



SURROGACY4ALL

INDIANEGGDonors

DIVISIONS OF DGA, INC

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The USA Surrogacy Program

This Client Service Agreement (hereinafter "Agreement") is entered and is

between _____ (hereafter referred to as

"INTENDED PARENTS"), presently residing at: _____

and,

Indian Egg Donors and/or Surrogacy4All Division of DGA, Inc. (hereafter referred to as "DGA"), located at: 1148 Fifth Avenue, Suite 1B, New York, NY 10128, in connection with a surrogacy matching and coordination process.

The agency does business such as: www.IndianEggDonors.com and www.Surrogacy4All.com .

I. RECITALS

- A. DGA facilitates and coordinates gestational carrier arrangements by assisting Intended Parents in identifying and obtaining one or more suitable women (hereinafter referred to as the "Gestational Carrier"), consistent with Intended Parents' written preferences, to carry a child(ren) conceived by IVF/Embryo Transfer, whereby embryos belonging to the Intended Parents, composed of his/her/their own biological material and/or the biological material of a donor or donors will be transferred into the Gestational Carrier's uterus.
- B. Intended Parents desire to have a child or children. Intended Parents have decided to retain DGA to assist them in selecting, coordinating, and assisting to screen a Gestational Carrier who will carry and bear a child conceived from embryos belonging to Intended Parents, and to help Intended Parents navigate their journey through the gestational carrier process.
- C. The Parties acknowledge and understand that this Agreement only sets forth the respective rights and obligations of DGA and Intended Parents. After Intended

Parents match with a Gestational Carrier, a separate contract known as the Gestational Contract (hereinafter the "GC Contract") will be drafted between Intended Parents and Gestational Carrier by an independent and impartial attorney. The GC Contract will detail the respective rights, obligations, commitments and expectations of Intended Parents and Gestational Carrier including, without limitation, all financial aspects of the gestational carrier arrangement. The GC Contract will be reviewed by the legal counsel on behalf of the Gestational Carrier. Once both Intended Parents and Gestational Carrier have had an opportunity to review the contract, the GC Contract will be executed by Intended Parents and Gestational Carrier and their spouse/partner, if any. Intended Parents understand that DGA will not be a party to the GC Contract and will have no obligations thereunder.

- D. However, Intended Parents agree that the financial arrangement reflected in the GC Contract, will meet the minimum compensation requirements for Gestational Carriers in DGA' program in effect at the time the GC Contract is executed. In addition, we feel it is important to note that the fees paid to Gestational Carriers throughout the field of surrogacy have steadily increased over the past few years. These rates will vary over time and cannot be predicted by DGA. Therefore, the estimated fees listed in any of our paperwork, or on our website, can be approximations only. In addition, many Gestational Carriers who have successfully completed one or more surrogate pregnancies may request higher than standard fees.
- E. Intended Parents will need to secure legal rights to their child(ren) through a parentage order or other legal action. DGA will complete this process, with the assistance of a legal counsel in the state where the delivery occurs. Court fees and other administrative costs will be paid out of the client's escrow account. If Intended Parents and/or Gestational Carrier live in New York, policies, and procedures to meet the requirements of Article 5-C of the Family Court Act will be addressed and confirmed throughout the journey and within the GC Contract.
- F. Intended Parents acknowledge that they are hereby advised by DGA to seek advice from independent legal counsel regarding the terms and legal significance of this agreement (the "Agreement").

NOW THEREFORE, the Parties hereby agree as set forth herein:

II. SERVICES AND RESPONSIBILITIES OF DGA

- A. DGA shall do all things necessary to conduct the intent of this Agreement, including without limitation:
 - 1. To assist Intended Parents in identifying and obtaining a Gestational Carrier, consistent with their preferences, to carry a child(ren) conceived by IVF/Embryo Transfer, whereby embryos belonging to the Intended Parents and composed of his/her/their own biological material, or the biological material of a donor or donors will be transferred into Gestational Carrier's uterus. The IVF/Embryo Transfer procedures will be performed under the supervision of a physician/IVF specialist who will be

selected by Intended Parents.

