

## AGREEMENT

This Agreement is made and entered into between \_\_\_\_\_ and \_\_\_\_\_, (“Intended Parents” or “Intended Fathers”), a married couple, and \_\_\_\_\_ (“Gestational Carrier”) and \_\_\_\_\_ (“Gestational Carrier’s Husband”), a married couple. All of the above-named individuals may be referred to as “the Parties.”

Northwest Surrogacy Center, L.L.C. (hereafter “NWSC”) is a limited liability company, organized under the laws of the State of Oregon for the purpose of providing services to intended parents and gestational carriers.

The term “Child”, as used in this Agreement, shall include all children born as a result of the medical procedures resulting from this Agreement.

## RECITALS

A. Intended Parents are a married same-sex couple and are entering into this Agreement with Gestational Carrier and Gestational Carrier’s Husband for the purpose of parenting a child to be carried and delivered by Gestational Carrier, who will attempt to become pregnant through in vitro fertilization and will act as the gestational carrier for Intended Parents. Neither Gestational Carrier nor Gestational Carrier’s Husband shall be genetically related to the child.

B. Intended Parents intend to create their child through in vitro fertilization/embryo transfer, with embryos created from one of the Intended Father’s sperm and eggs from an egg donor. Gestational Carrier will carry the resulting child pursuant to the terms of this Agreement.

C. Gestational Carrier and Gestational Carrier’s Husband do not intend to raise the Child conceived through the procedures described in this Agreement. Gestational Carrier and Gestational Carrier’s Husband intend to relinquish any and all parental rights, custody and control they might have with respect to the child conceived and born pursuant to the procedures contemplated by this Agreement. Gestational Carrier is not now pregnant, but is capable of carrying a child through a full-term pregnancy. Intended Parents are suitable persons to raise a child.

D. It is the express intent of the Parties that Gestational Carrier and Gestational Carrier’s Husband shall not have any parental or custodial rights or obligations with respect to the child and that Gestational Carrier and Gestational Carrier’s Husband shall not be considered the legal parents by virtue of this gestational surrogacy arrangement.

E. All children born as a result of the medical procedures contemplated by this Agreement shall in all respects be the children of Intended Parents.

F. All Parties are over the age of twenty-one (21).

In consideration of the agreements and covenants of each other, and with the intention of being legally bound by the Agreement, the Parties agree as follows:

I. ACCURACY OF INFORMATION

The Parties represent that all information provided in relation to this gestational surrogacy arrangement to each other and to medical, legal and surrogacy professionals is true, correct and complete to the best of their knowledge. The Parties have not knowingly falsified or omitted any material information and understand that any knowing falsification or omission could constitute a breach of this Agreement. The Parties each have a continuing obligation to provide updated information to the medical, legal and surrogacy professionals with whom they are working in regard to this Agreement and the procedures contemplated by this Agreement.

II. EVALUATIONS, EXAMINATIONS, SCREENING, MEDICAL PROCEDURES AND INSTRUCTIONS

A. Psychological Evaluation

Gestational Carrier has undergone or will undergo a psychological evaluation by a mental health professional. Gestational Carrier agrees to sign a release allowing Intended Parents and NWSC to obtain the results of the psychological evaluation. Intended Parents are relieved of any further obligation to continue with this Agreement if the psychological evaluation is unfavorable or Intended Parents are not satisfied with the results of the evaluation.

B. Medical Providers, Obstetrical Care and Delivery

The Parties agree that all physical examinations, testing for sexually transmitted diseases, including but not limited to HIV and hepatitis, and all medical procedures used to achieve pregnancy, either have been performed or will be performed by or under the supervision of \_\_\_\_\_ in Portland, Oregon (hereafter "IVF Clinic"). IVF Clinic will be the treating physicians during the first several weeks of any pregnancy achieved under this Agreement.

The Parties agree that after being released from IVF Clinic's care, all of Gestational Carrier's obstetrical care, including care provided by a certified nurse midwife, shall be overseen by a board-certified obstetrician. Gestational Carrier shall receive treatment from the obstetrician and his or her associates and staff throughout the pregnancy and delivery. Gestational Carrier agrees to select medical providers that are covered by her health insurance and approved by Intended Parents. Gestational Carrier further agrees to deliver the Child at a hospital chosen by Gestational Carrier and approved by Gestational Carrier's obstetrician and Intended Parents. Gestational Carrier agrees that the birth will occur in the State of Oregon.

Gestational Carrier agrees that Intended Parents shall be able to attend her prenatal appointments and be present at the Child's birth. However, if Gestational Carrier is limited by hospital policy to only one support person, she may select the support person of her choice to be present at the birth. Gestational Carrier agrees to provide Intended Parents with reasonable notice of the dates and times of her medical appointments and to notify them when her labor begins or of the planned delivery date if an induction or cesarean section is scheduled. Gestational Carrier agrees to

sign, in advance of the onset of labor, any consent documents necessary for Intended Parents to attend the delivery.

In the event of a medical complication or emergency during the pregnancy in which the health of Gestational Carrier or the fetus is at risk, Gestational Carrier or Gestational Carrier's Husband shall notify Intended Parents of the situation immediately. Intended Parents agree to respect Gestational Carrier's need for privacy and the support of her immediate family in this type of medical situation, but shall be promptly informed of any major developments and shall have the right to consult with Gestational Carrier's medical providers.

C. Gestational Carrier and Gestational Carrier's Husband

Prior to any medical procedures, Gestational Carrier shall undergo medical testing to determine whether her health is satisfactory and whether she is capable of conceiving and carrying a child. Gestational Carrier and Gestational Carrier's Husband shall undergo testing for sexually transmitted diseases, including but not limited to HIV and hepatitis. Gestational Carrier and Gestational Carrier's Husband agree to sign all necessary releases of medical information allowing Intended Parents and NWSC to receive verification that Gestational Carrier and Gestational Carrier's Husband have successfully completed the medical screenings and the outcome of the testing. If the medical screening results are unfavorable and IVF Clinic does not approve Gestational Carrier, then Intended Parents may terminate this Agreement upon notice to the other Parties. However, any expenses incurred pursuant to this Agreement through the date of termination of this Agreement shall remain the obligation of Intended Parents.

Gestational Carrier agrees to submit to pregnancy testing prior to beginning any procedures contemplated by this Agreement, in order to determine prior to each cycle whether she is pregnant.

D. Intended Parents

Intended Parents shall undergo any testing required by IVF Clinic to detect the presence of sexually transmitted diseases, including but not limited to HIV and hepatitis. Prior to any embryo transfer, Gestational Carrier may request verification from IVF Clinic that Intended Parents have undergone testing and the outcome of those tests. It is Gestational Carrier's responsibility to request that information directly from IVF Clinic. Intended Parents agree to sign releases of medical information authorizing IVF Clinic to release such information to Gestational Carrier.

E. Egg Donor

The egg donor has been or will be tested for sexually transmitted diseases, including but not limited to HIV and hepatitis. Prior to any embryo transfers, Gestational Carrier may request verification from IVF Clinic that the donor has undergone testing and the outcome of those tests. It is Gestational Carrier's responsibility to request that information directly from IVF Clinic.

