

OVA DONATION AGREEMENT

This Ova Donation Agreement (hereinafter referred to as "Agreement") is entered into by and between The Fertility Institutes (hereinafter referred to as "Egg Donor") on the one hand, and Julie Johnson (hereinafter referred to as "Intended Parent") and _____ (hereinafter referred to as "Intended Parent"), on the other hand. The Egg Donor and Intended Parent(s) are collectively referred to in this Agreement as the "Parties".

RECITALS

- a. **The Intended Mother and/or Intended Father(s)** (hereinafter, "Intended Parent(s)") is/are over the age of 21, and desire to enter into this Agreement for the purpose of having the Intended Parent(s) be the recipients of eggs donated by the Egg Donor, whose donated eggs will be fertilized by the sperm of the Intended Father(s) or a sperm donor, then transferred to the Intended Mother's or a surrogate's uterus for the purpose of having the Intended Mother or the surrogate carry the pregnancy for the Intended Parent(s) and having the Intended Parent(s) parent a child or children. As used herein, the term "Child" shall refer to all children conceived from the donated eggs pursuant to this Agreement.
- b. **The Egg Donor** is over the age of 18, is unmarried, and desires to enter into this Agreement.
- c. **The Egg Donor** desires to donate her eggs, which shall be retrieved from the Egg Donor by transvaginal ultrasound guided follicular aspiration, to be fertilized by the sperm of the Intended Father(s) or a sperm donor, then transferred to the Intended Mother's or the surrogate's prepared uterus, for the purpose of having the Intended Parent(s) be the lawful Parent(s) of the Child.
- d. **The Intended Parent(s)** desire and intend that any Child conceived by the donated egg(s) be morally, legally and otherwise the Child of the Intended Parent(s) for all purposes, and the Intended Parent(s) shall assume all legal and parental rights and responsibilities for the Child.
- e. **The Egg Donor** desires and intends that any Child conceived by the donated egg(s) be morally, legally and otherwise the Child of the Intended Parent(s) for all purposes, that the Intended Parent(s) shall assume all legal and parental rights and

Party's initials

Donor: JS

Intended Parent: _____

Intended Parent: _____

responsibilities for the Child, and the Egg Donor does not desire nor intend to assume or assert a parental or any other relationship with the Child.

- f. As used herein, "The Fertility Institutes", "Jeffrey Steinberg, M.D., Incorporated", "Jeffrey Steinberg, M.D." and "Alison C. Peck, M.D." shall refer to the program or program participants of those names in Encino, California, which will counsel the Parties and facilitate the ova donation arrangement only by providing for a valid agreement template for the parties to consider. Although The Fertility Institutes will provide facilitation services to the Parties, The Fertility Institutes is not a Party to this Agreement and shall be held harmless for any and all disputes, discrepancies or disagreement that may arise related to the use of this document. All parties have been advised to avail themselves of legal counsel to assist with any and all questions or concerns they may have related to their participation in an Egg Donor agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and with the intentions of being fully bound hereby, the Parties agree as set forth herein:

1. PURPOSE AND INTENT OF PARTIES AND AGREEMENT

The sole purpose and intent of the Agreement is to provide a means for the Intended Parent(s) to become the legal Parent(s) of a Child who is gestated and birthed by the Intended Mother or a surrogate, with the egg(s) of the Egg Donor. The foregoing Recitals are hereby incorporated into the Agreement and made a part hereof.

2. REPRESENTATIONS AND WARRANTIES

- a. **The Intended Parent(s)** warrant that all information provided to any professional, person, entity or Party, either written or oral, with respect to their medical condition, the absence of any and all civil and criminal histories in any way involving: a) minors, b) the sexual abuse or exploitation of any party, c) any prior action by any city, state or federal entity charged with child welfare protection, the egg donation procedure and/or any and all matters contained in this Agreement are true and correct to the best of their knowledge, and that they have not knowingly falsified or omitted any material information concerning these matters.
- b. **The Egg Donor** warrants that all information provided to any professional, person, entity or Party, either written or oral, with respect to her medical and mental condition, all social information including social (alcohol, tobacco) habits and genetic information and family history, all educational information, the egg donation and/or any and all matters contained in this Agreement are true and

Party's initials

Donor:

Intended Parent:

Intended Parent:

correct to the best of her knowledge, and that she has not knowingly falsified or omitted any material information concerning these matters. Egg Donor further represents that, based on her information and belief she is capable of producing normal, healthy eggs. Egg Donor agrees that she will not attempt to form a parent-child relationship, nor any relationship, with and Child that may be born pursuant to the provisions of this Agreement. Egg Donor expressly waives any parental and/or other rights regarding any Child that may be born pursuant to the provisions of this Agreement.

- c. Donor hereby represents that she believes she has no Native American Indian ancestry or Alaskan Indian tribal ancestry. Donor further represents that it is her belief that any child that should be born through use of her donated eggs, on behalf of Intended Parent(s), shall be treated in all respects as the natural, legal and biological child of Intended Parent(s) and that such child is not eligible for enrollment with any American native Indian tribe or Alaskan Indian tribe through Donor, or any relative of hers. Donor also represents that any such Child shall not be deemed her biological child for purposes of the Indian Child Welfare Act, (hereinafter also referred to as "ICWA") (U.S.C.A. Chap 21, Title 25, § 19.03) or California's statutory provisions concerning Native American Indian children or Alaskan Indian children, including but not limited to: *Family Code*, § 170, et seq. Donor shall undertake to defend against, and in favor of Intended Parent(s), any action by any tribe, tribal member or any person who should bring any action whereby the tribe, tribal member or individual asserts any rights: 1) to the Child of Intended Parent(s) born as a result of this Agreement and use of the Donor's eggs; or 2) to have the Child declared, enrolled or made a member of any Native American Indian tribe. Intended Parent(s) and Donor understand that the law applicable under the Indian Child Welfare Act, (25 U.S.C.A. § 1901, et seq.) and California *Family Code*, § 170, et seq., and related California Family law sections concerning Native American Indian and Alaskan Indian children, is uncertain as to children conceived by way of egg donor arrangements and surrogacy and therefore no attorney can advise as to the ultimate outcome in a case whereby an Native American Indian tribe or Alaskan Indian tribe should assert rights under the Indian Child Welfare Act or California's statutory provisions concerning Native American Indians with respect to a child born as a result of egg donation. Donor agrees to, and hereby does, forfeit any claim she may have under ICWA and California statutory provisions governing Native American Indian children, and agrees she will not assert any rights concerning the Child as otherwise provided under ICWA and/or California statutory provisions governing Native American Indian children. To the extent Donor has any Constitutional right to assert any interests under ICWA and/or any rights under any California statutory sections governing Native American Indian children, she hereby knowingly, voluntarily, and intentionally waives such rights.
- d. **The Parties** warrant that they are comfortable with and knowledgeable about the implications and issues of conceiving a child conceived by egg donation.

