

AGREEMENT FOR SERVICES

This Agreement is made between 3 Sisters Surrogacy, a Texas Corporation, hereinafter referred to as “3SS”, and \_\_\_\_\_, hereinafter referred to as “Intended Parent(s)”.

WHEREAS, The Intended Parent(s) desire to have a child or children (hereinafter referred to as “Child” or “Children”);

WHEREAS, 3SS is an agency that is in the business of locating and matching Intended Parent(s) with women who act as surrogates (hereinafter “Surrogate” or “Surrogates”) to carry a child or children conceived through the use of assisted reproduction techniques on behalf of the Intended Parent(s);

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the Intended Parent(s) and 3SS hereby incorporate the foregoing recitals herein and agree as follows:

1. SCOPE OF RELATIONSHIP: Intended Parent(s) agree to hire 3SS to provide personal services in connection with finding, interviewing, qualifying and recommending a gestational surrogate who will carry a child of the Intended Parent(s)’s conceived through In Vitro Fertilization (IVF). Such surrogate is hereinafter referred to as “Surrogate”.
2. SERVICES INCLUDED BY 3SS: 3SS, through its principal, employees, agents or designated associates, agrees to do all things reasonably necessary to carry out the intent of this Agreement, including but not limited to:
  - a. To identify and recommend to the Intended Parent(s), consistent with their written preferences, one or more suitable women to carry a child conceived by IVF/embryo transfer with embryos created by either the Intended Parent(s)’s egg and sperm and/or donated egg and sperm, to be transferred into the Surrogate’s uterus.
  - b. Without diminishing 3SS’s obligations herein, the Intended Parent(s) shall have the absolute right to accept or reject any prospective Surrogate identified or recommended by 3SS. 3SS shall arrange for and attend meetings between the Intended Parent(s) and the potential Surrogate. 3SS shall not disclose Surrogate’s full identity (other than first name) without Surrogate’s prior consent, nor shall 3SS disclose the identity of the Intended Parent(s) without their prior consent or until the Intended Parent(s) and any potential Surrogate mutually agree to enter into a Gestational Agreement with a compensation section approved by 3SS (hereinafter “The Gestational Agreement”) and in accordance with 3SS’s Surrogacy Fee Schedule, attached hereto as Exhibit “A”.

- c. 3SS will make all reasonable efforts to find a Surrogate who meets the Intended Parent(s)'s requirements, to the extent reasonably possible. These reasonable efforts will be limited to one year from the date of this Agreement (hereinafter "the Agreement" and/or "the Contract"). At that time, the Agreement will either terminate, or at the option of the Intended Parent(s), the Intended Parent(s) will extend the contract for an additional six months at no additional charge.
- d. To provide any Surrogate selected by the Intended Parent(s) with ongoing and regular personal care, aid, encouragement, support and attention from the time of selection of the Surrogate until the Surrogate irrevocably releases all parental rights, if any, to said child.
- e. To ensure that any Surrogate selected by the Intended Parent(s) has access to and avails herself of:
  - i. An independent and impartial attorney to counsel and advise Surrogate prior to the signing of any Gestational Agreement by the Surrogate.
  - ii. A physician to evaluate, treat, counsel and advise Surrogate prior to the signing of any Gestational Agreement, prior to IVF/embryo transfer, during pregnancy and birth, and for six (6) weeks thereafter.
  - iii. A licensed mental health professional to evaluate, support, counsel, and advise Surrogate regarding her surrogacy arrangement prior to the signing of any Surrogate Contract, prior to IVF/embryo transfer, during pregnancy and birth and for up to two (2) months thereafter.
- f. To obtain Surrogate's free and informed consent to act as a Surrogate for the Intended Parent(s). The Gestational Agreement shall be reviewed and approved by Surrogate's attorney prior to being signed by the Surrogate.
- g. To obtain and provide the Intended Parent(s) the following written information prepared by the Surrogate (under penalty of perjury) the Gestational Surrogate Application, which includes:
  - i. Medical history questionnaire
  - ii. Questions pertaining to the Surrogate's personal and social life
- h. To arrange for IVF/embryo transfer, with embryos created by either the Intended Parent(s)'s egg and sperm and/or donated eggs and sperm, to the Surrogate by a licensed physician.
- i. To account to Intended Parent(s) for all costs incurred by 3SS on behalf of the Intended Parent(s). These costs shall be paid out of Intended Parent(s)'s Trust Account as further set forth in this Agreement. In the event that the amount of the Trust exceeds the sum of these costs, the excess will be returned to the Intended Parent(s). In the event that the amount in the Trust is insufficient to cover these costs, Intended Parent(s) will deposit a sufficient amount to cover these costs within thirty (30) days of written notice.
- j. In the event the Intended Parent(s), after selecting a Surrogate and signing the Gestational Agreement, choose to stop working with said Surrogate, they must

