



**The Newborn Resource:
Financial Case Management Program for Newborn Medical Services
Marketed Exclusively By: ART Risk Financial and Insurance Solutions™**

This Agreement is for the Direct and / or Network Coordinated Negotiation of Newborn Medical Services (hereinafter "Agreement"), made and entered into, by and between, ART Risk Financial and Insurance Solutions dba The Newborn Resource 'TNR', and;

Intended Parent: _____, (CLIENT),

Of _____
Address

_____ Address

Intended Parent: _____, (CLIENT),

Of _____
Address

_____ Address

WHEREAS, The Newborn Resource hereinafter (TNR), is engaged in the business of marketing and coordinating a Financial Case Management Program for Newborn Medical Services hereinafter (SERVICES) to CLIENT;

WHEREAS, CLIENT desires to be enrolled in TNR for the benefit of SERVICES as per the terms and conditions of this agreement;

WHEREAS, CLIENT authorizes the designated Financial Case Management Administrator, as determined by TNR, to use the information as stated in this agreement, to coordinate the negotiated agreed terms for CLIENT settlement of newborn medical services.

WHEREAS, CLIENT understands that TNR is not an insurance program; TNR is a financial case management program that coordinates provider negotiation of newborn medical expenses as instructed by and on behalf of CLIENT for newborn medical services rendered in the United States;

WHEREAS, CLIENT is responsible for payment of negotiated newborn medical expenses in accordance with the contracted terms and conditions secured by the TNR Financial Case Management Administrator;

WHEREAS, TNR 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 TNR 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 and void where prohibited by law.

2. DEFINITIONS

Administrative Fees shall refer to the fees paid directly to TNR 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 CLIENT Intended Parent (s).

Initial Deposit shall mean the primary established fees to be utilized for payment of negotiated newborn medical expenses, if any. Initial deposit is due within 15 days of the surrogate's 20-week ultrasound as outlined in Addendum A and to be paid by

PRIVATE AND CONFIDENTIAL

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



CLIENT to an escrow account maintained by the Surrogacy Agency or CLIENT domestic attorney or Escrow Agent 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 child or children 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 CLIENT Intended Parents.

Enrollment Fee shall refer to the agreed amount paid by CLIENT to TNR for understood services.

Escrow Administrative Account shall refer to an account maintained and administered by either CLIENTS' surrogacy agency or licensed attorney or escrow agent based in United States of America stated herein,

3. TERMS & CONDITIONS

This Agreement shall become effective on the date the enrollment fee and the completed, signed Agreement is received by TNR and shall continue in full force and effect for up to a maximum period of sixty (60) days following initial discharge release from acute care facility, 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 TNR, nor any of its affiliates or vendors, represents themselves as medical providers.
- B. Enrollment.** CLIENT shall enroll in this program within ten (10) days of confirmed pregnancy via 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 20th week of the surrogate's pregnancy. Monies deposited into the administrative account will be used to pay medical providers relating to the newborn child or children medical complications, 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 required payments to medical providers for the child or children exceed the initial amount deposited on account into the CLIENT designated escrow administrative account, CLIENT agrees to deposit additional funds, as per the amount of funds advised by TNR, to the designated escrow administrative account. TNR reserves the right to terminate agreement with CLIENT for failure to deposit the amount of funds required for the negotiated payment to medical providers within ten (10) days following TNR email notification to CLIENT of an account deficiency.
- E. Expense Reports.** TNR shall provide to CLIENT an accounting summary of all newborn medical expenses negotiated and requested for payment by CLIENT designated escrow administrative account.
- F. Payment to Providers.** TNR on behalf of CLIENT coordinates the direct or network negotiation of medical services relating to a newborn child or children born to a contracted Surrogate of CLIENT Intended Parent (s). Required payments to medical providers will be made by the CLIENT Surrogacy Agency or domestic attorney or escrow agent. Payments will be made from the CLIENT maintained designated escrow administrative account.
- G. Indemnification.** At no time shall TNR, 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 TNR, nor any of its affiliates or vendors, are an insurer, guarantor, or underwriter of the responsibility or liability for CLIENT or CLIENT dependents or CLIENT surrogate's medical care or any other goods or services provided to CLIENT or CLIENT dependents or CLIENT Surrogate.
- H. Patient-Medical Provider Relationship.** Neither TNR 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 understood to be made by the medical provider and/or CLIENT exclusively. Neither TNR, 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 TNR or any of its affiliates or vendors.
- I. Medical Records.** TNR or their affiliates or vendors will be legally permitted by CLIENT and or their Surrogate to request medical records for all children born as the result of current surrogacy.
- J. Subsequent Surrogacy Pregnancies:** Subsequent surrogacy pregnancies shall not receive SERVICES under this agreement.