Party's initials

Donor: XX

Intended Parent: _____

Intended Parent: _____

- e. **The Parties** warrant that the decision to enter into this agreement is a fully informed decision, made after careful and unemotional reflection, that they have come forward voluntarily to enter into this Agreement free of any economic duress, and that the consent or permission of no other person is necessary for the performance of this Agreement.
- f. **The Parties** warrant that they understand that the medical procedures contemplated by this Agreement represent new, unsettled, and uncharted areas of the law. The Parties further warrant they have been informed that legislative bodies or courts may declare that this Agreement is void as against public policy, in whole or in part. Nevertheless, the Parties represent and warrant that they are entering into this Agreement with the intent to be fully bound by the terms and conditions set forth herein.
- g. **The Parties** warrant that they understand that if any aspect or provision of this Agreement violates any present or future non-available civil or constitutional right of any Party to this Agreement, or any present or future statute, law, ordinance, or regulation, that aspect or provision may not be enforced. However, the Parties further warrant and agree that any said aspect or provision shall be curtailed and limited only to the extent necessary to bring it in compliance with the law.
- h. It is expressly understood that this Agreement in no way constitutes payment for genetic material, for a child, or for relinquishment of a child. All Parties acknowledge that the Egg Donor is being compensated for her inconvenience and expenses for undergoing the transvaginal aspiration procedure.

3. NO WARRANTS OR GUARANTIES BY PROFESSIONALS

The Parties understand and agree that neither any attorneys representing any Parties herein, if any, nor any other professionals whose services have been utilized or are contemplated with respect to this Agreement, including but not limited to The Fertility Institutes, medical genetic, and psychological personnel, guaranty or warrant any of the following: that any of the representations made by any of the Parties are true and correct; that any of the Parties will comply with the terms and conditions of this Agreement; that the Egg Donor will in fact produce an egg or eggs; that the Egg Donor has and/or, independent of the Oocyte Donor/Recipient Accident Insurance provided pursuant to Paragraph 11 herein, if any, medical insurance that will cover any and all of the procedures contemplated by this Agreement or complications arising there from; that the Intended Mother or the surrogate will in fact become pregnant and carry the Child to term; or that the Child, if conceived, will be physically and mentally healthy and free of congenital or other defects.

4. PARENTAL RIGHTS AND RESPONSIBILITIES

Party's initials

Donor: X

Intended Parent: _____

Intended Parent: _____

- a. **Intended Parent(s)** shall assume all legal and parental responsibilities for any Child born pursuant to this Agreement, notwithstanding any congenital, physical, or mental abnormality of the Child.
- b. IT IS THE EXPRESS INTENT OF THE PARTIES HERETO THAT THE EGG DONOR SHALL NOT HAVE ANY PARENTAL, LEGAL OR CUSTODIAL RIGHTS OR OBLIGATIONS WITH RESPECT TO THE CHILD, AND THAT EGG DONOR SHALL NOT BE THE LEGAL, NATURAL, OR BIOLOGICAL PARENT OF THE CHILD, AND THE EGG DONOR HEREBY EXPRESSLY WAIVES ANY SUCH RIGHT.
- c. Any Child born pursuant to the conduct contemplated by this Agreement shall be morally, ethically, biologically, legally, contractually, and otherwise the Child of the Intended Parent(s) for all purposes. The Egg Donor agrees, if needed, to sign any and all documents, attend any and all court hearings, and otherwise participate in any legal proceedings to establish and/or confirm the Intended Parent(s)' parentage, either prior to or after the Child's birth. Any legal proceedings requiring the participation of the Egg Donor shall be carried out with the intent of preserving the anonymity of the Egg Donor to the fullest extent allowable under the law. Intended Mother shall have the right to enter her name as the Mother, and Intended Father(s) shall have the right to enter his/their names as the father(s) or parent(s) on the birth certificate of the Child pursuant to legal statutes in effect at the time of the birth. The Egg Donor agrees that the Child shall be raised by the Intended Parent(s) without interference by her, that she shall neither have nor assert any parental and/or other rights to the Child, and that she shall neither form nor attempt to form any parental or other relationship with the Child.

5. EGG RETRIEVAL AND DONATION

- a. **The Parties** agree that Egg Donor shall undergo fertility and drug therapy, and transvaginal aspiration of her egg(s), so that the retrieved egg(s) may be fertilized with the sperm of the Intended Father(s) or a sperm donor, in vitro, and that selected resulting embryos shall be transferred to the Intended Mother's or surrogate's uterus. These procedures shall be undertaken and/or supervised by Physician(s) at The Fertility Institutes (hereinafter, "Physician(s)").
- b. **The Parties** agree that the egg retrieval procedure shall be attempted as soon as reasonably advised by the Physician(s), and not later than six months from the time of execution of this Agreement (unless the Parties agree to extend said period by, i.e. mutual agreement and/or the Egg Donor's commencement of injectable medications). Egg Donor understands that her cycle may be synchronized with that of the Intended Mother or surrogate, and Egg Donor agrees to undergo the egg retrieval procedure on the date instructed by the Physician(s). No Party to this Agreement shall be obligated to perform pursuant to this Paragraph beyond the first cycle of medication, which results in

Party's initials
 Donor: *AS*
 Intended Parent: _____
 Intended Parent: _____

transvaginal aspiration of the Egg Donor's egg(s). In the event a cycle is cancelled or postponed by the Physician(s), the Egg Donor agrees to reschedule such further cycle(s) until the aspiration occurs, unless medically inadvisable as determined by the Physician(s) and/or unless the Agreement is terminated under the provisions as set forth in this Agreement. In the event the Egg Donor undergoes any egg retrieval procedure after the first said procedure, the terms of this Agreement shall be applied in full with respect to all said procedures.

- c. **Egg donor** understands that the medical instructions provided by the Physician(s) are of critical import in aiding the achievement of the stated goal of producing a healthy pregnancy. Egg donor agrees to comply fully with any and all medical instructions provided by the Physician(s) toward this end. Egg donor understands that she is under no obligation to complete the treatment course or undertake the egg donation procedure but that failure to comply with such prescribed treatment in its entirety will cause a cancellation of the treatment cycle either before or after egg retrieval at significant financial and emotional expense to the intended parents. Egg donor understands that such actions, regardless of the reason for such withdrawal shall constitute a breach of this agreement and that in addition to any other remedies available to the intended parent(s), no payment for the effort expended by egg donor including the egg retrieval procedure if applicable, up to the point of termination will be reimbursable to egg donor. **The specific instance of a failure to demonstrate evidence of the presence of the hormone, human chorionic gonadotropin hereinafter referred to as "hCG" in the blood after such medication is self-administered by the egg donor in response to instructions by the Physician(s), shall constitute a breach of this agreement.**
- d. **The Parties** agree that once the egg Donor's egg(s) are removed and retrieved, all the egg(s) shall immediately vest to and become the sole property of the Intended Parent(s), and Egg Donor agrees to relinquish immediately to Intended Parent(s) custody of any and all eggs retrieved from Egg Donor pursuant to this Agreement. Intended Parent(s) shall have complete custody and control of all the egg(s) and all the embryo(s) created from the egg(s) donated to them by Egg Donor, and shall have the sole and exclusive right to make any and all decisions regarding the disposition of all the resulting egg(s) and embryo(s) including, without limitation, the selection and number of embryos to be transferred to the Intended Mother or surrogate's uterus, cryopreservation of the egg(s) and/or embryo(s) for future use, abortion or selective reduction, and/or destruction of the egg(s) and/or embryo(s). By her signature below, the Egg Donor specifically consents to any and all said uses of the egg(s) and/or embryo(s). However, it is further agreed that should the egg donor raise a specific objection below, the Intended Parent(s) shall not donate any unused egg(s) and/or embryo(s) to any third parties for the purpose of conception and/or medical research.
- e. **The Parties** have been informed of the provisions of California Penal Code section 367g, which specifically state in pertinent part that:

Party's initials

Donor:

Intended Parent:

Intended Parent:

“(a) It shall be unlawful to anyone to knowingly use sperms, ova, or embryos in assisted reproduction technology, for any purpose other than that indicated by the sperm, ova, or embryo providers signature on a written consent form.”