notify 3SS of their intent to continue the process with a new surrogate within sixty (60) days of their choice, or this Agreement with 3SS will terminate. In the event that the sixty (60) days have expired, the Intended Parent(s) will sign a new contract with 3SS.

- k. If no embryo transfer has occurred when the Intended Parents choose to stop working with said surrogate, and a new contract is signed with 3SS, they will be subject to a fee of two thousand dollars (\$2000). The terms, conditions, and fees for the new contract with 3SS, shall be the terms, conditions, and fees in effect at that time.
  - l. If there has been an embryo transfer with said surrogate, and the Intended Parents choose to stop working with said surrogate, a new contract will be signed with 3SS and they will be subject to a fee of six thousand seven hundred fifty dollars (\$6750). The terms, conditions, and fees for the new contract with 3SS, shall be the terms, conditions, and fees in effect at that time. The maternity coordination fee (\$2000) is due upon heartbeat confirmation.
3. SERVICES EXCLUDED BY 3 SISTERS SURROGACY:
- a. 3SS cannot, and will not, act in any medical or psychological capacity during the Surrogate’s medical or psychological screening, IVF/embryo transfer, pregnancy, childbirth or postpartum recovery, except as may be permitted by law. Recommendations for medical or psychological procedures will be made or performed by professionals recommended or specified by 3SS, acknowledging that professionals in any given field may have legitimate differences in opinion. The Intended Parents agree to be bound by the reasonable determinations made by such professionals, recommended or specified by 3SS, in order to fulfill the Intended Parent(s)’s and 3SS obligations and responsibilities as contained in this agreement and the Gestational Agreement between the Surrogate and Intended Parents.
  - b. 3SS will not act in any legal capacity and cannot offer advice on legal problems and implications, which may result from surrogacy, or pertaining to possible litigation or arbitration, which may result as a consequence of the conduct contemplated by this Agreement. 3SS cannot guarantee that the Surrogate will comply with or honor the terms and conditions of the Gestational Agreement; nor can 3SS guarantee that this Agreement or the Gestational Agreement, or any portion thereof, may or will be enforced in any court of any administrative or governmental agency or be deemed valid or legitimate by any religious philosophy or group.
  - c. There is no guarantee that any given Surrogate will in fact conceive a child as a result of the IVF/embryo transfer. Nor is there any guarantee that a child, if conceived, will be physically and mentally healthy or that it will be free of birth or congenital defects or abnormalities. Neither is there any guarantee that the Surrogate will terminate her parental rights, if any, or relinquish custody of the child to the Intended Parent(s).
  - d. Although 3SS does provide vetting of a gestational surrogate’s current insurance

policy, 3SS does not guarantee what an insurance company will or will not cover for the Surrogate and/or the pregnancy. All of the Surrogate’s medical bills related to fulfilling the terms of the Gestational Agreement are governed by the terms of the Gestational Agreement.

