



GESTATIONAL CARRIER AGREEMENT

This Agreement made on _____, 20____ (hereinafter referred to as the “Agreement”) by and between _____ “Biological Mother” or “First Intended Parent” and _____ “Biological Father” or “Second Intended Parent” (hereinafter jointly referred to as the “Intended Parents”), and The National Exchange for Egg Donation & Surrogacy, LLC, (hereinafter referred to as “NEEDS”), with a place of business located at The Schraffis 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 Intended Parents to become parents of a child conceived through the process of in vitro fertilization and embryo transfer (hereinafter referred to as “IVF/ET”) using ova from the Biological Mother or Egg Donor;

WHEREAS, the Mother is unable to carry to term and give birth to children because of a medical condition;

WHEREAS, the Intended Parents are seeking the services of a woman to carry to term and give birth to a child conceived through IVF using the semen of the Biological Father or Sperm Donor and the ova of the Biological Mother or Egg Donor and transferred to such woman’s uterus (herein after referred to as the “Gestational Carrier”);

WHEREAS, the Intended Parents seek the services of NEEDS to aid them in the selection of such a prospective Gestational Carrier;

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

WHEREAS, the Intended Parents desire to enter into an IVF/ET agreement with a selected Gestational Carrier wherein the Intended Parents agree to an IVF/ET procedure and the selected Gestational Carrier agrees to carry to term and give birth to the child conceived by the Intended Parents (herein after referred to as the “Intended Parents”

Child”) as a result of a successful IVF/ET. The IVF/ET agreement (to which NEEDS is not a party) provides that the selected Gestational Carrier agrees to voluntarily release the Intended Parents’ Child to the Intended Parents upon its birth.

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 Intended Parents with profiles of potential Gestational Carriers and to provide the services described in Exhibit A.

SECTION 2. In exchange for the services outlined in Section 1 above, the Intended Parents hereby agree to pay NEEDS the sum of NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500) at the time they choose their Gestational Carrier and sign this Agreement. If the Intended Parents reside outside of the U.S., the Intended Parents agree to pay NEEDS an additional sum of ONE THOUSAND DOLLARS (\$1,000).

THE INTENDED PARENTS UNDERSTAND AND AGREES THAT SAID SUM IS NONREFUNDABLE, subject to the limitations and exceptions set forth in Sections 8 and 9.

The Intended Parents further understand and acknowledge that the evaluation of the candidates’ profiles and final selection of a Gestational Carrier is solely within their discretion and that NEEDS makes no recommendations or inducements to influence their decision.

SECTION 3. The Intended Parents 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 intended Parents and a Gestational Carrier.

NEEDS will provide the Intended Parents with a referral to a law firm for legal representation in connection with their negotiations and agreement with the selected Gestational Carrier. However, the Intended Parents 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 Intended Parents acknowledge that NEEDS has not performed or requested any background checks, including, but not limited to, criminal background checks, on any of the Gestational Carrier candidates listed in its profiles. The Intended Parents further acknowledge that NEEDS has not verified any of the information provided by any of the candidates in their profiles, which NEEDS makes available to the Intended Parents to aid them in their selection of a Gestational Carrier. The Intended Parents understand that they will be responsible for contracting with a legal representative for the procurement of such services.

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

SECTION 4. The Intended Parents hereby acknowledge that prior to entering into this Agreement, NEEDS advised the Intended Parents to seek the services of qualified mental health and medical professionals. The Intended Parents hereby further acknowledge that no psychological or medical services are being offered by NEEDS nor does NEEDS arrange for any testing or counseling.

The Intended Parents further acknowledge that NEEDS has not and will not perform or request to be performed any psychological or medical screening on any candidate in the profiles shown to the Intended Parents or on any Gestational Carrier selected by the Intended Parents. The Intended Parents understand that once they have chosen a Gestational Carrier, 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 Intended Parents hereby further acknowledge that no psychological or medical services are being offered by NEEDS. In the event the Intended Parents utilize the services of the referred provider, all fees and costs shall be borne by the Intended Parents 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 a selected Gestational Carrier will be deemed psychologically and physically suitable to carry and bear the Intended Parents' Child. NEEDS will use its best efforts to provide a selection of possible Gestational Carriers who will work cooperatively with the Intended Parents, however NEEDS is not able to predict or control the future behavior of a Gestational Carrier.

SECTION 6. NEEDS is under no duty to arrange for the IVF/ET procedure or any other medical procedure or test. Upon the request of the Intended Parents, NEEDS may refer the Intended Parents to qualified medical professionals. However, NEEDS does not guarantee or warrant that such services will in fact be rendered. The Intended Parents 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 Intended Parents 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 IVF/ET procedure, prenatal care, delivery, or postpartum care of the selected Gestational Carrier.

SECTION 7. NEEDS does not guarantee or warrant that the selected Gestational Carrier will, in fact, conceive a child fathered by the Biological Father and mothered by the Biological Mother or Egg Donor, nor does NEEDS guarantee or warrant that the selected Gestational Carrier (and her husband, if applicable) will comply with the terms and provisions of any agreement entered into between such Gestational Carrier (and her husband, if applicable) and the Intended Parents, including, but not limited to, the selected Gestational Carrier's refusal to release the child and/or any parental, custodial, inheritance, and testamentary rights she may assert or be deemed to have to the child upon birth.

SECTION 8. It is expressly understood that the fee quoted herein shall require NEEDS to provide the Intended Parents with a list of possible Gestational Carriers from which the Intended Parents shall be given the opportunity to choose one (1) Gestational Carrier. If, however, prior to any attempt at IVF/ET, the selected Gestational Carrier decides against undergoing the embryo transfer or a qualified medical or mental health professional determines that it is inappropriate or inadvisable for the selected Gestational Carrier to act as a Gestational Carrier, the Intended Parents may select another Gestational Carrier at no additional fee to NEEDS.

