



**Indian Egg Donors  
Surrogacy4All**

DIVISION OF DGA, INC.  
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***Egg Recipient Agreement***

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***This Agreement made on \_\_\_\_\_, 2019 (hereinafter referred to as the “Agreement”) by and between:***

\_\_\_\_\_ ***“Mother or First Intended Parent” and***

\_\_\_\_\_ ***“Father or Second Intended Parent”***

***(hereinafter jointly referred to as the “Intended Parents”), and Indian Egg Donors and/or Surrogacy4aLL, DivisionS of DGA, Inc., (hereinafter referred to as “DGA”), a New York company, is made regarding the following recitals:***

**RECITALS**

WHEREAS, the Intended Parents desire to have a child or children related to them and the Intended Mother is unable to produce viable eggs of her own and/or it is inadvisable for the Intended Mother to use her own eggs to achieve a pregnancy due to a genetically or medically related condition.

WHEREAS, Indian Egg Donors is experienced in locating willing Egg Donors who are physically and psychologically capable of donating eggs.

WHEREAS, the Intended Parents desire to retain the services of Indian Egg Donors, and Indian Egg Donors desires to provide the Intended Parents with its services of locating an Egg Donor and other services as provided in this Agreement for the express purpose of egg donation.

THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the Intended Parents and Indian Egg Donors hereby incorporate the

foregoing recitals herein and mutually agree and promise as follows:  
Prospective Parent an Initials: \_\_\_\_\_: Prospective Parent B Initials: \_\_\_\_\_

\_\_\_\_\_ Indian Egg Donors Representative's Initials

**I. COVENANTS**

In consideration of the payment of all fees and expenses by the Intended Parents referenced herein and the performance of the donor matching service(s) referenced herein, Indian Egg Donors and the Intended Parents agree to do all things necessary to perform the terms and conditions of this agreement, including without limitation, the following:

**A. SERVICES TO BE PROVIDED**

**EGG DONOR MATCH:** Indian Egg Donors shall obtain and recommend to the Intended Parents, consistent with their preferences, one or more suitable women (heretofore and hereinafter collectively referred to as "Egg Donor or (Egg Donor(s) as applicable by grammatical context") to donate eggs, whereby eggs are retrieved for later implantation.

Upon receipt of the signed contract and fees, the Agency spends numerous hours working on identifying egg donors. These types of services entailed many hours of effort and advertising costs, to match up the intended parents with donors in our database of several hundred donors or finding new donors. The deposit made will be used to pay for these costs incurred by us.

Without diminishing Indian Egg Donors' obligations hereunder, the Intended Parents shall have the absolute right in their sole discretion to accept or reject a prospective Egg Donor for any reason whatsoever. Indian Egg Donors' obligations under this Agreement shall continue through the day of the retrieval and all eggs retrieved are released to the Intended Parents, or until the Intended Parents confirm in writing that they no longer wish to seek egg donor matching services prior to a release of any donated eggs to the Intended Parents.

In the event of any such notice by the Intended Parents of rescission of their decision to receive or seek donated eggs, all deposits made, fees paid, and expenses incurred under this Agreement until such time shall be due in full and nonrefundable. Furthermore, these fees are considered earned and the contract has been satisfied in full once Indian Egg Donors presents at least one donor match to the Intended Parents.

**B. CONFIDENTIALITY**

Indian Egg Donors shall not disclose the Egg Donor's full identity (other than her first name), address, or phone number without the Egg Donor's express written consent, nor shall Indian Egg Donors disclose the Intended Parents' full identity (other than first names), address, or phone number without the Intended Parents' express written consent.