4. COSTS AND FEES

- a. 3 Sisters Surrogacy has 2 Full Service programs available to Intended Parents. Clients may designate which program to participate on the 3 Sisters Surrogacy Fee Exhibit A. All monies are in US dollars and are non-refundable. All fees can be paid by check or debit card (3% convenience fee for credit card), or as outlined below in PROGRAM FEES
- b. PREMIER PROGRAM: The Intended Parent(s) agree to pay 3SS, in consideration for its services a sum of eighteen thousand five hundred USD (\$18,500). Service included in this program are outlined in 3 Sisters Surrogacy Fee Exhibit A. All fees, once paid to 3SS, are non- refundable. The agency fee is payable in five (5) installments, as follows:
  - i. The first installment of one thousand dollars USD (\$1,000) is due upon execution of this Agency Agreement by 3SS and Intended Parent(s) one the Intended Parents have been matched with a gestational carrier and had their match meeting, but before medical records are reviewed by the Intended Parents clinic. An invoice will be sent to the Intended Parent(s), which can be paid by wire, check, or credit card.
  - ii. The second installment of three thousand five hundred dollars USD (\$3,500) is due once medical records have been approved by the Intended Parents clinic. An invoice will be sent to the Intended Parent(s), which can be paid by wire, check, or credit card.
  - iii. The third installment of six thousand five hundred dollars USD (\$6,500) is due once medical screening is complete and when the Gestational Legal Agreement is started between the Surrogate and the Intended Parent(s). An invoice will be sent to the Intended Parent(s), which can be paid by wire, check, or credit card.
  - iv. The fourth installment of five thousand and five hundred dollars USD (\$5,500) is due within seven (7) days of execution of the Gestational Legal Agreement, and at least fourteen (14) days prior to embryo transfer. An invoice will be sent to the Intended Parent(s), which can be paid by wire, check, or credit card, or billed to funded escrow account.
  - v. A fifth installment of two thousand dollars USD (\$2,000) is due at the confirmation of pregnancy by heartbeat. An invoice will be sent to the Intended Parent(s), which can be paid by wire, check, or credit card, or billed to funded escrow account. The fifth installment is to be paid whether the pregnancy is subsequently terminated/miscarried or is not carried to full term.
  - vi. An international fee of one thousand five hundred dollars USD (\$1,500) will be required and payable at the 2nd installment due date for any

Intended Parents or Parents residing outside of North America (Canada and Mexico excluded).

- vii. All clients must make a deposit of three thousand five hundred dollars USD (\$3,500) to 3SS for the purpose of travel escrow and off-site monitoring IF the surrogate will need travel and/or off-site monitoring. Any remaining balance can be refunded or applied to subsequent Agency Installments. Travel and monitoring deposit must be received with 1st Installment.
- viii. All Clients must have a Credit Card Authorization on file for travel costs, clinic payments, and insurance payments, as needed. Travel escrow and Credit Card Authorization must be received with 1st Installment
- c. **THE CONCIERGE PROGRAM-FIXED FEE** The Intended Parent(s) agrees to pay 3SS in consideration of services twenty-one thousand five hundred dollars USD (\$21,500). Service included in this program are outlined in 3 Sisters Surrogacy Fee Exhibit A. All fees, once paid to 3SS, are non- refundable. The agency fee is payable in five (5) installments, as follows:
  - i. The first installment of one thousand dollars USD (\$1,000) is due upon execution of this Agency Agreement by 3SS and Intended Parent(s) one the Intended Parents have been matched with a gestational carrier and had their match meeting, but before medical records are reviewed by the Intended Parents clinic. An invoice will be sent to the Intended Parent(s), which can be paid by wire, check, or credit card.
  - ii. The second installment of three thousand five hundred dollars USD (\$3,500) is due once medical records have been approved by the Intended Parents clinic. An invoice will be sent to the Intended Parent(s), which can be paid by wire, check, or credit card.
  - iii. The third installment of six thousand five hundred dollars USD (\$6,500) is due once medical screening is complete and when the Gestational Legal Agreement is started between the Surrogate and the Intended Parent(s). An invoice will be sent to the Intended Parent(s), which can be paid by wire, check, or credit card.
  - iv. The forth installment of five thousand and five hundred dollars USD (\$5,500) is due within seven (7) days of execution of the Gestational Legal Agreement, and at least fourteen (14) days prior to embryo transfer. An invoice will be sent to the Intended Parent(s), which can be paid by wire, check, or credit card, or billed to funded escrow account.
  - v. A fifth installment of five thousand dollars USD (\$5,000) is due at the confirmation of pregnancy by heartbeat. An invoice will be sent to the Intended Parent(s), which can be paid by wire, check, or credit card, or billed to funded escrow account. The fifth installment is to be paid whether the pregnancy is subsequently terminated/miscarried or is not carried to full term.
  - vi. An international fee of one thousand five hundred dollars USD (\$1,500)

