business”.

The staff of Surrogate Alternatives is experienced in all aspects of Surrogacy including local, out-of-state and International arrangements. Many of our staff members have been Surrogate Mothers and/or Egg Donors at least once. This unique insight allows our staff the opportunity to fully share with other potential Surrogate Mothers and Egg Donors, the joy of helping a couple in such a special way, as well as sharing our own experiences with others.

Keeping our costs down and always having our fee sheets accessible for anyone to review, is paramount to ensuring our clients are fully prepared for this process and because we understand how expensive choosing to work with a Surrogate and/or Egg Donor can be. We have only raised our agency fee twice in the last 13 years and are still one of the lowest, reputable agencies in the state of California.



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International: 00-1-(619)-397-0757

Dear Intended Parents,

Thank you for allowing us the opportunity to provide you with information on our agency and the services we can provide for you. You may view our available surrogates or egg donors online by following this link: <http://www.surrogatealternatives.com/surrogates.htm>. There is NO password required to view basic information and availability. We quite often have surrogates and egg donors who are not yet added to our database, so please contact our office to inquire. If you would like to view complete profiles we will provide you with a password to download and print them out.

Once you have selected one or two potential surrogates or egg donors and have decided you would like to retain our agency, you will download our retaining instruction documents (the retainer agreement(s), intended parent questionnaire(s), your medical release(s) and payment instructions) can be sent to you by email or downloaded from multiple locations on our website. Due to the sensitive nature of our bank wire instructions, you will only be sent this document upon request.

To complete the process, the following documents will need to be returned to our office: The intended parent questionnaire, retainer agreement, medical release (*one completed form for each party*) and proof of payment for our agency fee. Please be sure to follow the registration procedures list when sending in all documents. After we receive your required documentation, we can place a 48 hour hold on up to 2 surrogates or 2 egg donors while we wait for your payment to post to our account. If you are selecting a surrogate, our office will make arrangements for a phone call with one or both of the surrogates you are considering. By speaking with them by phone, you will have a better idea if you are compatible, while gaining a little insight into their lives and why they have decided to become a surrogate mother.

After you have been matched with a surrogate or egg donor, you will need to have the necessary medical testing done. If you are already working with an infertility specialist they can do all of your testing, as well as your surrogate or egg donors. Our psychologist would contact all parties, to schedule the consultations. If your surrogate or egg donor does not reside in the state of California, she will be scheduled with a licensed psychologist in her city and state.

When everyone is medically and psychologically cleared, your infertility specialist will explain the medications that are needed and discuss the procedure in detail with you. Contracts will then be signed between all parties and the doctor will start the medication cycle. For a surrogacy arrangement, following the embryo transfer (IVF), you will know in approximately 2 weeks if you are expecting a baby. If a pregnancy does not occur during the first attempt, any remaining embryos that were not transferred into your surrogate will be frozen and used for future cycles (*if necessary*).

A fund management account will be set up to hold and secure the funds upon execution of the legal contract between you and your surrogate or egg donor. If working with an egg donor, Surrogate Alternatives will assist your egg donor with all travel requirements, issuing her payment for services as well as insuring she has a health insurance policy in place in the event of a catastrophic event which would require her to be hospitalized. This policy would be in addition to any policy she may already have in place and is a requirement by our agency to assure payment for services in connection with any care she may receive, if she were to hyper-stimulate or develop medical complications from the procedure. If working with a surrogate, your surrogates' compensation will be disbursed from this account each month. Upon confirmation of pregnancy, she will begin receiving a monthly fee (10 payments in total) that will be authorized by Surrogate Alternatives according to the your contract provisions. As soon as you select your surrogate, she is invited to begin attending our monthly support group meetings, however, she will not be compensated by you, until your contract with her, has been signed. Our monthly support group meetings will help your surrogate meet and make friends with other surrogates, learn what to expect and how to deal with certain situations that may come up during the pregnancy. She will also receive support from our friendly, dedicated support staff whose main objective is to answer her questions and introduce her to other surrogates. She will only receive compensation if she attends these meetings once a month.

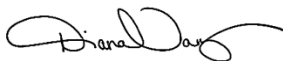
Please refer to our detailed fee sheets to better understand your financial obligation and expenses involved. If you are a U.S. citizen, you are required to make a minimum deposit of \$15,000 into your fund management account before your surrogate begins taking any cycle medication. If you are not a U.S. citizen, you would be required to make a minimum deposit of \$40,000.

We will take care of arranging all necessary appointments for medical and psychological screenings, as well as setting up your fund management account and recommending a reproductive law attorney. We will have your surrogate sign our Surrogate Benefit Package (SBP) and provide a copy to your attorney to incorporate into your legal contract. This form is a breakdown of all fees you have been informed of, which are included in each of our surrogate profiles. This form helps expedite the contract signing process.

Rest assured, our relationship doesn't end once a pregnancy is achieved. We will be there if you, your surrogate or egg donor have any questions or need anything, even after your family is complete. Please don't hesitate to call us anytime. We understand this is a HUGE step for you and we want you to know, you aren't taking it alone.....

Once again, thank you for your interest in our agency and we look forward to assisting you!

Sincerely,



Diana Van De Voort-Perez  
Founder & CEO



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International: 00-1-(619)-397-0757

## Registration Procedures List

Please follow this check off list to be sure and send in all the required documentation. By following the list, it will help expedite the process and avoid any delays.

1. **INTENDED PARENT QUESTIONNAIRE** - Please answer each question completely. If the item does not apply, please do not answer it. If additional space is needed, please attach a separate piece of paper referencing the question and page number. Please email this document to your case manager for processing.
2. **AGENCY RETAINER AGREEMENT** - Be sure to initial each page and sign the last. You can email this document along with the Intended Parent Questionnaire.
3. **RETAINER FEE** - This fee must be paid in American currency. If you are paying by check, please make the check payable to: Surrogate Alternatives. To expedite the process and pay by bank wire, please call our office to obtain the bank wire instruction form. You may also pay by credit card (Visa and MasterCard are accepted). Our Retainer fee is **\$15,000** for a (Surrogate Only) Arrangement, **\$6,000** for an (Egg Donor Only) arrangement, **\$20,000** for a (Surrogate and Egg Donor) discounted package arrangement or **\$22,000** for our Pregnancy Assurance Option arrangement for a (Surrogate Only).
4. **DRIVER'S LICENSE OR PASSPORT** - Please include a copy of your driver's license or passport for each recipient. This document is **required** for your file.
5. **PHOTOS** - Please email at least 5 photos to include with your profile. If you will be selecting a surrogate, we will share your profile with potential surrogates. First impression is everything.
6. **MEDICAL RELEASE AUTHORIZATION** - This document is needed to request copies of your medical records and psychological report for your file. We will need (1) signed copy for each Intended Parent.

\*Be sure to send your documents by email if possible, however if sending by mail, please send by Federal Express (FedEx), UPS or Express Mail through the post office for tracking purposes, especially if you are sending your funds by Cashier's Check. **All documents are accepted and preferred by email.**

**In order to place a 48 hour "hold" on a specific surrogate or egg donor, you will need to return the documents listed on this form and along with proof that payment has been issued.**

**We can place a "temporary" hold on up to 2 surrogates and up to 2 egg donors at once.**



(This page **will not** be part of your profile)

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International: 00-1-(619)-397-0757

## INTENDED PARENT QUESTIONNAIRE (SURROGACY)

This document will be shared with potential surrogates, as we attempt to find you a suitable match. Please be as descriptive and open as possible; providing insight into who you are and what type of people/person the surrogate may be helping. (Preferably, this form should be emailed to us). Before we can initiate ANY contact with available surrogates, we must receive this form along with at least 3 photos to include with your profile.

Intended Parents Legal First Name: \_\_\_\_\_

Intended Parents Legal Middle Name: \_\_\_\_\_

Intended Parents Legal Last Name: \_\_\_\_\_

Intended Parents Age: \_\_\_\_\_ Do you go by any other name (*nickname*): \_\_\_\_\_

Intended Parents Legal First Name: \_\_\_\_\_

Intended Parents Legal Middle Name: \_\_\_\_\_

Intended Parents Last Name: \_\_\_\_\_

Intended Parents Age: \_\_\_\_\_ Do you go by any other name (*nickname*): \_\_\_\_\_

Home Phone and Mailing Address: **(Please list EXACTLY as it should be addressed on the envelope)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Phone: (*incl. Country or Area Code*): \_\_\_\_\_

If you are International, what is the time difference between your country and California? \_\_\_\_\_

### **Intended Parent Contact Information:**

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_ Cell: \_\_\_\_\_

### **Intended Parent Contact Information:**

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_ Cell: \_\_\_\_\_

Would you like our office and other professionals to send emails to both email addresses? Yes / No

\*\*\*\* (If not, please list below, which email address we should send all correspondence to)

\_\_\_\_\_

# INTENDED PARENT QUESTIONNAIRE

What is your current relationship status? Legally Married / Single / Committed Partners / Registered Partners

Who will be providing eggs for the embryos? Intended Mother / Egg Donor

Who will be providing sperm for the embryos? Name: \_\_\_\_\_ / Sperm Donor / Both Intended Parents

Are you using frozen embryos? Yes / No If so, how many embryos are frozen? \_\_\_\_\_

Have you ever thought about adoption? Yes / No Do you currently have children? Yes / No

If so, what are their names & ages? \_\_\_\_\_

If you have a child or children, was it through a previous Surrogacy arrangement? Yes / No

Have you talked to your child or children about having another baby? Yes / No

Why did you decide to choose Surrogacy as your fertility choice? \_\_\_\_\_

Are you currently working with a fertility clinic? \_\_\_\_\_ If you are, please list their contact information:

Please explain why you chose surrogacy: \_\_\_\_\_

Do you plan on doing **PGD** (Pre-Implantation Genetic Diagnosis) on your embryos? Yes / No / Unsure

**(Intended Mother)** Do you plan to do a **Dual** Embryo Transfer (where they would transfer embryos into your uterus as well as your Surrogates)? Yes / No

If possible, do you plan to attend the pregnancy (OB/GYN) appointments with your Surrogate? Yes / No

If not, please explain: \_\_\_\_\_

How many children do you want: Singleton (1 baby) / Twins (2 babies) / Triplets (3 babies)

If a twin or triplet pregnancy were to occur, would you want selective reduction performed? Yes / No

*(Selective Reduction, reduces the number of fetuses to give the other one or two a better chance of survival)*

If you selected yes for selective reduction, would you choose to reduce from Twins to a Singleton? Yes / No

If it was determined that the fetus had abnormalities, would you choose to abort the pregnancy? Yes / No

Under which circumstances? \_\_\_\_\_

Do you plan to have gender selection performed? Yes / No

If so, which gender would you prefer, and why? \_\_\_\_\_

## INTENDED PARENT QUESTIONNAIRE

How do you expect the following people in your life to react to your having a Surrogate carry your child?

Children: \_\_\_\_\_

Parents: \_\_\_\_\_

Friends / Co-workers: \_\_\_\_\_

Frequent contact with your Surrogate is important during the process. Please explain the type of relationship you hope to have with your Surrogate, **during** your match with her and while she is pregnant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please rate 1-5: \_\_\_\_\_ (**1** being monthly email/calls (*minimum*), **5** being email/calls more than twice a week)

What type of contact would you expect to have with the Surrogate, **after** the delivery?

Please rate 1-5: \_\_\_\_\_ (**1** being monthly email/calls (*minimum*), **5** being email/calls more than twice a week)

Would you consider sending occasional photos of the child or children to the surrogate? Yes / No

If medically possible would you like to be in the delivery room during the birth? Yes / No

If you cannot make it in time for the birth, would you like SAI to take photos? Yes / No

**(If U.S. Citizens)** Have you ever lived or traveled out of the U.S.? If so, where and for how long:

\_\_\_\_\_

\_\_\_\_\_

## WHY CHOOSE SURROGACY?

Please describe why you've chosen Surrogacy. If you're in a relationship, how did you meet and how did you come to this decision together? This is very important to a surrogate, as it helps to give her a better idea of the person or people she would be helping. (If you need additional space, please use a separate piece of paper).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## INTENDED MOTHER HEALTH HISTORY

Are you receiving treatment for any medical problems?    Yes   /   No

If so, please explain: \_\_\_\_\_

\_\_\_\_\_

Are you currently taking any prescription medication?    Yes   /   No

If so, please list the names and purpose: \_\_\_\_\_

\_\_\_\_\_

Do you have any health conditions (diabetes, high blood pressure, HIV, Hepatitis etc...)?    Yes   /   No

If so, please list: \_\_\_\_\_

\_\_\_\_\_

## INTENDED MOTHER FERTILITY HISTORY

(Please list all pregnancies you have had - including miscarriages and abortions)

Number of ectopic pregnancies:    \_\_\_\_\_    Number of years trying to conceive:    \_\_\_\_\_

Number of still births:    \_\_\_\_\_    Number of live births:    \_\_\_\_\_

Number of pregnancies:    \_\_\_\_\_    Number of vaginal births:    \_\_\_\_\_

Number of miscarriages:    \_\_\_\_\_    Number of abortions:    \_\_\_\_\_

Number of Cesarean births:    \_\_\_\_\_    Number of children you have:    \_\_\_\_\_

Have you been advised that trying to get pregnant could be damaging to your health?    Yes / No

If so, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you ever gone through any infertility treatment or procedures in the past? (If so, please describe).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ABOUT THE INTENDED PARENT: (Name: \_\_\_\_\_)**

List what you like to do in your spare time: \_\_\_\_\_

Describe your personality: \_\_\_\_\_

Please list your occupation - (*be descriptive*): \_\_\_\_\_

List your greatest achievement or accomplishment: \_\_\_\_\_

Describe how you think having a baby will change your life: \_\_\_\_\_

Do you plan to make any changes with your career after your baby is born? Yes / No

If so, please explain: \_\_\_\_\_

What qualities do you admire in your partner/ husband / wife: (*If applicable*)

**INTENDED PARENT - "FAVORITES"**

Food: \_\_\_\_\_

Vacation Spot: \_\_\_\_\_

Color: \_\_\_\_\_

Type of Music: \_\_\_\_\_

Movie: \_\_\_\_\_

Actor/Actress: \_\_\_\_\_

TV show: \_\_\_\_\_

Book/Author: \_\_\_\_\_

Sport: \_\_\_\_\_

Type of Car: \_\_\_\_\_

**ABOUT THE INTENDED PARENT: (Name: \_\_\_\_\_)**

List what you like to do in your spare time: \_\_\_\_\_

Describe your personality: \_\_\_\_\_

Please list your occupation - (*be descriptive*): \_\_\_\_\_

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Describe how you think having a baby will change your life: \_\_\_\_\_

Do you plan to make any changes with your career after your baby is born? Yes / No

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Movie: \_\_\_\_\_

Actor/Actress: \_\_\_\_\_

TV show: \_\_\_\_\_

Book/Author: \_\_\_\_\_

Sport: \_\_\_\_\_

Type of Car: \_\_\_\_\_

**(INTERNATIONAL) CLIENT QUESTIONS**

What country are you from? \_\_\_\_\_

What language (s) do you speak? \_\_\_\_\_ Can you speak English? Yes / No / Some

If, you can speak English, can you communicate by email in English? Yes / No

Would you need a translator when communicating with the clinic and psychologist? Yes / No

If you're in a relationship, how many years have you been together? \_\_\_\_\_

Would you prefer communication mostly by email, Skype or phone? Email / Skype / Phone

How often would you like our office to contact you? \_\_\_\_\_

**INTENDED PARENT HEALTH HISTORY: (Name: \_\_\_\_\_)**

Are you receiving treatment for any medical problems? Yes / No

If so, please explain: \_\_\_\_\_

Are you currently taking any prescription medication? Yes / No

If so, list the names and purpose: \_\_\_\_\_

Do you have any health conditions (diabetes, high blood pressure, HIV, Hepatitis etc...)? Yes / No