“(b) It shall be unlawful for anyone to knowingly implant any sperm, ova, or embryos, through the use of assisted reproduction technology, into a recipient who is not the sperm, ova, or embryo provider, without the signed written consent of the sperm, ova or embryo provider and recipient.”

It is the intent and desire of the Parties to avoid any conflict or violation of this Penal Code section by the signing of this Agreement and by signing the required consent forms through the Physician(s).

6. MEDICAL, GENETIC AND PSYCHOLOGICAL EVALUATIONS AND SCREENING

- a. **The Egg Donor** agrees to undergo if requested, a psychological evaluation and/or testing by a Physician(s) or psychologist and/or his/her agent, to the extent determined by the Physician(s) and/or his/her agent. In addition, the Egg Donor has signed and/or shall sign an Authorization for Release of Information, authorizing the Intended Parent(s) (for non-identifying information only), The Fertility Institutes, and the Physician(s) to review any records or information concerning the evaluation and the results of any testing, to speak with the psychologist concerning the evaluation and testing, and to obtain the psychologist’s professional opinion concerning the suitability of any Party for participation in the egg donor process. It is a condition to this Agreement that the Intended Parent(s) approve the results of such evaluation if obtained.
- b. **The Egg Donor** agrees to undergo and/or has undergone a basic genetic evaluation by The Fertility Institutes and/or his/her agent to the extent determined by the Physician(s) and/or his/her agent, and/or to the extent requested by the Intended Parent(s). In addition, the Egg Donor has signed and/or shall sign an Authorization for Release of Information, authorizing the Intended Parent(s) (for non-identifying information only), The Fertility Institutes, and the Physician(s) to review any records or information concerning the evaluation and the results of any testing with a geneticist, if any concerning the evaluation and testing, and to obtain the geneticist’s professional opinion concerning the suitability of any Party for participation in the egg donation process. It is a condition to this Agreement that the Intended Parent(s) approve the result of such evaluation if carried out. Genetic screening via a review of a written genetic history provided by intended egg donor shall be recognized by intended parent(s) as the standard methodology employed by the Fertility Institutes for such basic genetic screening. Intended

Party's initials

Donor: AA

Intended Parent: _____

Intended Parent: _____

parent(s) acknowledge that neither basic or advanced genetic screening which may include but not be limited to blood karyotyping, polymerase chain reaction or fluorescent in situ hybridization genetic studies provide any warranty concerning a panoramic normal genetic outcome in any pregnancy. Intended parent(s) agree to hold harmless The Fertility Institutes, Drs. Jeffrey Steinberg, Dr. Alison C. Peck, and any and all associated employees and/or agents from responsibility or liability for the genetic outcome of any pregnancy derived involving this egg donation agreement.

- c. **The Egg Donor** understands that she has the right to request that the Intended Parent(s) undergo a psychological evaluation and testing and, by her signature on this Agreement, hereby waives said right. To the extent that any Party does not require another Party to undergo an evaluation, said Party is knowingly waiving this requirement and releases each other from any claims and/or damages which might have been prevented by said evaluations. However, all Parties agree to and shall undergo evaluation and/or testing determined by the Physician(s).
- d. **Egg Donor**, any partner of the Egg Donor, and intended Parent(s) have undergone, or agree to undergo physical examinations under the direction of the Physician(s), to the extent determined by the Physician(s) to determine whether the physical health and well-being of the Parties are satisfactory. The extent and scope of the medical evaluation shall be at the sole discretion of the Physician(s). The medical evaluation shall include tests for all sexually transmitted diseases, including HIV and AIDS. The Egg Donor's testing shall also include drug and tobacco screening. The Egg Donor's signature on this Agreement constitutes said Party's authorization to permit Intended Parent(s) to have access to non-identifying medical information and records, which are related to the procedures contemplated herein. Egg Donor agrees to execute separate releases of such information if requested by the Intended Parent(s). Intended Parent(s) shall pay for said examinations and testing, and it is a condition of this Agreement that the Intended Parent(s) approve the results of such physical examinations and testing.

7. ASSUMPTION OF MEDICAL AND PSYCHOLOGICAL RISKS

- a. **The Egg Donor**, and her heirs and assigns, acknowledge that all medical procedures have been thoroughly explained to her by a Physician, and that she has been advised of the medical risks, including death, which may result from the conduct contemplated by this Agreement. The Egg Donor understands and agrees that it is her responsibility to ask the Physician(s) to explain the medical and psychological risks of the egg retrieval preparation and procedure. The Egg Donor further acknowledges that she has signed and/or will sign an informed consent regarding the possible

Party's initials

Donor: AS

Intended Parent: _____

Intended Parent: _____

- medical risks associated with the medical procedures and the accompanying medications to be administered to the Egg Donor.
- b. **The Egg Donor** warrants that she is aware of the psychological risks associated with acting as an egg donor.
 - c. **The Egg Donor** agrees to assume all medical, financial and psychological risks and to release the Intended Parent(s), their attorney(s) if any, the Egg Donor's attorney if any, the Physician(s), The Fertility Institutes, and other professionals contemplated herein and/or involved in any aspect of the egg donation arrangement, and each said person's agents and employees, from any legal liability except professional malpractice (malfeasance or negligence).
 - d. **The Egg Donor** further warrants that she is aware of the risks involved in traveling for activities contemplated by this Agreement including, but not limited to, testing, screening, monitoring, medical and other appointments. Such risks may involve intentional, criminal and/or negligent action by third parties and/or accidents, which could lead to serious injury and/or death. The Egg Donor, as well as her heirs and assigns, understand and agrees to assume all of these risks associated with the conduct as contemplated by this Agreement, and to release the Intended Parent(s), the attorneys if any, their agents and employees, and the professionals and others contemplated and/or involved in any aspect of this Agreement, with respect to said risks (with the exception of legal liability for professional negligence).
 - e. In executing the release of liability set forth herein, the Egg Donor expressly waives and relinquishes all rights and benefits afforded by California Civil Code Section 1542, and does so expressly understanding and acknowledging the significance and consequence of such specific waiver of said Section 1542, which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

8. EGG DONOR'S CONDUCT

- a. **The Egg Donor** agrees to follow all instructions given to her by Physician(s), including all instructions concerning physical and sexual activity. The Egg Donor further agrees to submit to any medical test or procedure, including blood tests and ultrasounds, deemed necessary or advisable by Physician(s), and to precisely and completely follow the Physician(s)'s schedule for taking the prescribed medication.