PRIVATE AND CONFIDENTIAL

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



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 TNR 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 dependents or CLIENT surrogate..
- C. Termination for Cause.** This Agreement may be terminated by TNR 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 TNR for enrollment fee and/or CLIENT Surrogacy Agency or domestic attorney or escrow agent for required contribution to designated Escrow Administrative Account.
 - (2) Notwithstanding 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.** In the event of any material breach of any terms and conditions of this Agreement by either party hereto which remains uncured after ten (10) days written notice by the non-breaching party to the breaching party, or if such breach is not be cured within said ten (10) days period, then the non-breaching party shall have the right to terminate this Agreement by 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 ten (10) business days after the 20-week ultrasound of the surrogate, as outlined in Addendum A, TNR may suspend services to CLIENT. If TNR advises that additional deposit amount contributions to the designated Escrow Administrative Account are required by CLIENT to pay medical providers, deposits must be made by CLIENT within ten (10) days from date of TNR written notice to CLIENT, or this Agreement WILL be immediately terminated. If payments are not made within 10 days of TNR written request, in addition to terminating the agreement the administrator will give to the provider of service all contact information for the CLIENT. This includes, but is not limited to name, address, phone number, email address and any other similar information that may assist the provider of service in collecting monies owed for services provided.

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 both CLIENT and TNR 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 TNR 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. 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 unreviewable 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.

PRIVATE AND CONFIDENTIAL

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



- 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 TNR, 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.
 - F. **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.
 - G. **Indemnification.** CLIENT agrees to defend including the payment of reasonable attorneys' fees necessary for the defense of any claim made against TNR and/or their vendors and/or affiliates, or any entity as to whom TNR has become liable relating to services under this agreement, indemnify, and hold TNR 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 breach of Agreement Terms and Conditions.
 - H. **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 TNR and/or their vendors and/or affiliates. TNR shall not be responsible for any debts or liabilities to any third party incurred by CLIENT or their Surrogate.
 - I. **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.
 - J. **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) business days after mailing.
 - K. **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.
 - L. **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.
 - M. **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 TNR 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 Newborn Resource

CLIENT(S):

By: _____

By: _____

Title: _____

By: _____

PRIVATE AND CONFIDENTIAL

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



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

Service Description	Enrollment Fee	Initial Deposit
Financial Case Management Program, Singleton Pregnancy	\$3,250.00	\$10,000.00
Financial Case Management Program, Twins Pregnancy	\$4,250.00	\$25,000.00*
Financial Case Management Program, Triplets Pregnancy	\$5,250.00	\$50,000.00*
Financial Case Management Program, Quadruplets Pregnancy	\$6,250.00	\$75,000.00*

*This is an initial deposit, funding schedule must be followed – see **Addendum H**

1. The Enrollment Fee is payable upon execution of this Agreement and is non-refundable, however, if a total loss of pregnancy occurs and no newborn medical expense claims have occurred then enrollment fee paid less a \$500 administrative fee will be refunded to the CLIENT.
2. Initial Escrow Administrative Deposit is due within ten (10) business days of Surrogate’s 20-week ultrasound. Initial deposit shall be based on the number of viable fetuses confirmed by ultrasound.
3. The initial deposit required is a projected estimate of the minimum cost to CLIENT for payment of newborn negotiated medical expenses and in no way shall represent nor guarantee to CLIENT actual final medical costs required to pay providers for newborn medical services rendered. CLIENT acknowledges that every case is different based on actual complications which may occur. CLIENT specifically acknowledges and confirms understanding that TNR only coordinates the negotiated fees with providers and is not an insurer or guarantor of any payments of behalf of CLIENT.
4. If additional funds are required to satisfy charges incurred due to actual complications, deposits must be made by CLIENT within ten (10) days from date of TNR written notice to CLIENT, or this Agreement WILL be immediately terminated. If payments are not made within 10 days of TNR written request, in addition to terminating the agreement the administrator will give to the provider of service all contact information for the CLIENT. This includes, but is not limited to name, address, phone number, email address and any other similar information that may assist the provider of service in collecting monies owed for services provided

PRIVATE AND CONFIDENTIAL

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



Addendum "A"
The Newborn Resource in conjunction with
CLIENT's Surrogacy Agency or Domestic Attorney or Escrow Agent
Enrollment Fee & Administration of Escrow Administrative Account
PAGE 2 of 3

5. **Surrogate's Name:** _____ Phone Number: _____

6. **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
---------	------	-------	-----	-----------

5. CLIENT Surrogacy Agency:

Name: _____ Phone Number: _____

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

6. CLIENT Domestic Attorney:

Name: _____ Phone Number: _____

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

PRIVATE AND CONFIDENTIAL

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



FINANCIAL and INSURANCE SOLUTIONS

Addendum "A"
The Newborn Resource in conjunction with
CLIENT's Surrogacy Agency or Domestic Attorney or Escrow Agent
Enrollment Fee & Administration of Escrow Administrative Account
PAGE 3 of 3

