



INTENDED PARENT FINANCIAL AGREEMENT

Payable to Footsteps to Family:

There is no fee for consultations, registration, completion of application, or continued communication with Footsteps To Family. One half of the agency fee is required prior to the initiation of any testing on a gestational surrogate, or subsequent match call. The second half of the fee is due upon a successful surrogate match, prior to the release of either party's identifying information.

Footsteps to Family has created two programs to better serve the needs of our clients. Please indicate with your initials, which program you are interested in.

Full Service \$16,000 (non-refundable)_____Initials

This option is for Intended Parents who would like Footsteps to Family to manage the relationship from beginning to end. It allows for the Intended Parents and Surrogates to focus their relationship exclusively on the pregnancy. The agency fee is paid once, regardless of how many Surrogates the Intended Parents have to go through in order to achieve parenthood. The Full Service option includes the following:

1. Customized surrogate recruiting
2. Background Check – after selection and billed to expense account
3. Screening Coordination
 - a. Psychological evaluation – will be billed to expense account
 - b. MMPI available upon request will be billed to expense account
 - c. DQ Alpha testing available upon physician's request
4. Travel Arrangements
 - a. Airline – will be billed to expense account
 - b. Hotel – will be billed to expense account
 - c. Transportation – will be billed to expense account
5. Process third party payments per the terms of the negotiated contracts
6. Disperse surrogate fees, as per contract
7. Monitor surrogate expenses
 - a. Disperse expense reimbursement as per contract
 - b. Provide detailed account statements
8. Assist IP and surrogate with surrogate insurance
 - a. Health
 - b. Life
9. Guide surrogate and intended parents through legal channels

- a. Independent counsel for both
- 10. Maintain surrogate/intended parents support contact
- 11. This agency fee is applicable until the Intended Parents have achieved the goal of the birth of a child, and does not have an expiration date.

Account Management Service

\$8,000

_____Initials

This option is for those Intended Parents who have found a Surrogate on their own and are interested in account services to manage all of the financial, and support aspects of a surrogacy arrangement. The Account Management Service Option includes the following:

1. Manage and distribute funds based on the negotiated contract between parties.
2. All distributions will have accompanying documentation.
3. Provide monthly account statements.
4. All distributions will be copied to the Intended Parents so they are aware of payments made on their behalf.
5. Provide any travel arrangements needed for surrogate related to IVF cycle.

SAMPLE SURROGATE COMPENSATION OUTLINE

Surrogate compensation is uniquely personal. Most surrogates want to set their own base compensation. With that in mind, Footsteps To Family created a benefit package below. Every surrogate will receive it upon completion of her application. This form contains base industry standards for first time surrogates. She has the opportunity to set her own fee, input her own figures for health/life insurance premiums, lost wages, etc. but many of the other fees may remain standard. With that being said, a surrogate does have the latitude to change any fees, should she so desire. Often times, repeat surrogates (those having successfully completed the process before) will have higher base compensations. You will see a form similar to this attached any gestational surrogate profile you review. **The following guide is merely an example of a compensation package, and should serve as a reasonable basis for development of a final contract through independent counsel.** Once the match is made, medical and psychological screening has been completed, your Footsteps To Family case manager will send an attorney referral sheet to your attorney which will have all the terms agreed upon, as well as your surrogate’s signed compensation document. This mitigates many potential holdups and issues during the contract phase of the process.