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F. Release of Information

Gestational Carrier agrees to sign in advance and never to revoke authorizations for release of medical information directing her obstetrician and any and all of her medical providers to furnish written and verbal information to Intended Parents and NWSC regarding any pregnancy achieved pursuant to this Agreement and any medical conditions or circumstances related to this pregnancy. Gestational Carrier further agrees to sign in advance and never to revoke authorizations for release of medical information regarding the Child's medical condition. The information shall include but not be limited to examination records, ultrasounds and results of laboratory tests performed on Gestational Carrier and the Child, and shall be released to Intended Parents and NWSC. Gestational Carrier shall authorize the release of medical information prior to conception, throughout her pregnancy and after birth at the request of Intended Parents or NWSC. Gestational Carrier agrees to release copies of her medical records of her previous pregnancies and deliveries, and any other previous medical records that are relevant to pregnancy. Intended Parents agree to pay the costs incurred to obtain these records.

G. Sexual Activity

During the term of this Agreement, Gestational Carrier and Gestational Carrier's Husband agree to follow all instructions regarding sexual activity that are given to them by IVF Clinic, her obstetrician and his or her staff, and all other treating physicians and staff. These instructions may include abstinence from sexual intercourse and abstinence from any sexual activity that would allow the transmission of sexually transmittable diseases (including but not limited to HIV).

Gestational Carrier must abstain from any sexual intercourse for a period designated by IVF Clinic prior to and after the embryo transfer. Gestational Carrier and Gestational Carrier's Husband agree and understand that during the term of this Agreement, they have the responsibility to make sure Gestational Carrier does not become pregnant except as contemplated by this Agreement.

H. Medical Instructions, Diet and Prenatal Vitamins

Gestational Carrier agrees to follow all medical instructions given to her by physicians and medical staff at IVF Clinic, her obstetrician and his or her staff, and all other treating physicians and staff during the term of this Agreement. Gestational Carrier agrees to begin taking prenatal vitamins when directed to do so by her physician and agrees to follow her physician and obstetrician's instructions regarding the prenatal medical examination schedule, healthy diet, the use of vitamins and caffeine. Gestational Carrier agrees to submit to any medical test or procedure deemed necessary or advisable by her physician or obstetrician, or requested by Intended Parents or NWSC, including but not limited to random, unannounced drug, alcohol and nicotine testing.

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I. Restrictions Regarding Use of Substances; Harmful Exposure

Beginning on the date of this Agreement, and continuing throughout the pregnancy until birth, Gestational Carrier agrees to not use or be exposed to tobacco products; not use or be exposed to marijuana products; not use or be exposed to any illegal substances or drugs; and not use prescribed medication or supplements without prior written consent of her obstetrician or physician.

Beginning on the date she is so advised by the IVF Clinic or her obstetrician or when she begins injected cycle medications, whichever occurs first, and continuing throughout pregnancy and until birth, Gestational Carrier agrees to not drink any alcoholic beverages. During this same time period, Gestational Carrier will not use non-prescription medication or supplements without the prior consent of her obstetrician or physician.

Gestational Carrier further agrees that she will not knowingly allow herself to be exposed to excessive or harmful radiation (including medical or dental x-rays) except in the case of a medical emergency, or to toxic chemicals and pesticides known to be harmful to a fetus. She will avoid contact with animal feces (such as cleaning litter boxes).

Gestational Carrier shall provide Intended Parents with notice of any prescription medication or supplement that she is given by her obstetrician or any other physician, and if possible, will provide the notice before taking the medication or supplement, but if it is not possible to provide prior notice, agrees to do so within five days after receiving the prescription. Violation of this section shall be considered a material breach.

J. Strenuous Activity, Travel, Residence

Gestational Carrier agrees not to participate in dangerous sports or activities and not to knowingly place herself in life-threatening or dangerous situations, or otherwise act to place the Child in danger of harm. Gestational Carrier agrees to consult with her obstetrician or physician regarding appropriate levels of physical activity and understands that she may be advised by her obstetrician or physician to refrain from strenuous activity or exercise during the term of this Agreement. Gestational Carrier agrees to follow her obstetrician or physician's instructions and advice regarding activity and exercise.

Gestational Carrier agrees to consult with, and follow the advice of, all treating physicians regarding travel during the term of this Agreement and throughout her pregnancy and agrees not to travel by air without first obtaining her obstetrician's approval. Gestational Carrier further agrees that after the start of the 32<sup>nd</sup> week of gestation in a singleton pregnancy, or after the start of the 28<sup>th</sup> week of gestation in a multiple pregnancy, she will remain within 100 miles of the hospital where she is expected to deliver and will not travel to the State of Washington .

Gestational Carrier agrees that she will continue to reside within the State of Oregon from the time this Agreement is signed until after the completion of any resulting pregnancy.

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K. Parentage Testing

If Intended Parents request parentage testing, Gestational Carrier and Gestational Carrier's Husband agree to submit to such testing during the pregnancy and after birth and agree to sign any and all necessary consents. Intended Parents shall pay the expenses for parentage testing.

If testing determines that Gestational Carrier or Gestational Carrier's Husband is the genetic parent of the Child, and conception did not occur due to a medical error, Gestational Carrier will be in material breach of this Agreement and Intended Parents will have all remedies available at law or in equity. Intended Parents will not be obligated to assume custody of the Child, and Intended Parents' obligations under this Agreement shall cease immediately. Gestational Carrier shall receive no further payment due pursuant to section III, and shall reimburse Intended Parents for all payments she has already received under section III and for all expenses paid by Intended Parents pursuant to this Agreement. In this event, Gestational Carrier and Gestational Carrier's Husband also agree to indemnify and hold harmless Intended Parents from any and all future financial obligations with regard to the Child.

L. Consent to Medical Procedures

Gestational Carrier and Gestational Carrier's Husband consent to the medical procedures required for embryo transfers and understand that Gestational Carrier will be undergoing fertility drug therapy prior to and after conception. Gestational Carrier and Gestational Carrier's Husband agree to execute any additional consents or releases that are reasonably necessary for these medical procedures.

Gestational Carrier specifically agrees to undergo an induction and/or a cesarean section if her obstetrician advises her to do so for a medical reason.

M. Medical Procedures

Gestational Carrier agrees to undergo the drug therapy prescribed by IVF Clinic, which includes injections and oral medication, before and after conception. Gestational Carrier agrees to undergo blood tests and ultrasounds to evaluate hormonal levels throughout the term of this Agreement. Gestational Carrier further agrees to submit to any physical examination or medical tests recommended by IVF Clinic or her obstetrician.

Gestational Carrier shall undergo in vitro fertilization/embryo transfer, during which embryos will be transferred to Gestational Carrier. The embryos will consist of one of the Intended Father's sperm and donor eggs. If Gestational Carrier does not become pregnant after the first embryo transfer procedure, the Parties intend to attempt up to two (2) more embryo transfer procedures during subsequent cycles that Intended Parents agree to complete within eight (8) months after the date of the first embryo transfer procedure. The Parties intend that only one embryo will be transferred to Gestational Carrier in any given cycle, but may mutually agree to transfer a different number at a later date. In no event will more than two (2) embryos be transferred in a given cycle.

Gestational Carrier shall follow IVF Clinic's instructions regarding bedrest, activity and travel following the embryo transfer procedure. Gestational Carrier understands that she may be required to stay on bedrest, may not be able to perform her regular activities, and may be prohibited from traveling for a period of time after the embryo transfer procedure.