- will be required and payable at the 2nd installment due date for any Intended Parents or Parents residing outside of North America (Canada and Mexico excluded).
- vii. All clients must make a deposit of three thousand five hundred dollars USD (\$3,500) to 3SS for the purpose of travel escrow and off-site monitoring IF the surrogate will need travel and/or off-site monitoring. Any remaining balance can be refunded or applied to subsequent Agency Installments. Travel and monitoring deposit must be received with 1st Installment.
  - viii. All Clients must have a Credit Card Authorization on file for travel costs, clinic payments, and insurance payments, as needed. Travel escrow and Credit Card Authorization must be received with 1st Installment
  - ix. If the Intended Parent do not achieve a pregnancy after 3 transfers or at the discretion of their physician and would like to choose or need to choose a different Surrogate for an additional match the re-match fee is \$6,500 which covers all of the services listed in the “Premier Program” as listed in Exhibit A.
- d. **ADDITIONAL COSTS AND EXPENSES:** In addition to the fixed fee described above and in Exhibit A, Intended Parent(s) agree to reimburse 3SS out of their Trust account on a monthly basis for all reasonable and necessary out of pocket costs and expenses incurred by 3SS on behalf of the Intended Parent(s). Such costs include, but are not limited to:
- i. Postage, including express mail or Federal Express charges;
  - ii. Long distance telephone charges, including facsimile charges;
  - iii. Travel, food, and lodging expenses incurred by 3SS for payment of travel for gestational carrier to monitoring appointments and embryo transfer; also for those incurred by 3SS for travel of case manager or representative of the agency, performing agency business on behalf of the Intended Parent or Surrogate at a rate of \$0.55/mile and actual lodging expense.
  - iv. Translator services.
  - v. Any monitoring or travel/food paid on behalf of the gestational carrier by 3SS including medical screening appointments, laboratory expenses and travel for those visits.
  - vi. Any in-person meetings with a case manager or representative of the agency, at the rate of \$50/hr, including travel time.
- e. **SUBSEQUENT SERVICES (SIBLING JOURNEY):** If the Intended Parent(s) desire a different surrogate (2ND Surrogate) or additional surrogate for a second child or additional children through 3SS, 3SS and the Intended Parent(s) shall sign a new agreement and the fee shall be the current fee 3SS is charging at that time, less a \$3,000 discount.

- f. LITIGATION AND PERFORMANCE COSTS: Should it become necessary for 3SS to institute legal proceedings and for the collection of all, or any part of the fees and/or costs due under the terms of this Agreement, the Intended Parent(s) agree to pay reasonable attorney fees and all costs, including court costs which are necessitated by said legal proceedings.