2. To obtain and provide a comprehensive profile prepared by Gestational Carrier to the Intended Parents. **Please note that DGA allows Intended Parents to screen only one potential Gestational Carrier at any one time.**
3. When requested by Intended Parents, to set up and conduct a conference call between Gestational Carrier and Intended Parents, initiate and coordinate criminal background checks, coordinate home visits with a licensed social worker, gather insurance documentation to be reviewed by Intended Parents' attorney, and gather medical records to be reviewed by Intended Parents' physician.
4. To provide Intended Parents with a referral to a medical facility for IVF/Embryo Transfer.
5. If requested, make travel arrangements on Intended Parents' behalf for the Gestational Carrier's travel to and from the clinic chosen by Intended Parents for screening and embryo transfer appointments.
6. If needed, to direct Intended Parents to a health insurance agent who will assist in obtaining health insurance, or a self-pay plan, and advise Intended Parents about the costs, benefits, and limitations of various insurance options for the Gestational Carrier.
7. To obtain a Gestational Carrier's free and informed consent to function as a Gestational Carrier for Intended Parents.
8. To ensure that any Gestational Carrier selected by the Intended Parents has access to, and avails themselves of, an independent and impartial attorney to counsel and advise Gestational Carrier about the GC Contract. The GC Contract shall be drafted by an independent and impartial attorney to counsel and advise Intended Parents and shall be made available to Intended Parents, to be reviewed, discussed, and modified as necessary, before it is sent to Gestational Carrier or her counsel to be reviewed by them. The GC Contract shall be reviewed and approved by Gestational Carrier's counsel prior to being signed by Gestational Carrier. The attorneys' fees for a Gestational Carrier's attorney shall be paid by the Intended Parents. Gestational Carrier may not waive her right to independent counsel under DGA policies, regardless of state law.
9. To provide Intended Parents and the Gestational Carrier selected by the Intended Parents with ongoing and regular personal care, aid, encouragement, support, and attention from the time of the selection of the Gestational Carrier until the Gestational Carrier gives birth.
10. To provide Intended Parents and Gestational Carrier with third party counseling options, such as a licensed social worker, if additional personal care, aid, encouragement, support, and attention is needed.

III. RESPONSIBILITIES OF INTENDED PARENTS

- A. Intended Parents shall do all things necessary to conduct the intent of this Agreement, including the following:
1. To pay DGA in consideration for its services as detailed in Section II above.
 2. To pay DGA any other reasonable expenses necessary to facilitate this arrangement.
 3. To pay all Gestational Carrier's reimbursements and expenses during the screening process and as set forth in the GC Contract between Gestational Carrier and Intended Parents.
 4. To either pay DGA or deposit into an Escrow account (the "Escrow Account") which amount shall be disbursed by submission of Invoice to the Escrow provider as per this contract as follows:
 - a. Application fee of \$2,500.00 when submitting the application form and agreement.
 - b. First Payment of \$18,000: Due upon signing of this Agreement.
 - c. Second Payment of \$15,000: Must be received within (7) days of the match call, telephone consultation and acceptance of the Gestational Carrier by the Intended Parent.
 - d. Travel Coordination fee of \$2,500 for travel expenses for our coordinator traveling with your Gestational Carrier and Husband/Partner to and from your clinic due once matched with your carrier.
 - e. Upon execution of the GC Contract an amount, mutually agreed upon by Intended Parents and Gestational Carrier (pursuant to the GC Contract), sufficient to cover the full amount of reimbursements to be paid to Gestational Carrier in the event she becomes pregnant with a single fetus, plus additional amount as mutually agreed to. Said additional deposit shall be made upon execution of the GC Contract and prior to any IVF/Embryo Transfer to Gestational Carrier. In the event it is confirmed via a visible heartbeat that Gestational Carrier is carrying a multiple pregnancy, the additional amount of reimbursement agreed upon by the Parties for the carrying of a multiple pregnancy shall be deposited in the Escrow Account within ten (10) days of such medical confirmation. The funds held in the Escrow Account shall be used to pay the following:

- f. Gestational Carrier's reimbursements, together with any amounts to be paid to Gestational Carrier pursuant to the GC Contract.
- g. Fees for Gestational Carrier's attorney and licensed mental health professionals.
- h. Laboratory fees, blood tests and other medical and scientific procedures which are determined by physicians to be necessary to achieve the results contemplated in the GC Contract, unless other arrangements have been made by Intended Parents and the facility.
- i. All premiums for insurance where applicable, including, without limitation, medical coverage.
- j. Any other amounts necessary to conduct the terms or intent of the GC Contract as detailed in Form 4.

DGA refers and recommends that Intended Parents use the services of Seed Trust Escrow Services (<https://www.seedtrustescrow.com/>) to maintain their Escrow Account. Intended Parents can at their option use another Escrow Service, and then provide proof by email to DGA that an independent Escrow account has been opened.

- 5. To submit to psychological and/or medical examination and treatment deemed reasonable and necessary by psychologists or psychotherapists and/or medical doctors.

IV. SERVICES AND RESPONSIBILITIES EXCLUDED BY DGA

- A. DGA cannot, and will not, act in any medical or psychological capacity during Gestational Carrier's medical or psychological screening, IVF/Embryo Transfer, pregnancy, childbirth, or post-partum recovery. Decisions and recommendations for medical or psychological procedures will be made or performed by professionals retained to advance and fulfill the terms of this Agreement. DGA makes no representations or warranties with respect to psychological matters, or the quality of the psychological or medical services or advice provided. It is expressly understood by Intended Parents that DGA is not rendering psychological or medical services or providing psychological or medical advice. If Intended Parents utilize the services of the preferred provider, all fees and costs shall be borne by Intended Parents and shall be in addition to the fees and costs set forth in Exhibit A to this Agreement. Such fees can be automatically paid through the Escrow Agreement or directly to the IVF Clinic by the Intended Parents.

