



## The Maternity Resource for Intended Parents

### Direct Negotiation Program for Maternity Medical Services

Marketed Exclusively By: ART Risk Financial and Insurance Solutions™

This Agreement for the Direct and/or Network Negotiation Program for Maternity Medical Services (hereinafter "Agreement") is made, and entered into, by and between ART Risk Financial and Insurance Solutions dba The Maternity Resource 'TMR' for Intended Parents, and;

Intended Parent: \_\_\_\_\_, (CLIENT),

Of \_\_\_\_\_  
Address

\_\_\_\_\_

Address

Intended Parent: \_\_\_\_\_ (CLIENT),

Of \_\_\_\_\_  
Address

\_\_\_\_\_

Address

WHEREAS, The Maternity Resource hereinafter (TMR), is engaged in the business of marketing and coordinating a non-insured Direct and /or Network Negotiation Program for Maternity Medical Services hereinafter (SERVICES) to CLIENT;

WHEREAS, CLIENT desires to enjoy the benefit of SERVICES as outlined in Addendum A, attached hereto and made a part of this Agreement;

WHEREAS, CLIENT desires that the designated Financial Case Management Administrator, as determined by TMR, use the information as outlined in Addenda C, D, E & F attached hereto and made a part of this Agreement, to coordinate Provider coordination and negotiation of understood services.

WHEREAS, TMR desires to make its SERVICES available to CLIENT;

NOW THEREFORE, in consideration of the mutual covenants, conditions, obligations, and promises of the respective parties hereto, the receipt and sufficiency of which is hereby acknowledged, CLIENT and TMR agree as follows:

#### 1. TERRITORY

For the purposes of this Agreement, SERVICES shall include and be limited to negotiations with medical providers in the United States of America. This program is not available in all states. Void where prohibited by law.

#### 2. DEFINITIONS

**Administrative Fees** shall refer to the fees paid directly to TMR for SERVICES provided according to Addendum B, attached hereto and made a part of this Agreement.

**Child or Children** shall refer to a child or children born to a Surrogate who has contractually agreed to give birth to a child or children who will legally belong to the Intended Parent (s).

**Initial Deposit** shall mean the primary established fees to be utilized for payment of negotiated maternity medical expenses, if any. Initial deposit is due within 3 business days of the surrogate's 6 - week ultrasound as outlined in

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Addendum A and to be paid by CLIENT to an escrow account maintained by the Surrogacy Agency or CLIENT domestic attorney stated herein.

**Intended Parents** shall refer to one or two persons: 'CLIENT – Intended Parents' who have entered into a contract with a person 'Surrogate' who has agreed to give birth to a child or children for the Intended Parent (s).

**Medical Providers** shall refer to: Any Physician, Hospital or Medical Facility, selected solely by the CLIENT to provide medical care, either inpatient or outpatient, for the Surrogate's maternity and childbirth during the term of this Agreement.

**Surrogate** shall refer to the person who has contractually agreed to give birth to a child or children for the Intended Parents.

**Enrollment Fee** shall refer to the agreed amount paid by CLIENT to TMR for services.

**Escrow Administrative Account** shall refer to an account maintained and administered by either CLIENTS' Surrogacy Agency or licensed attorney based in United States of America hereinafter "domestic attorney", as stated herein,

### 3. TERMS & CONDITIONS

This Agreement shall become effective on the date the enrollment fee and signed Agreement is received by TMR and shall continue in full force and effect for up to a maximum period of eighteen (18) months, so long as all medical expenses are incurred within the United States of America.