5. INTENDED PARENTS AGREE TO:

- a. Abide by all policies and procedures of 3SS with respect to its surrogacy program. Failure to do so shall constitute a material breach of this agreement.
- b. Be responsible for promptly paying fees to 3SS in accordance with the Surrogate Fee Schedule, attached hereto as Exhibit "A". The Agency fees are professional fees only and do not include any other charges, costs, or expenses or compensation to be paid to the Surrogate or other persons or professionals involved with the surrogacy process.
- c. Select and retain legal counsel fully experienced in the field of assisted reproduction to represent the Intended Parent(s) in drafting, negotiating and finalizing the Gestational Agreement and to represent the Intended Parent(s) during any legal proceedings required to confirm or establish the parental rights of the Intended Parent(s).
- d. Pay Surrogate's fees and expenses pursuant to the terms of the Gestational Agreement as signed and agreed to between the Surrogate and the Intended Parent(s).
- e. As outlined in Exhibit B, Intended Parents must deposit into a Trust account a minimum amount of the base compensation of the Surrogate at the time of entering into the Gestational Agreement, or as defined in the Gestational Agreement itself. Said deposit into the Trust account shall be made immediately upon execution of the Gestational Agreement, and prior to the start of medication for the IVF/embryo transfer to the Surrogate. An additional amount totaling 40% of the base compensation will be added to the escrow account at the time of pregnancy confirmation by heartbeat. The escrow account is to maintain a minimum of \$10,000 at all times, or as defined in the Gestational Agreement. Subject to the terms of the Gestational Agreement, where applicable, the funds held in the Trust for the Intended Parent(s) shall be used to pay the following:
  - i. Reimbursement to Surrogate for any travel, lodging, meals, medications during the Medical Screening phase prior to the Gestational Agreement being signed.
  - ii. Laboratory fees, blood tests and other medical and scientific procedures which are reasonably determined by physicians to be necessary to achieve the results contemplated in the Gestational Agreement;
  - iii. Any and all premiums for insurance, where applicable, including, without limitation, medical coverage and life insurance;
  - iv. Surrogate's fee, together with any other amounts to be paid pursuant to the Gestational Agreement between the Surrogate and the Intended Parent(s);

- v. Fees for the attorneys, a licensed mental health professional and a registered dietician, and all medical costs related to the pregnancy and childbirth which are not covered by the Surrogate’s medical insurance;
  - vi. 3SS’s fee as detailed herein and attached hereto as Exhibit “A”; any fees owed to 3SS not paid by check or credit card;
  - vii. Any other amounts reasonably necessary to carry out the terms or intent of the Surrogate’s Contract and outlined in the contract between Surrogate and Intended Parent.
- f. All Intended Parents must submit to psychological and/or medical examination and treatment deemed reasonable and necessary by those mental health professionals or psychotherapists and/or medical doctors designated by 3SS. The Intended Parent(s) will not be required to submit to any examination and/or treatment which constitutes an unreasonable risk to health or is unduly painful. It is understood that minimum requirements will include psychological and physical examination of the Intended Parent(s), including, but not limited to, testing for HIV and venereal disease.
- g. Intended Parent(s) agree to meet with a licensed mental health professional approved by 3SS at the expense of the Intended Parents. The first session will be held prior to the signing of the Gestational Agreement. Intended Parent(s) agree to meet with a licensed mental health professional, counselor, or social worker as recommended by 3 Sisters Surrogacy during the pregnancy as deemed necessary by the 3SS Case Manager, at the expense of the Intended Parent.
6. DEATH, DIVORCE OR SEPARATION: In the event of death, divorce or separation of the Intended Parents, the Intended Parents agree that their estate planning or divorce documents shall control any matter regarding disposition of embryos or custody of any child. Intended Parents agree that they are each jointly and severally liable for the responsibilities under the terms of this Agreement.
7. NO GUARANTEES, WARRANTIES, OR REPRESENTATIONS: Intended Parent(s) acknowledge that in entering into this Agreement, Intended Parent(s) have not relied upon any representations not expressly set forth herein. Intended Parent(s) further acknowledge that surrogacy, and other aspects of the assisted reproductions process are unsettled areas of the law. Intended Parent(s) understands and agrees that 3SS cannot guarantee or warrant, among other things, that:
- a. A Surrogate will become pregnant, or a Child will be conceived;
  - b. The Child, if conceived, will be physically and mentally healthy and free of birth and congenital defects or abnormalities;
  - c. The Surrogate’s health insurance will cover maternity benefits, including medical and laboratory testing, procedures related to fertility testing, treatment, or pregnancy, routine or special maternity care, or delivery;
  - d. The Surrogate and her spouse or partner, if any, will comply with the terms of the Gestational Agreement and with the advice of the professionals involved;
  - e. The information given by any Surrogate and her spouse or partner, if any, is true,

complete and accurate;

- f. A Surrogate will not to try to keep the Child, will relinquish any parental rights and will consent to a judicial process confirming the parental rights of the Intended Parent(s).
- g. Intended Parent(s) will be able to establish or confirm legally recognized parental rights to the Child;
- h. The Gestational Agreement will be held enforceable by any court of law;
- i. Any professional engaged by Intended Parent(s) in connection with the surrogacy process, including without limitation, any physician or medical group, attorney, mental healthcare professional, egg donor agency, genetics counselor, and the trust account fund manager will provide services satisfactory to Intended Parent(s); and/or that the actual total costs of the entire surrogacy process will not be greater than those estimated by 3SS.

