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Introduction and Purpose

This Surrogacy Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between Acme, Inc, a business entity located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Intended Parents" or "ACME-1"), and [Surrogate's Full Name] ("Surrogate"). Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210, United States, produced this agreement.

Objectives

The primary objective of this Agreement is to establish a comprehensive framework for a surrogacy arrangement. Under this arrangement, the Surrogate will carry and deliver a child or children for the benefit of the Intended Parents, Acme, Inc. This document outlines the rights, responsibilities, and obligations of each party involved to ensure a legally sound and mutually beneficial surrogacy process.

Legal Framework

This Agreement is intended to be governed by and construed in accordance with the laws of the State of [State Name], United States, where applicable. The parties acknowledge that surrogacy laws vary by jurisdiction, and they intend to comply with all applicable legal requirements throughout the duration of this Agreement.

Definitions

For the purposes of this Agreement, key terms shall have the meanings ascribed to them throughout the document. These definitions are intended to provide clarity and prevent ambiguity in the interpretation and enforcement of this Agreement.

Definitions and Interpretations

For the purposes of this Surrogacy Agreement, the following terms shall have the meanings set forth below:

- **Surrogate:** Refers to the individual who agrees to carry a child conceived through Assisted Reproductive Technology (ART) for the Intended Parents. She is also referred to as the Gestational Carrier in this agreement.



- **Intended Parents:** Refers to ACME-1, the party who seeks to become the legal parent(s) of the child born through this surrogacy arrangement.
- **Child:** Refers to the offspring conceived through ART and carried by the Surrogate, intended to be the legal child of the Intended Parents.
- **Gestational Carrier:** This term is used interchangeably with "Surrogate" and refers to the woman carrying the pregnancy.
- **Compensation:** Refers to the base fee paid to the Surrogate for her services in carrying the pregnancy, as detailed in Exhibit A.
- **Expenses:** Refers to the reimbursable costs incurred by the Surrogate during the term of this Agreement directly related to the surrogacy, as outlined in Exhibit B.
- **Parentage:** Refers to the legal rights and responsibilities associated with being a parent of the Child, which ACME-1 intends to establish.

Any capitalized terms not specifically defined herein shall have the meanings ascribed to them elsewhere in this Agreement. All references to currency shall be to United States Dollars (USD).

Rights and Responsibilities of the Surrogate

The Surrogate understands and agrees to the following rights and responsibilities throughout the term of this Agreement.

Medical Procedures and Obligations

The Surrogate will undergo in vitro fertilization (IVF) as directed by the Intended Parents' medical team. This includes all necessary appointments, medications, and procedures related to the IVF cycle. The Surrogate will also attend all prenatal care appointments, adhering to the schedule set by the designated healthcare provider. The Surrogate will participate fully in the labor and delivery process, following the medical team's instructions. The Surrogate has the right to understand all medical procedures and potential risks involved. She can seek independent medical advice if desired.



Lifestyle and Behavioral Expectations

The Surrogate commits to maintaining a healthy lifestyle throughout the pregnancy. This includes:

- Abstaining from alcohol, tobacco, and any illicit drugs.
- Following a healthy diet as recommended by a healthcare professional.
- Engaging in moderate exercise, as approved by the medical team.
- Taking prescribed prenatal vitamins and medications.
- Informing the Intended Parents and medical team of any changes in her health or medications.

Communication Protocols

The Surrogate will maintain open and regular communication with the Intended Parents. This includes providing updates on her health and well-being, as well as attending scheduled meetings, either in person or virtually. A designated contact person will facilitate communication between the Surrogate, the Intended Parents, and the medical team. The Surrogate has the right to express her concerns and ask questions throughout the pregnancy. All communication will be respectful and considerate of all parties involved.

Decision-Making Rights

The Surrogate retains the right to make decisions regarding her own health and well-being. However, she agrees to consult with the Intended Parents and the medical team on decisions that could affect the pregnancy. In the event of a disagreement, all parties will work together to find a mutually agreeable solution, prioritizing the health and safety of the Surrogate and the developing child. The Intended Parents will be primarily responsible for decisions regarding the child once born.