If so, please list: \_\_\_\_\_

**INTENDED PARENT HEALTH HISTORY: (Name: \_\_\_\_\_)**

Are you receiving treatment for any medical problems? Yes / No

If so, please explain: \_\_\_\_\_

Are you currently taking any prescription medication? Yes / No

If so, list the names and purpose: \_\_\_\_\_

Do you have any health conditions (diabetes, high blood pressure, HIV, Hepatitis etc...)? Yes / No

If so, please list: \_\_\_\_\_

## INTENDED PARENT - PERSONAL INFORMATION

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Birthplace: \_\_\_\_\_ Blood Type: \_\_\_\_\_  
U.S. Citizen: Yes / No If not, Passport/VISA # \_\_\_\_\_  
Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Hair Color: \_\_\_\_\_ Eye Color: \_\_\_\_\_  
Ethnic Background: \_\_\_\_\_ Religious Background: \_\_\_\_\_  
What is your occupation: \_\_\_\_\_

### Current Yearly Income: (Please check the one that applies to you personally)

\_\_\_\_\_ \$ 0 - \$ 25,000      \_\_\_\_\_ \$ 25,000 - \$ 50,000      \_\_\_\_\_ \$ 50,000 - \$ 75,000  
\_\_\_\_\_ \$ 75,000 - \$ 100,000      \_\_\_\_\_ \$ 100,000 - \$ 150,000      \_\_\_\_\_ \$ 150,000 - \$ 200,000+

**If you are not a U.S. Citizen, you are unable to purchase major medical health insurance here in the U.S. for your child/children. You have the option of paying cash for newborn care here in the U.S. after your surrogate gives birth or you may purchase an International Newborn Care Plan or International Newborn Care Discount Card through, New Life Agency, (a broker of Lloyd's of London). Please research this by visiting [www.newlifeagency.com](http://www.newlifeagency.com) and circle which option you choose for your arrangement. Please note, if matching with a Tri-Care Surrogate you MUST pay cash, as military hospitals DO NOT accept the New Life Agency Plans/Cards.**

**CASH PAYMENT FOR NEWBORN CARE / NEWBORN CARE PLAN / NEWBORN CARE CARD**  
*(Negotiate with the delivering hospital) (For a Singleton Newborn) (For Singleton-Triplet Newborns)*

## INTENDED PARENT - PERSONAL INFORMATION

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Birthplace: \_\_\_\_\_ Blood Type: \_\_\_\_\_  
U.S. Citizen: Yes / No If not, Passport/VISA # \_\_\_\_\_  
Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Hair Color: \_\_\_\_\_ Eye Color: \_\_\_\_\_  
Ethnic Background: \_\_\_\_\_ Religious Background: \_\_\_\_\_  
What is your occupation: \_\_\_\_\_

### Current Yearly Income: (Please check the one that applies to you personally)

\_\_\_\_\_ \$ 0 - \$ 25,000      \_\_\_\_\_ \$ 25,000 - \$ 50,000      \_\_\_\_\_ \$ 50,000 - \$ 75,000  
\_\_\_\_\_ \$ 75,000 - \$ 100,000      \_\_\_\_\_ \$ 100,000 - \$ 150,000      \_\_\_\_\_ \$ 150,000 - \$ 200,000+

(This page **will not** be part of your profile)



# Estimated Fees for a Surrogate Match

(THIS COST SHEET IS AN ESTIMATION ONLY; AMOUNTS ARE SUBJECT TO CHANGE)

## Surrogate Alternatives, Inc. (SAI)

Toll Free: 1-(855)-SAI-BABY or 1-(619)-397-0757

International: 00-1-(619)-397-0757

<b><u>Agency Fee for Surrogate or Egg Donor only:</u></b>	
Retainer Fee - Surrogate Mother Only	\$15,000.00
Retainer Fee - Egg Donor Only	\$6,000.00
Retainer Fee - Pregnancy Assurance Option (for a Surrogate Mother only)	\$22,000.00
<b><u>Agency Fee for Package Discount:</u></b>	
Retainer Fee - Surrogate & Egg Donor ( <b><u>Package Discounted Rate</u></b> )	\$20,000.00
<b><u>Screening Fees:</u></b> <i>(These fees are due after selection of a surrogate)</i>	
Medical Screening Fee- Surrogate <i>(Fees are paid directly to the clinic and vary per clinic)</i>	\$3,500.00
Criminal Background Fee- Surrogate <i>(Due within 7 days of matching with your surrogate)</i>	\$100.00
Psychological Screening Fee (Surrogate & Intended Parents) <i>Due within 7 days of matching with your surrogate</i>	\$1,000.00
<b><u>Legal &amp; Fund Management Account Fees:</u></b>	
Attorney Fee- Surrogate <i>(Due within 7 days of matching with your surrogate)</i>	\$750.00
Intended Parents Attorney Fee- Drafting Surrogate Contract <i>(Billed &amp; paid directly to your attorney)</i>	\$2,500.00
Fund Management Account Fee <i>(per check &amp; bank wire fees also apply)</i>	\$800.00
Intended Parent's & Surrogate's Attorney Fee for the Parental Establishment <i>(Billed &amp; paid directly to Intended parent's Attorney by the 20<sup>th</sup> week of pregnancy)</i>	\$4,300.00
<b><u>Surrogate Compensation/Reimbursement Fees:</u></b>	
Pregnancy Compensation for Singleton <i>(Paid over 10 monthly installments, once confirmed pregnant through ultrasound. A proven surrogate's fees are higher, please refer to their Compensation Approval List in their profile)</i>	\$26,000.00
Monthly Non-Accountable Allowance <i>(Paid at signing of legal contracts, \$300.00 per month, est. 12 months)</i>	\$3,600.00
Support Group Fee <i>(Paid each month the surrogate attends support group, est. 12 months)</i>	\$1,200.00
Maternity Clothing <i>(Paid at 15 weeks pregnant, \$200.00 additional for a multiple pregnancy)</i>	\$800.00
Health Insurance Premiums <i>(If applicable: Average is \$350.00-\$500.00 per month, est. 15 months)</i>	\$7,500.00
Life Insurance Premium <i>(Paid once contract is signed or after confirmation of pregnancy)</i>	\$400.00
IVF Clinic Visit Fee <b><u>Employed Surrogates ONLY</u></b> <i>for all appointments prior to confirmation of pregnancy)</i>	\$40.00
IVF/Embryo Transfer Fee <i>(For each embryo transfer procedure, includes housekeeping and childcare)</i>	\$1,000.00
Invasive Procedure Fee <i>(If the surrogate has to undergo: DNC, Amino, CVS, Abortion, Reduction, Hysterectomy, Etc....)</i>	\$500.00
Dropped Cycle Fee <i>(If applicable, and the cycle gets cancelled, this fee would be paid in lieu of the IVF fee listed)</i>	\$250.00
<b><u>Medical Fees:</u></b> <i>(Clinic cost vary per clinic and all fees you will pay directly to your clinic)</i>	
Infertility Clinic Fees <i>(fresh IVF cycle, estimated, varies per clinic)</i>	\$25,000.00
Pharmacy (Medication) Cost- IVF Cycle <i>(Per IVF cycle, estimated, varies per clinic, Surrogate Only)</i>	\$4,000.00
Pre-Implantation Genetic Diagnosis (PGD is Optional, estimated, varies per clinic)	\$5,000.00-\$7,000.00
<b><u>Misc. Fees:</u></b>	
Support Service Fee <i>(Payable at match confirmation. This fee pays for access to an after-hours on call staff member for our Intended Parents &amp; Surrogate, hosting the support group meetings, planning events including retreat, activities &amp; supporting the surrogate during the transfer, heartbeat ultrasound and after delivery)</i>	\$3,000.00
Payment Processing Fee <i>(This is a one-time fee with processing of unlimited payment requests for the duration of your arrangement as long as your fund management account remains open)</i>	\$1,000.00



## Additional Potential Fees

(THIS COST SHEET IS AN ESTIMATION ONLY; AMOUNTS ARE SUBJECT TO CHANGE)

### **Surrogate Alternatives, Inc.**

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<b><u>Other Variable/Possible Fees:</u></b>	
Cesarean Section Invasive Procedure Fee	\$3,000.00
Housekeeping/Childcare Bed Rest Allowance ( <i>Per week- a doctor note must be provided to agency</i> )	\$250.00/ week
Lost Wages ( <i>This amount is capped after delivery and cannot exceed 4 weeks for vaginal delivery/6 weeks for C-Section</i> )	\$400.00/week
Travel Expenses for Surrogate for IVF/Transfer Procedure ( <i>If surrogate lives out of the area, estimated</i> )	\$1,500.00
Retreat Fee ( <i>This fee is payable to Surrogate Alternatives if your surrogate signs up to attend</i> )	\$750.00
Medical Expenses For Delivery ( <i>Depending on the surrogate's insurance coverage</i> )	\$250.00-3,500.00
Pregnancy Compensation for Twins or Triplets ( <i>This fee is per additional baby, paid in 7 monthly installments beginning after the 16<sup>th</sup> week of pregnancy</i> )	\$7,000.00

### **DISCLAIMER:**

\*\*\*ALL COSTS FOR NEWBORN CARE ARE SEPARATE FROM THIS ESTIMATE AND ARE THE SOLE RESPONSIBILITY OF THE INTENDED PARENTS. SAI CANNOT ESTIMATE THE COST FOR NEWBORN CARE. U.S. CLIENTS ARE ADVISED TO CONTACT THE DELIVERING HOSPITAL AND SUPPLY THEIR OWN INSURANCE INFORMATION SO THAT THE BABY OR BABIES CAN BE COVERED UNDER THEIR INSURANCE ONCE THEY ARE BORN. INTERNATIONAL CLIENTS HAVE OPTIONS FOR NEWBORN COVERAGE, PLEASE SPEAK WITH YOUR CASE MANAGER FOR MORE INFORMATION.

## **AGENCY AGREEMENT FOR SURROGACY**

This agreement for services (hereinafter the “Agreement”) is by and between Surrogate Alternatives, Inc., a California Corporation and Surrogate and Egg Donation agency, (hereinafter “SAI”) on the one hand, and \_\_\_\_\_ (hereinafter the “Intended Parents”, “You” or “Your”).

### **I.**

#### **GENERAL DESCRIPTION OF SERVICES PROVIDED BY SAI**

A. SAI is a Surrogate and Egg Donation agency that, in the context of surrogacy matters, arranges matches between individuals seeking to have one or more children through the use of assisted reproductive technologies (“ART”), generally referred to as “Intended Parents,” with the assistance of a woman willing to become pregnant with one or more children of the Intended Parents through ART, referred to as the “Surrogate,” and upon birth, deliver legal and physical custody of the child or children to the Intended Parents as their child or children to the exclusion of all others, including the Surrogate, and if the Surrogate is married, her husband.

B. In addition, depending upon the particular needs of the Intended Parents, SAI can provide recommendations for licensed physicians specializing in reproductive and fertility medicine (hereinafter referred to as the “Fertility Specialist”), and attorneys that specialize in reproductive and family formation law, that have, historically, provided consistent quality service to clients of SAI.

C. After the Intended Parents identify a Surrogate in the program of SAI as a potential match for them, SAI will provide guidance and administrative assistance to the Intended Parents and the Surrogate, including, liaise with the Intended Parents’ selected Fertility Specialist as the parties undergo their respective medical and psychological screenings in accordance with the requirements of the Fertility Specialist and SAI and as further specified under section III (B) below. Contingent upon the Intended Parents’ payment for a psychological screening report, SAI shall provide same. If the Surrogate previously underwent a psychological screening within Six (6) months, the screening is still valid. However, all Surrogates that are not matched or pregnant, must be re-screened every Six (6) months. The Intended Parents may also (*for an additional fee*), pay for a copy of the report relating to the previous screening.

D. SAI will cause to be conducted, through a third party service provider, a criminal public records search on the Surrogate. The cost for this service is One Hundred Dollars (\$100.00). Contingent upon the Intended Parents’ payment for a criminal public records search report, SAI shall provide same. If the Surrogate previously underwent a criminal screening, the Intended Parents may also (*for an additional fee*), or alternatively, pay for a copy of the report relating to the previous screening. If the Intended Parents wish to conduct other background checks of their own, they may do so at their own expense after obtaining the written permission from the Surrogate (e.g., credit check, or background checks beyond mere public records will cost more).

E. Upon notification by the Fertility Specialist that the parties have been medically, and if applicable, psychologically cleared, SAI will work with Intended Parents, Surrogate and the parties' respective attorneys to ensure that the Surrogate has in place, or obtains, a policy of health insurance that, historically, has provided comprehensive maternity medical care and treatment to surrogates.

F. Once the parties have been medically, psychologically and criminally cleared and the Surrogate has a health insurance policy in place or has been instructed by SAI to have the surrogate apply for a health insurance plan, SAI will provide to the parties' attorneys a written summary of the package of compensation, reimbursements and benefits, and other special provisions, that will apply to the arrangement between the Intended Parents and the Surrogate. Typically, it is the attorney for the Intended Parents that drafts the surrogacy contract. SAI will also liaise with the parties' attorneys in an attempt to ensure that the surrogacy contract is finalized in time to meet the particular time parameters of the arrangement.

G. Once the match is confirmed, SAI will notify the attorney's office and the Intended Parents will establish a Client Trust Account where the timely payment of professional fees, compensation, reimbursement, and benefits of the Surrogate during the term of the surrogacy arrangement is issued. Once established, the Intended Parents shall make deposits into the account in accordance with the requirements of SAI as set forth in the surrogacy contract. The Intended Parents will enter into a separate contract for the establishment, maintenance, and administration of the Client Trust Account with their attorney's office.

H. Once the parties have been medically cleared, the surrogacy contract finalized, and the Client Trust Account opened and properly funded, then the parties may proceed with their efforts to achieve a pregnancy through the professional assistance of the Fertility Specialist. During this phase, SAI will provide guidance, coordination, and administrative assistance to the parties, as needed, with the understanding that it is the primary responsibility of the Surrogate and the Intended Parents to schedule and attend medical appointments with the Fertility Specialist, and to obtain and administer cycle medications in accordance with the instructions of the Fertility Specialist. If the Surrogate must undertake long distance travel in order to attend medical appointments, including the *in vitro* fertilization ("IVF") or artificial insemination procedure ("AI"), SAI will assist the Surrogate in making such travel plans that are consistent with the parameters set forth in the surrogacy contract; the reasonable and necessary costs for which will be paid by the Intended Parents.

I. During the term of a pregnancy of the Surrogate, SAI will provide guidance, coordination, and administrative assistance to the Surrogate and the Intended Parents as reasonably necessary. In this regard, SAI will encourage the Surrogate (if she lives in San Diego County) to regularly attend the monthly Surrogate support group meetings (which is the most effective means of monitoring the Surrogate by SAI). However, it is important to understand that attendance by Surrogates at any agency function, including the monthly support group meetings, is a privilege, not a right and SAI, at its discretion, may revoke this privilege at any time for any reason. In addition, SAI will make good faith efforts to promote a quality relationship between the Surrogate and the Intended Parents including regular, and open, communications between the parties so that, among other things,

the Intended Parents are provided with current and detailed information of the medical condition of the Surrogate and their developing child, or children, as the pregnancy proceeds. SAI will also notify the parties' respective attorneys of the fact and progress of the pregnancy so that the parental establishment proceedings are commenced and completed in a timely manner.

