



Egg Recipient Agreement

This Agreement made on _____, 20____ (hereinafter referred to as the “Agreement”) by and between _____ “Mother or First Intended Parent” and _____ “Father or Second Intended Parent” (hereinafter jointly referred to as the “Partners”), and the National Exchange for Egg Donation & Surrogacy, LLC, (hereinafter referred to as “NEEDS”), with a place of business located at The Schraffts Center Power House, 529 Main Street, Suite P200 Charlestown MA 02129, is made with reference to the following recitals:

RECITALS

WHEREAS, NEEDS is engaged in the business of assisting infertile partners to become parents of a child conceived through the process of in vitro fertilization and embryo transfer (hereinafter referred to as “IVF/ET”) using the ova from a qualified ovum donor (hereinafter referred to as the “Donor”);

WHEREAS, the Partners are unable to bear children on their own because of infertility or genetically inheritable defects;

WHEREAS, the Partners desire to use donated ova to become parents of a child who is genetically related to the Father or Sperm Donor and who will be carried and given birth by the Mother or another person chosen by the Partners (hereinafter referred to as the “Donor Recipient”);

WHEREAS, the Partners desire to possess all parental rights to and responsibilities for any child conceived from the ova donated by the Donor as a result of a successful IVF/ET procedure;

WHEREAS, the Partners seek the services of NEEDS to aid them in the selection of such a Donor; and

WHEREAS, the Partners desire to enter into an arrangement with the Donor whereby the Donor agrees to undergo an ovum retrieval procedure (hereinafter referred to as the

“Retrieval”) and the Partners agree to have the Mother or other Donor Recipient undergo an IVF/ET procedure.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

SECTION 1. NEEDS hereby agrees to provide the Partners with profiles of possible candidates for the Retrieval and to provide the services described in Exhibit A.

SECTION 2. In exchange for the services outlined in Section 1 above, the Partners hereby agrees to pay NEEDS the sum of THREE THOUSAND SEVEN HUNDRED (\$3,700) DOLLARS upon the choosing of a Donor and signing of this Agreement. If Partners choose a Donor that will require remote monitoring by an IVF facility other than the IVF facility of the Partners, the Partners agrees to pay NEEDS an additional THREE HUNDRED DOLLARS (\$300) to coordinate the remote monitoring of the Donor.

THE PARTNERS UNDERSTAND AND AGREE THAT SAID SUM IS NON-REFUNDABLE, subject to the exception set forth in Section 8 below. The Partners further understand and acknowledge that the evaluation of the candidates’ profiles and final selection of a Donor is solely within their discretion and that NEEDS makes no recommendations or inducements to influence their decision.

SECTION 3. The Partners acknowledge that the law concerning reproduction involving third parties is new and unsettled and that NEEDS makes no representations concerning the legality or enforceability of any agreement entered into between the Partners and a Donor.

In the event the Partners choose to enter into a written agreement with the Donor or make a request, NEEDS will provide them with a referral to a law firm for legal representation in connection with their negotiations and agreement with the selected Donor. However, the Partners hereby acknowledge that NEEDS makes no representations or warranties with respect to matters of the law, the quality of legal services or advice provided.

The Partners acknowledge that NEEDS has not performed or requested any background checks, including but not limited to criminal background checks, on any of the Donors listed in its profiles. The Partners further acknowledge that NEEDS has not verified any of the information provided by any of the Donors in their profiles, which NEEDS makes available to the Partners to aid them in their selection of a Donor.

The Partners hereby further acknowledge that no legal representation or legal services are being offered by NEEDS. In the event the Partners utilize the services of the referred legal provider, all fees and costs shall be borne by the Partners and shall be in addition to the fees and costs set forth in Section 2 of this Agreement.

SECTION 4. The Partners hereby acknowledge that prior to entering into this Agreement, NEEDS advised the Partners to seek the services of qualified mental health and medical professionals. The Partners hereby further acknowledge that no psychological or medical

services are being offered by NEEDS nor does NEEDS arrange for any testing or counseling.

The Partners further acknowledge that NEEDS has not and will not perform or request to perform any psychological or medical screening on any candidate in the profiles shown to the Partners or any Donor selected by the Partners. The Partners understand that once they have chosen a Donor, they will be responsible for contracting with a qualified medical professional for the procurement of such services. A referral to a qualified professional for psychological or medical services will be made, but NEEDS makes no representations or warranties with respect to psychological matters or the quality of psychological or medical services or advice provided.

The Partners will be wholly responsible for the payment of any and all medical, psychological, legal and any other professional services related to the egg donation cycle performed for the Partners, the Donor, and the Donor Recipient.