If, at any time, Gestational Carrier is found to be incapable of carrying a child, neither Intended Parents nor Gestational Carrier shall be under any further obligation with respect to this Agreement and this Agreement shall terminate. However, any expenses, including but not limited to medical and legal expenses, incurred pursuant to this Agreement through the date of termination of this Agreement shall remain the obligation of Intended Parents.

### III. PAYMENT AND REIMBURSEMENT

Upon execution of this Agreement and before Gestational Carrier begins taking injectable medication, Intended Parents shall place sufficient funds in a trust account with NWSC to cover Gestational Carrier's initial estimated compensation and expenses. Gestational Carrier may request NWSC to provide her with proof of deposit of those funds, and is not obligated to proceed under this Agreement unless and until she has received proof of the deposit. Intended Parents shall replenish the trust account as needed to meet their obligations under this Agreement within ten (10) days of a written request from NWSC.

The Parties agree that a portion of these funds, including Gestational Carrier's base compensation and any additional payments for multiples, may be administered by a third party escrow agent. The Parties will execute the relevant escrow agreement upon request by NWSC.

None of the provisions in this Agreement shall be construed as a fee for termination of Gestational Carrier's parental rights or a payment in exchange for surrender of a child, for Gestational Carrier's placement of a child with Intended Parents or for consent to an adoption. In recognition of Intended Parents' obligation of support toward the Child, to assist Gestational Carrier with her living expenses, for Gestational Carrier's physiological changes, discomfort and inconvenience she will experience as a result of her participation in this Agreement, and to reimburse her in part for the pain, suffering and emotional distress she may suffer as a result of her participation in this Agreement, Intended Parents shall provide Gestational Carrier with the amounts set forth below.

#### A. Payments to Gestational Carrier

1. Intended Parents will pay Gestational Carrier thirty thousand dollars (\$30,000.00) as base compensation with the payments to be made throughout the pregnancy and after birth as follows:

a. \$1,000.00 after receiving two positive HCG blood tests confirming pregnancy and ultrasound confirmation of a fetal heartbeat, to be mailed within ten (10) business days of the ultrasound. If after two positive HCG blood tests, the ultrasound confirmation detects a gestational sac but no fetal heartbeat, Gestational Carrier will receive \$750.00, to be mailed within ten (10) business days of the ultrasound.

b. The balance of \$29,000.00 shall be due in payments of \$3,000.00 and will be mailed out on the first day of each subsequent month of pregnancy, with any balance due after birth.

c. If the pregnancy is terminated by miscarriage or otherwise in accordance with this Agreement, Gestational Carrier is entitled to receive a prorated portion of the \$30,000.00 base compensation equal to the number of weeks she has been pregnant times \$750.00 per week, less whatever base compensation payments already have been made to Gestational Carrier, to be mailed within ten (10) business days of the termination.

d. Gestational Carrier is entitled to receive and retain the entire \$30,000.00 base compensation and any additional compensation to which she is otherwise entitled for multiples, if, prior to 32 weeks of pregnancy, Gestational Carrier delivers a live child and the child survives birth by seven (7) days. Such compensation is due regardless of whether the child is diagnosed to have a terminal condition or is born with substantial medical abnormalities. If the child does not survive birth by seven (7) days, Gestational Carrier is entitled to receive a prorated portion of the \$30,000.00 base compensation equal to the number of weeks she has been pregnant times \$750.00 per week, less whatever base compensation payments already have been made to Gestational Carrier.

e. Except as otherwise provided in this Agreement, Gestational Carrier is entitled to receive and retain the entire base compensation if she delivers a child after completing 32 weeks of pregnancy, regardless of whether the child is viable, stillborn, dies shortly after birth, is released from the hospital, is diagnosed to have a terminal condition, or is born with substantial defects or abnormalities.

f. Any prorated compensation paid pursuant to this Agreement shall be calculated based on the conventional 40 week gestational calendar. This means that Gestational Carrier will be considered to be more than two (2) weeks pregnant at the time of the embryo transfer.

2. If Gestational Carrier is pregnant with multiples, the base compensation will be increased by \$5,000.00 for each additional Child, to be paid by increasing the monthly payments described in section III(A)(1)( b) by \$500.00 per month for each additional Child, with any remainder due after birth. These payments will begin upon ultrasound confirmation of a multiple pregnancy and continue for each month during which Gestational Carrier remains pregnant with multiples. If at any point it is determined that Gestational Carrier is no longer pregnant with multiples, she will retain the monthly payments she has already received, but will not receive any further distribution of the multiples fee.

All calculations referred to in section III(A)(1) at \$750.00 per week will be increased by \$125.00 per week per additional Child, provided Gestational Carrier was pregnant with multiples at the time of the miscarriage, termination or delivery.

B. Mock Cycle

Gestational Carrier will receive \$300.00 for the mock cycle, to be sent within ten (10) business days after completion of the cycle.

C. Embryo Transfer

Gestational Carrier will receive \$500.00 when she begins taking injectable medication in anticipation of the embryo transfer, and an additional \$300.00 after the embryo transfer procedure, to be sent within ten (10) business days after the date of the transfer. If the embryo transfer is unsuccessful, Gestational Carrier shall receive the same sums if she undergoes subsequent cycles. Gestational Carrier shall notify NWSC when injectable medication actually begins and when the embryo transfer actually occurs.

D. Cancelled Cycle

If the cycle is cancelled due to no fault of Gestational Carrier and she has begun taking injections, she will keep the \$500.00 that she received when she started taking injections for the cycle.

E. Maternity Clothing

If a pregnancy is confirmed, Gestational Carrier will receive \$500.00 for maternity clothing expenses (or \$750.00 if she is pregnant with multiples), to be sent within ten (10) business days following the completion of the twelfth (12<sup>th</sup>) week of gestation.

F. Monthly Expense Allowance

Intended Parents will pay Gestational Carrier \$200.00 per month for miscellaneous expenses, with payments beginning on the first of the month immediately following execution of this Agreement or the beginning of Gestational Carrier's medical screening appointments, whichever occurs first. These payments shall continue on the first of each subsequent month until one (1) month following delivery of the Child, miscarriage of the pregnancy or termination of the pregnancy pursuant to the terms of this Agreement; or, if this Agreement is terminated according to its terms prior to birth, miscarriage, or termination of pregnancy, the payment shall continue until NWSC and all Parties are notified of the termination. In other words, Gestational Carrier will receive the payment after she begins medical screening appointments or after all parties have signed the Agreement, and she is waiting to begin a cycle, waiting between cycles, or is pregnant.

If Gestational Carrier and Intended Parents agree that Gestational Carrier will provide breast milk for the Child after birth, then the monthly expense allowance will continue for so long as the provision of breast milk continues.

Expenses covered by this allowance include local travel (less than 50 miles one way), lost wages due to regular prenatal appointments, childcare for regular prenatal appointments, telephone calls, faxes, postage and other reasonable and necessary miscellaneous expenses. Gestational Carrier is not required to provide receipts for expenses paid pursuant to this section.

G. Cesarean Section

If Gestational Carrier delivers by cesarean section for medical reasons, she shall receive \$1,500.00 for her pain, suffering and inconvenience, to be sent within ten (10) business days following the procedure.