<p>Surrogate Base Fee: Paid as \$2,400 per month as long as the Surrogate is pregnant, with the first payment due within 5 business days following confirmation of pregnancy by fetal heartbeat and continuing on the 1st of each month. The balance to be paid within two weeks (14 days) after birth.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>If Surrogate delivers child full term, (on or after 32 weeks from date of embryo transfer), all payments listed above will be made even if child is stillborn or does not survive prior to hospital discharge. If Surrogate delivers prematurely (prior to 32 weeks from date of embryo transfer), and the child does not survive to hospital discharge, Surrogate is entitled only to compensation already received as of the date of delivery.</i></p> </div>	<p>\$24,000</p>
<p>Multiple Birth (per additional child carried): Paid as \$1,000 per month as long as the Surrogate is pregnant, with the first payment within on the 1st business day of the month following the 16th week after the embryo transfer and the balance paid within two weeks (14 days) after birth.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>If Surrogate delivers additional children full term, (on or after 30 weeks from date of embryo transfer), all payments listed above will be made even if such additional child(ren) are stillborn or do not survive prior to hospital discharge. If Surrogate delivers multiples prematurely (prior to 30 weeks from date of embryo transfer) and the children do not survive to hospital discharge, Surrogate is entitled only to compensation already receive as of the date of delivery.</i></p> </div>	<p>\$5,000.00</p>
<p>Monthly Expense Allowance: Non-accountable monthly expense allowance is intended to cover miscellaneous expenses relating to the surrogacy arrangement such as local travel, including mileage for trips of 50 miles or less one-way, meals, telephone charges, postage, fax charges, notary fees, childcare charges for doctor and lab appointments, non-prescription vitamin/supplements and over the counter products. This expense allowance will start on the first of the month following the signing of the Agreement and end one month after birth or when the Agreement is terminated.</p>	<p>\$200.00</p>
<p>Injectable Medication Start Fee: Payable on the first business day of the month after Surrogate starts injectable cycle medications</p>	<p>\$500.00</p>
<p>Embryo Transfer fee (per completed transfer): Surrogate will be paid \$750.00 as an additional non- accountable expense allowance on the first business day of the month after each embryo transfer procedure to reimburse Surrogate for any lost wages, and miscellaneous expenses, such as childcare and housekeeping while she is restricted to bed rest by the IVF physician as a result of the embryo transfer procedure. Surrogate shall also be entitled to Travel Expenses if applicable.</p>	<p>\$750.00</p>
<p>Pregnancy confirmation by ultrasound fetal heartbeat: Payable on the first business day of the month after confirmation of fetal heartbeat</p>	<p>\$500.00</p>
<p>Dropped Cycle Fee If cycle is cancelled due to no fault of the Surrogate, and she has already begun taking injectable cycle medication.</p> <p>Mock Cycle Fee If the IVF Physician requires the Surrogate to undergo a mock cycle.</p>	<p>\$500.00</p> <p>\$500.00</p>
<p>Maternity Clothing Allowance \$500 for singleton or \$750 for multiples (payable on the first of the month following the 14th week after embryo transfer).</p>	<p>\$500/\$750.00</p>

<p>Invasive Procedure/Loss of Reproductive Organ \$500.00 for the following:</p> <ul style="list-style-type: none"> • D&C (except when done with any other procedure listed herein) • Amniocentesis or CVS (per fetal sac) • Cerclage • Any procedure requiring anesthesia (except when used as part of any procedure herein) <p>\$1,000.00 for the following:</p> <ul style="list-style-type: none"> • Fetal reduction (per fetal sac) • Abortion/Termination (physician recommended or requested by IPs) • Ectopic pregnancy <p>\$2,000.00 for a physician recommended cesarean section</p> <p>\$1,000.00 Loss of reproductive organ as a result of the pregnancy and within 3 months of termination or delivery:</p> <ul style="list-style-type: none"> • Loss of ovaries or fallopian tubes (unless the loss is result of an ectopic pregnancy, then Surrogate shall receive ectopic pregnancy fee in lieu of this fee) <p>\$3,000.00 Hysterectomy or surgical procedure resulting in loss of uterus within 3 months of termination or delivery (this fee is in lieu of the \$1,000.00 reimbursement listed above for loss of reproductive organ)</p>	<p>Actual cost (as applicable)</p>
<p>Physician Ordered: Bed Rest or Restricted Physical Activity:</p> <p>Lost Wages for physician ordered bed rest <u>after</u> a pregnancy is achieved - limited to the gross lost earnings, and only the amount not paid by State Disability Insurance.</p> <ul style="list-style-type: none"> • Surrogate must provide a doctor's note on letterhead explaining the reason for the bed rest and the dates the bed rest will apply. • Surrogate must make a disability claim, if available, to be eligible to recover from the Intended Parents and provide Agency with a copy of the claim. • Surrogate must provide her last 3 paycheck stubs to Agency at the time of the bed rest to qualify for lost wages. • The maximum time these benefits will extend is 1 week after a miscarriage or abortion, 4 weeks after a vaginal delivery, or 6 weeks after a cesarean section delivery. • Surrogate's reimbursement for Lost Wages shall not be reduced should she also be entitled to, or required to use paid-time-off, sick time, vacations time, or other paid time-off benefits through her employer for the same period she is entitled to Lost Wages under the direct agreement. 	<p>Actual Cost</p> <p>\$_____.__ max gross hourly wage; max _____ hours per week</p>
<p>Physician Ordered: Bed Rest or Restricted Physical Activity (continued):</p> <p>Housekeeping, Childcare, or Other Expenses. In the event that Surrogate's treating physician orders, in writing, bed rest or restriction of Surrogate's activities, the Intended Parents will reimburse the Surrogate for her reasonable expenses incurred for activities she cannot perform, such as housekeeping and childcare (which are in addition to any childcare expenses otherwise normally incurred by Surrogate) during the period of bed rest or inability to work.</p> <ul style="list-style-type: none"> • Surrogate must provide receipts to Agency be eligible for reimbursement. • The maximum time these benefits will extend is 1 week after a miscarriage or abortion, 4 weeks after a vaginal delivery, or 6 weeks after a cesarean section delivery. 	<p>\$300.00 per week maximum combined</p>