- A. Medical Negotiation Service.** CLIENT understands and acknowledges that this program is NOT insurance. SERVICES provided under this Agreement are a medical negotiation service. Neither TMR, nor any of its affiliates or vendors, represents themselves as medical providers.
- B. Enrollment.** CLIENT shall enroll in this program within three (3) days of confirmed pregnancy via 6 week ultrasound.
- C. Administrative Account.** CLIENT agrees to deposit an initial amount into the designated escrow administrative account, based on the number of fetuses confirmed by ultrasound to be viable at the 6<sup>th</sup> week of the surrogate's pregnancy. Monies deposited into the administrative account will be used to pay medical providers relating to the surrogate's maternity and childbirth medical expenses, after charges for medical services have been negotiated by a Financial Case Management Administrator, per Addendum A, attached hereto.
- D. Additional Deposits to Administrative Account.** At such time that payments to medical providers for the surrogate's maternity medical expenses exceed the initial deposit into the designated escrow administrative account, CLIENT must make further deposits as determined by TMR. TMR reserves the right to terminate any CLIENT for failure to deposit funds for payment to medical providers within fourteen (14) days after notification of a deficiency.
- E. Expense Reports.** TMR shall provide an updated expense report for CLIENT. CLIENT has the right to know, at all times, upon reasonable request how all funds are dispersed.
- F. Payment to Providers.** TMR coordinates direct negotiation services for CLIENT for medical services relating to maternity and childbirth to a contracted Surrogate of Intended Parent (s). Payments to medical providers will be made by the CLIENT's' Surrogacy Agency or domestic attorney on behalf of CLIENT. Payments will be made from the CLIENT's maintained escrow administrative account.
- G. Indemnification.** At no time shall TMR, or any of its affiliates or vendors, be obligated to indemnify a CLIENT, or be liable for damages or in any way for any refusal of a provider to accept negotiated fees for goods provided or services rendered. Neither TMR, nor any of its affiliates or vendors, are an insurer, guarantor, or underwriter of the responsibility or liability for CLIENT or CLIENT's dependent's medical care or any other goods or services provided to CLIENT or CLIENT's dependents.
- H. Patient-Medical Provider Relationship.** Neither TMR nor any of its affiliates or vendors, practice medicine or in any manner interfere with or participate in the Medical provider-patient relationship. All healthcare decisions are made by the medical provider and CLIENT. Neither TMR, nor any of its affiliates or vendors are responsible for healthcare provided or the omission of the provision of healthcare by any provider. The

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selection of a provider is the obligation and decision of the CLIENT alone, and is not based upon the credentialing or any recommendation by TMR or any of its affiliates or vendors.

- I. **Medical Records.** TMR or their affiliates or vendors will be legally permitted by Client and or their Surrogate to request medical records as a result of the current surrogacy pregnancy.
- J. **Subsequent Surrogacy Pregnancies:** Subsequent surrogacy pregnancies shall not receive SERVICES under this agreement.

#### 4. TERMINATION

- A. **Default.** CLIENT shall be in default hereunder through failure to comply with any of the obligations or requirements expressed in the Terms and Conditions of this Agreement.
- B. **Notice of Termination.** Either party may at its discretion, upon thirty (30) days prior written notice, terminate this Agreement. Monies paid to TMR for enrollment services are non-refundable. Monies deposited into CLIENT'S Escrow Administrative Account for payment of negotiated medical expenses to medical providers will be refunded, less any payments negotiated and contracted for, and payments already made to providers for and on behalf of CLIENT or CLIENT'S dependents.
- C. **Termination for Cause.** This Agreement may be terminated by TMR for cause, to take effect immediately upon written notice to the CLIENT. For the purpose of this Agreement, "cause" shall include, but not be limited to:
  - (1) Non-payment by CLIENT, based on agreed payment terms, to either TMR for enrollment fee and/or CLIENT Surrogacy Agency or domestic attorney for required contribution to Escrow Administrative Account.
  - (2) Not withstanding the forgoing, immediately by law, if any state, local or federal law or regulation is enacted or promulgated that prohibits the performance of any of the duties hereunder, or if any law is interpreted to prohibit such performance.
  - (3) Any material breach of this Agreement.
- D. **Cure.** Subject to 3.C (3) above, in the event of any material breach of any term of this Agreement by either party hereto which remains uncured after fourteen (14) days written notice by the non-breaching party to the breaching party, or if such breach is not be cured within said fourteen (14) day period, then the non-breaching party shall have the right to terminate this Agreement by delivery of written notice to the other party in the manner provided by this Agreement.
- E. **Non-Payment of Fees.** If CLIENT fails to make the agreed required initial deposit contribution to the designated Escrow Administrative Account within three (3) days after the 6-week ultrasound of the surrogate, as outlined in Addendum A, TMR may suspend services to CLIENT. If TMR requires additional deposit contributions to the designated Escrow Administrative Account to pay medical providers, deposits must be made by CLIENT within fourteen (14) days from date of TMR written notice, or this Agreement may be terminated.