- B. At the request of the Intended Parents, DGA will provide referrals to one or more IVF centers. However, DGA does not guarantee that such services will ultimately be rendered. Intended Parents acknowledge and understand that any referred physician or IVF center may choose, at their sole discretion, to discontinue services at any time. In such an event, DGA will make reasonable efforts to locate another physician or IVF center willing to provide the necessary services but cannot guarantee that a suitable replacement will be found.

Once the surrogate begins the IVF process at the selected IVF clinic, DGA's role in coordinating surrogacy services shall be deemed complete, and a formal handoff will automatically occur to the IVF clinic. Typically, the IVF clinic will oversee surrogate's care for the first 12 weeks of pregnancy, after which the surrogate's medical care is generally transferred to a gynecologist of her choice.

- C. DGA acknowledges that the surrogate may require both medical and non-medical support and therapy throughout the pregnancy to help ensure a successful outcome through to the birth of the child. Such supportive services may not be provided by the IVF center or the surrogate's gynecologist. These services are available through Patients Medical P.C. at a cost of \$2,500 per month, for a period of 10.5 months, which includes one month of postpartum care following delivery and may include Doula support. A doula offers comprehensive support during pregnancy, labor, and postpartum. They provide emotional, physical, and informational assistance to help the surrogate navigate the journey of childbirth. Doulas can help with birth planning, offer comfort measures during labor, and provide postpartum support with breastfeeding or infant care. Such referral is done by us automatically and billed to the escrow account monthly. Intended Parents can opt out of such referral by so indicating above their signature in the contract. If the Intended Parents choose to utilize the services offered by Patients Medical P.C. or any other third-party provider, all related fees and costs shall be the sole responsibility of the Intended Parents and shall be in addition to the fees and costs listed in **Exhibit A** of this Agreement. Some or all of these services may be covered by insurance depending on the insurance coverage for the surrogate.
- D. DGA legal counsel at times may offer advice on the legal problems and implications which may result from entering a gestational carrier arrangement or pertaining to litigation which may result because of the conduct contemplated by this Agreement. Intended Parents always have the right to consult with or retain their own independent legal counsel for any issues that arise from the gestational carrier arrangement or in connection with this Agreement. However, all fees itemized in Exhibit A are due and payable even if outside counsel is retained.
- E. DGA cannot, and will not, guarantee that Gestational Carrier will be deemed psychologically and physically suitable to carry and bear Intended Parents' child(ren).

- F. **DGA cannot, and will not, guarantee that any given Gestational Carrier will, in fact, conceive a child because of IVF/Embryo Transfer.** Nor is there any guarantee that a child, if conceived, will be physically and mentally healthy or that it will be free of birth or congenital defects or abnormalities.
- G. DGA cannot, and will not, guarantee that this Agreement or the GC Contract, or any portion thereof, may or will be enforced in any court of any administrative or governmental agency or be deemed valid or legitimate by any religious philosophy or group. DGA will act in good faith and will perform due diligence to enforce the terms of this Agreement, as will Intended Parents. DGA cannot guarantee that either or both Intended Parents will be named as the parents on the birth certificate of any child born because of the gestational carrier arrangement.
- H. DGA cannot, and will not, guarantee that the insurance that has been chosen by Intended Parents and obtained for Gestational Carrier, if any, will in fact cover part or all of any of the medical expenses related to the IVF/Embryo Transfer procedure or the birth of any child(ren) contemplated by this Agreement. Although DGA will attempt to assist Intended Parents in securing or confirming adequate insurance coverage for Gestational Carrier's pregnancy, DGA can bear no responsibility for the denial or exclusion of coverage by any insurance company or the lack of adequate insurance coverage. The determination of whether there is adequate insurance coverage for all the medical and hospital expenses associated with the gestational carrier arrangement is solely the responsibility of Intended Parents.
- I. DGA cannot, and will not, guarantee the accuracy of information provided by Gestational Carrier regarding her health, marital history, etc. Further, DGA cannot, and will not, guarantee that Gestational Carrier (or Gestational Carrier's husband/partner, if any) will comply with or honor the terms and conditions of the GC Contract, including but not limited to the selected Gestational Carrier's refusal to release the child(ren) and/or any parental rights she may assert or be deemed to have to the child(ren) upon birth.
- J. DGA shall be held harmless for any alleged or actual failure to disclose all risks associated with gestational carrier arrangements, including but not limited to any medical and/or legal risks.

V. COSTS AND FEES

- A. Intended Parents hereby agree to pay DGA for its services. Intended Parents shall pay the DGA current fees in installments as set forth in the fee schedule attached hereto.
 - 1. If Intended Parents decide to discontinue working with their Gestational Carrier, the Gestational Carrier decides to discontinue working with the Intended Parents, or a medical or psychological professional determines that the Gestational Carrier is no longer an appropriate candidate, after

the Gestational Carrier has passed medical screening (whether or not an Embryo Transfer took place), Intended Parents will be responsible for a rematch fee.

