

GESTATIONAL SURROGACY AGREEMENT

This Surrogacy Agreement (hereinafter referred to as “Agreement”) is entered into by and between **Shandae Marie Huntley** (hereinafter referred to as “Surrogate” and/or “Gestational Carrier”) and **Juan Francisco Hartman** (hereinafter “Surrogate’s Partner”), on the one hand, and **Ping Shen** (“Intended Mother”) together with her husband, **Juning Wang** (“Intended Father”) on the other hand. The Surrogate and the Surrogate’s Partner are sometimes hereinafter collectively referred to as the Surrogate Couple. Intended Mother and Intended Father are together referred to as “Intended Parents.” The Surrogate Couple and Intended Parents are collectively referred to in this Agreement as the “Parties,” and each is individually referred to as a “Party.”

RECITALS

A. The Intended Parents are each over the age of 21, are a married couple, living together as husband and wife and desire to enter into this Agreement for the purpose of parenting a child or children through the services of a Surrogate (as used herein, the term “Child” shall refer to all children born through the services of Surrogate pursuant to this Agreement).

B. The Surrogate Couple, both of whom are over the age of 21, are in a committed relationship, living together in the State of Arizona. The Surrogate Couple desire to enter into this Agreement and this gestational surrogacy arrangement for the purpose of helping the Intended Parents achieve their desire to have and parent a child through the services of a gestational carrier.

C. The Surrogate warrants, based on her information and belief that Surrogate is capable of carrying and bearing healthy, normal children, and further warrants that Surrogate has previously borne at least one healthy child.

D. Intended Parents desire (and as agreed by Surrogate) that embryos created by the eggs of Intended Mother, fertilized by the sperm of Intended Father, shall be transferred to the uterus of Surrogate, so that Surrogate may become pregnant, carry a Child and give birth to a Child for Intended Parents.

E. Intended Parents desire and intend that any Child born pursuant to this Agreement shall be morally, ethically, legally, contractually and otherwise the Child of the Intended Parents for all purposes and the Intended Parents shall assume all legal and parental rights and responsibilities for the Child as the sole legal parents.

F. The Surrogate Couple desire and intend that any Child born pursuant to this Agreement shall be morally, ethically, legally, contractually and otherwise the Child of the Intended Parents for all purposes, that the Intended Parents shall assume all legal and parental rights and responsibilities for the Child as the sole legal parents, and that the Surrogate Couple do not desire nor intend to assume a parental or any other type of relationship with the Child. The Surrogate Couple specifically relinquish any and all rights, responsibilities, and claims with respect to a Child born pursuant to this Agreement, and specifically agree that it is in the best

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interest of the Child that the Child be raised by the Intended Parents and be the Child of the Intended Parents for all purposes, without interference by the Surrogate Couple.

G. The Parties to this Agreement represent and warrant that all representations, whether oral or written, made to any professional, person, entity or Party, with respect to their medical history and condition, the surrogacy arrangement, the absence of any criminal convictions, criminal charges or warrants pending, and any and all matters contained in this Agreement are true and correct to the best of their knowledge, and that they have not knowingly falsified or omitted any material information concerning these matters.

H. Each Party individually represents and warrants that he/she has never been convicted of any crime (misdemeanor or felony, including but not limited to domestic violence, any sex crime, or crime involving minors) in any jurisdiction (worldwide, including but not limited to the United States, the European Union, and Asia), and there are no such charges pending and no current outstanding warrants exist for each Party in any jurisdiction.

The Parties hereto understand that under California Family Law Code §3030, that unless a Court finds that there is no significant risk to the child, the Court will not award physical or legal custody of a child born from a surrogacy arrangement to an intended parent that has been convicted of a crime with a sexual component such that the intended parent is a registered sex offender or would be required to register as a sex offender under any state or federal law in the United States or the intended parent's country. The Intended Parents understand that any court in the United States could require a complete background check on them in conjunction with any parental rights establishment action associated with this Agreement.

I. The Parties to this Agreement represent and warrant that the decision to enter into this Agreement is a fully informed decision, made after careful and unemotional reflection, that they have come forward voluntarily to enter into this Agreement free of any economic or emotional duress, that the consent or permission of no other person is necessary for the performance of this Agreement, and that no Party has any reason to believe that any other Party did not freely and voluntarily execute this Agreement.

J. The Parties warrant that they understand that the medical procedures contemplated by this Agreement represent new, unsettled, and uncharted areas of the law. Therefore, no warranties have been and/or can be made to the Parties as to the ultimate cost, liability, or obligation of the Parties that may result from the judicial processes with respect to the matters set forth in this Agreement.

K. The Parties were introduced through Patriot Conceptions, LLC, located in California, which is a surrogacy parenting agency ("Surrogacy Agency" and/or "Agreement Facilitator"). **The Surrogacy Agency is not a party to this Agreement and therefore, makes no warranties regarding this Agreement and only facilitates this surrogacy arrangement and Agreement.** The Parties acknowledge that the Surrogacy Agency is designated to receive notice under this Agreement on behalf of the Intended Parents and the Surrogate Couple.

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L. The Parties have availed themselves of professionals located in California and acknowledge that this Agreement has been drafted in California. As such, it is the express intent of the Parties and a material term of this Agreement that this Agreement shall be governed by, construed and enforced in accordance with California law, without giving effect to any choice of or conflict of law provision or rule of any other jurisdiction, that would cause the application of the laws of any other jurisdiction other than the laws of California.

M. The Parties agree and stipulate to personal jurisdiction in California and that jurisdiction and venue for purposes of establishing parental rights only, shall vest exclusively in a court of competent jurisdiction in the State of California. For matters related to or arising under this Agreement, including interpretation and breach, regardless of the amount in controversy, the Parties agree to submit to binding arbitration before an arbitration tribunal in the State of California, regardless of the residence, nationality, or state of citizenship of the Parties or Child at the relevant time period.

N. The Parties acknowledge that they have been advised by their respective legal counsel regarding California Family Code Section 7962, the California Supreme Court decision in *Johnson v. Calvert*, 5 Cal.4th 84, 19 Cal. Rptr. 494 (1993) and the California Court of Appeal decision, *In Re Marriage of Buzzanca*, 61 Cal.App. 4th 1410 (1998). The Parties intend that said statute and cases shall apply to and govern this Agreement and the conduct contemplated herein, notwithstanding any subsequent change in the law in California, and that the Parties' intentions are as set forth in this Agreement.

O. While the Parties are entering into this Agreement with the intention of being fully bound by its terms, they have been informed by their respective legal counsel that the California legislature or Courts may declare that this Agreement is void as against public policy, in whole or in part, or held unenforceable in whole or in part.

P. The Parties warrant that they understand that if any aspect or provision of this Agreement violates any present or future non-waivable civil or constitutional right of any Party to this Agreement, or any present or future statute, law, ordinance or regulation, that aspect or provision may not be enforced. However, the Parties further warrant and agree that any said aspect or provision shall be curtailed and limited only to the extent necessary to bring it in compliance with the law.

Q. The Surrogate Couple understand that the Intended Parents have waited many years and are now expending significant time and resources to bring a child into their home and are now relying greatly on the Surrogate to carry their Child.

R. Additional Definitions:

a) As used herein, "IVF Physician" shall refer to Doctor David E. Tourgeman M.D. of HRC Encino located at 15503 Ventura Blvd #200, Encino California 91436, or such any other licensed and qualified physician that may be selected by the Intended Parents for the embryo transfer procedure, and the screening and monitoring associated with the embryo transfer procedure;

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b) As used herein, the term “Obstetrician” shall refer to the board certified and licensed Physician selected by the Surrogate and approved by the Intended Parents for the Surrogate’s obstetrical care and delivery; in the event of a change to an obstetrician mutually selected by the Parties pursuant to the terms of this Agreement, the term “Obstetrician” shall refer to the newly selected obstetrician for the Surrogate’s obstetrical care and delivery;

c) As used herein, the term “High-Risk Obstetrician” shall refer to the licensed high risk obstetrician selected by the Intended Parents and agreed upon by the Surrogate, and/or such other obstetrician, high-risk obstetrician, perinatologist and/or other health care professional, for any high-risk pregnancy and/or to provide medical treatments required by this surrogacy arrangement, including, but not limited to ultrasounds (in addition to regularly scheduled ultrasounds performed by the Obstetrician), amniocentesis, genetic testing, termination of the pregnancy and/or selective reduction.

d) As used herein, the terms “Attending Physician” or “Treating Physician” shall refer to and reference either, the IVF Physician, Obstetrician, or High-Risk Obstetrician that is the primary doctor responsible for the Surrogate’s care at any time during the course of this Agreement.

S. It is expressly understood that this Agreement in no way constitutes payment for genetic material, for a child(ren) or relinquishment of a child(ren), or payment for any consents of any kind related to the finalization of parental rights or adoption.

NOW THEREFORE, in consideration of the mutual promises contained herein and with the intentions of being fully bound hereby, the Parties agree as set forth herein:

1. PURPOSE AND INTENT OF PARTIES

The purpose and intent of this Agreement is to provide a means for the Intended Parents to become the sole parents of a Child who is carried and birthed by the Surrogate, after the transfer of embryos created by the in vitro fertilization of the eggs of Intended Mother, and the sperm of Intended Father (the “IVF/Embryo Transfer Procedure”). It is expressly understood and intended that the Surrogate Couple will not be the lawful parents of and/or raise any Child conceived through the IVF/Embryo Transfer Procedure, and the Surrogate Couple, and each of them, expressly state that they intend to and shall relinquish any parental rights, custody and/or control they may have with respect to any Child conceived and born pursuant to the IVF/Embryo Transfer Procedure and/or this Agreement, and to cooperate in any legal proceeding to declare a parental relationship between the Child and the Intended Parents. It is the Intended Parents’ specific and express intention to be the sole lawful parents of and raise any Child conceived through the IVF/Embryo Transfer Procedure contemplated herein. The IVF/Embryo Transfer procedure shall take place in California. The Parties intend that the birth of the Child shall take place in Arizona.

The foregoing Recitals are hereby incorporated into the Agreement and made a part hereof.

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2. REPRESENTATIONS AND WARRANTIES

a. The Intended Parents warrant that all information provided to any professional, person, entity or Party, either written or oral, with respect to their lack of criminal background, medical and mental condition, all social and genetic information and family histories, the surrogacy arrangement, and/or any and all matters contained in this Agreement are true and correct to the best of their knowledge, and that they have not knowingly falsified or omitted any material information concerning these matters. Intended Parents further agree that any knowing falsification or omission will constitute a material breach of this Agreement, to which all legal remedies, whether in contract or personal injury, apply. The Intended Parents further represent that they are of sound mind and capable of entering into this Agreement.

b. The Surrogate Couple, and each of them, warrant that all information provided to any professional, person, entity or Party, either written or oral, with respect to their lack of criminal background, medical and mental conditions, all social and genetic information and family histories, the surrogacy arrangement, and/or any and all matters contained in this Agreement are true and correct to the best of their knowledge, and that they have not knowingly falsified or omitted any material information concerning these matters. The Surrogate Couple, and each of them, further agree that any knowing falsification or omission will constitute a material breach of this Agreement, to which all legal remedies, whether in contract or personal injury, shall apply.

c. The Surrogate Couple, and each of them, acknowledge that they have received information about the Intended Parents and have had the opportunity to ask questions about them, all to the Surrogate Couple's complete satisfaction. The Surrogate Couple, and each of them, further represent that they are of sound mind and capable of entering into this Agreement.

d. Surrogate warrants and represents that she holds a valid Arizona Driver's License and is a United States citizen. The Surrogate Couple, and each of them, represent and warrant that neither of them are on probation or have been convicted of a felony or misdemeanor crime and there are no warrants for arrest or criminal charges against either of them that are pending.

e. The Surrogate Couple, and each of them, declare that neither Surrogate nor the Surrogate's Partner is of Native American Indian or Alaskan Indian descent, that neither she nor the Surrogate's Partner is a registered member of any Native American Indian or Alaskan Indian tribe, or is eligible to become a registered member of an Indian tribe. This includes any national or regional tribal group. The Surrogate Couple, and each of them, further declare each of them have confirmed this information with members of their immediate and extended family, and the information is true and correct to the best of their knowledge.

f. Surrogate represents that at the present time she is not receiving any form of government benefit including but not limited to welfare, food stamps (or other food subsidy), disability, unemployment or any other form of government aid, and will not apply for such assistance at any time during the term of this arrangement. Surrogate has been advised and understands that the receipt of funds under this agreement could make her ineligible for such benefits and could expose her to charges of welfare fraud. If Surrogate breaches this provision she will be solely responsible for all damages that occur.

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Likewise, Surrogate has been advised that for this same reason her minor children could be ineligible for governmental benefits if they currently receive such benefits. It is solely the responsibility of Surrogate to determine if her children are eligible to remain on governmental benefits given the family's changed financial circumstances, and to make appropriate adjustments if needed. Surrogate understands that Intended Parents have no responsibility for the cost of medical care for Surrogate's children.

g. The Parties warrant that they are comfortable with and knowledgeable about the implications and issues of conceiving a child through surrogacy.

h. The Parties warrant that the decision to enter into this Agreement is a fully informed decision, made after careful and unemotional reflection, that each Party has come forward voluntarily to enter into this Agreement free of any economic or emotional duress, and that the consent or permission of no other person is necessary for the performance of this Agreement.

i. The Parties warrant and agree they shall not discuss their personal financial needs or circumstances with each other and neither Party shall advance, loan, or give money to (any time before birth), or request an advance, loan, or gift of money, from the other party, nor attempt to add terms or change the existing terms of compensation outside of those listed in Exhibit A, attached hereto. The Parties understand that any attempt to renegotiate the financial terms of this Agreement and Exhibit A may be considered a material breach of this Agreement.

3. NO WARRANTIES OR GUARANTIES BY PROFESSIONALS

The Parties understand and agree that neither the attorneys representing any of the Parties hereto, nor any other professionals whose services have been utilized or are contemplated with respect to this Agreement, including but not limited to medical and psychological personnel, can guaranty or warrant any of the following:

- a. that any of the representations made by any of the Parties is true and correct;
- b. that any of the Parties will comply with the terms and conditions of this Agreement;
- c. that the Surrogate will in fact become pregnant and carry the Child to term;
- d. that the Surrogate medical insurance will cover any or all of the procedures contemplated by this Agreement, the pregnancy, and/or any complications arising from the conduct contemplated by this Agreement;
- e. that adequate insurance is in place and/or may be obtained to cover the Child's medical expenses; or
- f. that the Child, if conceived, will be physically and mentally healthy and free of congenital defects.

4. CUSTODY AND PARENTAL RIGHTS

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a. The Intended Parents are entering into this Agreement with the Surrogate Couple whereby Surrogate will undergo an embryo transfer procedure of fresh and/or frozen embryos created by the eggs of Intended Mother, and sperm of Intended Father, so that a Child may be taken into the home of the Intended Parents as their own lawful Child. These IVF/embryo transfer procedures shall be undertaken and/or supervised by the IVF Physician.

b. Except as otherwise specifically stated herein in this Agreement, the Intended Parents shall take immediate, full and absolute custody of the Child upon birth, notwithstanding any congenital, physical or mental abnormality of the Child, and all decisions concerning the Child's health, in utero and after delivery, shall be made by Intended Parents. Any decisions concerning the Child's health in utero will be made by the Intended Parents in conjunction with the approval of the Obstetrician, High-Risk Obstetrician, and/or IVF Physician. In the absence of a material breach on the part of the Surrogate Couple, the Surrogate Couple shall not be held liable for support, custody, or any other liability relating to the Child born pursuant to this Agreement.

c. **The Surrogate Couple, and each of them agree and understand that any Child born pursuant to the conduct contemplated by this Agreement shall be morally, ethically, legally, contractually and otherwise the Child of the Intended Parents for all purposes. The Surrogate Couple, and each of them, agree that neither she nor the Surrogate's Partner will form, or attempt to form, a parent-child relationship with any Child the Surrogate may bear pursuant to the provisions of this Agreement and the Surrogate Couple shall freely and readily, immediately at the request of the Intended Parents or their attorney, terminate all parental rights to said Child pursuant to this Agreement in order to aid the Intended Parents in legalizing their relationship with the Child, and in order to aid the Intended Parents in the formation and/or continuance of their parent-child relationship with the Child. The Surrogate Couple, and each of them, shall immediately give full custody of the Child to the Intended Parents upon the birth of the Child.**

A Judgment of Parental Rights shall be filed by the Intended Parents' attorney in California Superior Court, prior to the birth of any Child. Said Judgment shall confirm the Intended Parents as the sole legal parents, grant them all rights and responsibilities to the Child, allow the Intended Parents' names on the Child's birth certificate(s), and order the removal of the Surrogate's and/or the Surrogate's Partner's name from the medical records and birth certificate for the Child. The Surrogate Couple, and each of them agree to sign off, in a timely manner on all necessary affidavits, consents, waivers, and said Judgment in order to terminate any rights and duties, if any, she or the Surrogate's Partner has towards the Child and to attend all necessary court hearings, to establish the Intended Parents' sole parentage, prior to and/or after the Child's birth.

d. Any Child conceived and born as a result of the conduct contemplated by this Agreement shall have all testamentary and inheritance rights from the Intended Parents, as the Intended Parents' natural Child, and the Child shall have no testamentary or inheritance rights from the Surrogate Couple, or either of them. The Intended Parents shall have testamentary and inheritance rights from the Child as the Parents. The Surrogate Couple, and each of them, shall not have any testamentary or inheritance rights from the Child.