J. At the time of the birth of the Intended Parents' child, or children, SAI will provide guidance, coordination, and administrative assistance to the Surrogate and the Intended Parents, as needed, with the understanding that it is the primary responsibility of the Surrogate and Intended Parents to either pre-register with the birthing hospital (*recommended*), or properly register when the Surrogate is admitted, so that the hospital is provided with accurate information about the nature of the surrogacy relationship; is provided with the necessary information pertaining to the Surrogate's health insurance policy; is provided with the necessary information pertaining to the Intended Parents' health insurance policy (for coverage of Intended Parents' child, or children, upon birth), if the Intended Parents have such health insurance; or, in the alternative, so that the Intended Parents can make other financial arrangements with the birthing hospital for the timely payment of the medical fees, costs, and expenses for the neonatal care and treatment of their child, or children.

K. SAI will provide administrative assistance to the Surrogate and the Intended Parents with regards to such matters as the timely payment of the Surrogate's maternity medical fees, costs, and expenses not covered by her insurance policy (with funds provided by the Intended Parents) through the continued management and administration of the Escrow or Client Account after Agreement termination for a period of three (3) months if there is no pregnancy, six (6) months if a miscarriage occurs and one (1) year from the date of the birth of the Intended Parents' child, or children.

## II.

### **SELECTION AND MATCHING PROCESS**

A. SAI, through advertising and direct marketing efforts, actively attempts to recruit qualified women seeking to be surrogates so that SAI can offer its clients one or more candidates on an expedited basis. SAI has websites (<http://www.SurrogateAlternatives.com>) and (<http://www.AffordableSurrogacy.com>) that it makes reasonable efforts to maintain, manage and update so as to reasonably ensure that its Surrogate profile data base is current and accurate. However, to be absolutely certain about the availability of a particular Surrogate it is understood that information pertaining to, and/or individual circumstances of, featured Surrogate candidates can sometimes change faster than SAI can make provision for in its on-line data base. As such, there are no guarantees made as to the availability of any and all Surrogates and the website is accepted "as is". At the time the Intended Parents identify a Surrogate candidate with whom they have an interest, SAI will review the on-line profile for the selected Surrogate candidate, thereafter contact the Surrogate candidate to inquire as to her interest and availability, and work with the Surrogate to update her profile to the extent that any included matters have changed, if and as necessary.

B. As part of SAI's selection process for prospective Surrogate candidates, SAI has such candidates fill out and complete, under penalty of perjury, a written profile that it has developed (a medical history questionnaire and personality profile) that requires the Surrogate candidate to provide comprehensive information about her past medical history, current medical history, family medical histories, pregnancy histories, marital and family status, and other information of a personal nature that SAI has found important and useful to prospective Intended Parents in the Surrogate selection process. With respect to these profiles, SAI does not have the resources and ability to verify the information provided by the Surrogate candidate and, therefore, SAI cannot warrant or guarantee that such information is true, accurate, or complete.

C. As part of SAI's Surrogate candidate selection process, a representative of SAI does meet, either personally or telephonically, with the Surrogate to review and discuss the Surrogate candidate's profile as well as other issues and matters relevant and important to SAI's selection process.

D. As part of the Intended Parents' Surrogate candidate selection, SAI will work with the Intended Parents to develop particular preferences and a general profile of an ideal and/or range of acceptable Surrogate candidates for their consideration. SAI, thereafter, if requested by the Intended Parents, will identify and make recommendations of eligible Surrogate candidates to the Intended Parents that are consistent with the Intended Parents' written preferences. Intended Parents understand that the vast majority of surrogacy arrangements involve a "gestational surrogacy" as compared to a "traditional surrogacy." A "gestational surrogacy" is a surrogacy where the Surrogate is impregnated through an IVF/ Embryo Transfer procedure where one or more embryos belonging to the Intended Parents are surgically transferred into the uterus of the Surrogate to achieve a pregnancy. In such a surrogacy, the Surrogate is not genetically related to the Intended Parents' child. A "traditional surrogacy" typically involves the artificial insemination of the Surrogate with sperm belonging to the Intended Parents such that the resulting child is conceived with the use of the Surrogate's own Oocyte (ovum, egg) and is, therefore, genetically related to the child. Intended Parents understand that if they are seeking a traditional Surrogate, the search and match could take longer than a match with a gestational Surrogate. SAI cannot guarantee that they will be able to offer to the Intended Parents one or more Surrogate candidates that meet all of the written preferences of the Intended Parents. The Intended Parents have the absolute right to accept or reject a particular Surrogate candidate (note, rejecting a Surrogate after the Intended Parents have been "matched" with their selected Surrogate will have financial consequences discussed on page 14, paragraphs J and I).

E. As part of the selection process, SAI will provide You with an Estimated Cost Sheet which sets forth the *preliminary* estimated fees, costs and expenses projected for Your surrogacy arrangement with Your selected Surrogate, including, among other things, the Surrogate's package of compensation, reimbursement, and other benefits, and the fees and costs being charged to You by SAI. You will be asked to review this Estimated Fee Sheet prior to retaining SAI with the understanding that these fees are part of SAI's program and that any or all of said fees may be due in connection with the arrangement between You and SAI and/or in connection with Your arrangement with the Surrogate. You will also be supplied with a Surrogate Benefit Package ("SBP") after You are matched with a Surrogate and the Compensation Approval List ("CAL") (which is attached to the Surrogates profile) prior to selecting a Surrogate, which, together, are a detailed summary of the package of compensation, reimbursement, and benefits specific to Your Surrogate which was prepared after taking into consideration such

things as (1) the compensation requirements of the Surrogate; (2) whether or not long-distance/overnight travel will be required in connection with the Surrogate's appointments with the Fertility Specialist; (3) whether due to the Surrogate's unique family situation she has an enhanced need for childcare or housekeeping assistance during pregnancy/birth; (4) if the Surrogate is employed in a full-time capacity, or qualifying part-time capacity (i.e., she works more than Twenty (20) hours per week), SAI needs to obtain her current wage/earnings information; and (5) other matters that are unique to the Surrogate that could have an impact on her financial requirements for the surrogacy. The SBP and CAL will, ultimately, be provided to your attorney as a financial summary of the Surrogate's contract requirements that will be incorporated into your contract with Your Surrogate. Except as otherwise stated herein, the fees, costs, expenses, compensation, reimbursement, and benefits are firm and cannot be renegotiated with Your Surrogate, modified, or removed.

F. After the Intended Parents have identified a Surrogate (and after the Intended Parents have signed and delivered this Agreement and paid the Retainer Fee required herein), it is recommended, and SAI encourages, that the Intended Parents and the Surrogate meet, either personally or telephonically, as circumstances may permit. If the parties agree to meet personally, such a meeting shall be arranged by the parties themselves. If such a personal meeting cannot take place, then a telephonic meeting will be arranged between the parties. A representative of SAI may participate in the initial telephonic meeting between the Intended Parents and the Surrogate. Depending upon the native language of the Intended Parents, SAI may be able to provide translation services, for an additional fee. Among other things, the Intended Parents and Surrogate are encouraged to fully discuss the information contained in the Surrogate's profile as well as important issues such as the method, mode, and frequency of communication between the parties during the surrogacy arrangement; the number of children the Intended Parents are hoping to have; the number of fetuses the Surrogate is agreeable to carrying; selective reduction; abortion; the Surrogate expressing colostrum and milk after the birth of the child, or children (Note: if You would like the Surrogate to express breast milk for the benefit of Your child for any length of time following birth, then, in all likelihood, the Surrogate will request an additional fee for this service, which must be agreed to in advance, and for which is to be paid by the Intended Parents directly to the Surrogate. SAI cannot guarantee that the Surrogate will agree to or provide breast milk to the Intended Parents); and contact between the parties after the surrogacy arrangement has concluded.

G. Your selected Surrogate will be removed from the SAI website as being "available" or changed to matched once You and Your Surrogate have (1) expressed an interest in working with each other via an email to the Agency; (2) You have signed and delivered this Agreement to SAI; and, (3) You have fully paid the Retainer Fee due upon signing (set forth below).

### III.

#### **MEDICAL QUALIFICATION OF THE SURROGATE AND INTENDED PARENTS**

A. If the Intended Parents and Surrogate agree to work with each other, and then the parties will undergo medical screenings by the Intended Parents' selected Fertility Specialist. Such medical testing will be done in accordance with the current requirements of the Food and Drug Administration and protocol of the Fertility Specialist. Such testing will involve blood testing to determine if any of the parties (including, if applicable, the

Surrogate's husband or other person with whom she is sharing an intimate relationship) have any infectious diseases or other diseases or conditions that could either disqualify them for this process or that otherwise present any medical issues or concerns that need to be disclosed, discussed, and considered by the parties. The Surrogate will also undergo a thorough gynecological examination by the Fertility Specialist. The Intended Parents are encouraged to discuss such testing with their Fertility Specialist so that they fully understand exactly what testing will be recommended and done and what the fees, costs and expenses will be. The Intended Parents will be responsible to timely pay for all such medical testing even if the screening reveals that one or more of the parties has a medical issue that results in the match not going forward. Further, if the Surrogate (and, if applicable, her husband or other intimate partner) reside a long distance from the medical clinic of the Fertility Specialist, then the Surrogate (and, if applicable, her husband or other intimate partner) may be required to undertake long distance travel to facilitate such medical screening and it is hereby agreed to that the costs for which will be paid by Intended Parents.

B. Even if the selected Surrogate is an experienced Surrogate that has successfully completed a psychological screening in connection with a previous surrogacy arrangement through SAI, all Surrogates are required to undergo an updated psychological screening (*every 6 months*). The cost for which shall be paid by the Intended Parents and shall not exceed Five Hundred Dollars (\$500). The Intended Parents will be provided with the results of such psychological screening (only a summary of the screening) and a copy will be sent to the fertility clinic.

C. SAI does require that the Intended Parents, at a minimum, do a consult with a mental healthcare provider (e.g., a psychologist or other qualified mental healthcare provider) selected and arranged by SAI. Depending upon Your particular circumstances, this consult can be done either telephonically or in person. If the Surrogate will be undergoing a psychological screening as set forth in sub-paragraph B, above, then the Intended Parents will do their consult with the same mental healthcare provider that will be screening the Surrogate, the cost for which will be included in the fee charged by the mental healthcare provider for the screening of the Surrogate. If, on the other hand, the Surrogate will not be required to undergo a psychological screening as set forth in sub-paragraph B, above, then the Intended Parents will pay a discounted fee to the examining mental healthcare provider directly for their screening. This amount may, but does not typically exceed Five Hundred Dollars (\$500). The fee due and payable to the psychologist for screening the Surrogate may, but does not typically exceed One Thousand Dollars (\$1,000). In addition, be advised that Your Fertility Specialist may have separate requirements.

D. The Intended Parents, or either of them, may also be required to undergo medical screening by the Fertility Specialist if, in a gestational surrogacy, the embryos to be transferred into the uterus of the Surrogate are to be composed of the gametes of either or both of the Intended Parents, or, in a traditional surrogacy, the sperm of the Intended Father is to be used for artificial insemination of the Surrogate. In this regard, due to an increased incidence of Hepatitis B positive clients, it is advisable to get checked for this disease before selecting Your Surrogate. If You test positive for Hepatitis B, SAI will try to match You with a Surrogate that has been immunized, thus requiring no wait time or, alternatively, match You with a Surrogate that is willing to undergo the immunization series of inoculations (which process could take several months before the surrogacy can

proceed). If this disease is not detected until after the selection of a Surrogate has been made and the Surrogate is not willing to undergo the immunization series of inoculations, or otherwise changes her mind about working with You, then there could be up to a Six (6) month delay in proceeding with a first IVF/Embryo Transfer or Insemination Procedure.

E. Once the parties have successfully completed their respective medical and/or psychological screenings, and passed the same, then the relationship can move on to the next phase: legal contracts.

#### IV.

#### SURROGACY CONTRACTS

A. Before the Surrogate can undergo an IVF/Embryo Transfer or Insemination Procedure, the Intended Parents and Surrogate must enter into, sign and deliver, a comprehensive written surrogacy contract that includes the terms and conditions of their arrangement. Surrogacy contracts are a highly specialized agreement requiring knowledgeable attorneys to draft and review them. Accordingly, both You and Your Surrogate will require the assistance of an experienced attorney during the contract phase. Typically, it is the Intended Parents' attorney that drafts the surrogacy contract. If the Intended Parents have not selected an attorney on their own, SAI can make recommendations to You as a professional courtesy. You understand that the selection of an attorney that is knowledgeable and experienced in third party assisted matters is essential. You are entitled to select any attorney of Your choosing; however, if You select an attorney that has not previously worked with clients of SAI or has not drafted surrogacy contracts for clients of SAI, an additional fee of Five Hundred Dollars (\$500) shall apply to cover SAI's costs associated to the more thorough review and evaluation that will be necessary of the draft agreement Your attorney provides. **In addition, You hereby agree that You will not draft Your own contract with Your Surrogate under any circumstances.** No matter which attorney You select You will pay Your attorney directly for her/his services for the drafting, consultation, and finalization of Your surrogacy contract. Your relationship with Your attorney is separate and apart from Your relationship with SAI and, therefore, SAI cannot guarantee or warranty the work of Your attorney, even if he/she was recommended by SAI. **Due to the confidential nature of this Agreement and to SAI's unique business operations and procedures, You hereby agree that Your attorney shall not have any involvement with any other surrogacy and/or egg donation agency and that You understand it is Your responsibility to confirm same prior to engaging their services, if said services are with an attorney or law firm other than one recommended by SAI. Your failure to confirm same shall be a material breach of this Agreement. In the event of said material breach, SAI may, in its sole discretion, choose to immediately terminate this Agreement via written notice to You and, as liquidated damages, you shall forfeit your Retainer Fee.** While it is not required of Intended Parents, Intended Parents may wish to consider selecting an attorney that has worked with clients of SAI; has previously drafted surrogacy contracts for clients of SAI; and that knows the program of SAI.

B. Your Surrogate will also require the assistance of an attorney to represent her interests in connection with the review, consultation, and finalization of Your surrogacy contract. Your Surrogate will be matched with an attorney that is knowledgeable and experienced in surrogacy matters and familiar with the program of SAI. You will be responsible for payment of the Surrogate's attorneys' fees for this review. Payment of this fee may be

made by personal check (for clients living in the United States) or, for clients living outside of the United States, may be paid from the Client Trust Account.

C. Once the contract with Your Surrogate is finalized, signed and delivered by the Parties, then You and Your Surrogate may proceed with the IVF/Embryo Transfer or Insemination Procedure, as the case may be. Your attorney is expected to draft and send a letter to Your Fertility Specialist (termed a “clearance letter”) certifying that You and Your Surrogate have entered into a comprehensive written surrogacy contract. In most cases, Your Fertility Specialist will not permit You or Your Surrogate to initiate a cycle without such a “clearance letter.”

D. Intended Parents understand and agree that SAI has certain policies, protocol and procedures that it has found to be fair and reasonable to both Intended Parents and Surrogates that are consistent with the standards of the industry, that have worked over the years and that SAI has adopted as part of its surrogacy program. In addition, SAI has worked very closely with attorneys that appear on its “approved list” in formulating and composing surrogacy contracts that incorporate these policies and protocol. SAI reserves the right to approve or reject in whole, or in part, a proposed surrogacy contract that fails to incorporate these SAI approved policies, procedures, and protocol or is in contradiction to such approved policies, procedures, and protocol. In this regard, it is recommended but not required that the Intended Parents consider selecting their legal counsel from the attorneys named on SAI’s “approved list.” If the Intended Parents select an attorney from SAI’s “approved list” of attorneys, the Intended Parents may significantly increase their chance of formulating with their attorney a proposed surrogacy contract for review and consideration by the Surrogate that is acceptable to SAI as being consistent with its policies, procedures and protocol.

