



AGENCY PROGRAM AGREEMENT

1. Agency for Surrogacy Solutions Inc. ("Agency") is a company incorporated in La Canada, California, which assists individuals and couples ("Intended Parents") in locating and selecting a suitable Gestational Surrogate ("Surrogate") to assist them in creating a child. Agency administers agreements, assists in coordinating all necessary medical appointments with the physician(s), the psychologist(s), the attorney(s) and other appropriate professionals. Agency's fees for these services are paid by Intended Parents. Although Agency will provide assistance, guidance and support to Surrogate during the surrogacy process, Surrogate must realize that the Agency also has contractual commitments to Intended Parents and attempts to act in the interests of all parties whenever possible.
2. Surrogate agrees that she will inform Agency of all significant changes in her personal life, including, without limitation, separations/divorces, address and telephone changes, employment changes, and changes in insurance coverage, as this may affect Surrogate's contractual obligations with Intended Parents.
3. Surrogate understands that the financial obligations arising from the surrogacy process will be set forth in a contract between Surrogate and Intended Parents and that the Intended Parents, and not the Agency will be responsible for such obligations.
4. Surrogate represents that all information provided to Agency in connection with the surrogacy process is complete and accurate to the best of Surrogate's knowledge. Surrogate will inform Agency promptly if Surrogate discovers that any information provided to Agency is not complete or accurate. Surrogate understands that as part of the surrogacy process Agency must provide information provided by Surrogate to mental health, medical, insurance and legal professionals and to Intended Parents. Surrogate understands that information obtained from the Agency questionnaire, previous records, mental health, medical, legal and insurance professionals regarding the surrogate may be shared with appropriate parties including but not limited to Agency employees, Intended Parents, doctors, nurses, clinic coordinators, psychologists, insurance professionals, lawyers, etc. Surrogate, by signing the document, authorizes Agency to release such information to parties and releases agency of any or all liability in connection with the release of any or all of this information current or future in connection with this or any future surrogacy arrangement. Surrogate agrees to sign any additional releases if necessary or requested.
5. Surrogate acknowledges that Agency cannot represent or warrant the accuracy of completeness of any information provided to her by, or regarding, the Intended Parents. Surrogate further acknowledges that Agency may not share with Surrogate information of a confidential nature (that is not necessary or relevant to the surrogacy agreement) that has been provided to Agency by Intended Parents.

6. Surrogate understands that although Agency strongly recommends psychological screening or assessment of its Intended Parents, it is not required, and that the medical screening performed on Intended Parents is determined by medical professionals selected by Intended Parents, not the Agency. Surrogate also realizes that if Intended Parents are a couple, there is no guarantee that the couple may not separate or divorce during the surrogacy process.
7. Surrogate understands that she is not an employee, agent or representative of either Agency or Intended Parents. Surrogate further understands that any tax responsibilities arising in connection with payments received in connection with the surrogacy process is the responsibility of Surrogate and that Agency advises Surrogate to seek advice from a tax specialist if she has any tax questions or issues.
8. Surrogate promises that she will conduct herself with maturity and sensitivity and understands that acting as a Surrogate will require extraordinary commitment and dedication. Surrogate agrees to use her best efforts to fulfill all of her obligations arising in connection with the surrogacy process (including, without limitation, making and keeping appointments with the professionals involved with the surrogacy process, taking any required medications as directed by physicians, communicating updates with Agency and fulfilling her obligations under the contract with Intended Parents), and that failing to do so may arise in a breach of contractual obligations for which Surrogate, not Agency, may be liable.
9. Surrogate understands that by signing this Agreement, she is agreeing to make herself available to serve as a Surrogate for Agency clients for a minimum of three months from signing this form. Surrogate understands that her questionnaire may be submitted to various Intended Parents, and if selected Surrogate will be expected to commence a surrogacy arrangement with that couple or person immediately once she agrees to said match. Surrogate understands and agrees that violation of these terms will constitute grounds for removal from the Agency surrogacy program and can expose Surrogate to monetary damages for expenses incurred on behalf of Agency and Intended Parents in connection with her matching and application processing.

By signing this Agreement, Surrogate agrees to the terms and conditions set forth above and is representing she has read the warranties and representations herein, and is signing this Agreement knowingly, willingly, and voluntarily.

AGREED TO AND ACCEPTED BY:

 Surrogate's Name (print)

 Date

 Surrogate's Signature

PLEASE MAIL **VIA THE POSTAL SERVICE** THIS **SIGNED AGENCY AGREEMENT** TO:

Agency for Surrogacy Solutions, Inc.
 16954 Strawberry Drive

Encino, CA 91436 ** We cannot match you until we have this signed form on file **