8. CONDITIONS:

- a. **LEGAL COUNSEL AND ACKNOWLEDGMENT:** Prior to the execution of this Agreement, both 3SS and the Intended Parent(s) shall have the opportunity to consult with attorneys of their own choice. Each acknowledges that they fully understand the Agreement and that they are signing it freely and voluntarily and that neither party has any reason to believe the other did not fully understand the terms and conditions of this Agreement or that they did not freely and voluntarily sign this Agreement.
- b. **ASSUMPTION OF LEGAL RISKS:** Intended Parent(s) recognize and assume the risk that various aspects of surrogacy have not been fully legally litigated or ratified and that their matter may be a case of first impression if a dispute arises between them and the Surrogate. Intended Parent(s) accept the fact that 3SS cannot fully anticipate or advise them of the potential legal problems and implications which may arise incident to the Gestational Agreement, and 3SS advises them to seek their own independent legal advice and counsel.
- c. **AMENDMENTS AND MODIFICATIONS:** This agreement shall not be amended, modified or any provisions herein waived in whole, or in part, unless done so in writing and signed by the parties hereto.
- d. **WAIVER:** The failure of any party hereto to enforce, at any time, any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions herein shall not be construed to be a waiver of said provisions or to affect either the validity of this Agreement or any part hereof, or the rights of any party thereafter to enforce each and every such provision in accordance with the terms of this Agreement.
- e. **SEVERABILITY:** In the event that any covenant, condition or any other provision contained in this agreement is held to be invalid, void or illegal by any court of competent jurisdiction, said covenant condition or provision shall be deemed severable for the purpose of this agreement and shall in no way effect, impair or invalidate any other covenant, condition or other provision contained in this agreement, and any such provision held to be invalid, void or illegal.
- f. **NO ASSIGNMENT:** This Agreement is a contract for personal services and none of

the terms, conditions and obligations set forth herein may be assigned by either party, at any time, without the written consent of the other party. This Agreement shall be binding on the parties hereto, their heirs, representatives, successors, executors, administrators and assigns.

- g. CONFIDENTIALITY: The parties agree, except as provided herein, that they may provide identifying information regarding 3SS and the legal, medical and mental health professionals involved in the IVF/embryo transfer contemplated herein to any individual. In addition, the Intended Parent(s) agree that 3SS may provide non-identifying information about all other aspects of this arrangement for its legitimate business purposes to any individual or entity and further, that the Intended Parent(s) may provide non-identifying information about all other aspects of this arrangement to members of their family, close friends, and necessary business associates. Except for these limited disclosures, the parties agree to keep knowledge of this Agreement and its specific terms and conditions private and confidential among and between themselves, their respective legal counsel, and any physician or mental health professional involved in this process. Notwithstanding the foregoing, 3SS further agrees not to provide, nor allow to be provided, any identifying information regarding the involvement of the Intended Parent(s) in the surrogacy process or the involvement of any other party in this process to the news media or any other individual or entity for purpose of disseminating such information to the general public, without the express written permission of the Intended Parent(s).

The foregoing provisions regarding confidentiality shall survive the termination of this Agreement.