- B. DGA charges an additional fee to clients who live outside of the United States. Further information on the additional charges for international clients is provided in the fee schedule which is attached to this Agreement as Exhibit A and B.
- E. DGA offers a travel arrangements option to Intended Parents. DGA will make travel arrangements for Gestational Carrier and her husband/partner, if any, to the location of the medical screening and/or Embryo Transfer and any other major travel taking place during the gestational carrier arrangement. This service is available for an additional fee, as detailed in the fee schedule attached to this Agreement as Exhibit A.
- F. If Gestational Carrier has delivered a Child to Intended Parents pursuant to this Agreement and Intended Parents desire to pursue additional children with the same Gestational Carrier for a subsequent gestational carrier process, a new Agreement governing the additional gestational process shall be executed by Intended Parents and by DGA. Collaborating with your Gestational Carrier for additional children, outside of the terms of this Agreement shall be considered a material breach hereof and DGA shall be entitled to all legal remedies at law or in equity. International Intended Parents also pay an additional administrative fee for assisting clients living outside of the United States.
- G. The commitment, time, expertise, and resources that DGA devotes to providing the services under this Agreement are substantial and not easily quantifiable. Accordingly, all fees paid to DGA by the Intended Parents are non-refundable, regardless of whether the Intended Parents ultimately receive a child or choose to discontinue working with DGA, except in the event that DGA is in material breach of its obligations under this Agreement. For purposes of this provision, DGA shall be deemed to have fulfilled its obligations in full once it has presented at least one qualified surrogate to the Intended Parents and has arranged for an introductory video call (e.g., via Zoom) between the Intended Parents and the proposed surrogate.

VI. ACKNOWLEDGEMENTS AND WARRANTIES

- A. Intended Parents warrant that all information and representations provided by Intended Parents to DGA in connection with this Agreement and the contemplated gestational carrier arrangement is accurate and complete to the best of their knowledge. Intended Parents agree that if they subsequently discover that any such information is not accurate or complete, then they will immediately provide DGA with the correct information. Intended Parents

- acknowledge that, in connection with this gestational carrier arrangement,
- B. DGA must share information provided by Intended Parents with mental health, medical and legal professionals retained to assist in the gestational carrier arrangement, as well as with prospective Gestational Carriers. By signing this Agreement, Intended Parents hereby authorize DGA to release such information to parties involved with the gestational carrier arrangement during the period of this Agreement.
 - C. The Intended Parents warrant that they shall maintain the necessary funds (to always comply with their obligations under the GC Contract) in the Escrow Account.
 - D. Intended Parents warrant that by signing this Agreement, Intended Parents are indicating either that they do not have any sexually transmitted diseases which might be transmitted to the Gestational Carrier and/or Intended Parents' child(ren) or that they have advised DGA as to the existence of any sexually transmitted diseases and understand that this information shall be disclosed to the Gestational Carrier. It is also recommended that Intended Parents consult with the appropriate medical personnel to determine if they possess any congenital abnormalities, either dominant or recessive.
 - E. All Parties acknowledge that, prior to the execution of this Agreement, they have had the opportunity to consult with independent legal counsel. All Parties further acknowledge that they fully understand the Agreement and that they are signing it freely, voluntarily, and that neither Party has any reason to believe that the other did not fully understand the terms and conditions of this Agreement or that the other did not freely and voluntarily execute this Agreement.
 - F. All Parties acknowledge that DGA makes no representations or warranties concerning the tax consequences of any payments made in connection with the gestational carrier arrangement contemplated hereby or any immigration matters. Intended Parents are solely responsible for investigating any tax or immigration issues.

VII. TERMINATION

- A. Intended Parents may terminate this Agreement in writing at any time for any reason, **provided the Gestational Carrier has not undergone the IVF/Embryo Transfer**. If the Gestational Carrier has already undergone the IVF/Embryo Transfer and Intended Parents wish to terminate this Agreement, they may only do so once it is confirmed that **the Gestational Carrier is NOT pregnant**.
- B. Any payments made to DGA prior to DGA's receipt of written notice of termination are non-refundable either in whole or in part. The commitment, time, expertise, and resources that DGA must devote to providing the services here under are substantial and difficult to measure. Accordingly, no portion of the DGA current fees paid by Intended Parents are refundable, regardless of whether Intended

Parents ever receive a Child or Intended Parents elect to

discontinue working with DGA, except if DGA is in substantial breach of its obligations hereunder.

- C. If a GC Contract has been entered into by Intended Parents and Gestational Carrier, the termination of the GC arrangement shall be governed by the provisions of that GC Contract.
- D. If Intended Parents terminate this Agreement but continue to collaborate with a Gestational Carrier introduced to Intended Parents by DGA, then DGA current fees shall remain due and in effect and DGA, in its sole discretion, may aid Gestational Carrier if Gestational Carrier request such assistance.
- E. If it becomes apparent during this Agreement that the relationship between DGA and Intended Parents has become unworkable, DGA may determine that it is unable to continue to professionally assist Intended Parents. Accordingly, DGA may, in its sole discretion, terminate this Agreement. DGA will provide Intended Parents with adequate written notice in advance of its intent to terminate and will give Intended Parents an opportunity to correct the unworkable situation. If the situation does not improve, DGA reserves the right to terminate the Agreement upon seven (7) days written notice.