Prospective Parent an Initials: \_\_\_\_\_ Prospective Parent B Initials: \_\_\_\_\_

Indian Egg Donors Representative's Initials: \_\_\_\_\_

If the Intended Parents request receipts to confirm any anticipated expenses that arise as referenced in Section II.B. of this Agreement, due to the confidentiality restriction(s) above, Indian Egg Donors can release any such receipt(s) containing Egg Donor identification information to the escrow account attorney who will manage the Intended Parents' Escrow Account as referenced in Section I.E. of this Agreement, and who can relay confirmation of the accuracy of the reported expense(s) to the Intended Parents. Due to confidentiality restrictions and liability, copies of receipts that may contain donor identification information cannot be released to the Intended Parents directly. Alternatively, the Intended Parents may retain a third party licensed attorney of the Intended Parents choosing; however, the Intended Parents will be financially responsible for paying said attorney any costs associated with receipt verification and said attorney will be required to sign a confidentiality agreement, confirming that the Egg Donor's identification information will not be released to the Intended Parents or disclosed to any other unauthorized parties.

#### B. 1. DONOR INFORMATION RELEASE AND CONSENT

The Intended Parents further agree to release to Indian Egg Donors, the following data as to the results of the egg donation: (1) the number of eggs retrieved, and; (2) the number of eggs fertilized resulting in embryos. This data will be solely and anonymously used for agency statistics, as well as included in the Egg Donor's profile to be presented to other prospective clients in the event of future donation(s) by the Egg Donor. The specific identity of the Intended Parents shall remain completely confidential. If this information is not timely provided within seven (7) days of their original embryo transfer, then the Intended Parents' hereby consent and authorize Indian Egg Donors to contact them to obtain the data with respect to the egg donation results. Indian Egg Donors shall first attempt any such putative contact via phone and/or email at the phone number(s) or email address(es) provided by the Intended Parents.

If no response is then received within seven (7) days of issuance of such email or phone contact, then the Intended Parents hereby consent to Indian Egg Donors contacting the Intended Parents via mail at the address(es) provided by the Intended Parents.

The Intended Parents further agree to release to Indian Egg Donors, the data as to whether a pregnancy resulted from the egg donation, within twenty-eight (28) days of their original embryo transfer. This data will be solely and anonymously used for agency statistics, as well as included in the Egg Donor's profile to be presented to other prospective clients in the event of future donation(s) by the Egg Donor. The specific identity of the Intended Parents shall remain completely confidential. If this information is not provided within this time, then the Intended Parents hereby consent and authorize Indian Egg Donors to contact the Intended Parents to obtain the data with respect to the egg donation results. Indian Egg Donors shall first attempt any such putative contact via mail and/or email at the address(es) provided by the Intended Parents. If no response is then received within seven (7) days of issuance of such mail or email, then the Intended Parents hereby consent to Indian Egg Donors contacting the Intended Parents via phone at the phone number(s) provide by the Intended Parents.

The Intended Parents further agree to release to Indian Egg Donors, the data as to whether a live birth occurred, within twelve (12) months of their original embryo transfer. This data will be solely and anonymously used for agency statistics, as well as included in the Egg Donor's profile to be presented to other prospective clients in the event of future donation(s)

by the Egg Donor. The specific identity of the Intended Parents shall remain completely confidential. If this information is not provided within this time, then the Intended Parents' hereby consent and authorize Indian Egg Donors to contact them to obtain the data with respect to the egg donation results.

Indian Egg Donors shall first attempt any such putative contact via mail and/or email at the address(es) provided by the Intended Parents. If no response is then received within seven (7) days of issuance of such mail or email, then the Intended Parents hereby consent to Indian Egg Donors contacting the Intended Parents at the phone number(s) provided by the Intended Parents.

The Intended Parents shall advise Indian Egg Donors of any change in contact information, including phone, email, or mailing information, for the period up to twelve (12) months after their original embryo transfer.

#### C. EGG DONOR TRAVEL EXPENSES

Indian Egg Donors shall make all necessary travel arrangements for the Egg Donor and her companion as is required to successfully complete the egg donation. The Intended Parents also understand that if the Egg Donor requires travel, Indian Egg Donors will pay the Egg Donor's travel expenses in advance of her trip in accordance with the terms and conditions of this Agreement. Indian Egg Donors prohibits use of personal frequent flier mileage accounts for donor travel and the Intended Parents agree to this restriction against frequent flier mileage account usage.

