

Gilkar Ahmed West Gestational Surrogacy Agreement

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CONFIDENTIAL

CONTRACT BETWEEN

INTENDED PARENTS, Nausheen Gilkar and Omar Ahmed

AND

A GESTATIONAL CARRIER, McKenna West

This contract (the "Agreement") is made this 29 day AUGUST, 2025 by and between Nausheen Gilkar and Omar Ahmed, the Intended Parents (hereinafter referred to as "the Intended Parents") of Los Angeles, CA, and McKenna West, the Gestational Carrier (hereinafter referred to as the "Gestational Carrier") of Anchorage, AK. The Intended Parents and the Gestational Carrier are collectively referred to as the "Parties."

WHEREAS, the Intended Parents are individuals over the age of twenty-one (21) years who wish to be the Parents of a Child who is biologically and/or legally related to both of them, and

WHEREAS, the Intended Parents have researched and inquired as to the cost and expenses of gestational surrogacy in the United States and they are prepared financially to commit to the gestational surrogacy process including, but not limited to, medical and IVF expenses, compensation to the gestational carrier, legal fees, and agency fees, and

WHEREAS, the Gestational Carrier, is a healthy, legally competent, individual over the age of twenty-one (21) years who has had at least one previous live birth, is capable of bearing a Child without any unreasonable risk to her physical or mental health or to that of any resulting Child, and who desires to enter into an arrangement and legal agreement by which she will have embryos created from the eggs from an egg donor or the eggs from Intended Mother that have been fertilized with the sperm from the Intended Father or a sperm donor transferred into her uterus via in vitro fertilization and embryo transfer, and

WHEREAS, the Gestational Carrier voluntarily enters into this Agreement with the intention and desire that the Intended Parents of any Child born as the result of this embryo transfer shall have physical and legal custody of such Child, ["Child" as referred to in this Agreement shall include all Children born from embryos successfully implanted pursuant to the procedures outlined in this Agreement], and that the said Intended Parents shall be recognized as the Child's sole, absolute and exclusive legal parents.

NOW THEREFORE, in consideration of the mutual promises contained herein and with the intention of being legally bound by the provisions of this Agreement, the Parties mutually agree and promise as follows:

1. The Gestational Carrier represents that she is healthy, that to the best of her knowledge, she can bear a Child without unreasonable risk to herself or to any resulting Child, physically or mentally, and that to the best of her knowledge, she has no physical or genetic illnesses, abnormalities or traits that are known to adversely affect her own health or the health of any Child that she shall gestate and give birth to.

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2. The Gestational Carrier represents that she is unmarried. The Gestational Carrier further represents that she has had at least one pregnancy and has previously experienced at least one live birth. The Gestational Carrier agrees to promptly inform the Intended Parents of any change in her circumstances which might affect this Agreement or her ability to comply with the obligations and/or representations contained in this Agreement. The Gestational Carrier hereby represents that she shall remain single and that she shall remain as a resident of the State wherein she now resides for the duration of this Agreement.

3. The Intended Parents and the Gestational Carrier understand the purposes and effect of this Agreement and the arrangement contemplated by this Agreement, have read the provisions of this Agreement carefully, have consulted with legal counsel, and they have knowingly and voluntarily entered into this Agreement.

4. The Gestational Carrier agrees to have transferred into her uterus, for the purposes of becoming pregnant, embryos created by the Intended parents using the eggs of the Intended Mother or the eggs of an egg donor and the sperm of the Intended Father or sperm of a sperm donor, at a time and at a place to be designated by a physician chosen and designated by the Intended Parents, until either pregnancy occurs or until this Agreement is terminated. The Gestational Carrier understands and acknowledges that time is of the essence when the Gestational Carrier is notified that the embryo transfer shall take place, and she shall attend the embryo transfer at the time and place designated by the IVF physician chosen by the Intended Parents.

5. It is the intention of the Gestational Carrier and it is her express agreement herein that she is entering into this Agreement with the intention that the Gestational Carrier shall use her diligent and best efforts to become pregnant and to carry and give birth to a Child for the Intended Parents and not for the purpose of having a Child who the Gestational Carrier will raise or with whom she will have a legal or custodial relationship. For purposes of this Agreement the term "Child" shall refer to Children in the event the Gestational Carrier becomes pregnant with a multiple pregnancy. It is the express intention of the Gestational Carrier that the Intended Parents shall assume legal custody, control, and care for the newborn Child(ren) immediately upon birth and that the Intended Parents shall become the legal parents of the Child with all attendant parental rights. The Parties acknowledge and agree that the Intended Parents may, prior to embryo transfer, have their physician conduct PGD (pre-implantation genetic testing) and the Intended Parents shall have sole authority with the advice of their physician to choose the embryos to be transferred to the uterus of the Gestational Carrier.

6.1 The Gestational Carrier agrees that she is entering into this Agreement with the intention that in accordance with the laws of the State of Alaska, she will take whatever steps are necessary to have the Intended Parents named as the custodial and legal parents, to have the Intended Parents named as the legal Parents of this Child on the Child's birth certificate, to remove the Gestational Carrier's name from the Child's birth certificate (if necessary), and to permit the Intended Parents to obtain immediate legal and physical custody of any Child born as the result of this Agreement. The Intended Parents shall retain counsel and initiate and pay the legal fees and court costs in connection with the issues surrounding their legal parentage and placing their names on the birth certificate. The Gestational Carrier agrees to cooperate and attend any required court appearances and/or execute any affidavits and/or court documents necessary to place the Intended Parents' names on the birth certificate. It is the intention of the Parties that the Gestational Carrier shall have no legal, parental, or custodial rights or obligations of any Child conceived pursuant to the terms of this Agreement, and she does not desire or expect to have any formal communications with the Child or the Intended Parents after delivery, unless all Parties agree to the same. The Parties further agree that the laws of the State of Alaska shall govern this Agreement. The forum for any legal proceedings shall be the State of Alaska. If a pre-birth order of parentage is not obtained, the

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Gestational Carrier shall execute an Acknowledgement or Affidavit of Paternity naming the genetic Intended Parent as the legal and custodial Parent and further, the Gestational Carrier shall cooperate and participate as necessary in post-birth procedures to establish the legal parentage of the Intended Parents.

6.2 In the event Gestational Carrier's life circumstances change in any significant respect during the term of this Agreement, Gestational Carrier understands and agrees that she is still bound by the terms of this Agreement and she will cooperate fully in signing all necessary legal documents. Failure to do so in a timely manner shall be a material breach of this Agreement.

7. The Gestational Carrier agrees that the Intended Parents shall name any Child born pursuant to this Agreement and that the Gestational Carrier will take whatever steps are necessary to have the name selected by the Intended Parents placed on such Child's birth certificate.

8. The Gestational Carrier further agrees that because she is entering into this Agreement with the intention of assisting the Intended Parents to have a Child and to create their family, it is in the best interests of the Child for the Intended Parents to exercise all of their rights and privileges with regard to the Child from the moment of birth, including while the Child is still in the hospital and to permit and enable the Intended Parents to be designated as the person(s) authorized to care for the Child in the hospital. The Gestational Carrier will not nurse the Child unless otherwise agreed to, in writing, by the Parties. The Intended Parents shall take full custody and responsibility immediately upon birth for the Child to be born to the Gestational Carrier in furtherance of this Agreement.

9. The Gestational Carrier agrees to notify the Intended Parents as soon as the Gestational Carrier begins to go into labor. If the Gestational Carrier is unable to give such notice to the Intended Parents, she shall instruct another person to provide notice to the Intended Parents that she is going into labor. If the Gestational Carrier is scheduled in advance to give birth on or about a designated date, she agrees to notify Intended Parents of the planned delivery date as soon as she receives notice of the date and provide the Intended Parents with the time and the place at which the delivery is scheduled. The purpose of this notice is to permit the Intended Parents to be present at the birth, to be available to care for the Child as soon as possible after birth, and to be available to be designated as the legal and custodial parents of this Child. The Parties agree that the Intended Parents may attend any or all pre-natal medical examinations and that they may be present in the birthing room to witness the birth of their Child.

10. In order to increase the certainty that any Child born as a result of the procedures contemplated in this Agreement is not genetically related to the Gestational Carrier, the Gestational Carrier agrees not to engage in sexual intercourse for a period of at least three weeks prior and for a three-week period after any attempt at embryo transfer and in accordance with the instructions of the IVF physician. Further, in the event the instructions from the IVF physician differ from the three-week period stated herein for a longer period of abstinence from sexual intercourse, the Gestational Carrier shall follow the instructions of the IVF physician. The Gestational Carrier agrees not to take any other action, which may result in her pregnancy through means other than the embryo transfer contemplated by this Agreement throughout the term of this Agreement.