<p>Mileage: If the Surrogate travels more than 50 miles one-way from her home or place of employment for required activities, in addition to her monthly expense allowance she will be reimbursed for her mileage at \$.50 per mile (starting with the 51st mile traveled).</p> <p>Travel Expenses: If Surrogate is required to stay overnight (as pre-approved by Agency) and/or travel long distance (as determined by Agency), she will be reimbursed for Lost Wages, hotel, coach airfare, ground transportation, childcare (maximum of \$100 per day), mileage, meals (non-accountable allowance of \$70/day for Surrogate; or \$100/day for Surrogate + companion), parking, toll fees, etc.</p> <ul style="list-style-type: none"> • Surrogate must provide receipts to the Agency as applicable to be eligible for reimbursement. • Travel Expenses will be paid for all trips required by the IVF Physician 	<p>Actual Cost</p>
<p>Breast Milk: Surrogate shall receive \$250.00 per week for each week that Surrogate pumps and ships colostrum/breast milk to Intended Parents at Intended Parents' request. Intended Parents shall also pay all costs associated with pumping and shipping, including but not limited to, the rental of a double-breasted pump of hospital grade quality, and any storage and/or shipping costs.</p> <p>Check applicable box: <input type="checkbox"/> Willing to pump, if requested; or <input type="checkbox"/> Not willing to pump</p>	<p>\$250/week (if applicable)</p>
<p>Partner Lost Wages: Partner's lost wages are non-accountable (no proof of amount of lost wages shall be required; however Partner must prove he/she did incur lost wages):</p> <ul style="list-style-type: none"> i) Court appearance (max 1 day) ii) Invasive procedures or emergency related to the pregnancy and requiring hospitalization (max 2 days per occurrence) iii) Embryo transfer (max 1 day or length of stay required by IVF Physician if traveling) iii) Birth (max 2 days for vaginal delivery or 4 days for cesarean section delivery) iv) If Partner is required by the IVF clinic to travel for screening (max days as determined by IVF clinic) 	<p>\$160.00 per day (if applicable)</p>
<p>Name of Health Insurance Company _____</p> <p>Who is responsible to pay for premiums? Check one:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Intended Parent(s) (if purchasing a new policy for Surrogate or reimbursing Surrogate); or <input type="checkbox"/> Surrogate (if using her existing policy and covered by employer) <ul style="list-style-type: none"> • Premiums and uncovered medical costs to be paid for 3 months after termination of pregnancy or birth, or for an additional 3 months (6 months total) after termination or birth if Surrogate develops any pregnancy related complications. 	<p>Actual Cost</p> <p>\$ _____.00 Monthly premium</p>
<p>One Year Term Life Insurance (\$250,000.00 Benefit)</p> <ul style="list-style-type: none"> • Commencing within 30 days of confirmation of pregnancy by fetal heartbeat 	<p>\$450.00 max premium</p>
<p>Individual Psychological Counseling</p> <ul style="list-style-type: none"> • As needed, during the term of the Agreement and up to 3 months after birth or termination of the pregnancy or upon termination of the Agreement • Maximum 12 sessions total 	<p>Actual Cost</p>
<p>Options Items/Special Needs:</p>	

Additional Surrogate Fees Paid By Intended Parents

Surrogate Legal Representation ⁽²⁾	\$750 - \$1500
IVF Cycle Fees	\$15,000 and up (depending on clinic)
Medication	\$2000 and up (depending on protocol)

The **agency fee**, regardless of which option is selected, is paid in two portions. A retainer fee is paid to the agency once the Intended Parent wishes to retain the services of FTF. At this time the Intended Parent Financial Agreement must be signed and returned along with the first payment (non-refundable). Upon receipt of the retainer, the agency will provide profiles for the Intended Parents to review. When the Intended Parents wish to have a match call with a prospective surrogate the first half of the remaining agency fee is paid. At the time the match is confirmed, prior to release of any identifying information to either party, the second half of the remaining agency fee is paid. After payment is received, the identities of all parties are revealed. This fee is **non-refundable**.

The **embryo transfer fee** is the fee paid to the surrogate as an additional non-accountable expense allowance as stipulated in the contract, after each embryo transfer procedure.

The **surrogate compensation** is the fee paid to the surrogate for carrying the embryo(s) belonging to the intended parents. This fee is dispersed incrementally throughout the pregnancy. This is paid in addition to the all other compensation as detailed in the negotiated contract. The details of dispersal of these payments will be outlined in the signed contract.