#### 5. MISCELLANEOUS PROVISIONS.

- A. **Amendments.** This Agreement may be amended from time to time by the parties hereto, provided, however, any such amendment shall be evidenced by a written instrument executed by CLIENT and TMR which is then attached to and made a part of this Agreement. This Agreement cannot be amended except in writing and signed by an authorized representative of both TMR and CLIENT.
- B. **Arbitration.** Any controversy, dispute or claim arising out of or in connection with this Agreement, or any other reason, shall be resolved, upon the request of either party hereto ("Request"), by final and binding arbitration ("Arbitration") conducted in Los Angeles County, California, in accordance with the provisions hereof. Except as otherwise provided herein, the Arbitration shall be commenced and conducted in accordance with the Rules of Practice and Procedures of the Judicial Arbitration and Mediation SERVICES, Inc. ("JAMS") as in effect at the time ("JAMS Rules"). The exact time and location of the Arbitration proceeding will be determined by the arbitrator.

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The parties shall each select one arbitrator from the Los Angeles JAMS panel of arbitrators, and the two selected arbitrators shall select a third. The exact time and location of the Arbitration proceeding will be determined by the arbitrators. All testimony in the Arbitration proceeding shall be given under oath.

- (1) Commencement of any Arbitration pursuant hereto shall be subject to the same statutes of limitations as would apply if the matter were to be filed in a court of law or equity.
- (2) The arbitrators shall have the power to grant all legal and equitable remedies provided by California or federal law, provided however, that the arbitrators (a) shall not have the power to award punitive or exemplary damages and (b) shall be bound by applicable statutory and case law in rendering a decision. The majority decision of the arbitrators shall be in writing and shall include written findings of fact and conclusions of law. The decision of the arbitrators shall be final and un-reviewable for any error of any kind, except (i) if the Arbitration was not conducted in accordance with the provisions hereof or the JAMS Rules (except to the extent the JAMS Rules are not provided for herein), or (ii) for those reasons set forth in California Code of Civil Procedure provided, however, that the arbitrators' decision shall not be subject to review because of any claimed error in interpreting, following or applying applicable law in deciding the matter subject to the Arbitration.
- (3) Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof and the award may be judicially enforced.