11. The Gestational Carrier agrees to follow the IVF physician's instructions regarding her level of activity following the embryo transfer. After the embryo transfer, she shall proceed directly home or to her hotel and she shall abide by the IVF physician's instructions regarding limitations on activities and travel. Further, the Gestational Carrier shall continue to follow the instructions of the IVF physician until she is released to her obstetrician for routine maternity care at which time, she shall follow the

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instructions and recommendations of the treating obstetrician. The Gestational Carrier agrees to stay at a hotel close in proximity to the facility where the embryo transfer takes place unless Gestational Carrier lives within 1-hour driving distance from the clinic. If she lives no more than 1-hour driving distance from the clinic, she shall travel directly to her home after the embryo transfer and follow all instructions given to her by the treating IVF physician. Gestational Carrier further agrees that she shall not drive after her embryo transfer until 24 hours post-transfer. She shall have a companion drive her to and from the transfer. Gestational Carrier agrees not to fly home after transfer until after 48 hours after the transfer, or in accordance with the instructions of the IVF physician. In the event the Gestational Carrier must travel greater than a one-hour drive to the reproductive medical clinic, the Intended Parents agree to pay for all travel-related expenses in relation to the testing/transfer/procedure trips, which will include:

1. Hotel accommodations (Gestational Carrier may stay with Intended Parents to avoid hotel costs if she is comfortable with such accommodations).
2. Airfare and baggage fees (one bag per traveler) for Gestational Carrier with receipts.
3. Taxi, rental car, or car service to and from the airport and to and from the hotel/clinic with receipts.
5. A meal allowance up to \$75.00 per day with receipts (for the Gestational Carrier) each day that the Gestational Carrier must stay out of town.
6. Toll fees, airport, hotel and clinic parking fees, and train/bus tickets for Gestational Carrier with receipts. Gestational Carrier also understands and acknowledges that Intended Parents are only responsible for travel-related expenses that are associated with Gestational Carrier performing her obligations under this Agreement. Intended Parents understand and agree that they are responsible for the above-listed expenses and other reasonable travel-related expenses as provided for herein for Gestational Carrier.

12. The Gestational Carrier understands and acknowledges that pregnancy is not a condition to be taken lightly. It entails risks from medication, pregnancy, and the effects of pregnancy on other medical conditions. Medical complications can be caused by the pregnancy as well as from pregnancy's effects upon other non-pregnancy related conditions. For a complete recitation of the complications of pregnancy, or the effects of pregnancy on a given disease or medical condition, it is the responsibility of the Gestational Carrier to discuss these issues with the treating IVF physician or her own obstetrician before signing this Agreement. The Intended Parents agree to pay the reasonable expenses associated with such consultation not otherwise covered by the Gestational Carrier's health insurance policy.

13. The Gestational Carrier understands and agrees that the Gestational Carrier assumes all medical risks associated with the pregnancy and pregnancy-related conditions and complications, as well as the risks of all medical procedures agreed to in this Agreement, both known and unknown risks and complications, including the risk of death, which may be incident to pregnancy, child birth and post-partum complications, and as stated herein, the Gestational Carrier agrees to hold the Intended Parents harmless from any and all liability related to this assumption of medical risks, except for the specified payments as stated in this Agreement, and to release the Intended Parents from any and all claims, demands, damages, losses and liability except for the compensation, reimbursements, living expenses and other fees or compensation specifically listed in this Agreement.

14. The Gestational Carrier further agrees to adhere to all medical instructions given to her by the physician performing the embryo transfer, and all other physicians who may become involved in the procedures described herein. All Parties agree that induction of labor shall be done only if medically necessary.

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15.1 The Gestational Carrier and the Intended Parents understand and acknowledge that not all attempts at embryo transfer result in pregnancy, that several attempts may be necessary, that there is no guarantee that a pregnancy or a pregnancy which goes to full term will result from the attempts for a pregnancy which take place as the result of this Agreement, that there is no guarantee that any pregnancy which does result will produce a healthy Child, and that there is no guarantee that any pregnancy which does result from the embryo transfer will be free from medical complications which may affect the Gestational Carrier's health and/or the health of the fetus.

15.2 In light of all this, the Gestational Carrier agrees to undergo the embryo transfer(s) until she becomes pregnant or until three cycles have been attempted and have been unsuccessful. No more than one embryo shall be transferred at each cycle unless otherwise agreed by Intended Parents, Gestational Carrier, and Reproductive Endocrinologist (IVF physician) at the time of the embryo transfer and such agreement may be verbal. After three unsuccessful attempts at embryo transfer or after one-year from the date of this Agreement, this Agreement shall terminate unless the Intended Parents and the Gestational Carrier all agree in writing to attempt to achieve a pregnancy through additional embryo transfers, or to extend the term of this Agreement.

16.1 If fewer than three unsuccessful attempts have been made or this Agreement is in effect for less than one year, this Agreement shall terminate if, in the opinion of a physician designated by the Intended Parents, the Gestational Carrier is determined to no longer be an appropriate candidate for the procedures outlined herein and the Intended Parents agree with the recommendation of such physician. Written notice of this decision shall be sent to Victoria T. Ferrara, Esq.

16.2 In the event of any termination or cancellation pursuant to Paragraph 16.1, the Intended Parents shall have no further duties or responsibilities pursuant to this Agreement. However, they shall remain responsible for all expenses incurred by and compensation due to the Gestational Carrier pursuant to and directly related to this Agreement until the date of notice of the termination of the Agreement, as well as for all outstanding unreimbursed medical bills related to medical procedures performed as a result of this Agreement provided such procedures were performed prior to the termination of the Agreement.

16.3 Once any embryos are transferred to Gestational Carrier through the IVF/ET process contemplated in this Agreement and a pregnancy results, this Agreement will continue in full force and effect, and may not be terminated by any Party unless a material breach has occurred, but then only with regard to obligations other than the maintenance of a healthy pregnancy and the release of the Child to the Intended Parents as well as the legal processes to ensure that the Intended Parents are designated as the legal parents of the Child, the assumption of responsibility for the Child by the Intended Parents, and the release of any and all legal and parental obligations as to the Gestational Carrier.

17. The Gestational Carrier represents that prior to signing this Agreement she made available a medical history, including prior personal medical and obstetrical records for review by a physician designated by the Intended Parents. The Gestational Carrier agrees and warrants that all information provided was and is truthful and accurate.

18.1 The Gestational Carrier is covered by a health insurance policy providing maternity coverage for a surrogate pregnancy. The Gestational Carrier agrees to remain in the program during the term of this Agreement. If such coverage is terminated for any reason whatsoever during the term of this Agreement, the Gestational Carrier agrees to notify the Intended Parents as soon as she receives notice of termination. The Intended Parents and the Gestational Carrier agree that they shall cooperate to obtain a substitute medical insurance policy to be paid for by the Intended Parents. Gestational Carrier also agrees

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not to take any actions that would result in the cancellation of any health or major medical insurance policy in effect that is to cover any of the medical expenses covered by this Agreement. However, if the cancellation of insurance is due to the acts or omissions of the Gestational Carrier, then she shall be responsible to obtain substitute insurance and, if the substitute insurance is more expensive than the cancelled insurance, the Gestational Carrier shall pay the excess premiums.

18.2 The Gestational Carrier represents that the above-referenced policy of medical insurance is to be utilized for prenatal care, illness, and complications of pregnancy, obstetrical and delivery costs, including major medical and hospitalization coverage and, absent a medical emergency, she shall use medical providers that are within the insurance network. All Parties agree that Gestational Carrier will use such medical insurance to pay for all pregnancy related medical expenses once a pregnancy is achieved. Intended Parents expressly rely upon these representations and do not assume coverage for costs which are currently anticipated to be covered by Gestational Carrier's medical insurance, including but not limited to prenatal care, delivery costs, and/or catastrophic coverage unless medical insurance so denies coverage.

18.3 The Intended Parents shall not be liable for medical bills clearly covered and paid by the Gestational Carrier's health plan. Further, in no event shall the living expenses and/or compensation due the Gestational Carrier under this Agreement be construed as secondary insurance or "Other Health Insurance." Any payments made to the Gestational Carrier are not to be used to pay medical bills and shall not be deemed as an offset to insurance coverage. The Intended Parents are in no way to be characterized as guarantors of medical payments and the Parties do not intend there to be any third-party beneficiaries of or to this Agreement. Therefore, because Intended Parents are not to be characterized as guarantors for payments, Intended Parents shall not be subject to any subrogation claims.