## V.

### HEALTH INSURANCE

A. Before proceeding to formalize Your relationship with Your Surrogate by entering into a surrogacy contract, the Surrogate should have in place a policy or plan of health insurance that the parties believe will provide comprehensive maternity coverage for the Surrogate. If the Surrogate does have a health insurance policy or plan in place at the time of Your selection of her, SAI will obtain from the Surrogate a copy of her plan exclusions, which will be attached to each Surrogate’s application, prior to Your selecting a Surrogate. If the Surrogate does not have a health insurance plan or policy in effect at the time You select her, then SAI will work closely with You and Your Surrogate to obtain such a policy or plan that historically has provided such coverage.

B. The matter of health insurance coverage for Surrogates is very complex and requires constant vigilance. SAI is dedicated to researching and learning about those insurance companies, policies and plans that do not exclude maternity care and treatment for Surrogates. It is an ever changing environment, however. The best that SAI can do is share with You historical and anecdotal accounts and information pertaining to insurance companies and policies that have provided coverage for Surrogates in the past. We are also able to request an insurance verification letter from a licensed insurance broker, who will review the existing health insurance policy

for your surrogate, to determine maternity care and treatment. This is an additional service that can be performed but is an added cost that You would be responsible for should you elect this option.

**Neither SAI, nor any of its employees, agents, or representatives are experts in insurance law and contracts, therefore, any opinions or recommendations SAI or any of its employees, agents, or representatives may make are based solely on its collective experience and other anecdotal data over the years. Such opinions shall not constitute affirmative representations, guaranties, or warranties that the Surrogate’s health insurance plan or policy will, in fact, provide comprehensive maternity care and treatment for Your Surrogate. Accordingly, You hereby assume the risk of such coverage and, to the fullest extent of the law, give up the right to sue or make claim against SAI, its employees, agents and representatives for any and all damages, monetary or otherwise, that may result to You if the Surrogate’s health insurance policy or plan does not provide coverage, in whole or in part, for maternity care and treatment as You, and the Surrogate, expected.**

X \_\_\_\_\_

Intended Parent’s Signature

X \_\_\_\_\_

Intended Parent’s Signature

C. Depending on which health insurance policy or plan the Surrogate has in place and will be used for the maternity care and treatment of the Surrogate, You may be obligated to pay for the premiums for the policy. Irrespective, in all cases, You will be responsible for the payment of the Surrogate’s related co-payments, deductibles, and uncovered medical expenses (only related to maternity medical care). Further, again depending upon which health insurance policy or plan the Surrogate has in place and will be used for the maternity care and treatment of the Surrogate, You may be obligated to reimburse the Surrogate’s health insurance carrier for some or all of the value of the Surrogate’s maternity care and treatment. These matters should be thoroughly evaluated and explored at the time by You, before You enter into Your contract with Your Surrogate. You should also discuss these issues with Your attorney who will make provision for the same in Your contract with the Surrogate. SAI cannot assist in any part of the insurance billing process, including but not limited to claims recovery, claims denial or hiring an insurance attorney to argue a claim.

D. It is absolutely critical for You to understand that the Surrogate’s health insurance policy or plan **WILL NOT** provide coverage for the neonatal care and treatment of Your child, or children, upon birth and thereafter. Accordingly, unless You intend to pay cash for such care, You must have in place Your own policy or plan of health insurance that will provide care for Your child or children upon birth. Check with Your insurance agent to determine if You have such coverage under Your policy. If You do not have such health insurance in place at the time of the birth of Your child or children, then You will be required to pay cash for such care which could under some circumstances be extremely expensive.

X \_\_\_\_\_

Intended Parent’s Signature

X \_\_\_\_\_

Intended Parent’s Signature

IP Initial

IP Initial

## VI.

**MANAGEMENT OF CLIENT FUNDS**

A. Under Your contract with Your Surrogate, You are making a substantial financial commitment with regards to the timely payment of the fees, costs, and expenses related to (1) the medical processes and procedures for one or more IVF/ Embryo Transfer or Insemination Procedures to achieve a viable pregnancy of Your Surrogate; (2) her maternity care and treatment during a pregnancy; (3) her post-partum care and treatment, including related medical complications she may suffer during the pregnancy or birth; (4) her health insurance premiums (if applicable), co-payments, deductibles, and other uncovered medical charges; (5) her compensation, reimbursement, and other benefits; (6) her attorneys' fees for legal representation during the contract phase and judgment phase (see below); and (7) other matters covered under Your contract with Your Surrogate. In order to provide Your Surrogate with the assurances and security she needs to go forward with Your arrangement, knowing that You have the financial ability to timely meet the financial obligations You are undertaking, SAI requires that You deposit into a Client Account held by your attorney, enough money to fully pay the foreseeable amounts that You have committed to. A Client Trust Account will be opened and maintained with your attorney, who is familiar with your particular legal agreement and is licensed in the State of California (hereinafter the "Client Account"). The amount and timing of Your deposits into this account will be determined by SAI based upon a financial review of Your contract with Your Surrogate. You will enter into a separate written agreement with your attorney (termed a "Agreement"), the terms of which shall be incorporated herein by reference, and which will likewise set forth when and the amount of deposits into, and the conditions and procedures for the making of disbursements out of, the Client Account.

B. During the term of Your arrangement with the Surrogate, You will be required to maintain a minimum balance in the Client Account as determined by SAI, depending on the following (1) the total dollar value of Your Surrogate's compensation package; (2) which health insurance policy or plan the Surrogate is covered under; and (3) whether or not You have Your own health insurance policy that will cover the medical expenses for the care and treatment of Your child or children upon birth and thereafter.

C. Any funds remaining in the Client Account after this Agreement is terminated for any reason, or after the birth of Your child or children, shall be returned to You upon the good faith determination of SAI that all fees, compensations, and benefits properly due and owing to the Surrogate, and all related medical fees, costs and expenses of the Surrogate, have been paid in full. In this regard, unfortunately, some medical service providers are notoriously slow in generating bills and, as a consequence, it shall be necessary to maintain the Client Account for a period of months after the termination of the surrogacy contract or birth of Your child in order to ensure that all such bills have been provided for. Accordingly, the Client Account will remain open and minimally funded after the termination of Your contract with Your Surrogate for a period of three (3) months if there is no pregnancy, six (6) months if a miscarriage occurs and one (1) year from the date of the birth of the Intended Parents' child, or children.

## VII.

**EXPECTED AGENCY FEES, COSTS AND EXPENSES**

A. **AGENCY FEE.** Under this Agreement, as of the Effective Date of this Agreement, the Intended Parents agree to pay SAI a fee in the amount of Fifteen Thousand Dollars (**\$15,000.00**) USD for the services set forth in this Agreement (hereinafter the “Retainer Fee”). This Retainer Fee is all due and payable when this Agreement is signed and delivered by the Intended Parents to SAI. The Retainer Fee is “earned” when paid and non-refundable in whole or in part for any reason. It is understood that SAI will not release any personal or confidential information (e.g., full name and contact information) of the Surrogate until this Agreement is signed and delivered by the parties and the Retainer Fee is paid in full. In the event the Intended Parents request to be matched with a new Surrogate without medical reason after they have selected a Surrogate through SAI and/or after they have attempted One (1) IVF/Embryo Transfer or Insemination Procedure, SAI agrees to discount the current Retainer Fee, which is listed on their web sites, by 20% to contract with SAI for a new Surrogate match.

B. **PREGNANCY ASSURANCE OPTION FEE.** The fee for this program is completely optional. It replaces the Agency Fee listed in paragraph (A) above. If the pregnancy assurance option is selected, an “Exhibit A” document will be provided as an attachment to this agreement for your review and signature. The fee for this program option is Twenty Two Thousand Dollars (**\$22,000.00**) USD for the services set forth in this agreement (hereinafter the “Retainer Fee”). This fee is due and payable when both, the Agency Agreement for Surrogacy and Exhibit A are signed and delivered by the Intended Parents to SAI. This Retainer Fee is considered “earned” when paid and is non-refundable in whole or in part for any reason. It is understood that SAI will not release any personal or confidential information (e.g., full name and contact information) of the Surrogate until this Agreement is signed and delivered by the parties and the Retainer Fee listed in this paragraph is paid in full. There will be no additional retainer fee required by the Intended Parents under this selected option, regardless of the number of attempts at pregnancy or number of surrogates they are matched with. This program is optimal if you want to pay a one-time retainer fee and have the flexibility of changing surrogates if there is no success after undergoing at least One (1) IVF or IUI attempt with them.

C. **RETREAT FEE.** Every year, at least once per year, depending upon the number of Surrogates under contract, in cycle or pregnant for clients of SAI, SAI holds an agency retreat. This retreat is to recognize and reward its Surrogates for their contribution and services to the clients of SAI. If Your Surrogate is physically and logistically able to attend, and there is space available for her at the time she submits the attendance request form, then the Surrogate may attend and You will be required to sponsor her at a cost of Seven Hundred Fifty Dollars (\$750.00). This fee will be deducted from Your Client Account up to 4 months prior to the event to reserve her spot.

D. **INTERNATIONAL EXPENSE FEE.** In addition to the Retainer Fee described above, if You live outside the United States, then You shall reimburse SAI (*without prior authorization*) for any reasonable and necessary fees, costs and expenses it pays or incurs in connection with its performance under this Agreement for

Your benefit or the benefit of Your Surrogate including, but not necessarily limited to, mileage over 25 miles round-trip, lost wages for more than 3 hours, translation costs from the date of Your initial contact with SAI to the day the Client Account is closed.

E. **SUPPORT SERVICES FEE.** SAI is one of the few agencies available to our Intended Parents *after office hours and on weekends*. A staff member (*on her own time*) is available to answer questions or provide support with a dedicated phone number Intended Parents and Surrogates are given once they are matched. (During regular business hours, Monday through Friday, 8:00 a.m. to 4:00 p.m., all such calls must be placed through our main office line at: (855)-SAI-BABY or 00-1-(619).397.0757). In addition, Your Support Services Fee (“SSF”) includes preparation and planning of the monthly surrogate support group meetings that Your Surrogate will be encouraged to attend (depending on several factors: where the Surrogate resides; whether she is an experienced or first-time surrogate; whether her personal and/or work schedules will facilitate her attending; and whether her medical and physical conditions enable her to attend). The fee for this service is Three Thousand Dollars (**\$3,000.00**) and is non-refundable, in whole or in part. This fee also pays for the planning, scheduling, and arranging of the annual retreat(s), Family Event and other fun events planned and hosted by our staff members. In addition, if Your Surrogate lives in or is attending a clinic in San Diego County, California, for IVF clinic visits, this fee includes the time involved and lost wages for a member of our staff to attend the IVF/Embryo Transfer, heartbeat ultrasound and the birth (*if requested by the surrogate in advance and sufficient notice is given*), for up to 3 hours, even if these appointments are outside of normal office hours or on the weekend. Our staff is on call for our Intended Parents and Surrogates so they never feel alone throughout the process. The Support Services Fee (“SSF”) is payable to SAI for this all inclusive service. This fee is non-refundable and is due within Seven (7) days of a confirmed match before the screening process begins. In the event You are re-matched with a new Surrogate after Your initial Surrogate has at least One (1) IVF/Embryo Transfer attempt, or you elect to change surrogates for any reason, without medical, psychological or criminal disqualification, this fee will again be due and payable again to SAI for any new match that occurs, including if you sign up for the Pregnancy Assurance Option (“PAO”).

F. **SURROGATE/EGG DONOR PACKAGE DISCOUNTED FEE.** Under this Agreement, as of the Effective Date of this Agreement, the Intended Parents agree to pay SAI a fee in the amount of Twenty Thousand Dollars (**\$20,000.00**) USD for an Egg Donor and Surrogate chosen simultaneously (hereinafter the “Retainer Fee”). This Retainer Fee is all due and payable when this Agreement is signed and delivered by the Intended Parents to SAI. The Retainer Fee is “earned” when paid and non-refundable in whole or in part for any reason. It is understood that SAI will not release any personal or confidential information (e.g., full name and contact information) of the Surrogate until the Agreement is signed and delivered by the parties and the Retainer Fee is paid in full. In the event the Intended Parents request to be matched with a new Surrogate or Egg Donor without medical reason after they have selected a Surrogate or Egg Donor through SAI and/or after they have attempted One (1) IVF/Embryo Transfer, Insemination or Egg Retrieval Procedure, SAI agrees to discount the current Retainer Fee, (which is listed on their web sites), by **20%** to contract with SAI for a new Surrogate or Egg Donor match.

G. **LATE FEES.** Once You are under contract with Your Surrogate, it is an absolute requirement that You make the scheduled deposits into the Client Account on a timely basis as these funds will be used to pay for the agreed upon compensation and benefits of Your Surrogate. Understand that, unlike Your Surrogate whom has many important contractual duties and obligations under the surrogacy contract, Your primary obligation will be to pay certain described fees, costs, and expenses including the stipulated compensations and benefits to Your Surrogate. Your contract with Your Surrogate will provide for the imposition of late fees if You fail to timely fund the Client Account which failure results in the non-payment or late payment of monies due and owing to the Surrogate pursuant to Your surrogacy contract. Unless You make separate arrangements with SAI to pay these late fees directly to Your Surrogate, any assessed late fees will be paid out of the Client Account. In this regard, You hereby authorize and direct SAI to pay any such late fees out of the Client Account as they accrue in accordance with the terms and conditions of Your surrogacy contract.

## VIII.

### **SERVICES EXCLUDED BY SAI**

A. **NO MEDICAL SERVICES OR ADVICE.** Neither SAI, nor any of its employees, agents, or representatives is licensed by the State of California in any professional medical capacity. As such, neither SAI, nor any of its employees, agents, or representatives can, or will act, or provide to You or Your Surrogate any medical advice or services relative to any aspect of Your arrangement with Your Surrogate and/or any of the medical and/or psychological processes or procedures contemplated herein including, without limitation, the initial medical or psychological screening of the parties, or any of them; the IVF/Embryo Transfer or Insemination processes and/or procedures; the pregnancy of the Surrogate; and the birth of Your child or children and its/their neonatal care and treatment following its/their birth(s). Further, You agree to hold SAI free and harmless from the consequences of any and all advice given, decisions rendered, and medical services performed by any physician and/or mental healthcare provider recommended by SAI.

B. **NO LEGAL SERVICES OR ADVICE.** Neither SAI, nor any of its employees, agents, or representatives is licensed by the State of California in any professional legal capacity. As such, neither SAI, nor any of its employees, agents, or representatives can, or will act, or provide to You or Your Surrogate any legal services or advice in connection with any aspect of Your arrangement and relationship with Your Surrogate including, without limitation, the drafting, negotiation, and finalization of Your surrogacy contract; the resolution of alleged issues of breach of contract between You and Your Surrogate; the initiation and prosecution of Your parental establishment proceedings; the resolution of alleged issues between the Surrogate and her health insurance company; the resolution of alleged issues between the Intended Parents and their health insurance company; immigration and naturalization issues; and/or the obtaining of passports and visas. Further, You agree to hold SAI free and harmless from the consequences of any and all advice given, decisions rendered, and/or legal services performed by any lawyer or law firm recommended by SAI.

C. **NO SERVICES NOT SPECIFICALLY PROVIDED FOR.** SAI is not responsible or obligated to provide any services to or for the benefit of the Intended Parents and/or the Surrogate not specifically provided for herein.

**IX.**

**DISCLAIMERS**

A. SAI cannot guarantee that the information provided by the Surrogate that makes up her profile is true, accurate, and complete.

B. SAI cannot guarantee that the Surrogate will comply with or honor the terms and conditions of the Surrogacy contract entered into with the Intended Parents.

C. SAI cannot guarantee that Your surrogacy contract, or any portion thereof, will be enforced in any court of any administrative or governmental agency or be deemed legitimate or valid by any religious philosophy or group.

