
Intended Parent Consulting Agreement

EGG DONOR PROGRAM

This Intended Parent Retainer Agreement ('**Agreement**') is made as of the date noted below, by and between intended parent(s) whose names are set forth below (together, '**Intended Parent**') and Egg Helpers Ltd., an Ontario corporation ('**Egg Helpers**'). Hereafter, Intended Parent and Egg Helpers may be referred to, collectively, as the '**Parties**'.

This Agreement sets out the terms and conditions that govern the client-to-business relationship between the Intended Parent(s) and Egg Helpers. By their respective execution of this Agreement all Parties expressly agree to be bound by the terms and conditions set forth below.

Now, therefore, the Parties hereby agree as set forth herein:

1. Egg Donor Services.

Egg Helpers shall provide coordination and administrative services to assist Intended Parent(s) in becoming parent(s) through an egg donor arrangement. Such services include helping Intended Parent(s) with their selection of an egg donor, referring Intended Parent(s) to medical, legal, and psychological professionals, assisting Intended Parent(s) throughout the egg donor process, and providing administrative support of the egg donor relationships. Intended Parent(s) shall provide a copy of their government-issued photo ID.

2. Retainer Fees.

Intended Parent(s) is aware that it is making a final selection of the Egg Donor who will be making an egg donation in accordance herewith. Intended Parent(s) hereby agrees to submit to Egg Helpers the funds as set forth in Schedule 'A' hereto, which funds are to be held and disbursed in accordance with Schedule 'A'. The 'Agency Fee' detailed in Schedule 'A' is a fully earned, one-time fee. The Agency Fee is a fee only and does not include any other charges, costs or expenses or reimbursement to be paid to the Egg Donor. The Agency Fee is due within 48 hours of execution of this Agreement by Intended Parent(s). Failing the receipt of the Agency Fee proof of payment within such time, Egg Helpers cannot guarantee that any Egg Donor selected in accordance with the below will be available as a potential egg donor upon the later receipt of the Agency Fee. The Intended Parent(s) cannot guarantee that the payment of the Agency Fee will be performed by their bank within 48 hours and Egg Helpers acknowledges that international wire transfer could require more than 48 hours to be performed, consequently Egg Helpers agrees that Intended Parent(s) shall send a proof of payment within 48 hours of execution of this Agreement.

The commitment, time, expertise and resources that Egg Helpers must devote to providing the services hereunder are substantial and difficult to measure. Accordingly, no portion of the Agency Fee is refundable, regardless of whether Intended Parent(s) ever receives a child pursuant to the services provided hereunder (a '**Child**') or Intended Parent(s) elects to discontinue working with Egg Helpers, unless in accordance herewith.

3. Estimation and Re-Calculation of Anticipated Expenses.

Schedule 'A' sets forth a breakdown of anticipated expenses and fees associated with Egg Helper's Egg Donor Program. Schedule 'A' contains estimated costs only and is subject to change at any time without notice to Intended Parent(s). After Intended Parent(s) has selected an Egg Donor, Egg Helpers will provide revised estimated costs and expenses which will more closely reflect the anticipated expenses for the proposed egg donor arrangement reflective of the selected Egg



Donor's personal circumstances which may include medical health, location and any other material personal circumstances.

Intended Parent(s) agree to place the entire amount reflected in such revised estimations into the reimbursement account held and managed by Egg Helpers (the '**Intended Parent(s) Reimbursement Account**') promptly upon receipt of such revised estimations. For greater certainty, such additional expenses may include, but are not necessarily limited to:

- i) flight and accommodation for appointments with a fertility clinic, including related bloodwork and other treatments;
- ii) flight and accommodation for the Egg Donor and a companion for the egg retrieval (with the acknowledgment that the Egg donor may be required to arrive a number of days prior to the egg retrieval and to stay for monitoring following the egg retrieval);
- iii) outside monitoring for bloodwork and ultrasounds; and, (iv) other travel, accommodation and treatment expenses as same are determined to be reasonably necessary to provide the services as set forth herein. Intended Parent(s) acknowledges that such expenses may vary widely between egg donations and Egg Donors and are therefore difficult to predict.