18.4 Intended Parents acknowledge that they have been made aware by Attorney Victoria T. Ferrara of the possibility to purchase a separate surrogate pregnancy insurance policy as either a primary policy or a contingent policy through Art Risk Financial and Insurance Solutions (www.art risksolutions.com) or New Life Agency (www.newlifeagency.com) or a comparable agency as a precautionary measure with regard to medical insurance for the gestational carrier's pregnancy and/or for newborn insurance. In the event the Intended Parents elect not to obtain such an additional insurance policy, they acknowledge that they are making this election knowingly and voluntarily.

18.5 Further, the Intended Parents agree that they shall plan for insurance to cover their newborn Child.

18.6 The Intended Parents and the Gestational Carrier acknowledge herein that they understand that there is no guarantee of medical insurance coverage. Insurance coverage and procedures and insurance contract law are complex matters in surrogacy arrangements and, although diligent efforts are made to ascertain coverage provisions, exclusions, and limitations, the medical insurance company is the ultimate authority regarding insurance coverage and, therefore, no medical insurance guarantees can be made. However, the Parties agree that all Parties shall make all reasonable efforts to utilize the applicable medical insurance policy for maternity coverage. Further, in the event of a denial of insurance coverage, the Intended Parents agree that they shall hire the insurance brokerage firm, Art Risk Solutions, to assist with the insurance appeal. The Gestational Carrier shall cooperate in all reasonable and necessary proceedings regarding the insurance appeal.

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18.7 The Intended Parents shall utilize the insurance brokerage firm, Art Risk Solutions, for insurance service and medical claims management. Art Risk Solutions "claims management" provides personalized assistance for all aspects of the surrogate maternity insurance coverage and payment of the provider bills.

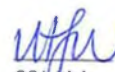
18.8 It is expressly understood and agreed that no attorney representing any Party shall be responsible for evaluating or investigating the existence or extent of any insurance coverage with respect to the conduct contemplated by this Agreement. All Parties have been strongly encouraged to seek advice from a competent insurance professional in evaluating Gestational Carrier's health insurance policy and information regarding backup and supplemental policies.

19.1 The Gestational Carrier represents that she has undergone or will undergo a complete physical evaluation by a physician licensed to perform such services and approved by the Intended Parents and further represents that she has been found to have the physical and psychological capacity to enter into and fulfill the terms of this Agreement. The physical examination shall include all reasonable and necessary testing for medical conditions including, but not limited to, sexually transmitted diseases and a pap smear. The IVF clinic shall conduct clinical testing and examination prior to the first attempt at embryo transfer. Intended Parents agree they are responsible financially for this testing and that the Gestational Carrier's insurance shall not be used for treatment at the IVF clinic.

19.2 Intended Parents and Gestational Carrier warrant and represent that to the best of their knowledge they are medically free from disease or other hereditary medical problems which could cause injury, defect, or disease to the Gestational Carrier or the Child to be conceived as a result of the procedures contemplated herein, or that they have disclosed any such condition and in such a case, they are receiving medical treatment to address the condition. The Parties acknowledge, however, that they cannot guarantee to one another that they are free from any such problems and that a variety of known and unknown factors could adversely affect Gestational Carrier and/or any Child conceived as a result of this Agreement. The Parties acknowledge and affirm that full disclosure has been made to the best of their knowledge. Withholding of information shall result in voiding of this Agreement unless otherwise provided herein, including forfeiture of monies paid or liability for a knowing failure to disclose. Any withholding of relevant information and or any misrepresentations shall be deemed a material breach of this Agreement.

19.3 Gestational Carrier agrees to submit to periodic testing for alcohol, nicotine, and drugs, as requested by any treating physician or the Intended Parents. Intended Parents may request this testing at any time with written notice to Gestational Carrier. Gestational Carrier, Gestational Carrier's obstetrician, and the Intended Parents, along with Attorney Victoria T. Ferrara, are permitted to concurrently receive a copy of the above-mentioned testing results. Such testing, if requested shall be paid for and arranged by the Intended Parents if testing is to be done at any location other than at the attending obstetrician's office. The purpose of this provision is to provide assurances from time to time to the Intended Parents since it is common for Intended Parents to feel that they do not have as much control over the pregnancy as they would have if the Intended Parent were pregnant. It is important for all Parties to maintain mutual respect and consideration and to not misinterpret such a request for testing so that the relationship between and among the Parties remains positive. If a test result comes back positive, this would be deemed a material breach of this Agreement unless there is a good cause explanation provided in writing by a treating physician.

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19.4 Gestational Carrier and the Intended Parents each warrant and represent that neither of them has been convicted of a felony, and, at this time, there are no outstanding warrants for their arrest in connection with an alleged crime.

20. The Gestational Carrier represents that prior to signing this Agreement she has undergone a mental health evaluation by a mental health professional licensed to perform such service, has been counseled concerning the effects of this arrangement, and further represents that she has been found to have the capacity to enter into and fulfill the terms of this Agreement. In the event the Gestational Carrier has not yet gone through a comprehensive psychological evaluation at the time of the signing of this agreement, she agrees that she shall undergo such an evaluation and that the psychologist's approval of the surrogacy arrangement contemplated herein shall be a condition to this Agreement. Any expenses for such testing shall be paid for by the Intended Parents.

21. The Gestational Carrier agrees to permit all the Gestational Carrier's relevant records to be made available to a physician designated by the Intended Parents, along with Attorney Victoria T. Ferrara and Worldwide Surrogacy Specialists, LLC, provided that the disclosure to these Parties does not result in a disclosure of the identity of the Gestational Carrier to unauthorized third Parties or to the public.

22.1 The Gestational Carrier agrees to adhere to all medical instructions given to her by any physician involved in the embryo transfer from the period this Agreement takes effect until twelve weeks after any Child conceived pursuant to this Agreement is born. She also agrees to adhere to all medical instructions given to her by her own independent obstetrician for the same period. She further agrees to follow a pre-natal medical examination and medical treatment schedule set forth by the IVF physician and the treating obstetrician. In the event the Intended Parents request a second opinion from a non-treating obstetrician or a high-risk obstetrician for any pregnancy-related condition, the Gestational Carrier shall cooperate and attend such appointments for second opinions. If treatment recommendations differ from the examining and/or treating obstetrician, the Intended Parents shall have the option to choose which physician's advice to follow and shall notify the Gestational Carrier of their decision. The Gestational Carrier agrees that she shall follow the medical treatment prescribed by the physician selected by the Intended Parents. All Parties agree that induction of labor shall be done only if medically necessary.

22.2 Gestational Carrier shall provide a written authorization to enable the Intended Parents to attend obstetrical visits and the birth. Gestational Carrier shall notify Intended Parents regularly about all aspects of the pregnancy, including, but not limited to status reports, brief updates after medical appointments, the expected delivery date, and any changes thereof, and the plans for the actual delivery. Intended Parents shall have complete and open access to the treating obstetrician and to Gestational Carrier's medical records relating to this pregnancy. The Gestational Carrier shall further authorize in writing that the Intended Parents may obtain all medical records and obtain verbal updates from the Gestational Carrier's physician (said physician to be mutually agreed to by Intended Parents and Gestational Carrier) about all aspects of the pregnancy and treatment contemplated herein. Gestational Carrier agrees to share with Intended Parents, at Intended Parents' request, all medical information related to the embryo transfer, pregnancy, and her medical treatment for the pregnancy. Gestational Carrier agrees to use best efforts to provide a minimum of weekly communication via telephone, text, email, or video chat from the signing of this Agreement through delivery. Further, the Intended Parents shall routinely communicate with the Gestational Carrier in order to facilitate all the above-described communication.

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23. The Gestational Carrier agrees that she shall explain to all medical treatment providers that she is a Gestational Carrier and that she is pregnant with the Child that is to be the legal Child of the Intended Parents. If necessary, she shall explain verbally and in writing to the medical treatment providers that the Intended Parents are authorized to speak with the medical treatment providers and to receive medical records. The purpose of this provision is to ensure that the Intended Parents shall be provided with all information regarding medical treatment and medical services provided to the Gestational Carrier during the period this Agreement is in effect, and that they shall have the opportunity to fully participate in decisions regarding medical treatment related to the pregnancy.