D. SAI cannot guarantee that the Surrogate's health insurance will provide comprehensive maternity coverage for the Surrogate as contemplated herein. SAI will provide You with a copy of the Surrogate's most recent insurance exclusions and limitations provided to SAI as part of her profile before selection by the Intended Parents. You should carefully and thoroughly review these exclusions and limitations and consult with an insurance expert such as an insurance broker or agent. SAI also recommends that You discuss the issue of the adequacy of the Surrogate's health insurance with Your attorney. Although SAI helped provide insurance information regarding available options, by signing this agreement, the Intended Parents hereby hold SAI free and harmless from any and all fees, costs, and expenses in the event the insurer fails to pay any or all of the Surrogate's medical expenses for her maternity care and treatment, including the birth and delivery, as expected by the Intended Parents. Further, some insurance carriers take the position that it is entitled to reimbursement for all or a portion of the medical fees, costs and expenses it paid for the maternity care and treatment of the Surrogate on a lien, or contribution, or other legal theory and, therefore, You may be required to pay to said insurance carrier some amount of money on account of such claim. Should the Surrogate's insurance terminate or change once the Intended Parents are matched, SAI is not responsible for any lack of coverage but agrees to notify the Intended Parents of this change (*provided, the Surrogate notifies SAI of the same*) in a reasonably timely manner. If the Surrogate does have a health insurance policy that has such a "lien" or other reimbursement provisions, then the Intended Parents may be required to make an additional deposit into the Client Account in an amount determined to be fair and reasonable by SAI to facilitate timely and full payment of the amount of the lien/claim out of the Client Account.

E. SAI cannot guarantee that Your Surrogate will in fact; conceive a child as a result of an IVF/Embryo Transfer or Insemination Procedure.

F. SAI cannot guarantee that Your child, if conceived, will be free of any genetic, physiological or neurological conditions, defects, and abnormalities.

G. SAI cannot guarantee that the Surrogate and significant other (*if any*) will fully cooperate in connection with the initiation and completion of the parental establishment proceedings and terminate their parental rights, if any, or relinquish custody of the child or children to You upon birth.

H. If You are an International Client; SAI cannot guarantee that You will be able to obtain a passport issued through Your home country or a passport issued by the United States. Further, SAI cannot guarantee that You will be able to secure the official documentation You will need to transport Your child to Your home country. In this regard, it is highly recommended that You consult with an attorney from Your home country on such issues and make plans well in advance of the expected date of the birth of Your child or children.

I. Intended Parents hereby hold SAI, its agents, employees, and representatives free and harmless from any and all alleged or actual damages resulting from an alleged failure to disclose risks associated with Surrogacy, including but not limited to, any medical, legal, and/or financial risks.

X.

**INTENDED PARENTS ADDITIONAL OBLIGATIONS**

Intended Parents agree to the following:

A. To pay the Surrogate's fees, costs, expenses, and compensation and benefits as set forth in Your surrogacy contract. All payments made to the Surrogate are subject to the terms of Your legal contract. The Intended Parents will receive a copy of the statement of fees each Surrogate is asking when they review the surrogate profiles. This document is attached to each profile before selection by the Intended Parents. All fees listed on our Estimated Cost Sheet are estimated only and may not all apply. The Estimated Cost Sheet is presented to the Intended Parents on multiple occasions for their review and consideration. By signing this document the Intended Parents understand these fees are part of SAI's program and may be due in connection with the arrangement between the Intended Parents and SAI as well as the Intended Parents and their Surrogate. In this regard, SAI does not permit the Intended Parents to attempt to negotiate down, or ask the Surrogate to reduce, any of the compensation and benefits provided for in her SBP. Likewise, except where there has been an unanticipated significant change of circumstances of the Surrogate, or where the Surrogate has some unique circumstance peculiar to her that was not adequately addressed in the SBP and/or CAL, the Surrogate will not be permitted to request new and additional compensation or an increase in compensation set forth in the SBP and/or CAL.

B. To submit to psychological screening and, if required by the Fertility Specialist, a medical examination as a condition of the Surrogate undergoing one or more IVF/Embryo Transfer or Insemination Procedures as contemplated herein. The scope of the medical examination will be determined by the Fertility Specialist and the Intended Parents agree to undergo any required or recommended medical treatment deemed reasonable or necessary by the Fertility Specialist including compliance with the current requirements of the Food and Drug Administration ("FDA"). The Intended Parents will not be required to submit to any examination which constitutes an unreasonable risk to their health. The minimum medical requirements will include a physical exam, including but not limited to, blood testing for HIV and other infectious diseases (including sexually transmittable diseases) and a telephone consultation with the psychologist.

C. To maintain regular contact with Your Surrogate no less than twice a month through telephone calls, email, text messaging, "tweets" (through "Twitter"), and video chats (e.g., "Skype") during the course of Your arrangement and up to Two (2) months following delivery of the child. It is also the Intended Parents responsibility to show respect and appreciation for Your Surrogate and to foster and facilitate a mutually

satisfying relationship between You and Your Surrogate throughout the duration of Your arrangement. SAI will disclose the contact information to each Party once a match has been confirmed. It is not the responsibility of SAI to update the Intended Parents about doctor appointments or the progress of Your Surrogate's pregnancy.

D. To engage the services of an attorney that specializes in surrogacy law to draft the legal agreement between the Intended Parents and the Surrogate. Intended Parents are not permitted to write their own contract or represent themselves during the legal process in any way.

E. To fund the Client Account in accordance with the requirements of Your Surrogacy contract and the requirements of SAI so that monies are available to timely pay Your Surrogate's defined compensations and benefits. For International Clients, funds will be held by your attorney's office in a Client Trust Account and must be deposited in full, as deemed fair by SAI to pay all foreseeable costs. Said deposit should be made within five (5) calendar days after execution of the legal contract by all Parties and prior to the start of fertility medication by the Surrogate. Subject to the terms of the legal contract between the Surrogate and the Intended Parents, the funds held in the Client Account shall be used to pay for the following:

- Laboratory fees, blood tests and other medical processes and procedures which Your Fertility Specialist, the Surrogate's obstetrician, the Surrogate's perinatologist (*if applicable*), or other then treating physicians determine to be necessary to achieve the results contemplated herein. Prior to the Surrogate being released from the Fertility Specialist, payment for all medical services must be paid for by the Intended Parents directly to the treatment facility (or other relevant healthcare provider);
- Any and all premiums for insurance, (*where applicable*), including, without limitation, medical & life insurance coverage if provided for in the legal contract between the Intended Parents and Surrogate;
- Surrogates compensation, reimbursement and expenses, together with any other amounts to be paid pursuant to the legal contract between the Intended Parents and Surrogate;
- Separate legal counsel for the Surrogate to review the legal contract between the Intended Parents and Surrogate and, once pregnant, separate legal counsel to provide legal representation to the Surrogate in connection with the parental establishment proceedings;
- Any other amounts reasonably necessary to carry out the terms or intent of the legal contract between the Intended Parents and Surrogate, including but not limited to, a private investigator and psychologist.

F. To notify SAI immediately of any material changes in Your physical and/or mental health condition that could impact, in any way, Your arrangement with the Surrogate.

## XI.

**GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT**

A. **AMENDMENTS AND MODIFICATIONS:** SAI reserves the right to accept or reject the Intended Parents into its program as it, in its sole discretion, deems appropriate. This Agreement shall only be amended by written agreement that is signed by all Parties.

B. **WAIVER:** The failure of any party hereto to enforce any of the provisions of this Agreement, or to require performance by the other party of any of the provisions herein, shall not be construed to be a waiver of said provisions, shall not affect either the validity of this Agreement or any part hereof, and shall not affect the rights of any party thereafter to enforce each and every such provision in accordance with the terms of this Agreement.

C. **SEVERABILITY:** In the event that any covenant, condition or any other provision contained in this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, said covenant, condition or provision shall be deemed severable for the purpose of this Agreement and shall in no way effect, impair or invalidate any other covenant, condition or other provision contained in this Agreement.

D. **NON-ASSIGNABILITY:** This Agreement is considered to be a contract for services in connection with a Surrogacy arrangement and none of the terms, conditions and/or obligations set forth herein may be assigned to another party, by either party, at any time, without the written consent of the other party. This Agreement shall be binding on the parties hereto, their heirs, representatives, successors, executors, administrators and assigns (if said assignment is approved by the other party).

E. **CONFIDENTIALITY:** This Agreement and its terms and conditions shall be held confidential by the parties and not communicated to any third party, except to the extent necessary to carry out the terms of this Agreement, or to the degree authorized by the other party.

In order to maintain the confidentiality contemplated herein, in the event mediation, arbitration or litigation arises out of this Agreement or the surrogacy process, the parties, their legal counsel, their heirs and representatives agree to make all efforts to maintain such confidentiality as is intended by this Agreement as to the general public, including, but not limited to, using pseudonymous pleading, requesting that all court records be sealed, requesting the court to invoke gag orders, and requesting that the court maintain the confidentiality of the identity of Intended Parents and Surrogate throughout its procedures and in conducting all hearings. The parties agree that except as otherwise provided herein, they will not provide, nor allow to be provided, any information to the public, news media, or any other individual regarding this Agreement or Intended Parents' involvement in surrogacy. Intended Parents agree not to disclose the identity of any other party involved in the surrogacy process without express permission and consent of those parties. This paragraph is not intended to limit Intended Parents'

ability to discuss their own involvement in the surrogacy process; it is intended solely to protect the identities of those involved.

F. **APPLICABLE LAW:** All questions concerning the validity, operation, interpretation and construction of this Agreement shall be governed by the laws of the State of California. Venue shall be in the County of San Diego, State of California.

G. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the Intended Parents and SAI with regards to the subject matter hereof. All agreements, covenants, representation and warranties, expressed or implied, oral and written between the Intended Parents and SAI are contained herein. All prior and contemporaneous conversations, negotiations, covenants and warranties with regard to the subject matter hereof, oral or written are waived, merged herein and superseded hereby.

H. **BINDING ARBITRATION:** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first attempt to settle the dispute through mediation, the costs for which shall be shared equally. In the event the parties fail to resolve their dispute through mediation, and one or the other party deems it appropriate to “litigate” the matter, then the parties hereby agree that such “litigation” shall be through arbitration rather than a civil suit and the parties further agree that such arbitration shall be “binding” meaning that the decision of the arbitrator shall be final and may not be “re-litigated” in a civil suit or other arbitration proceeding. In this regard, the parties stipulate and agree that this Agreement is made in San Diego County, California. The arbitration may be initiated, administered and ultimately heard by an arbitrator through the Better Business Bureau, the American Arbitration Association, or JAMS in San Diego County, California, as the parties shall then agree, or in the absence of an agreement, as the initiating party shall elect. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be empowered to award the prevailing party attorneys’ fees up to the maximum amount of Two Thousand Dollars (\$2,000.00) plus costs (e.g., the fees for the arbitration, expert witness fees, and other costs provided by law). If the claim of a party involves a request for the issuance of an injunction or other equitable relief, or the claim of the claim is within jurisdictional limits of the Small Claims Court, then this mandatory arbitration provision shall not apply.

I. **TERMINATION:** If the Surrogate undergoes One (1) Retrieval (*if applicable*), IVF/Embryo Transfer or Insemination Procedure and the contract is subsequently cancelled by either Party; SAI has no further obligation under this Agreement. If the Surrogate, however, does not undergo at least One (1) Retrieval (*if applicable*), IVF/Embryo Transfer or Insemination Procedure and cancels the contract or backs out any time before the legal contract between the Surrogate and Intended Parents is signed, SAI agrees to re-match the Intended Parents with a new Surrogate for no additional Retainer or Support Services Fee. In the event the Intended Parents wish to change Surrogates or choose to cancel the arrangement they have with their current Surrogate prior to the initial Retrieval (*if applicable*), IVF/Embryo Transfer or Insemination Procedure, they agree to forfeiture of their Retainer and Support Services Fee.

J. **WITHDRAWAL BY INTENDED PARENTS:** The Intended Parents may withdraw from this Agreement at any time with written notice. Such withdrawal however, does not relieve the Intended Parents from their obligation to pay for any bills which are already due and payable at the time of withdrawal and does not terminate any obligation that they may have to SAI or any party contracted pursuant to this Agreement.

K. **DISCLOSURE:** The Intended Parents agree to fully disclose to SAI, their Surrogate and professionals involved in their arrangement, all information that may affect their health, lifestyle, background or ability to pay for all anticipated fees, costs and expenses under their surrogacy contract. Moreover and significantly, each of the Intended Parents hereby represents and warrants that neither has ever been convicted of a felony or misdemeanor crime, that there are no outstanding warrants for their arrest in connection to any alleged crime(s), and that neither is a registered sex offender nor has been convicted of child abuse. Should the Intended Parents fail to disclose such important information as stated herein or if important information is withheld from SAI and then later suspected or discovered, SAI is hereby granted the right to conduct a criminal background check on either or both of the Intended Parents at the cost of the Intended Parents and/or to terminate this Agreement, effective immediately, in which case the Retainer Fee and Support Services Fee paid by the Intended Parents to SAI is considered fully earned and the Intended Parents shall not be entitled to a refund of the Retainer Fee or any other fee, cost or expense they paid in connection with their proposed surrogacy arrangement. A background check is not usually conducted on the Intended Parents, so full disclosure is required when retaining SAI.

L. **SIBLING PROJECT:** If the Intended Parents wish to work with the same Surrogate to try and achieve another pregnancy to have a sibling, they shall notify SAI immediately. No medical screening or legal agreement is to be signed between the Intended Parents and the Surrogate without the Intended Parents first retaining SAI. SAI agrees to offer a courtesy discount to all returning clients.

M. **EFFECTIVE DATE:** This Agreement will take effect only after (1) the Intended Parents have submitted the Intended Parent Questionnaire; (2) both parties have signed this Agency Agreement and; (3) the Intended Parents have paid the Retainer Fee as required in Paragraph VII of this document. The effective date of the Agreement shall be the date SAI executes same herein below ("Effective Date"). The Retainer Fee must be received within Seven (7) days from the date this Agreement is delivered to SAI. Documents sent by facsimile shall be legal and binding. The services paid for hereunder are good for Two (2) years from the date of execution of this Agreement. If the Intended Parents are matched with a Surrogate and are cycling, there is no expiration date. However, if the Intended Parents are doing embryo batching cycles; do not complete Three (3) IVF/Embryo Transfer cycles within a year of the effective date listed on this Agreement or; have asked to be on placed on hold and are not matched within the first Six (6) months of this Agreement', this Agreement will automatically expire and SAI will no longer be obligated to perform hereunder.

N. **COUNTER PARTS:** This Agreement may be executed in one or more counter parts, whether via facsimile or otherwise, and when said counter parts are taken together, same shall constitute one original Agreement.

**Although, Surrogate Alternatives does not discriminate, due to the nature of our business, it is necessary, to confirm the sexual preference of all clients. Please check where appropriate below:**

Heterosexual (**Straight**): \_\_\_\_\_

Homosexual (**Gay/Lesbian**): \_\_\_\_\_

By signing this Agreement, the Intended Parents warrant they have read and understand the terms and conditions included herein and agree to abide by all terms and conditions. Each signatory to this Agreement accepts full liability, both jointly and severally, for all obligations and duties of performance under this Agreement.