The Egg Donation process can be complex, expensive and unpredictable. Accordingly, the egg donation procedures and related services as described herein will not commence until the Intended Parent(s) Reimbursement Account is funded in accordance herewith. For greater certainty, the funds necessary to fund the Intended Parent(s) Reimbursement Account in accordance herewith are due no later than 30 days following the execution of this Agreement, other than the Agency Fee which is due and payable in accordance with Section 2.

4. Terms and Termination.

Notwithstanding the above, should Intended Parent(s) not find a suitable Egg Donor within 90 days of the determination that their initial choice of Egg Donor is not able to move forward in a cycle, the monies paid to Egg Helpers to fund the Reimbursement Account will be payable to the Intended Parent(s) within 10 days of signing and returning the Termination of Services Agreement.

It is Egg Helpers' vision to help every Intended Parent(s) achieve their dreams of building a family. As such, and notwithstanding the above, if a donation cycle is cancelled prior to the egg retrieval procedure, Intended Parent(s) Database login information will be reactivated such that Intended Parent(s) may select an alternative Egg Donor. There will be no additional Agency Fee incurred for the selection of an alternative Egg Donor.

If an alternative Egg Donor is selected in accordance with the above, any expenses paid or reimbursed to an Egg Donor (through funds received from Intended Parent(s) held in a reimbursement account) will be required to be replenished by Intended Parent(s) to cover the expenses of any alternative Egg Donor. If an alternative Egg Donor is selected in accordance with the above, the breakdown of anticipated expenses set forth in Schedule 'C' hereto shall apply, which Schedule 'C' shall be subject to the same possible re-calculation of expenses as is applicable to Schedule 'A'.

If a donation cycle is cancelled through no fault of the Egg Donor and the Egg Donor had begun taking medication or participating in other treatments prior to the cancellation of the donation cycle, the Egg Donor may request reimbursement of any out-of-pocket expenses incurred by her up to the date of the donation cycle being cancelled (as set forth in the Egg Donor Contract) and any such expenses shall be reimbursed by Intended Parent(s).

Notwithstanding the above, if an alternative Egg Donor is selected in accordance herewith, all terms and conditions applicable to any other egg donation procedure and the services set forth herein, including but not limited to the terms and conditions applicable to Schedule 'A', shall apply to any services provided in respect of any alternative Egg Donor.

**5. Termination by Intended Parent(s).**

Intended Parent(s) may terminate this Agreement at any time prior to the Egg Donor's transvaginal aspiration and egg retrieval by giving Egg Helpers 10 days' written notice. In the event of such termination, all fees and expenses for which Intended Parent(s) is responsible shall immediately become due and payable. Any fees paid to Egg Helpers are non-refundable. If Intended Parent(s) has deposited funds into the Intended Parent(s) Reimbursement Account, such funds shall first be used by Egg Helpers to pay any fees or expenses due to Egg Donor, Egg Helpers or third parties involved with the egg donation process. Any excess shall be promptly remitted to Intended Parent(s) after receiving the Termination of Services Document signed and returned to Egg Helpers and after Egg Helpers has reasonably determined that there are no other existing or anticipated obligations for which the Intended Parent(s) Reimbursement Account Funds should be used. If an Egg Donor Contract has been entered into by Intended Parent(s) and Egg Donor, the termination of the Egg Donor Contract shall be controlled by the provisions of that agreement. If Intended Parent(s) terminates this Agreement but continues to work with an Egg Donor introduced to Intended Parent(s) by Egg Helpers, the fees due to Egg Helpers hereunder shall remain in full force and effect and Egg Helpers, in its sole discretion, may offer assistance to the Egg Donor if such assistance is requested by Egg Donor, but is under no obligation to do so.