Rights and Responsibilities of the Intended Parents

Decision-Making Authority

ACME-1, as the Intended Parents, will have primary decision-making authority regarding the pregnancy. This includes medical decisions related to the child. ACME-1 will consult with medical professionals. ACME-1 will also consider the Surrogate's well-being when making these decisions.

Financial Responsibilities

ACME-1 is responsible for specific financial commitments. These include compensation for the Surrogate's services. They also include all medical expenses related to the surrogacy. ACME-1 will cover legal fees as outlined in this agreement. Other agreed-upon costs, as detailed in the financial appendix, are also ACME-1's responsibility.

Ongoing Support

ACME-1 will provide ongoing support to the Surrogate. This includes emotional support throughout the pregnancy. ACME-1 will maintain open communication with the Surrogate. ACME-1 will provide financial support according to the agreed-upon schedule. ACME-1 will attend key medical appointments, when possible.

Legal Obligations

ACME-1 will take all necessary legal steps to establish parentage of the child. ACME-1 will assume full parental rights and responsibilities immediately after birth. ACME-1 will comply with all relevant laws and regulations regarding surrogacy.

Additional Responsibilities

ACME-1 will maintain confidentiality as outlined in this agreement. ACME-1 will treat the Surrogate with respect and consideration. ACME-1 will promptly address any concerns raised by the Surrogate.



Compensation and Expenses

ACME-1 will compensate the Surrogate for her services in accordance with the following terms. This compensation is intended to cover the Surrogate's time, effort, and commitment to the surrogacy process.

Base Compensation

The Surrogate will receive a base compensation of \$X,XXX.XX for her services. This amount will be paid in monthly installments of \$XXX.XX, commencing upon confirmation of pregnancy and continuing throughout the term of this Agreement.

Milestone Payments

In addition to the base compensation, the Surrogate will receive the following milestone payments:

- Confirmation of Pregnancy (fetal heartbeat detected): \$X,XXX.XX
- Delivery of Child: \$X,XXX.XX
- Transfer of Custody: \$X,XXX.XX

Reimbursable Expenses

ACME-1 will reimburse the Surrogate for all reasonable and necessary expenses incurred as a direct result of the surrogacy, including but not limited to:

- Medical Expenses: All medical expenses related to the pregnancy, labor, and delivery not covered by insurance.
- Maternity Clothing: Up to \$X,XXX.XX for maternity clothing.
- Travel Expenses: Reasonable travel expenses related to medical appointments and other surrogacy-related activities.
- Childcare Expenses: Reasonable childcare expenses incurred as a result of medical appointments and other surrogacy-related activities.
- Lost Wages: Reimbursement for documented lost wages directly resulting from medical appointments or complications related to the pregnancy, up to \$X,XXX.XX.



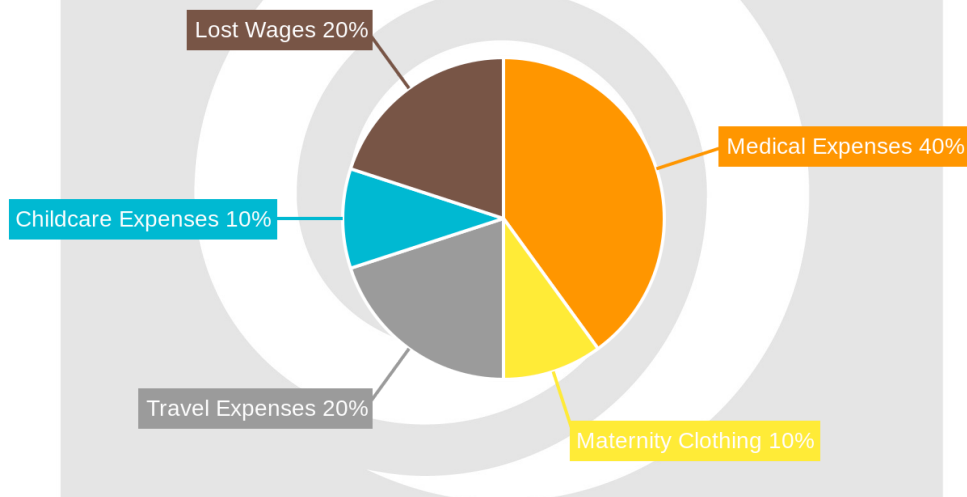
Expense Reporting

The Surrogate will submit all expense reports with receipts. ACME-1 will process and reimburse approved expenses within [NUMBER] days of submission.