DATE: \_\_\_\_\_

\_\_\_\_\_  
INTENDED PARENT (**Signature**)

\_\_\_\_\_  
INTENDED PARENT (Printed Name)

DATE: \_\_\_\_\_

\_\_\_\_\_  
INTENDED PARENT (**Signature**)

\_\_\_\_\_  
INTENDED PARENT (Printed Name)

**SURROGATE ALTERNATIVES, INC.**

DATE: \_\_\_\_\_

By:

\_\_\_\_\_  
AGENCY REPRESENTATIVE (**Signature**)

\_\_\_\_\_  
AGENCY REPRESENTATIVE (Printed Name)



Toll Free (local): 1-(855)-SAI-BABY or International: 00-1-(619)-397-0757  
[www.SurrogateAlternatives.com](http://www.SurrogateAlternatives.com) or [www.AffordableSurrogacy.com](http://www.AffordableSurrogacy.com)

## Request and Authorization to Disclose Medical Records and Protected Health Information

Name of Patient: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security No: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street Address, including apartment or unit number, (City, State, and zip code- No PO BOX)

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

I, the undersigned patient hereby authorize \_\_\_\_\_  
(Name of current or previous physician, medical group, clinic, or hospital)  
to use or disclose my protected health information as indicated below:

### **Surrogate Alternatives, Inc. (SAI)**

Attn: Case Manager

Toll Free/Local: 1-(855)-SAI-BABY / International: 00-1-(619)-397-0757

### Information to be released:

History and physical exam	Ovum Donor Stimulation and Retrieval
All OB/Gyn Records	Embryo Quality Report
Lab/Ultrasound Reports	HIV/ AIDS- related information and testing
Consultation Reports	Partner's Information( if any) signature at bottom

1. I understand that this authorization will expire two years from my last date of service visit. A photocopy of this form will be considered as valid as the original.
2. I understand that I may revoke this authorization at any time by notification in writing and this authorization will cease to be effective on the date notified except to the extent that action has already been taken in reliance upon it.
3. I understand that information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and no longer be protected by Federal privacy regulations. However, other state of Federal law may prohibit the recipient from disclosing specially protected information, such as HIV/AIDS-related information and psychiatric/mental health information.
4. I understand that I have the right to request a copy of this form after I sign it.

### **Please process this request within 15 days, as provided by law.**

By signing below, I acknowledge that I have read and understand this authorization.

\_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
Date:

I, (please print) \_\_\_\_\_, hereby authorize you to release any of my medical information, including the results of any laboratory test for infectious disease, which may include HIV- related information, if applicable.

## Request and Authorization to Disclose Medical Records and Protected Health Information

Name of Patient: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security No: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street Address, including apartment or unit number, (City, State, and zip code- No PO BOX)

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

I, the undersigned patient hereby authorize \_\_\_\_\_  
(Name of current or previous physician, medical group, clinic, or hospital)  
to use or disclose my protected health information as indicated below:

### **Surrogate Alternatives, Inc. (SAI)**

Attn: Case Manager

Toll Free/Local: 1-(855)-SAI-BABY / International: 00-1-(619)-397-0757

### Information to be released:

History and physical exam	Ovum Donor Stimulation and Retrieval
All OB/Gyn Records	Embryo Quality Report
Lab/Ultrasound Reports	HIV/ AIDS- related information and testing
Consultation Reports	Partner's Information( if any) signature at bottom

1. I understand that this authorization will expire two years from my last date of service visit. A photocopy of this form will be considered as valid as the original.
2. I understand that I may revoke this authorization at any time by notification in writing and this authorization will cease to be effective on the date notified except to the extent that action has already been taken in reliance upon it.
3. I understand that information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and no longer be protected by Federal privacy regulations. However, other state of Federal law may prohibit the recipient from disclosing specially protected information, such as HIV/AIDS-related information and psychiatric/mental health information.
4. I understand that I have the right to request a copy of this form after I sign it.

### **Please process this request within 15 days, as provided by law.**

By signing below, I acknowledge that I have read and understand this authorization.

\_\_\_\_\_  
Patient's Signature

Date: \_\_\_\_\_

I, (please print) \_\_\_\_\_, hereby authorize you to release any of my medical information, including the results of any laboratory test for infectious disease, which may include HIV- related information, if applicable.

**EGG  
DONOR  
AGENCY  
FORMS**



Toll Free/Local: 1-(855)-SAI-BABY / 1-(855)-724-2229  
International: 00-1-(619)-397-0757

**INTENDED PARENT QUESTIONNAIRE (EGG DONATION)**

Intended Parents *First Name Only*: \_\_\_\_\_ Age: \_\_\_\_\_

Intended Parents *First Name Only*: \_\_\_\_\_ Age: \_\_\_\_\_

Country of Residence: \_\_\_\_\_ State of Residence: \_\_\_\_\_

**Marital Status:**

Married \_\_\_\_ (# of years ?) \_\_\_\_\_ Widowed \_\_\_\_ Gay Couple \_\_\_\_ Gay Single \_\_\_\_

Committed Relationship \_\_\_\_ (# of years?) \_\_\_\_\_ Divorced \_\_\_\_ Never been Married \_\_\_\_

**INTENDED PARENT - BACKGROUND INFORMATION**

Intended Parents Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Ethnic Background: \_\_\_\_\_ Race: \_\_\_\_\_ Religion: \_\_\_\_\_

Language you speak: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

**Natural Hair Color:**

Black \_\_\_\_ Brown \_\_\_\_ Blond \_\_\_\_ Red \_\_\_\_ Gray \_\_\_\_  
No Hair \_\_\_\_ Auburn \_\_\_\_ Straw/ Blond \_\_\_\_ Light Brown \_\_\_\_ Other \_\_\_\_

**Eye Color:**

Blue \_\_\_\_ Brown \_\_\_\_ Green \_\_\_\_ Hazel \_\_\_\_ Other \_\_\_\_

**Complexion:**

Very Light \_\_\_\_ Light \_\_\_\_ Medium \_\_\_\_ Dark \_\_\_\_

**Level of Education:**

Completed High School \_\_\_\_ Some College \_\_\_\_ Associate Degree \_\_\_\_ (in what?) \_\_\_\_\_

Bachelor Degree \_\_\_\_ (in what?) \_\_\_\_\_ Ph.D. \_\_\_\_ (in what?) \_\_\_\_\_

## INTENDED PARENT - BACKGROUND INFORMATION

Intended Parents Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Ethnic Background: \_\_\_\_\_ Race: \_\_\_\_\_ Religion: \_\_\_\_\_

Language you speak: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

### Natural Hair Color:

Black \_\_\_\_\_ Brown \_\_\_\_\_ Blond \_\_\_\_\_ Red \_\_\_\_\_ Gray \_\_\_\_\_  
No Hair \_\_\_\_\_ Auburn \_\_\_\_\_ Straw/ Blond \_\_\_\_\_ Light Brown \_\_\_\_\_ Other \_\_\_\_\_

### Eye Color:

Blue \_\_\_\_\_ Brown \_\_\_\_\_ Green \_\_\_\_\_ Hazel \_\_\_\_\_ Other \_\_\_\_\_

### Complexion:

Very Light \_\_\_\_\_ Light \_\_\_\_\_ Medium \_\_\_\_\_ Dark \_\_\_\_\_

### Level of Education:

Completed High School \_\_\_\_\_ Some College \_\_\_\_\_ Associate Degree \_\_\_\_\_ (in what?) \_\_\_\_\_  
Bachelor Degree \_\_\_\_\_ (in what?) \_\_\_\_\_ Ph.D. \_\_\_\_\_ (in what?) \_\_\_\_\_

## GENERAL QUESTIONS

What is causing your infertility? \_\_\_\_\_

Have you seen an infertility specialist? \_\_\_\_\_

What procedures have you tried, if any? \_\_\_\_\_

Why did you decide that using an Egg Donor was the right decision for you? \_\_\_\_\_

What kind of arrangement do you want with your egg donor: Open / Semi-Open / Closed

If you choose to have a closed arrangement with your egg donor, would you allow us to notify her if a birth occurred from her donation? \_\_\_\_\_ If not, please explain your decision: \_\_\_\_\_

# EGG DONOR PREFERENCES

**Please list the characteristics and ideals that you are looking for in an egg donor.**

Hair Color: \_\_\_\_\_

Height: \_\_\_\_\_

Eye Color: \_\_\_\_\_

Complexion: \_\_\_\_\_

Race: \_\_\_\_\_

Physical Build: \_\_\_\_\_

Religion: \_\_\_\_\_

Special Talent: \_\_\_\_\_

Ethnic Background: \_\_\_\_\_

Education: \_\_\_\_\_

Twins run in her family:    Yes    /    No    /    Doesn't Matter

Please explain, what your IDEAL egg donor would be like: \_\_\_\_\_

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Are you interested in a "Proven" egg donor?    Yes    /    No

What clinic are you currently working with? \_\_\_\_\_

What City and State is your clinic located in: \_\_\_\_\_

Would you consider an egg donor not living in California (*travel expenses would be additional*)?    Yes    /    No

Do you have any genetic disorders in your family that you need to make us aware of?    Yes    /    No

If so, please describe: \_\_\_\_\_

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**INTENDED PARENT (Name: \_\_\_\_\_)**  
**SELF DESCRIPTION**

Describe your best qualities: \_\_\_\_\_

\_\_\_\_\_

Describe your personality: \_\_\_\_\_

Describe any talents or special abilities you have: \_\_\_\_\_

Describe what your looking for in an Egg Donor: \_\_\_\_\_

\_\_\_\_\_

Do you plan to tell your child one day about the egg donors involvement? Yes / No / Unsure

If so, how would you explain to them how they were conceived? \_\_\_\_\_

\_\_\_\_\_

Is there anything else you would like your Egg Donor to know about yourself: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do you plan on working after your child is born? Yes / No / Unsure

Would you like to meet your egg donor? Yes / No / Unsure

Would you like us to ask your egg donor for permission, to notify you if she has any life changes, such as: moving out of state, changing her contact information, donating for other people? Yes / No

If so, what would you like us to notify you of: \_\_\_\_\_

**INTENDED PARENT (Name: \_\_\_\_\_)**  
**SELF DESCRIPTION**

Describe your best qualities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe your personality: \_\_\_\_\_

\_\_\_\_\_

Describe any talents or special abilities you have: \_\_\_\_\_

\_\_\_\_\_

Describe what your looking for in an Egg Donor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do you plan to tell your child one day about the egg donors involvement? Yes / No / Unsure

If so, how would you explain to them how they were conceived? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is there anything else you would like your Egg Donor to know about yourself: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do you plan on working after your child is born? Yes / No / Unsure

Would you like to meet your egg donor? Yes / No / Unsure

Would you like us to ask your egg donor for permission to notify you if she has any life changes, such as:  
moving out of state, changing her contact information, donating for other people? Yes / No

If so, what would you like us to notify you of: \_\_\_\_\_





# ESTIMATED FEES FOR AN EGG DONOR

(THIS COST SHEET IS AN ESTIMATION ONLY; AMOUNTS ARE SUBJECT TO CHANGE)

## **Surrogate Alternatives, Inc. (SAI)**

Toll Free: 1-(855)-SAI-BABY or 1-(619)-397-0757

International: 00-1-(619)-397-0757

<b>Agency Fees:</b>	
Retainer Fee - Egg Donor Only	\$6,000.00
Retainer Fee - Surrogate Only	\$15,000.00
Retainer Fee - Pregnancy Assurance Option (for a Surrogate Only)	\$22,000.00
<b>Agency Fee For Package Discount:</b>	
Retainer Fee - Egg Donor/Surrogate ( <i>Discounted Package Rate</i> )	\$20,000.00
<b>Screening Cost : ( These fees are due after selection of your Egg Donor)</b>	
Medical Screening Fee-(Egg Donor) Paid directly to the clinic/estimate	\$3,500.00
Criminal Background Fee-(Egg Donor)	\$100.00
Psychological Screening Fee- (Egg Donor & Intended Parents)	\$850.00
<b>Legal &amp; Client Account Management Fees:</b>	
Attorney Fee- (Egg Donor) Due after selection of Egg Donor	\$400.00
Your Attorney Fee-(Drafting of Contract) Paid directly to the attorney/estimate	\$1,000.00
Client Account Holder Fee-(Egg Donor) Due with retainer agreement	\$750.00
Cycle Insurance - (Egg Donor)	\$500.00
<b>Egg Donor Compensation:</b>	
Egg Donor Compensation – (1 <sup>st</sup> Time Egg Donor)	\$6,000.00
Egg Donor Compensation - Proven Egg Donor (Repeat/Proven)	\$7,000.00 - \$15,000.00
<i>***fee depends on number of successful cycles</i>	
<b>Other Variable Costs:</b>	
Travel & Hotel Expenses for Egg Donor (If Egg Donor lives out of area)	\$1,500.00
Medication Costs-(Egg Donor) Paid to Clinic	\$4,000.00
Support Services Fee (San Diego Clinic)	\$500.00
Support Services Fee (Out of Area Clinic)	\$750.00

\*\*\*Travel and medication costs are estimated. Translation, interpreting and conferencing services for International clients are completely **OPTIONAL** and are **ADDITIONAL**. The Client Account fee of \$750 is for set up and maintenance during your arrangement. Additional costs for bank wire and check fees will apply.

## **AGENCY AGREEMENT FOR EGG DONATION**

This agreement for services (hereinafter the "Agreement") is by and between Surrogate Alternatives, Inc., a California corporation and Surrogate and Egg Donation agency, (hereinafter "SAI") on the one hand, and \_\_\_\_\_ (hereinafter the "Intended Parents, "You" or "Your").

### **I.**

#### **GENERAL DESCRIPTION OF SERVICES PROVIDED BY SAI**

A. SAI is a surrogate and egg donation agency that arranges matches between individuals seeking to have one or more children through the use of assisted reproductive technologies ("ART"), generally referred to as "Intended Parents," with the assistance of a woman willing to donate her oocytes (eggs) to the Intended Parents through ART, referred to as the "Donor," and relinquish her rights or claim to any child or children born as a result of her egg donation.

B. In addition, depending upon the particular needs of the Intended Parents, SAI can provide recommendations for licensed physicians specializing in reproductive and fertility medicine (hereinafter referred to as the "Fertility Specialist"), and attorneys that specialize in reproductive and family formation law, that have, historically, provided consistent quality service to clients of SAI.

C. After the Intended Parents identify a Donor in the program of SAI as a potential match for them, SAI will provide guidance and administrative assistance to the Intended Parents and the Donor, including, liaise with the Intended Parents' selected Fertility Specialist as the parties undergo their respective medical and psychological screenings in accordance with the requirements of the Fertility Specialist and SAI and as further specified under section III (B) below. Contingent upon the Intended Parents' payment for a psychological screening report, SAI shall provide same. If the Donor previously underwent a psychological screening, the Intended Parents may also (for an additional fee), or alternatively, pay for a copy of the report relating to the previous screening.

D. SAI will cause to be conducted, through a third party service provider, a criminal public records search. The cost for this service is One Hundred Dollars (\$100.00). Contingent upon the Intended Parents' payment for a criminal screening report, SAI shall provide same. If the Donor previously underwent a psychological screening, the Intended Parents may also (*for an additional fee*), or alternatively, pay for a copy of the report relating to the previous screening. All egg donors must be screened every Six (6) months. If the Intended Parents wish to conduct other background checks of their own, they may do so at their own expense after obtaining the written permission from the Donor candidate (e.g., credit check, or background checks beyond mere public records will cost more).

E. Upon notification by the Fertility Specialist that the parties have been medically, and if applicable, psychologically cleared, SAI will ensure that the Donor is listed on the monthly cycle report for insurance. Cycle insurance provides for emergency hospitalization and care should the Donor require extensive treatment due to hyper-stimulation, etc. The fee for this service is Five Hundred Dollars (\$500.00), of which an administrative surcharge to SAI is included.

F. Once the parties have been medically, psychologically and criminally cleared, SAI will provide to the parties' attorneys a written summary of the package of compensation and other special provisions that will apply to the arrangement between the Intended Parents and the Donor. Typically, it is the attorney for the Intended Parents that drafts the egg donation contract. SAI will also liaise with the parties' attorneys in an attempt to ensure that the egg donation contract is finalized in time to meet the particular time parameters of the arrangement.