VIII. WAIVER AND RELEASE

- A. All Parties acknowledge that because of its relationship with both Intended Parents and Gestational Carrier, DGA may need to make certain decisions during the process to protect the integrity of the process which may provide a benefit to the Gestational Carrier. For example, DGA may insist that certain provisions be contained in the GC Contract or may assist a Gestational Carrier in getting payments due to her from the Intended Parents. These actions, while they may provide a benefit to the Gestational Carrier, are designed to protect the integrity of the process and the overall interests of the Intended Parents.
This creates a

potential conflict of interest between the Intended Parents and DGA. Intended Parents are fully informed of the potential for a conflict of interest and hereby waive any potential conflict of interest that may arise and indicate that they desire to proceed with this Agreement and utilize the services of DGA despite the potential conflict.
- B. Intended Parents hereby release and discharge DGA and any of its representatives from all liability and all manner of actions, causes of actions, suits, proceedings, debts, contracts, judgments, damages, claims, and demands whatsoever in law or equity with respect to: (a) the selection of a Gestational Carrier to undergo the IVF/Embryo Transfer procedure, as contemplated herein, and to carry and give birth to Intended Parents' child(ren); (b) any referrals made by DGA to Intended Parents under this Agreement; (c) any complications of conception, childbirth, or delivery, or from the birth of any infant abnormal in any respect; (d) any adverse consequences which may arise as a result of their participation in this Agreement except for acts involving willful misconduct and gross negligence. Intended Parents agree to hold DGA harmless and indemnify

DGA for any claims arising out of services provided in this Agreement or any disputes, manners, or causes of action, which arise out of Intended Parents' participation in the activities described herein.

Furthermore, Intended Parents agree to compensate DGA or any of its agents or representatives for time spent or services performed and; (2) to indemnify and hold harmless DGA or any of its agents or representatives for its involvement in any causes of actions, suits, proceedings, debts, contracts, judgments, damages, claims and demands between them and their gestational carrier, egg donor or sperm donor or individuals not a party to this Service Agreement, if arising from services provided in this Agreement or from any disputes, manners or causes of action which arise from Intended Parents' participation in the activities described herein. The types of claims contemplated include, but are not limited to, divorce proceedings, as well as custody disputes involving the Intended Parents.

IX. TERMS AND CONDITIONS

- A. **AMENDMENT.** DGA agrees to notify Intended Parents of all changes to the scope of responsibility as delineated in this Agreement in a timely and responsible manner. Likewise, Intended Parents agree to notify DGA of all changes to their personal situation that may influence the responsibilities of DGA in a timely and reasonable manner. This Agreement may only be modified by subsequent agreement of the Parties codified by an instrument in writing signed by all Parties.
- B. **WAIVER.** The failure of any Party hereto to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any of the provisions herein shall not be construed to be a waiver of said provision, 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 provisions 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 affect, impair or invalidate any other covenant, condition or other provision contained in this Agreement.
- D. **NON-ASSIGNABILITY.** This Agreement is a contract for personal services and none of the terms, conditions and obligations set forth herein may be assigned by either Party at any time without the written consent of either Party. This Agreement shall be binding on the Parties hereto, their heirs, representatives, successors, executors, administrators, and assigns.
- E. **HEADINGS.** Paragraph headings are intended for convenience only and do not comprise any part of the Agreement of the Parties as expressed in this

instrument.

- F. **CONFIDENTIALITY.** This Agreement and its terms and conditions shall be held confidential by the Parties and shall not be communicated to any third party without the written consent of all Parties.
- G. **APPLICABLE LAW.** All questions concerning the validity, operation, interpretation, and construction of this Agreement shall be governed by the laws of the State of New York, USA. The venue shall be in the County of New York, the State of New York, USA. If legal action is necessary to enforce this Agreement, attorneys' fees are recoverable.
- H. **ENTIRE AGREEMENT.** This Agreement sets forth the entire Agreement between Intended Parents and DGA about the subject matter hereof. All agreements, covenants, representations, and warranties expressed or implied, oral, or written, between Intended Parents and DGA are contained herein. No other agreements, covenants, representations, and warranties, express or implied, oral, or written, have been made by either Intended Parents or DGA to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, covenants, and warranties regarding the subject matter hereof, oral or written, are waived, merged herein and superseded hereby. This is an integrated Agreement.
- I. **EFFECTIVE DATE.** This Agreement will take effect on the date that Intended Parents execute this Agreement.
- J. **DESTRUCTION/RETENTION OF RECORDS.** If not sooner terminated by the Intended Parents or DGA, DGA's services to the Intended Parents in this matter will terminate upon the completion of the gestational carrier arrangement, by either termination of the GC Contract or by delivery of child(ren). Following the termination of the service agreement, it is DGA's policy to electronically scan and store the client file for seven (7) years after the file is closed. At the end of that period, DGA will destroy those files, unless legally required to retain them for a longer period. Parents may request a copy of their file for their records, or in the case where there are confidentiality issues the record may be sent to an attorney, subject to the above time limitations.