6. Termination by Egg Helpers.

Due to the personal and subjective nature of the egg donation process, Egg Helpers may determine that it is unable to develop a satisfactory professional relationship with the Intended Parent(s) if Intended Parent(s) does not follow Egg Helper's reasonable direction and advice in respect of the egg donation process. Accordingly, and provided that:

- i) the Egg Donor has not undergone transvaginal aspiration or egg retrieval;
- ii) Intended Parent(s) has failed to follow Egg Helper's reasonable direction and advice; and,
- iii) Egg Helpers has made a reasonable attempt in writing to consult with Intended Parent(s) to resolve the issues, Egg Helpers may, in its sole discretion, terminate this Agreement upon 10 days' written notice to Intended Parent(s). In the event of such termination, Egg Helpers shall retain Egg Helpers Fee (plus any expenses incurred by Egg Helpers on behalf of Intended Parent[s]) with no further responsibility or liability on behalf of Egg Helpers.

7. Disclaimers: No Guarantees or Warranties.

Each professional retained by Intended Parent(s) is individually responsible for their own services. Egg Helpers in no way warrants or guarantees that legal requirements have been met or necessary legal documents have been executed, that the Egg Donor is psychologically suitable to be an egg donor, or that any medical procedures performed are suitable or necessary.

Furthermore, Intended Parent(s) understands that Egg Helpers may work with potential egg donors that may have received no medical, psychological, or genetic screening. Upon selection of an egg donor, Intended Parent(s) agrees to pay for all medical, psychological, and genetic screening costs regardless if Egg Donor should pass any of these screenings and regardless of whether or not Intended Parent(s) and Egg Donor have executed the Egg Donor Contract.

Intended Parent(s) acknowledges that in entering into this Agreement they have not relied upon any representations not expressly set forth herein. Intended Parent(s) acknowledges and agrees that this Agreement and any services provided hereunder are subject to the following:

- a) Egg Helpers cannot guarantee or warrant that the Egg Donor will comply with or honour the terms and conditions of any Egg Donor Contract or with the advice of any professionals involved with the procedures as described herein, but Egg Helpers will encourage the Egg Donor to do so. Egg Helpers will not be liable for the performance of any actions or omissions of the Egg Donor.
- b) Egg helpers cannot guarantee or warrant that the Egg Donor will produce any eggs even after stimulation with appropriate medications and/or treatment. Egg Helpers has no control over the ultimate number of eggs which are donate-able or donated by any Egg Donor selected by Intended Parent(s) even after stimulation with appropriate medications and/or treatments, even if such ultimate number is zero.



- c) Egg Helpers cannot guarantee or warrant that any given egg donation will result in a transferable embryo or that the Intended Parent(s) or any given surrogate will in fact conceive a child as a result of an embryo transfer, nor that a child so conceived will be physically and mentally healthy and free of birth and congenital defects or abnormalities.
- d) Egg Helpers cannot guarantee or warrant that this Agreement or any portion thereof, or any Egg Donor Contract or portion thereof, may or will be enforced by any court or administrative or government agency, or that they will be deemed valid or legitimate by any religious group or philosophy. With that acknowledged, Intended Parent(s) and Egg Helpers will act in good faith and with due diligence to enforce and comply with the terms of this Agreement. If a court invalidates certain provisions of this Agreement and the parties shall comply therewith.
- e) Egg Helpers cannot guarantee or warrant any professional engaged by Intended Parent(s) in connection with egg donation process, including without limitation any physician or medical group, legal, counsel, psychologist, or genetics counsellor will provide services satisfactory to Intended Parent(s).
- f) Egg Helpers is not responsible for any costs incurred by Intended Parent(s) for medical expenses. Intended Parent(s) acknowledges that they will be responsible for medical costs incurred by them on their behalf or on behalf of the Egg Donor, whether or not covered by provincial health care programs, and hold Egg Helpers harmless therefor.
- g) Egg Helpers is not acting in a medical capacity. Egg Helpers does not, cannot and will not act in any medical or psychological capacity in relation to the surrogacy procedure or during the Egg Donor's medical or psychological screening or egg donation procedures. Decisions and procedures of a medical or psychological nature will be made or performed by appropriate professionals. The Parties acknowledge that professionals in any given field may have legitimate differences in opinion. Intended Parent(s) agrees to be bound by the reasonable determination made by the professionals retained and whether applicable, by the Egg Donor Contract.
- h) Egg Helpers is not acting in a legal capacity and cannot offer advice on legal problems and implications which may occur from and egg donation procedure nor on the fact that egg donation procedures and Egg Donor Contract may be challenged in Canada.
- i) Intended Parent(s) chooses to participate in the procedures described herein, notwithstanding the risks described above and voluntarily assumes all such risks and any risks associated therewith.