G. Before the egg donation contract between the Intended Parents and the Donor is finalized, SAI and the Intended Parents will establish a Client Management Account for the timely payment of compensation of the Donor and professionals involved in the arrangement. Once established, the Intended Parents shall make the required deposit into the account in accordance with the requirements of SAI as set forth in the egg donation contract. The Client Management Account will be set up through SAI, which will be the fund manager. SAI and the Intended Parents will enter into a separate contract for the establishment, maintenance, and administration of the Client Management Account.

H. Once the parties have been medically cleared, the egg donation contract finalized, and the Client Management Account opened and properly funded, then the parties may proceed with their efforts to achieve a pregnancy through the professional assistance of the Fertility Specialist. During this phase, SAI will provide guidance, coordination, and administrative assistance to the parties, as needed, with the understanding that it is the primary responsibility of the Donor and the Intended Parents to schedule and attend medical appointments with the Fertility Specialist, and to obtain and administer cycle medications in accordance with the instructions of the Fertility Specialist. If the Donor must undertake long distance travel in order to attend medical appointments, including the Egg Retrieval, SAI will assist the Donor in making such travel plans that are consistent with the parameters set forth in the egg donation contract. The reasonable and necessary costs for which, will be paid by the Intended Parents.

I. It is policy of SAI to notify the Donor of the results of her cycle. No confidential information will be given, just the results of the cycle (i.e. if a pregnancy resulted or did not).

J. After the egg donation cycle, all Donors are asked to notify SAI of any changes in their personal life, with respect to health, life, family members' health conditions, or contact information. SAI cannot guarantee that the Donor will do as requested and should the Intended Parents need to contact the Donor in the future, SAI will make every attempt to contact the Donor through phone contact information given to SAI by the Donor. Unfortunately, SAI cannot guarantee the Donor's contact information will be current or that SAI will be able to reach the Donor.

## II.

### **SELECTION AND MATCHING PROCESS**

A. SAI, through advertising and direct marketing efforts, actively attempts to recruit qualified women seeking to be Donors so that SAI can offer its clients one or more candidates on an expedited basis. SAI has two websites (<http://www.SurrogateAlternatives.com> & <http://www.AffordableSurrogacy.com>) that it makes reasonable efforts to maintain, manage, and update so as to reasonably ensure that its Donor profile data base is current and accurate. However, to be absolutely certain about the availability of a particular Donor it is understood, that information pertaining to, and/or individual circumstances of, featured Donor candidates can sometimes change faster than SAI can make provision for in its on-line data base. As such, there are no guarantees made as to the availability of any and all Donors and the website is accepted "as is". At the time the Intended Parents identify a Donor candidate with whom they have an interest, SAI will review the on-line profile for the selected Donor candidate, thereafter contact the Donor candidate to inquire as to her interest and availability, and work with the Donor to update her profile to the extent that any included matters have changed, if and as necessary.

B. As part of SAI's selection process for prospective Donor candidates, SAI has such candidates fill out and complete, under penalty of perjury, an online profile that it has developed (a medical history questionnaire and personality profile) that requires the Donor candidate to provide comprehensive information about her past medical history, current medical history, family medical histories, pregnancy histories, marital and family status, and other information of a personal nature that SAI has found important and useful to prospective Intended Parents in the Donor selection process. With respect to these profiles, SAI does not have the resources and ability to verify the information provided by the Donor candidate and, therefore, SAI cannot warrant or guarantee that such information is true, accurate, or complete.

C. As part of SAI's Donor candidate selection process, a representative of SAI does meet, telephonically, with the Donor to review and discuss the Donor candidate's profile as well as other issues and matters relevant and important to SAI's selection process.

D. As part of the Intended Parents' Donor candidate selection, SAI will work with the Intended Parents to develop particular preferences and a general profile of an ideal and/or range of acceptable Donor candidates for their consideration. SAI, thereafter, if requested by the Intended Parents, will identify and make recommendations of eligible Donor candidates to the Intended Parents that are consistent with the Intended Parents' written preferences. SAI cannot guarantee that they will be able to offer to the Intended Parents one or more Donor candidates that meet all of the written preferences of the Intended Parents. The Intended Parents have the absolute right to accept or reject a particular Donor candidate (note, rejecting a Donor after the Intended Parents have been "matched" (as defined below) with their selected Donor will have financial consequences discussed on page 9, paragraph I and J).

E. As part of the selection process, SAI will provide You with an Estimated Cost Sheet which sets forth the **preliminary** estimated fees, costs and expenses projected for Your Donor arrangement with SAI, including, among other things, the fees and costs being charged to You by SAI. Each Donor profile lists that particular Donor's compensation, and travel (*if applicable*). You will be asked to review the Donor's profile and the Estimated Fee Sheet prior to retaining SAI with the understanding that these fees are part of SAI's program and that any or all of said fees may be due in connection with the arrangement between You and SAI and/or in connection with Your arrangement with the Donor You select. Except as otherwise stated herein, the fees, costs, expenses, compensation, reimbursement, and benefits SAI charges are firm and cannot be renegotiated, modified, or removed.

F. After the Intended Parents have identified a Donor, Your selected Donor will be considered "matched" or "unavailable" on the SAI website. This match is considered official once You and Your Donor have (1) expressed an interest in working with each other via an email to SAI; (2) You have signed and delivered this Agreement to SAI; and, (3) You have fully paid the Retainer Fee due upon signing (set forth below).

### III.

#### **MEDICAL QUALIFICATION OF THE DONOR AND INTENDED PARENTS**

A. If the Intended Parents and Donor agree to work with each other, and then the parties will undergo medical screenings by the Intended Parents' selected Fertility Specialist. Such medical testing will be done in accordance with the current requirements of the Food and Drug Administration and protocol of the Fertility Specialist. Such testing will involve blood testing to determine if any of the parties (including, if applicable, the Donor's husband or other person with whom she is sharing an intimate relationship) have any infectious diseases or other diseases or conditions that could either disqualify them for this process or that otherwise present any medical issues or concerns that need to be disclosed, discussed, and considered by the parties. The Donor will also undergo a thorough gynecological examination by the Fertility Specialist. The Intended Parents are encouraged to discuss such testing with their Fertility Specialist so that they fully understand exactly what testing will be recommended and done and what the fees, costs and expenses will be. The Intended Parents will be responsible to timely pay for all such medical testing even if the screening reveals that one or more of the parties has a medical issue that results in the match not going forward. Further, if the Donor (and, if applicable, her husband or other intimate partner) reside a long distance from the medical clinic of the Fertility Specialist, then the Donor (and, if applicable, her husband or other intimate partner) may be required to undertake long distance travel to facilitate such medical screening and it is hereby agreed to that the costs for which will be paid by Intended Parents.

B. Unless the selected Donor is a previous Donor that has successfully completed a psychological screening in connection with a previous donation arrangement through SAI within the past six (6) months, the Donor will be required to undergo an updated psychological screening for the egg donation cycle with the Intended Parents. The cost for which shall be paid by the Intended Parents. The Fertility Specialist may have different requirements than SAI with regards to the frequency of psychological screenings. The Intended Parents will be provided with the results of such psychological screening (only a summary of the screening), if they pay for said screening.

C. SAI does require that the Intended Parents, at a minimum, do a consult with a mental healthcare provider (e.g., a psychologist or other qualified mental healthcare provider) selected and arranged by SAI. Depending upon Your particular circumstances, this consult can be done either telephonically or in person. If the Donor will be undergoing a psychological screening as set forth in sub-paragraph B, above, then the Intended Parents will do their consult with the same mental healthcare provider that will be screening the Donor, at a combined fee in the amount of Eight Hundred Fifty Dollars (\$850.00) which shall be paid directly to the mental healthcare provider.

If, on the other hand, the Donor will not be required to undergo a psychological screening as set forth in sub-paragraph B, above, then the Intended Parents will pay a discounted fee of Three Hundred Fifty Dollars (\$350.00) to the examining mental health care provider directly. In addition, be advised that Your Fertility Specialist may have separate requirements.

D. Once the parties have successfully completed their respective medical and/or psychological screenings, and passed the same, then the relationship can move on to the next phase: legal contracts.

## IV.

EGG DONATION CONTRACTS

A. Before the Donor can undergo an Egg Retrieval, the Intended Parents and Donor must enter into, sign and deliver, a comprehensive written egg donation contract that includes the terms and conditions of their arrangement. Egg donation contracts are a highly specialized agreement requiring knowledgeable attorneys to draft and review them. Accordingly, both You and Your Donor will require the assistance of an experienced attorney during the contract phase. Typically, it is the Intended Parents' attorney that drafts the egg donation contract. If the Intended Parents have not selected an attorney on their own, SAI can make recommendations to You as a professional courtesy. You understand that the selection of an attorney that is knowledgeable and experienced in third party assisted matters is essential. You are entitled to select any attorney of Your choosing; however, if You select an attorney that has not previously worked with clients of SAI or has not drafted egg donation contracts for clients of SAI, an additional fee of Five Hundred Dollars (\$500) shall apply to cover SAI's costs associated to the more thorough review and evaluation that will be necessary of the draft agreement Your attorney provides. **In addition, You hereby agree that You will not draft Your own contract with Your Donor under any circumstances.** No matter which attorney You select You will pay Your attorney directly for her/his services for the drafting, consultation, and finalization of Your egg donation contract. Your relationship with Your attorney is separate and apart from Your relationship with SAI and, therefore, SAI cannot guarantee or warranty the work of Your attorney, even if he/she was recommended by SAI. **Due to the confidential nature of this Agreement and to SAI's unique business operations and procedures, You hereby agree that Your attorney shall not have any involvement with any other surrogacy and/or egg donation agency and that You understand it is Your responsibility to confirm same prior to engaging their services, if said services are with an attorney or law firm other than one recommended by SAI. Your failure to confirm same shall be a material breach of this Agreement. In the event of said material breach, SAI may, in its sole discretion, choose to immediately terminate this Agreement via written notice to You and, as liquidated damages, you shall forfeit your Retainer Fee.** While it is not required of Intended Parents, Intended Parents may wish to consider selecting an attorney that has worked with clients of SAI; has previously drafted egg donation contracts for clients of SAI; and that knows the program of SAI.

B. Your Donor will also require the assistance of an attorney to represent her interests in connection with the review, consultation, and finalization of Your egg donation contract. Your Donor will be matched with an attorney that is knowledgeable and experienced in egg donation matters and familiar with the program of SAI. You will be responsible for payment of the Donor's attorneys' fees for this review. Payment of this fee will be paid from the Client Management Account.

C. Once the contract with Your Donor is finalized, signed and delivered by the Parties, than You and Your Donor may proceed with the commencement of the egg retrieval processes and procedure. Your attorney is expected to draft and send a letter to Your Fertility Specialist (termed a "clearance letter") certifying that You and Your Donor have entered into a comprehensive written egg donation contract. In most cases, Your Fertility Specialist will *not* permit You or Your Donor to initiate a cycle without such a "clearance letter."

D. Intended Parents understand and agree that SAI has certain policies, protocol and procedures that it has found to be fair and reasonable to both Intended Parents and Donors that are consistent with the standards of the industry, that have worked over the years and that SAI has adopted as part of its program. In addition, SAI has worked very closely with attorneys that appear on its "approved list" in formulating and composing contracts that incorporate these policies and protocol. SAI reserves the right to approve or reject in whole, or in part, a proposed egg donation contract that fails to incorporate these SAI approved policies, procedures, and protocol or is in contradiction to such approved policies, procedures, and protocol. In this regard, it is recommended but not required that the Intended Parents consider selecting their legal counsel from the attorneys named on SAI's "approved list." If the Intended Parents select an attorney from SAI's "approved list" of attorneys, the Intended Parents may significantly increase their chance of formulating with their attorney a proposed egg donation contract for review and consideration by the Donor that is acceptable to SAI as being consistent with its policies, procedures and protocol.

## V.

EXPECTED AGENCY FEES, COSTS AND EXPENSES

A. **AGENCY FEE**. Under this Agreement, as of the Effective Date, the Intended Parents agree to pay SAI a fee in the amount of Six Thousand Dollars (\$6,000.00) USD for the services set forth in this Agreement (hereinafter the “Retainer Fee”). This Retainer Fee is due and payable when this Agreement is signed and delivered by the Intended Parents to SAI. If the Intended Parents are retaining SAI for a Donor and Surrogate simultaneously, SAI will reduce the Retainer Fee by One Thousand Dollars (\$1,000.00) as a courtesy. The Retainer Fee is “earned” when paid and non-refundable in whole or in part for any reason. It is understood that SAI will not place a hold on a particular Donor until this Agreement is signed and delivered by the parties and the Retainer Fee is paid in full. In the event the Intended Parents request to be matched with a new Donor without medical reason after they have selected a Donor through SAI or request the same donor complete another cycle for them in the future after the chosen Donor has undergone the Egg Retrieval Procedure, SAI agrees to discount the current Retainer Fee (which is listed on the web site at [www.Surro.com](http://www.Surro.com)) by 20% to contract with SAI for a new match.

B. **PREGNANCY ASSURANCE OPTION FEE FOR SURROGACY ONLY**. The fee for this program is *completely optional* and completion of an Agency Agreement for Surrogacy Retainer would need to be executed. If the pregnancy assurance option is selected, an “Exhibit A” document will be provided for your review and signature which will be attached to the Agency Agreement for Surrogacy. The fee for this program option is Twenty Two Thousand Dollars (\$22,000.00) USD for the services set forth in this agreement (hereinafter the “Retainer Fee”). This fee is due and payable when this Agreement and Exhibit A are signed and delivered by the Intended Parents to SAI. This Retainer Fee is “earned” when paid and non-refundable in whole or in part for any reason. It is understood that SAI will not release any personal or confidential information (e.g., full name and contact information) of the Surrogate until this Agreement is signed and delivered by the parties and the Retainer Fee listed in this paragraph is paid in full. There will be no additional retainer fee required by the Intended Parents under this selected option, regardless of the number of pregnancy attempts or the number of surrogates selected by the Intended Parents. This program is optimal if you want to pay a one-time retainer fee and have the flexibility of choosing a new surrogate if there has been no success after undergoing at least One (1) IVF or IUI attempt with your surrogate.

C. **EGG DONOR & SURROGATE PACKAGE DISCOUNTED FEE**. Under this Agreement, as of the Effective Date of this Agreement, (if the Intended Parents chose this option), the Intended Parents agree to pay SAI a fee in the amount of Twenty Thousand Dollars (\$20,000.00) USD for an Egg Donor and Surrogate chosen simultaneously (hereinafter the “Retainer Fee”). This Retainer Fee is all due and payable when this Agreement is signed and delivered by the Intended Parents to SAI. The Retainer Fee is “earned” when paid and non-refundable in whole or in part for any reason. It is understood that SAI will not release any personal or confidential information (e.g., full name and contact information) of the Surrogate until the Agreement is signed and delivered by the parties and the Retainer Fee is paid in full. In the event the Intended Parents request to be matched with a new Surrogate or Egg Donor without medical reason after they have selected a Surrogate or Egg Donor through SAI and/or after they have attempted One (1) IVF/Embryo Transfer, Insemination or Egg Retrieval Procedure, SAI agrees to discount the current Retainer Fee, (which is listed on their web sites), by 20% to contract with SAI for a new Surrogate or Egg Donor match.

D. **ACCOUNT HOLDER & SUPPORT SERVICES FEE**. A Client Account will be opened once You are matched, so that SAI can timely pay the professionals assisting in Your arrangement, as well as Your Donor’s fee and expenses. At the end of Your arrangement, SAI will email You an account ledger that details the fees paid from Your account. The fee for this service is Seven Hundred Fifty Dollars (\$750.00) plus check fees of Twenty-Five Dollars (\$25.00) and wire charges of Fifty Dollars (\$50.00) that You will incur, as applicable. Once You are matched with Your Donor there is a Five Hundred Dollar (\$500.00) support services fee charge for SAI to provide continual support, guidance and be available after office hours, as well as attend the egg retrieval medical appointments with Your Donor. If Your clinic is not located within 25 miles (round trip) from our office, this fee would increase to Seven Hundred Fifty Dollars (\$750.00).