Intended Parents have read the foregoing sections of this Agreement and understand, and agree to the terms and conditions herein. Each signatory to this Agreement agrees to be held liable, both jointly and severally, for all obligations and duties of performance under this Agreement.

THIS AGREEMENT IS INTENDED TO BE LEGALLY BINDING. TO ENSURE THAT INTENDED PARENTS HAVE A CLEAR UNDERSTANDING OF THIS AGREEMENT, THEY ARE ENCOURAGED TO ASK ANY QUESTIONS THEY MAY HAVE WITH RESPECT TO THIS AGREEMENT.

Intended Parent A

Date

Intended Parent B

Date

DGA,

Date

EXHIBIT A

CURRENT FEE SCHEDULE

Clients will pay for these services an estimated fee as detailed in Exhibit H for the services provided under this agreement. This fee applies to the Intended Parent/s providing frozen embryos to transfer to the surrogate, created at their IVF Center or delivered to the IVF Center, Exact costs will be finalized once the surrogate is selected by the Intended Parent/s and a contract is finalized with the surrogate.

Of this amount the fees payable to DGA consist of:

	\$2,500.00
□ When submitting the application form and agreement.	\$18,000.00
➤ First Payment: Due upon signing of this Agreement.	\$15,000.00
➤ Second Payment: Must be received within (7) days of match call telephone consultation and acceptance of The Gestational Carrier. Contact information will be released at this time.	\$2,500.00
➤ Travel Coordination Services for your Gestational Carrier and Husband/Partner to and from your clinic due once matched with your carrier.	
➤ All other Fees and payment schedules are detailed in the attached Form 4.	

PLEASE NOTE: ONCE PAID, THESE FEES ARE NON-REFUNDABLE IN ALL CIRCUMSTANCES. THE COMMITMENT, TIME, EXPERTISE AND RESOURCES THAT DGAMUST DEVOTE TO PROVIDING THE SERVICES HEREUNDER ARE SUBSTANTIAL AND DIFFICULT TO MEASURE. ACCORDINGLY, NO PORTION OF THE DGA FEES PAID BY INTENDED PARENTS IS REFUNDABLE, REGARDLESS OF WHETHER INTENDED PARENTS EVER RECEIVE A CHILD OR INTENDED PARENTS ELECT TO DISCONTINUE WORKING WITH REPRODUCTIVE POSSIBILITIES, EXCEPT IF DGA IS IN SUBSTANTIAL BREACH OF ITS OBLIGATIONS HEREUNDER.

Please note all insurance appeals contemplate disputes with the insurance companies directly. This does not include any legal costs involved in litigation and/or in personal appearances.

Intended Parent A

Date

Intended Parent B

Date

EXHIBIT A – 1

NOTICE TO INTERNATIONAL CLIENTS

Intended Parents who live outside the United States and are contemplating entering a gestational carrier arrangement with a gestational carrier in the United States need to be especially careful and cautious in their planning and preparation. Intended Parents who are considering working with DGA to assist them in establishing a gestational carrier arrangement with a gestational carrier in the United States must be aware of the following:

A. Our office will make every effort to match you with a gestational carrier who lives in a location where the applicable laws will allow you to be placed on the birth certificate of your child at the time of delivery or immediately following delivery. However, each case and each set of facts is unique, and our office cannot guarantee that despite our best efforts it will not take longer than anticipated to have your name(s) placed on your child's birth certificate.

B. All Parties traveling internationally require passports, including newborn children. This process can take from two to six weeks depending upon the state in which a gestational carrier delivers a child. Our office can assist you in estimating the time that you will need to remain in the United States after the birth of your child and can assist you in locating a passport agency near the hospital where your child will be delivered. Nevertheless, you should be prepared to spend a significant period in the United States following delivery if there are complications obtaining the correct birth certificate.

C. The authorities in foreign countries may not honor and/or recognize a birth certificate issued in the United States. Additionally, the authorities in some foreign countries do not recognize sole parent orders. For these reasons, it is your responsibility to reach out to a family law attorney in your home country who can provide you with the information you need to formalize the parent-child relationship between you and your child in your home country.

D. Insurance coverage can be complicated in the United States in the best of situations. It is your responsibility to contact your medical provider to confirm whether your newborn care in the United States will be covered. If your medical provider does not provide coverage, you will have several options.

1. Contact an insurance provider to find options available:

International Fertility Insurance
www.internationalfertilityinsurance.com

Or

ART Risk Insurance: Newborn Care Coverage
www.artrisksolutions.com

2. Contact your gestational carrier's service providers prior to delivery – this would include the hospital where delivery will take place – and try to negotiate the fees that will be charged for your child when it is born. You should also ask what the pediatrician fees will be during your child's hospitalization.