Indian Egg Donors cannot guarantee that the Egg Donor's travel schedule and/or availability will be compatible with the least expensive fare or fare(s) available from the Egg Donor's location to the site of the treatment required to facilitate the egg donation Process. Indian Egg Donors shall not be liable for any difference between the travel expenses advanced on behalf of the Intended Parent(s) to facilitate the transport of the Egg Donor to the requisite treatment location. The Intended Parents agree to reimburse Indian Egg Donors, in full, for all travel expenses incurred by the Egg Donor during the egg donation process. Indian Egg Donors independently books travel arrangements under generally accepted travel industry standards and resources.

#### D. ESCROW ACCOUNT

During the term of this Agreement, Intended Parents have the option of establishing an Escrow Account with the escrow account attorney or an escrow company of their choosing, who/that will manage this Escrow Account for paying for the costs, fees, and expenses of the Egg Donor arrangement. However, most intended parent(s) pay in full up front with Indian Egg Donors or provide a credit card number to charge all necessary payments.

#### E. LEGAL EXPENSES

Indian Egg Donors shall ensure, at the Intended Parents' expense, any Egg Donor selected by the Intended Parents has access to an independent and impartial attorney to counsel and advise Egg Donor prior to the signing of the Egg Donor Contract by the Egg Donor.

#### F. EGG DONOR CONTRACT

Indian Egg Donors shall refer the Intended Parents to attorneys who can provide them and the Egg Donor with an Egg Donor Contract. The Egg Donor Contract shall be reviewed and approved by the Egg Donor's independent attorney prior to being signed.

## G. EGG DONOR PROFILE

Without disclosing the Egg Donor's identity, Indian Egg Donors shall obtain and provide to the Intended Parents a copy of the Egg Donor Profile, prepared by the Egg Donor. Indian Egg Donors cannot guarantee the accuracy of information the Egg Donor provides.

## H. OWNERSHIP OF DONOR EGGS:

The Intended Parents further agree to release to Indian Egg Donors, the following data as to the results of the egg donation: (1) the number of eggs retrieved, and; (2) the number of eggs fertilized resulting in embryos. Of the eggs retrieved, the Intended Parents shall have ownership of enough eggs to make up to 6 embryos. Eggs retrieved beyond this will be frozen for the benefit of DGA at DGA's expense.

## II. INDIAN EGG DONORS FEES & EXPENSES

The Intended Parents have paid Indian Egg Donors

1. For Regular Egg Donors: Regular Egg Donors are typically Most of our Candidates. The total sum of Six thousand one hundred dollars (\$6,100.00) as Indian Egg Donors' Agency Fee and registration fee, hereinafter referred to as "Agency Fee", at the time of signing the contract.
2. It is understood that this Agency Fee is nonrefundable. This covers the right of the Intended Parent to do unlimited searching of the database, and the Agency providing a maximum of 20 egg donor profiles or six months of support, whichever occurs first. Intended Parents have the right at their option to extend the contract for an additional 20 profiles or six months by paying \$6,000.00 in addition fees.
3. For Premium Egg Donors: Premium Egg Donors are the few candidates in our data base who are Physicians, Dentists, Beauty Queen Contestants or other Egg Donors with similar characteristics. the total sum of Twelve thousand one hundred dollars (\$12,100.00) as Indian Egg Donors' Agency Fee and registration fee, hereinafter referred to as "Agency Fee", at the time of signing the contract. It is understood that this Agency Fee is nonrefundable.
4. This covers the right of the Intended Parent to do unlimited searching of the database, and the Agency providing a maximum of 20 egg donor profiles or six months of support, whichever occurs first. Intended Parents have the right at their option to extend the contract for an additional 20 profiles or six months by paying \$12,000.00 in addition fees.
5. Intended Parents are informed whether the donor is a Regular or Premium Egg Donor prior to placement in writing. Fees are payable only for one of the above categories.