24.1 The Gestational Carrier agrees to make the necessary changes to her lifestyle to ensure a healthy pregnancy, to minimize the risks to her own well-being, and to minimize risks of harm to the unborn Child, including requesting any temporary changes in her present employment situation necessary to remove her from the known presence of chemicals and conditions considered by any federal or state occupational safety agency, or to the IVF physician or treating, obstetrician, to be harmful to pregnant women. The Gestational Carrier further agrees that she shall avoid contact with environmental risk factors to pregnancy including animal feces, kitty litter, contact with animals that may pose a threat to the pregnancy and she shall not handle or be unreasonably exposed to chemical cleansers, pesticides, and paint fumes. During her pregnancy, the Gestational Carrier agrees to avoid high-impact sports and high-risk activities. The Gestational Carrier shall not consume raw, smoked, or undercooked fish and meat (including but not limited to sushi, ceviche, carpaccio), raw or partially cooked eggs (including but not limited to mousse, unprocessed Caesar dressing, unprocessed mayonnaise), mold-ripened soft cheese (including but not limited to brie, camembert, blue cheese, and gorgonzola), unpasteurized dairy products, and any unwashed fruits and vegetables. The Gestational Carrier further agrees to abstain from any high risk sexual conduct which may result in contraction of a sexually transmitted disease by the Gestational Carrier or any unborn Child; and to abstain from the legal or illegal and potentially harmful use of chemicals including, but not limited to, alcohol, nicotine, caffeine (except in permissible amounts as recommended by the IVF physician or treating obstetrician, prescription medication unless necessary (and prescribed or approved by the treating obstetrician or treating IVF physician) for the health of the Gestational Carrier, to abstain from any and all recreational or "street" drugs whether legal or illegal, to abstain from over-the-counter drugs and medications unless they can be safely taken by a pregnant woman (and they are prescribed or approved by the treating obstetrician or treating IVF physician), and to avoid using health and beauty products (including but not limited to hair dye) that pose a risk to pregnant women and or the unborn Child carried by the pregnant woman. When in doubt about a particular substance or conduct, the Gestational Carrier agrees that she shall discuss the use of the substance or the conduct in question with her treating physician or the treating IVF physician, and she will abide by the physician's recommendation. In the event it is determined that Gestational Carrier is found to be in breach of her obligations under this paragraph and/or is found to have participated in actions which directly result in a negative impact on the pregnancy, such action shall be deemed a material breach of this Agreement, and the Intended Parents' financial obligations to the Gestational Carrier shall cease and the Gestational Carrier agrees that she shall immediately become obligated to reimburse the Intended Parents for all monies directly paid to her and paid on her behalf, including medical expenses paid on her behalf or any other costs incurred by the Intended Parents in furtherance of this Agreement.

24.2 ~~Regarding her work shifts, the Gestational Carrier agrees that she shall not accept night shifts unless this is approved in writing by the IVF physician and the treating physician.~~

intentionally omitted except that GC will follow doctor's instructions regarding night shift work

25. Except as provided herein, the Gestational Carrier agrees that it is her intention that she will not terminate the pregnancy or attempt to terminate the pregnancy she is carrying pursuant to this Agreement once the embryo is implanted except, if in the professional medical opinion of the physician approved by the Intended Parents or her own independent obstetrician, such action is necessary to protect

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a serious, grave, and life-threatening risk to her own physical health. No such termination shall occur unless and until all Parties are notified and all Parties can review medical records and obtain second opinions should they wish to do so unless the medical condition is an emergency and there is no time for second opinions. Further, the Parties hereto, as stated above, agree that there shall be a termination of the pregnancy for a fetal abnormality as determined by a physician designated by the Intended Parents if the Intended Parents request a termination of the pregnancy. The Gestational Carrier agrees to terminate the pregnancy if, so requested by the Intended Parents in writing. The Gestational Carrier agrees that she has carefully considered the issue of termination of the pregnancy, has discussed it with the psychologist in her psychological evaluation, and she is clear and knowing in her intention to abide by the request of the Intended Parents concerning the termination of the pregnancy. If the Gestational Carrier violates the terms of this Paragraph, this shall be deemed a material breach of this Agreement and the Intended Parents' financial responsibility to the Gestational Carrier shall cease. In addition, Gestational Carrier agrees and acknowledges that she shall immediately reimburse Intended Parents for all monies paid directly to her or on her behalf, and the Gestational Carrier shall be liable for additional monetary damages in the event the Intended Parents suffer losses beyond the said reimbursement as determined by court of competent jurisdiction. The Parties acknowledge and understand that they are required to follow the law regarding termination of pregnancy in the State where the Gestational Carrier resides. If a termination is necessary and/or requested by the Intended Parents, and such termination is not possible in the State where the Gestational Carrier resides, she agrees that she shall travel, at the Intended Parents' expense, to another State in the United States in order to legally undergo the pregnancy termination procedure.

26.1 While pregnant, the Gestational Carrier agrees to undergo **medically-necessary** tests, at the request of the Intended Parents, amniocentesis, fetal DNA blood test, and/or other tests designed to detect genetic and congenital defects, as selected and conducted by a physician designated and approved by the Intended Parents. The Gestational Carrier and the Intended Parents understand that it is their responsibility to speak with either the IVF physician or the treating obstetrician about the fetal DNA blood test, risks of any such tests, prior to the performance of those tests. If these tests reveal that the fetus(es) is/are suffering from a fetal abnormality, or there is a risk to the viability of the pregnancy, the Gestational Carrier and the Intended Parents have mutually agreed that selective reduction and/or termination shall be performed if requested by the Intended Parents in writing. The Intended Parents may choose to terminate based on the recommendation of their designated physician. Further, the Gestational Carrier, upon the written recommendation of the treating physician, may elect a termination of the pregnancy or a selective reduction if such procedure is necessary to protect the Gestational Carrier from grave and life-threatening risk. Such determination and decision for either the termination of the pregnancy or for selective reduction may not be made unless it is with consultation with the treating obstetrician and with an opinion and recommendation from a high-risk obstetrician designated by the Intended Parents.

26.2 The Gestational Carrier acknowledges that she has seriously considered these issues, and she has discussed these issues with the psychologist who conducted her psychological evaluation, and that she is ready, willing, and able to comply with the wishes, desires, and requests of the Intended Parents regarding the pregnancy, and especially regarding the issue of selective reduction and/or termination of pregnancy.

27.1 Due to the impending changes and potential changes to the law relating to termination of pregnancy and selective reduction, all Parties agree that the terms set forth in this Agreement shall be kept in strict confidence as all other protected health and medical information of the Parties, and they shall not disclose any information regarding any potential termination or selective reduction procedure to any individual who is not a party to this Agreement, or to any individual who is not a medical professional

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associated with the furtherance of this Agreement, the medical care of the Gestational Surrogate or the medical care of the fetus. Any unauthorized disclosure of information relating to selective reduction and/or termination of the pregnancy shall be a material breach of this Agreement. All Parties acknowledge, understand, and agree that neither the Intended Parents, nor the Gestational Surrogate's attorneys are giving any legal advice, encouragement, or assistance to any of the Parties regarding any selective reduction and/or termination decisions or arrangements. Intended Parents agree to accept custody and assume sole financial and legal responsibility for the Child, immediately upon the Child's birth regardless of the Child's physical, mental, genetic and or congenital abnormalities or defects.

27.2 The Intended Parents agree and acknowledge that they have seriously considered the issues of selective reduction and termination of pregnancy and that they will seek out and consider expert medical advice prior to making such decisions. Further they are aware and they acknowledge that the decision to terminate the pregnancy and/or to do a selective reduction is a very serious request to make of the Gestational Carrier and they will take all necessary and reasonable steps to make sure that the Gestational Carrier has the medical care and treatment necessary to address the Gestational Carrier's medical needs.

28. Gestational Carrier agrees to execute any necessary hospital document(s) and authorizations, and legal documents to enable the Child's medical treatment, upon birth, to be determined solely by Intended Parents, or their designated proxy, including any decisions as to life support or other extraordinary medical treatment decisions, and for the Child to be discharged directly to the exclusive care and custody of the Intended Parents at the earliest point medically appropriate for the Child, regardless of whether Gestational Carrier remains in the hospital or is herself then released. Any contact between the newborn and the Gestational Carrier shall be at the discretion of the Intended Parents. Intended Parents agree that they shall consider spending time together with the Gestational Carrier and the newborn during the hospital stay at the time of the birth.

29. The Gestational Carrier agrees to make diligent efforts and take all reasonable steps to give birth to any Child carried pursuant to this Agreement in the State where she resides. The Gestational Carrier understands and acknowledges the importance legally that she gives birth in her State of residence for the Intended Parents to access the laws of this State to establish their legal parentage. In the event of a change in the law of the State of residence, the Parties shall confer with their lawyers and shall accommodate the best plan as advised by their lawyers to establish the legal parentage of the intended Parents. The Gestational Carrier agrees to remain in an area no greater than 75 miles from her residence (and not outside of the U.S. State wherein she resides) from 32 weeks pregnant until delivery for an uncomplicated singleton pregnancy or 26 weeks for a multiple pregnancy. If there is a family death or major illness that requires Gestational Carrier to travel after 26 for multiples or 30 weeks for singleton, Gestational Carrier shall obtain written approval from her treating obstetrician and she shall inform the Intended Parents before such travel arrangements are made and undertaken.