SECTION 9. NEEDS GUARANTEES ONE TRANSFER OF EMBRYOS. In the event that the selected Gestational Carrier does not become pregnant after one embryo transfer attempt, or if the selected Gestational Carrier miscarries, or if the selected Gestational Carrier changes her mind after the first attempt at an embryo transfer has failed, or if the Intended Parents change their mind after the first attempt at an embryo transfer has failed, the Intended Parents have the option of selecting one (1) alternate Gestational Carrier for the additional sum of EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500). Once an embryo transfer has been completed, NEEDS' contractual obligation to the Intended Parents has been completed. However, it is advised that four (4) embryo transfer attempts are stated in the Agreement between the Intended Parents and the Gestational Carrier.

SECTION 10. The Intended Parents understand that if an alternate Gestational Carrier is selected pursuant to Sections 8 or 9, such selected Gestational Carrier may request compensation different than the initial Gestational Carrier. Further, if NEEDS provides an alternate Gestational Carrier through the course of fulfilling the terms of this Agreement, the Intended Parents understand that NEEDS is providing the alternate Gestational Carrier only to facilitate an IVF/ET arrangement and not an Artificial Insemination Arrangement.

SECTION 11. Once the Intended Parents and the Gestational Carrier have met in person or gone through a telephone conference interview and agreed to continue to work together, NEEDS will disclose the identity of the Gestational Carrier to the Intended Parents. NEEDS will also disclose the identity of the Intended Parents to the Gestational Carrier.

SECTION 12. The Intended Parents hereby acknowledge that they have consulted with the appropriate medical personnel to determine if their medical or family history indicates the potential for any hereditary disorders, and that by signing this Agreement, the Intended Parents are indicating that they have not been advised that they have any sexually transmitted or other diseases that might be transmitted to the Gestational Carrier and/or the Intended Parents' Child.

SECTION 13. The Intended Parents 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 Gestational Carrier to undergo the IVF/ET procedure, as contemplated herein, and to carry and give birth to the Intended Parents' Child; any referrals made by NEEDS, to the Intended Parents under this Agreement; any complications of conception, childbirth, or delivery; the birth of any infant abnormal in any respect; any issues involving the release of the infant by the selected Gestational Carrier; 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 14. The Intended Parents 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 15. 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 16. 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 the contract between the Intended Parents and the selected Gestational Carrier. No other agreements, covenants, representations, or warranties, expressed or implied, oral or written, have been made by any party to this Agreement with respect to the subject matter of this Agreement, with the exception of the contract between the Intended Parents and the Gestational Carrier 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 17. In the event of a dispute between the Intended Parents and NEEDS regarding either party's obligations under this Agreement, the parties hereto agree to submit such dispute to arbitration in accordance with the rules of the American Arbitration Association, which arbitration shall be binding.

SECTION 18. This Agreement cannot be modified or amended except upon written agreement of the parties.

SECTION 19. This Agreement is binding on each party's respective executors, heirs, assigns and successors.

SECTION 20. 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 that if legal action is necessary to enforce this contract, attorney fees are recoverable.

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 contract numbered 1-20 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 or First Intended Parent

Date

Father or Second Intended Parent

Date

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

Date

EXHIBIT “A”

SERVICES OFFERED BY NEEDS

1. Access to files of Gestational Carrier Profile Applications for Intended Parents’ review.
2. General information, consultation and referral on infertility and related issues (if requested).
3. Referral for helping the Intended Parents to decide whether Gestational Parenting is the appropriate alternative for them (if requested).
4. Coordination of interviews between the Intended Parents and a Prospective Gestational Carrier.
5. Referral for legal representation for the Intended Parents in their negotiations with the Gestational Carrier.
6. Referral for psychological services of the Gestational Carrier.
7. Referral for IVF/ET procedure.

ESTIMATED COSTS

PAYMENTS MADE TO NEEDS	
NEEDS' fee upon signing of Agreement between NEEDS and Intended Parents	\$9,500 (\$10,500 if Intended Parents reside outside the U.S.)
GESTATIONAL CARRIER EXPENSES	
Surrogate's fee (Surrogates set their own fee. Their fee are stated on their profile)	Generally \$25,000 single-birth \$30,000 twins or more
Life Insurance with a death benefit of \$250,000	approx. \$250
Maternity Clothing Allowance	\$500
Transportation Allowance	55 cents a mile
Medical Costs	varies upon Carrier's insurance
Attorney for contract review	\$750
CONTRACT ATTORNEY FEES	
Depending on the attorney chosen	
Drafting and executing agreement Management of escrow account Criminal background check on all parties	\$1,500 to \$3,500
PSYCHOLOGIST FEE	
Depending upon the psychologist chosen: \$600 to \$1,500	
Includes screening of prospective Gestational Carrier, meeting with Intended Parents, Carrier and her partner, and all written requests	
OTHER POSSIBLE COSTS	
usually not more than \$350/week	
Lost wages for carrier if she is restricted to bed rest	Varies
Child Care/Housekeeping if Carrier is confined to bed during pregnancy	Varies

COSTS FOR MEDICAL PROCEDURES (IVF/ET) ARE NOT INCLUDED.

Please contact your IVF clinic for those fees.

TOTAL APPROXIMATE COSTS FOR A SUCCESSFUL IVF/ET PREGNANCY COULD EXCEED \$50,000