## III. A. of this Agreement.

One week before the estimated egg retrieval date, the Intended Parents will pay the total sum of Eight thousand dollars (\$8,000) as the remainder of the Donor Compensation through the agency.

Any extra expense incurred for processing the credit card, to compensate the Egg Donor and to pay the Agency Fee, will also be paid by the Intended Parent.

OR

In the event an escrow account is set up at Intended Parents option, the Intended Parents shall pay the escrow account attorney any unpaid balances due.

#### A. FIXED FEES & EXPENSES

Eight thousand dollars (\$8,000.00), representing the Egg Donor compensation and six thousand one hundred dollars (\$6,100), representing the Registration Fee and the Agency Fee.

#### B. ANTICIPATED EXPENSES

The estimated ANTICIPATED expenses will be paid directly by the Intended Parents and may include:

(1) Estimated miscellaneous expenses that may arise unexpectedly during the egg donation process e.g. purchase of birth control pills for Donor, Two Hundred & Fifty Dollars (\$250.00),

(2) Estimated FedEx/overnight charges for the delivery of time sensitive documents and Donor Medication Start and Compensation payment checks Fifty Dollars (\$50.00)

(3) Estimated travel expenses/mileage depends on egg donor location and IVF clinic location.

– Two thousand Dollars (\$2,000.00),

(4) estimated local screening and/or monitoring fees if the Egg Donor is required to be screened and/or monitored by a clinic in her home state Three Thousand Dollars (\$3,000.00), and

(5) Estimated screening and/or monitoring expenses if bills are charged directly to Donor or Indian Egg Donors by the Intended Parent's fertility clinic –Zero Dollars (\$.00). Your IVF Center will bill you directly for any medications or IVF costs for the donor. Some of these may be covered by your health insurance.

(6) Estimated Escrow expense costs of \$350, payable directly to the escrow company.

(7) Estimated Health Insurance costs for the donor of \$450 per donation.

If estimated expenses are less than actual expenses incurred, the difference will be refunded to the Intended Parents upon completion of the retrieval. If actual reasonable expenses exceed estimated expenses, the Intended Parents will pay the difference to the Agency or the escrow attorney as said expenses arise. Indian Egg Donors can only estimate expected expenses for the Intended Parents' egg donation cycle and neither Indian Egg Donors nor the escrow account attorney shall be held liable if actual reasonable expenses exceed estimated expenses. Payment(s) will be payable to the escrow account attorney via a check or money order.

Other anticipated costs may include the following:

i. Egg Donor's attorney fee of four hundred & fifty dollars (\$450.00);

ii. Egg Donor's medical screening costs if completed at a clinic other than Intended Parent's fertility clinic and if this clinic is unable to charge Intended Parents' credit card directly for these costs; Intended Parents understand that they may need to provide such a clinic with their credit card for such charges if clinic can take payment directly from Intended Parents, while maintaining Egg Donor's confidentiality;

iii. Egg Donor's medical screening costs if charged directly to Egg Donor, Indian Egg Donors or the escrow account attorney by the Intended Parent's fertility clinic;