8. Release and Indemnity.

Intended Parent(s) acknowledges and agrees, on behalf of themselves, their respective families, their respective heirs, and their respective personal representative(s), to assume all risks and responsibilities related to the egg donation procedures they have agreed to, as well as all related matters. Intended Parent(s) further acknowledges that Egg Helpers, its representatives or agents may be providing services to Intended Parent(s) and/or other parties in respect of same, but that, in doing so, Egg Helpers does not assume any liability in any manner whatsoever. To the fullest extent permitted by law, Intended Parent(s) releases, exempts, discharges, indemnifies and holds harmless Egg Helpers and its officers, directors, employees, representatives and agents, from and against any present or future claim, loss or liability for injury to person or property which Intended Parent(s) may suffer.

9. Governing Law/Jurisdiction and Venue.

Any Party of this Agreement may demand third Party mediation for any issues they are unable to resolve among themselves. Each Party will be responsible for their own mediation costs. In the event that parties are unable to settle their issues through mediation or if the parties are unable to agree on a mediator, they may submit their dispute to the courts of the province of Ontario. The parties hereby attorn to the exclusive jurisdiction of the courts of the province of Ontario and in the city of Toronto. This Agreement shall be governed by, and interpreted in accordance with, the laws of the province of Ontario and the laws of Canada applicable therein.



10. Confidentiality.

The Parties will, other than as reasonably required to carry out the services set forth herein, and subject to Section 10:

- i) keep confidential all confidential, proprietary and personally-identifiable information to which they are exposed or have access pursuant to this Agreement (collectively, the ‘Confidential Information’), whether possessed within memory or in writing, physically or electronically;
- ii) refrain from, directly or indirectly, disclosing to any person any Confidential Information, except as required by law; and,
- iii) return or destroy all Confidential Information in its possession upon termination of this Agreement, subject to any legal requirement to retain any such Confidential Information.

11. Independent Legal Advice.

Each Party acknowledges, confirms and agrees that it had a reasonable opportunity to seek independent legal advice prior to agreeing to and signing this document, and that no other Party prevented it from seeking such advice. If a Party did not seek did not seek independent legal advice, it did so voluntarily without any undue pressure from anyone and each Party agrees that it shall not use its failure to obtain independent legal advice as a defence to the enforcement of its obligations. Each Party further acknowledges and agrees that it (or, in the case of a Party that is not a natural person, its authorized signatory on its behalf) has read this document carefully and fully understands its terms, after having asked any questions of the other Parties and/or independent legal counsel required. By signing below, each Party accepts the legal obligations contained in this document and acknowledges that its legal rights may be limited. Each Party further agrees that such legal obligations and limits are reasonable and that it (or, on its behalf, its authorized signatory) signs this document freely, voluntarily and without duress.

12. Amendments.

This Agreement may not be modified except by a written agreement executed by the Parties.

13. Binding Agreement.

This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors, assigns, agents, and personal representatives of each Party.

The following is Intended Parent’s final choice:

Egg Donor Database ID #:
Known or Anonymous Donation:

Client

Date

Name

Signature

Name

Signature

Egg Helpers Ltd.

Name

Signature



Schedule 'A'
Breakdown of Anticipated Expenses

(TO BE HELD IN YOUR REIMBURSEMENT ACCOUNT)

Anonymous & Exclusive Cycle

Egg Helpers Agency Fee (plus applicable taxes)	\$4,150.00
Legal Fees - for Intended Parents (Inc. applicable taxes and disbursements)	\$875.00
Legal Fees - for Egg Donor (Inc. applicable taxes and disbursements)	\$875.00
Egg Donors Expenses	*

Total

*Notes:

1. This amount is an approximation of the expenses that Egg Donor could incur.
2. These expenses include, but are not limited to: lost wages, mileage (and other estimated travel expenses), parking, meals, vitamins, feminine toiletries, childcare, note-takers and hotel accommodations.
3. In the event that Egg Donor is required to seek additional medical attention following the egg retrieval as a result of negative side-effects or a difficult recovery from the egg retrieval, Intended Parent agrees to reimburse Egg Donor for her reasonable additional out-of-pockets expenses related to the egg retrieval within five business days of presentation of a doctor's note confirming Egg Donor's medical condition.
4. In the event that Egg Donor is required to travel outside of Canada for the egg retrieval, there will be an additional expense incurred by Intended Parent for travel medical insurance (being approximately \$350).

