



**Agreement Between Peas In A Pod, Inc.
and the Egg Donor and Egg Donor's Husband, (if any)**

This Agreement is entered into by and between Peas In A Pod, Inc., and _____, Egg Donor and _____, Egg Donor's Husband (if any). Peas In A Pod, Inc., the Donor and Donor's Husband, shall be hereinafter collectively referred to as "the Parties"). In consideration of the mutual promises contained herein and with the intention of being bound hereby, the parties hereby agree as follows:

1. PURPOSE AND INTENT OF AGREEMENT:

The sole purpose and intent of this Agreement is provide the means for a couple (Intended Mother and Intended Father, hereinafter collectively referred to as "Intended Parents") or a single male or a single female to become the parents of a child(ren) conceived using Intended Father's sperm or donated sperm and eggs donated by the Donor. The eggs retrieved from the Donor will be donated to the Intended Parents and will be fertilized with Intended Father's sperm or donated sperm and then transferred to the Intended Mother (or a gestational carrier) who will carry and give birth to the child(ren). While the law regarding egg donations is unsettled in the State of California at this time, it is the express intention of the Parties that the Intended Parents will be the sole and legal parents of any child(ren) conceived pursuant to the egg donation and shall assume all parental, custodial, inheritance and testamentary rights and responsibilities from any child(ren) born pursuant to this Agreement and a subsequent Ova Donation Agreement. The Parties specifically understand, agree and acknowledge that the Donor and Donor's Husband, if any, do not intend to, nor shall they have any rights to claim and/or to establish any parental, custodial, inheritance or testamentary rights to any child(ren) born pursuant to this Agreement. The Intended Parents further hereby release the Donor and Donor's Husband, if any, from any such rights and/or obligations that they may be deemed to have had.

2. DONOR'S WARRANTIES:

Donor and Donor's Husband, if any, hereby warrant that any and all information, representations and/or disclosures that they may have made to Peas In A Pod, Inc. pursuant to their performance under this Agreement, are complete, true and correct to the best of their knowledge, and that there has not been any intention or omission of any material information. Donor and Donor's Husband, if any, hereby acknowledge that Peas In A Pod, Inc. is relying upon the information and representations that Donor and Donor's Husband, if any, have made to them in presenting Donor to prospective Intended Parents or any other professionals associated with the egg donation process. Donor and Donor's Husband, if any, hereby authorize Peas In A Pod, Inc.. to disclose all non-identifying information to any persons as it determines is appropriate to complete the intentions of this Agreement. If there are any changes in that information, Donor

and Donor's Husband, if any, agree to immediately inform Peas In A Pod, Inc. (i.e., a change of address)

Donor further represents that, to the best of her knowledge, she is capable of producing healthy and viable eggs.

3. **OBLIGATIONS AND RESPONSIBILITIES OF PEAS IN A POD, INC.:**

Peas In A Pod, Inc. is hereby authorized by Donor to provide to prospective Intended Parents, Donor's profile which will include a biographical profile, psychological profile, a medical profile/history, pictures of the Donor and pictures of the Donor's children, if any.

Peas In A Pod, Inc. shall arrange for psychological screening of the Donor with a licensed mental health care professional and is hereby authorized by Donor to inform Intended Parents if Donor's psychological screening has been approved by said mental health care professional.

Peas In A Pod, Inc. shall arrange for Donor's medical screening appointment, which shall include a physical examination and laboratory testing as deemed necessary by the IVF physician at an IVF medical facility designated by the Intended Parents.

Peas In A Pod, Inc. shall make arrangements for an oocyte donor insurance policy which is intended to cover any costs of medical treatment or hospitalization of Donor in the event of any major complications from the retrieval procedure.

Peas In A Pod, Inc. shall refer both the Intended Parents and the Donor to an attorney for preparation of an Ova Donation Agreement between the Intended Parents and Donor and Donor's Husband, if any. Said Agreement shall be consistent with the terms and conditions of this Agreement.

