



Payable to Footsteps to Family*:

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|-----------------|--|
| Agency Fee | \$4800 (Non-Refundable) |
| Donor Stipend | \$6000 to \$8000 (stipends can vary by donor and location and may be more) |
| Donor Insurance | \$650 |
| Expense Reserve | \$550 or \$4000 |

The **agency fee** is paid at the time of one donor selection and includes: communication with Footsteps to Family, access to the Footsteps to Family website and donor database, donor/recipient matching service, and account management. Should the recipient request specialty donor recruitment \$500 will be added to the agency fee, plus the cost of any advertising. Payment of the agency fee will confirm your donor selection and carry you through the donor's egg retrieval.⁽¹⁾ **This fee is non-refundable.**

The **donor stipend** is paid at the time of selection. It is the fee paid to the donor for her time, effort and risk involved in the service provided. *Occasionally, selected donors will request a higher stipend. Every effort will be made to inform you of the donor's stipend in advance so that you can make an informed choice.

The **expense reserve** is collected at the time of donor selection to cover miscellaneous and/or travel expenses incurred by the donor such as bridge tolls, parking, taxis, food, hotels, airfare, etc. Additionally, some medical facilities require that Footsteps to Family collect clinical related monies for donor related medical expenses that may occur. This may include, but is not limited to: screening of the donor, remote office visits, birth control pills, ultrasounds, etc. Your expense reserve will be utilized to pay those invoices and your credit card on file will be charged for any amount exceeding the initial expense reserve collected. If you select a donor who lives locally to your clinic, an incidental reserve of \$550 is collected to cover any costs that may arise. If you select a traveling donor a travel expense reserve of \$4000 is collected to cover the costs of transportation for both the donor and a companion(2), accommodations, food and other miscellaneous expenses pertaining to her donation cycle. At the completion of the cycle, all of the applicable expenses will be audited and a refund of any unused funds will be issued. Footsteps to Family will make every effort to contact the recipient by phone and email for confirmation of the address to send expense refunds and who to make the check payable to. Should you, remain unreachable or unresponsive for a period equal to or greater than one year after the completion of the cycle, any unused funds will be considered "unclaimed," and will no longer be the agency's responsibility to return. Occasionally, the donor's expenses may exceed the amount collected. Under those circumstances, the credit card that you have authorized will be charged and an itemized statement of all expenses incurred along with a receipt will be issued. If you choose not to provide a credit card for use, you are required to pay an additional \$4,000 for the travel reserve. Please note all accounts require at least 60 days after transfer to be reconciled.

The **donor insurance** fee is collected at the time of donor selection. It covers the insurance premium and handling fee to obtain a policy through Brown and Brown. Footsteps to Family will coordinate the purchase of this policy on your behalf. Please note the donor insurance does not carry a deductible.

Please note we cannot guarantee a donor's availability for any given length of time. Therefore, donor selection cannot be confirmed until payment is made to Footsteps to Family. Payment can be made by check, MasterCard, visa or bank wire.

CREDIT CARD AUTHORIZATION

Client Name: _____

Billing Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Credit Card: Visa 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.

Client Name (printed)

Signature

Date

*Credit card transactions subject to a processing fee

Cancellation Policy:

Should the cycle be cancelled by the recipient couple, the selected donor, or should a medical reason prohibit the cycle from proceeding, refunds of monies collected will be provided in the following amounts dependent upon the time of cancellation. **Any unused expense reserve will be refunded in addition to amounts listed below, with the exception of the agency fee:**

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|--|-------------------------------------|
| • Cancellation occurs prior to initiation of medication ⁽³⁾ | Insurance + Stipend + Reserve |
| • Physician or Recipient cancels after the initiation of Injectible down regulatory medication | Stipend less \$500 + Unused Reserve |
| • Physician or Recipient cancels after initiation of fertility Injectible medication | 75% of Stipend + Unused Reserve |
| • Donor cancels after initiation of medication | 100% of Stipend + Unused Reserve |

Screening costs vary depending on the medical facility used. Any charges for medical screening in addition to the donor's standard screening⁽⁴⁾, as recommended by the FDA, will be the responsibility of the recipient. All in-cycle services performed on a donor at any clinic are the financial responsibility of the recipient and will either be paid directly to that facility or billed to the required credit card on file with the agency.

Footsteps to Family fees do change from time-to-time. Although every effort is made to provide advance notice of such changes, all prices are subject to change without notice and any charges incurred will reflect the fees in effect at the time that the service is actually rendered. The cost of infertility diagnosis and treatment may vary depending upon the nature of the problem and the full scope of services undertaken; however, great care has been taken to provide an accurate estimate of your treatment costs.

The Ovum Donor Program fees described here are billed in addition to the costs of in-vitro fertilization and its associated services rendered by your cycling clinic, to you, your partner, and the donor; in addition to the cost of all fertility medications.

Please note that your relationship with the pharmacy who provides medications is outside that of Footsteps to Family. Should the cycle be canceled at any time after an order for medications has been placed, every effort will be made to recover the remaining drugs if applicable and have those sent to your clinic or returned to the pharmacy. If cancellation of the cycle is due to the donor's negligence, the donor will be billed for the medications used and the money received will be returned to you. However, we cannot guarantee remuneration or that medications will be returned; and it remains your financial responsibility to pay for all donor medications ordered, including any additional medications which may be needed for a subsequent cycle.

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, **THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL**, 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.

Footsteps to Family makes every effort to maintain a high level of standard for the ovum donors participating in the program. Nonetheless, Footsteps to Family is not a clinical facility and therefore, can make no guarantees regarding the cycle results, number of eggs retrieved, quality of eggs, quality of embryos, resulting pregnancies, screening results of the donors used, or the health of any pregnancy, child or children resulting from a Footsteps To Family egg donor. While Footsteps To Family takes every measure possible to screen our donors through psychological evaluations and interviews, we cannot guarantee a donor's complete honesty, or knowledge of her genetic profile when filling out her application. By signing this document, you are agreeing to the financial obligations listed above, and releasing Footsteps to Family from liability, as it pertains to clinical results, donor screening cycle status, resulting pregnancy or births of any child, or children resulting for IVF using a Footsteps To Family egg donor.

Patient Signature Date

Partner Signature Date

(1) The agency fee will not need to be paid again if your donor withdraws from the cycle prior to the egg retrieval, or if the cycle is cancelled for medical reasons prior to the egg retrieval. In this event, should you be in need of another donor, your access code will be reinstated without charge and Footsteps to Family will assist you in finding another suitable candidate. Footsteps To Family agency fee is applied to one egg retrieval.

(2) We require that the donor bring a travel companion with her to limit the liability after the egg retrieval and ensure her safe arrival back to the hotel and subsequently to the airport. You will be responsible for the transportation expenses of both the donor and the companion; however no food compensation is paid to the donor's companion. If a donor does not have a travel companion, the clinic may hire a visiting nurse to ensure her safe departure from the clinic and arrival at her hotel.

(3) "Initiation of medications" means that the donor has begun taking injectable pre-cycle suppression medications.

(4) "Standard Donor Screening" as recommended by the FDA, is ordered by the physician and may include but is not limited to the following blood tests: FSH, Estradiol, TSH, Prolactin, HIV 1 & 2, HBsAg, HB Core total, HCV, RPR, Blood Type, Rh, Cystic Fibrosis, Gonorrhea, Chlamydia, Drug screen, HTLV 1 & 2, and CMV.

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email: _____