H. Invasive Procedures

If Gestational Carrier undergoes a required invasive procedure related to a pregnancy achieved pursuant to this Agreement, including but not limited to amniocentesis, chorionic villi sampling, biopsy, selective reduction of pregnancy or D&C, she shall receive \$750.00 per procedure, to be sent within ten (10) business days following the procedure(s).

If Gestational Carrier undergoes a termination of pregnancy pursuant to the terms of this Agreement that is performed after the end of the thirteenth week of gestation, she shall receive \$2,000.00, in addition to any other Invasive Procedure fees that are applicable under this Agreement.

I. Loss of Uterus, Fallopian Tubes, or Ovaries

If Gestational Carrier suffers a loss of her uterus as a result of the performance of her obligations under this Agreement, she shall receive \$5,000.00 from Intended Parents.

Additionally, if Gestational Carrier suffers a loss of one or more fallopian tubes or ovaries as a result of the performance of her obligations under this Agreement, she shall receive \$2,500.00 from Intended Parents. The amount of \$2,500.00 shall be the same regardless of whether one or more of her fallopian tubes or ovaries are lost.

Intended Parents shall not be responsible for any compensation under this section if the loss occurs more than three months after the date of delivery, termination or miscarriage. Although Gestational Carrier and Gestational Carrier's Husband assume the medical risks of a loss of reproductive capacity, Intended Parents agree to pay these sums to compensate Gestational Carrier for her additional discomfort and distress that may result.

J. Life Insurance

Intended Parents agree to pay for a term life insurance policy for Gestational Carrier that provides coverage in the amount of \$350,000.00. Intended Parents are responsible for paying the premiums and shall maintain the life insurance for eight weeks after the date of birth.

Gestational Carrier is responsible for obtaining the life insurance coverage and shall designate her spouse and children (in trust, via custodian, or directly) as the beneficiaries of the policy. Gestational Carrier agrees to provide NWSC with documentation that she has submitted her application prior to undergoing an embryo transfer procedure. Gestational Carrier will inform NWSC, in writing, of any renewal or cancellation notices received during the term of this Agreement.

Gestational Carrier's failure to obtain life insurance shall constitute a waiver by Gestational Carrier and a release of Intended Parents' obligation to provide life insurance coverage to Gestational Carrier. Gestational Carrier's failure to notify NWSC in writing of a renewal or cancellation notice shall constitute a waiver by Gestational Carrier and a release of Intended Parents' obligation to provide any further life insurance coverage to Gestational Carrier.

Intended Parents' liability to Gestational Carrier, Gestational Carrier's Husband, Gestational Carrier's children and heirs, and Gestational Carrier's estate in the event of Gestational Carrier's death is limited to Intended Parents' agreement to provide life insurance and any life insurance benefits received.

K. Counseling

Intended Parents shall provide up to \$1,000.00 for surrogacy-related counseling for Gestational Carrier. The funds provided by Intended Parents for surrogacy-related counseling will be available for a maximum of one year following birth and are available only for the purpose of counseling.

L. Attorney Fees

1. Intended Parents shall be responsible for Gestational Carrier's attorney fees up to \$1,200.00 for the review of this Agreement prior to the time Gestational Carrier and Gestational Carrier's Husband sign the Agreement.

2. Intended Parents shall be responsible for Gestational Carrier's attorney fees in order to establish Intended Parents' legal relationship with the Child.

3. Intended Parents shall be responsible for a maximum of \$375.00 for Gestational Carrier's attorney fees incurred if she consults with an attorney for an interpretation of the Agreement after the Agreement has been signed.

4. Intended Parents shall not be responsible for attorney fees incurred in efforts by Gestational Carrier or Gestational Carrier's Husband to avoid, dispute or challenge the terms of this Agreement.

M. Taxes

Intended Parents shall not be responsible for any federal, state or local taxes that might be owed by Gestational Carrier and Gestational Carrier's Husband for any payments made pursuant to this Agreement. NWSC does not provide advice regarding tax issues. The parties are

advised to consult independent counsel or tax professionals regarding tax issues. It is the responsibility of any person receiving payments or reimbursements pursuant to this Agreement to determine the tax consequences and to make any necessary reports to the federal and state taxing authorities.

N. Gestational Carrier's Medical Insurance

Gestational Carrier has health insurance through \_\_\_\_\_. Gestational Carrier has provided Intended Parents with a copy of her policy and proof of coverage so that Intended Parents can review the policy before they incur or pay any expenses pursuant to this Agreement. Intended Parents have had an opportunity to review the policy and they are satisfied with the coverage.

If Intended Parents ask Gestational Carrier to obtain a different or supplemental health insurance policy, Intended Parents will pay the premiums for the new policy for coverage beginning when the insurance is obtained and continuing for eight (8) weeks after delivery, termination of pregnancy, miscarriage or a failed embryo transfer, unless there are ongoing complications from the pregnancy or birth at eight (8) weeks, in which case they will continue to be responsible for the premiums for a maximum of eight (8) additional weeks. However, if the Agreement is terminated before Gestational Carrier begins IVF medication or if she terminates the Agreement for any reason other than pursuant to the advice of IVF Clinic, Intended Parents' obligation to pay the premiums shall cease immediately. Gestational Carrier agrees to cooperate in applying for any such alternate insurance.

During the term of this Agreement, Gestational Carrier and Gestational Carrier's Husband shall make their best efforts to maintain Gestational Carrier's medical insurance plan, and agree not to cancel her insurance or take any actions that result in termination of the policy, including but not limited to changing plans or carriers during the term of this Agreement. Gestational Carrier agrees to use her medical insurance for the medical procedures contemplated by this Agreement. Gestational Carrier shall immediately notify Intended Parents and NWSC in writing of any and all notices she receives or becomes aware of regarding her medical insurance coverage. These notices include, but are not limited to, cancellation notices, past payment due notices, changes in coverage, or denial of coverage. The Parties shall make their own investigation of the existence and extent of coverage for the conduct contemplated by this Agreement.

If Gestational Carrier or Gestational Carrier's Husband cancel her policy or knowingly take any action that results in termination of her policy, Intended Parents will not be responsible for any medical expenses that would have been covered had Gestational Carrier's present policy remained in force. Intended Parents and Gestational Carrier will use their best efforts to obtain replacement insurance for Gestational Carrier, if such insurance is available.

The Parties represent that they are not relying on NWSC or their attorneys to determine the adequacy or sufficiency of any health insurance policy obtained by Gestational Carrier or Intended Parents for purposes of this Agreement. NWSC makes no representations regarding the adequacy of any health insurance policy.

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O. Gestational Carrier's Medical Expenses

1. Intended Parents will pay the expenses for Gestational Carrier's medical screenings incurred in connection with this Agreement and in preparation for pregnancy and for medical expenses associated with in vitro fertilization and embryo transfers.

2. Intended Parents will pay the co-pays, coinsurance and deductibles for Gestational Carrier's pregnancy and birth-related medical expenses incurred as a result of her performance under this Agreement, during her pregnancy and the post-partum period. Intended Parents will be responsible for co-pays, coinsurance and deductibles for a maximum of eight (8) weeks after delivery, termination of pregnancy, miscarriage or a failed embryo transfer, unless there are ongoing complications from the pregnancy or birth at eight (8) weeks, in which case they will continue to be responsible for a maximum of eight (8) additional weeks.