Party's initials

Donor: AS

Intended Parent: _____

Intended Parent: _____

- b. **The Egg Donor** agrees to precisely and completely follow the Physician(s)'s schedule for taking the medication prescribed. The Egg Donor agrees that, from the start of cycle, no medications (other than birth control) or as otherwise advised by the Physician(s) will be taken, she shall not smoke cigarettes, marijuana or other substances, consume alcoholic beverages, or take any illegal drugs, and shall not engage in any activity or procedures which requires the breaking of skin or drawing of blood, including elective and/or cosmetic surgery, body piercing, acupuncture or tattooing, without the express written consent of the Physician(s). The Egg Donor also agrees not to use any prescription, non-prescription, homeopathic, or herbal medication during said period without the prior written consent of the Physician(s).
- c. **The Egg Donor** agrees to abstain from any sexual activity, including intercourse, that would allow the transmission of sexually transmitted disease or any potential pregnancy, from the start of cycle medication (other than birth control) or as otherwise advised by the Physician(s). In the event the Egg Donor becomes pregnant during the time this Agreement is in effect, said pregnancy shall constitute a breach of this Agreement, to which the Intended Parent(s) shall have all remedies in law and equity, including but not limited to reimbursement of all sums expended by the Intended Parent(s) with respect to the egg donation arrangement. Additionally, the Egg Donor shall be solely responsible for any and all obstetrical and medical care for herself and the fetus/child, the medical insurance policy set forth in Paragraph 11 of this Agreement shall not apply, and the Egg Donor shall be personally responsible for the cost of treatment from medical complications resulting from the treatment cycle.

9. COMPENSATION

- a. As compensation to the Egg Donor for her pain, discomfort, inconvenience, and medical risks assumed in connection with the egg retrieval and donation contemplated by this Agreement, the Intended Parent(s) agree to compensate the Egg Donor for each completed egg retrieval procedure in the amount as specified in "Attachment "A" to this Agreement. Payment is to be made regardless of whether or not the egg(s) result in fertilized embryo(s), and regardless of the quantity or quality of the egg(s). If the cycle is cancelled due to the negligent or intentional act(s) of the Egg Donor, or at the request of the Egg Donor, the Egg Donor shall remain liable for all remedies available to the Intended Parent(s) resulting from any breach of this Agreement. Payment of said compensation as described in this Paragraph and Attachment "A" is in

Party's initials
 Donor:
 Intended Parent:
 Intended Parent:

full consideration of any lost wages, child care, transportation costs, and/or other expenses, unless otherwise specified in this Agreement, which is incurred by Donor, or in relation to egg aspiration procedure, as a result of the conduct contemplated by this Agreement. Payment, as specified in this Paragraph and Attachment "A", and shall be paid within seven (7) days upon the completion of the egg retrieval. The amount to be paid to Donor, as specified in Attachment "A" and as described in this Paragraph shall be deposited by the Intended Parent(s) with The Fertility Institutes and then shall be paid to the Egg Donor through The Fertility Institutes. The Egg Donor shall not receive any payment until The Fertility Institutes has received a signed W-9 form from the Egg Donor. The fee constituting compensation as described herein and in Attachment "A" shall constitute the full payment available to the Egg Donor. Costs of prescribed post operative analgesics, if any shall remain the responsibility of the Egg Donor. Medical costs, as provided for in this Agreement, shall be the responsibility of the Intended Parent(s) subject to the limitations provided for in this Agreement.

- b. Egg Donor is informed and so agrees that any payments made to Egg Donor under this Agreement are contingent upon Egg Donor providing The Fertility Institutes with signed original of this Agreement.**

10. PAYMENT OF MEDICAL EXPENSES

The Intended Parent(s) shall be responsible for, and shall pay, all of the Egg Donor's pre-surgical evaluation and testing, as well as the medical expenses of the egg retrieval procedure, including but not limited to, the fees and costs of the Physician(s), medical facility, anesthesiologists, laboratory fees, pharmaceutical costs, and aspiration procedures. However, it is expressly understood that the Intended Parent(s) shall not be responsible for the medical costs and other expenses associated with any physical or mental complications which may occur as a result of the egg donation preparation or procedure or fertility drugs, with the exception that the Intended Parent(s) shall pay the total sum of \$2,500.00 for related medications and direct medical services which occur within 90 days of the completed egg retrieval procedure and/or cancellation of the cycle exclusive of postoperative analgesic costs as described in 9(a) of this agreement. Any medical expenses beyond said sum and or beyond said time, and/or any non-medical expenses, shall be the sole responsibility of the Egg Donor, and the Egg Donor for herself as well as her heirs and assigns, agrees to assume said risk. The Egg Donor agrees to reimburse the Intended Parent(s), through a payment to The Fertility Institutes, for all payments made directly to the Egg Donor by her insurance company(ies) for medical expenses already paid by the Intended Parent(s) (either directly and/or through The Fertility Institutes) in relation to the conduct contemplated by this Agreement. **Intended**

Party's initials

Donor: AD

Intended Parent: _____

Intended Parent: _____

parent(s) acknowledge that Egg Donor Complication Insurance is available through independent agencies. Intended parent(s) acknowledge that the retention of such insurance in advance of the initiation of a treatment cycle has been strongly suggested to them by the Fertility Institutes as a potential offset of unexpected medical expenses incurred resulting from any complication incurred by the Egg Donor related to her performance under this agreement. Intended parent(s) shall be responsible for obtaining such coverage if desired, in advance of the initiation of a treatment cycle. Intended parent(s) agree to advise the Fertility Institutes of the existence of such an Egg Donor Complication Insurance Policy upon receipt of such policy and to make available to the Fertility Institutes all policy details including policy number, donor insured, effective dates and issuing agency. Egg donor agrees to assign any and all compensation benefits resulting from any claim on such policy for care rendered to Egg Donor by the Fertility Institutes unless payment for such care has been previously provided by Egg Donor to the Fertility Institutes.

It is expressly understood that any medication not used by the Egg Donor pursuant to the terms of this Agreement shall be returned to the Physician(s). In the event the Egg Donor loses and/or damages the medication, the replacement cost of said medication shall be reimbursed by the Egg Donor to the Fertility Institutes prior to receipt of final payment for said ova donation and/or deducted from the Egg Donor's fee. In the event of a cycle cancellation and failure of the Egg Donor to return all unused medications to the Fertility Institutes, Egg Donor acknowledges and understands that a commercial collection agency may be employed by the Fertility Institutes to collect the fees expended in payment of said medications. Egg Donor acknowledges that the actions of a commercial collection agency may have an adverse impact upon the credit history of the Egg Donor and that such adverse consequences may be easily avoided by the prompt return of any unused medications.

