



Every gestational carrier who comes to us is unique. Becoming a surrogate is a truly enriching endeavor. Although we can never give you enough to equal the measure of the gift you are giving, we like to spoil you with our best benefit package, best support system and best protection program.

Best Benefit Package

- One of the highest basic compensation in the market.
- Babytree has the most comprehensive benefits package of any agency.
At Babytree, we understand the monumental emotional, physical and mental commitment our surrogates -and their families - bring to each and every surrogacy journey. Our compensation and benefits program was created for surrogates, by surrogates; and provides the utmost security, benefits and protection of any surrogate program.
- If there is something in our benefits package that doesn't work for you -or you feel something is missing -we are happy to craft a compensation package that's personalized to your circumstances. Plus, if you find a payment or benefit at another agency that better fits what you're looking for, we'll do our best to match it!

Best Support System

- Our case coordinators are experienced surrogates, so they understand what you really need
- One-on-one 24/7 Support: Our one-on-one case management system will guide you throughout every step from screening, legal process, embryo transfer, to delivery. Furthermore, we are available for you 24/7 to take care of any emergency immediately.
- You can reach us via email, call, text us
- One-on-one professional psychological support starts from legal clearance till 2 months after birth; can last until 6 months after birth if needed
- You will be assigned with one case coordinator who will support you throughout the journey
- Monthly group meeting events to support you
- Pampering & relaxation sponsored event for every legal clearance of the surrogate mother
- If you are not satisfied with your assigned case coordinator, we will replace one for you anytime
- If you are not qualified to be a surrogate yet, we will work together to make it happen



Best Protection Program

The Babytree protection program was created because we truly care about our carriers, and we want each of them to have the most successful and rewarding journey possible. In the past, our carriers shared thoughts and improvements with their therapist, or during their exit interviews, and we took all of those conversations and suggestions to heart and improved our compensstions for our gestational carriers.

- No medical bill liability:
If you receive any medical bills after the trust account is closed, agency will settle the bills
- If the Intended Parents refuse to pay any relevant bills, including insurance lien, Agency will settle the bills
- Agency will rematch you if it's a failed transfer or there is a miscarriage
- Make sure you get your payment on time and in full
- If Intended Parents decide to abandon the child or request abortion, the surrogate mother is not comfortable with that, even she has agreed the terms in the contract. Agency will find family to adopt the child and still pay for the owed compensation if you would like to give birth the baby.



- We work hard to give you the best experience and will help you pair with Intended Parents with good quality, so the high transfer success rate can be guaranteed.
- If you are paired with Hepatitis B positive Intended Parents, or if the embryos are STD infected, you will get an additional \$3,000, whether or not the transfer is a success
- If you are paired with HIV positive Intended Parents, you will get an additional \$10000, whether or not the transfer is a success
- Protection of your privacy, we will ask your full permission before posting on social media
- We will assist in pairing you with Intended Parents who are sincere and will try to get you a successful match within 3 video interviews with intended parents, ideally just one interview.



Surrogate Benefit Package

Estimated Value of Compensation package for a first-time surrogate (excluding surrogate's lost wages and extra bedrest):

\$78000

1、Basic Compensation: (first time surrogate mother)

The figure below does not include monthly allowances or contingency fees.
The total below consists of the following fee payable to the Surrogate:

Surrogate Basic Compensation (singleton pregnancy) ----- \$60,000.00

Paid as: \$6,000.00 per month, as long as surrogate is pregnant, beginning on the first day of the month following the confirmation of fetal heartbeat by ultrasound, with the balance paid two weeks after the birth or discharge (see below). All monthly payments are for the month prior.

If surrogate delivers child on or after 34 weeks from date of embryo transfer, all payments listed above will be made even if child is stillborn or does not survive prior to hospital discharge. If surrogate delivers prior to 34 weeks from date of transfer and child does not survive prior to hospital discharge, surrogate is entitled only to compensation received thus far from the date of the last payment to the date of delivery.