The **travel expense reserve** is collected at the time of a successful gestational surrogate match. This \$4000 fee is collected to cover any expenses incurred by the surrogate during the IVF cycles and pre-contractual phase. Expenses covered under this reserve may include; bridge tolls, parking, taxis, food, hotels, airfare, background check, psychological evaluation, attorney fees, etc. This money will be incorporated into the additional money collected at the time the contract is signed as outlined in the terms set forth. At the completion of the pregnancy and termination of the contract, all of the applicable expenses and any leftover money will be audited and a refund of any unused funds will be issued. Footsteps to Family will make every effort to contact the intended parent by phone and email for confirmation of the address to send expense refunds and who to make the check payable to. Should the intended parent, remain unreachable or unresponsive for a period equal to or greater than one year after the completion or termination of their contract, any unused funds will be considered "unclaimed," and will no longer be the agency's responsibility to return.

The **monthly allowance** for the surrogate is dispersed per the contract by Footsteps to Family. Typically, such allowance begins on the first of the month following the signing of the contract and continues for the duration of the pregnancy on a monthly basis until three months post-partum. This is a flat monthly allowance to cover costs including telephone charges, postage, notary fees, childcare for doctor and lab appointments, non-prescription vitamin/supplements, over the counter products and miscellaneous expenses during the pregnancy. This will vary depending on your individual signed contract.

Cancellation Policy:

The Agency Fee and Deposit are non-refundable. Should the intended parents or the gestational surrogate decide not to proceed, prior to the initiation of injectable medications, all unused money other than the non-refundable fees referred to above, will be refunded. Should the gestational surrogate cancel the cycle, Footsteps to Family will make every reasonable effort to match the intended parents with another suitable candidate. If a candidate is not found, said funds remain on account.

Payment is made to Footsteps to Family. Payment can be made by cash, MasterCard, Visa, bank wire or check made payable to Footsteps to Family. **The agency fee is non-refundable.**

The Gestational Surrogate Program fees described herein are billed in addition to the costs of IVF and its associated services rendered by a clinic to you, your partner and the gestational surrogate, including the costs of all medications.

This terms of services detailed herein shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to the principles of conflicts of law. Notwithstanding anything to the contrary contained herein, by signing below, you consent to the jurisdiction of the courts of the State of Nevada in the event any action is brought in arising out of your use of Footsteps to Family's services as described herein, with venue to be in Las Vegas, Nevada.

By signing below, you acknowledge that in the event litigation is required to interpret or enforce the terms herein in a court of competent jurisdiction, including any litigation for matters arising out of the relationship between you and Family Footsteps created hereunder or subsequently arising out of this agreement even if not expressly defined under this agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, and to any other relief to which the court determines the said party is entitled.

By signing below, you acknowledge that you expressly understand that the services provided by Footsteps to Family in no way constitute payment for or purchase of genetic material or a child, or relinquishment of a child.

Sign Name: _____

Initials: _____ Last Four Numbers of Social Security: _____

I certify the authenticity of my typed signature.

Sign Name: _____

Initials: _____ Last Four Numbers of Social Security: _____

I certify the authenticity of my typed signature.

Please note, the fees listed in the sample surrogate compensation document are based on industry standards with the intent to provide an overview of the expenses associated with gestational surrogacy and what you as the Intended Parent can expect to pay. The "actual" amounts will be determined by the surrogate you select and finalized in your signed contract.

The agency fee, deposit and expenses initial expense reserve deposit are non-negotiable.

⁽¹⁾ Could include D & C, ectopic rupture, amniocentesis, selective reduction, etc.

⁽²⁾ Could include contract review and modifications, declaration of parentage filings, etc.

CREDIT CARD AUTHORIZATION

Client Name: _____

Billing Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Credit Card: MasterCard

Name on Card: _____

Credit Card Number: _____

Expiration Date: _____

Security Code: _____

I authorize Footsteps to Family to charge my credit card for any "Footsteps to Family related fees". I understand said fees can be attributed to agency fee, donor/surrogate related fees such as stipends or payments made directly to the donor or surrogate, or for my donor or surrogate's expense reserve/trust account. I understand such expense reserve/trust account is put into place to pay for any out of pocket expenses incurred and those contractually ordered payments to my donor or surrogate. Additionally, expense may consist of any non-cycle related donor or surrogate costs that are not a part of the clinical cycle fees, which could include, but are not limited to, travel (i.e. airfare, transportation, hotel, food, airport parking, child care etc.) as well as medical costs not collected by the clinic or doctor's office and requested by medical facility; (i.e. screening, medication, off site ultrasounds, blood work, etc.). I further understand this authorization gives Footsteps to Family permission to charge the above credit card for any supplementary and/or delinquent funds owed to my expense reserve/trust account as requested by Footsteps To Family if not paid or replenished within the timeframe demanded or detailed within the signed contract. I understand I will receive a breakdown of such charges.

Print Name: _____

Sign Name: _____

Initials: _____ Last Four Numbers of Social Security: _____

I certify the authenticity of my typed signature.

*Credit card transactions subject to a processing fee