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e. The Parties independently take full legal responsibility for the completion and adequacy (except in the event of professional malpractice by any healthcare provider) of any and all physical and/or psychological exams, screenings, and/or testing.

f. The Surrogate Couple's relinquishment and waiver of rights contained herein is final and irrevocable. The Surrogate Couple, and each of them specifically understand and acknowledge that said relinquishment and waiver prohibit any legal action on their part to bring any action or suit to establish parenthood, custody, guardianship or visitation in any event, including but not limited to the event of the conviction, disability or death of the Intended Parents.

g. The Parties stipulate and agree that the conclusive presumption of paternity set forth in California Family Code Section 7540 shall not be applied herein should the issue of Child's paternity be raised by the Parties, or any of them, since, among other things, the Child will not be the "child of a wife." Rather, in such a circumstance, the Child's paternity, if at issue, shall be determined by blood/genetic testing done in accordance with the standards set forth in Family Code Section 7541, and Sections 7550 through 7558, inclusive. In addition, the Parties stipulate and agree that the rebuttable presumptions of paternity set forth in California Family Code Sections 7611 and 7613 shall also not be applied should the issue of the Child's paternity be raised by the Parties, or any of them.

h. The Parties stipulate and agree that a mother and child relationship between the Surrogate and the Child shall not be established by the fact of her having given birth to the Child as set forth in California Family Code Section 7610(a). Rather, if the maternity of the Child is at issue between the Parties, the Parties intend that maternity or non-maternity of the Surrogate shall be established by blood/genetic testing done in accordance with the standards set forth in Family Code Section 7541, and Sections 7550 through 7558, inclusive.

i. The Parties stipulate and agree that the parent and child relationship between the Intended Parents, and each of them, and the Child shall be formalized by a family court proceeding filed and completed before or after the Birth of the Child as set forth in Family Code Sections 7620(a), 7630(f), 7633, 7960, and 7962.

5. MEDICAL AND PSYCHOLOGICAL EVALUATIONS AND SCREENINGS

a. The Surrogate agrees to undergo and/or has undergone psychological evaluation and/or testing by a psychologist and/or psychotherapist designated by the IVF Physician, to the extent as determined by the IVF Physician, which evaluation and testing shall be paid for by Intended Parents. Said evaluation and/or testing shall be conducted prior to any transfer procedure contemplated herein. In addition, the Surrogate shall sign an Authorization for Release of Information, attached hereto as Exhibit "B", and any other requested HIPAA compliant medical provider authorization of release of information, specifically authorizing Intended Parents, and any third party facilitator of this Agreement (if hired) to administer this Agreement, and the Attending Physician, to review any records or information concerning all evaluations, testing and counseling during the term of this Agreement, to speak with the psychologist and/or psychotherapist concerning the counseling, evaluation and testing, and to

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obtain the psychologist's and/or psychotherapist's professional opinion concerning the suitability of any Party for participation in the surrogacy process.

Surrogate agrees she shall undergo reasonable continuing psychological counseling, if desired by the Surrogate or if requested by the Attending Physician or the Intended Parent, with the psychologist/psychotherapist designated by Attending Physician or Agreement Facilitator (if hired) at any time during this Agreement and up to two (2) month post-partum, abortion or miscarriage. The number of psychological sessions during the aforementioned period shall be determined by the psychologist/psychotherapist designated at the time, who shall be approved by the Surrogate.

b. The Surrogate Couple, and each of them, understand that they have a right to request a psychological evaluation of the Intended Parents by a mental healthcare professional and, by their signatures on this Agreement, they hereby waives such right. To the extent that any Party declines an evaluation or does not require another Party to undergo an evaluation, said Party is knowingly waiving this requirement and releases each other from any claims and/or damages which might have been prevented by said evaluations. However, all Parties agree to and shall undergo psychological counseling, evaluation and/or testing if requested by the Attending Physician.

c. The Surrogate Couple and Intended Parents have undergone, or agree to undergo, physical examinations under the direction of, and/or to the extent determined by, the IVF Physician, to determine whether the physical health and well-being of the Parties are satisfactory. The examinations shall take place prior to any transfer procedure contemplated herein, and shall be paid for by Intended Parents. Said physical examinations shall include testing for sexually transmitted diseases and reproductive tract infections (including HIV and AIDS) in order to protect the health of the Surrogate and Child. The Surrogate Couple, and each of them, agree to undergo any further medical testing that the IVF Physician, the High-Risk Obstetrician and/or the Obstetrician deems necessary, while this Agreement is in effect and continuing up to two (2) months post-partum, abortion or miscarriage, paid for by the Intended Parents.

d. The IVF Physician, in his or her sole discretion, may refer the Parties to another healthcare practitioner, hospital, or laboratory for a specific procedure or test. The Parties' signatures on this Agreement constitute each Party's authorization to permit each Party to have access to medical information and records, which are related to the procedures contemplated herein. The Parties agree to execute separate releases of such information if requested by any other Party to this Agreement.

6. GENERAL TRANSFER PROCEDURE

The Surrogate agrees to undergo up to three (3) embryo transfer procedures within an eighteen (18) month period, calculated from the date of the last Party's signature of this Agreement, wherein embryos legally belonging to the Intended Parents created by the eggs of Intended Mother and sperm of Intended Father will be transferred to the Surrogate's uterus. The procedure shall take place according to the times and procedures determined by the IVF Physician. The IVF Physician, with the agreement of and in consultation with Intended Parents

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and Surrogate shall determine the number of embryos to be transferred; however, in no event shall more than one (1) embryo be transferred into the uterus of the Surrogate during a cycle. Surrogate shall abstain from sexual activity as advised by IVF Physician and shall confine herself to bed rest after the transfer for such period of time as IVF Physician recommends.

7. ASSUMPTION OF MEDICAL RISKS AND RELEASE

a. Surrogate acknowledges that she has had the opportunity to seek independent medical advice regarding the medical risks involved with an IVF embryo transfer, pregnancy and related procedures, (both present and future) and that she has also been advised of the psychological and medical risks, including death, which may result from the conduct contemplated by this Agreement, and such information has been thoroughly explained to her by a physician of her choice. Surrogate further acknowledges that she has signed, or will sign (if requested) an informed consent regarding the possible medical risks associated with the medical procedures and the accompanying medications to be administered to Surrogate. Surrogate understands and agrees that it is her sole legal and personal responsibility to seek out information and become informed regarding the medical and psychological risks of the various procedures, medication and pregnancy.

b. Except as otherwise specifically provided in this Agreement, the Surrogate agrees to assume all medical, financial, and psychological risks and the Surrogate Couple agree to release the Intended Parents, the attorneys, the IVF Physician, other professionals contemplated herein and/or involved in any aspect of this surrogacy arrangement, and each said person's agents and employees, from any legal liability except professional malpractice (malfeasance or negligence).

c. The Surrogate further warrants that she is aware of the risks involved in traveling for activities contemplated by this Agreement including, but not limited to, testing, screening, monitoring, medical and other appointments. Such risks may involve intentional, criminal, and/or negligent action by third parties and/or accidents, which could lead to serious injury and/or death. The Surrogate, the Surrogate's Partner, her heirs and assigns, understand and agree to assume all of these risks associated with the conduct as contemplated by this Agreement, and to release the Intended Parents, the attorneys, their agents and employees, and the professionals and others contemplated and/or involved in any aspect of this Agreement, with respect to said risks (with the exception of legal liability for professional negligence).

NOTICE: THIS AGREEMENT LIMITS THE FINANCIAL RESPONSIBILITY OF THE INTENDED PARENTS TO THE SURROGATE AND HER FAMILY SHOULD THE SURROGATE DIE OR BECOME ILL, DISABLED OR BEDRIDDEN OR SUFFER ANY PHYSICAL OR MENTAL AILMENT AS A RESULT OF ANY OF THE CONDUCT, INCLUDING THE PREPARATION FOR PREGNANCY, PREGNANCY AND DELIVERY, CONTEMPLATED BY THIS AGREEMENT.

THE INTENDED PARENTS' FINANCIAL RESPONSIBILITY IS SPECIFICALLY LIMITED TO ONLY THOSE AMOUNTS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN EXHIBIT "A" HERETO.

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Partner's Initials: _____

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8. SURROGATE'S CONDUCT

a. **Abstinence from Sexual Activity.** The Surrogate agrees to comply completely with all medical instructions given to her by the IVF Physician and/or the Obstetrician and/or any treating High-Risk Obstetrician, including any abstinence from sexual intercourse for certain periods and further testing which either the IVF Physician, the Obstetrician and/or High-Risk Obstetrician may deem necessary. The Surrogate further agrees that she will not engage, and has not engaged, in any activity in which there is a possibility of semen being introduced into her body such that the possibility of a pregnancy other than that contemplated by this Agreement may occur. All Parties agree that from the time of the first medical examination pursuant to Section 5, above, through to the time of delivery of the Child, or such further time as directed by the IVF Physician, Obstetrician and/or High-Risk Obstetrician, she will have abstained and will continue to abstain from sexual activity, including intercourse, with any person (including the Surrogate's Partner) who has not been tested by or at the direction of the IVF Physician, that would allow the transmission of sexually transmitted diseases (including HIV and AIDS).

The Surrogate's Partner shall not have sexual relations, including intercourse, with anyone other than the Surrogate. In addition, the Surrogate's Partner agrees to comply with all instructions provided by the IVF Physician, the Obstetrician and/or High-Risk Obstetrician with respect to sexual activity. The Surrogate's Partner acknowledges and understands that this may include abstinence from sexual intercourse for certain periods of time.

In the event Surrogate becomes pregnant by any means other than that contemplated by this Agreement through any fault or negligence of her own, said pregnancy shall constitute an incurable material breach of this Agreement, to which all legal remedies apply, and in which case the Intended Parents shall have no responsibility to the child and/or any of the Surrogate's medical expenses.

The Surrogate Couple, and each of them, agree to assume parental rights and responsibilities for the child(ren) born to Surrogate if it is determined that the Surrogate is the genetic parent of the child(ren). Unless it is determined that the Surrogate or the Surrogate's Partner is the genetic parent of the child(ren), the Intended Parents agree to accept custody of and to assume full parental rights and responsibilities for the Child as the sole legal parents, immediately upon the Child's birth, regardless of any impairment of the Child (and subject to the breach provisions of this Agreement).

b. **Medical Instructions.** The Surrogate agrees to adhere to all medical instructions given to her by the IVF Physician, as well as the Obstetrician, High-Risk Obstetrician, or Attending Physician. Surrogate understands that her failure to follow all medical instructions shall be a material breach of this Agreement.

The Surrogate also agrees to follow a prenatal medical examination schedule as prescribed by the IVF Physician, Obstetrician, and/or High-Risk Obstetrician, and/or any additional medical examinations requested by the Intended Parents, as well as to adhere to all requirements regarding the taking of medicine and pre-natal and other vitamins prescribed by the IVF Physician, the Obstetrician, and/or High-Risk Obstetrician, and to attend on time all scheduled doctors' appointments.

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The Surrogate further agrees to submit to any medical test or procedure deemed necessary or advisable by the Obstetrician, High-Risk Obstetrician, and/or the IVF Physician including, but not limited to, amniocentesis, cerclage placement, chorionic villus sampling, high resolution ultrasound, and other tests after pregnancy is confirmed to detect any potential genetic or congenital defects in the fetus(es) and to undergo one or more amniocentesis, chorionic villus sampling, high resolution ultrasound or other genetic testing procedures upon the request of the Intended Parents.

Surrogate further agrees that Intended Parents may select the physician to perform said procedure(s), even if the physician is other than the IVF Physician, Obstetrician, and/or High-Risk Obstetrician. The Physician's instructions may also include, but are not limited to, frequent vaginal ultrasound procedures, two to three days of bed rest following the IVF-embryo transfer, other more extensive bed rest and/or restricted activity, abstinence from sexual intercourse, and self administration of medication orally and/or by injection for prolonged periods.

The Surrogate further agrees to use all best efforts to carry the pregnancy of the Child to full term. Except as otherwise stated herein, failure or refusal of the Surrogate to comply with all or any of the provisions of this Section shall constitute a material breach of this Agreement by Surrogate.

c. **Second Medical Opinion.** In the event a medical opinion is the determinant of any action or requirement set forth in this Agreement (i.e., bed rest, complications from delivery, or restricted activity), the Parties agree that either party may seek a second medical opinion by a physician who shall be selected by the Party requesting the second opinion. The Intended Parents shall be responsible for all costs incurred with any such requested second medical opinion with the understanding that if the Surrogate requests a second opinion, she agrees to select a doctor who is "in network" of her applicable health insurance rather than one who is not, assuming that the professional qualifications of the two physicians are of similar or equal value.

The Parties agree to fully cooperate with the facilitation of the second medical opinion, including the completion of any requested examinations or testing. In the event the second opinion fails to resolve the presenting medical issue, the Parties agree that the decision shall be made by a third physician, mutually selected by the said first two physicians, and the Parties agree to abide by that third opinion (in the event a third said physician is not mutually selected, the Parties agree that the selection of a third physician shall be made by a mediator mutually selected by the Parties).

d. **Surrogate's Conduct During the Term of This Agreement.** Surrogate agrees to take diligent care of herself during the course of and in preparation for the IVF procedure and pregnancy so as to do everything that is medically reasonable to care for an unborn Child and not engage in conduct which is detrimental to the health of an unborn Child.

i. **Diet.** Surrogate agrees to maintain healthy eating habits, including substantially reducing her intake of processed and "fast food," sodas and foods high in fat and sugar and replacing those with fresh vegetables, fresh fruits, lean meats, whole grains and dairy products, and a healthy lifestyle during the term of this Agreement, and to closely follow all dietary restrictions and instructions provided to her by the IVF

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Physician, Obstetrician, and/or High-Risk Obstetrician. At no time during the Agreement will the Surrogate switch her diet to any extreme, including vegetarian.

ii. **Limitation of Caffeine, Artificial Sweeteners and Alcohol.** Whether or not expressly forbidden by the IVF Physician and/or Surrogate's Obstetrician and/or High-Risk Obstetrician, Surrogate agrees that upon commencement of cycle medication in preparation for the embryo transfer and through the first trimester of pregnancy, eliminate and NOT consume artificial sweeteners such as Saccharine (commonly known as "Sweet and Low"), aspartame (commonly known as "Equal"), nitrates (a preservative typically found in processed lunch meats, hotdogs, sausage and bacon) and any alcohol or alcoholic beverages due to concerns regarding early miscarriage, and fetal development. The Surrogate may consume caffeinated beverages during the first trimester if approved by the IVF Physician.