If surrogate mother located out of CA, the base fee will be \$55,000

2、Additional Compensation: (2a-2k) \$10,500.00

These amounts listed below are in addition to the basic compensation listed above

a) Medical Screening Appointment-----\$300.00

After a match has been made, surrogate shall receive a flat fee for expenses incurred due to the medical screening appointment at the IVF Center chosen by the intended parents. This fee is intended to reimburse surrogate for any lost wages miscellaneous expenses such as child care, mileage, parking, housekeeping, transportation.

b) Legal Clearance Bonus-----\$1000.00

\$1,000 fee paid after full legal clearance is received from both attorneys for your match

c) Cycle Preparation Medication Start -----\$500.00

Payable when a surrogate begins cycle preparation medication other than birth control pills, prenatal vitamins and baby aspirin. This will be paid once confirmation is received from the IVF center that medication has begun

d) Embryo Transfer (per completed transfer)----- \$1500.00

Payable within one week of embryo transfer. This fee is intended to reimburse surrogate for any lost wages and miscellaneous expenses such as child care, mileage, parking, housekeeping, transportation, and compensation to the Surrogate for the routine mandatory bedrest period for the day of the IVF Embryo Transfer Procedure, and for up to two (2) additional prescribed days thereafter. Any prescribed bed rest beyond said three (3) day period (i.e., inclusive of the day of the transfer) may entitle the Surrogate to additional reimbursements for lost wages, childcare and housekeeping, if any, (see sub-paragraph 4q, below). Should physician order Surrogate to stay at a hotel after the embryo transfer, IPs agree to pay for the cost of hotel and \$100/per 24 hour period for meal allowance.

e) Confirmation of pregnancy by blood test (Beta HCG) ----- \$500.00

Payable when first beta HCG is positive as confirmed by IVF physician

f) Confirmation of pregnancy by fetal heartbeat----- \$1000.00

Payable at first ultrasound confirming heartbeat as confirmed by IVF physician

g) Maternity Clothing (total payment per pregnancy) ----- \$800.00

Payable on the first day of the month following the 14th week after embryo transfer (16 weeks of pregnancy). Surrogate shall receive an additional \$200.00 on the 22nd week after embryo transfer if carrying multiples.

h) Housekeeping/Childcare Benefits (\$500/month)

----- \$1,500.00

A non-accountable housekeeping/childcare allowance of \$500 per month will begin on the first day of the third trimester and will continue on the same day of each month thereafter that the Surrogate remains Pregnant through the date of the Birth, Miscarriage, or Abortion of the Child. If surrogate is carrying multiples, then this benefit will begin on the first day of the second trimester. The Surrogate shall not receive this allowance following the Birth, Miscarriage, or Abortion of the Child, as the Surrogate shall be receiving a childcare/housekeeping allowance following the Birth, Miscarriage, or Abortion under terms k.

i) Full and Timely Participation Bonus----- \$500.00

If approved by AGENCY, Surrogate shall receive Five Hundred Dollars (\$500.00) for her full and timely participation, such as providing the AGENCY and the Intended Parents with update after each medical appointment and weekly status update through email, messaging app, or on the mobile app MYSURRO, payable within seven (7) days following the upon delivery of the Child.

j) Support Person Lost Wages

- i. \$500 for support during and after the delivery
- ii. \$120/day for support lost wages for: the medical screening process; the matching process; court appearance, up to 3 days for embryo transfer procedure
(Proof of employment shall be required)

k) Non-accountable allowance for vaginal delivery ,miscarriage or abortion , cesarean ----- \$500/week

Following the Birth, Miscarriage, or Abortion of the Child, the Intended Parents shall pay the Surrogate this non-accountable allowance of \$500 per week for 2 weeks after a vaginal delivery, miscarriage or abortion or 4 weeks after a cesarean. The Surrogate will automatically receive this allowance following the Birth, Miscarriage, or Abortion of the Child; i.e., she will not be required to provide a doctor's note to receive this allowance after a Birth, Miscarriage, or Abortion.