Tax Considerations

The Surrogate acknowledges that the compensation received under this Agreement may be considered taxable income. ACME-1 encourages the Surrogate to consult with a tax professional to determine her tax obligations. ACME-1 may be able to claim certain medical expenses related to the surrogacy as a deduction.

Expense Categories



Medical Procedures and Health Care

This section outlines the medical procedures and health care provisions for the Surrogate during the term of this Agreement.

Required Medical Procedures

The Surrogate will undergo all necessary medical procedures. These include:

- Regular prenatal check-ups.
- Ultrasounds.
- Genetic screening.
- Other tests deemed necessary by the medical professionals overseeing the pregnancy.

The Surrogate agrees to follow the medical advice and treatment plans prescribed by these professionals. ACME-1 will be promptly informed of any significant medical events or concerns.

Health Care Provider Obligations

The health care providers involved in the surrogacy will:

- Provide competent and ethical medical care to the Surrogate.
- Maintain confidentiality to the extent permitted by law.
- Keep ACME-1 informed of the Surrogate's progress and any potential complications, with the Surrogate's consent.
- Adhere to established medical protocols and standards of care.

Medical Insurance

ACME-1 is responsible for providing medical insurance coverage for the Surrogate throughout the duration of the pregnancy and postpartum period. This insurance will cover all medical expenses related to the pregnancy, labor, and delivery, as well as any necessary postpartum care. ACME-1 will ensure that the insurance policy is in effect before the commencement of any medical procedures related to the surrogacy. The specific details of the insurance coverage, including the policy number and contact information for the insurance provider, will be provided to the Surrogate.

Emergency Protocols

In the event of a medical emergency involving the Surrogate, the following protocols will be followed:



1. **Immediate Notification:** All parties, including the Intended Parents and the designated contact person for the Surrogate, will be notified immediately.
2. **Established Protocols:** Medical providers have established protocols for managing various emergency scenarios. These protocols will be followed diligently.
3. **Backup Plans:** Backup plans are in place to address potential complications or unforeseen events during the pregnancy and delivery.
4. **Decision-Making Authority:** In emergency situations where the Surrogate is unable to make decisions, the designated decision-maker, as outlined in this Agreement, will have the authority to make medical decisions on her behalf.

Confidentiality and Privacy

This Agreement requires strict confidentiality. All parties must keep the terms of this surrogacy arrangement private.

Confidential Information

Specifically, medical information relating to all parties must be protected. Personal details of the Intended Parents and the Surrogate also require safeguarding. Financial information exchanged, including compensation and expenses, is confidential. The very existence of this Agreement is also considered confidential information.

Data Sharing and Consent

Sharing of medical records requires explicit consent. This includes sharing with medical professionals involved in the surrogacy. Legal counsel representing any party may also receive relevant information, with consent. Insurance providers involved in covering medical expenses may also require data. No other data sharing is permitted without express written consent from all parties.

Duration of Confidentiality

The duty to maintain confidentiality under this Agreement continues indefinitely. This obligation survives the termination or completion of this Surrogacy Agreement.



Legal Parentage and Custody

Establishment of Legal Parentage

ACME-1 (Intended Parents) will establish legal parentage of the child. This will be achieved through a pre-birth order or a post-birth order. The specific method will depend on the relevant state laws at the time of the child's birth. Docupal Demo, LLC will coordinate with legal counsel to determine the most appropriate and efficient legal pathway.