Upon the commencement of the second trimester of pregnancy continuing through to birth (and continuing with pumping breast milk if applicable), the Surrogate agrees to follow the guidelines and recommendations of Surrogate's Obstetrician and/or High-Risk Obstetrician, on the consumption of caffeinated beverages, nitrates and the use of artificial sweeteners. Whether or not expressly forbidden by the IVF Physician and/or Surrogate's Obstetrician and/or High-Risk Obstetrician, Surrogate agrees NOT consume any alcohol or alcoholic beverages during the entire period of pregnancy.

iii. **No Dangerous Activities.** Surrogate agrees she will not participate in dangerous sports and activities, including, without limitation, any swimming in any open and/or natural body of water (i.e., ocean, river, stream and/or lake, due to infectious disease concerns), horseback riding, downhill skiing, scuba diving, snowboarding, auto racing, rock climbing, water or ice skating, bungee jumping, riding roller coasters or other amusement park/thrill rides, water slides, trampoline use, gymnastics, bicycle riding on public streets and/or lifting weights (or other heavy objects) in excess of limits set by the Surrogate's IVF Physician or , Obstetrician, or High-Risk Obstetrician. The Surrogate agrees not to enter any hot tub or sauna during the entire pregnancy, except as may be advised by the IVF Physician, Obstetrician, or High-Risk Obstetrician.

Neither the Surrogate nor the Surrogate's Partner shall knowingly or intentionally participate in any activities that involve the breaking of the skin or the drawing of blood without the consent of the Attending Physician, including, but not limited to, acupuncture (unless expressly requested by the Intended Parents and approved by the Attending Physician), tattooing, body piercing, or any form of elective or cosmetic surgery. Surrogate also agrees she shall avoid animal feces and shall not touch or remain in close proximity to cat litter at any time during a pregnancy.

iv. **Rest.** Surrogate agrees to get adequate sleep, and further agrees to exactly follow all instructions from the Attending Physician, concerning any restricted activity, bed rest, and to avoid contact with persons, including children who have known communicable diseases known to pose a risk to fetal development (i.e., measles). Should the Surrogate be exposed to a communicable diseases known to pose a risk to fetal

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Partner's Initials: _____

Intended Parent's Initials: _____
Intended Parent's Initials: _____

development, she agrees to immediately inform the Intended Parents, Surrogacy Agency (if hired) and her Treating Physician and follow any and all medical instructions, including quarantine if directed.

v. **Automobile.** Surrogate agrees to maintain a current and valid Arizona Driver's license and to always wear safety belts whenever riding in or operating an automobile during the term of this Agreement. Surrogate agrees she currently has and shall maintain throughout the term of this Agreement, automobile insurance coverage on the automobile used by her that, at least, meets minimum Arizona standards for liability and coverage.

vi. **No Smoking and Avoid Second Hand Smoke.** Surrogate shall not ingest, inhale, inject or otherwise take any controlled or illegal substance (with the exception of medications expressly proscribed by the Treating Physician such as hormones, etc.), smoke cigarettes, marijuana, recreational drug or use products containing nicotine during the entire term of this surrogacy arrangement. Additionally, the Surrogate agrees to use all reasonable efforts to avoid exposure to second hand smoke. The Surrogate shall also avoid any and all association with anyone known to use or suspected of using illegal drugs of any kind. In this regard, the Surrogate Couple, and each of them, represents and warrants that, as of the execution date of this Agreement, neither the Surrogate nor the Surrogate's Partner regularly and/or habitually smokes cigarettes, cigars, marijuana, or any other smoking materials.

During the term of this Agreement, the Surrogate agrees to submit to random drug, alcohol, and/or nicotine testing, testing for sexually transmitted and/or infectious diseases including HIV and AIDS, as may be requested by the IVF Physician and/or the Treating Physician, which shall be paid for by the Intended Parents, and further agrees to immediately upon request execute and deliver a written consent form to administer such testing as may be requested by the Treating Physician and/or the testing clinic or lab. Specifically, if requested by the Treating Physician, Surrogate shall submit to a minimum of monthly medical testing, including but not limited to, urine analysis for nicotine level, and any other testing the Treating Physician, in their sole discretion, may require the Surrogate to complete. If the Surrogate tests positive for alcohol, drug and/or nicotine use and/or infectious diseases then the Surrogate shall pay for the fees, costs and expenses related to such test(s), which shall be deducted from the Surrogate's compensation provided in the attached Exhibit A. Any non-compliance with this section and/or section ii above or the existence of such positive test shall constitute a material breach of this Agreement.

vii. **No Herbal or non-prescription medication.** Starting with the execution of this Agreement by all Parties, Surrogate agrees she will not take any herbal, non-prescription "over the counter" and/or homeopathic medication or herbal supplements, without the express consent of the IVF Physician and/or Attending Physician, and shall not undergo or submit to any dentistry procedures, chiropractic treatments, massage therapy, physical therapy or electronic stimulation therapy absent prior notification to the Intended Parents, and written approval of the Treating Physician.

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Partner's Initials: _____

Intended Parent's Initials: _____
Intended Parent's Initials: _____

viii. **Avoidance of Harmful Environmental Chemicals.** The Surrogate Couple, and each of them, agrees they will not undertake any home improvement projects in or around their residence (such as painting, new carpet, tile or flooring etc.) and shall not use any pesticides or herbicides, whether directly or indirectly, in or around their property or home during the course of this entire Agreement. Additionally, Surrogate agrees she shall use all reasonable and best efforts to avoid exposing herself at any time during this Agreement to harmful chemical agents, such as oven cleaners, paint products, solvents, aerosols, varnishes and solvents, pesticides, x-rays and other forms of known radiation (i.e., tanning beds, etc.)

ix. **Beauty Products.** The Surrogate further agrees not to dye her hair or use permanent hair solutions starting with the commencement of medication for the embryo transfer (excluding birth control pills) through to end of the first trimester of pregnancy. Surrogate agrees she will not dye her hair in the second and/or third trimester and/or other extended period without written approval from the Attending Physician. Additionally, Surrogate agrees not to knowingly use any topical creams, or ointments containing Vitamin A, or retinol throughout the term of any pregnancy contemplated pursuant to this Agreement.

x. **Travel.** It is understood and agreed that the birth of the Child shall take place in Arizona at Surrogate's hospital that is in-network of her insurance at the time of delivery. Furthermore, the Surrogate agrees that, while this Agreement is in effect and through her pregnancy, she will reside in the State of Arizona and shall not leave the continental United States at any time for any reason.

The Surrogate further ***agrees not to travel outside of Arizona nor travel by air after she reaches the 20th week of gestation.*** Commencing with the 36th week of gestation the Surrogate shall remain within 200 miles of the hospital in which she expects to deliver. The Surrogate further understands and agrees that she has an absolute duty to deliver the Child in the State of Arizona, and any medical costs incurred outside of Arizona and legal costs incurred to establish the Intended Parents' parentage in another state due to Surrogate's breach of this Agreement, shall be the responsibility of the Surrogate, and Surrogate shall be liable for other costs and expenses which arise from the delivery outside of Arizona.

Due to an international outbreak of the COVID-19 virus, and in light of the severity of the virus, the World Health Organization has declared a public health emergency before the Parties enter this Agreement.

At the time of entering this Agreement, the following medical guidelines are recommended for the prevention infection and transmission of the disease, which the Surrogate agrees to follow: regular hand washing, covering mouth and nose when coughing and sneezing, thoroughly cooking meat and eggs, and avoiding crowded places and close contact with anyone showing symptoms of respiratory illness such as coughing and sneezing.

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Intended Parent's Initials: _____

The Surrogate and her Partner agree and acknowledge that they shall disclose to the Treating Physician any and all travel they have undergone in the *three* (3) months preceding signing of this Agreement; and, further, the Surrogate and her Partner agree that prior to any travel outside of their county they will check the CDC list of COVID-19 affected regions and follow CDC's traveler advice until after delivery of a Child or other termination of the Gestational Carrier Agreement.

The Surrogate understands and acknowledges that new information is becoming available regarding the COVID-19 virus on a daily basis, and agree that this Agreement shall be considered to incorporate such new information – and any new precautions the Treating Physician may advise based on that information – without an additional amendment or agreement being required. All Parties agree that any party can provide all other parties with any printed or electronic materials made available by the CDC, the World Health Organization, or any other national or international organization responsible for dissemination of public health information, with a copy to the Treating Physician; and that the other parties shall review all such information and incorporate it into the precautions they are taking to avoid the COVID-19 virus if recommended by the Treating Physician.

xi. **Delivery Hospital and OB Selection.** It is expressly understood and agreed that the delivery shall take place in a Arizona licensed hospital that is in- network of Surrogate's applicable insurance at the time of birth, unless there is a medical emergency necessitating delivery elsewhere. The discretion of whether or not to have an epidural is to be made by the Surrogate, in consultation with and following the recommendation of her Obstetrician. It is further agreed that the Surrogate shall be under the care of a licensed and board certified Obstetrician and the actual delivery must be performed by a licensed and board certified Obstetrician.

Except as stated herein, Surrogate shall select the Obstetrician for the Surrogate's prenatal care and delivery, and the hospital where the delivery shall take place, provided that the Obstetrician and the hospital are in-network of Surrogate's applicable insurance and are approved by the Intended Parents. Said selections shall be made and designated as soon as reasonably possible after the execution of this Agreement.

It is expressly understood and agreed that Surrogate shall deliver at a hospital with level 2 neonatal intensive care unit if she is pregnant with multiples. Surrogate shall deliver at a hospital with level 3 neonatal intensive care unit if she is required by the Obstetrician or the IVF Physician. The delivery hospital shall be in-network of the Surrogate's insurance. In the event of the Obstetrician or the IVF Physician determine that the pregnancy is "high risk," and/or should the Surrogate or the Intended Parents lose confidence in the Obstetrician, Surrogate agrees to change to a High-Risk Obstetrician and hospital selected by the Intended Parents, provided that Intended Parents shall be responsible for the cost. The Parties agrees to work in good faith with each other for the foregoing selections.

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Partner's Initials: _____

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Intended Parent's Initials: _____

xii. **Prior Approval for Dental Visits.** Due to the risks to fetal development and gestation posed by some dental procedures, including routine teeth cleaning, the Surrogate agrees that prior to any dental procedures, including routine teeth cleaning, she shall obtain the written approval of the Attending Physician approving any such treatments and provide notice of any such treatment prior to the scheduled date to the Intended Parents.

e. **Doctor Visits and Duty to Inform Intended Parent.** Surrogate further agrees that the Intended Parents, the Agreement Facilitator (if hired) and/or the Alternative Intended Parents defined and referenced in Section 18, shall have the right to attend all doctor visits including ultrasound examinations of any kind, with due respect for the Surrogate's privacy and with the approval of the Obstetrician, High-Risk Obstetrician or the IVF Physician.

Surrogate agrees to inform Intended Parents by telephone, Skype or e-mail, at least once per week of the progress of the pregnancy, agrees to promptly (within 24 hours) inform Intended Parents of any issues and/or problems which arise with respect to the pregnancy, agrees to inform Intended Parents of all medical appointments as soon as they are scheduled, and agrees to be truthful in all respects. The Surrogate further agrees to promptly (within 24 hours with due consideration of the Parties differing time zones) respond to all contact initiated by the Intended Parents unless the Surrogate is medically unable to do so.

The Surrogate hereby waives her doctor-patient privilege, as required to perform on this Agreement, and agrees to sign the release contained in Exhibit B, attached hereto and any other release form required to allow the Intended Parents, the Agreement Facilitator(if hired) and the Alternative Intended Parents to communicate with all treating or attending medical personnel, and to review relevant medical records pertaining to Surrogate's pregnancy or health. Surrogate shall provide a copy of any additional such signed medical release forms to the Intended Parents within five (5) days of Surrogate's first appointment with her Obstetrician or High-Risk Obstetrician, once pregnancy is confirmed.

f. **Onset of Labor.** Surrogate agrees that she will notify Intended Parents upon the onset of labor and that Intended Parents shall be allowed by her to be present in the delivery room during delivery of the Child, with due respect for the Surrogate's privacy and with the approval of the Attending Physician and so long as medical conditions allow. Surrogate shall sign any consent forms necessary to facilitate this result. However, if the hospital restricts the number of people who may be present during the delivery of the Child, Surrogate understands that the Intended Parents shall be included, and understands others may be excluded.

Surrogate agrees to use all and best efforts to deliver the Child in the selected and required hospital, as set forth herein, under medical supervision. Surrogate agrees to deliver the Child by caesarean section and/or induce labor, if the Obstetrician, High-Risk Obstetrician, and/or Attending Physician so advises. The Surrogate agrees not to do anything to induce her own labor and/or deliver prior to full term, unless so advised by the IVF Physician, High-Risk Obstetrician or Obstetrician.

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Partner's Initials: _____

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Intended Parent's Initials: _____

g. The Parties further agree that all pregnancy lifestyle restrictions of the Surrogate as set forth in this Agreement shall continue during the period of time in which the Surrogate is providing breast milk as mutually determined by the Parties, if at all.

9. ABORTION, MISCARRIAGE, AND SELECTIVE TERMINATION

a. Subject to the terms of this Section and applicable laws, Intended Parents will make all abortion and fetal reduction decisions. If requested by Intended Parents, Surrogate shall consent to an abortion during the time period allowed by law for any medical reason or if there is any indication of any physical or neurological defect or abnormality.

b. Further, Surrogate agrees that she will not terminate the pregnancy without the written consent of Intended Parents; however, in the event Surrogate's health or life is substantially and imminently threatened and Surrogate's Attending Physician recommends terminating the pregnancy, such decisions may be made by Surrogate in consultation with the Attending Physician. Surrogate agrees BEFORE taking any action or making any decision regarding termination wherein the Surrogate's health or life is substantially and imminently threatened, she or the Surrogate's Partner will use all reasonable and best efforts (taking into consideration her medical condition and capacity to do so at the time), to contact the Intended Parents BEFORE making any decisions or taking any action under this Section.

c. Surrogate agrees to carry up to two (2) fetuses at one time.

d. Notwithstanding, Surrogate and Intended Parents agrees that if three (3) or more fetuses are created as a result of any individual embryo transfer procedure, at the request of the Intended Parents, Surrogate will undergo a fetal reduction procedure to reduce the number of fetuses to two (2) or one (1), at the sole discretion of the Intended Parents.

e. In the event the Surrogate chooses to exercise her right to abort, or not abort, or selectively reduce or not reduce, in a manner inconsistent with the provisions of this Section 9, it is understood that such action shall be considered to be a material breach of this Agreement, resulting in serious legal repercussions including but not limited to all remedies available to the Intended Parents in law and in equity, such as the Surrogate's and Surrogate's Partner liability for any added cost associated with the care of the Child and/or the cost of medical and other care of a Child with special needs. In addition, in said event the Surrogate Couple shall be responsible for all medical expenses with respect to Surrogate's pre-natal care and delivery, which are not covered and/or paid by insurance.

NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY, ALL PARTIES UNDERSTAND THAT A PREGNANT WOMAN MAY HAVE THE ABSOLUTE RIGHT TO ABORT OR NOT ABORT ANY FETUS SHE IS CARRYING. ANY PROMISE TO THE CONTRARY MAY BE UNENFORCEABLE.

f. In the event of a miscarriage or spontaneous abortion, or abortion at the request of the Intended Parents, as described herein (or by the attending physician as described herein), the Intended Parents shall still remain liable for any reimbursements, compensation and medical costs incurred to date by the Surrogate pursuant to the terms of this Agreement arising from or reasonably relating to any such miscarriage or abortion as described in this Section and pursuant

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Partner's Initials: _____

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Intended Parent's Initials: _____

to this Agreement which are not covered by the medical insurance discussed in Section 11 herein, except as otherwise provided in this Agreement. Notwithstanding any other provision contained herein, should the Parties desire another transfer procedure after any abortion or miscarriage provided that such transfer procedure is within the time frame specified in Section 6, this Agreement shall remain in full force and effect between the Intended Parents and the Surrogate Couple and shall begin anew pursuant to Exhibit A hereto.