3. Monthly Allowances/Benefits(3a-3b) **Estimated \$6,000.00**

a) Monthly Expense Allowance ----- \$ 300.00/month, Estimated total \$4500

- i. Non-accountable allowance to cover expenses relating to the surrogacy arrangement such as mileage,(trips of 50 miles or less round trip), parking fees, tolls, meals, telephone charges, postage, fax charges, childcare expenses for doctor and lab appointments, non-prescription vitamins/supplements and over the counter products. The monthly allowance will begin on the first day of the month following the signing of the Surrogacy Contract by all parties and shall continue for one month after the birth of the child(ren), estimated total 15 months,\$4500
 - ii. If surrogate is required to travel further than 50miles round trip, surrogate shall be reimbursed for travel expenses, including flight costs as provided for in section 4q

b) Psychological Support-----\$100/month Estimated total:\$1500

Surrogate shall receive up to \$100.00 for every month that she participates in support group meetings and individual counseling sessions with a licensed mental health care professional. Payment will begin on the first month following the legal clearance issued and shall continue for two support group meetings and two counseling sessions up to eight weeks after the birth of the child(ren).

Payment shall be distributed as follows:

- | | |
|--|---------|
| i. Monthly Support Group Attendance | \$50.00 |
| ii. Monthly Counseling Session with Psychologist | \$50.00 |

4. Surrogate's Potential Additional Compensations (4a-4z)

a) Physician Ordered Bedrest/Restricted Activity/Disability (p/week) ----- \$500.00

In the event that surrogate's treating physician orders, in writing, bed rest or restriction of by the treating physician and is a direct result of the pregnancy, a miscarriage, abortion or delivery of the child, the Intended Parents shall pay the surrogate a non-accountable weekly allowance of \$500 per week to reimburse the surrogate for additional reasonable expenses incurred (e.g. housekeeping, childcare, prepared meals), as shall be pre-approved by Agency, during the period of bed rest or inability to work. Intended Parents' obligations under this section shall not extend beyond the date that is 2 weeks after a vaginal delivery, miscarriage or abortion or 4 weeks after a cesarean. If treating physician orders bed rest, Intended Parents are entitled to obtain a second opinion from a physician selected by them and such second opinion shall supersede the treating physician's order.

b) IVF Appointment ----- \$1500

Except for the medical screening and embryo transfer procedure appointment, Surrogate shall receive a flat fee for every IVF Physician directed medical appointment (including blood draws) attended by Surrogate beginning with the first cycle appointment and ending upon confirmation of pregnancy by ultrasound detection of fetal heartbeat.

- i. \$40.00 for Surrogates who reside within 50 miles round-trip from the IVF Physician.
- ii. \$80.00 for Surrogates who reside further than 50 miles round-trip from the IVF Physician.

c) Dropped Cycle ----- \$ 500.00

If after signing the legal contract with Intended Parents the cycle is cancelled through no fault of surrogate after Surrogate has commenced cycle medications (excluding birth control), surrogate will receive a \$500.00 cancellation fee. Surrogate shall also be entitled to retain her medication start fee

d) Mock Cycle ----- \$ 500.00

If IVF doctor requires the surrogate to undergo a mock cycle, please note a Mock cycle involves IVF medications and is different than a mock transfer

e) Any procedure requiring anesthesia----- \$500.00

Except when used as a part of any procedure listed herein

f) D&C----- \$ 500.00

g) Amnio or CVS----- \$ 500.00

For each fetal sac

h) Fetal Reduction----- \$ 1,000.00

For each fetal sac

i) Loss of fallopian tube (per tube) ----- \$1,000.00

As a result of the pregnancy as long as procedure is performed within 6 months of termination of the pregnancy or delivery (unless the loss is a result of an ectopic pregnancy)

j) Ectopic Pregnancy----- \$ 2,500.00

If Gestational Carrier undergoes a surgical procedure related to an ectopic pregnancy resulting in the loss of one or more of her fallopian tubes

k) Loss of ovary (per ovary) ----- \$1,000.00

As a result of the pregnancy as long as the procedure is performed within 6 months of termination of the pregnancy or delivery.