- C. Article Headings.** The Article headings included in this Agreement are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.
- D. Limitation of Liability.** Under no circumstances shall TMR, nor its affiliates, be liable for any indirect, incidental, special or consequential damages that result from the use of, or the inability to use, this program.
- E. Force Majeure.** Neither party shall be responsible for delays or failures of performance resulting from acts beyond the control of such party. Such acts include, but are not limited to, acts of god, strikes, lockouts, riots, acts of war, epidemics, government regulations imposed after the effective date hereof, fire, communication line failures, power failures, earthquakes or other disasters.
- G. Governing Law.** The law applicable to this Agreement and its interpretation shall be that of the State of California and any litigation arising out of or concerning this Agreement shall be commenced and maintained in Los Angeles County, and the parties hereby submit to the personal jurisdiction of California in connection therewith.
- H. Indemnification.** CLIENT agrees to defend including the payment of reasonable attorneys' fees necessary for the defense of any claim made against TMR, or any entity as to whom TMR has become liable relating to these services covered under this agreement, indemnify, and hold TMR and its affiliates, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, CLIENT's violation of these Terms and Conditions.
- I. Limit of Authority.** Nothing in this Agreement shall be construed to vest CLIENT with any authority to enter into any agreement of any nature whatsoever on behalf of TMR. TMR shall not be responsible for any debts or liabilities to any third party incurred by CLIENT or their Surrogate.
- J. Nonwaiver.** No waiver of or failure to enforce any provision of this Agreement shall be deemed a waiver of any right to enforce any subsequent breach of any provision previously waived or any other provision of this Agreement, and no waiver of any term or right of either party hereto shall be deemed to have occurred unless said waiver is duly executed in writing.
- K. Notices.** Any notices to be given hereunder by one party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, or by courier. Mail notices shall be addressed to the parties at the addresses appearing in the signature section of this Agreement, but each party may change its address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated upon actual receipt; mailed notices shall be deemed communicated as of three (3) days after mailing.

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- L. Prevailing Party Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, court costs, and necessary disbursements in addition to any other relief to which such party may be entitled under law.
- M. Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- N. Survival of Terms.** In the event of the termination of this Agreement by either party, all provisions within this Agreement, and attachments hereto, relating to confidentiality and the exclusive rights of property of TMR shall remain in effect for the duration set forth in those sections.

**6. ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding of the parties' subject matter hereof and shall supersede any and all prior agreements, whether oral or written, between the parties regarding the subject matter hereof. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement, or any representation inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that it has relied on its own judgment in entering into the same.

**IN WITNESS WHEREOF**, the undersigned parties hereto have duly executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ART RISK FINANCIAL AND INSURANCE SOLUTIONS  
dba The Maternity Resource**

**CLIENT(S):**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

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**Addendum “A”  
The Maternity Resource  
in conjunction with  
CLIENT’s Surrogacy Agency or Domestic Attorney  
Enrollment Fee & Administration of Escrow Administrative Account**

Service Description	Enrollment Fee	Initial Deposit
Direct Negotiations with Medical Providers Single/One (1) Pregnancy	\$3,000.00	\$15,000.00
Direct Negotiations with Medical Providers Twin/Two (2) Pregnancy	\$3,000.00	\$30,000.00
Direct Negotiations with Medical Providers Triplet/Three (3) Pregnancy	\$3,000.00	\$50,000.00
Direct Negotiations with Medical Providers Quadruplet/Four (4) Pregnancy	\$3,000.00	\$75,000.00

1. The Enrollment Fee is payable upon execution of this Agreement and is non-refundable, however, if a total loss of pregnancy occurs prior to release by the IVF facility and no maternity medical expense claims have occurred then enrollment fee paid less a \$750 administrative fee will be refunded to the CLIENT.
2. Initial Escrow Administrative Deposit is due within 3 days of Surrogate’s 6-week ultrasound. Initial deposit shall be based on the number of viable fetuses confirmed by ultrasound.
3. The initial deposit required is an estimate of the minimal cost projected by TMR and /or their authorized Vendor and in no way represents the funds as being a guarantee of any kind as to the actual final medical costs required to pay providers for services rendered. CLIENT acknowledges that every case is different based on actual complications which may occur. CLIENT specifically acknowledges and confirms understanding that TMR only coordinates the negotiated fees with providers and is not an insurer or guarantor of any payments of behalf of CLIENT.