10. CONSIDERATION

a. In recognition of obligations of the Intended Parents, as set forth under California law, to support the Child from the time pregnancy is confirmed and as compensation, consideration and intended as payment to the Surrogate for her time, pain, suffering and inconvenience, Surrogate's assumption of risks, waiver and release, the Intended Parents agree to pay the Surrogate the amount indicated in Exhibit A, attached hereto and incorporated by this reference.

b. The Surrogate agrees to present to Intended Parents proper evidence, documentation, or verifiable information that the Surrogate has incurred or will incur the following kinds of expenses directly relating to the pregnancy and the birth of the Child, as described herein, which the Intended Parents shall pay forthwith: obstetrical, nursing, hospital and maternity care, pharmaceuticals, and pediatric care, or other medical costs payable under this Agreement by the Intended Parents, which are not covered by the medical insurance as set forth in Section 11 herein. The Intended Parents shall be responsible for all non-covered medical payments not paid by Surrogate's medical insurance related to the pregnancy, as more fully set forth in Section 11, below. Payments for medical expenses not yet incurred by the Surrogate shall only be made when advance payment is necessary or appropriate. The Surrogate agrees that, once released from the IVF Physician to the Obstetrician and/or the High Risk Obstetrician, to submit all bills as above described to applicable insurance carriers prior to submission for payment by the Intended Parents.

c. The Parties agree the consideration (payments) made by the Intended Parents to Surrogate pursuant to this Agreement constitute reasonable monetary reimbursement and compensation for all inconveniences, discomfort, pain and suffering, for pre-birth support, and for all foreseen and unforeseen losses, costs, and expenses which may be experienced by the Surrogate in carrying out and performing her obligations and is not payment for the Child or genetic material, for relinquishment or surrender of a Child, or for consent to an adoption.

11. MEDICAL INSURANCE

a. The Surrogate's PRIMARY INSURANCE POLICY shall be deemed the policy agreed upon between the Parties and purchased and paid for by the Intended Parents. The Intended Parents shall be responsible for the payment of all premiums, co-pays, applicable liens and uncovered medical expenses. If a new policy or plan needs to be purchased for the Surrogate, the Intended Parents, together with the Surrogate and a qualified health insurance broker/agent, will evaluate the health insurance policies and plans that are then available to the Surrogate and select a policy or plan that will cover the maternity care of the Surrogate as a gestational carrier for the Intended Parents and has features (e.g., the amount of the premiums,

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deductibles, co-payments, co-insurance, and annual out-of-pocket maximum; and the obstetrician, Perinatologist, and birthing hospitals that are "covered providers" under the policy or plan) that are deemed satisfactory to the Intended Parents and Surrogate.

If the Surrogate does get pregnant prior to her Primary Insurance Policy becoming effective, to the extent that the Surrogate's maternity care during the Pregnancy is not provided by the IVF Physician (the IVF Physician typically provides the gestational carrier's primary routine maternity care through the tenth (10th) to twelfth (12th) gestational week of pregnancy and such care is included in the total fee paid directly to the IVF Physician by the Intended Parents), the Surrogate's maternity care and treatment will not be paid for by health insurance. Therefore, for this "gap" period (i.e., the period between the Surrogate becoming Pregnant and the effective date of the Surrogate's Primary Insurance) the Intended Parents shall either pay cash for the maternity medical fees, costs and expenses of the Surrogate through the date of the inception of the Surrogate's Primary Insurance Policy or the Intended Parents shall purchase coverage under a "gap" insurance policy underwritten by Lloyd's of London and obtained through a qualified insurance broker (hereinafter referred to as the "Gap Insurance Policy"). In this regard, if the Intended Parents elect to purchase the "gap" insurance, then the Intended Parents shall pay the premium and make deposits as required by the insurance carrier. Thereafter, until the Surrogate's Primary Insurance Policy goes into effect, the Intended Parents shall pay for the Surrogate's maternity care and treatment with the use of the Gap Insurance Policy and, to the extent not paid for by the Gap Insurance Policy, cash payment.

b. The Surrogate understands and agrees to notify the Intended Parents immediately regarding any change(s) in effective insurance dates and/or coverage. The Surrogate further agrees to immediately inform the Intended Parents and the Agreement Facilitator (if any) of any and all notices received by or that come to the attention of the Surrogate regarding medical insurance. These notices include but are not limited to cancellation notices, past payment due notices, and changes in coverage or amendments. In the event the Intended Parents disputes the insurance billing, they hereby agree that they will take reasonable action to indemnify Surrogate from liability, including providing to the medical providers the Intended Parents' own information for contact purposes. In the event the Surrogate's said insurance is canceled and/or fails to cover the Surrogate through any fault of her own, including but not limited to any non-payment of insurance premiums (if the premiums are to be paid directly by Surrogate), failure to provide Intended Parents with any notices and/or changes on the insurance, and/or any non-disclosure or false statement on said insurance application, such conduct shall be considered a material breach of this Agreement affording the Intended Parents with all rights and remedies available to them including but not limited to the Surrogate being responsible for the payment of all non-covered medical expenses.

c. In the event new or additional medical insurance needs to be purchased pursuant to this Agreement through no fault of Surrogate, the Intended Parents shall be responsible for the cost of such new or additional medical coverage. The Surrogate shall further cooperate with the application and related procedures in the event the Intended Parents purchases any new or supplemental insurance and/or coverage with respect to the Surrogate's medical care relating to the conduct contemplated in this Agreement. In the event the Parties choose to resume a transfer procedure after an abortion or miscarriage, the Surrogate agrees that her medical

insurance policy shall continue to remain in effect for such period as set forth in Section 11 herein.

d. In the event Surrogate's existing medical insurance is terminated not due to Surrogate's fault, the Intended Parents shall be responsible for continued medical care on behalf of Surrogate under COBRA (if applicable) or to secure alternate, private insurance coverage for Surrogate as required under this Agreement. COBRA payments shall only be that portion of payments attributable to Surrogate's coverage and not for any other member of her family.

The Attorneys and any agent or employee of any said entity, are not responsible for evaluating any health insurance policy or benefits thereof. Advice and/or information regarding the potential financial risks of the Surrogate's existing health insurance policy are the individual responsibility of the Intended Parents and the Surrogate.

e. The Intended Parents are jointly and severally responsible for all medical expenses of the Child and are responsible for obtaining adequate medical insurance covering the Child. The Intended Parents acknowledge that they have been advised to obtain said adequate insurance prior to any pregnancy.

f. The Intended Parents shall jointly and severally be responsible for all "Uncovered Medical Payments" not paid by Surrogate's medical insurance related to the pregnancy, which shall be defined as those medical care expenses that are medically necessary pregnancy-related medical care, including annual deductibles, medical care relating to the embryo transfer procedure, prenatal and postpartum care and complications and which the Insurer has denied payment, or expressly excludes, through no fault of the Surrogate.

g. The Surrogate agrees to timely submit all bills for all medical treatment and care relating to the Surrogate's prenatal care, delivery and recovery to the applicable insurance carrier(s), prior to submission due to non-payment by the Insurer to the Intended Parents. Provided that said bills relating to the surrogacy arrangement are timely submitted by the Surrogate, and except as otherwise provided herein, the Intended Parents shall be responsible to pay for all Uncovered Medical Payments for the Surrogate's maternity care and treatment, which directly relate to the conduct contemplated by this Agreement (except for those medical expenses which are incurred for matters which are not reasonably necessary to perform on this Agreement, unless approved in writing by the Intended Parents).

h. The Intended Parents shall be jointly and severally responsible for payment of Surrogate's portion of her monthly health insurance premium, with payment continuing for three (3) months post birth. If the Surrogate is specifically diagnosed with complications directly resulting from any of the following actions: (a.) pregnancy, (b.) the birth of the Child, (c.) miscarriage, abortion or other termination of pregnancy, or (d.) the IVF procedure and preparation for pregnancy, and such complications are diagnosed within one (1) month of any of the aforementioned, the Intended Parents shall agree to pay the insurance premiums to continue Surrogate's health insurance policy for six (6) months, for Surrogate's portion of the policy only and no other member of her family.

The Intended Parents' obligation shall commence only upon receipt of written notice of Surrogate's diagnosis and shall extend for no more six (6) months from such date. The

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Intended Parent's Initials: _____
Intended Parent's Initials: _____

time line delineated in this provision does not apply to when any medical bills are actually received, only to when the care was obtained. However, the Surrogate Couple, and each of them, and not the Intended Parents are responsible for any medical expenses incurred outside the State of Arizona , which are not covered by insurance because the expenses are incurred outside the State of Arizona due to the Surrogate's travel outside of Arizona, which is done in violation of the terms of this Agreement, and for such other costs and expenses which arise because the expenses are incurred outside of Arizona, in violation of this Agreement. The provisions of this subsection shall not apply to an abortion in violation of this Agreement.

i. If Surrogate has a choice with respect to any medical service or health care provider in connection with this Agreement, she will choose such health care provider that is an "in-network" provider covered by the medical insurance discussed in this Section 11 of this Agreement. In the event of more than one said policy, the provider shall be covered by the insurance policy (or more than one insurance policy) as determined by the Intended Parents. Surrogate further agrees to reimburse the Intended Parents for all payments made directly to her by the insurance company for services that were paid in advance by the Intended Parents.

j. It is expressly understood and agreed that no attorney representing any Party herein shall be responsible for evaluating or investigating the existence or extent of any insurance coverage with respect to the conduct contemplated by the surrogacy and this Agreement.

k. It is recognized that the Intended Parents are not insurers and as such should not be considered third party payors. However, nothing in this Paragraph is meant to lessen the Intended Parents' obligations outlined in this Section.

l. The Surrogate agrees to reimburse the Intended Parents for any and all payments made directly to the Surrogate, by her medical insurance company (as opposed to payments by the medical insurance company made directly to the medical provider), which are for medical expenses relating to the conduct contemplated in this Agreement.

m. To the extent that any applicable insurance carrier denies, in whole, or in part, any medical fee, cost, or expense of Surrogate for medical care and treatment as contemplated in this Agreement, Intended Parents reserve the right to formally challenge such determination by said insurance carrier. In order to enable Intended Parents to formally dispute such a denial by the insurance carrier, Surrogate shall fully cooperate with Intended Parents in said dispute. Said cooperation may include, but is not limited to, initiating, processing, and advancing such challenges in Surrogate's name as the insured Party under the Surrogate's insurance policy, and/or such other cooperation as reasonably requested by the Intended Parents.

n. Any act by any Party that interferes with the insurance coverage contemplated by this Agreement shall be deemed a breach of this Agreement by that Party, and that Party shall be responsible for all uncovered expenses resulting from that act. In addition, to the extent that Surrogate's insurance is only effective within certain geographical areas, Surrogate agrees not to leave the geographical area of coverage at any time during a pregnancy or possible pregnancy, until delivery of Child or termination of the Agreement, whichever comes first.

o. **The Parties understand that the policies of Surrogate's future insurance carrier could change at any time during the term of this Agreement based either upon a change in the policy itself or in their interpretation of the policy. The Parties are cautioned to fully evaluate the coverage provided under the policy so as to fully assess the financial risks to them for uncovered medical costs and expenses. The Attorneys and any agent or employee of any said entity, are not responsible for evaluating any health insurance policy or benefits thereof. Advice and/or information regarding the potential financial risks of the Surrogate's existing health insurance policy are the individual responsibility of the Intended Parents and the Surrogate.**

p. The fact that the Surrogate's or the Surrogate's Partner's name may appear on any insurance forms, hospital documents, the birth certificate application or the birth certificate shall not be used by any party to support a claim by the Surrogate or the Surrogate's Partner regarding any legal rights concerning the Child.

q. Surrogate shall use all best efforts to remain insured with and under the medical insurance policy insurer referenced herein until Intended Parents have completed their obligations under this Agreement to pay for health insurance premiums, deductibles, co-payments and uncovered medical expenses. Failure to do so shall be considered a material breach of this Agreement.

r. If the Surrogate's medical insurance policy is terminated, or a health insurance claim is denied due to the Surrogate's negligent or intentional conduct, (including but not limited to failure to provide copies to the Intended Parents regarding any notifications/correspondence received from said insurance company within 24 hours of receipt, Surrogate's discussion to any medical provider, including but not limited to any medical or hospital staff regarding her personal opinion or belief regarding any lack of validity or applicability of said insurance) Surrogate shall be responsible for any unpaid medical bill(s) caused by such negligence or intentional conduct.

s. Further, the Parties have been advised that California Family Code §7962 (a) has been amended effective January 1, 2015 to read in pertinent part,

"(a) An assisted reproduction agreement for Gestational Carriers shall contain, but shall not be limited to, all of the following information: ... (4) Disclosure of how the Intended Parents will cover the medical expenses of the Gestational Carrier and of the newborn or newborns. If health care coverage is used to cover those medical expenses, the disclosure shall include a review of the health care policy provisions related to coverage for Gestational Carrier pregnancy, including any possible liability of the Gestational Carrier, third-party liability liens or other insurance coverage, and any notice requirements that could affect coverage or liability of the Gestational Carrier. The review and disclosure do not constitute legal advice. If coverage of liability is uncertain, a statement of that fact shall be sufficient to meet the requirements of this section."

In compliance with California Family Code Section 7962(a), once purchased, the health insurance policy of the Surrogate shall be reviewed by either a health

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Partner's Initials: _____

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insurance broker or agent, or attorney, knowledgeable and experienced in surrogacy matters, the fees and costs for such review shall be paid by the Intended Parents.

t. **The Intended Parents are informed herein the insurance industry is always changing. There is no guarantee of coverage for any plan available except for those policies written specifically for surrogacy (ART Risk or New Life Agency- Lloyds of London plans). Costs for the surrogate plans may range from \$27,000-\$42,000.00. If the Intended Parents would prefer one of these plans, they understand that this estimated amount of insurance premium is not specifically listed in Exhibit A.**

u. **The Intended Parents understand the Surrogate's personal health insurance plan shall not cover the Child's medical expenses related to the birth or hospitalization or subsequent care following discharge from the hospital. This means the Intended Parents are responsible for all medical expenses of the Child, and that under no circumstances, shall the Child be placed under the Surrogate's medical insurance. The Intended Parents shall have up to the 20th week of pregnancy to make arrangements to establish a medical plan for the newborn Child or if requested by the Trust Administrator, they shall make the deposit to provide for such insurance to the trust account.**

v. The Parties declare that they fully understand and accept Intended Parents' obligation to select and pay for medical and maternity care for the Surrogate, as well as newborn care for the baby. This requirement is embodied in new Family Code provision, Section 7962(a)(4). Intended Parents understand that the only practical way to provide this care is to purchase insurance policies for the Surrogate and newborn, and this process is now standard in the ART industry. This statute also requires full disclosure of the policies selected, and an analysis of the provisions and obligates the Parties to make sure the policies are in place and available when needed.

12. SURROGATE LIFE INSURANCE

a. The Intended Parents shall pay the costs of a term life insurance policy on the Surrogate's life with a minimum payable death benefit of the amount in coverage as provided in Exhibit A hereto and naming the Surrogate's children and/or any other family member(s) designated by Surrogate as the beneficiaries during the term of this agreement.

b. The Surrogate is solely responsible to apply for and obtain said life insurance which shall be facilitated by the Surrogacy Agency (if any). Surrogate understands that it is her responsibility to apply for said insurance at execution of this Agreement and shall remain in effect for (3) three months subsequent to the birth of the Child or longer as is reasonable if medical complications develop, as a result of the Gestational Surrogate procedure. The Surrogate agrees to provide the Intended Parents (or their agents or attorney) with a copy of the policy declarations page within 72 hours of receipt. In the event the Surrogate fails to have the insurance required herein, or keep the same in full force and effect, the Intended Parents may, but shall not be obligated to purchase the necessary insurance, pay the premium and deduct said premium payment from Surrogate's base fee compensation listed in Exhibit A.

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Partner's Initials: _____

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Intended Parent's Initials: _____

c. The annual premiums of said policy shall not exceed the amount as provided in Exhibit A hereto. The premiums on said policy shall be paid promptly upon request by the Surrogate and Intended Parents shall be responsible for reimbursement of said policy premiums if paid directly by the Surrogate.

d. In the event the Parties choose to resume a transfer procedure after an abortion or miscarriage (in which case this Agreement shall remain in full force and effect and the termination is deemed waived, as stated herein above), the life insurance policy shall again remain in effect until three (3) months subsequent to the birth of the Child or termination of the pregnancy or until termination of this Agreement.

e. The Surrogate shall fully comply and cooperate with any and all requests of any prospective life insurance policy carrier in obtaining a life insurance policy. The Surrogate's failure to so cooperate and comply, and/or failure to qualify, shall constitute a legal excuse for the Intended Parents' failure to obtain a life insurance policy, as stated above.

f. The Surrogate, the Surrogate's Partner, her heirs and assigns, agree that Intended Parents' payments of medical expenses as provided in this Agreement and the Surrogate's life insurance premium are adequate and the complete consideration to the Surrogate for assuming the risks inherent to the performance of the Surrogate's obligations under this Agreement. However, nothing in this provision shall be construed to limit the liability of any medical provider for medical malpractice or negligence.