- h. APPLICABLE LAW: This Agreement shall be deemed executed in the State of Texas. The law of the State of Texas shall govern the meaning, interpretation, performance, enforcement and legal effect of this Agreement and the respective rights and obligations of the parties hereunder without regard to the conflict of law provisions thereof. Each of the parties hereby consents and submits to personal jurisdiction in the State of Texas for all matters that may arise with respect to this Agreement, and each waives any and all rights to object to jurisdiction within the State of Texas. The Parties hereby expressly consent to venue in the courts of the State of Texas and, to the extent that there is subject matter jurisdiction, in the United States District Court for said location. No party hereto shall make or raise any claim of *forum non conveniens* with respect to any court located in the State of Texas as to any litigation regarding this Agreement.
- i. CONSTRUCTION OF CONTRACT: No provision of this Agreement is to be interpreted for or against any party simply because that party or that party’s legal representative drafted the provisions.
- j. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between the Intended Parent(s) and 3SS. All agreements, covenants, representations, and warranties, express and implied, oral and written between the Intended Parent(s) and 3SS are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written have been made by either the Intended Parent(s) or 3SS to the other with respect to the subject matter of

the Agreement. All prior and contemporaneous conversations, negotiations, covenants and warranties with regard to the subject matter hereof, oral or written are waived, merged herein and superseded hereby.

- k. **MEDIATION AND ARBITRATION:** Any mediation or arbitration required hereunder shall be held in such office of an organization as the parties may agree upon in writing. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before resorting to arbitration. Thereafter, all parties agree to submit said dispute to arbitration under the rules of the American Arbitration Association. The decision of the arbitrator shall be binding upon both parties as if rendered by a court of law. The prevailing party is entitled to recover their attorney fees and costs relating to said arbitration including, but not limited to, preparation of proof, witnesses and experts.
- l. **COMPLETION OF THIS AGREEMENT:** This Agreement shall be deemed complete and all obligations and responsibilities on the part of 3SS shall be deemed performed, fulfilled and concluded when (1) the Surrogate irrevocably releases all parental rights, if any, to any child born as a result of this Agreement; (2) when according to the terms of the Gestational Agreement and all fees, expenses, and reimbursements due 3SS have been paid in full; and (3) the Intended Parent(s)'s Trust account has been balanced and closed.
- m. **WITHDRAWAL BY 3SS:** 3SS reserves the right to withdraw from this Agreement at any time by written notice and effective thirty (30) days following receipt by Intended Parent(s) should any of the following circumstances occur and not be cured by the Intended Parent(s) within said thirty (30) day period:
  - i. The conduct of the Intended Parent(s) renders it unreasonably difficult for 3SS to perform its obligations according to the terms of this Agreement.
  - ii. The Intended Parent(s) fail to perform their material obligations under the terms of this Agreement including, but not limited to, failure to fund the Trust Account according to the terms and conditions of this Agreement, the Gestational Agreement, or the Retainer Agreement with the Intended Parent(s)'s attorney.
  - iii. Intended Parent(s) intentionally provides false material information during the term of this Agreement or deliberately misrepresent themselves to either 3SS or the Surrogate.
- n. **WITHDRAWAL BY INTENDED PARENT(S):** The Intended Parent(s) may withdraw from this Agreement at any time by written notice. Such withdrawal however, does not release Intended Parent(s) from any obligation to compensate 3SS for any portion of 3SS's fee and costs which are then due according to the terms of this Agreement and the Surrogate Fee Schedule, attached hereto as Exhibit "A". Withdrawal by Intended Parent(s) from this Agreement shall be effective when 3SS informs Intended Parent(s) in writing that all outstanding fees and expenses due 3SS have been paid.
- o. **EFFECTIVE DATE:** This Agreement will take effect when Intended Parent(s) have

- signed this Agreement and have paid the first installment as required herein.
- p. NOTICES: Where the terms of the Agreement require notification by one party to the other, written notice addressed to the address of the party at the end of this Agreement (Certified Mail Return Receipt Requested) shall be deemed sufficient notice.

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SIGNATURES ON FOLLOWING PAGE

We, Intended Parent(s) have read and understand the foregoing terms and conditions and agree to all said terms and conditions of this Agreement. If there is more than one signatory to this contract, both parties agree to be held liable for all obligations and duties of performance under this agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Intended Parent Signature

\_\_\_\_\_  
Intended Parent – Print Name

\_\_\_\_\_  
Intended Parent Signature

\_\_\_\_\_  
Intended Parent – Print Name

\_\_\_\_\_  
3 Sisters Surrogacy Signature

\_\_\_\_\_  
3 Sisters Surrogacy – Print Name