While our office can provide you with some guidance regarding insurance coverage, investigating and obtaining the necessary insurance coverage is your responsibility.

By signing in the spaces provided below, you acknowledge that you have been provided notice of the above and that you understand the potential complications and issues associated with entering a gestational carrier arrangement with a gestational carrier residing in the United States.

Intended Parent A

Date

Intended Parent B

Date

EXHIBIT B

INSURANCE POLICIES FOR GESTATIONAL CARRIERS AND SURROGATE PREGNANCIES

DGA("DGA") will guide you to an insurance agent who will assist you in purchasing a health insurance policy, if one is available, to cover your gestational carrier's maternity expenses. However, you acknowledge that there are no guarantees regarding coverage, and it can be difficult to obtain a health insurance policy with terms, specifically stating that medical expenses for a gestational carrier pregnancy and delivery will be paid. DGA legal counsel will review the health insurance policy that the gestational carrier currently has, or is looking to obtain, for any exclusion(s) which may result in a denial of coverage for medical expenses incurred in connection with the gestational carrier's pregnancy and/or delivery of the child. DGA **does not obtain health insurance for a gestational carrier on behalf of the Intended Parents, nor do they offer guidance on the selection process of any policy.** Please be aware that there is always some risk that a policy will not cover a gestational carrier's pregnancy or medical claims associated with such gestational carrier pregnancy.

DGA cannot be held liable for the failure of medical coverage by the health insurance policy for any and/or all expenses throughout the pregnancy and delivery. You acknowledge that you take full responsibility and liability for the pregnancy and any related medical expenses.

All Intended Parents are eligible to purchase Lloyds from London Insurance on behalf of their gestational carrier. Lloyds of London is the only policy that we are aware of, that has medical insurance coverage specifically designed for a gestational carrier pregnancy. Intended Parents can purchase through Art Risk UFI or New Life Agency as either a primary insurance policy or a secondary (back up) insurance policy. Premium costs for a primary insurance policy range between \$10,000 and \$17,000 with a deductible anywhere between \$15,000 (single baby) and \$40,000 (twins), depending upon the policy chosen. For additional information about these policies, please contact the New Life Agency directly:

International Fertility Insurance,
IFI 949-446-6956
www.internationalfertilityinsurance.com

ART Risk,
661-257-624
2
www.artrisksolutions.com

Neither DGA nor the gestational carrier will be held responsible for obtaining newborn insurance coverage. Some states will offer coverage to the child(ren) upon birth, although some policies can only be obtained once the baby has been declared well and healthy. (This means Neonatal Infant Care Unit (NICU) services for premature infants may not be covered). Prior to birth, we strongly advise our international couples to independently research a policy that they can purchase to cover medical costs incurred by their child while in the United States.

By signing below, you, the Intended Parent(s), release DGA of all liability for declined insurance and/or claims that fail to cover medical expenses for your gestational carrier's pregnancy and delivery, as well as any other expenses associated with your gestational carrier arrangement.

Intended Parent A

Date

Intended Parent B

Date

EXHIBIT C

DGA ACKNOWLEDGMENT AND CONSENT

We, and _____ understand that DGA will refer us to a law firm to perform legal work for us in connection with our gestational carrier arrangement.

We acknowledge that we have been informed, both orally and in writing, of the following:

- A. There are other companies who offer the same or similar surrogacy arrangement services as the preferred firms and that we can obtain these services from those companies.
- B. That we should seek the advice of an independent counsel to discuss whether utilization of DGA referrals is in our interest, and that DGA will give us reasonable time in which to do so.
- C. That we have the right to seek the advice of independent counsel for any issue related to this Agreement.
- D. That we are aware that at times during our surrogate journey the DGA may need to make certain decisions during the process to protect the integrity of the process which may provide a benefit to the Gestational Carrier. For example, DGA may insist that certain provisions be contained in the GC Contract or may assist a Gestational Carrier in getting payments due to her from the Intended Parents. These actions, while they may provide a benefit to the Gestational Carrier, are designed to protect the integrity of the process and the overall interests of the Intended Parents. This creates a potential conflict of interest between the Intended Parents and DGA.
 - COSTS AND FEES Payments to DGA are non-refundable due to the commitment, expertise, and resources involved. Additional costs, such as medical and insurance, are the responsibility of the Intended Parents.

Having been fully informed of the potential conflict of interest with DGA, and with the understanding that Intended Parents always have the right to seek their own independent legal advice and counsel, we have decided to retain the services of DGA.

Intended Parent A

Date

Intended Parent B

Date

EXHIBIT D

WAIVER OF POTENTIAL CONFLICT OF INTEREST

Intended Parents acknowledge that they are aware that DGA provides services to Intended Parents who want to use Gestational Carriers and that the provision of these services is not intended to and does not create an attorney-client relationship between DGA and the Intended Parents or the Gestational Carrier.