13. FACILITATION OF LEGAL PROCESSES

a. It is the express intent of the Parties, and a material term of this Agreement, that this Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of California. The Parties acknowledge and agree that pursuant to Section 7960, et. seq. of the California Family Code, the Intended Parents may file a parentage action in the county where the Child is anticipated to be born, the county where the Surrogate resides, the county where the Intended Parents reside, the county where the assisted reproduction Agreement is executed, or the county where the medical procedures to the Agreement are to be performed.

b. The Parties stipulate and agree to submit to any venue and jurisdiction within the State of California that conforms to the requirements of Family Law Code Section 7962 (e). If necessary, all Parties hereby further stipulate and agree to execute any additional court documents, including but not limited to a Stipulation and Order, that outlines the legal justifications for the selected venue, whether based on the anticipated location for the birth of the child, the county where the Surrogate resides, the county where the Intended Parents reside, the county where the embryo transfer occurred, or the county where the agreement is executed.

c. Each Party to this Agreement agrees to facilitate and cooperate in a timely manner with the legal proceedings (pre-birth or, only if necessary, post-birth) to establish the parental rights of the Intended Parents and to terminate any parental rights, if any exist, of the Surrogate and/or the Surrogate's Partner to the Child. For instance, and by way of examples only, the Parties agree to sign any court pleadings or documents required for the hospital's discharge of the Child to Intended Parents and/or as may be necessary in connection with any legal proceeding necessary to effectuate the status of the Intended Parents as the sole legal parents of

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Partner's Initials: _____

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the Child, including adoption if necessary or requested, and further agree to attend any court hearings as necessary to effectuate said status.

d. The Intended Parents agree in a timely manner to confirm in writing their parentage after the pregnancy has been verified by, without limitation, signing a verified complaint and/or petition for judgment to establish Intended Parents' sole parentage, signing declarations in support of said complaint and/or petition for judgment to establish their parentage, signing a stipulation to establish Intended Parents as the sole legal parents of the Child, and/or by signing any and all other pleadings or documents reasonably necessary or convenient to establish Intended Parents' rights as the sole and exclusive legal parents to the Child.

e. The Surrogate Couple, and each of them, agree, in a timely manner, to confirm in writing the Intended Parents' sole parentage, and the lack of maternity, paternity and parentage of anyone other than the Intended Parents, after the pregnancy has been verified by, without limitation, signing a verified answer to Intended Parents' complaint and/or petition for judgment to establish parentage, signing declarations in support of Intended Parents' complaint and/or petition for judgment to establish their sole parentage, signing a stipulation to establish Intended Parents as the sole legal parents of the Child, and/or by signing any and all other pleadings or documents reasonably necessary or convenient to establish Intended Parents' rights as the sole and exclusive legal parent to the Child.

f. It is the responsibility of each Party to this Agreement to timely further facilitate the procedural aspects of establishing the parental rights of Intended Parents and terminating any parental rights of the Surrogate and/or the Surrogate's Partner, among other things, obtaining birth certificates, citizenship documents, marriage and divorce certificates, and/or any other documentation which may be requested by any medical provider, governmental agency, and/or any of the Parties' attorneys. Intended Parents shall pay the cost of obtaining any of said documentation.

14. BIRTH CERTIFICATE

The Surrogate Couple, and each of them, agree that it is the exclusive right of the Intended Parents to name the Child and (to the extent permissible) to insert on the Child's birth certificate the Intended Parents' names as the sole parents of the Child. Furthermore, the Surrogate Couple, and each of them, agree that the name of the Child selected by the Intended Parents shall be placed on the birth certificate issued in this case.

15. CONTACT DURING HOSPITAL STAY AND FUTURE CONTACT

Subject to the Child's health and any hospital or doctor restrictions, Surrogate, (and her partner and/or children when applicable and requested), shall be allowed to spend approximately one (1) hour with the Child while the Surrogate is in the hospital until her discharge, in order to say "goodbye" to the Child. If possible and permitted by the delivery hospital, the Intended Parents shall stay overnight in the hospital with the Child in the same room if allowed under the hospital's policy and procedures. If such accommodations are not permitted or available, the Parties understand that the Child shall stay in the nursery of the delivery hospital and not the Surrogate's hospital room.

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Partner's Initials: _____

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Intended Parent's Initials: _____

It is understood and agreed that the Intended Parents are requesting postpartum contact with the Surrogate. Any such future contact shall cease upon the written request of either Party. Surrogate and the Intended Parents understand that neither is under an obligation to maintain and/or continue any post birth contact or communications of a personal nature. Further, in the event there is postpartum contact between the Parties, it shall be social in nature only and shall not be deemed or construed to establish, or as an attempt to establish a parent-child relationship.

16. PRIVACY AND CONFIDENTIALITY

a. The Parties acknowledge that it is in the best interest of the Child that the details surrounding the Child's conception and birth shall remain private, and that any disclosure of the surrogate parenting arrangement to the Child, including the Surrogate's identity, shall be left to the sole discretion of the Intended Parents.

b. The Surrogate Couple, and each of them, agree that they will not provide, nor allow to be provided, any information regarding the identity of the Intended Parents and the Child nor any information that may reasonably lead to the disclosure of the identity of the Intended Parents and/or Child, to the public, news media, any form of social media (i.e., "Facebook", blog or other internet venue) or to any other individual (except the professionals directly involved with the contemplated surrogacy arrangement) without the express written consent of the Intended Parents. The Intended Parents agree they will not provide, nor allow to be provided, any information to the public, news media, any form of social media or to any other individual (except the professionals directly involved with the contemplated surrogacy arrangement) regarding the identity of the Surrogate as a participant in this surrogacy arrangement, without the express written consent of the Surrogate.

The Parties understand that the confidentiality as described herein does not contemplate speaking with their own close friends, relatives or others about their own involvement in the surrogacy process, which conversations are permitted. It shall not be a breach of this Agreement if the Surrogate's Partner or the Surrogate posts pictures of herself pregnant or if others post pictures of Surrogate pregnant on Facebook or other social networking sites. In this regard, the Surrogate's Partner and Surrogate agree not to provide any identifying information regarding Intended Parents in relation to these posts.

c. In order to maintain the confidentiality contemplated herein, in the event litigation arises out of this Agreement, the Parties and their legal counsel, heirs, representatives and assigns agree to make all reasonable efforts to maintain such confidentiality as to the general public. Said reasonable efforts shall include, but shall not be limited to, requesting that records be sealed, requesting that gag orders be invoked, and requesting that the court and/or other entity maintain said confidentiality in its procedures and in the conducting of hearings and refrain from releasing the identity of the Parties to the public or to the news media.

17. CHANGES IN CIRCUMSTANCE

Prior to and during the time this Agreement is in effect, the Parties agree to immediately notify their attorneys or the Surrogacy Agency (if hired) of any material change in their circumstance, which may directly or indirectly affect this Agreement. Such material changes

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include, but are not limited to, exposure to communicable illness or toxic chemicals, change in insurance coverage, loss of employment, change of employment, change in marital status, illness, use, or ingestion of drugs or alcohol, change of address or phone or other contact information, or ability to perform under this Agreement.

If Intended Parents divorce prior to the birth of the Child or after the birth of the Child but prior to establishing legal parentage, Intended Parents represent and agree that their obligations under this Agreement shall remain unchanged, and agree to equally assume all parental rights and responsibilities. Any disputes between Intended Parents regarding custody shall be resolved by Intended Parents through stipulation or determined by a court of competent jurisdiction. In the event of any dispute, Intended Parents agree to jointly assume custody of the Child from the moment of birth subject to any court order, custody proceeding or injunction.

18. EMERGENCY CONTACT AND DEATH OF INTENDED PARENTS

If either of the Intended Parents is not alive at the time of birth, Surrogate shall release the Child into the care of the survivor.

In the event of the death of both the Intended Parents prior to the birth of the Child, the Surrogate shall be entitled to the performance of all terms and conditions contained in this Agreement, notwithstanding such event. Should both Intended Parents not be alive at the time of birth, the Surrogate shall cooperate with the birth hospital and use all best efforts to release the Child into the care and custody of persons who have been designated by the Intended Parents as the "Alternative Intended Parents" in the event of their death prior to the birth. The Intended Parents will provide the contact information of the Alternative Intended Parents to the Agency within 10 days after signing this Agreement.

It is the intent of the Intended Parents that upon their mutual death prior to birth of the Child, that the Alternative Intended Parents assume all rights and responsibilities set forth in this Agreement, including the care and custody of any Child. The Intended Parents understand and agree that they shall have arranged for the support, care and custody of the Child by said Alternative Intended Parents, including by the preparation of a Nomination of Guardian, or the legal equivalent, in the Intended Parents testamentary documents to take effect upon their death.

19. INDEPENDENT LEGAL COUNSEL

a. The Intended Parents on the one hand, and the Surrogate Couple, on the other hand, shall be represented by separate counsel regarding this Agreement and any subsequent finalization of parental rights. The Intended Parents warrant that they have consulted independent legal counsel, and have been advised regarding the terms, conditions, rights, duties and liabilities arising under the conduct contemplated by this Agreement. The Surrogate Couple, and each of them, warrant that they have consulted independent legal counsel concerning this Agreement prior to signing, and have been advised regarding the terms, conditions, rights, duties and liabilities arising under the conduct contemplated by this Agreement.

b. The Intended Parents shall pay the fees of independent legal counsel for the Surrogate Couple, as provided for in Exhibit "A" hereto. Said representation and Intended Parents' obligation for payment for said representation specifically does not include any matters

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relating to any breach or enforcement of this Agreement, or any dispute arising under this Agreement. The amount of reimbursement is not intended to indicate that adequate legal representation has been obtained for the sum paid. Obtaining qualified independent legal counsel is the sole responsibility of the Surrogate Couple. The Surrogate and the Surrogate's Partner further acknowledge that each of them has the right to select and has selected counsel of their choosing.

c. All Parties understand that when one Party's attorney is paid by the other Party, this creates a potential conflict of interest because the payment could induce the Surrogate's and/or the Surrogate's Partner's attorneys to favor the person paying rather than vigorously representing the Surrogate or the Surrogate's Partner.

d. The Surrogate Couple, and each of them, have been advised of this potential conflict of interest and informed that they have the right to consult with and pay for any attorney of their own choosing, without reimbursement by the Intended Parents in order to avoid the potential conflict. All Parties waive the potential conflict of interest in order that the Surrogate Couple's legal expenses, as set forth herein, may be paid for or reimbursed by Intended Parents, subject to the limitations set forth herein and in Exhibit "A."

20. CONFIRMATION OF GENETIC PARENTAGE

Prior and/or subsequent to the birth of Child, the Surrogate and the Surrogate's Partner agree that each of them shall submit, if requested by Intended Parents, to a DNA or any other legally recognized scientific test to confirm the genetic parentage of the Child, at the expense of Intended Parents, under the direction of a physician designated by Intended Parents. The inclusion of the Surrogate and/or the Surrogate's Partner as genetic Parent of the Child by the DNA or other legally recognized scientific test shall constitute an incurable material breach on the part of the Surrogate and the Surrogate's Partner, for which all legal remedies, whether in contract or personal injury apply, and in which event Intended Parents shall have no responsibility whatsoever to the Child and shall immediately deliver physical custody of the Child to the Surrogate Couple whom shall be legally obligated to accept delivery and assume the custody and care of the Child. However, it shall not be an incurable breach in the event said exclusion or inclusion was a result of improper handling of ova, sperm or embryos by a third party. In the event the physician implants the wrong embryo(s) into the Surrogate's uterus, the Surrogate and the Surrogate's Partner shall not be held liable and shall not be deemed the legal parents. The Intended Parents assume the risks of the physician implanting the wrong embryo(s) and hold the Surrogate Couple free and harmless therefrom. Nothing in this paragraph, however, is meant to prevent the Intended Parents from recovering their losses by pursuing a medical malpractice or malfeasance suit against the physician.

21. BREACH

a. In the event that any Party materially violates any of the provisions contained herein without legal excuse, such violation shall constitute a material breach, and in addition to all other remedies available at law or equity, this Agreement may be terminated forthwith at the option of the aggrieved Party without further liability on the part of the aggrieved non-breaching Party. However, no breach or material breach of this Agreement by the Intended Parents shall

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affect the rights or obligations of the Intended Parents with respect to any Child and the Surrogate Couple's waiver and relinquishment of all parental or other rights with respect to any Child, except as otherwise specifically provided in this agreement.

In the event of a material breach by the Surrogate and/or the Surrogate's Partner and/or in the event the Intended Parents terminate this Agreement pursuant to this Section due to a material breach by the Surrogate and/or the Surrogate's Partner, the Intended Parents may be under no obligation to the Surrogate and/or the Surrogate's Partner to reimburse any of her/his expenses incurred and Intended Parents may, at their sole and exclusive discretion, be unilaterally and completely relieved of any and/or all of their financial obligations to the Surrogate and/or the Surrogate's Partner as identified in this Agreement. In addition, the Surrogate and the Surrogate's Partner shall jointly and severally reimburse to Intended Parents all expenses incurred by Intended Parents in pursuit of and in preparation for this gestational surrogacy process and all expenses and/or compensation paid by Intended Parents, including but not limited to: any surrogacy agency fees, attorneys fees, Surrogate's compensation, Surrogate's expense reimbursements, medical expenses including medical screening and any amount paid to any physician's office or other medical office, travel expenses and insurance premiums paid.

In the event of a material breach by Intended Parents, or either of them, and/or in the event the Surrogate terminates this Agreement pursuant to this Section due to a material breach by Intended Parents, or either of them, then Surrogate shall be entitled to receive all compensation and other funds payable to Surrogate under this Agreement and the Surrogate shall further be entitled to all other remedies at law and in equity.

b. As a precondition to any violation constituting a breach, the Party committing the violation shall be given written notice of such alleged violation within a reasonable time after discovery of the violation, and shall have forty-eight (48) hours from the time of said notice to cure the alleged violation, if possible, or such earlier time as is warranted by the exigency of the circumstances of the alleged violation.

c. Any violation of an express warranty herein shall constitute a material breach. The continued performance of an aggrieved Party following a material breach shall not constitute a waiver, and all rights accruing or retained by the aggrieved Party shall remain in full force and effect. In the event a material breach is subject to cure, and said cure is effectuated, the continued performance of an aggrieved Party shall then constitute a waiver.

22. ASSUMPTION OF RISKS OF ABNORMAL CHILD/GENDER OF CHILD

Intended Parents are aware of the risks that the Child may possess physical, mental, genetic, and/or congenital abnormalities or defects, and that gender selection procedures may not produce the results desired. Intended Parents understand these risks and agree to accept the legal and parental responsibilities (except as otherwise provided in this Agreement) for any Child born as a result of this Agreement, regardless of whether the Child possesses any genetic or congenital abnormalities or any physical or mental defects or regardless of the gender of the Child.

NOTWITHSTANDING ANY MATERIAL INCURABLE BREACH OF THIS AGREEMENT ON THE PART OF SURROGATE AND/OR THE SURROGATE'S PARTNER, INTENDED PARENTS SHALL TAKE IMMEDIATE CUSTODY OF THE

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Partner's Initials: _____

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Intended Parent's Initials: _____

CHILD UPON BIRTH AND SHALL ASSUME FULL AND ABSOLUTE PARENTAL RESPONSIBILITY FOR THE CHILD, REGARDLESS OF THE CHILD'S HEALTH, GENDER, OR PHYSICAL OR MENTAL CONDITION, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT.