The costs and expenses of the obligations referred to hereinabove shall be the responsibility of the Intended Parents with Donor having no responsibility. Said responsibility shall be specified by and between an Agreement between Peas In A Pod, Inc. and the Intended Parents.

4. **OBLIGATIONS AND RESPONSIBILITIES OF DONOR AND HUSBAND, IF ANY:**

Donor and Donor's Husband, if any, hereby consent and authorize the selection of Donor as an Egg Donor for prospective Intended Parents. Therefore, Donor and Donor's Husband, if any, hereby agree to the release of information concerning the Donor that Peas In A Pod, Inc. deems necessary and appropriate to provide to prospective Intended Parents. However, the surname (last name) or other identifying information about the Donor and/or Donor's Husband, if any, shall not be released without express written permission from the Donor and/or Donor's Husband, if any.

Donor hereby agrees to undergo a psychological screening by a licensed mental health care professional to assess her suitability to serve as a Donor pursuant to this Agreement. Donor and Donor's Husband, if any, expressly authorized the release of any and all psychological

evaluation or screening information to Peas In A Pod, Inc., to the designated IVF medical facility and to the Intended Parents and expressly waive the privilege of confidentiality as limited herein.

Donor and Donor's Husband, if any, shall make all reasonable efforts to notify Peas In A Pod, Inc. of her current address and, in the event a child is conceived as a result of this Agreement, Donor shall notify Peas In A Pod, Inc. of her address for a period of five (5) years from the effective date of this Agreement.

Donor and Donor's Husband, if any, agree to adhere to all instructions given to the Donor by Peas In A Pod, Inc. and further agree to follow all medical instructions given by the IVF physician which may include, but not necessarily be limited to not drinking alcoholic beverages, not using illegal drugs, not using non-prescription medication or any prescribed medication without consent from the IVF physician performing the retrieval procedure contemplated by this Agreement.

Donor and Donor's Husband, if any, hereby agree that once the eggs are removed from the Donor, they shall have no rights to said eggs and further acknowledge that any and all embryos resulting from the use of Donor's eggs and any children resulting there from shall belong to the Intended Parents.

Donor and Donor's Husband, if any, specifically agree that any child(ren) born pursuant to this Agreement are morally, legally and contractually those of the Intended Parents and they will not seek nor attempt to seek to form a parent/child relationship with any child(ren) born to the Intended Parents as a result of this Agreement and the subsequent Ova Donation Agreement. Furthermore, Donor and Donor's Husband, if any, will not seek to view or contact any children conceived pursuant to this Agreement without the express written consent of Intended Parents.

5. ASSUMPTION OF RISK:

Donor and Donor's Husband, if any, have been advised that there may be psychological risks associated with the egg donation procedure. Donor and Donor's Husband, if any, hereby agree to assume any risks of psychological harm that may result as a result of this egg donation. Donor and Donor's Husband, if any, therefore hereby agree to hold Peas In A Pod, Inc., its associates and agents and any and all medical and legal professionals associated with this Agreement harmless from any and all liability for any and all psychological harm which may be associated with the Donor arrangement. This is not intended to release any of the professionals utilized in the egg donation process from negligence or professional malpractice.

Furthermore, Donor and Donor's Husband, if any, have been advised by the IVF physician and/or their own physician regarding all medical aspects of the egg donation procedure and any risks associated therewith. Donor and Donor's Husband therefore agree to assume these risks and agree to hold Peas In A Pod, Inc., its associates and agents harmless from any and all liability from medical harm incurred as a result of the egg donation procedure.