3. Gestational Carrier and Gestational Carrier's Husband agree to use their best efforts to maintain Gestational Carrier's health insurance policy for eight (8) weeks after birth, termination of pregnancy, miscarriage or a failed embryo transfer, unless there are ongoing complications from the pregnancy or birth at eight (8) weeks, in which case they will continue to maintain the insurance for a maximum of eight (8) additional weeks.

4. Intended Parents shall be responsible for the deductible portion of Gestational Carrier's medical expenses only if the expenses are incurred in relationship to the pregnancy. Intended Parents shall make any payments due for medical co-pays, coinsurance and deductibles to the health care provider in a timely manner or reimburse Gestational Carrier if she made the payment.

5. Gestational Carrier shall submit all pregnancy and birth-related medical expenses to her insurance company for payment and make her best efforts to ensure that her medical insurance company makes payment. If Gestational Carrier seeks reimbursement or payment pursuant to this section, she shall provide NWSC with a receipt or invoice indicating the amount owed and medical treatment or service which generated the co-pay, coinsurance or deductible expense.

6. Under no circumstances will Intended Parents be responsible for any pregnancy or birth-related medical expenses incurred more than eight (8) weeks after the date of birth, miscarriage, termination of the pregnancy or failed embryo cycle, or more than sixteen (16) weeks after the date of birth, miscarriage, termination of the pregnancy or failed embryo cycle, if ongoing complications from the pregnancy or birth exist at eight (8) weeks, as described in paragraph 2 above. Intended Parents recognize that they may receive bills for which they are responsible after the expiration of the applicable time period because of the medical providers' billing practices and processing time, but that the expenses for which they are responsible were incurred during the covered time period.

7. Nothing in this Agreement shall be interpreted to create a legal obligation to pay on the part of the Intended Parents for services that are covered under Gestational Carrier's

health insurance. Intended Parents are not Guarantors of medical payments, and the Parties do not intend that there be any third party beneficiaries of or to this Agreement.

8. “Gestational Carrier’s pregnancy and birth-related medical expenses” include but are not limited to services provided by physicians, obstetricians, midwives, hospitalization, pharmaceutical, laboratory and physical therapy providers. “Gestational Carrier’s pregnancy and birth related medical expenses” do not include expenses for psychological or emotional conditions that Gestational Carrier may experience as a result of her performance under this Agreement or services provided by mental health therapists, including but not limited to, psychologists, psychiatrists, social workers and counselors.

P. Child’s Medical Insurance and Expenses

Intended Parents agree to obtain medical insurance upon birth that will cover any child born pursuant to this Agreement beginning on the date of birth Intended Parents may add the Child to a family insurance policy, if applicable, or may obtain an individual health insurance policy for the Child at birth. Intended Parents will be responsible for any premiums charged for the Child’s coverage, and for any co-pays, coinsurance and deductibles. In the event Intended Parents do not obtain medical insurance for the Child, Intended Parents agree to pay directly for any and all medical costs for the Child.

Q. Lost Income and Childcare for Screening Appointments

If Gestational Carrier is required to miss work in order to attend medical screening appointments related to her performance under this Agreement, Intended Parents shall reimburse her for her lost income up to a maximum of twelve (12) hours total. Gestational Carrier shall be reimbursed for her gross lost wages, in an amount to be determined based on her current income of \$19.54 per hour.

Gestational Carrier will also be reimbursed if she incurs supplemental childcare expenses (beyond the childcare she would normally utilize) in order to attend the required medical screening appointments. Reimbursable expenses for childcare shall not exceed \$12.00 per hour, up to a maximum of twelve (12) hours total.

R. Lost Income and Childcare for Embryo Transfer Procedures

If Gestational Carrier is required to miss work for an embryo transfer, the physician-directed bedrest following a transfer, or for related medical monitoring, she will be reimbursed for her lost income for the number of hours missed from work. Gestational Carrier shall be reimbursed for her gross lost wages, in an amount to be determined based on her current income of \$19.54 per hour.

If Gestational Carrier incurs additional costs for childcare for an embryo transfer, the physician-directed bedrest following a transfer, or for related medical monitoring, she will be reimbursed for supplemental childcare expenses (beyond the childcare she would normally utilize).

Reimbursable expenses for childcare shall not exceed \$12.00 per hour. If 24 hour childcare is required, reimbursable expenses shall not exceed \$200.00 per day.

S. Disability/Lost Income

If Gestational Carrier is unable to continue her employment or is required to reduce her work hours due to medical conditions caused by the pregnancy, and her obstetrician recommends that she reduce her work hours or quit working to protect her health or the health of the fetus, Intended Parents shall reimburse Gestational Carrier for her lost income to the extent it is not replaced by disability insurance reimbursements. Gestational Carrier shall use her best efforts to obtain wage replacement from any available disability insurance policies, to help offset Intended Parents' costs.

Gestational Carrier shall be reimbursed for her gross lost wages in an amount to be determined based on her average income at the date of disability. Gestational Carrier typically works 40 hours per week and earns \$19.54 per hour (gross). Her income may be more or less at the time of disability, and Gestational Carrier shall provide written proof of income at the time of disability. Because Gestational Carrier's work hours vary from week to week, the reimbursement amount will be calculated using an average of Gestational Carrier's gross income over the preceding two (2) months.

Gestational Carrier shall be entitled to receive reimbursement beginning on the date of disability and continuing through the date of delivery or until her obstetrician releases her to return to work, whichever occurs first. If Gestational Carrier seeks reimbursement pursuant to this section, she shall provide Intended Parents with a written recommendation from her obstetrician.

T. Lost Income After Delivery

If Gestational Carrier is employed at the time of delivery, or was employed during the pregnancy and was unable to continue her employment based on her obstetrician's recommendation, Intended Parents agree to reimburse Gestational Carrier for her gross lost income from the time of delivery until her obstetrician releases her to return to work, but in no event for longer than three weeks after vaginal delivery or five weeks after birth if she delivers by cesarean section. Intended Parents shall not be responsible for Gestational Carrier's lost income to the extent her income is replaced by disability insurance reimbursements.

Gestational Carrier shall be reimbursed in an amount to be determined based on her income at the time of delivery. If Gestational Carrier seeks reimbursement pursuant to this section, she shall provide NWSC with written proof of her current income.

U. Lost Income for Gestational Carrier's Husband

Intended Parents also agree to pay for up to ten (10) days of lost income for Gestational Carrier's Husband if he is required to miss work for his performance under this Agreement or to assist Gestational Carrier as a result of her performance under this Agreement. The amount shall be determined based on Gestational Carrier's Husband's income at the time he misses

work. Gestational Carrier's Husband's gross income is currently approximately \$15.50 per hour, and he works 40 hours per week. His income may be more or less at the time of the request for reimbursement, and he shall provide NWSC with written proof of income.

V. Childcare and Housekeeping in the Event of Disability

If Gestational Carrier is unable to continue caring for her children and maintaining her household due to medical conditions caused by the pregnancy, and her obstetrician prescribes bedrest or places restrictions on her activity to protect her health or the health of the fetus, and she needs the assistance of individuals who require compensation, Intended Parents agree to pay Gestational Carrier's expenses for supplemental childcare and housekeeping from the date Gestational Carrier is placed on bedrest or required to restrict her activities through the date of delivery. Expenses for childcare shall not exceed \$12.00 per hour and \$300.00 per week, unless otherwise agreed to in writing by the Parties. Expenses for housekeeping shall not exceed \$80.00 per week unless otherwise agreed to in writing by the Parties.