Confirmation of Custody Arrangements

Following the child's birth, ACME-1 will take the necessary legal steps to confirm custody. These steps include filing required court documents. They also include obtaining a birth certificate that names ACME-1 as the legal parents of the child. The Surrogate agrees to fully cooperate in completing all actions reasonably necessary to effectuate the foregoing.

Jurisdictional Considerations

Surrogacy laws vary significantly between states. This may require specific legal strategies. Docupal Demo, LLC will ensure compliance with the laws of the jurisdiction. This includes where the surrogacy takes place and where the child is born.

Surrogate's Relinquishment of Rights

The Surrogate agrees to relinquish all parental rights to the child immediately upon birth. This relinquishment is a fundamental condition of this Agreement. The Surrogate will execute all documents reasonably necessary to effectuate the transfer of parental rights to ACME-1.

Intended Parents' Rights

ACME-1 will have all legal rights and responsibilities as the parents of the child from the moment of legal parentage establishment. This includes the right to make all decisions regarding the child's upbringing, health, and welfare.



Dispute Resolution

ACME-1 and the Surrogate agree to resolve any disputes related to this Surrogacy Agreement through the methods described below.

Informal Resolution

Both parties will first attempt to resolve any disagreement informally. This involves direct communication and good-faith negotiation.

Mediation

If informal resolution fails, the parties agree to participate in mediation. A mutually agreed-upon mediator will facilitate the process. Both parties will share the costs of mediation equally.

Arbitration

If mediation is unsuccessful, unresolved disputes will be settled by binding arbitration. The arbitration will occur in [State Name], United States. The decision of the arbitrator will be final and legally binding. ACME-1 and the Surrogate will equally share arbitration costs.

Time Limit for Raising Disputes

Any dispute arising from this Agreement must be formally raised within [Number] days of the event that gives rise to the dispute. Failure to raise a dispute within this timeframe constitutes a waiver of the right to dispute.

Governing Law and Jurisdiction

The laws of [State Name], United States, govern the interpretation and enforcement of this Agreement. Any legal action related to this Agreement will be brought in the courts of [State Name], United States.



Termination and Amendment of Agreement

Termination and Amendment

Termination

This Agreement may be terminated under the following circumstances: (1) by mutual written agreement of all parties; (2) if a qualified medical professional determines that continuation of the pregnancy poses a significant risk to the health of the Surrogate; or (3) if any party materially breaches their obligations under this Agreement.

Amendment

Any amendment or modification to this Agreement must be in writing and signed by all parties. No modification will be effective unless it meets these requirements. This ensures all parties are in agreement with any changes to the original terms.

Notice

In the event of termination, the terminating party must provide [Number] days written notice to all other parties. For changes regarding medical procedures, [Number] days' notice must be provided to ensure all parties are informed and can adjust accordingly. All notices must be delivered as outlined in the Notice section of this Agreement.

Miscellaneous Provisions

This Agreement constitutes the entire agreement between ACME-1 and the Surrogate. It supersedes all prior or contemporaneous communications and proposals, whether oral or written, relating to its subject matter.



Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of [State Name], United States.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent.

Force Majeure

Neither party will be liable for any failure to perform its obligations under this Agreement if such failure is caused by any act of God, war, strike, or other event beyond such party's reasonable control.

Special Surrogacy Provisions

ACME-1 and the Surrogate agree to cooperate in obtaining a pre-birth order or post-birth order, as permitted by law, to establish ACME-1's parental rights. Both parties will execute all documents necessary to ensure ACME-1 is recognized as the legal parent(s) of the child.

Signatures and Witnesses

Signatures

This Surrogacy Agreement becomes effective upon the signatures of all parties involved. These parties include the Surrogate and the Intended Parents (Acme, Inc).

Notarization

Each party must have their signature notarized by a qualified notary public. Notarization serves as validation of each signature. It confirms the identity of the signatory and that the signature was made willingly.



Legal Representation

While not mandatory, it is recommended that each party obtain independent legal counsel. Should any party choose to have a legal representative, their signature may also be included. This inclusion signifies their attestation to the party's understanding of the agreement.