l) Cerclage Placement----- \$ 1,000.00

m) Abortion/Termination before 18 weeks----- \$ 5,000.00

If requested by intended parents or recommended by treating physician

n) Abortion/Termination after 18 weeks----- \$10,000.00

If requested by intended parents or recommended by treating physician

- o) Partial (loss of uterus) or Complete (loss of uterus & cervix) hysterectomy ----- \$ 7,500.00**
Must occur within 6 months of termination of the pregnancy or delivery.
- p) Loss of organ (per organ) ----- \$1,000.00**
If Gestational Carrier suffers the loss of any other organ as a result of the pregnancy as long as the procedure is performed within 6 months of termination of the pregnancy or delivery
- q) Cesarean Section (Physician Recommended) ----- \$ 3,500.00**
- r) Multiple Birth (per additional child carried) ----- \$ 10,000.00**
Payable at \$1000 per month beginning on the first day of the month following 16 weeks after the date of the embryo transfer. All monthly payments are for the previous month.
If additional child(ren) are born prior to 32 weeks from date of embryo transfer and do not survive the surrogate is only entitled to the compensation she has received thus far plus a prorated payment to the date of delivery, abortion, or confirmation of miscarriage. Should the additional child(ren) survive, the surrogate shall be entitled to a one lump sum payment within 7 days of the birth in the amount sufficient to bring the total paid to \$10,000.00 per additional child.
- s) Travel**
Actual costs If surrogate is required to travel further than 50 miles round trip with personal car or travel by air for any procedure related to this surrogacy cycle, IPs will pay for:
- ① Childcare: Actual costs of childcare up to \$12.00 per hour and up to a maximum of \$120 per 24 hours, regardless number of children.
 - ② Mileage: (starting with mile 51) at \$0.6 per mile from work or home
 - ③ Hotel: If overnight hotel stay is required by IVF center, agency shall make hotel accommodations for Surrogate; the Intended Parents shall pay the cost of the room, tax and up to \$15/day for local phone calls and hotel internet. Any additional charges incurred by Surrogate shall be the sole responsibility of Surrogate. Hotel stay is limited to time required by the Primary Physician for pre/post transfer; any additional time spent at hotel shall be at Surrogate's expense unless Surrogate has received prior permission from agency.
 - ④ Meals: Surrogate mother get \$100 per diem per night for overnight travel when she is required to stay overnight close to Primary Physician's office for the purpose of undergoing screening, appointments and/or transfer procedure. Surrogate's companion receives \$100 per diem per night for overnight travel too.
 - ⑤ Round-trip coach airfare: Round-trip is considered to be from the Surrogate's home city and back to the original city only. Should Surrogate change the flight in any way without prior permission from agency, Surrogate will be responsible for additional costs incurred and Surrogate shall not be reimbursed

- ⑥ Ground transportation: Taxi services or private car arrangements will be made for surrogate ground travel(pre-approved by agency),and she can get reimbursed with receipts for her actual expenses.
- ⑦ Airport parking : Receipts must be submitted within 30 days for reimbursement
- t) **Companion Travel-----Actual costs**
- If Surrogate must travel by plane to IVF center and the Primary Physician requires Surrogate to have a companion with her on day of transfer, Intended Parents agree to pay for the companion's coach seating on round- trip flights provided the companion's flight also originates and returns to the same home city as Surrogate. The Intended Parents shall not pay for an additional hotel room for the companion, but they shall reimburse Surrogate an additional \$100/per 24 hour period meal allowance for 3 days only. Should Surrogate choose to have a companion accompany her for longer than 72 hour period, Surrogate understands no additional meal allowance shall be paid. Should Surrogate or companion make changes to the companion's flight in any way without prior permission from agency, Surrogate will be responsible for additional costs incurred and Surrogate shall not be reimbursed
- u) **Surrogate Lost Wages** Net wages apply for actual time missed
- In order to collect lost wages, surrogate must provide proof of wages earned. She must also provide a doctor's note on their letterhead explaining the reason for the bedrest and the dates for which bedrest will apply. Without prior proof of wages or applicable written doctor's note, lost wages benefits will not be paid to surrogate.
- i. For Physician ordered bed rest after a pregnancy has been confirmed by fetal heartbeat – limited to the net lost earnings after all deductions, and only for the amount not paid by State Disability Insurance. Surrogate must make a disability claim to be eligible to recover from the Intended Parents.
 - ii. Surrogate's embryo transfer fee is intended to reimburse her for any lost wages and miscellaneous expenses such as childcare or housekeeping as a result of bed rest due to the embryo transfer.
- v) **Doula Allowance**
- Up to \$1,000 when requested by Surrogate mother – paid directly to doula
- w) **Pregnancy Wellness and Fitness**
- Babytree offers all surrogates Prenatal and Postpartum massage , acupuncture, nutritional counseling, pre-natal vitamins and birth coaching starting once contracts have been signed with intended parents. Studies show that acupuncture treatment around the time of embryo transfer can improve pregnancy rates in women undergoing IVF. Acupuncture is safe, gentle, and effective. Our surrogates find the treatments very relaxing. In addition to improving pregnancy rates in IVF, regular acupuncture during pregnancy can reduce the incidence of pregnancy complications such as miscarriage, pre-term labor, diabetes, and high blood pressure. Up to \$1,000.00-paid directly to provider
- x) **Referral program**
- Join our referral program and earn \$1,500 for every subsequent referral once your referral is successfully matched and legally cleared.