- 7. Client Escrow Administrative Account required for payment of negotiated Newborn medical expense, if any, to be maintained and administered by TRG Management Solutions (*company is affiliated with and run by ART Risk Financial and Insurance Solutions*)

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: _____

PRIVATE AND CONFIDENTIAL

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



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

Services performed by TNR during the term of this agreement are further defined as follows:

1. TNR shall coordinate the financial case management negotiation with medical providers, selected solely by CLIENT(s), rendering the medical services to the CLIENT (S) newborn child or children subject to this agreement . TNR is not responsible for additional newborn medical expense charges billed to CLIENT as a result of CLIENT or their authorized designated domestic representative failure to comply with the terms and conditions negotiated by TNR and/or their financial case management administrator for and on behalf of CLIENT.-
2. Assistance in locating medical providers. Upon CLIENT request, TNR will provide a list of medical providers that will accept pre-certified direct negotiation for newborn services, however, CLIENT is ultimately responsible for selection of medical providers. If the CLIENT selects a medical provider that will not accept a negotiated fee, TNR is not responsible for any limitations to effectively negotiate with the medical provider or any related expenses incurred.
3. TNR shall coordinate the financial case management negotiation of out-patient newborn medical expenses, if any, following initial discharge release from acute care facility for up to a maximum period of sixty (60) days, so long as expenses are incurred within the United States of America.

By signing Addendum "B", CLIENT(s) is acknowledging their understanding of the following:

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

At no time shall TNR, or any of its affiliates or vendors, indemnify a CLIENT, or be liable for any refusal of a provider to accept negotiated fees. Neither TNR, 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.

TNR and/or their vendors and /or affiliates is not responsible for the level of care received by the child or children, but shall assist, only when requested by CLIENT (s), to locate specialists and/or special facilities for the child or children.

Neither TNR, 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 TNR, 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 TNR 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: _____

PRIVATE AND CONFIDENTIAL

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



FINANCIAL and INSURANCE SOLUTIONS

Addendum "C"
The Newborn Resource
Newborn Negotiation Program Information Form

Surrogate Information:

Name of Surrogate: _____ **Surrogate's Telephone:** _____

Expected Date of Delivery: _____ **Expected # of Fetuses:** _____

Surrogate's Email: _____

Surrogate's DOB: _____ **Surrogates Social Security Number:** _____ - _____ - _____

Medical Information:

IVF Center/ Fertility Doctor: _____ Phone Number: _____

Address _____ City _____ State _____ Postal Code _____

Email _____ Name of Contact Person / Administrator _____

OBGYN Name: _____ Phone Number: _____
(Must have privileges at the hospitals chosen below)

Address _____ City _____ State _____ Postal Code _____

Email _____ Name of Contact Person / Administrator _____

Name of Surrogate's Insurance Plan: _____ Policy #: _____
Billed for Maternity Medical Services

Plan Address & Telephone: _____

Medical Record Number: _____

Date

Intended Parent #1 Signature

Intended Parent #2 Signature

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

PRIVATE AND CONFIDENTIAL

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



**Addendum "C" (Continued, Page 2 of 2)
The Newborn Resource
Newborn Negotiation Program Information Form**

Birth Plan:

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 _____

Pediatrician Name: _____ Phone Number: _____
(OBGYN may have suggestions)

Address _____ City _____ State _____ Postal Code _____

Email _____ Name of Contact Person / Administrator _____

Will this birth be a planned C-Section?: YES NO

If YES, date of planned C-Section (if unknown please write **UNKOWN**): _____

_____ **Date**

_____ **Intended Parent #1 Signature**

_____ **Intended Parent #2 Signature**

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

PRIVATE AND CONFIDENTIAL

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



Addendum “D” Release of Liability

The Newborn Resource (TNR) and their authorized Financial Case Management Administrator ‘Vendor’ coordinate and negotiate fees with selected providers. TNR, 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. TNR, 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 TNR, et al be liable for the negligence or other wrongful acts or omissions of any provider providing services pursuant to the TNR Program. Neither the CLIENT, nor the Patient, shall have any recourse against TNR, et al by reason of its availability for referral to a medical professional and/or medical facility.

TNR and/or their authorized vendor, et al will provide negotiated or estimated fees for newborn services with the CLIENT’s selected medical providers. Once claims are received, TNR, et al will promptly process the claims, adjudicate services and issue an explanation of charges to CLIENT designated escrow agent for immediate payment to providers. Once all claims have been received and closed any funding remaining on account escrow is understood shall be refunded to CLIENT.