30. At the Intended Parents' request, the Gestational Carrier agrees to undergo parentage testing according to a standard methodology approved by the Intended Parents. If it is determined that the Gestational Carrier is the genetic parent of such Child by such testing, the Intended Parents shall be released from all duties and obligations pursuant to this Agreement and further, the Gestational Carrier shall reimburse and return all monies and expenses paid to her and on her behalf by the Intended Parents.

31. The Intended Parents understand that not all attempts at embryo transfer result in pregnancy, that several attempts may be necessary, that there is no guarantee that pregnancy which goes to full term will result from the attempts which take place as the result of this Agreement, that there is no guarantee that any pregnancy which does result will produce a healthy Child, and, further, that there is no

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guarantee that any pregnancy which does result from embryo transfer will be free from medical complications which may affect the Gestational Carrier's health. The Intended Parents acknowledge herein that surrogacy is a complex mode of achieving parenthood, and that there is medical, legal and insurance issues that are necessarily involved in any surrogacy journey. The Intended Parents acknowledge that there are no guarantees of a successful embryo transfer, a healthy pregnancy, and that there are legal risks, financial risks, and insurance risks that they are undertaking in this process.

32. Recognizing that it is possible that a Child born pursuant to this Agreement may not be healthy or free from birth defects or physiological abnormalities, the Intended Parents agree to assume legal responsibility and physical custody for any Child born pursuant to this Agreement unless it is determined that the Child is genetically related to the Gestational Carrier. Providing that the Gestational Carrier is not genetically related to the Child and that they have complied with the terms of this Agreement, the Intended Parents hold the Gestational Carrier harmless and releases from losses and damages resulting from any such unfavorable pregnancy outcomes.

33. It is understood and agreed by all Parties that all decisions related to the newborn Child(ren) immediately upon the birth and at all times after the birth shall be made by the Intended Parents.

34. If the Gestational Carrier is placed on life support and the pregnancy remains viable, it is her intention to be kept on life support until the Child is delivered or the pregnancy is no longer viable. The Gestational Carrier's legal representative shall be advised of this provision and will make all reasonable and necessary decisions regarding medical treatment for the Gestational Carrier that will hopefully maintain the viability of the pregnancy. In such a serious situation, the Parties agree that they shall make best efforts to work together and cooperate to assure the comfort of the Gestational Carrier, and to obtain medical treatment that will bring a healthy newborn into the world.

35.1 The Intended Parents agrees to pay the Gestational Carrier's living expenses by way of the expenses specified herein incurred by the Gestational Carrier in connection with this Agreement. The Gestational Carrier agrees to use best efforts to minimize out-of-pocket expenses related to this surrogacy as she is aware that surrogacy is a costly process for the Intended Parents. The Gestational Carrier shall always act in good faith and apply good faith and standards of reasonableness as they relate to potential expenses that may be incurred with relation to the surrogate pregnancy contemplated herein.

35.2 The expenses for which the Intended Parents will be responsible for are limited to the following expenses as stated specifically herein.

A. All medical, hospital, pharmaceutical, and laboratory expenses related to the Gestational Carrier's pregnancy or efforts to become pregnant which are not covered or allowed by her present health and major medical insurance or by the policy of insurance obtained by the Intended Parents for the Gestational Carrier, provided that these expenses are incurred within six (6) weeks after the birth or miscarriage of any Child or fetus conceived pursuant to this Agreement, and further provided that the Gestational Carrier maintains her current medical insurance by way of her own personal policy of medical insurance and/or the policy of medical insurance procured by the Intended Parents for maternity insurance coverage, and further provided that the Gestational Carrier first makes a reasonable, good faith effort to have these expenses paid for by the applicable insurance company. In no event will the Gestational Carrier be reimbursed for any expenses incurred more than six (6) weeks after the birth or miscarriage of any Child or fetus conceived pursuant to this Agreement so long as the Gestational Carrier has been released from medical care by the attending obstetrician or the IVF physician but no longer than four (4)

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months after said birth or miscarriage. If the Gestational Carrier is unable to obtain reimbursement for certain medical expenses from the medical insurance plan, the Gestational Carrier agrees to authorize the Intended Parents to follow-up for insurance reimbursement and to file any appeals that may be necessary if insurance coverage is denied for the Gestational Carrier's medical expenses, and the Gestational Carrier agrees to cooperate in such efforts, claims and/or appeals for insurance coverage. The Parties agree and acknowledge that nothing in this Agreement shall be construed to create a legal obligation for the Intended Parents to pay for services clearly covered under the Gestational Carrier's health insurance plan. Further, the Intended Parents shall not be liable for any pre-existing conditions that the Gestational Carrier may have had for which insurance coverage is denied. In the event of a question regarding a preexisting medical condition and medical treatment not covered by insurance, the Parties shall seek an opinion from a mutually agreed upon obstetrician or other specialist who treats the said condition. Intended Parents understand that Gestational Carrier's insurance is not to be used for any medical treatment at the reproductive/IVF clinic and shall begin to be used when the Gestational Carrier begins treatment with her treating obstetrician (approximately 10-12 weeks gestation). The Intended Parents shall pay all unreimbursed medical bills within thirty (30) days of their receipt of the bill. The Intended Parents shall not allow any bills to go into a collection status. In the event such medical bills go unpaid for longer than thirty (30) days from the Intended Parents' receipt of the bill, this shall be deemed a material breach of this Agreement and the Gestational Carrier shall be entitled to damages and losses as may be determined by a Court of competent jurisdiction.

B. The cost of all preliminary medical, physical, and mental health examinations, genetic testing, and all parentage testing required by this Agreement, required by the treating physicians, and/or requested by the Intended Parents.

C. A maternity clothing allowance of \$750.00 to be paid at the 12th week of pregnancy (no receipts are required) and an additional allowance of \$250.00 to be paid at the 16th week of pregnancy in the event the Gestational Carrier is pregnant with multiples.

D. The sum of \$500.00 upon the signing of this Agreement.

E. A non-accountable monthly allowance of \$300.00 commencing the first of the month after the gestational carrier's embryo transfer procedure at the IVF clinic, and continuing on or about the first of every month thereafter (unless otherwise provided herein), through four weeks post-partum, to cover the following expenses, including but not limited to:

1. Mileage, tolls, and parking for routine medical appointments. If the mileage exceeds one hundred [100] miles roundtrip from the Gestational Carrier's residence; the difference of mileage over 100 miles will be reimbursed at the Federal Reimbursement rate, up to \$500.00 per trip. Mileage, tolls, and parking for testing/transfer/procedure trips, shall be covered under paragraph 11.

2. Local transportation, if GC is not driving, for routine medical appointments (OB office, monitoring, etc.). Transportation for testing/transfer/procedure trips shall be covered under paragraph 11.

3. Childcare and lost wages for routine medical appointments (OB office, monitoring, etc.). Childcare & lost wages for testing/transfer/procedure trips at IVF clinic shall be covered under 35.2 F and G below.

4. Non-prescription medications, vitamins, and supplements, unless prescribed as part of the IVF clinic's medical protocol.

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6. Any miscellaneous or out of-pocket expenses not stated above that arise in connection with this Agreement unless otherwise provided herein. Items covered under this allowance will not be separately reimbursed elsewhere under this Agreement.

F. Housekeeping during periods of physician-ordered bed or work restriction rest at the rate of \$150 per week during periods of physician-ordered bedrest or work restriction as well as for two weeks post-delivery, and childcare that is in addition to her normal and usual childcare during periods of physician-ordered bed rest or work restriction, and/or travel for the testing/transfer trip(s), and/or hospitalization at the time of the birth at the rate of up to \$10/hour, not to exceed \$150 per 24-hour period and only when Gestational Carrier's child(ren) would not already be in school or daycare. The combined limit of housekeeping and childcare expenses shall not exceed the total sum of \$2,000 and for reimbursement to be made, Gestational Carrier shall provide an itemized statement and with receipts.