Reimbursement for childcare shall be limited to supplemental childcare that Gestational Carrier requires because of her disability. "Supplemental childcare" means childcare above and beyond the services utilized by Gestational Carrier prior to her disability.

Gestational Carrier shall provide NWSC with provider receipts for childcare and housekeeping expenses if they are requested because of bedrest or restrictions on her activities. Gestational Carrier will not be reimbursed unless she provides the receipts, which include the provider's name, the nature of the expense, the date services were provided and the amount of the expense. Reimbursement will not occur until after the childcare and housekeeping has been provided, the expenses earned by the outside provider and the necessary documentation provided to NWSC.

If Gestational Carrier seeks compensation pursuant to this section, she shall provide NWSC or Intended Parents with a written recommendation from her obstetrician. Any reimbursements due under this section shall be paid on the first and/or the fifteenth of each month as applicable.

W. Childcare During and After Delivery

Intended Parents will also reimburse Gestational Carrier for supplemental childcare expenses for the labor and delivery of the Child, and for up to two (2) weeks following a vaginal delivery, up to a maximum of \$600.00 total, or four (4) weeks following a cesarean delivery, up to a maximum of \$1,200.00 total.

Gestational Carrier shall provide NWSC with provider receipts for childcare expenses if they are requested pursuant to this paragraph. Gestational Carrier will not be reimbursed unless she provides the receipts, which include the provider's name, the nature of the expense, the date services were provided and the amount of the expense. Reimbursement will not occur until after the childcare has been provided, the expenses earned by the outside provider and

the necessary documentation provided to NWSC. Any reimbursements due under this section shall be paid on the first and/or the fifteenth of each month as applicable.

X. Breast Milk

The Parties have agreed that Gestational Carrier will not pump and provide breast milk for the child. In the event the Parties later agree to the provision of breast milk by Gestational Carrier, Gestational Carrier agrees to use her best efforts to pump and provide breast milk for the Child for so long as Gestational Carrier and Intended Parents mutually agree. Intended Parents would be responsible for the cost of renting a professional breast pump, purchase of other necessary supplies, and payment for pickup and delivery of the breast milk. In addition, Intended Parents agree to pay Gestational Carrier \$300.00 per week for her additional time and effort in providing the milk.

Y. Travel Expenses

To the extent Gestational Carrier is required to travel greater than fifty (50) miles from her home to fulfill her obligations under this Agreement, she will be reimbursed for her actual, reasonable travel expenses as provided below. Gestational Carrier currently resides within 50 miles of IVF Clinic and is therefore not expected to receive reimbursement of travel expenses. However, the Parties understand that circumstances may change during the course of this Agreement, such as Gestational Carrier's residence or the selection of IVF Clinic, in which case the following provisions may apply:

1. Mileage at the rate of fifty-seven (57) cents per mile for travel greater than fifty (50) miles from her home (presently \_\_\_\_\_, Oregon) to IVF Clinic or another facility for screening and medical appointments. If Gestational Carrier is required to travel by air, Intended Parents will pay for coach airfare to IVF Clinic, as well as parking charges and additional reasonable ground transportation expenses for travel between the airport, hotel and IVF Clinic. Gestational Carrier will be reimbursed for her adult companion's airfare and/or mileage for the embryo transfer appointment and other appointments as required by IVF Clinic.

2. If Gestational Carrier is required to stay overnight away from her home for her performance of this Agreement, Intended Parents agree to pay for a reasonable, cost efficient hotel, with arrangements to be made or approved in advance by NWSC or Intended Parents.

3. For a required overnight trip away from her home, Gestational Carrier will also receive a non-accountable meal allowance of \$75.00 per day. Days of travel to IVF Clinic for an overnight stay qualify for receiving the allowance; days of travel home qualify as a half-day of travel and she will receive a non-accountable meal allowance of \$35.00. For a required day trip to IVF Clinic, Gestational Carrier will receive a non-accountable meal allowance of \$35.00 per day.

Any reimbursements due under this section shall be sent within ten (10) business days of receiving Gestational Carrier's request for reimbursement.

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#### IV. PRENATAL TESTING AND TERMINATION OF PREGNANCY

##### A. Prenatal Testing

Gestational Carrier agrees to undergo prenatal testing, including but not limited to nuchal translucency, amniocentesis, quadruple screen test, chorionic villi sampling and ultrasounds, if requested by Intended Parents or advised by Gestational Carrier's obstetrician. Gestational Carrier agrees to undergo the requested prenatal screening during the stage of the pregnancy recommended by the obstetrician for optimal effectiveness.

##### B. Termination of Pregnancy

1. The Parties understand that Gestational Carrier may have a unilateral legal right to terminate or not terminate any pregnancy that she may be carrying. The Parties understand that the exercise of such rights has consequences to the other Parties and this Agreement sets forth the consequences that Gestational Carrier and the other Parties acknowledge will be the result of Gestational Carrier exercising any such rights.

2. The intention of this Agreement is to allow Intended Parents to decide whether to terminate a pregnancy with their Child if the Child has medical conditions that Intended Parents find incompatible with an acceptable quality of life, except that Intended Parents agree that they will not request Gestational Carrier to terminate an otherwise healthy twin pregnancy. If Intended Parents jointly request Gestational Carrier to terminate the pregnancy because of the Child's medical condition(s), she will do so promptly. If Gestational Carrier refuses to terminate, Gestational Carrier will have materially breached this Agreement and Intended Parents' obligations under this Agreement shall cease immediately. In such event, Intended Parents shall be entitled to reimbursement of all compensation and expenses paid by them pursuant to this Agreement. Despite a material breach of this provision by Gestational Carrier, Intended Parents shall nonetheless assume custody of the Child.

3. Gestational Carrier agrees not to terminate the pregnancy unless her obstetrician concludes that termination of the pregnancy is necessary for Gestational Carrier's health or Intended Parents have jointly requested a termination because the Child has medical conditions that Intended Parents find incompatible with an acceptable quality of life. If Gestational Carrier terminates the pregnancy for any other reason she will have materially breached this Agreement.

4. If Gestational Carrier's obstetrician recommends termination because it is necessary for Gestational Carrier's health, Gestational Carrier shall notify Intended Parents and NWSC at least ten (10) days prior to termination of the pregnancy unless immediate termination is required because of a medical emergency threatening Gestational Carrier's health or life. Intended Parents shall be entitled to consult with the obstetrician prior to termination, and Gestational Carrier agrees to cooperate in obtaining a second opinion at Intended Parents' request.

5. In the event of a miscarriage or termination of pregnancy, the Parties may agree to attempt to achieve a second pregnancy. If the Parties decide to go forward with another attempt at pregnancy, the terms of this Agreement shall govern.

6. In the event of a miscarriage or termination of pregnancy, either Intended Parents or Gestational Carrier may terminate this Agreement, upon written notice to the other, and if such notice is given, neither Gestational Carrier nor Intended Parents have any further obligation under this Agreement. Gestational Carrier shall receive the expenses and reimbursement described in section III.