I understand that the fee for the services negotiated by TNR, 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 designated escrow account becomes insufficient to satisfy payment of negotiated newborn medical expenses. If payments are not made within 10 days of TNR written request, in addition to terminating the agreement the administrator will give to the provider of service all contact information for the CLIENT. This includes, but is not limited to name, address, phone number, email address and any other similar information that may assist the provider of service in collecting monies owed for services provided.

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.

PRIVATE AND CONFIDENTIAL

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



Addendum “E” Limited Power Of Attorney, The Newborn Resource Intended Parents

Surrogate Name: _____ **# of Fetuses:** _____

Procedure: Newborn Care after delivery until initial discharge release from acute care facility, including out-patient for up to a maximum period of sixty (60) days, so long as expenses are incurred within the United States of America.

I (we), the CLIENT Intended Parent(s) (IPs), do hereby designate TNR, it's Financial Case Management coordinator, and/or any other authorized Financial Case Management Administrator and/or CLIENTS' Surrogacy Agency and/or CLIENTS' domestic attorney, (TNR, et al) to negotiate financial matters for me (us), for medical services for our newborn; 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 newborn(s), 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 TNR 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 Newborn(s).** Authority to share medical information on our in-utero or newborn(s), for obtaining information on my (our) behalf for my (our) use in selecting a provider for in-utero or newborn(s) 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 CLIENT Intended Parents, after discussion with the chosen Physician.
 - C) **Obtain Estimate of Charges from Applicable Providers.** TNR, 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).** TNR, et al is hereby authorized to work with the Newborn(s)'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).** TNR, 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).** TNR, 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 TNR 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.

PRIVATE AND CONFIDENTIAL

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



Addendum “E” (Continued, Page 2 of 2)
Limited Power Of Attorney, ART Risk Financial and Insurance Solutions

Intended Parents

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 TNR Program of which I am a participant in which TNR provides negotiated fees with providers and adjudicates the claims.

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

PRIVATE AND CONFIDENTIAL

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



**Addendum “F”
Patient Authorization to Obtain/Release Medical Records**

Intended Parents

I authorize TNR et al, 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 TNR, 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 adjudication 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 TNR understands that your Personal Health Information is confidential. This Notice describes generally how TNR 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.

TNR 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, TNR 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 TNR 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 TNR 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, TNR may use and disclose Personal Health Information about you for certain operational, administrative, research and quality assurance activities. TNR 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 TNR, 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.

TNR may only use and disclose Personal Health Information as generally described in this Notice or according to laws that apply to TNR. 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, TNR will no longer use or disclose your Personal Health Information for the reasons stated in your authorization, except to the extent that TNR 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.



**Addendum "G"
HIPAA COMPLIANT**

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 TNR or to any entity authorized by TNR to collect any and all such information by means of U.S. Post, fax or e-mail.

CLIENT AUTHORIZES TNR, Inc. to communicate with me or my authorized representative via mail, phone, fax or electronic mail regarding CLIENT dependents (newborns) medical expense claims.

CLIENT UNDERSTANDS that any information obtained will not be released by TNR 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 TNR has acted in reliance upon this Authorization. CLIENT revocation must be submitted in writing to TNR. Any such revocation may also have an impact upon claims negotiation and processing.

CLIENT UNDERSTANDS that CLIENT can obtain a complete copy of TNR 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

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



**Addendum “H”
SCHEDULE OF PAYMENT:**

Trust Accounts Funds

Schedule of Payment					
# of Fetus	Initial Payment – 20th week	Second Payment – 24th week	Third Payment – 28th week	Fourth Payment – 32nd week	Total Escrow Amount
Singleton	\$10,000.00	X	X	X	\$10,000.00
Twins	\$25,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$75,000.00
Triplets	\$50,000.00	\$35,000.00	\$35,000.00	\$30,000.00	\$150,000.00
Quadruplets	\$75,000.00	\$75,000.00	\$50,000.00	X	\$200,000.00

In the event that the Intended Parent(s) fail to deposit the scheduled payments into the designated trust fund, then the Intended Parent(s) understand and agree that The Newborn Resource agreement will be rendered null and void and will be cancelled ab-initio, and that ART RISK Financial and Insurance Services and its agents will not be responsible for any medical expenses incurred, all negotiations with providers will be null and void. Any funds in being held and not committed to medical expenses will be returned. The enrollment fee will not be returned. If additional funds are requested due to complications and medical expense, all deposits must be made by CLIENT within ten (10) days from date of TNR written notice to CLIENT, or this Agreement WILL be immediately terminated. If payments are not made within 10 days of TNR written request, in addition to terminating the agreement the administrator will give to the provider of service all contact information for the CLIENT. This includes, but is not limited to name, address, phone number, email address and any other similar information that may assist the provider of service in collecting monies owed for services provided

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

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