E. **DONOR’S COMPENSATION**. The Intended Parents agree to pay the Donor’s fee which is listed on her profile. The Intended Parents also agree to pay for any long distance travel expenses of the Donor in order to facilitate the Donor’s medical and psychological screenings and the egg retrieval processes and procedure. In the event the cycle is cancelled for any reason after the Donor has started injectable medication (so long as the cancellation is not the result of some act or omission on the part of the Donor as determined by the Fertility Specialist) the Donor shall be paid a cancellation fee in the amount of One Thousand Dollars (\$1,000.00). The fee listed on each Donor’s profile is based on the current cycle and can change at any time. Be sure to contact SAI to confirm the amount before selecting a Donor. The fee listed on each Donor’s profile is for one (1) cycle only and increases after each cycle.

F. **INTERNATIONAL EXPENSE FEE.** In addition to the Service Fee described above, if You live outside the United States, then You shall reimburse SAI for any reasonable and necessary fees, costs and expenses it pays or incurs in connection with its performance under this Agreement for Your benefit or the benefit of Your Donor including, but not necessarily limited to, mileage over 25 miles round-trip, a staff members lost wages for over 3 hours, translation services and bank wire costs (*if applicable*) from the date of Your initial contact with SAI to the day the Client Account is closed.

## VI.

### **SERVICES EXCLUDED BY SAI**

A. **NO MEDICAL SERVICES OR ADVICE.** Neither SAI, nor any of its employees, agents, or representatives is licensed by the State of California in any professional medical capacity. As such, neither SAI, nor any of its employees, agents, or representatives can, or will act, or provide to You or Your Donor any medical advice or services relative to any aspect of Your arrangement with Your Donor and/or any of the medical and/or psychological processes or procedures contemplated herein including, without limitation, the initial medical or psychological screening of the parties, or the Egg Retrieval procedure. Further, You agree to hold SAI free and harmless from the consequences of any and all advice given, decisions rendered, and medical services performed by any physician and/or mental healthcare provider recommended by SAI.

B. **NO LEGAL SERVICES OR ADVICE.** Neither SAI, nor any of its employees, agents, or representatives is licensed by the State of California in any professional legal capacity. As such, neither SAI, nor any of its employees, agents, or representatives can, or will act, or provide to You or Your Donor any legal services or advice in connection with any aspect of Your arrangement and relationship with Your Donor including, without limitation, the drafting, negotiation, and finalization of Your egg donation contract; the resolution of alleged issues of breach of contract between You and Your Donor and the resolution of alleged issues between the Donor and the insurance company. Further, You agree to hold SAI free and harmless from the consequences of any and all advice given, decisions rendered, and legal services performed by any lawyer and/or law firm recommended by SAI.

C. **NO SERVICES NOT SPECIFICALLY PROVIDED FOR.** SAI is not responsible or obligated to provide any services to or for the benefit of the Intended Parents and/or the Donor not specifically provided for herein.

## VII.

### **DISCLAIMERS**

A. SAI cannot guarantee that the information provided by the Donor that makes up her profile is true, accurate, and complete.

B. SAI cannot guarantee that the Donor will comply with or honor the terms and conditions of the egg donation contract entered into with the Intended Parents.

C. SAI cannot guarantee that Your egg donation contract, or any portion thereof, will be enforced in any court of any administrative or governmental agency or be deemed legitimate or valid by any religious philosophy or group.

D. SAI cannot guarantee that the Donor's insurance (or other donor policy) will provide care and treatment of the Donor.

E. SAI cannot guarantee that Your Donor will, in fact, produce mature and otherwise usable oocytes (eggs); that any of the retrieved oocytes (eggs) will fertilize; that any of the resulting embryos will be of good quality and otherwise usable; that a viable pregnancy will result; and that Your child or children, if conceived, will be free of any genetic, physiological or neurological conditions, defects, and abnormalities.

F. SAI cannot guarantee that the Donor and significant other (*if any*) will fully cooperate in connection with the medical appointments, take the medications as instructed by the Fertility Specialist or complete the Egg Retrieval Procedure.

G. Intended Parents hereby hold SAI, its agents, employees, and representatives free and harmless from any and all alleged or actual damages resulting from an alleged failure to disclose risks associated with egg donation, including but not limited to, any medical, legal, and financial risks.

## VIII.

### INTENDED PARENTS ADDITIONAL OBLIGATIONS

#### Intended Parents agree to the following:

A. To pay the Donor's fee and expenses as set forth in Your egg donation contract. All payments made to the Donor are subject to the terms of Your legal contract. The Intended Parents will receive an account ledger of all fees paid out of their Client Account once the Donor and all professionals have been paid and the account is closed.

B. To submit to psychological screening and, if required by the Fertility Specialist, a medical examination as a condition of the Donor undergoing the Egg Retrieval as contemplated herein. The scope of the medical examination will be determined by the Fertility Specialist and the Intended Parents agree to undergo any required or recommended medical treatment deemed reasonable or necessary by the Fertility Specialist including compliance with the current requirements of the Food and Drug Administration ("FDA"). The Intended Parents will not be required to submit to any examination which constitutes an unreasonable risk to their health. The minimum medical requirements will include a physical exam, including but not limited to, blood testing for HIV and other infectious diseases (including sexually transmittable diseases) and a telephone consultation with the psychologist.

C. To engage the services of an attorney that specializes in family formation law, specializing in egg donation to draft the legal agreement between the Intended Parents and the Donor. Intended Parents are **not** permitted to write their own contract or represent themselves during the legal process in any way.

D. To fund the Client Account in accordance with the requirements of Your egg donation contract and the requirements of SAI so that monies are available to timely pay Your Donor's defined compensation and expenses. Said deposit should be made within five (5) *calendar* days after selection of your donor and prior to the start of fertility medication by the Donor. Subject to the terms of the legal contract between the Donor and the Intended Parents, the funds held in the Client Account shall be used to pay for the following:

- Any and all premiums for insurance, (*where applicable*), including, without limitation, donor cycle coverage, if provided for in the legal contract between the Intended Parents and Donor (note: if a retrieval cycle is cancelled, You will be required to purchase a new donor policy for the rescheduled cycle);
- Donors compensation and expenses, pursuant to the legal contract between the Intended Parents and Donor;
- Separate legal counsel for the Donor to review the legal contract between the Intended Parents and Donor;
- Any other amounts reasonably necessary to carry out the terms or intent of the legal contract between the Intended Parents and Donor, including but not limited to, a private investigator and psychologist.

E. To notify SAI immediately of any material changes in Your physical and/or mental health condition that could impact, in any way, Your arrangement with the Donor.

## IX.

**GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT**

A. **AMENDMENTS AND MODIFICATIONS:** SAI reserves the right to accept or reject the Intended Parents into its program as it, in its sole discretion, deems appropriate. This Agreement shall only be amended by written agreement that is signed by all Parties.

B. **WAIVER:** The failure of any party hereto to enforce any of the provisions of this Agreement, or to require performance by the other party of any of the provisions herein, shall not be construed to be a waiver of said provisions, shall not affect either the validity of this Agreement or any part hereof, and shall not affect the rights of any party thereafter to enforce each and every such provision in accordance with the terms of this Agreement.

C. **SEVERABILITY:** In the event that any covenant, condition or any other provision contained in this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, said covenant, condition or provision shall be deemed severable for the purpose of this Agreement and shall in no way effect, impair or invalidate any other covenant, condition or other provision contained in this Agreement.

D. **NON-ASSIGNABILITY:** This Agreement is considered to be a contract for services in connection with an egg donation arrangement and none of the terms, conditions and obligations set forth herein may be assigned to another party, by either party, at any time, without the written consent of the other party. This Agreement shall be binding on the parties hereto, their heirs, representatives, successors, executors, administrators and assigns (if said assignment is approved by the other party).

E. **CONFIDENTIALITY:** This Agreement and its terms and conditions shall be held confidential by the parties and not communicated to any third party, except to the extent necessary to carry out the terms of this Agreement, or to the degree authorized by the other party.

In order to maintain the confidentiality contemplated herein, in the event mediation, arbitration or litigation arises out of this Agreement or the egg retrieval process, the parties, their legal counsel, their heirs and representatives agree to make all efforts to maintain such confidentiality as is intended by this Agreement as to the general public, including, but not limited to, using pseudonymous pleading, requesting that all court records be sealed, requesting the court to invoke gag orders, and requesting that the court maintain the confidentiality of the identity of Intended Parents and egg Donor throughout its procedures and in conducting all hearings.

The parties agree that except as otherwise provided herein, they will not provide, nor allow to be provided, any information to the public, news media, or any other individual regarding this Agreement or Intended Parents' involvement in egg donation. Intended Parents agree not to disclose the identity of any other party involved in the egg donation process without express permission and consent of those parties. This paragraph is not intended to limit Intended Parents' ability to discuss their own involvement in the egg donation process; it is intended solely to protect the identities of those involved.

F. **APPLICABLE LAW:** All questions concerning the validity, operation, interpretation and construction of this Agreement shall be governed by the laws of the State of California. Venue shall be in the County of San Diego, State of California.

G. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the Intended Parents and SAI with regards to the subject matter hereof. All agreements, covenants, representation and warranties, expressed or implied, oral and written between the Intended Parents and SAI are contained herein. All prior and contemporaneous conversations, negotiations, covenants and warranties with regard to the subject matter hereof, oral or written are waived, merged herein and superseded hereby.

H. **ALTERNATIVE DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first attempt to settle the dispute through mediation, the costs for which shall be shared equally. In the event the parties fail to resolve their dispute through mediation, and one or the other party deems it appropriate to "litigate" the matter, then the parties hereby agree that

such “litigation” shall be through arbitration rather than a civil suit, the parties further agree that such arbitration shall be “binding” meaning that the decision of the arbitrator shall be final and may not be “re-litigated” in a civil suit or other arbitration proceeding. In this regard, the parties stipulate and agree that this Agreement is made in San Diego County, California. The arbitration may be initiated, administered and ultimately heard by an arbitrator through the Better Business Bureau, the American Arbitration Association, or JAMS in San Diego County, California, as the parties shall then agree, or in the absence of an agreement, as the initiating party shall elect. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be empowered to award the prevailing party attorneys’ fees up to the maximum amount of Two Thousand Dollars (\$2,000.00) plus costs (e.g., the fees for the arbitration, expert witness fees, and other costs provided by law). If the claim of a party involves a request for the issuance of an injunction or other equitable relief, or the claim of the claim is within jurisdictional limits of the Small Claims Court, then this mandatory arbitration provision shall not apply.

I. **TERMINATION:** If the Donor completes the Egg Retrieval Procedure, regardless of the number of eggs retrieved, then SAI has no further obligation under this Agreement. If the Donor, however, does not undergo the Egg Retrieval Procedure and cancels the contract or backs out any time before the egg retrieval, then SAI agrees to re-match the Intended Parents with a new Donor for no additional Retainer Fee. In the event the Intended Parents wish to change Donors, choose to cancel the arrangement with their Donor for any reason or cancel the contract with their Donor prior to the Egg Retrieval, then the Intended Parents shall not be entitled to a refund of all or any portion of the Retainer Fee as it shall be deemed fully earned.

J. **WITHDRAWAL BY INTENDED PARENTS:** The Intended Parents may withdraw from this Agreement at any time with written notice. Such withdrawal however, does not relieve the Intended Parents from their obligation to pay for any bills which are already due and payable at the time of withdrawal and does not terminate any obligation that they may have to SAI or any party contracted pursuant to this Agreement.

K. **DISCLOSURE:** The Intended Parents agree to fully disclose to SAI and professionals involved in their arrangement, all information that may affect their health, lifestyle or ability to pay for all anticipated fees, costs and expenses under their egg donation contract. Moreover and significantly, each of the Intended Parents hereby represents and warrants that neither has ever been convicted of a felony or misdemeanor crime, that there are no outstanding warrants for their arrest in connection to any alleged crime(s), and that neither is a registered sex offender nor has been convicted of child abuse. Should the Intended Parents fail to disclose such important information as stated herein or if important information is withheld from SAI and then later suspected or discovered, SAI is hereby granted the right to conduct a criminal background check on either or both of the Intended Parents at the cost of the Intended Parents and/or to terminate this Agreement, effective immediately, in which case the Retainer Fee and Support Services Fee paid by the Intended Parents to SAI is considered fully earned and the Intended Parents shall not be entitled to a refund of the Retainer Fee or any other fee, cost or expense they paid in connection with their proposed egg donation arrangement. A background check is not usually conducted on the Intended Parents, so full disclosure is required when retaining SAI.

L. **REPEAT DONOR or NEW DONOR:** If the Intended Parents wish to work with the same Donor for subsequent cycles, they must confirm the Donor’s availability with SAI as well as her current fee. SAI cannot guarantee the same Donor will be agreeable to or available for, a new donation cycle. Should a previous client of SAI retain us for an egg donation arrangement or another cycle with the same egg donor, SAI agrees to offer a courtesy discount of 20% to all returning clients.

M. **RECORD STORAGE.** SAI is not in the business of serving as a data collection bank of records pertaining to Your egg donation arrangement. SAI will, however, maintain Your original file for a period of two (2) years from the date this agreement is signed. For long term solutions in this regard, SAI recommends that the Intended Parents work with an egg donation registry (if available) or engage a third party “trustee” should the Intended Parents wish to keep open the option of contacting the Donor in the future should medical issues arise with respect to Your child or if You would like Your child to have the option to “meet” the Donor someday.

N. **EFFECTIVE DATE:** This Agreement will take effect only after (1) the Intended Parents have submitted the Intended Parent Questionnaire; (2) both parties have signed this Agency Agreement and; (3) the Intended Parents have paid the Retainer Fee as required in Paragraph V. The effective date of the Agreement shall be the date SAI executes same herein below (“Effective Date”). The Retainer Fee must be sent within five (5) days from the date this Agreement is delivered to SAI. Documents sent by facsimile shall be legal and binding. The Retainer Fee paid for hereunder is good for one (1) year from the Effective Date of this Agreement. The Egg Retrieval must take place within one (1) year of the

Effective Date of this Agreement otherwise this Agreement will automatically expire and SAI will no longer be obligated to perform hereunder.

O. **COUNTER PARTS:** This Agreement may be executed in one or more counter parts, whether via facsimile or otherwise, and when said counter parts are taken together, same shall constitute one original Agreement.

Although, Surrogate Alternatives does not discriminate, due to the nature of our business, it is necessary, to confirm the sexual preference of all clients. Please check where appropriate below:

Heterosexual (**Straight**): \_\_\_\_\_ Homosexual (**Gay/Lesbian**): \_\_\_\_\_

By signing this Agreement, the Intended Parents warrant they have read and understand the terms and conditions included herein and agree to abide by all terms and conditions. Each signatory to this Agreement accepts full liability, both jointly and severally, for all obligations and duties of performance under this Agreement.

DATE: \_\_\_\_\_  
INTENDED PARENT (**Signature**)

DATE: \_\_\_\_\_  
INTENDED PARENT (Printed Name)

DATE: \_\_\_\_\_  
INTENDED PARENT (**Signature**)

DATE: \_\_\_\_\_  
INTENDED PARENT (Printed Name)

**SURROGATE ALTERNATIVES, INC.**

DATE: \_\_\_\_\_ By: \_\_\_\_\_  
AGENCY REPRESENTATIVE (**Signature**)

AGENCY REPRESENTATIVE (Printed Name)



Toll Free (local): 1-(855)-SAI-BABY or 1-(619)-397-0757  
International: 00-1-(619)-397-0757