4. Surrogate’s Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

5. CLIENT information:

Address	City	State/Province	Country	Postal Code
Home Phone (with international prefix)	Cell Phone (with international prefix)		Email	
Additional Phone Numbers		Additional Email Addresses		

If the CLIENT has a residence in the United States of America:

Address	City	State	Zip	Telephone
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**Addendum "A" (continued, page 2 of 2)**  
**The Maternity Resource**  
**in conjunction with**  
**CLIENT's Surrogacy Agency or Domestic Attorney**  
**Enrollment Fee & Administration of Escrow Administrative Account**

6. CLIENT Surrogacy Agency:

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address	City	State/Province	Country	Postal Code
Email		Name of Contact Person / Coordinator at Agency		

7. CLIENT Domestic Attorney:

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address	City	State/Province	Country	Postal Code
Email		Name of Representing Attorney at Law Firm		

8. Client Escrow Administrative Account required for payment of negotiated Maternity medical expenses to be maintained and administered by :

Client, TRG Management Solutions

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address	City	State/Province	Country	Postal Code
Email		Name of Contact Person		

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Addendum on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

**ART RISK FINANCIAL AND INSURANCE SOLUTIONS:**

**CLIENT(S):**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

By: \_\_\_\_\_

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### The Newborn Resource Services and Pricing Addendum Addendum "B"

Services performed by TMR during the course of the contract are defined as the following:

1. TMR shall coordinate the direct negotiation with medical providers that are selected solely by CLIENT(s) who are involved in the medical care of their Surrogate's maternity and childbirth covered under this contract. TMR their vendors and /or affiliates is not responsible for the level of care received by the surrogate, but shall assist, only when asked by CLIENT (s), to locate specialists and/or special facilities for the surrogate. Upon completion of direct negotiations, fee agreements will be communicated to the CLIENTS' designated domestic representative i.e. Surrogacy Agency or domestic Attorney. These fee agreements must be signed and returned to TMR within five days. Failure to sign and return fee agreements within five days, will result in nullification of the agreed upon fees. TMR is not responsible for excess charges billed to CLIENT if CLIENT or their designated domestic representative has elected to not sign and return the fee agreement.
2. Assistance in locating medical providers. TMR will provide a list of medical providers that will accept pre-certification for services. CLIENT is ultimately responsible for choosing the medical provider. If the CLIENT chooses a medical provider who will not accept a negotiated fee, TMR is not responsible for any inability to negotiate with the medical provider or any subsequent expenses incurred.

By signing this Addendum "B", CLIENT(s) acknowledge and understand the following:

**This program is NOT insurance. SERVICES provided under this Agreement are a medical negotiation service. Neither TMR, nor any of its affiliates or vendors, represents themselves as medical providers.**

**At no time shall TMR, or any of its affiliates or vendors, indemnify a CLIENT, or be liable for any refusal of a provider to accept negotiated fees. Neither TMR, nor any of its affiliates or vendors, are an insurer, guarantor, or underwriter of the responsibility or liability for CLIENT or CLIENT's dependent's medical care or any other goods or services provided to CLIENT or CLIENT's dependents.**

**Neither TMR, nor any of its affiliates or vendors, practice medicine or in any manner interfere with or participate in the provider-patient relationship. All healthcare decisions are made by the medical provider and CLIENT. Neither TMR, nor any of its affiliates or vendors are responsible for healthcare provided or the omission of the provision of healthcare by any provider. The selection of a provider is the obligation and decision of the CLIENT alone, and is not based upon the credentialing or any recommendation by TMR or any of its affiliates or vendors.**

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Addendum on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ART RISK FINANCIAL AND INSURANCE SOLUTIONS:**

**CLIENT(S):**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

By: \_\_\_\_\_

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**ART RISK**

FINANCIAL and INSURANCE SOLUTIONS

### The Maternity Resource Maternity Negotiation Program Information Form Addendum "C"

Name of Surrogate: \_\_\_\_\_ Surrogate's Telephone: \_\_\_\_\_

Expected Date of Delivery: \_\_\_\_\_ Expected # of Fetuses: \_\_\_\_\_

Surrogate's Email: \_\_\_\_\_ Surrogate's DOB: \_\_\_\_\_

**Obstetrician Information:**

Physician Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_

Email \_\_\_\_\_ Name of Contact Person / Administrator \_\_\_\_\_

Please complete **priority three (3) selections** for delivery hospital in order of preference:

#1., Hospital for Delivery (if selected,): \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_

#2., Hospital for Delivery (if selected,): \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_

#3., Hospital for Delivery (if selected,): \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_

Name of Surrogate's Insurance Plan: \_\_\_\_\_ Policy #: \_\_\_\_\_

**Billed for Maternity Medical Services**

Plan Address & Telephone: \_\_\_\_\_

\_\_\_\_\_ Date

Intended Parent #1 Signature

Intended Parent #2 Signature

**TMR does not provide medical advice and is not responsible  
for any medical care obtained from any provider selected for medical services.**

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## Release of Liability Addendum "D"

The Maternity Resource (TMR) and their authorized Financial Case Management Administrator 'Vendor' coordinate and negotiate fees with selected providers. TMR, et al does not provide medical treatment, medical services, products, product liability or guarantees of any kind for any CLIENT. The final selection of the medical professional and/or medical facility and the approval or disapproval of medical treatment is CLIENT's choice alone. It is the CLIENT's responsibility alone to perform due diligence (investigation) of any Provider the CLIENT chooses to use. TMR, et al does not interfere with the provider/CLIENT/patient relationship and assumes no responsibility for any medical advice given by any participating provider nor shall TMR, et al be liable for the negligence or other wrongful acts or omissions of any provider providing services pursuant to the TMR Program. Neither the CLIENT, nor the Patient, shall have any recourse against TMR, et al by reason of its availability for referral to a medical professional and/or medical facility.

TMR and/or their authorized vendor, et al will provide negotiated or estimated fees for services with the CLIENT's selected medical providers. Once claims are received, TMR, et al will process the claims, adjudicate fees and issue payment to providers. Once all claims have been received and closed any funding remaining shall be refunded to CLIENT.

**I understand that the fee for the services negotiated by TMR, et al is a good faith estimate and is subject to change. Final charges may differ from the estimate in the event services rendered were not part of the original estimate. Additional funds may be required at any time that the self insured funding account becomes insufficient to pay for negotiated fees**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Intended Parent #1 Printed Name

\_\_\_\_\_  
Intended Parent #2 Printed Name

\_\_\_\_\_  
Intended Parent #1 Signature

\_\_\_\_\_  
Intended Parent #2 Signature

Please execute and return to: ART Risk Financial and Insurance Solutions  
25020 W. Avenue Stanford #140  
Valencia, California 91355  
FAX: 661.257-0110

The agreement may be signed in counterparts and scanned images, copies and fax transmission of signatures will serve as if originals.

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## Limited Power Of Attorney, ART Risk Financial and Insurance Solutions Intended Parents Addendum "E"

Surrogate Name: \_\_\_\_\_

# of Fetuses: \_\_\_\_\_

Procedure: Maternity and Childbirth Medical Expenses

I (we), the Intended Parent(s) (IPs) listed above, do hereby designate TMR, it's Financial Case Management coordinator, N.E. Evaluation and/or any other authorized Financial Case Management Administrator and/or CLIENTS' Surrogacy Agency and/or CLIENTS' domestic attorney, (TMR, et al) to negotiate financial matters for me (us), for the above medical services for our surrogate; to act as attorney-in-fact for me (us), in my (our) name(s), or on my (our) behalf:

1. **Powers of Agent.** To exercise or perform each and every financial act or thing whatsoever is considered necessary or proper to be done, on behalf of our surrogate, with regard to the above medical services, limited to the following enumerated powers:
  - A) **Obtain Information From Providers.** To contact and obtain any and all medical information necessary to perform services contracted for in the TMR Program of which I (we) am (are) a participant (s).
  - B) **Provide Information for Assistance in the Selection of the Physician and Hospital to be utilized by our Surrogate.** Authority to share medical information on our Surrogate, for obtaining information on my (our) behalf for my (our) use in selecting a provider for maternity and childbirth medical services; ascertain from the IPs selected physician a list of Hospitals he or she would authorize for the procedure(s) to be performed. The final decision will be made solely by the member (us), the IPs, after discussion with the chosen Physician.
  - C) **Obtain Estimate of Charges from Applicable Providers.** TMR, et al may discuss and obtain an estimate from any and all applicable Providers for the procedure(s) that my (our) Physician has requested, and negotiate pricing.
  - D) **Ensure Funds Are Available to Pay Provider(s).** TMR, et al is hereby authorized to work with the Surrogate's insurer, if available, my (our) insurer, and/ or other such entities as necessary in order to ensure the proper payment of all providers of services.
  - E) **Issue a Referral to Provider(s).** TMR, et al is authorized to issue one or more referrals to Provider(s) as necessary for the procedure(s) listed above and those specifically requested by the Physician.
  - F) **Process Claim(s) and Pay Provider(s).** TMR, et al is authorized to process the claim(s) received from Provider(s) and to pay claims for the Procedure(s) performed by the chosen providers, per my agreement for the TMR Program.
2. **Durability.** This Power of Attorney shall expire eighteen (18) months from date of execution.
3. **Reliance by Third Party.** Third parties may rely upon the representations of the Attorney-In-Fact as to all matters regarding powers granted herein. No person who acts in reliance on the representation of the Attorney in Fact, or the authority granted under this Power of Attorney shall incur any liability to me or to my estate for permitting the Attorney in Fact to exercise any power prior to actual knowledge that the Power Of Attorney has been revoked or terminated by operation of law or otherwise.
4. **Indemnification of Attorney-In-Fact (TNR, et al).** No person named or substituted in this power shall incur any liability to me for acting or refraining from acting under this power, in order to assist with the matters so written in the TMR Program of which I am a participant in which TMR provides negotiated fees with providers and processes appropriate claims and payments.

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**Limited Power Of Attorney, ART Risk Financial and Insurance Solutions  
Addendum "E"  
Page 2 of 2**

**Intended Parents**

This instrument is to be construed and interpreted as a Limited Power of Attorney. It shall not be affected by disability of the principal, except as provided by statute.

In witness, by signing this instrument I affirm all that is written above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Intended Parent #1 Printed Name

\_\_\_\_\_  
Intended Parent #2 Printed Name

\_\_\_\_\_  
Intended Parent #1 Signature

\_\_\_\_\_  
Intended Parent #2 Signature

Please execute and return to: ART Risk Financial and Insurance Solutions  
25020 W. Avenue Stanford #140  
Valencia, California 91355  
FAX: 661.257-0110

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**Patient Authorization to Obtain/Release Medical Records  
Addendum "F"  
Intended Parents**

I authorize TMR, or any person designated by them, to request and obtain information related to my medical records, or my dependent's medical records from any healthcare provider for the purpose of pre-certifying Eligible Services, requesting claim forms, or providing detailed personal medical records. I hereby authorize any provider who is requested to provide information on me or my dependents medical condition(s) by TMR, to provide whatever information is being requested which will include, but not be limited to, information which may assist in the coordination negotiation process, the claims payment process or when requested, complete medical records.

Intended Parent #1 Printed Name

Intended Parent #2 Printed Name

Intended Parent #1 Signature

Intended Parent #2 Signature

ART Risk Financial and Insurance Solutions, cares about your privacy, and is providing you with this Privacy Notice ("Notice") to inform you that TMR understands that your Personal Health Information is confidential. This Notice describes generally how TMR may use and disclose your Personal Health Information to provide Eligible Services to you and other purposes that are permitted or required by law. This Notice also explains your rights regarding Personal Health Information. This Notice is in compliance with the Health Insurance Portability & Accountability Act of 1996, which became effective on April 14, 2003. Personal Health Information is protected health information that individually identifies you or your dependents and relates to past, present, and future health care and/or payment for such health care services. Please review this Notice carefully.