- iv. Egg Donor's cycle monitoring costs if completed at a clinic other than Intended Parent's fertility clinic and if this clinic is unable to charge Intended Parents' credit card directly for these costs; Intended Parents understand that they may need to provide such a clinic with their credit card for such charges if clinic can take payment directly from Intended Parents, while maintaining Egg Donor's confidentiality;
- v. Egg Donor's cycle monitoring costs if charged directly to Egg Donor, Indian Egg Donors or the escrow account attorney by the Intended Parent's fertility clinic;
- vi. Egg Donor's psychological screening costs if completed at a clinic other than Intended Parent's fertility clinic and if this clinic is unable to charge Intended Parents' credit card directly for these costs; Intended Parents understand that they may need to provide such a clinic, social worker or psychologist with their credit card or a check payment for such charges if clinic, social worker or psychologist is able to take payment directly from Intended Parents, while maintaining Egg Donor's confidentiality
- vii. Egg Donor's psychological screening costs if charged directly to Egg Donor or Indian Egg Donors by the Intended Parent's fertility clinic;
- xiii. Except as set forth in the Egg Donor Contract, Egg Donor and companion's reasonable travel expenses as required for completion of the egg donation cycle as follows: a) per diem meals through the day after retrieval in the amount of fifty dollars (\$50.00) per day; b) driving to and from clinics/appointments (including tolls, mileage reimbursed at fifty five cents (\$0.55) per mile, parking and rental car); c) lodging for Egg Donor and companion through day after retrieval; d) round trip air, train or bus fare;
- ix. Any other amounts necessary for the Egg Donor to successfully complete the egg donation as agreed upon by Indian Egg Donors and the Intended Parents.

### III. MISCELLANEOUS

#### (i.) NONGUARANTEED OF SUCCESSFUL EGG DONATION, CONCEPTION & BIRTH.

It is expressly understood and agreed that the Agency Fee paid to Indian Egg Donors referenced herein is nonrefundable, regardless of whether the Intended Parents ever obtain a child from the donated eggs, provided Indian Egg Donors, complies with the terms and conditions of this Agreement. Once the first profiles are sent to the Intended Parents for review, the services rendered requirement of this contract will be considered completed.

#### (ii.) AGENCY FEE WAIVER FOR SUBSTITUTION OF DONOR:

If the Egg Donor does not pass her screening, is noncompliant, decides to no longer be an Egg Donor, or the retrieval is not completed and the Intended Parents choose to work with another Egg Donor represented by Indian Egg Donors, we will provide the Intended Parents with another Egg Donor and apply the agency fee already paid by the Intended Parents hereunder towards the supplemental alternative Egg Donor. The Intended Parents may not select an alternate donor other than from the above stated group of donors represented by Indian Egg Donors office.

#### B. WAIVER OF LIABILITY

The Intended Parents agree to hold Indian Egg Donors free and harmless from any and all liability as a result of any putative damages allegedly due to misinformation, information, or any lack thereof, medical or otherwise, upon which they relied in accepting an Egg Donor, absent fraudulent misrepresentation or gross negligence by Indian Egg Donors. The Intended Parents further agree to hold Indian Egg Donors free and harmless from all

medical or legal liability associated with the birth and/or placement of a child in their custody as a result of facilitation by Indian Egg Donors. The Intended Parents further agree to hold Indian Egg Donors free and harmless from all liability as a result of any act, omission or fraudulent representation by the Egg Donor. Indian Egg Donors is not acting in a legal capacity and cannot offer legal advice on any legal issues pertaining to the egg donation cycle.

#### C. EGG DONOR SURETY

Except as set forth in the Egg Donor Contract, Intended Parents shall be liable to Indian Egg Donors for the payment of any medical or other expenses that arise from or relate to an injury, medical complication, or medical condition suffered by Egg Donor because of the egg donation process, including medical expenses not covered by insurance, as well as any insurance deductible(s) and copayment(s).

#### D. CONFLICTS

The rights and liabilities of the Egg Donor and Intended Parents to one another shall be governed solely by their Anonymous Egg Donor Agreement, and it shall control and supersede this agreement to the extent of any conflict as it relates to the Intended Parents.

#### E. AUTHORIZATION

The Intended Parents authorize Indian Egg Donors to receive and maintain a copy of their signed legal agreement with the Egg Donor and authorize their attorney to provide Indian Egg Donors with a copy of this Agreement.

#### F. ACKNOWLEDGMENT(S)

Indian Egg Donors is not acting in a medical capacity. Indian Egg Donors cannot, and will not, act in any medical or psychological capacity in relation to the egg donation or during the Egg Donor's medical and psychological screening. Decisions and procedures of a medical or psychological nature will be made or performed by professionals retained, specified, or agreed to by Indian Egg Donors and thus, Indian Egg Donors will rely entirely upon the professional opinions of these medical and psychological professionals for all procedures of a medical or psychological nature. Thus, Indian Egg Donors shall not be liable for any acts, omissions, or decisions of medical or psychological professionals.