G. Actual lost earnings in the amount the Gestational Carrier's current earnings at the time a claim is made during periods of written physician-ordered bed rest or written physician-ordered work restriction, medically-necessary days off for pre-cycle testing, embryo transfer, or medically-necessary procedures if travelling out-of-town, hospitalization for the birth, or for a medically-necessary invasive procedure, and/or uncontested court proceedings directly related to the surrogacy and establishment of the Intended Parents legal parentage, and for post-birth lost wages for four weeks post vaginal delivery or six weeks post C-Section. Regarding claims for lost wages due to physician-ordered bed rest or physician-ordered work restriction, the Gestational Carrier shall only be reimbursed upon written confirmation from the treating obstetrician that bed rest is necessary and, further provided that, in the event the Intended Parents question the need for bed rest, they may seek a second opinion from an obstetrician designated by the Intended Parents. The Gestational Carrier agrees that she shall provide verification with proof of lost wages or lost time from employment and provide a copy of the paystub or other verifiable proof for the period she is requesting reimbursement before reimbursement is made, and if no verification is provided, such lost wages shall not be due to the Gestational Carrier.

H. In the event the Gestational Carrier has disability insurance that applies for pregnancy, she shall take all necessary steps to apply for such disability insurance and she shall provide the Intended Parents' attorney with a copy of such application and the award letter once approved/denied. Lost wages shall not be paid until there is a decision and determination of the disability payments which shall then be an offset from lost wages due from the Intended Parents as per this Agreement.

I. Any legal expenses incurred by the Gestational Carrier in connection with entering into this Agreement and the negotiation thereof, not to exceed the estimated amount of \$2,500.00 (this is an estimate and is to be settled upon the retention of the Gestational Carrier's Attorney).

J. Other potential expenses (all reimbursements such as payments for invasive procedures must be specified herein):

1. \$5,000 for C-section
2. \$2,000 for Termination
3. \$2,000 for Selective Reduction
4. \$500 for Invasive Procedure not listed here (per any procedure requiring anesthesia or overnight hospital stay)¹

¹ Note that payment for invasive procedures begins after Gestational Carrier is fully qualified as surrogate. For example, if she needs a procedure such as polyp removal in order to qualify, this will not trigger payment for invasive procedure.

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5. \$1,000 for Amniocentesis
6. \$500 for D&C/D&E
7. \$5,000 for Partial Loss of Reproductive Organs
8. \$10,000 for Full Loss of Reproductive Organs
9. Up to \$1,000 for Psychological Counseling and Support (during pregnancy/post-birth to be paid only upon submission of receipts or invoices)

K. Embryo Transfer Fee: Upon completion by Gestational Carrier of all steps up to the medical procedure for the transfer of Intended Parents' embryo(s) into her uterus, she shall receive the sum of One Thousand Dollars (\$1,000.00). If more than one embryo transfer is attempted, Gestational Carrier will be paid \$1,000.00 for each subsequent transfer (or all steps leading up to the transfer as stated above). However, if Gestational Carrier's cycle is cancelled due to the fault or actions of the Gestational Carrier, no fee will be due. If the Gestational Carrier's cycle is cancelled after the start of medication, through her own fault, she will return any fees that have been paid to her to date unless there is good cause for the cancellation (good cause to be determined by the IVF physician). If a pregnancy does not result from any transfer attempt, through no fault of Gestational Carrier, such sum(s) will represent full compensation to Gestational Carrier for her efforts. If any transfer results in a pregnancy, the payment for that transfer (\$1,000.00) is in addition to the first payment due under Paragraph 36 below (the payment schedule).

35.3 The Parties agree that, to the extent that they become aware that any reimbursement of any expense item is likely to contravene any applicable state or federal statute or court decision that might govern the terms of this agreement, such expense shall not be reimbursed. Any Party shall advise all other Parties of such information upon receipt. Further, the expenses paid herein are not to be construed as taxable income in any form unless otherwise required by government authorities. The Parties agree that they shall obtain their own independent tax advice if they elect to do so but that the expenses and reimbursement made to the Gestational Carrier herein shall not be the subject of an IRS 1099 and such expenses and reimbursement are for living expenses and/or for pain and suffering. Further, all Parties understand and agree that the Intended Parents' reimbursements and payments as stated in this Agreement do not constitute "Other Health Insurance" and that this Agreement does not identify specific amounts of money to be allocated to Gestational Carrier's health care coverage. Nothing in this Agreement shall be construed to create a legal obligation for the Intended Parents to pay for services clearly covered under the Gestational Carrier's health insurance policy.

35.4 All procedure expense payments due to the Gestational Carrier shall be processed on the first of the month following the procedure.

36. Pursuant to the outlined terms below, the Intended Parents hereby agree to reimburse Gestational Carrier Sixty Thousand (\$60,000.00) Dollars for living expenses in accordance with the schedule outlined below. Receipts are not required for reimbursement under this numbered paragraph. The payments will begin and continue for the duration of the pregnancy and will be made during the first week of the month following the confirmation of pregnancy schedule stated below as follows:

A) Confirmation of Pregnancy broken down as follows:

- I. \$3,000.00 is due upon confirmation of pregnancy via second positive serum Beta-hCG pregnancy test with results of 300 or more and confirmation from the treating IVF physician that the Gestational Carrier is pregnant and the hormone levels are increasing as expected in a confirmed pregnancy. In the event the treating IVF Physician determines the levels are not

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increasing as expected in a healthy pregnancy, no payment shall be due until treating IVF physician confirms fetal heartbeat via ultrasound as described hereunder;

- II. \$3,000.00 is due upon confirmation of fetal heartbeat as expected in a healthy pregnancy via ultrasound from the treating IVF physician. The payment for confirmation of fetal heartbeat is in addition to the first payment due under Paragraph A (I) above.
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| B) First Month: (to be paid on the first of the month after the payment at time of fetal cardiac activity) | \$6,000.00 |
| C) Second Month: | \$6,000.00 |
| D) Third Month: | \$6,000.00 |
| E) Fourth Month: | \$6,000.00 |
| F) Fifth Month: | \$6,000.00 |
| G) Sixth Month: | \$6,000.00 |
| H) Seventh Month: | \$6,000.00 |
| I) Eighth Month: | \$6,000.00 |
| J) At time and birth and when delivery of Child occurs: | \$6,000.00 |
| Total: | \$60,000.00 |

37.1 In the event that it is confirmed via a visible heartbeat that the Gestational Carrier is carrying more than one fetus, the Gestational Carrier will receive an additional Ten Thousand (\$10,000.00) Dollars (per multiple) for living expenses, and the reimbursements will then be paid as an additional equal monthly payment added to the above-stated schedule in Paragraph 36. If the Gestational Carrier loses a multiple or if a selective reduction is performed, the payments shall revert to the original amount for a single fetus.

37.2 If the Gestational Carrier becomes pregnant with a multiple birth and during the pregnancy has a miscarriage, or terminates per physician orders or Intended Parents request, she shall be entitled to retain the full month's payment for the month of the procedure or miscarriage.

38. For delivery prior to 32 weeks for a singleton or 30 weeks for a multiple pregnancy, live birth or otherwise, the Gestational Carrier, providing she has complied with the terms of this Agreement, is entitled to retain, or be paid, all payments she has received, or become entitled to, to date according to the above schedules, as applicable. However, all additional payments according to the above schedules shall cease and Gestational Carrier shall not be entitled to the payments for the months she has not carried or the final payment after delivery. Delivery on or after 32 weeks for a singleton or 30 weeks for a multiple pregnancy will result in the full amount due as per the schedule of payments stated above, whether live birth or otherwise.

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39. In the event the Gestational Carrier materially breaches any of her obligations under this Agreement, she agrees that all payments made to her as well as all payments made on behalf of the Gestational Carrier for purposes of achieving a pregnancy shall be immediately paid and reimbursed by the Gestational Carrier to the Intended Parents. A breach of this Agreement shall occur by any of the following acts including, but not limited to:

A. If the Gestational Carrier fails or neglects to follow the medical calendar and the medication protocol directed by the IVF physician; or

B. If Gestational Carrier does not follow the medical instructions or the pre-natal examination schedule contemplated by this Agreement, and/or creates or exposes the pregnancy to a dangerous situation, substance or activity causing harm, miscarriage, or stillbirth; or

C. If the Gestational Carrier willfully terminates the pregnancy (or undergoes selective reduction) at any time under circumstances other than those contemplated by this Agreement; or

D. If Gestational Carrier refuses to terminate the pregnancy when requested by Intended parents in accordance with this Agreement; or

E. If the Gestational Carrier attempts to interfere with the Intended Parents' custody of and legal rights to the Child or Children.

40. Intended Parents shall pay the premiums to obtain life insurance for the Gestational Carrier in the amount of \$500,000.