23. CORD BLOOD

If the Intended Parents request that cord blood be preserved, at or before the time of the Child's birth, Surrogate agrees to fully cooperate with all procedures necessary for preservation of the cord blood. Surrogate understands that collection of cord blood must be effectuated immediately after the Child's birth (generally, it should be completed within 15 minutes of the umbilical cord being cut). While the collection of cord blood is painless to Surrogate and Child, it will require Surrogate's cooperation. The Parties understand that once the cord blood is collected, it must be screened for a number of diseases before it is pronounced fit for storage. The Parties agree to fully cooperate in the screening process to the extent their participation is required. Intended Parents shall be responsible for making all advance arrangements for collection and storage of the cord blood. Intended Parents shall further be responsible for all costs associated with the collection, testing, and storage and transporting of the Cord blood.

24. LIFE SUPPORT

The Surrogate agrees that in the event the Surrogate is pregnant and is seriously injured or suffers a life-threatening condition during the second or third trimester of the pregnancy, if medically necessitated and advisable, and if requested by the Intended Parents, the Surrogate will be sustained with life support equipment to protect the fetus' viability and ensure a healthy birth on the Intended Parents' behalf.

The Obstetrician or High-Risk Obstetrician is to determine when the optimal time for birth will be. The Intended Parents shall be responsible to pay the cost of any non-covered expenses for said life support, in the event the life support is provided at the Intended Parents' request for the sole reason of protecting the fetus' viability. It is expressly understood that this provision is specific to this Agreement only, and only for protection of the life of the Child. The Surrogate represents that she does not have any testamentary documents and/or directives that conflict with the foregoing.

25. RESPONSIBILITIES IN THE EVENT OF STILLBIRTH OR MISCARRIAGE

In the event the Surrogate miscarries the pregnancy or delivers a stillborn Child, the Intended Parents are responsible for any resulting medical and/or hospitalization expenses, for the period as set forth in this Agreement, if not covered by the Surrogate's insurance, and the cost of any funeral or cremation requested or desired by the Intended Parents. The Intended Parents also agree that their name will be placed on the Child's birth certificate under such circumstances, to the extent legally possible, and on any death certificate for the Child, if such certificate is prepared.

26. TERM OF AGREEMENT AND TERMINATION

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Surrogate's Initials: _____
Partner's Initials: _____

Intended Parent's Initials: _____
Intended Parent's Initials: _____

a. **Notwithstanding and subject to the termination provision set forth herein, the Parties agree that it is their present intention that the Surrogate will undergo a series of up to three (3) embryo transfer procedures in an effort to obtain a healthy pregnancy within eighteen (18) months from the date of the last signature to this Agreement.**

b. Subject to the terms of this Agreement, as long as Surrogate is not carrying the embryo(s) or fetus(es) of Intended Parents as a result of an embryo transfer procedure pursuant to the terms of this Agreement or awaiting the pregnancy results of said transfer, either the Surrogate or the Intended Parents may terminate this Agreement by one (1) day written notice to the other Party. If any Party terminates this Agreement pursuant to this section, no Party shall have further obligation or liability to the other Party(ies) except that terminating party shall reimburse the other party for any expenses or other sums incurred in the performance of non-terminating party's obligations under this Agreement.

c. In the event a pregnancy is achieved pursuant to the terms of this Agreement, this Agreement shall terminate three (3) months after the birth of the Child or termination of the pregnancy. However, should the Surrogate suffer medical complications directly attributable to the birth of the Child or termination of the pregnancy, as diagnosed and determined by the Attending Physician (which shall be subject to the Second Opinion provision set forth in this Agreement) and, which are diagnosed within one (1) month of either the birth or pregnancy termination, this Agreement shall terminate six (6) months from the birth of the Child or termination of the pregnancy, whichever occurs first. Subject to exceptions set forth in this agreement, the obligation of the Intended Parents regarding the Surrogate's unpaid medical bills shall survive any Agreement termination.

27. INTENTION OF THE PARTIES

In the event of any claim or dispute between the Parties concerning the performance of the Parties contemplated by this Agreement, it is the desire of the Parties that their mutual intentions, as reflected in this Agreement, control the disposition of such dispute. The Parties' primary intentions, as mutually expressed in the Agreement, are:

a. The Parties intend that the Intended Parents shall be the sole parents of any Child conceived pursuant to this Agreement, in accordance with the terms of the Agreement.

b. Surrogate intends to provide valuable assistance to the Intended Parents by carrying the Intended Parents' Child to term and thereafter delivering to the Intended Parents a healthy Child to the fullest extent that she is capable.

c. The Intended Parents intend to utilize Surrogate's assistance to enable them to have a Child since they are unable to achieve this goal without the assistance of the Surrogate.

d. The Parties intend for the Intended Parents to have the authority to make all decisions affecting the health of the Child, both in utero and after the Child's birth, subject to and as described herein.

e. The Parties do not intend for Surrogate to be exposed to any medical risks over and above those normally associated with IVF, pregnancy and childbirth. The Parties intend

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Partner's Initials: _____

Intended Parent's Initials: _____
Intended Parent's Initials: _____

that, in the event there is a substantial risk of physical harm to Surrogate, she will have the authority to make the decisions affecting her own health.

f. The Parties expressly do not intend that any of the conduct contemplated under this Agreement be considered a donation by and/or to the Surrogate of eggs, embryos or other genetic materials.

g. The Parties intend to be fully bound by the terms of this Agreement notwithstanding any changes that may occur in the law relating to surrogacy that may otherwise affect their rights under this Agreement.

28. DISPUTE RESOLUTION/ARBITRATION

a. The Parties agree to mediate any dispute or claim arising between them out of this Agreement or any resulting transaction before resorting to arbitration or court action. Mediation is a process by which parties attempt to resolve a dispute or claim by meeting with an impartial, neutral mediator, who is authorized to facilitate the resolution of the dispute, but who is not empowered to impose a settlement on the Parties. Any said mediation shall be of reasonable length and the fees shall be divided equally among the Parties involved.

b. **If any Party commences an arbitration or court action (including a small claims court action) which is based on a dispute or claim arising or related to this Agreement without first attempting to resolve the matter through mediation, then in addition to any other remedies and damages available at law or at equity, in the discretion of the arbitrators or judge, that Party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that Party in any such arbitration or court action.**

c. In the event mediation does not resolve the dispute between the Parties, the Parties agree that all claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application or enforcement of this Agreement, EXCEPT ISSUES PERTAINING TO LEGAL CUSTODY OF THE CHILD, PARENTAL RIGHTS AND/OR PARENTAGE, shall be settled in binding arbitration in California, or as otherwise appropriate as determined by the attorneys for the Intended Parents, with California substantive law and the California Arbitration Act applied, and in accordance with the then-current rules of the American Arbitration Association, and judgment upon the award entered by the arbitrator(s) may be entered in any Court having jurisdiction thereto. Costs of arbitration, including reasonable attorneys' fees incurred by the prevailing Party in Court enforcement of the arbitration award after it is rendered by the arbitrator(s), must be paid to the prevailing Party by the Party designated by the Arbitrator(s) or Court. Said arbitration shall be conducted in the English language and the award rendered in United States dollars. Service of the Petition to Confirm the Award of the Arbitrator shall be made in the manner provided under California Code of Civil Procedure for notice. Such service shall be complete on personal delivery or the deposit of the Petition and notice in the United States mail. Should one Party either dismiss or abandon the claim or counterclaim before hearing thereon, the other Party shall be deemed the "prevailing Party" pursuant to this Agreement. Should both Parties receive judgment or award on their prospective claims, the Party in whose favor the larger judgment or award is rendered shall be deemed the "prevailing Party" pursuant to this Agreement.

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Surrogate's Initials: _____
Partner's Initials: _____

Intended Parent's Initials: _____
Intended Parent's Initials: _____

29. GOVERNING LAW, PERSONAL JURISDICTION AND VENUE

a. The Parties agree that this Agreement shall be deemed entered into in California, that the medical procedures referenced herein shall take place in California and that they have availed themselves of medical and legal professionals based in and licensed in California. The Parties further agree it is their express intent and a material term of this Agreement that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, and that California substantive law shall apply exclusive of the conflict of laws rules in California.

b. Moreover, the Parties agree that the jurisdiction and venue for any matter under this Agreement, except any parentage action, and any mediation, and arbitration for the resolution of any dispute arising under or related to this Agreement shall vest exclusively in California, or as otherwise appropriate as determined by the attorneys for the Intended Parents, regardless of the country or state and county of residence and citizenship of the Parties or Child at the relevant time period.

30. AGENCY, PARTNERSHIP, EMPLOYMENT, OR JOINT VENTURE

No agency, partnership, employment, or joint venture is created or intended to be created by the Parties.

31. TAXATION, INSURANCE AND IMMIGRATION

Neither of the attorneys is giving any of the Parties legal advice on taxation, insurance or immigration. The Parties should consult independent counsel regarding tax matters, insurance matters, or immigration matters that may arise. It is the responsibility of any Party receiving payment or other benefits pursuant to this Agreement to report receipt of said payments or benefits to the proper taxing authorities, state, federal, or otherwise. No Party shall be responsible for the tax obligations of any other Party.

32. WRITTEN AGREEMENT

This Agreement shall be amended only by a written agreement signed by all Parties, and no oral waiver of any terms of this Agreement shall be permitted.

33. EXECUTION OF AGREEMENT

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument (although each may be differently formatted or with different pagination due to transmission of the document by e-mail or fax). Any fax or copy of the executed Agreement shall have the same effect as if an original.

34. ENTIRE AGREEMENT, INTEGRATION, AND INUREMENT

This Agreement, consisting of Gestational Surrogacy Agreement and Exhibits A, B and C set forth the entire agreement between the Parties. All agreements, covenants, representations, and warranties, express and implied, written and oral, of the Parties are contained herein. No

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Surrogate's Initials: _____
Partner's Initials: _____

Intended Parent's Initials: _____
Intended Parent's Initials: _____

other agreements, covenants, representations, nor warranties, express or implied, oral or written, have been made by any Party to the other(s) with respect to this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties with respect to this Agreement are waived, merged, and superseded. This is an integrated Agreement.

This Agreement applies to, inures to the benefit of, and binds all Parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

35. INTERPRETATION

No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative or agent drafted the provisions.

36. ENFORCEABILITY OF AGREEMENT

In the event any of the provisions, whether sentences or entire paragraphs, of this Agreement are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of this Agreement. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

37. ACKNOWLEDGEMENT OF VOLUNTARY EXECUTION OF AGREEMENT

Each Party acknowledges that he/she fully understands this Agreement and its legal effect, and that he/she is signing the same freely and voluntarily, and that no Party has any reason to believe that the other Party did not freely and voluntarily execute this Agreement.

38. SURVIVAL

Any provisions of this Agreement concerning the establishment or confirmation of parental rights of the Intended Parents, the relinquishment/abandonment of any parental rights of the Surrogate and/or her Partner, confidentiality, limitations on liability, contact with the Child, any representations or warranties made pursuant to this Agreement by any Party hereto, or any risks assumed by any Party hereunder and any jurisdictional and enforceability provisions shall survive termination of this Agreement.

39. CONFLICTING MEDICAL FORMS

The Parties may be asked to sign separate medical consent forms or other documents by the IVF Physician, which may conflict with the provisions of this Agreement.

THEREFORE, IT IS THE PARTIES' OBLIGATION TO CHANGE ANY MEDICAL CONSENT FORM OR OTHER DOCUMENT THEY SIGN SO IT WILL NOT CONFLICT WITH THE TERMS OF THIS AGREEMENT WITH REGARD TO ALL MATTERS. FURTHER, THE PARTIES SPECIFICALLY AGREE THAT IF A CONFLICT SHOULD ARISE BETWEEN ANY CONSENT FORM SIGNED BY THE PARTIES AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THIS AGREEMENT SHALL PREVAIL.

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Surrogate's Initials: _____
Partner's Initials: _____

Intended Parent's Initials: _____
Intended Parent's Initials: _____

40. NOTICES

Any notice permitted, required or desired to be given pursuant to this Agreement shall be deemed to have been given two (2) business days after sending by UPS, Federal Express or other comparable overnight express courier service (with proof of receipt available), or on the same business day if personally delivered, addressed to the Parties (and/or their legal counsel, as appropriate) at the following mail addresses (the full contact information for the Parties is also set forth below to facilitate the contact and communication as set forth in the Agreement):

If to Intended Parents:

Ping Shen and Junming Wang
E-mail: prettytyping@hotmail.com

With a copy to:

Robert Rettenmaier, Esq.
Law Offices of Robert Rettenmaier, PC
250 N Golden Cir Dr Suite 104, Santa Ana, CA 92705
Phone: (714) 853-8959
E-Mail: rrettenmaier@rettenmaierlaw.com

If to Surrogate:

Shandae Marie Huntley and Juan Francisco Hartman
Address: 2795 desert Foothills Blvd, Bullhead City, AZ 86429
Phone: (928)444-6302
E-Mail: 101818riley@gmail.com

With a copy to:

Douglas Kautzky, Esq.
Law Offices of Douglas M. Kautzky
16430 Ventura Blvd., Suite 302
Encino, CA 91403
Tel.: (818) 437-8530
Email: dmkesq@dslexxtreme.com

If to either Intended Parents or Surrogate, a copy to:

Cindy Chiang and Stephanie Yu
Patriot Conceptions
Telephone: 949-529-6530
E-mail: cindyc@patriotconceptions.com and stephy@patriotconceptions.com

41. REIMBURSEMENT FOR LOSSES

In the event the Surrogate receives or is entitled to receive payments from a third party (e.g. worker's compensation, arbitration or damages award) due to injury to the Surrogate during the term of this Agreement, the Intended Parents shall be entitled to reimbursement from the Surrogate for losses sustained, limited to the actual costs and expenses paid by the Intended

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Surrogate's Initials: _____
Partner's Initials: _____

Intended Parent's Initials: _____
Intended Parent's Initials: _____

Parents to the Surrogate under the terms of this Agreement and specifically received by the Surrogate as part of the third party payment. Further, should the Surrogate receive payments from a third party due to injury to the unborn or born Child, the Intended Parents shall be entitled to be reimbursed for the full amount of such payments.

42. ACKNOWLEDGMENTS

All Parties, by signing below, acknowledge that they have carefully read and understand the provisions of this Agreement. All of the Parties agree to all terms herein and have executed this Agreement freely and without undue influence.

Additionally, the Parties separately declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is complete, true, and correct.

In compliance with California Family Code, Section 7962, subparts (c) and (d), the Parties' signatures to this Agreement "shall be notarized or witnessed by an equivalent method of affirmation" before commencement of injectable medications in preparation for an embryo transfer for assisted reproduction purposes.

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Surrogate's Initials: _____
Partner's Initials: _____

Intended Parent's Initials: _____
Intended Parent's Initials: _____

THE PARTIES' SIGNATURES MUST BE SIGNED IN THE PRESENCE OF A NOTARY

We, the undersigned, Parties to this Gestational Surrogacy Agreement, are now, and have been, represented by separate independent counsel in all matters related to the Gestational Surrogacy Agreement. Our Attorneys are licensed in the State of California. We have reviewed this Agreement in detail and had the opportunity to request clarifications and modifications. We fully understand, and agree to be bound by all terms and conditions contained therein.

Further, we have reviewed and understand the rights, responsibilities, promises, intentions, and procedures, both medical and legal, required by the relevant provisions of the Family Code, including Sections 7610, 7611, 7613, 7630, 7633, and with particular emphasis on Family Code Sections 7960 and 7962. We attest under penalty of perjury, and to the best of our knowledge and belief, that we are in full compliance with all such provisions, and understand that upon proof of compliance, our Gestational Surrogacy Agreement will be deemed presumptively valid.

We, the Intended Parents, have used the services of a reliable translator/interpreter of our own choosing (if applicable). We declare that we understand all terms and conditions of this Gestational Surrogacy Agreement and assume sole responsibility for any misunderstandings that may occur.

We also understand that the courts may/will require us to undergo a criminal background screening. We consent to this process and agree to provide the Attorney with copies of our passports, our citizenship identification cards, our dates of birth and any other information that may be required for this screening.

We, the Parties further understand that legal clearance will not be sent to the IVF clinic until our attorneys confirm that this contract has been properly signed and notarized in a manner consistent with California law. We also understand that it is our responsibility to deliver the original signed/notarized contracts to our Attorney so they will be available for the court's review during the Pre-birth order process.