No agency, partnership, employment, or joint venture is created or intended to be created by and between the parties to this Agreement. However, because of its relationship with both Gestational Carriers and Intended Parents, DGA may need to make certain decisions during the process to protect the integrity of the process which may provide a benefit to the Gestational Carrier. For example, DGA may assist a Gestational Carrier in getting payments due to her from the Intended Parents.

These actions, while they may provide a benefit to the Gestational Carrier, are designed to protect the integrity of the process and the overall interests of the Intended Parents. This creates a potential conflict of interest between the Intended Parents and DGA. By signing this waiver, Intended Parents indicate that they are fully informed of the potential for a conflict of interest and hereby waive any potential conflict of interest that may arise and indicate that they desire to proceed with this Agreement and utilize the services of DGA despite the potential conflict.

Intended Parent A

Date

Intended Parent B

Date

EXHIBIT E

Acknowledgement of Gestational Carrier Expenses

Once your GC begins the screening process, you agree that you are unconditionally liable for all expenses incurred by your GC in connection with her preparation to be a carrier, to include lost wages for your carrier and her husband. **Lost wages are considered any unpaid time off, or the use of personal, sick or vacation time used to complete a required task for this journey.** This is true regardless of whether the GC passes her screening. Fees paid to obtain criminal background reports and home visit reports are non-refundable and once completed become part of the gestational carrier's file. The carrier is entitled to copies of such reports, and they may be utilized by her in the future.

You also agree and understand that you are responsible for paying the difference in all medical expenses incurred by your GC in relation to this arrangement after insurance has covered their part. You are responsible for all medical, hospital, pharmaceutical, and laboratory expenses related to the Gestational Carrier's pregnancy and delivery as well as efforts to become pregnant which are not covered or allowed by her present health and major medical insurance. This includes the cost of all preliminary, medical, genetic, and mental health examinations and all parentage testing required by your fertility clinic. (Pre-pregnancy costs and fertility monitoring are not covered by any Gestational Carrier's insurance.)

If you do not pay these bills within the specified time as requested on the statement and the billing party(ies) send us warning that the account is in arrears and is being sent to collections, you agree to authorize the Escrow Agent used, to pay those bills if funds are available in your escrow account or have our office place you as the responsible party so that the billing party can contact you directly for payment.

You hereby agree to these terms by signing below and returning this document to this office.

Kind regards,

Business Manager DGA

Intended Parent A

Date

Intended Parent B

Date

DGA,

Date

EXHIBIT F

Photo Release/Authorization

By our signatures below, we each hereby grant permission to DGA to take, use, publish, and republish photographs or pictures of (i) us together, or individually, (ii) our gestational carrier; and/or (iii) any child of ours born because of our arrangement with the gestational carrier. This permission extends to any photographs or pictures in which we, or our gestational carrier, or our child may be included, in whole or in part. We each understand that these photographs or pictures may be used, published, or republished in any and all media now or hereafter known, including, but not limited to print and video media for distribution over the internet or for use in television programs or films for illustration, promotional, art, editorial, advertising, trade, or any other purpose whatsoever deemed appropriate by DGA,

We hereby waive any right that we may have to inspect or approve the finished product or advertising copy (print or video) prior to distribution. We understand that the images of us, or our gestational carrier or child, may be used in public-service advertisements to promote surrogacy and assisted reproductive treatments and services. We hereby release, discharge, and agree to hold harmless DGA, their legal representatives, and assigns, and all persons acting under this permission from any liability for any claims for libel or violation of any right of publicity or privacy. We hereby warrant that we are both of full age and have read the above authorization, release, and agreement, prior to its execution.

Intended Parent A

Date

May we use your first name? Y N

May we use your last name? Y

N

Intended Parent B

Date

May we use your first name? Y N

May we use your last name? Y N

If you do not wish any photos you share with our office to be published at all, please check here ☐

EXHIBIT G

Credit Card Authorization

(To be signed only if requesting payments via Credit Cards)

Payments for services incurred under this Agreement can be made via credit card (Please note payments for services incurred via escrow or funding of your escrow account under this Agreement **cannot** be made via credit card). DGA can utilize my credit card for any expenses, which will be submitted to me for signature prior to the credit card being charged. Please note this cannot be a debit card, it must be a valid credit card. I hereby authorize the charge itemized below to be charged to my credit card.

Card Holder's Signature Required

PLEASE PRINT ALL THE INFORMATION BELOW:

My credit card no. is: _____ (Must be Visa, MasterCard or American Express only)

Type of credit card: _____

Security code on back: _____

The expiration date is: _____

The name on the card is: _____

Billing Address (associated with credit card): _____

(Include Zip Code) _____

Billing Phone Number (associated with credit card) _____

Amount of Charge: _____

Description of fee: _____

**** Any charge to this credit card authorized by the cardholder will incur an additional fee of up to 4%, which is a surcharge to cover the processing fees incurred by the Companies.**

I understand that throughout the term of this Agreement, I must sign a document confirming the charge prior to the credit card being processed. I also confirm that DGA has notified me that all payments made via credit card are non-refundable as described in this Service Agreement.

Card Holder's Signature Required