

Surro Connections, Inc
12826 NE Airport Way
Portland, Oregon 97230
(503) 489-5067

CLIENT REPRESENTATION and FEE AGREEMENT

Surro Connections (hereinafter "Surro Connections" or the "Agency") is a company incorporated in the State of Oregon with its headquarters located at of 12826 NE Airport Way, Portland, Oregon 97230. Surro Connections assists individuals and couples in locating and selecting a suitable surrogate to assist them in the surrogacy process.

NATURE of SERVICES PROVIDED

In connection with matching you (hereinafter the "Client" or "Intended Parents") with a surrogate mother and coordinating the surrogacy process our representation will include the following services: advertising for and locating a prospective surrogate; presenting Client with possible surrogate matches; confirmation of a match with a surrogate; arranging for introduction to surrogate via email or phone; arranging for preliminary (non-medical) screening of surrogate; referral to fertility clinic (if requested); referral of surrogate to therapist for psychological evaluation; assisting Client with the set-up of surrogate at monitoring clinic for pre-screening and monitoring; arranging surrogate travel plans to the Fertility Clinic for the embryo transfer; monitoring surrogate's progress during the pregnancy (minimum of one check-in bi-weekly with your surrogate); provide attorney referral (on request) to represent you or your surrogate; and provide coordination of delivery.

We will use our best efforts to obtain the most satisfactory result possible, however, it is understood that on matters of this kind, results can be neither predicted nor guaranteed.

FEES and EXPENSES

Surro Connections provides the above referenced services on a flat fee basis. The fee for representation in this matter is Fourteen Thousand, Nine Hundred and Fifty Dollars (\$14,950) and is payable as follows: Due within 7 days of receiving this agreement.

Client acknowledges that if they reside outside of the United States, an International Fee of Two Thousand Dollars (\$2,000) will be due when the surrogate reaches Twelve (12) week gestation. This amount can be paid through the Fund Management/Escrow account and this agreement will provide pre-authorization of payment.

Fee applicable: Yes/No _____ (client initials) _____ (agency)

Option: Client does have an option of retaining the services of Surro Connections to consult on the fertility process of tasks prior to the need of a Gestational Surrogate. These items include, but are not limited to; egg donor process and logistics, coordination of donor legal services, clinic management and streamline fertility process and costs. The fee of Three Thousand Dollars (\$3,000) is authorized and paid at the signing of this agreement.

Option Accepted: Yes/No _____ (client initials) _____ (agency)

Client acknowledges and agrees that Surro Connections fee does not cover any medical expenses or any fees or expenses incurred or paid to their surrogate. The fee covers the services outlined above that are solely intended to assist the Client in identifying a single surrogate match. If the Client desires to engage additional surrogates simultaneously with or subsequent to services provided for under this Agreement, the Client will be required to enter into an additional agreement with Surro Connections.

Client understands and acknowledges that the time commitment, expertise and services provided by Surro Connections are substantial and difficult to measure. Accordingly, no portion of the fees paid by the Client are refundable, regardless of whether the Client ever achieves a pregnancy, or birth of a child. However, in the event that the surrogate fails one or more of her screening tests and has not begun medication for their first cycle, Surro Connections will, at the Client's request, conduct a re-match for the Client at no additional agency fee provided that the request is made within 6 months of Client's receipt of notice that the screening test failed or the first cycle medication had not commenced.

Client understands that in the event that the chosen and matched surrogate has transferred for their first or additional cycles and a new surrogate is requested by either the client or physician, an additional rematch fee of (seven thousand five hundred dollars) \$7500 will be due to pursue a new match with a new gestational surrogate.

SERVICES and PAYMENTS THAT ARE SPECIFICALLY EXCLUDED

Services that are not to be provided and/or expenses that are not to be incurred or paid by Surro Connections include, but not limited to, the following: fund management; administering or paying for psychological evaluations of the surrogate; legal services and/or fees; medical services and/or fees; tax and/or accounting services and/or fees; travel fees and expenses; and fees for surrogate compensation.

UNUSUAL DIFFICULTIES

The retainer fee quoted above is for the *usual* and *customary* services anticipated in a surrogacy arrangement. The services contemplated herein do not include matches with more than one surrogate, or mediation or litigation due to a breach or alleged breach of the surrogacy agreement. While we do our very best to match you with surrogates who comply with their surrogacy agreement, we have no control over their actions or inactions or the actions or inactions of our Client.

WARRANTIES

Surro Connections does not warrant or guarantee the results in any surrogacy case. We cannot warrant or guarantee that your surrogate will become pregnant, the health of the child born to the Intended Parents, or your surrogate's actions prior to, during, or following the pregnancy. Surro Connections cannot and does not guarantee results, warrant, or predict the outcome of any case.

INDEMNIFICATION

With the signing of this Agreement, you agree to indemnify and hold harmless Surro Connections collectively and individually, from any and all liabilities associated with your surrogacy process; including, but not limited to, claims for child support or maintenance, medical, legal, travel or any other cost, pain and suffering and/or emotional distress or similar claims, or any other claim of the child, the surrogate, the Client, their families, heirs, or representatives, with the specific exception of any negligence committed by Surro Connections.

TERMINATION

This Agreement may be terminated by either party by giving written notice of the intent to terminate. However, if Surro Connections has matched or introduced the Client to a surrogate, it will constitute a breach of this agreement if the Client terminates their services and continues to communicate with and/or use the services of any surrogate that Surro Connections has found and provided the potential surrogate's name or made the introduction to the Client in which case the Client will be liable to Surro Connections for the full payment of their services.

GOVERNING LAW

This Agreement will be interpreted in accordance with and by the laws of the State of Oregon and the parties agree that any disputes related to this Agreement shall be decided by an Oregon court and they specifically submit to the jurisdiction of the Oregon courts in resolving any dispute.

ENTIRE AGREEMENT

I/We have read this agreement in its entirety and I/we agree to and understand the terms and conditions set forth herein. The Client agrees that they have been given ample time to review the Agreement in full and are signing freely and voluntarily without fraud, duress or undue pressure. This agreement will supersede any verbal or previously written agreement that pertains to the surrogacy process.

If the above properly sets forth our agreement, please sign the enclosed copy of this Agreement and return it to me along with your check made payable to: Surro Connections. In the alternative, you may also wire funds to our account; however, please mail the originally executed agreement to our office.

Signed and Agreed:

Signature: _____
Surro Connections

Date: _____

Signature: _____
Client

Date: _____

Signature: _____
Client

Date: _____