Continued next pg.

Notarized signatures page 2

We declare under penalty of perjury and to the best of our knowledge and belief that the foregoing is true and correct. We affix our signatures and dates/place of signing below.

Ping Shen

INTENDED MOTHER

Date: _____

City: _____

Junming Wang

INTENDED FATHER

Date: _____

City: _____

Shandae Marie Huntley

SURROGATE

Date: _____

City: _____

Juan Francisco Hartman

SURROGATE'S PARTNER

Date: _____

City: _____

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Surrogate's Initials: _____
Partner's Initials: _____

Intended Parent's Initials: _____
Intended Parent's Initials: _____

EXHIBIT A

COMPENSATION, PAYMENT SCHEDULE AND REIMBURSEMENTS PURSUANT TO SECTION 10:

This Exhibit A shall set forth the arrangement pertaining to the financial matters between the Intended Parents and the Surrogate Couple. The Intended Parents and the Surrogate Couple shall also collectively be referred to as "Parties" or individually as "Party."

The Parties agree that the payments made by the Intended Parents to the Surrogate pursuant to this Agreement constitute reasonable compensation for all pain, suffering, discomfort, and inconveniences endured by the Surrogate as well as for pre-birth child support, for all foreseen and unforeseen losses, costs and expenses for the Surrogate, in performing their obligations herein. The Intended parents agree to reimburse and be responsible for the expenses and payments set forth herein and on Exhibit "A" hereto and incorporated herein by reference. Such payments and expenses shall be paid directly from the Intended Parent's Trust Account.

1. Trust Account. Intended Parents acknowledge that they are responsible for reasonable fees, costs and expenses the Surrogate and her family will incur that are incidental to her performance under this Agreement. The Parties agree that Agency shall have the discretion to approve expenses that, in its judgment, are reasonable and appropriate, so long as not contrary to the terms of this Agreement. Notwithstanding the foregoing, reimbursable expenses must be pregnancy related or related to the performance of the Agreement. Surrogate is only to be reimbursed up to the amount she spent out of pocket that she will not be reimbursed by another source. Such reimbursements are to be paid directly from the Intended Parents' Trust Account.

Trust Account ("Trust Account") is maintained by Law Offices of Robert Rettenmaier, PC, facilitated by the Agency and disbursed by Law Offices of Robert Rettenmaier, PC, who shall act as the Trust Account administrator ("Trust Administrator"). The Parties agree that the Trust Account shall be funded with an initial amount no less than FIFTY THOUSAND (\$50,000.00) U.S. DOLLARS (the "Initial Balance") and subsequently, any available balance in the Trust Account shall not fall below FIVE THOUSAND U.S. DOLLARS \$5,000.00 ("Minimum Balance"), during any pregnancy. The Intended Parents shall wire the Initial Balance to the Trust Account on or before ten (10) U.S. "Business Days" (herein after "Business Days", which for purposes of this Exhibit and Agreement only shall exclude federal holidays) from the date of the last signature to this Agreement or prior to Surrogate starting medications, whichever occurs earlier, to Trust Administrator.

- a. **Minimum Balance.** The Intended Parents shall replenish the Trust Account within ten (10) Business Days after receiving notice of an estimated deficiency of the Minimum Balance or a larger amount, of which is in the sole discretion of the Trust Administrator or the Agency. Any remaining funds subsequent the birth of a Child shall remain in the Trust Account until approximately twelve (12) months after a delivery, three (3) months after termination of this Agreement when no pregnancy is achieved, or six (6) months after an abortion

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Surrogate's Initials: _____
Partner's Initials: _____

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Intended Parent's Initials: _____

or a miscarriage, unless otherwise agreed to by all parties. After the specified month period (or agreement by all parties to release the funds earlier), any remaining funds shall be returned directly to the Intended Parents.

- b. **Authorizations.** All payment requests from the Trust Account shall be authorized by the Agency.
- c. **Payment Dispute between Parties.** All notices, demands and instructions for Payment to Fund Administrator from the Trust Account must be in writing. In the event conflicting demands are made or served upon the Trust Administrator or any controversy arises between the Parties hereto or with any third person arising out of or relating to this Agreement and Exhibit A, Trust Administrator shall have the absolute right to withhold and stop all further performance of this Agreement until Trust Administrator receives written notification satisfactory to the Trust Administrator of the settlement of the controversy by the Parties thereto, or by the final judgment of an arbitration and/or court of competent jurisdiction. Each Party to this Agreement and Exhibit A hereby jointly and severally promises and agrees to pay promptly upon demand, as well as to indemnify Trust Administrator from and against all litigation and interpleader costs, damages, judgments, attorney's fees, expenses, obligations and liabilities of every kind which in good faith Trust Administrator may incur or suffer in connection with or arising out of this Agreement and Exhibit A, whether said litigation, interpleader, obligation, liability or expense arises during the performance of this Agreement and Exhibit A or subsequent thereto, directly or indirectly. In the event of conflicting demands on the Trust Administrator by the Parties, the Trust Administrator may deposit any and all funds in question with the court that would have jurisdiction over the matter and, in such event, Trust Administrator is relieved of any further responsibility in connection with this Agreement and Exhibit A.

2. Waiver of Potential Conflict of Interest- No Tax Advice.

All Parties hereto acknowledge that the Trust Administrator's sole responsibility pursuant to this Agreement is as the Trust Administrator; provided, however, the Trust Administrator did act, and still is, the attorney for the Intended Parents in connection with the underlying surrogacy arrangement. In this regard, to the extent that this dual role constitutes a legal conflict of interest, the Parties, and each of them, hereby waive said conflict of interest, as evidenced by their signatures below.

Each Party hereby represents and warrants that they have had the opportunity to and consulted with counsel of their choosing prior to entering into this Agreement and this Exhibit A, as well as agreeing to the waiver of potential conflict referenced above, and that they did so voluntarily of their own free will. Each Party acknowledges that the Trust Administrator has provided no financial or tax advice to them and have been encouraged by the Trust Administrator to seek such advice from their own attorney or independent tax consultant.

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Surrogate's Initials: _____
Partner's Initials: _____

Intended Parent's Initials: _____
Intended Parent's Initials: _____

3. **Base Fee Compensation.** In recognition of the Intended Parents' obligation, as set forth under California law, to support this Child from the time pregnancy is diagnosed, the Intended Parents agree to pay FORTY-ONE THOUSAND EIGHT HUNDRED DOLLARS (\$41,800.00) ("Base Fee"). The Parties agree that this sum shall also serve as compensation for Surrogate's waiver and assumption of risks, any pain, suffering and inconvenience she may suffer. The Surrogate's Base Fee shall be paid as follows:

Surrogate's payments shall be divided into monthly installments of Four Thousand One Hundred Eighty Dollars (\$4,180.00). Surrogate's first Base Fee payment is due and payable on the first Business Day of the month directly following the month when the Fetal Heartbeat is detected via ultrasound. Thereafter, each payment is due and payable on the first Business Day of each month so long as Surrogate remains pregnant with a live fetus, with any balance due within sixteen (16) days following the birth of the Child, subject to the provisions set forth herein.

- a. **Base Fee Vesting.** In the event the Surrogate gives birth to a singleton Child during or after the completion of the 34th (or 32nd for multiples) week of gestation, (for purposes of this Agreement, "gestation" shall mean and be calculated from the date of the last embryo transfer), the Surrogate shall be entitled to all Base Fee payments within sixteen (16) business days of delivery, even if such Child is not born alive or does not survive prior to being discharged from the hospital, provided such early delivery is not due to a breach of the Surrogate under this Agreement.

In the event the Surrogate gives birth to a singleton Child prior to the completion of the 34th week (or the 32nd week for multiples) of gestation and such Child does not survive prior to hospital discharge, the Surrogate is entitled only to compensation received as of the date of delivery, provided such delivery is not due to a breach by the Surrogate of this Agreement.

4. **Multiple Fee.** The Surrogate shall receive an additional Seven Thousand Dollars (\$7,000.00) divided into 5 monthly increments for each additional Child carried. Said additional sum shall be paid in One Thousand and Four Hundred Dollars (\$1,400.00) monthly increments, starting the first business day of the month after the twentieth (20th) week of gestation, with any balance to be paid within sixteen (16) business days following the birth of the Child, subject to subsection a below and Base Fee Compensation section above.

- a. **Multiple Fee Vesting.** In the event the Surrogate gives birth to *multiples* during or after the completion of the 32nd week of gestation, Surrogate shall be entitled to all payments herein, even if one or both of the twins are not born alive or do not survive prior to being discharged from the hospital. If Surrogate gives birth to multiples prior to the 32nd week of gestation, Surrogate shall only be entitled to the payments she has already received.

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Surrogate's Initials: _____
Partner's Initials: _____

Intended Parent's Initials: _____
Intended Parent's Initials: _____

5. **Monthly Allowance.** In lieu of itemized costs, Surrogate shall be entitled to a non-accountable expense allowance ("Monthly Allowance") of Three Hundred Dollars per month (\$300.00), with the first payment paid on or about the first (1st) day of the following month after this Agreement is fully executed by the parties. This Monthly Allowance is intended to cover miscellaneous expenses such as local travel and meals (local travel refers to obligations performed within 25 miles roundtrip miles of the surrogate's residence), parking, postage and faxing charges, communication costs such as in state telephone charges, internet service fees, babysitting/child care costs and lost wages in order to attend local "routine" medical appointments (IVF Physician or Surrogate's OB/GYN located within 25 miles roundtrip miles of the Surrogate's residence), non-prescription costs such as over the counter pre-natal vitamins/supplements, and other customary miscellaneous expenses likely to be incurred by Surrogate in connection with her obligations under this Agreement. The Monthly Allowance shall continue to be paid on or about the 1st day of each successive calendar month through either of the following time periods, whichever occurs first: (1) two (2) months following the birth of the Child, or (2) one (1) month after the termination of this Agreement by either Party.

6. **Additional Payments and Reimbursements.** The Intended Parents understand and agree that in addition to the Surrogate's Base Fee referenced above, the Surrogate will, subject to the terms and conditions of this Agreement, receive payments for the following item: (all of which shall be disbursed from the Escrow Account):

- a. **Matching Bonus:** Surrogate shall receive Five Hundred Dollars (\$500.00) within ten (10) business days upon full execution of this Agreement by both Parties.
- b. **Contract Signing Bonus:** Surrogate shall receive Five Hundred Dollars (\$500.00) within ten (10) business days upon full execution of this Agreement by both Parties.
- c. **Injectable Medication Start Fee:** Surrogate shall receive Six Hundred Dollars (\$600.00) within 10 business days upon commencing injectable cycle medications for each cycle attempt excluding birth control pills and a mock cycle.
- d. **Embryo Transfer Fee.** The Surrogate shall be paid an additional One Thousand Dollars (\$1,000.00) within 10 business days after each completed embryo transfer procedure as compensation for her time, bed rest, and miscellaneous expenses associated with the transfer, such as childcare and housekeeping while she is restricted to bed rest by the IVF Physician as a result of the embryo transfer procedure. Surrogate shall also be entitled to mileage reimbursement and lost wages if she is employed for the period of time the Surrogate is attending the Embryo Transfer procedure at the IVF Clinic.
- e. **Maternity Clothing Allowance:** Surrogate shall receive Eight Hundred Dollars (\$800.00) on the 15th week of gestation for maternity clothing. Surrogate shall receive additional Two Hundred Dollars (\$200.00) for maternity clothing if she is pregnant with twins.

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Surrogate's Initials: _____
Partner's Initials: _____

Intended Parent's Initials: _____
Intended Parent's Initials: _____

7. **Cancelled/Mock Cycle Fee.** If a cycle is cancelled through no fault of a Surrogate, after she has begun injectable medication (or the equivalent, excluding birth control), she shall be paid Five Hundred Dollars (\$500.00) as a cancelation fee. If the IVF Physician requires a mock cycle the Surrogate will receive Five Hundred Dollars (\$500.00) as the mock cycle fee.

8. **Invasive Procedures and Loss of Organ.** In the event the Surrogate is required to undergo any of the following “invasive procedures,” she shall be entitled following Invasive Procedure Fee and this “Invasive Procedure Fee” shall include any childcare if needed, lost wages incurred and travel within 25 miles:

a. The amount of One Thousand Five Hundred Dollars (\$1,500.00) if the Surrogate undergoes a D&C procedure (Dilation and Curettage procedure) up to thirteen (13) weeks gestation and at fourteen weeks or thereafter, Two Thousand Five Hundred (\$2,500.00) Dollars;

b. The amount of One Thousand Five Hundred Dollars (\$1,500.00) if the Surrogate undergoes a D&E (Dilation and Evacuation) procedure up to thirteen (13) weeks gestation and at fourteen weeks or thereafter, Two Thousand Five Hundred (\$2,500.00) Dollars;

c. The amount of One Thousand Five Hundred Dollars (\$1,500.00) if the Surrogate undergoes a Selective Reduction or Termination procedure (per fetus) as recommended by the Attending Physician or requested by the Intended Parents up to thirteen (13) weeks gestation and at fourteen weeks or thereafter, Two Thousand Five Hundred (\$2,500.00) Dollars;

d. The amount of One Thousand Dollars (\$1,000.00) if the Surrogate undergoes a surgical procedure to resolve an ectopic pregnancy (a pregnancy in which the embryo has implanted outside of the uterus, typically in the fallopian tubes);

e. The amount of Five Hundred Dollars (\$500.00) if the Surrogate undergoes an Amniocentesis, CVS, Hysteroscopy, cervical cerclage or uterine biopsy;

f. The amount of Two Thousand Five Hundred Dollars (\$2,500.00) per fallopian tube or per ovary, if Surrogate suffers the loss of a fallopian tube or an Ovary within three (3) months of the Birth;

g. The amount of Seven Thousand Dollars (\$7,000.00) if the Surrogate suffers the loss of her uterus due to a full hysterectomy as a result of the Pregnancy within six (6) months of the Birth; The amount of Three Thousand Five Hundred Dollars (\$3,500.00) if the Surrogate suffers the loss of her uterus due to a half hysterectomy as a result of the Pregnancy within six (6) months of the Birth;

h. The amount of Three Thousand Dollars (\$3,000.00) if the Surrogate undergoes a medically required cesarean section delivery.

Any compensation paid to the Surrogate by the Intended Parents herein on account of the occurrence of any of the above-described invasive procedures shall constitute the full and complete measure of the Intended Parents’ liability to the Surrogate hereunder for any resulting damages for pain, suffering, discomfort, lost wages, childcare, inconvenience, and risk for

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Intended Parent’s Initials: _____
Intended Parent’s Initials: _____

undergoing such related event as well as any care or bed rest expense, or subsequent rest or recuperation time related to a “normal” and/or “standard” recovery period for such event as indicated by the treating physician. Payments under this section are due and payable after the causing event subject to the Disbursement Request Timing and the Disbursement Schedule as stated herein above.

9. Lost Wages. As of the time of matching with Intended Parents, the Surrogate was, and is employed. Subject to conditions stated hereafter, Intended Parents shall reimburse Surrogate for her net lost wages (i.e. gross lost wages less FICA, state and federal taxes, state disability insurance, and any other mandatory state and federal withholdings) from existing gainful employment (including any vacation, sick leave or other paid time-off taken for which Surrogate utilizes during this gestational surrogacy process) for following events, provided that Surrogate is able to provide a copy of pay stubs or other appropriate documentary proof showing that the claimed wage loss was incurred. Net lost wage is calculated at Surrogate’s hourly rate based on her last three paychecks prior to the triggering event. However, in the event Surrogate collects lost wages from State disability, this shall offset the amount due to the Surrogate from the Intended Parents.

Surrogate shall submit any claim for reimbursement of lost wages under this section (together with, as applicable per below, supporting medical and other documentation) to Intended Parents or the Agency within thirty (30) days after the date on which the loss is incurred. Intended Parents shall reimburse Surrogate for same within fourteen (14) business days after the receipt of each such claim submitted by Surrogate. The Surrogate is currently employed and earns approximately **\$12.48 an hour, she works 40 hours a week**. In the event of an employment change resulting a higher rate and/or more working hours after this Agreement is signed, current hourly rate and working hours shall be used to calculate her lost wages to be paid by Intended Parent.