The Partners hereby further acknowledge that no psychological or medical services are being offered by NEEDS. In the event the Partners utilize the services of the referred provider, all fees and costs shall be borne by the Partners and shall be in addition to the fees and costs set forth in Section 2 of this Agreement.

SECTION 5. NEEDS does not represent, guarantee, or warrant that the Donor will be deemed psychologically and physically suitable to undergo Retrieval. NEEDS will use its best efforts to provide a selection of possible Donors who will work cooperatively with the Partners and the Partners' IVF clinic, however, NEEDS is not able to predict or control the future behavior of a Donor.

SECTION 6. NEEDS is under no duty to arrange for the Retrieval or any other medical procedure or test. Upon the request of the Partners, NEEDS may refer the Partners to qualified medical professionals. However, NEEDS does not guarantee or warrant that such services will in fact be rendered. The Partners understand that such physician(s) may decide at some point not to continue to render such services or provide such care. In such event, NEEDS will attempt to locate another physician who will perform such services, but the Partners understand that NEEDS cannot guarantee that such physicians will be found.

NEEDS does not and will not act in any medical capacity whatsoever in relation to the Retrieval, IVF/ET or the Donor.

SECTION 7. NEEDS does not guarantee or warrant: (a) that the selected Donor will in fact produce ova that can be retrieved from her ovaries; (b) that such retrieval will produce ova that are able to be fertilized; or (c) that any resulting embryo(s) can be successfully implanted into the uterus of the Donor Recipient. Nor does NEEDS guarantee or warrant that the Donor (and her husband, if applicable) will comply with the terms of the arrangement between such Donor (and her husband, if applicable) and the Partners, including but not limited to the selected Donor's refusal to complete the

Retrieval or to waive any parental, custodial, inheritance, and testamentary rights to the donated ova upon their retrieval from her body and to any embryo and/or resulting child.

SECTION 8. It is expressly understood that the fee quoted herein shall require NEEDS to provide the Partners with profiles of possible Donors from which the Partners shall be given the opportunity to choose one (1) Donor. If, however, the selected Donor changes her mind and declines to complete the Retrieval, or a qualified medical or mental health professional determines that it is inappropriate or inadvisable for the selected Donor to act as a Donor, the Partners may select another Donor at no additional fee to NEEDS.

SECTION 9. NEEDS GUARANTEES AN EGG DONOR RETRIEVAL.

In the event that the cycle is terminated by the IVF Clinic of the Partners or by the Parents prior to retrieval procedure, but after the commencement of Lupron, Synarel or other injectable medications in connection with the retrieval, NEEDS will contact the Egg Donor Coordinator at the Partners' fertility center to determine if the Donor acted in good faith. If the Egg Donor Coordinator confirms that Donor has followed the IVF clinic's protocol, Partners will compensate Donor based on the following schedule:

- (a) Five Hundred Dollars (\$500) from the escrow account if Donor resides less than 100 miles from the IVF facility of the Partners,
- (b) Six Hundred Dollars (\$600) from the escrow account if Donor resides more than 100 miles from the IVF facility of the Partners and Donor has completed one appointment at said IVF facility,
- (c) One Thousand Dollars (\$1,000) from the escrow account if Donor resides more than 100 miles from the IVF facility of the Partners and Donor has completed more than one appointment at said IVF facility.

If the Egg Donor Coordinator states that the Donor acted negligently, Partners need not compensate Donor.

The Partners will then choose another donor. ONCE THE CHOSEN DONOR HAS COMPLETED THE EGG DONOR RETRIEVAL AT THE PARTNERS' IVF CLINIC, NEEDS' CONTRACTUAL OBLIGATION TO THE PARTNERS HAS BEEN FULFILLED.

SECTION 10. The Partners understand that if an alternate Donor is selected pursuant to Sections 8 or 9, costs including but not limited to Donor compensation, travel and remote monitoring associated with such subsequently selected Donor may differ from the costs associated with the initial Donor. Furthermore, the Partners understand that they shall remain obligated to pay the amounts agreed upon between the Partners and such Donors as well as any and all costs associated with the psychological and physical examination and testing of all selected Donors.

SECTION 11. The Partners hereby request and acknowledge that their identity and the identity of the Donor remain anonymous. However, the Partners may at any time ask

questions about the Donor and receive answers through NEEDS. NEEDS will to the best of its ability, preserve the anonymity of the parties. **However, NEEDS cannot guarantee that anonymity will be preserved.**

SECTION 12. The Father hereby acknowledges that he has consulted with the appropriate medical personnel to determine if his medical or family history indicates the potential for any hereditary disorders or any physical impediment that might impair his ability to produce semen of sufficient nature and the quantity for an IVF of the donated ova, and that by signing this Agreement, the Father is indicating that he has not been advised that he has any sexually transmitted or other diseases, which might be transmitted to the Partners' Child.