TMR is required to keep Personal Health Information about you private; give you this Notice of our legal duties and privacy practices with respect to your Personal Health Information, and follow the terms of this Notice.

In providing Eligible Services, TMR may use and disclose your Personal Health Information in various ways. The most common disclosures include, but are not limited to the following: (a) determining Eligible Services available to you through your TMR Membership, (b) verifying that your Membership is active, (c) coordinating with your insurer, medical providers to obtain information regarding received or planned procedures in order to provide Eligible Services, or to investigate or process a claim pursuant to the TMR Membership Agreement, (d) providing an explanation of benefits to you or your dependents, and (e) providing Personal Health Information to a family member, friend, physician, facility, or hospital, or other persons involved in your care to the extent necessary to help with your care or payment for your care. Additionally, TMR may use and disclose Personal Health Information about you for certain operational, administrative, research and quality assurance activities. TMR may provide, pursuant to law, Personal Health Information to regulatory bodies, including, but not limited to a state insurance department, the Office of Civil Rights, or the Department of Health and Human Services. Personal Health Information may also be provided to those business associates of TMR, including, but not limited to PPO panels, who are also required to protect your Personal Health Information.

You have the following rights regarding your Personal Health Information: (a) the right to inspect and copy, (b) the right to amend, (c) the right to an accounting of disclosures, (d) the right to request restrictions, (e) the right to request confidential communications, and (f) the right to a paper copy.

TMR may only use and disclose Personal Health Information as generally described in this Notice or according to laws that apply to TMR. Other uses or disclosure of your Personal Health Information will be made only in accordance with your written permission, identified as an "Authorization". If you revoke your 'authorization, TMR will no longer use or disclose your Personal Health Information for the reasons stated in your authorization, except to the extent that TMR may have already taken action.

You may request information or revoke your authorization at any time by sending a written request to: ART Risk Financial and Insurance Solutions, Attention: Privacy Officer.

**PRIVATE AND CONFIDENTIAL**

A photographic copy or facsimile of this document shall be considered as valid as if the original.



**HIPAA COMPLIANT**

**Addendum “G”  
Intended Parents**

**CLIENT AUTHORIZES** any physician, medical practitioner, hospital, clinic, health care facility, other medical or medically related facility, insurance or reinsuring company, consumer reporting agency, employer having information available as diagnosis, treatment, and prognosis with respect to any physical or mental condition and/or treatment of CLIENT Dependents to provide to TMR or to any entity authorized by TMR to collect any and all such information by means of U.S. Post, fax or e-mail.

**CLIENT AUTHORIZES** TMR, Inc. to communicate with me or my authorized representative via mail, phone, fax or electronic mail regarding CLIENT dependent’s (surrogate) maternity medical expense claims.

**CLIENT UNDERSTANDS** that any information obtained will not be released by TMR to any person or organization EXCEPT to those persons or organizations needing such information in performing business or legal services in connection with the application, claim and/or as may be otherwise lawfully required or as CLIENT may further authorize.

**CLIENT UNDERSTANDS** that CLIENT may revoke this Authorization, except to the extent that TMR has acted in reliance upon this Authorization. CLIENT revocation must be submitted in writing to TMR. Any such revocation may also have an impact upon claims negotiation and processing.

**CLIENT UNDERSTANDS** that CLIENT can obtain a complete copy of TMR Privacy Policy by contacting them directly and asking for a copy.

**CLIENT AGREES** that a copy of this Authorization shall be as valid as the original.

**CLIENT AGREES** this Authorization shall be valid for two (2) years from the date shown below.

In witness, by signing this instrument I affirm all that is written above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Intended Parent #1 Printed Name

\_\_\_\_\_  
Intended Parent #2 Printed Name

\_\_\_\_\_  
Intended Parent #1 Signature

\_\_\_\_\_  
Intended Parent #2 Signature

**PRIVATE AND CONFIDENTIAL**

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