41. The Gestational Carrier hereby agrees and acknowledges that the Intended Parents shall not be responsible for: (1) any expenses relating to emotional or mental conditions or problems of the Gestational Carrier, whether causally connected to the surrogate pregnancy; (2) general damages and losses as well as incidental and/or consequential damages; or (3) any other expenses, fees, damages, and/or losses not specifically included and designated in this Agreement. The Gestational Carrier hereby releases and holds the Intended Parents harmless from all losses and damages that the Gestational Carrier or her Children, assigns and/or beneficiaries sustain or may sustain as a result of the surrogacy arrangement and pregnancy contemplated herein except for the fees and expenses expressly stated in this Agreement.

42. Prior to the Gestational Carrier becoming pregnant or after the miscarriage or termination of a pregnancy, this Agreement may be terminated and cancelled under any of the following conditions:

A. If, in the opinion of the treating IVF physician, the Gestational Carrier is no longer a medically suitable candidate for a surrogate pregnancy, then this Agreement may be terminated by the Intended Parents, through written notice to Victoria T. Ferrara Esq. of this decision; or

B. If a physician designated by the Intended Parents, or the mental health professional who evaluates the Gestational Carrier, recommends, or determines that the Gestational Carrier is not or is no longer a good candidate to carry out the purposes of this Agreement, then this Agreement may be terminated by the Intended Parents, through written notice to Victoria T. Ferrara, Esq. of this decision; or

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C. If the treating IVF physician or the mental health professional who evaluated the Intended Parents determine at any time before the Gestational Carrier becomes pregnant that one or both Intended Parents is/are not [a] good candidate(s) to carry out the purposes of this Agreement, then this Agreement may be terminated by the Gestational Carrier, through written notice to Victoria T. Ferrara, Esq. of this decision; or

D. If the Gestational Carrier experiences serious or significant unforeseen life changes, such as serious changes in her health, relocation due to her employment, or other severe circumstances that would render her unable to productively perform the obligations under this Agreement, she may terminate this Agreement for good cause, in writing with the cause explained in writing to Attorney Victoria T. Ferrara. Good cause shall be defined as serious health conditions of the Gestational Carrier or a member of her immediate family, death of a member of the Gestational Carrier's immediate family, or relocation of the Gestational Carrier due to involuntary change of employment, to a State where surrogacy is prohibited. If the Gestational Carrier terminates this Agreement without good cause, she shall reimburse the Intended Parents for any fees paid directly to her such as monthly allowance or procedure fees, etc.

43. In the event of any termination or cancellation pursuant to Paragraph 42, the Intended Parents shall have no further duties or responsibilities pursuant to this Agreement. The Intended Parents shall remain responsible for all expenses incurred by the Gestational Carrier pursuant to this Agreement until the date upon which she receives notice of the termination of the Agreement.

44. Prior to the Gestational Carrier becoming pregnant or after a termination or loss of pregnancy, the Intended Parents may terminate this Agreement at their discretion without giving notice of the reason for this decision by: (a) providing written notice of this decision to Victoria T. Ferrara, Esq. and (b) paying all the expenses incurred to date by the Gestational Carrier pursuant to this Agreement.

45.1 In the event that the Child is miscarried, stillborn, or a termination of pregnancy is performed in accordance with the terms of this Agreement, the Gestational Carrier shall be entitled to and shall receive reimbursement for the expenses she has already incurred pursuant to this Agreement, provided that the miscarriage or stillbirth is not the result of negligence or willful misconduct on the part of the Gestational Carrier.

45.2 In the event the Intended Parents predecease the birth of any Child born as a result of this Agreement, NAZIR GILKAR of LOS ANGELES, CA shall be designated as said Child's sole guardians and shall take immediate physical custody of said Child. The Gestational Carrier agrees to take whatever steps are necessary to permit said guardians to be named the lawful guardians and to obtain legal custody of such Child, and for the Intended Parents to be named as the legal Parents of the Child.

45.3 In such event, Intended Parents agree that their estates shall assume responsibility for their financial obligations to Gestational Carrier under this Agreement.

45.4 In the event of the Intended Parents' death, all references in this Agreement to Intended Parents shall be read to refer to the Guardians.

45.5 If the Intended Parents separate or divorce prior to the birth of the Child, custody will be with one of the Intended Parents, as decided by them or by a Court of competent jurisdiction. If there is no decision as to custody at the time of the birth of the Child, the Intended Parents agree that they shall have joint legal custody and that they shall cooperate with each other to make arrangements that will be in

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the best interests of the Children. If they cannot agree, they shall participate in an emergency binding arbitration with a family law attorney chosen by Attorney Victoria Ferrara in the State of the residence of the Intended Parents who shall decide and recommend a temporary parenting plan to the Intended Parents. The Intended Parents agree that they shall abide by the recommendation of the said family law attorney.

45.6 In the event that one of the Intended Parents predeceases the birth of the Child, the Child shall be placed in the custody of the surviving Intended Parent.

46. If the Child is stillborn or dies prior to the establishment of legal parentage by the Intended Parents, the Parties agree that the Intended Parents will assume all financial responsibility for the Child's medical expenses, funeral arrangements, and burial.

47.1 The Parties to this Agreement understand and acknowledge that surrogacy is a complicated area of the law. Each State in the United States has different surrogacy laws and procedures and some of the laws and procedures are changing and evolving currently. Further, some States have different procedures and policies even within their various jurisdictions in the State. The Parties agree and acknowledge that the professionals involved in assisting them will do everything possible to achieve the desired outcome, i.e., establishing the legal parentage of the Intended Parents in the most efficient and least intrusive procedural manner. However, the Parties acknowledge that they are aware that expected procedures may change and legal models may change and the Parties will then follow the recommendations of their chosen professional team to assist them in a way that will achieve the legal goals as contemplated in this Agreement. Although surrogacy is legal and permitted in many U.S. States, because of the lack of uniformity in the laws, and because of a possible lack of experience of the judicial system, it cannot be guaranteed what the Court system will do in response to any questions or requests brought to it as a result of the arrangement which results from this Agreement.

47.2 Therefore, it is understood by the Parties to this Agreement that no one can guarantee whether, or to what extent, the appropriate legal authorities will sanction or enforce this Agreement or any of its provisions or any aspect of the procedures contemplated herein. Further, no one can guarantee to what extent, the appropriate legal authorities will recognize or enforce the Parental rights of the Intended Parents; nor can anyone guarantee whether, or to what extent, the appropriate legal authorities will hold the Gestational Carrier or the Intended Parents responsible for the support of any Child born as the result of the procedures contemplated herein or grant to such Child the right to inherit from said Gestational Carrier's estate or said Intended Parents' estate upon the death of any of them if they die without leaving a Last Will and Testament. None of the foregoing is inserted herein to create anxiety for the Parties to this Agreement as it is well established that numerous Intended Parents have gone through surrogacy journeys successfully and have been able to establish their legal parentage, and, as stated, the professional team will assist the Parties in guiding them to a successful outcome. However, this information is provided to the Parties for the purpose of being realistic and bringing an awareness to the Parties of the complexity of surrogacy arrangements. In the unlikely event that a court asserts child support obligations on the Gestational Carrier, the Intended Parents will be responsible for said obligations, will waive or report satisfied any such obligations or reimburse the gestational carrier for such expenses if they are not waivable, as such obligation could affect the Gestational Carrier's finances and credit. Intended Parents agree that Gestational Carrier's name on any insurance form, hospital document, birth certificate application, or birth certificate shall not be used to establish or confirm their parental status unless otherwise agreed to herein or unless done for a reasonable purpose such as a purpose regarding insurance coverage.

48. In the event that guidelines, laws or procedures are promulgated by relevant legislation or judicial decision(s) which regulate or purport to regulate gestational surrogacy and or the rights and

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obligations of Intended Parents or which would govern some or all of the provisions of this Agreement, the Parties hereto shall forthwith adopt written amendments to this Agreement, which will result, in the opinion of counsel for the Intended Parents and the Gestational Carrier in this Agreement complying with such guidelines, laws or procedures.

49.1 The Parties acknowledge that to properly effectuate the terms of this Agreement, the Parties must disclose information of a personal and confidential nature to each other. The Parties mutually promise that this information will be held in the utmost confidence and privacy. It is agreed between the Parties that the best interests of any Child(ren) born pursuant to this Agreement is best served by strict protection of each other's right to privacy. The Gestational Carrier agrees and acknowledges that it is in the sole discretion of the Intended Parents to inform the Child(ren) of the circumstance of her/his/their birth, and the Gestational Carrier will never attempt to interfere in this primary responsibility and right of the Intended Parents.