#### G. NONGUARANTEE OF FDA ELIGIBILITY AND/OR PERFORMANCE BY EGG DONOR

It is expressly understood by the parties hereto that Indian Egg Donors does not screen Egg Donor(s) to determine whether FDA eligibility for egg donation is satisfied where the Intended Parents' physician/IVF clinic conducts such testing to make that determination. All duties and responsibilities hereunder are premised upon the determination made by the Intended Parents' physician/IVF clinic. Accordingly, Indian Egg Donors shall not be held liable for any intentional, wrongful, erroneous, or negligent decisions or conduct made by the Intended Parents' physician/IVF clinic as to Egg Donor(s)' FDA eligibility.

Further, Indian Egg Donors cannot guarantee that the Egg Donor will comply with or honor the terms and conditions of the Egg Donor Contract. There is no guarantee that any given Egg Donor will be able to produce eggs that will produce a child that will be physically and psychologically healthy, or that will be free of birth or congenital defects or abnormalities.

#### H. INFORMED CONSENT

Prior to the execution of this Agreement the Intended Parents have consulted or been offered an opportunity to receive advice with an attorney of their own choice. The Intended Parents fully understand the Agreement and agree to the terms and conditions referenced



herein. The Intended Parents are signing this Agreement freely and voluntarily after due deliberation and upon consideration of all relevant issues and circumstances.

**I. AMENDMENTS**

The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against whom the enforcement of the change, modification, waiver, discharge or termination is asserted.

**J. ASSIGNMENTS**

This Agreement, the terms, conditions, and obligations set forth herein may not be assigned by either party, at any time, without the written consent of the other party. Subject to the foregoing, this Agreement shall be binding on the parties hereto, their heirs, representatives, successors, executors, administrators and assigns.

**K. CHOICE OF LAW**

This Agreement, its execution, interpretation and performance shall be governed by the laws of the State of California. Any controversy or claim arising out of or in any way related to this agreement or the relationship established by it or the alleged breach thereof, whether at common law, in contract, or in tort, or under statute, shall be governed by the laws of the State of California.

**L. COMPLETE AGREEMENT**

This Agreement sets forth the entire agreement between the Intended Parents and Indian Egg Donors. All prior and contemporaneous conversations, negotiations, covenants and warranties about the subject matter hereof, oral or written are waived, merged herein and superseded hereby. All parole evidence produced to contradict the express terms and conditions of this Agreement shall be inadmissible as evidence in litigation regarding this Agreement is considered null and void.

**M. EXECUTION** This Agreement may be executed in counterparts.

**N. HEADINGS & SUBHEADINGS**

The title of the Headings and Subheadings utilized herein are for informational purposes only and shall not be construed or interpreted to be binding in any form or fashion in the interpretation of the construction of this Agreement by any Court of Law or independent and neutral arbiter appointed by the parties hereto to resolve a putative dispute hereunder.

Prospective Parent A Initials: \_\_\_\_\_ Prospective Parent B Initials: \_\_\_\_\_

Indian Egg Donors Representative's Initials: \_\_\_\_\_

Executed & Acknowledged on behalf of the respective parties reflected below:

Intended Parent A

(Name and Signature) \_\_\_\_\_

Date: \_\_\_\_\_

Intended Parent B  
(Name and Signature) \_\_\_\_\_

Date: \_\_\_\_\_

The above intended parent(s) would like to review profiles of the following donors in order of priority. Please advise us on availability:

1. Egg Donor # \_\_\_\_\_.
2. Egg Donor # \_\_\_\_\_
3. Egg Donor # \_\_\_\_\_

Authorized Representative  
Indian Egg Donors  
(Name and Signature) \_\_\_\_\_

Date: \_\_\_\_\_