11. MEDICAL INSURANCE

- a. **The Egg Donor** shall maintain her existing medical insurance plan, if any, during the entire term of this agreement; said medical insurance plan shall be deemed the primary insurance. In addition, the Intended Parent(s) shall have the opportunity to purchase Oocyte Donor/Recipient Accident Insurance for the benefit of the Egg Donor. Said insurance may be purchased through an agency, the name of which will be provided to the Intended Parent(s). A separate premium shall be paid by Intended Parent(s), through said agency, for each cycle of the egg retrieval procedure for which any medication treatments have begun. Any medical treatment sought by the Egg Donor as a result of complications from the treatment cycle shall be subject to the prior review and approval of the Physician(s), to the extent reasonably possible.
- b. **The Egg Donor** shall immediately inform The Fertility Institutes of any and all notices received by, or that come to the attention of, Egg Donor which may

Party's initials

Donor: X

Intended Parent: _____

Intended Parent: _____

adversely affect existing medical coverage including, without limitation, cancellation notices, past payment notices, and changes in coverage (e.g., amendments).

12. PRIVACY AND CONFIDENTIALTY

- a. The Parties agree that they will not provide, nor allow the provisions of, any information to the public, news media, or any other individual (except the professionals directly involved with the contemplated egg donation arrangement) regarding their involvement in the donation arrangement or the identity of any Party herein and/or of the Child, without the express written consent of all Parties hereto. The Parties understand that the confidentiality as described herein does not contemplate speaking with friends or relatives about their own involvement in the egg donation process, as long as they do not reveal the identities of the other Parties and/or Child, to the extent known.
- b. In order to maintain the confidentiality contemplated herein, in the event litigation arises out of this Agreement, the Parties and their legal counsel, heirs, representatives, and assigns agree to make all reasonable efforts to maintain such confidentiality as to the general public, and to maintain the anonymity of the Parties if requested. Said reasonable efforts shall include, but shall not be limited to requesting that records be sealed, requesting that gag orders be invoked, and requesting that the court and/or other entity maintain said confidentiality in its procedures and in the conducting of hearings and refrain from releasing the identity of the Parties to the public or to the news media.

13. DEATH, SEPERATION, OR DIVORCE OF INTENDED PARENT(S)

In the event the Intended Parent(s) become legal separated or divorced, the Intended Parent(s) shall nevertheless have sole legal and physical custody of any embryos. In the event of the death or mental incapacity of either of the Intended Mother or the Intended Father, the embryos shall be deemed to be the property of the surviving spouse. The Intended Parent(s) shall make provisions in their testamentary documents for the disposition of their embryos, which disposition shall be in accordance with the terms of this Agreement. If both Intended Parent(s) should die after execution of this Agreement, but prior to retrieval of the Egg Donor's eggs, then this Agreement shall terminate, and the Egg Donor shall only be entitled to receive any payments or reimbursements that have accrued pursuant to this Agreement.

Party's initials

Donor: XX

Intended Parent: _____

Intended Parent: _____

14. FUTURE CONTACT AND EXCHANGE OF INFORMATION

- a. The Egg Donor agrees that she will not seek to view or contact the Child after the Child's birth, that she will not seek to ascertain the identities of the Intended Parent(s) or Child, nor seek to view or meet with the Intended Parent(s) or their families, without the express prior written consent of the Intended Parent(s). Except as otherwise stated herein, the Intended Parent(s) agree that they will not seek to view or meet with the Egg Donor or her family, nor ascertain her identity, without the express prior written consent of the Egg Donor.
- b. The Egg Donor further agrees to inform the Intended Parent(s), through The Fertility Institutes and/or the Physician(s) (and/or their successors or assigns), if she later develops or learns of any medical condition with a genetic component.
- c. Since the Child is the genetic product of the Egg Donor, it may, in the future, become necessary to obtain information from the Egg Donor regarding any significant medical condition of a genetic or medical state which is life threatening or may subject the Child to a risk of incurring a substantial or severe disability. Therefore, the Egg Donor agrees to inform The Fertility Institutes of her social security number and driver's license number. If said medical information must be obtained from the Egg Donor per the advisement of the Child's treating Physician(s), the Egg Donor agrees to anonymously furnish the information through The Fertility Institutes and/or the Physician(s) (and/or their successors or assigns).

15. INDEPENDENT LEGAL COUNSEL

The Parties warrant that they have consulted and/or have been advised to consult with independent legal counsel regarding the terms, conditions, rights, duties and liabilities, arising under this Agreement. Obtaining qualified independent legal counsel is the sole responsibility of the Egg Donor and Intended Parent(s). Unless otherwise agreed, each Party is responsible for payment of legal fees in relation to their advisement as to their rights, responsibilities and obligations, as related to this Agreement and the undertakings thereof. If, however, either Party should pay or cause to be paid the legal fees of the other Party, it is expressly understood and acknowledge that when one Party's attorney is paid by, or through, the other Party this creates a potential conflict of interest because the payment could induce the Party's attorney to favor the person paying. Each Party has been advised of this potential conflict of interest and informed that they should consult with and pay for any attorney of their own choosing without reimbursement by, or through, any other Party) in order to avoid the potential conflict.

16. CHANGES IN CIRCUMSTANCE

Party's initials

Donor:

Intended Parent: _____

Intended Parent: _____

Prior to and during the time this Agreement is in effect, the Egg Donor agrees to immediately notify The Fertility Institutes of any material change in her circumstance, which may directly or indirectly affect this Agreement. Such material changes include, but are not limited to, exposure to communicable illness or toxic chemicals, change in insurance coverage, loss of employment, change in marital status, illness, consumption of drugs or alcohol, change of address or ability to perform under this Agreement.

17. TERMINATION OF THIS AGREEMENT

Either Party can terminate this Agreement by two (2) days' written notice to the other Party at any time prior to any commencement of the administration of injectable medication with no further liabilities or obligations to the other Party.

- a. If the Egg Donor terminates this Agreement without cause after the start of injectable medication but before the egg retrieval procedure, she will be responsible for reimbursing the Intended Parent(s) for the following, plus interest from the date of breach until the date reimbursement is made: (1) payments received by Egg Donor; (2) cost of medication for Egg Donor; (3) travel expenses of Egg Donor and companion, if any; (4) screening cost of Egg Donor; and (5) legal fees.
- b. If the Intended Parent(s) terminate this Agreement without cause after start of injectable medication but before the egg retrieval, the Egg Donor shall receive the cancellation fee of \$500.00 already paid to her, but shall not be entitled to any other payments except for any out-of-pocket costs she has incurred and for which the Intended Parent(s) are obligated to reimburse her for under this Agreement.