49.2 The Parties agree that they will not provide, nor allow to be provided, any information to the public, news media, online media, social media, video, television, radio, newspapers, journals, or any other media, or any other individual regarding: (1) the names, whereabouts, age, race, vocation or any other identifying factors of the Intended Parents and/or any Child(ren) born from this Agreement without the express written permission and consent of all other Parties, (2) the names, whereabouts, age, race, vocation or any other identifying factors of the Gestational Carrier from this Agreement without the express written permission and consent of all other Parties or (3) the text, substance, terms or format of this Agreement. The Parties understand that confidentiality described herein does not prohibit speaking with friends, relatives, or other such persons about their own involvement in the gestational surrogacy arrangement. Such conversations are permitted, and do not constitute a breach of confidentiality, provided that the identity of, or other specific information about, the other Party is not disclosed, and provided further that the text, substance, terms, and format of this Agreement are not disclosed.

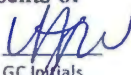
50.1 Gestational Carrier agrees that she will make no future attempt to contact the Child(ren), identify herself to the Child(ren), or provide the Child(ren) with any information about his or her conception unless agreed to in writing by the Intended Parents. Except as noted herein, the Parties further agree to otherwise keep knowledge of this Agreement and the provisions herein confidential as between and among themselves.

50.2 The Parties acknowledge that court proceedings to establish parentage may be public proceedings. Although such proceedings may be available to the public, such availability does not give the right to any Parties herein to disclose the confidential information contained herein or to breach the confidentiality provisions of this Agreement. In order to maintain the confidentiality contemplated herein, in the event litigation arises out of this Agreement, the Parties agree to make all efforts to maintain such confidentiality as is intended by this Agreement.

51. The Intended Parents acknowledge that they have consulted with their legal counsel, Victoria T. Ferrara, Esq., One Post Road, 2nd Floor, Fairfield, CT 06824 and fully understand this Agreement and its legal impact and are fully satisfied with this Agreement. Gestational Carrier acknowledges that she fully understands this Agreement and its legal impact, and that Attorney Lori A. Colbert, Esq., with offices located at 737 W. 5th Avenue, Suite 209, Anchorage, AK 99501 has advised them of the meaning of the same.

52.1 Each party acknowledges signing and delivering this Agreement freely and voluntarily without any reason to believe that the other party is not also. The Gestational Carrier acknowledges that Victoria T. Ferrara, Esq. exclusively represents the Intended Parents, and in no way represents or

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promotes the interests of the Gestational Carrier. They further acknowledge that the role of Worldwide Surrogacy Specialists, LLC in matching the Gestational Carrier with the Intended Parents did not constitute legal advice regarding the legal rights and obligations concerning this contract. Each party acknowledges that when one person's attorney is referred by, suggested by, or paid by another person, this creates a potential conflict of interest, arising because such a payment of fees or referral could cause an attorney to favor the Intended Parents and/or the Gestational Carrier or the agency instead of vigorously advocating on behalf of the Intended Parents and/or Gestational Carrier. Each has been advised of this potential conflict of interest and waives the same, by their signatures evidenced below on this agreement.

52.2 Further, the Intended Parents acknowledge that they had a choice of legal counsel. In the event they utilized the services of Attorney Victoria T. Ferrara, the Intended Parents agree that they voluntarily and knowingly waived any perceived or actual conflict of interest since Attorney Ferrara is the sole member of Worldwide Surrogacy Specialists, LLC. The Intended Parents sought the legal representation of Victoria T. Ferrara of The Ferrara Law Group PC knowingly and voluntarily.

53. The Gestational Carrier agrees to waive her privilege of Physician-Patient confidentiality for the benefit of the Intended Parents and to sign the consent to the Release of Medical Information provided herewith as Exhibit A.

54. Neither attorney has provided legal advice regarding immigration or tax advice. The Parties agree and acknowledge that they have been advised to seek independent legal counsel for immigration needs, or for accounting and/or tax questions.

55. If any provisions of this Agreement are deemed legally invalid or unenforceable, these provisions shall be deemed severable from the remainder of this Agreement and shall not cause the remainder of this Agreement to be considered invalid or unenforceable. If any of these provisions shall be deemed legally invalid because of their scope or breadth, then these provisions shall be deemed legally valid to the extent permitted by law.

56. This Agreement sets forth the entire legally binding agreement between the Parties about the subject matter of this Agreement. All legally binding agreements, covenants, representations, and warranties, express and implied, oral, and written, of the Parties are contained herein. No other legally binding agreements, covenants, representation, or warranties, express or implied, oral, or written, have been made by any party to the other(s) with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein, and superseded by this Agreement. This is an integrated agreement. This Agreement may not be amended unless by a written agreement signed by all Parties hereto.

57. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original, but all of which shall constitute the same instrument.

58. Upon the medical clearance of the Gestational Carrier after the polyp surgery, the sum of Eighty Five Thousand (\$85,000.00) Dollars (Gestational Carrier's base compensation plus \$25,000 for medical, legal and other contractual expenses) shall be paid by the Intended Parents to the escrow service employed by the Intended Parents in order for said funds to be maintained and disbursed by said escrow management company in an escrow account. There shall be an additional deposit of Ten Thousand Dollars (\$10,000) at the time there is a confirmation of heartbeat during the pregnancy. Thereafter, at no

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time will the escrow balance be below Fifteen Thousand Dollars (\$15,000). When the account needs additional funds, the Intended Parents shall add the additional monies within 5 days of written notice of the need for additional funds. In the event it is confirmed via visible heartbeat that the Gestational Carrier is carrying a multiple birth the additional amount for carrying a multiple birth shall be deposited in the escrow account within 5 days of such medical confirmation. All payments towards fees and expenses due to Gestational Carrier under this Agreement shall be made to the Gestational Carrier by said escrow management company on behalf of the Intended Parents. Escrow funds shall be maintained in the escrow account until nine (9) months after the birth of a Child or the termination of this agreement unless otherwise agreed to by the Parties in writing. If the requirements of the escrow management company differ from what is set forth herein, the Intended Parents shall comply with the obligations and requirements set forth by the escrow management company.

59. Each Party acknowledges that the final draft of this document, as executed, is confidential and may not be revealed to the public, press, or any individual whose employment does not require him/her to have access to the same unless disclosure is required for court proceedings.

60. We have read the foregoing pages of this Agreement, and it is our collective intention, by affixing our signatures below, to enter into a binding legal obligation.

61. The Parties agree that any dispute arising between them under this Agreement that is not informally resolved shall be resolved by binding arbitration through the American Arbitration Association or through another similar mutually acceptable entity for alternative dispute resolution. It is further agreed that judgment upon any award entered by the arbitrators may be entered in any Court having jurisdiction with regard thereto. Arbitration fees/costs shall be paid by the "non-prevailing" party, as determined by the arbitrator(s), or if neither party is deemed a "prevailing" or "non-prevailing" party by the arbitrator(s), then such fees will be divided equally between Gestational Carrier and Intended Parents.

62. The Gestational Carrier agrees to follow all recommendations of the Treating Physician and the U.S. Centers for Disease Control (CDC) regarding the Zika virus. The Gestational Carrier agrees that she shall not travel to countries, states or regions listed by the U.S. Centers for Disease Control as areas to be avoided due to Zika risk.

63. Regarding Covid-19 all Parties agree to abide by the treating physician's recommendations, and the Gestational Carrier agrees to obtain vaccines that the physician recommends and requires, with the exception of the COVID vaccine.

SIGNATURE PAGES AND EXHIBITS TO FOLLOW

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Gilkar Ahmed West Gestational Surrogacy Agreement

[Signature]
WITNESS

Nausheen Gilkar
Intended Parent, Nausheen Gilkar

[Signature]
WITNESS

[Signature]
Intended Parent, Omar Ahmed

STATE OF California

COUNTY OF: _____, SS (TOWN): _____, 2025

Then personally appeared the above-named Nausheen Gilkar and Omar Ahmed, identified to me through presentation of their license and acknowledged the execution of the foregoing instrument to be their free act and deed, before me,

Notary Public
My Commission Expires : _____

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[Signature]

[Signature]
GC Initials

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WITNESS

McKenna J. West, RN
Gestational Carrier, McKenna West

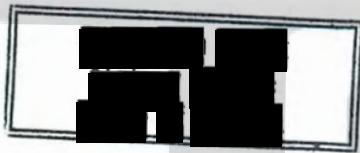
WITNESS

STATE OF Alaska

Third Judicial District

COUNTY OF: _____, SS (TOWN): Anchorage, Alaska, 2025

Then personally appeared the above-named McKenna West, identified to me through presentation of her license and acknowledged the execution of the foregoing instrument to be her free act and deed, before me,



[Signature]
Notary Public
My Commission Expires : 01/09/2027

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[Signature]

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