Commented [RR1]: GC counsel please verify employment status and pay rate. Thank you!

a. Physician Ordered Bed Rest or Restricted Physical Activity

If Surrogate’s IVF/OB physician orders her to go on restricted activity or bed rest after a pregnancy is achieved, at home or in the hospital, or if Surrogate becomes temporarily or permanently disabled as a result of her pregnancy, miscarriage, abortion, or delivery, Intended Parents shall reimburse Surrogate for her lost wages up to four (4) weeks for a vaginal birth, or six (6) weeks for a cesarean section.

Intended Parents shall not be obligated to pay any claim for wage loss reimbursement under this subsection unless said claim is supported by (i) a written statement from the IVF/OB Physician setting forth a medical determination of Surrogate’s inability to work along with a clear start and end date; and, (ii) a copy of pay stubs or other appropriate documentary proof showing that the claimed wage loss was incurred by Surrogate, including proof that no worker's compensation and/or disability benefits were paid during the time the claimed wage loss was incurred.

Intended Parents’ obligation to reimburse Surrogate for lost wages under this subsection: (a) shall not extend to any wage loss incurred by Surrogate due to any illness or condition not attributable to Pregnancy or childbirth; (b) shall not extend to any wage

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Partner’s Initials: _____

Intended Parent’s Initials: _____
Intended Parent’s Initials: _____

loss for which Surrogate receives, or is entitled to receive, reimbursement from any disability insurance or any other source; and (c) shall cease upon any termination of this Agreement.

If eligible, the Surrogate shall timely apply for pregnancy related disability benefits under the State Disability Insurance ("SDI") program. To the extent Surrogate's pregnancy related disability continues without interruption (i.e., without returning to work), then during this period of pregnancy related disability for which Surrogate is paid SDI benefits (or is entitled to be paid SDI benefits if Surrogate did not apply or timely apply for such benefits), the Intended Parents shall be obligated to pay Surrogate the difference between her actual Lost Wages and the SDI benefits she receives.

b. **Companion Lost Wages.** If Surrogate's IVF/OB physician orders her to go on restricted activity or bed rest after a pregnancy is achieved, at home or in the hospital, or if Surrogate becomes temporarily or permanently disabled as a result of her pregnancy, miscarriage, abortion, or delivery, Surrogate's Companion is entitled to receive a flat rate of Five Hundred Dollars (\$500.00) per week, provided that Surrogate's companion provides proof that he/she did incur lost wages. The total lost wages paid to Surrogate's Companion shall not exceed 5 days of lost wages.

10. Doctor Ordered Bed Rest –Child Care and Household Assistance. In the event the Surrogate is given a Physician's written order of mandatory bed rest or restricted activity during and due to the pregnancy or birth, or due to miscarriage, termination or selective reduction, the Surrogate shall receive a non-accountable weekly allowance of \$250.00 to cover the costs for childcare, housekeeping and miscellaneous expenses associated with her bed rest or restrictive activity.

The Intended Parents' obligation to pay for said childcare and housekeeping under this Subsection shall only occur during the dates or term of the Physician's order and shall neither extend beyond four (4) weeks following the birth of the Child by vaginal delivery or the termination of the pregnancy, nor extend beyond six (6) weeks following the birth of the Child by C-section.

There must be a written order from the Attending Physician, based on sound medical reasons, and Surrogate must be in full compliance with that order. Additionally, any prescribed bed rest and/or restricted activity is subject to review under the second opinion provisions of this Agreement.

11. Long Distance and Overnight Travel. Surrogate shall be reimbursed for the use of her own vehicle for attending medical/psychological appointments outside her county line of residence (or more than 25 roundtrip miles) at the rate of \$0.58 per mile starting at the 26th mile and any parking fees or toll road charges as applicable. The number of miles shall be calculated by MapQuest, regardless of the route actually taken.

When Surrogate is required to attend medical/psychological appointments and such travel requires overnight accommodations ("Long Distance and Overnight Travel"), the Surrogate may travel with a selected adult companion for which the Intended Parents will pay Surrogate and this individual's travel related costs as set forth below.

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Partner's Initials: _____

Intended Parent's Initials: _____
Intended Parent's Initials: _____

For Long Distance and Overnight Travel, the Surrogate and her companion shall be reimbursed for the following: 1) \$50.00 per person for a daily non-accountable meal allowance when Surrogate is required to be away from home for 8 or more hours; and 2) Costs of the coach airfare, ground transportation (rental car or Uber or equivalent with a maximum of \$75 per day which includes gasoline, parking, insurance and tolls), and hotel accommodations with a maximum of \$250.00 per night for Surrogate and her companion, provided that all travel arrangements and costs shall be approved by the Intended Parents/Surrogacy Agency prior to any purchase or reimbursements.

12. Breast Milk Pumping. In the event the Intended Parents request that the Surrogate pump breast milk for the Child, and the Surrogate is agreeable, the Surrogate agrees to adhere to all the restrictions regarding her conduct set forth in Section 8, and shall be compensated at the weekly rate of \$300.00 commencing upon birth of the Child and continuing each week thereafter until the mutually agreed upon and/or appropriate time frame. If at any time, the Surrogate is not successful pumping and/or has extreme difficulties pumping and/or wishes to discontinue, or the Intended Parents wish to discontinue, either Party may terminate the breast milk pumping arrangement at any time during the post-partum period without causing a breach to any Agreement. All services and supplies including but not limited to a commercial hospital grade pump, bags and any other necessary supplies or professional lactation consulting services shall be paid for by the Intended Parents. Optional transportation of the breast milk such as a courier or a dry ice shipper shall be facilitated and/or paid for by the Intended Parents.

13. Health Insurance Policy. Unless Intended Parents pay cash for the Surrogate's medical care, Intended Parents shall be responsible for paying Surrogate's health insurance premiums for Surrogate's Insurance Policy. The Intended Parents Shall work with Agency to determine when the first payment should be made. The Surrogate's Insurance Policy shall remain in effect for a period of at least three (3) months after the Birth of the Child, three (3) months after a Miscarriage or Abortion, or when this Agreement is deemed terminated, whichever occurs first. The surrogate shall make the payment directly to the Insurance company for all insurance premiums. Surrogate shall request reimbursement directly from the Trust Account and Surrogate shall work with Agency on when to request Reimbursement.

The Intended Parents shall be responsible for all non-covered medical payments not paid by Surrogate's medical insurance related to the pregnancy. Should the Surrogate suffer complications directly related to the birth of the Child, which are confirmed by the Obstetrician, the Intended Parents' obligation herein shall extend for an additional three (3) months following the birth of the Child, not to exceed a total of six (6) months following the birth of the Child.

14. Pregnancy Wellness Program Surrogate shall receive a non-accountable payment of Eight Hundred Dollars (\$800.00) that is due and payable after confirmation of pregnancy by heartbeat ultrasound. This is to cover Health & Nutrition Counseling, Acupuncture, Pre-Natal Vitamins, Pregnancy Massages payment.

15. Housekeeping Allowance Surrogate shall receive housekeeping reimbursement starting from 28th week of gestation during the pregnancy, not to exceed Four Hundred Dollars (\$400.00) in total. Surrogate must provide proof of housekeeping payment in order to receive the reimbursement. Surrogate can only receive a maximum of Seventy-Five Dollars (\$75.00) per

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Partner's Initials: _____

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Intended Parent's Initials: _____

week. This Housekeeping Allowance shall be cancelled if Surrogate is receiving household assistance payment under Section 11 above.

16. Life Insurance Policy. After confirmation of pregnancy by heartbeat ultrasound, the Intended Parents shall be responsible for the premium payment, not to exceed \$500.00 per year, for an 18-month term life insurance policy in the Surrogate's name in with a beneficiary amount of up to \$250,000.00 based on Surrogate qualifications and \$100,000.00 for Intended Parents, shall be paid directly by Intended Parents or reimbursed to Surrogate by the Intended Parents. *Surrogate agrees to promptly apply for such life insurance and understand it is HER obligation to apply and not the Intended Parent.*

17. Surrogate Couple's Legal Representation. The Intended Parents shall contribute the sum not to exceed One Thousand Five Hundred Dollars (\$1,500.00) toward the cost of independent legal counsel for the Surrogate Couple, in connection with the negotiation, consultation and review of this Agreement. The Intended Parents also agree to pay the Surrogate' Couple's legal expenses not to exceed \$500.00 (if no court hearing is required) in connection with establishing the Intended Parents' parentage in California, plus all court filing fees and costs. Said representation and the Intended Parents' obligation for payment for said representation specifically excludes any matters relating to any breach or enforcement of this Agreement, or any dispute arising under this Agreement.

NOTICE

THE AGREEMENT AND THIS EXHIBIT "A" LIMITS THE FINANCIAL RESPONSIBILITY OF THE INTENDED PARENTS TO THE SURROGATE AND HER FAMILY SHOULD THE SURROGATE DIE OR BECOME ILL, DISABLED OR BEDRIDDEN OR SUFFER ANY PHYSICAL OR MENTAL AILMENT AS A RESULT OF ANY OF THE CONDUCT, INCLUDING THE PREPARATION FOR PREGNANCY, PREGNANCY AND DELIVERY, CONTEMPLATED BY THIS AGREEMENT. THE INTENDED PARENTS' RESPONSIBILITY IS SPECIFICALLY LIMITED TO ONLY THOSE AMOUNTS SPECIFICALLY SET FORTH IN THE AGREEMENT AND THIS EXHIBIT "A" OF THE AGREEMENT.

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Partner's Initials: _____

Intended Parent's Initials: _____
Intended Parent's Initials: _____

EXHIBIT B

**HIPAA RELEASE
AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION**

TO: Any licensed physician, health care professional, medical practitioner, psychotherapist, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services

RE: Shandae Marie Huntley -AUTHORIZATION TO DISCLOSE MEDICAL INFORMATION

I intend that Ping Shen and Junming Wang be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records relating, or impacting my mental health, pregnancy and birth. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (a. k. a. HIPAA), 42 U.S.C. § 1320d and 45 C.F.R. §§ 160-164. I, Shandae Marie Huntley, expressly and knowingly authorize the following:

1. any licensed physician, health care professional, medical practitioner, psychotherapist, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services;
2. to give, disclose and release to the above named individuals, without restriction;
3. all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, to include all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse.

The authority given to the above named individuals, Ping Shen and Junming Wang, shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The Authorization will be valid for up to 3 months following birth, miscarriage or abortion pursuant to the Gestational Surrogacy Agreement. I understand that I may request to receive a copy of this Authorization.

Signature: _____ (By Surrogate)

Signed at : _____ this _____, 2023.
City, State Date

Witness: _____

Print Name:

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Partner's Initials: _____

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Intended Parent's Initials: _____

Exhibit C

ZIKA VIRUS

1. Due to an international outbreak of the Zika virus, and in light of the severity of the virus, the World Health Organization has declared a public health emergency on February 1, 2016.

2. The Zika virus may cause the infected person to suffer serious health problems including neurological defects and damage to the infected person's immune system.

3. The Zika virus can be transmitted by an infected pregnant woman to the fetus she is carrying and the infected fetus may suffer irreversible damaging effects on the brain and incurable lifelong health and cognitive problems, including but not limited to microcephaly, which may result in incomplete brain development or death of the fetus.

4. The Zika virus is carried by mosquitoes and can be transmitted via a single mosquito bite.

5. The Zika virus also can be transmitted through sexual contact with an infected person or a person who has been in a Zika infected area. Recent studies have discovered Zika virus in urine and saliva, but it currently is unknown whether the virus can be transmitted through these fluids. Zika virus may also be transmitted through a blood transfusion if the blood donor was infected with the Zika virus at the time of donation.

6. The Zika virus may cause symptoms such as low-grade fever, sore body, joint pain, muscle pain, headache, red eyes and/or a body rash, and those symptoms may last from several days to one week.

7. Alternatively, the Zika virus may cause no detectable symptoms whatsoever to the infected person and in a majority of cases, there are no symptoms. Nonetheless, an infected pregnant woman who has no detectable symptoms can transmit the virus to the fetus she is carrying.

8. Currently, there is no vaccine or medication available to protect against infection of the Zika virus. At the time of entering this Agreement, the following medical guidelines are recommended for the prevention infection and transmission of the disease, which the Gestational Carrier agrees to follow if recommended by her Treating Physician:

- a. Avoid travel to areas where Zika virus transmission is ongoing.
- b. Taking steps to avoid mosquito bites during the day and night;
- c. Wearing long-sleeved shirts and long pants;
- d. Using medically approved insect repellants as recommended, on exposed skin. According to the U.S. Centers for Disease Control (CDC), insect repellents are considered safe during pregnancy when used as recommended. Products

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containing the active ingredients DEET, or IR3535 offer safe and longer-lasting protection as compared to other safe repellants such as oil of lemon eucalyptus (para-menthane-diol) and Citronella based products.

- e. Using permethrin-treated clothing and gear; staying and sleeping in screened- in or air-conditioned rooms; and maintaining one's home and yard so as to not allow small bodies of standing water such as bird baths, ponds, fountains and puddles from watering systems or poor drainage to exist, given that such small bodies of water are likely to attract mosquitoes.
- f. The Gestational Carrier agrees to use condoms in the event she visits an affected area or country (i.e., Florida, Mexico)

9. Medical recommendations regarding the Zika virus and its effects upon pregnant women and fetuses may vary over the course of the Agreement, and generally may require and include the following: regular fetal ultrasounds; utilizing condoms during sexual activity; waiting at least *twenty- eight* (28) days after a partner has left a country impacted by the Zika virus before engaging in sexual activity with that partner; blood tests of the Gestational Carrier; amniocentesis; and other possible screening, diagnostic, and detection measures.

NOW, THEREFORE, in consideration of the mutual promises contained herein and with the intention of being legally bound hereby, the Parties agree to the following additional terms:

The Gestational Carrier agrees to follow all recommendations of the Treating Physician regarding prevention of contracting the Zika virus. The Gestational Carrier understands and acknowledges that such recommendations may include those listed in the Recitals set forth above and that the Treating Physician may make recommendations beyond those listed herein. To the extent that there are costs associated with following the Treating Physicians recommendations, which costs are not covered by insurance, Intended Parents shall be responsible for all such costs.

The Gestational Carrier and her Partner/Husband agree and acknowledge that they must disclose to the Treating Physician any and all travel they have undergone in the *twelve* (12) months preceding signing of this Amendment; and, further, the Gestational Carrier and her Partner/Husband agree that they will check the CDC list of Zika affected regions prior to any travel outside their home state, and will avoid travel to any such region until after delivery of a Child or other termination of the Gestational Carrier Agreement.

The Gestational Carrier agrees to notify the Treating Physician immediately upon detection or suspicion of Zika virus symptoms or upon noticing or suspecting a mosquito bite. The Gestational Carrier agrees to take all necessary precautions to avoid being bitten by mosquitoes that are recommended by her Treating Physician, including but not limited to making all reasonable efforts to avoid areas reasonably known to have mosquitoes; using screen doors and window screens; and using mosquito/insect repellent.

The Gestational Carrier acknowledges and understands that the Zika virus can be transmitted through sexual contact with an infected person or a person who has been in a Zika infected area. Accordingly, the Gestational Carrier agrees that she will wait at least *twenty- eight*

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Partner's Initials: _____

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Intended Parent's Initials: _____

(28) days after any sexual partner has left a state or country impacted by the Zika virus before engaging in sexual activity with that partner and that they shall utilize condoms during all sexual activity for the duration of the Gestational Carrier Agreement.

The Gestational Carrier understands and acknowledges that new information is becoming available regarding the Zika virus on a daily basis, and agree that this Amendment shall be considered to incorporate such new information – and any new precautions the Treating Physician may advise based on that information – without an additional amendment or agreement being required. All Parties agree that any party can provide all other parties with any printed or electronic materials made available by the CDC, the World Health Organization, or any other national or international organization responsible for dissemination of public health information, with a copy to the Treating Physician; and that the other parties shall review all such information and incorporate it into the precautions they are taking to avoid the Zika virus if recommended by the Treating Physician. If there is a disagreement between the Parties about the relevance of any such new information, or about any requested precautions related to such new information, the disagreement shall be resolved by an Infectious Disease Physician.