V. SELECTIVE REDUCTION

Although the Parties intend to transfer only one embryo in any given cycle, they understand there is still the possibility that a multiple pregnancy will result. The Parties agree they will consent to selective reduction of fetuses if Gestational Carrier becomes pregnant with more than two fetuses or if it is recommended by IVF Clinic or Gestational Carrier's obstetrician for the health or life of Gestational Carrier or the fetuses. Intended Parents agree that they will not request Gestational Carrier to undergo a selective reduction because of an otherwise healthy twin pregnancy.

If a selective reduction procedure is contemplated by any Party to this Agreement, she or he will communicate promptly to the other Parties and to NWSC before taking any action.

VI. PARENT-CHILD RELATIONSHIP

A. Gestational Carrier and Gestational Carrier's Husband

Gestational Carrier and Gestational Carrier's Husband agree that the Child is being conceived for the purpose of placing the Child in the custody of the Intended Parents so they can parent the Child and establish their legal relationship with the Child. Gestational Carrier and Gestational Carrier's Husband agree not to form or attempt to form a parent-child relationship with any child born pursuant to this Agreement.

Gestational Carrier and Gestational Carrier's Husband agree to sign and deliver to Intended Parents or their attorney all necessary documents prior to and after the birth of the Child, including but not limited to all necessary affidavits, documents, releases and consents in order to terminate their parental rights to the Child, to acknowledge and create Intended Parents' parental rights, to establish custody, guardianship, paternity or maternity, or to assist Intended Parents in an adoption of the Child, and to further the intent and purposes of this Agreement.

Gestational Carrier and Gestational Carrier's Husband agree to relinquish the Child to Intended Parents as soon as possible after birth, acknowledging and agreeing that it is in the best interest of the Child to do so.

Gestational Carrier shall sign a Power of Attorney authorizing Intended Parents to make all medical decisions regarding the Child immediately upon the Child's birth. This Power of Attorney will be signed prior to the Child's birth. An additional Power of Attorney shall be executed after birth if requested by Intended Parents.

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B. Intended Parents

Intended Parents shall take all necessary steps to create and finalize their legal relationship with the Child and to terminate the legal relationship between Gestational Carrier and the Child, and between Gestational Carrier's Husband and the Child. Intended Parents' failure to finalize their legal relationship with the Child shall be considered a failure to perform under this Agreement.

C. Name

Gestational Carrier and Gestational Carrier's Husband agree that Intended Parents have the exclusive and sole right to name the Child. Gestational Carrier will use her best efforts to have the name selected by Intended Parents placed on the Child's birth certificate.

D. Application of ORS 109.239 to ORS 109.247

The Parties intend that both \_\_\_\_\_ and \_\_\_\_\_ will be the legal fathers of any Child conceived as a result of this Agreement, with the accompanying rights and obligations of a legal father. The Parties intend that either \_\_\_\_\_ or \_\_\_\_\_ will be the biological father of any Child conceived as a result of this Agreement, with the accompanying rights and obligations of a legal and the biological father. The Parties do not intend that Intended Parents will be considered sperm donors, and do not intend for ORS 109.239 to ORS 109.247 to apply to any pregnancy or Child resulting from this Agreement.

VII. DEATH OF INTENDED PARENTS

In the event of the death of either of Intended Parents prior to the birth or release of custody of the Child to them, Gestational Carrier and Gestational Carrier's Husband agree that the Child shall be placed in the custody of the survivor.

In the event of the death of both of Intended Parents prior to or subsequent to the birth of the Child, it is understood and agreed by Gestational Carrier and Gestational Carrier's Husband that Intended Parents have executed or will execute estate planning documents prior to the embryo transfer which include provisions for the care and custody of the Child. Gestational Carrier and Gestational Carrier's Husband agree to cooperate in fulfilling the intent of Intended Parents regarding the custody of the Child including signing and delivering all necessary documents.

VIII. SEPARATION OR DIVORCE OF INTENDED PARENTS

In the event that Intended Parents separate or divorce during the term of this Agreement, Gestational Carrier and Gestational Carrier's Husband agree that the Child shall be surrendered and released to the Intended Parents pursuant to any legal agreement between the Intended Parents or as ordered by a court of competent jurisdiction. Gestational Carrier and Gestational Carrier's Husband agree to cooperate by signing and delivering any and all necessary documents.

IX. SEPARATION OR DIVORCE OF GESTATIONAL CARRIER AND GESTATIONAL CARRIER'S HUSBAND

In the event that Gestational Carrier and Gestational Carrier's Husband separate or divorce during the term of this Agreement, Gestational Carrier and Gestational Carrier's Husband understand and agree that they are still bound by the terms of this Agreement, that they will fulfill their obligations under this Agreement, and that they will cooperate fully in signing all necessary legal documents allowing the Child's relinquishment to Intended Parents and for the termination of their parental rights to the Child.

X. ASSUMPTION OF MEDICAL, PSYCHOLOGICAL AND LEGAL RISKS

A. Gestational Carrier and Gestational Carrier's Husband

Gestational Carrier and Gestational Carrier's Husband are aware of the medical, psychological, financial and legal risks that may result from the procedures contemplated by this Agreement. It is Gestational Carrier and Gestational Carrier's Husband's sole responsibility to obtain information regarding the medical, psychological, financial and legal risks associated with this Agreement.

Gestational Carrier and Gestational Carrier's Husband agree to assume all risks, including the risk of Gestational Carrier's death, that are incidental to fertility treatment, hormone and other drug therapies, in vitro fertilization, embryo transfer, conception, pregnancy, childbirth and postpartum complications.

Gestational Carrier and Gestational Carrier's Husband knowingly and voluntarily release, waive, abandon and forever discharge Intended Parents from any and all liability arising out of this Agreement, and agree that except as to the promises and covenants to be performed by Intended Parents, Gestational Carrier and Gestational Carrier's Husband shall not look to Intended Parents for any other damages, compensation or reimbursement of any kind or character.

Gestational Carrier and Gestational Carrier's Husband knowingly and voluntarily release, waive, abandon and forever discharge NWSC from any and all liability arising out of this Agreement, and agree that except as to any promises and covenants to be performed by NWSC, Gestational Carrier and Gestational Carrier's Husband shall not look to NWSC for any other damages, compensation or reimbursement of any kind or character.

B. Intended Parents

Intended Parents acknowledge that they have consulted with health care providers and are aware of the medical risks and complications which may occur or result from the conduct contemplated by this Agreement. Intended Parents understand that the Child might be born with abnormalities or health problems that might not be detected by prenatal diagnostic procedures or tests. Unless otherwise provided in this Agreement, Intended Parents shall take custody of the Child upon birth and shall assume full parental responsibility for the Child, regardless of the Child's health, gender, or physical or mental condition.

Intended Parents knowingly and voluntarily release, waive, abandon and forever discharge NWSC from any and all liability arising out of this Agreement, and agree that except as to the promises and covenants to be performed by NWSC, that Intended Parents shall not look to NWSC for any damages, compensation or reimbursement of any kind or character.

#### XI. CONFIDENTIALITY

The Parties agree to respect each other's privacy and not disclose personal or confidential information about each other that was obtained during the surrogacy process.