6. **GENERAL PROVISIONS:**

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF THE INTERPRETATION, ENFORCEMENT OR BREACH OF THIS AGREEMENT, IN LAW OR EQUITY, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION AND THE RULES THEREOF AND NOT BY COURT ACTION, EXCEPT AS PROVIDED HEREIN. ARBITRATION SHALL BE HELD IN LOS ANGELES COUNTY, CALIFORNIA, ABSENT A CONTRARY AGREEMENT BY THE PARTIES HERETO. ANY AWARD MAY INCLUDE MANDATORY, PROHIBITORY AND PREVENTIVE INJUNCTIONS, AND DECLARATION OF INTEREST, RIGHTS AND DUTIES. THE SUBMISSION OF A DISPUTE TO THE ARBITRATORS AND THE RENDERING OF A DECISION SHALL BE A CONDITION PRECEDENT TO ANY RIGHT OF LEGAL ACTION ON THE DISPUTE. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY AWARD SHALL STATE THE FACTS, LAW, AND LEGAL REASONING FOR SUCH AWARD, APPLYING ALL CALIFORNIA SUBSTANTIVE AND PROCEDURAL LAW. FILING A JUDICIAL ACTION FOR INJUNCTION OR OTHER PROVISIONAL REMEDY SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO ARBITRATION UNDER THIS PROVISION. FOR ANY PARTY TO DEMAND ARBITRATION, THEY MUST FIRST MAKE A WRITTEN DEMAND ON THE OTHER PARTY, WITH AT LEAST TEN DAYS LAPSING BEFORE THEN FOLLOWING THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION FOR AN ARBITRATION.

At any time prior to commencement of cycle medications, either party hereto upon written notification from the other party may terminate this Agreement without any further obligations by any party.

Both parties hereby acknowledge and agree that the services to be provided by Peas In A Pod, Inc. are of a very personal and sensitive nature to all parties concerned. Therefore, both Peas In A Pod, Inc., and Donor and Donor's Husband, if any, agree to protect each other from being placed into the public view without the other's specific consent, except as otherwise provided herein which allows Peas In A Pod, Inc. to provide the Donor's profile to prospective Intended Parents. This provision is not intended to limit the parties from discussing the egg donation with their respective legal counsel, designated mental health professional or medical professionals associated with the egg donation procedure.

7. **LEGAL ADVICE / ATTORNEYS FEES:**

Each party has had the opportunity to receive independent legal advice with respect to the advisability of entering into this Agreement. Each party shall pay their own attorney fees to advise them regarding this Agreement. In any action, proceeding or arbitration between the parties hereto arising out of this Agreement, the prevailing party shall be entitled to receive reasonable attorney's fee and costs. In the event that the Donor elects not to seek the advice of legal counsel regarding the advisability of entering into this Agreement, the Donor specifically represents that she understands and is fully informed of the legal meaning and intent of the

Agreement as drafted.

8. AMENDMENTS/ADDITIONAL TERMS:

Any amendments, additions or changes to this Agreement must be made in writing, and must be signed by each of the parties.

9. WAIVER OF POTENTIAL CONFLICT OF INTEREST:

Donor and Donor's Husband, if any, acknowledge that they are aware that Peas In A Pod, Inc. provides services to both Donors and to the Intended Parents, but that Peas In A Pod, Inc. is not an agent for either the Donor or the Intended Parents. No agency, partnership, employment or joint venture is created or intended to be created by and between the parties to this Agreement. As a result of their relationship with both Donor and Intended Parents, Peas In A Pod, Inc. may need to make certain decisions during the process to protect that process and not necessarily either the Intended Parents or the Donor. Donor and Donor's Husband, if any, hereby waive any potential conflict of interest that may arise and desire to proceed with this Agreement.

10. BINDING AGREEMENT AND GOVERNING LAW:

This Agreement is binding on each parties' respective executors, heirs, and successors and may not be assigned by law. This Agreement has been negotiated and executed in the State of California and the parties therefore hereby agree that this Agreement be governed by, construed and enforced in accordance with the laws of the State of California.

PEAS IN A POD, INC.

DATED: _____

By: _____
PPI Administrator

DATED: _____

By: _____
EGG DONOR

DATED: _____

By: _____
EGG DONOR'S HUSBAND