Known & Exclusive Cycle

Egg Helpers Agency Fee (plus applicable taxes)	\$4,150.00
Legal Fees - for Intended Parents (Inc. applicable taxes and disbursements)	\$875.00
Legal Fees - for Egg Donor (Inc. applicable taxes and disbursements)	\$875.00
Egg Donors Expenses	*

Total

*Notes:

1. This amount is an approximation of the expenses that Egg Donor could incur.
2. These expenses include, but are not limited to: lost wages, mileage (and other estimated travel expenses), parking, meals, vitamins, feminine toiletries, childcare, note-takers and hotel accommodations.
3. In the event that Egg Donor is required to seek additional medical attention following the egg retrieval as a result of negative side-effects or a difficult recovery from the egg retrieval, Intended Parent agrees to reimburse Egg Donor for her reasonable additional out-of-pockets expenses related to the egg retrieval within five business days of presentation of a doctor's note confirming Egg Donor's medical condition.
4. In the event that Egg Donor is required to travel outside of Canada for the egg retrieval, there will be an additional expense incurred by Intended Parent for travel medical insurance (being approximately \$350).



Schedule 'B'
Sample Expense Statement for an Anonymous Cycle

Egg Helpers Ltd.

1005 Elgin Street West, Suite 101
Cobourg, ON K9A 5J4

Date	Activity	Amount	Balance
31-12-2020	Balance forward		0.00
18-01-2021	Invoice #xxxx Egg Helpers Consulting Fees Egg Helpers Ltd. Consulting Fees = \$4,150.00	4,150.00	4,150.00
18-01-2021	Payment	-4,150.00	0.00
26-01-2021	Deposit: [CW]INTERAC E-TRANSFER RECEIVED	-3,000.00	-3,000.00
27-01-2021	Deposit: [CW]INTERAC E-TRANSFER RECEIVED	-3,000.00	-6,000.00
27-01-2021	Deposit: [CW]INTERAC E-TRANSFER RECEIVED	-750.00	-6,750.00
12-05-2021	Invoice #xxxx Donor Travel = \$189.08	189.08	-6,560.92
17-05-2021	Invoice #xxxx Egg Donor Expenses = \$4,800.12	4,800.12	-1,760.80
31-05-2021	Invoice #xxxx Legal Fees = \$875.00	875.00	-885.80
31-05-2021	Invoice #xxxx Legal Fees = \$875.00	875.00	-10.80
31-05-2021	Cheque Expense #xxx: Refund of reimbursement	10.80	0.00
Amount Due:			0.00

**Schedule 'C'****Breakdown of Anticipated Expenses: Rematch****(TO BE HELD IN YOUR REIMBURSEMENT ACCOUNT)****Exclusive Cycle**

Legal Fees - for Intended Parents (Inc. applicable taxes and disbursements)	\$875.00
Legal Fees - for Egg Donor (Inc. applicable taxes and disbursements)	\$875.00
Egg Donors Expenses	*

Total***Notes:**

1. This amount is an approximation of the expenses that Egg Donor could incur.
2. These expenses include, but are not limited to: lost wages, mileage (and other estimated travel expenses), parking, meals, vitamins, feminine toiletries, childcare, note-takers and hotel accommodations.
3. In the event that Egg Donor is required to seek additional medical attention following the egg retrieval as a result of negative side-effects or a difficult recovery from the egg retrieval, Intended Parent agrees to reimburse Egg Donor for her reasonable additional out-of-pockets expenses related to the egg retrieval within five business days of presentation of a doctor's note confirming Egg Donor's medical condition.
4. In the event that Egg Donor is required to travel outside of Canada for the egg retrieval, there will be an additional expense incurred by Intended Parents for travel medical insurance (being approximately \$350).