The Parties understand that they will be required to disclose personal information to medical, legal and other professionals involved in the surrogacy process in order to fulfill the terms of this Agreement. The Parties agree not to discuss or disclose the specific terms of this Agreement or the details of this surrogacy arrangement with anybody other than the other Parties to the Agreement, their attorneys, physicians and other professionals involved in the surrogacy process, unless they have obtained the written consent of the other Parties. The Parties may speak generally with friends and relatives about their involvement in surrogacy but agree not to disclose the specific terms of this Agreement or the identities of the other Parties or the Child.

The Parties may speak generally about their involvement in surrogacy in social networking outlets (such as Facebook, Twitter and blogs) or to the media (including but not limited to, newspapers, magazines, television, radio, or any entity for the purpose of publication or distribution), but agree not to disclose the specific terms of this Agreement or the identities of the other Parties, including posting photographs of the other Parties, without specific written permission of the other Party. In any disclosure of personal information allowed pursuant to this section, the identity of the Child may be disclosed by Intended Parents and may not be disclosed by Gestational Carrier or Gestational Carrier's Husband.

Nothing contained in this section shall limit disclosure when it is required by statute, rule, regulation or order of a court of competent jurisdiction; however, any Party subject to a required disclosure shall notify the other Parties as far in advance as possible to allow the other Parties to object. The Parties will be required to disclose information for judicial or administrative proceedings for the creation of Intended Parents' legal relationships with the Child and to terminate Gestational Carrier's and Gestational Carrier's Husband's legal relationships with the Child. In the event that litigation arises regarding this Agreement, the Parties agree to take reasonable steps to maintain the confidentiality and privacy of the other parties by requesting the court to take all steps to protect the identities of the Parties.

#### XII. CHANGE OF CIRCUMSTANCES

During the term of this Agreement, the Parties shall inform NWSC and each other in writing of any material change in their circumstances that may reasonably affect this Agreement. These changes include, but are not limited to, change of address, illness or death of a Party, loss of employment, change in marital status, changes in insurance coverage or exposure to communicable illness.

XIII. TERMINATION OF AGREEMENT

Any party to this Agreement may voluntarily withdraw from his or her obligations under this Agreement prior to beginning injected medication for the embryo transfer or if any transfer fails to result in a pregnancy, without penalty or liability. Written notice shall be given to NWSC, the other parties and their attorneys.

Upon termination of this Agreement and if requested by Intended Parents, Gestational Carrier agrees to have a pregnancy test to determine whether or not she is pregnant at the time of the termination of this Agreement. This test shall be requested and paid for by Intended Parents.

XIV. BREACH OF AGREEMENT AND REMEDIES

A breach by either Intended Parent shall constitute a breach by both. A breach by either Gestational Carrier or Gestational Carrier's Husband shall constitute a breach by both.

If any Party is in material breach of this Agreement and the breach is curable, then the non-breaching party shall provide timely and reasonable notice to the breaching party of the breach under the circumstances. The breaching party then has an obligation to cure the breach in a timely and reasonable manner under the circumstances, but in no event longer than seventy-two (72) hours.

If Gestational Carrier is in material breach and fails to timely cure the breach or the breach is incurable, Intended Parents' payment obligations to Gestational Carrier shall cease immediately in Intended Parents' sole discretion. In the event of a material breach, the non-breaching party may pursue all remedies available at law or equity, which might include requiring Gestational Carrier to repay to Intended Parents any sums received from Intended Parents and to reimburse Intended Parents for any other sums expended by Intended Parents pursuant to and in furtherance of this Agreement.

Those terms relating to Intended Parents' parental rights and their right to sole and exclusive custody of any Child may not be diminished, disturbed or otherwise affected by any actual or alleged breach.

This section is not intended to prevent or limit a party from seeking any and all available legal and equitable remedies.

XV. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties and may be modified only by written agreement of the parties.

XVI. ATTORNEY FEES

The prevailing party in any action arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

XVII. TIME IS OF THE ESSENCE

Time is of the essence with respect to each material obligation of this Agreement.

XVIII. SEVERABILITY

In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provision shall be deemed invalid due to its scope or breadth, then that provision shall be deemed valid to the extent of the scope or breadth permitted by law.

XIX. SURVIVAL

In the event this Agreement is terminated, the following shall survive termination of this Agreement: any Party's representations made in connection with this Agreement; any Party's assumption of risks; any provisions regarding establishing or terminating parental rights; agreements regarding confidentiality; and obligations for payment that have accrued before termination of the Agreement.

XX. SIGNATURE IN COUNTERPARTS

The Parties agree that this Agreement may be signed in counterparts and that each counterpart will be deemed to be an original and when taken together shall constitute one valid and binding Agreement.

XXI. AGENCY, PARTNERSHIP, EMPLOYMENT OR JOINT VENTURE

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

XXII. HEIRS AND ASSIGNS

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

XXIII. FURTHER ASSURANCES

The Parties agree to cooperate with one another in accomplishing the objectives of this Agreement and to sign and provide all documents, and take such actions as may be necessary or advisable to carry out the intentions of the Parties.

XXIV. CHOICE OF LAW AND JURISDICTION

Gestational Carrier and Gestational Carrier's Husband are residents of the State of Oregon. NWSC is a limited liability company doing business in the State of Oregon. Gestational Carrier will be providing the services required under this Agreement in the State of Oregon. Medical

procedures to achieve conception will occur in the State of Oregon, and the birth shall occur in the State of Oregon.

All Parties agree that this Agreement will be governed and interpreted by Oregon law. The Parties enter into this Agreement with the intention that it will be fully enforceable, and submit to the jurisdiction of the Oregon courts in resolving any dispute.

All Parties agree that any legal procedures to establish parental rights relating to the Child shall occur in the State of Oregon and shall be subject to Oregon law and to the jurisdiction of Oregon courts.

**XXV. SEPARATE REPRESENTATION AND CONFLICT WAIVER**

The initial draft of this Agreement has been prepared by Northwest Surrogacy Center, LLC, which provides no legal representation or legal services to the Parties to this Agreement. The Parties are not represented by NWSC. The Parties are being represented by separate attorneys of their own selection for negotiation of any changes to the standard agreement and for legal proceedings relating to parental rights.

Intended Parents' attorney represents only Intended Parents and is not providing legal advice to Gestational Carrier and Gestational Carrier's Husband. Gestational Carrier and Gestational Carrier's Husband are being represented by independent counsel.

The Parties understand that a potential conflict of interest exists when one party's attorney is suggested, referred by or paid for by the other party. Gestational Carrier and Gestational Carrier's Husband have had the opportunity to select and consult with an attorney to represent their legal interests. Gestational Carrier and Gestational Carrier's Husband waive any potential conflict of interest that might exist as the result of Intended Parents' payment of any of their attorney's fees.

**XXVI. VOLUNTARY SIGNATURE**

Each Party acknowledges that he or she has read and fully understands this Agreement and its legal effects and that he or she is signing the same freely and voluntarily, and that neither Party has any reasons to believe that the others do not freely and voluntarily execute this Agreement.

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XXVII. EFFECTIVE DATE

This contract shall become effective upon signature by all Parties.

Dated: \_\_\_\_\_  
\_\_\_\_\_, Intended Father

Dated: \_\_\_\_\_  
\_\_\_\_\_, Intended Father

Dated: \_\_\_\_\_  
\_\_\_\_\_, Gestational Carrier

Dated: \_\_\_\_\_  
\_\_\_\_\_, Gestational Carrier's Husband