y) High successful pregnancy rate guaranteed program

We work hard to give you the best experience and will help you pair with Intended Parents with good quality, so the high transfer success rate can be guaranteed.

z) Health protection program

If you are paired with Hepatitis B positive Intended Parents, or if the embryos are chlamydia infected, you will get an additional \$3,000 no matter the transfer is a success or not.

If you are paired with HIV positive Intended Parents, you will get an additional \$10000 no matter the transfer is a success or not.

5. Additional Surrogate Benefits Paid by Intended Parents (5a-5g)

a) Monthly Health Insurance Premium-----\$Actual Cost p/month

b) Health Insurance Deductible/Out-of-Pocket Maximum-----\$Actual Cost

Notes: IPs agree to pay for all actual co-pays/deductibles/maximum out of pocket expenses as required by Surrogate's insurance.

c) Life Insurance (\$250,000 Benefit) -----\$Actual Cost

d) Nutritional Counseling Professional Charges, if required-----\$Actual Cost

e) Special Considerations or Requirements-----\$Actual Cost

Should Intended Parents request Surrogate to eat organic food, to take any supplements other than prenatal vitamins, Intended Parents agree to reimburse Surrogate for the cost of these additional items. Surrogate agrees to provide all necessary receipts for reimbursement.

f) Breast Milk -----\$300 per week

Surrogate shall receive \$300.00 per week for each week that Surrogate pumps and ships colostrums/ breast milk to Intended Parents at Intended Parents' request. Intended Parents also agree to reimburse Surrogate or pay directly the costs associated with Surrogate pumping and shipping colostrums/breast milk, including but not limited to, the rental of a double-breasted pump of hospital grade quality, any storage and/or shipping costs and for reimbursement for nursing bra(s) up to \$500.

g) IPs are responsible for paying any insurance liens (E.G. Kaiser or Blue Shield lien)

6. Screening Costs paid by Intended Parents (6a-6c)

a) Surrogate mother Psychological Screening -----\$500.00

b) Medical Screening costs-----\$Actual Cost

Cost will vary depending on IVF center selected by IPs, unless paid directly to IVF center selected by IPs, unless paid directly to IVF center

c) Background Check-----\$300.00

Price is between \$300 per surrogate and spouse, if applicable (basic report) and up to \$500 for more extensive check

7. Attorney and Trust Account Fees paid by Intended Parents (7a-7b)

a) Reviewing Surrogacy Agreement -----\$1,500.00

Representing Surrogate Only

b) Parental Establishment Process-----\$5,450.00

- i. \$3,750: Preparation and filing of court documents and court appearance (representing intended parents only)
- ii. \$1,200: Approximate court costs and fees
(may be higher depending on the county filed in)
- iii. \$500: Surrogate attorney review fees

I/We have read the above Surrogate Benefits Package and agree to the estimated costs for the cycle.

By signing this contract I/we understand that I/we may be responsible to reimburse intended parents for psychological ,medical evaluation, and /or other miscellaneous expenses if I/we choose to back out of surrogacy after the psychological screening for any other reason than the health of the potential surrogate. The agency may require a doctor's note showing that she is no longer eligible for surrogacy.

To surrogate:

You will be represented by an attorney and this document will be attached to your legal agreement with the IP as an Exhibit "A".

Some of the above numbers could be negotiated.

Nothing is finalized until the Surrogate Contract is signed.

Signature

Date

Print Name

Signature

Date

Print Name

Tel :

Address

City, State, Country, Zip Code