SECTION 13. The Mother hereby acknowledges that she has consulted with the appropriate medical personnel to determine if the Mother possesses any physical impediments that might impair her ability to successfully carry such a child to term and to deliver a healthy infant without any likely and foreseeable complications. The Mother further acknowledges that she has been advised that she does not have any sexually transmitted or other diseases that might be transmitted to the Partners' Child.

SECTION 14. The Partners hereby release and discharge NEEDS and any of its representatives of and from all liability and all manner of actions, causes of actions, suits, proceedings, debts, contracts, judgments, damages, claims and demands whatsoever, in law or equity, in connection with: the selection of a Donor to undergo the Retrieval, as contemplated herein, any referrals made by NEEDS to the Partners under this Agreement; any complications of the Retrieval and IVF/ET procedure, childbirth, delivery, or birth of any infant abnormal in any respect; any issues involving the Donor's waiver of rights in connection with the infant conceived with her donated ova; or any adverse consequences which may arise in connection with or as a result of their participation in the subject matter of this Agreement except for acts involving willful misconduct and gross negligence.

SECTION 15. The Partners hereby acknowledge that they have read and understand this Agreement, its intentions, and its effects, and that they are signing the same freely and voluntarily.

SECTION 16. In the event that any of the provisions of this Agreement are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provision shall be deemed invalid to the extent of its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

SECTION 17. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. All agreements, covenants, representations, and warranties, expressed or implied, oral or written of the parties are contained herein, except where reference is made to any arrangements between the Partners and the Donor.

No other agreements, covenants, representations, or warranties, expressed or implied, oral or written, have been made by any party to the Agreement with respect to the subject matter of this Agreement, with the exception of any arrangements between the Partners and the Donor to which NEEDS is not a party. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations with respect to the subject matter hereof are waived, merged herein, and superseded hereby. This is an integrated agreement.

SECTION 18. In the event of a dispute between the Partners and NEEDS regarding the obligations of either party under this Agreement, the parties hereto agree to submit such a dispute to arbitration in accordance with the rules of the American Arbitration Association, which arbitration shall be binding.

SECTION 19. This Agreement cannot be modified or amended except upon written agreement of the parties.

SECTION 20. This Agreement is binding on each party's respective executors, heirs, assigns and successors.

SECTION 21. This Agreement shall be governed by, construed and enforced in accordance with the laws of Massachusetts, and the parties agree that jurisdiction shall be vested in the Courts of Massachusetts, and if legal action is necessary to enforce this contract, attorney fees are recoverable by the prevailing party.

THIS IS A LEGALLY BINDING CONTRACT. ASK TO HAVE EACH TERM FULLY EXPLAINED TO YOU SO THAT YOU CLEARLY UNDERSTAND THE AGREEMENT.

We have read the foregoing sections of this Agreement numbered 1 – 21 inclusive, and understand the terms and conditions herein. We indicate that it is our desire to be bound by those terms and conditions. We acknowledge receipt of a copy of this Agreement.

Mother (First Intended Parent or Partner)

Date

Father (Second Intended Parent or Partner)

Date

Managing Member
The National Exchange for
Egg Donation & Surrogacy, LLC

Date

EXHIBIT “A”

SERVICES OFFERED BY NEEDS

1. Access to files of Donor Applications for Partners’ review, which shall include a photograph of Donor, and Donor’s social and medical history (this information has not and will not be independently verified by NEEDS).
2. General information, consultation and referral on infertility and related issues (if requested).
3. Referral for helping the Partners to decide whether Ovum Donation is the appropriate alternative for them (if requested).
4. NEEDS does not require an Agreement between Partners and Donor. If legal representation is preferred by Partners, NEEDS will make a referral.
5. Referral for psychological services of the Donor.
6. Referral for Retrieval and IVF/ET procedure.
7. To provide ongoing support and counseling to the Partners and their Donor (if requested).
8. Follow-up guidance to the Partners after their baby is born (if requested).

FEE SCHEDULE

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| • NEEDS Non-Refundable Program Fee upon Choosing Donor and Signing Agreement | \$3,700 |
| • NEEDS Out-of-area Donor Program Fee If Donor requires remote monitoring | \$300 |
| • Accidental Donor Insurance Policy (required if the Partners’ IVF clinic doesn’t provide this insurance directly to Partners) | \$297 |
| • Out-of-area Donor Travel Expenses (if applicable) | \$2,500 - \$4,500 |
| • Donor Compensation to be placed in Escrow Account upon Choosing Donor and Signing Agreement. Donor receives \$500 compensation after start of hormone injection and \$5,500 when confirmation of Egg Retrieval has been completed by Partners’ IVF clinic. | \$6,000 |