18. BREACH OF AGREEMENT

In the event any Party materially violates any of the provisions contained in this Agreement, without legal excuse, such violation shall constitute a material breach, and in addition to all other remedies available at law or equity, this Agreement may be terminated forthwith at the option of the aggrieved Party without further liability on the part of the aggrieved Party. In the event that the Intended Parent(s) terminate this Agreement due to a breach by the Egg Donor, the Intended Parent(s) shall be under no obligation to pay any monies to the Egg Donor, or reimburse any of her expenses incurred. In addition, in said event, the Egg Donor must reimburse the Intended Parent(s) for all sums expended pursuant to this Agreement and the Intended Parent(s) shall further have all other remedies available to them in law and equity. Furthermore, the Egg Donor

Party's initials

Donor: JJ

Intended Parent: _____

Intended Parent: _____

understands that grave, severe, and intense emotional distress, humiliation, and mental anguish may occur to the Intended Parent(s) as a result of a material breach by the Egg Donor, and that the Egg Donor may also be liable to the Intended Parent(s) for the infliction of emotional distress in the event of material breach.

19. TIME OF THE ESSENCE

It is expressly agreed that time is of the essence with respect to this Agreement.

20. DISPUTE RESOLUTION

The Parties agree to mediate any dispute or claim arising between them out of this Agreement or any resulting transaction before resorting to arbitration or court action. Mediation is a process by which parties attempt to resolve a dispute or claim by meeting with an impartial, neutral mediator, who is authorized to facilitate the resolution of the dispute, but who is not empowered to impose a settlement of the Parties. Mediation fees, if any, shall be divided equally among the Parties involved. If any Party commences an arbitration or court action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then in addition to any other remedies available at law or at equity, in the discretion of the arbitrators or judge, that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such arbitration or court action.

21. NO AGENCY, PARTNERSHIP, EMPLOYMENT OR JOINT VENTURE

No agency, partnership, employment, or joint venture is created or, intended to be created, by the Parties.

22. ATTORNEY FEES AND COSTS

In any action, proceedings, or arbitration between the Parties arising out of this Agreement, including court actions, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

23. TAXATION

Party's initials

Donor: J

Intended Parent: _____

Intended Parent: _____

Neither The Fertility Institutes nor any of the attorneys representing any of the Parties herein, if any has given any of the Parties legal advice on taxation. The Parties should consult independent counsel regarding tax matters that may arise. It is the responsibility of any Party receiving payment or other benefits pursuant to this Agreement to report receipt of said payments or benefits to the proper taxing authorities, state, federal, or otherwise.

24. WRITTEN AGREEMENT

This Agreement shall be amended only by a written agreement signed by all Parties, and no oral waiver shall be permitted of any terms of this Agreement.

25. EXECUTION OF AGREEMENT

The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument (although each may be differently formatted or with different pagination due to the transmission of the document by e-mail or fax and each may lack the countersignature of the agreeing party to preserve anonymity). The original of the respective counterparts shall be maintained by the Intended Parent(s). Any fax or copy of the signed Agreement shall be deemed and treated as if original.

26. ANONYMITY

It is the intent of the Parties to remain anonymous and the Parties hereby waive the option of knowing names of the other Parties. All Parties agree that reference herein by their initials, and signatures by initials only, shall be legally binding.

27. ENTIRE AGREEMENT, INTEGRATION, AND INUREMENT

This Agreement sets forth the entire agreement between the Parties. All agreements, covenants, representations, and warranties, express and implied, written and oral, of the Parties are contained herein. No other agreements, covenants, representations, or

Party's initials

Donor:

Intended Parent:

Intended Parent:

warranties, express or implies, oral or written, have been made by any Party to the other(s) with respect to this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties with respect to this Agreement are waived, merged, and superseded. This is an integrated Agreement.

This Agreement applies to, inures to the benefit of, and binds all Parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

28. INTERPRETATION

No provision of this Agreement is to be interpreted for or against any Party because that Party or that Part's legal representative or agent drafted the provisions.

29. ENFORCEABILITY OF AGREEMENT

In the event any of the provisions, whether sentences or entire paragraphs, of this Agreement are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of this Agreement. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

30. UNDERSTANDING OF LEGAL EFFECT AND VOLUNTARY EXECUTION

Each Party acknowledges that he/she fully understands this Agreement and its legal effect, and that he/she is signing the same freely and voluntarily, and that no Party has any reason to believe that the other Party did not freely and voluntarily execute this Agreement.

31. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, and California substantive law shall apply exclusive of the conflict of laws rules of the State of California. The Parties agree that the jurisdiction for the resolution of any dispute arising under this Agreement shall vest exclusively in a court of competent jurisdiction in the State of California, or in an arbitration tribunal in the State of California, in the county of Los Angeles, regardless of the state of citizenship of the Parties or Child at the relevant time period.

Party's initials

Donor: JJ

Intended Parent: _____

Intended Parent: _____

32. CONFLICTING MEDICAL FORMS

The Parties have specifically agreed in this Agreement what will be done with any embryos created from donated eggs. The Parties may be asked to sign a separate medical consent form by the IVF Physician(s) which may conflict with the Parties expressed intent with regard to such embryos.

THEREFORE, IT IS THE PARTIES' OBLIGATION TO CHANGE ANY MEDICAL CONSENT FORM THEY SIGN SO IT WILL NOT CONFLICT WITH THE TERMS OF THE AGREEMENT WITH REGARD TO ALL MATTERS, INCLUDING BUT NOT LIMITED TO THE DISPOSITION OF FRESH AND CRYOPRESERVED EMBRYOS. FURTHER, THE PARTIES SPECIFICALLY AGREE THAT IF A CONFLICT SHOULD ARISE BETWEEN ANY CONSENT FORM SIGNED BY THE PARTIES AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THIS AGREEMENT SHALL PREVAIL.

33. SURVIVAL

Any provisions of this Agreement concerning the establishment or confirmation of the parental rights of the Intended Parent(s), the relinquishment/abandonment of any parental rights of the Egg Donor, confidentiality, anonymity, limitations on liability, future exchange of information pursuant to Section 14c herein, custody and control of the donated egg(s), contact with the Child, any representations or warranties made pursuant to this Agreement by any Party hereto, any risks assumed by any Party hereunder, and any jurisdictional or enforceability provisions, shall survive termination of this Agreement.

34. NOTICE

Any notice permitted, required or desired to be given pursuant to Agreement shall be deemed to have been given two (2) business days after sending by UPS, Federal Express or other comparable overnight express courier service (with proof of receipt available), or on the same business day if personally delivered, addressed to The Fertility Institutes, as follows:

The Fertility Institutes
16030 Ventura Boulevard, Suite 404
Encino, CA 91436
Telephone: (818) 728-4600
Facsimile: (818) 728-4616

35. ACKNOWLEDGMENTS

Party's initials

Donor: JJ

Intended Parent: _____

Intended Parent: _____

All Parties, by signing below, acknowledge that they have carefully read and understand the provisions of the Agreement. All Parties agree to all terms herein and have executed this Agreement freely and without undue influence:

Additionally, all Parties separately declare under penalty of perjury under the laws of the State of California that the foregoing is complete, true and correct.

DATED: 10-18-17

Julie J
EGG DONOR

DATED: _____

INTENDED PARENT

DATED: _____

INTENDED PARENT

DATED: _____

ADDENDUM TO OVA DONATION AGREEMENT

The Intended Parent(s) and the Egg Donor hereby amend the Ova Donation Agreement ("Agreement") as set forth herein. In the event any of the provisions contained in this Addendum conflict with any provisions of the Agreement, this Addendum shall be controlling. This Addendum is intended to and shall supersede all inconsistent provisions of the Agreement.

Party's initials

Donor: JJ

Intended Parent: _____

Intended Parent: _____

1. Recital A of the Agreement is amended to reflect that the Intended Parent(s) are an unmarried couple living together in a committed relationship as life-long partners.

This Agreement may be executed in counterparts, and each of the counterparts or duplicate originals taken together shall constitute one valid and binding Addendum between and among the parties. Any fax or copy of the executed Addendum and/or any counterpart thereof shall have the same effect as if an original.

DATED: _____

Julie Johnson
EGG DONOR

DATED: 10-18-17

INTENDED PARENT

DATED: _____

INTENDED PARENT

DATED: _____

ADDENDUM TO OVA DONATION AGREEMENT

The Intended Parent(s) and the Egg Donor hereby amend the Ova Donation Agreement ("Agreement") as set forth herein. In the event any of the provisions contained in this Addendum conflict with any provisions of the Agreement, this Addendum shall be

Party's initials

Donor: JJ

Intended Parent: _____

Intended Parent: _____

controlling. This Addendum is intended to and shall supersede all inconsistent provisions of the Agreement.

1. The Agreement is amended allow for the total amount payable to Egg Donor under this agreement to be transmitted by The Fertility Institutes to the Egg Donor by separate arrangement between the Fertility Institutes and the Egg Donor.

This Addendum may be executed in counterparts, and each of the counterparts or duplicate originals taken together shall constitute one valid and binding Addendum between and among the parties. Any fax or copy of the executed Addendum and/or any counterpart thereof shall have the same effect as if an original.

DATED: 10-18-17

Julie Johnson
EGG DONOR

DATED: _____

INTENDED PARENT

DATED: _____

INTENDED PARENT

Party's initials

Donor: JJ

Intended Parent: _____

Intended Parent: _____

ATTACHMENT "A"

EGG DONOR COMPENSATION AGREEMENT

As compensation to the Egg Donor for her pain, discomfort, inconvenience, and medical risks assumed in connection with the egg retrieval and donation contemplated by this Agreement, the Intended Parent(s) agree to compensate the Egg Donor for each completed egg retrieval procedure. Payment is to be made regardless of whether or not the egg(s) result in fertilized embryo(s), and regardless of the quantity or quality of the egg(s). If the cycle is cancelled due to the negligent or intentional act(s) of the Egg Donor, or at the request of the Egg Donor, the Egg Donor shall remain liable for all remedies available to the Intended Parent(s) resulting from any breach of this Agreement. Said compensation as described in this Paragraph is in full consideration of any lost wages, child care, transportation costs, and/or other non-medical expenses incurred as a result of the conduct contemplated by this Agreement, and shall be paid within seven (7) days upon the completion of the egg retrieval. All payments as described in this Paragraph shall be deposited by the Intended Parent(s) with The Fertility Institutes and then shall be paid to the Egg Donor through The Fertility Institutes. The Egg Donor shall not receive any payment until The Fertility Institutes has received a signed W-9 form from the Egg Donor. The fee constituting compensation as described herein shall be:

and shall constitute the full payment available to the Egg Donor. Costs of prescribed post operative analgesics, if any shall remain the responsibility of the Egg Donor.

Julie Johnson
EGG DONOR

10-18-17
DATE

Party's initials
Donor: J
Intended Parent: _____
Intended Parent: _____

PHYSICIAN-PATIENT ARBITRATION AGREEMENT

Article 1: Agreement to Arbitrate: It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional rights to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Article 2: All Claims Must be Arbitrated: It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to treatment or service provided by the physician including any spouse or heirs of the patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expected child or children.

All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the physician, and the physician's partners, associates, association, corporation or partnership, and the employees, agents and estates of any of them, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress or punitive damages. Filing of any action in any court by the physician to collect any fee from the patient shall not waive the right to compel arbitration of any malpractice claim. However, following the assertion of any claim against the physician, any fee dispute, whether or not the subject of any existing court action, shall also be resolved by arbitration.

Article 3: Procedures and Applicable Law: A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days of a demand for a neutral arbitrator by either party. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party for such party's own benefit. The parties agree that the arbitrators have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law.

Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator.

The parties consent to the intervention and joinder in this arbitration of any person or entity which would otherwise be a proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration.

The parties agree that provisions of California law applicable to health care providers shall apply to disputes within this arbitration agreement, including, but not limited

to, Code of Civil Procedure Sections 340.5 and 667.7 and Civil Code Sections 3333.1 and 3333.2. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedure section 1283.05; however, depositions may be taken without prior approval of the neutral arbitrator.

Article 4: General Provisions: All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable California statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitrators shall be governed by the California Code of Civil Procedure provisions relating to arbitration.

Article 5: Revocation: This agreement may be revoked by written notice delivered to the physician within 30 days of signature. It is the intent of this agreement to apply to all medical services rendered any time for any condition.

Article 6: Retroactive Effect: If patient intends this agreement to cover services rendered before the date it is signed (including, but not limited to, emergency treatment) patient should initial below:

Effective as of the date of first medical services

Patient's or Patient Representative's Initials

If any provision of this arbitration agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

I understand that I have the right to receive a copy of this arbitration agreement. By my signature below, I acknowledge that I have received a copy.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

By: _____
Physician's or Authorized Representative's Signature (Date)

By: Julie Johnson 6/20/17
Patient's or Patient Representative's Signature (Date)

Print or Stamp Name of Physician, Medical Group, or
Association Name

By: Julie Johnson
Print Patient's Name

(If Representative, Print Name and Relationship to Patient)

PHYSICIAN-PATIENT FINANCIAL ARBITRATION AGREEMENT

Article 1: Agreement to Arbitrate: It is understood that any financial dispute, that is as to whether any financial transactions including charges, billings and payments undertaken related to the obligations for medical, administrative or ancillary services contracted for, whether or not immediately rendered, under any financial agreement for such services were unauthorized or were improperly, negligently, or incompetently imposed or rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional rights to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Article 2: All Claims Must be Arbitrated: It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to in any way any payment for medical, laboratory, ancillary or administrative services provided by the physicians including any spouse or heirs of the patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expected child or children. All claims for monetary damages against the physicians, and the physician's partners, associates, association, corporation or partnership, and the employees, agents and estates of any of them, must be arbitrated including, without limitation, claims for emotional distress or punitive damages. Filing of any action in any court by the physician to collect any fee from the patient shall not waive the right to compel arbitration of any malpractice claim. However, following the assertion of any claim against the physician, any fee dispute, whether or not the subject of any existing court action, shall also be resolved by arbitration.

Article 3: Procedures and Applicable Law: A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days of a demand for a neutral arbitrator by either party. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party for such party's own benefit. The parties agree that the arbitrators have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law.

Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator.

The parties consent to the intervention and joinder in this arbitration of any person or entity which would otherwise be a proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration.

The parties agree that provisions of California law applicable to health care providers shall apply to disputes within this arbitration agreement, including, but not limited

to, Code of Civil Procedure Sections 340.5 and 667.7 and Civil Code Sections 3333.1 and 3333.2. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedure section 1283.05; however, depositions may be taken without prior approval of the neutral arbitrator.

Article 4: General Provisions: All claims based upon the same financial incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable California statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitrators shall be governed by the California Code of Civil Procedure provisions relating to arbitration.

Article 5: Revocation: This agreement may be revoked by written notice delivered to the physician within 30 days of signature. Such revocation shall apply only to financial transactions occurring subsequent to revocation of this agreement and not to any antecedent financial transactions. It is the intent of this agreement to apply to all financial transactions related to any medical, laboratory, or ancillary services rendered any time for any condition.

Article 6: Retroactive Effect: If patient intends this agreement to cover services rendered before the date it is signed (including, but not limited to, emergency treatment) patient should initial below:

Effective as of the date of first medical services

Patient's or Patient Representative's Initials

If any provision of this arbitration agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

I understand that I have the right to receive a copy of this arbitration agreement. By my signature below, I acknowledge that I have received a copy.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF FINANCIAL DISCORD OR DISPUTE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

By: _____
Physician's or Authorized Representative's Signature (Date)

By: Julie Johnson 6/20/17
Patient's or Patient Representative's Signature (Date)

By: Julie Johnson
Print Patient's Name

Print or Stamp Name of Physician, Medical Group, or Association Name

(If Representative, Print Name and Relationship to Patient)

PATIENT AGREEMENT AND ASSIGNMENT OF
INSURANCE BENEFITS

Re: (Patient) Julie Johnson

Release of Information:

The undersigned, whether she/he signs as agent or patient, hereby authorizes Jeffrey M. Steinberg, M.D. to release or disclose any information acquired in the course of examination or treatment of the patient including her/his medical records to any person or entity which is or may be liable for all the portion of Jeffrey M. Steinberg, M.D.'s charges including but not limited to insurance companies, health care service plans, or worker's compensation carriers. A photocopy of this form shall be deemed as valid as the original.

Signature: Julie Johnson
(Patient/Parent/Guardian)

Financial Agreement:

The undersigned agrees, whether she/he signs as agent or as patient, she/he hereby individually obligates herself/himself to pay to the account of Jeffrey M. Steinberg, M.D. all amounts for professional services not covered or paid by insurance or other third party reimbursement for the same. The undersigned further agrees to immediately, upon receipt of the same, endorse or cause to be endorsed and delivered to Jeffrey M. Steinberg, M.D. all payments made by an insurance company or any other third party for the benefit of the patient of the undersigned as reimbursement for professional services charged by Jeffrey M. Steinberg, M.D.

Assignment of Insurance Benefits:

The undersigned authorizes, whether she/he as agent or as patient direct payment to Jeffrey M. Steinberg, M.D. of any insurance benefits otherwise payable to the undersigned for professional service charges of Jeffrey M. Steinberg, M.D. It is agreed that payment to Jeffrey M. Steinberg, M.D. pursuant to this authorization, by an insurance company shall discharge said insurance of any and all obligation under a policy to the extent of such payment. It is understood by the undersigned that she/he is financially responsible for any and all charges not covered by this assignment.

Attorney's Fees:

Should this account be referred to an attorney for collection or a litigation brought to enforce its provisions, the undersigned shall pay all reasonable attorney's fees and collection expenses in addition to all other relief. All delinquent accounts (>60 days from date of service) shall bear interest at the legal rate.

*The undersigned certifies that she/he has read the foregoing, receiving a copy thereof, and is the patient, or duly authorized by the patient as patient's general agent to execute the above and accept its terms.

Signature: Julie Johnson
(Patient/Parent/Guardian)

Date: 6/20/17



THE FERTILITY INSTITUTES, A MEDICAL GROUP

Thank you for choosing The Fertility Institutes, a Medical Group, as your health care provider. We will use our best efforts to provide you with quality care and treatment. Please understand that payment of your bill is a requirement for treatment. The following is a statement of our Financial Policy. You must read and sign this policy prior to any treatment.

In addition, all patients must complete our information forms before seeing the doctor.

Please be advised:

- WE REQUIRE FULL PAYMENT AT TIME OF SERVICE
- WE ACCEPT CASH, CHECKS, VISA, MASTERCARD, DISCOVER & AMERICAN EXPRESS
- WE OFFER AN EXTENDED PAYMENT PLAN WITH PRIOR CREDIT APPROVAL

Regarding Insurance

Your insurance policy is a contract between you and your insurance company. We are not a party to that contract. You are responsible for payment of any and all amounts not paid by your insurance company. Please be aware that your insurance company may not cover our services or may only cover certain of our services, either because they are "non-covered" services or because they are not considered reasonable and necessary under your insurance plan. Moreover, as stated below, you are responsible for any outstanding balances that are not paid by your insurance company, whether because they did not cover a service or did not pay the full amount of the service or any other reason.

We do not accept assignment of insurance benefits for your initial visit and depending upon your specific situation we may be unable to accept assignment for any subsequent visits. We require payment in full for the initial visit at the time of service. We will provide you with an invoice and you may submit that invoice for insurance reimbursement. We may accept assignment of insurance benefits after your second visit, if you can provide us with a letter from your insurance company: (i) indicating that you are fully covered for the planned treatment, and (ii) specifying a dollar amount that the insurance company will pay that is sufficient to cover your total estimated bill. Unless we receive such a letter, we require that the entire estimated bill be paid in full at the time of service. If we accept assignment of benefits, we require that you be pre-approved on our extended payment plan or provide a credit card and an authorization to bill your card for any unpaid amounts. At the present time we are not network or participating providers for any insurance plans. Many insurers require a detailed written treatment plan to evaluate possible eligibility for benefits. The provision of such treatment plans is a lengthy process that requires extended physician involvement and will incur charges. The charges for such reports are not included in the fees for any other medical services, will be billed separately and must be paid in advance of the generation of any report. No assurance of eligibility for benefits can be provided even after a treatment plan is submitted.

Usual and Customary Rates

Our practice is committed to providing quality treatment for our patients and we charge what is usual and customary for our specialty and geographic area. You are responsible for payment of our rates, regardless of any insurance company's determination of usual and customary rates.

Missed Appointments

Appointments must be cancelled or rescheduled at least 48 hours in advance. Unless an appointment is cancelled at least 48 hours in advance, we charge for missed appointments at the rate of a normal office

visit. Please help us serve you better by keeping scheduled appointments.

Thank you for your review. Please let us know if you have questions or concerns.

By signing below, I certify that I have read this Policy Statement of and all of my questions have been answered and I agree to the terms and conditions set forth in this Policy Statement.

By signing below I also certify that all financial information provided by me or on my behalf is true and correct.

Julie Johnson Julie Johnson 6/20/17
Name of Patient Signature Date

If someone other than the patient is signing, indicate name and authority to sign

Name of spouse Signature of spouse Date