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Introduction and Purpose

Introduction

This Egg Donation Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and among DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210 ("Agency"), an individual or individuals desiring to receive donated eggs ("Recipient(s)"), and an individual woman who agrees to donate her eggs ("Donor"). ACME-1 is a client of DocuPal Demo, LLC.

Purpose of the Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the Donor will donate her eggs to the Recipient(s) for the purpose of achieving conception through Assisted Reproductive Technology (ART). This agreement clarifies the rights, responsibilities, and obligations of all parties involved in the egg donation process.

Key Definitions

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

- **Donor:** The individual who is donating her eggs.
- **Recipient(s):** The individual(s) who will receive the donated eggs.
- **Egg Retrieval:** The medical procedure to extract eggs from the Donor.
- **Offspring:** Any child or children conceived as a result of the use of the donated eggs.
- **ART (Assisted Reproductive Technology):** Medical procedures, such as in vitro fertilization (IVF), used to achieve pregnancy.

This Agreement outlines the medical screenings, eligibility criteria, compensation, privacy considerations, legal parentage, risk allocation, termination conditions, and dispute resolution mechanisms associated with the egg donation process. By signing this Agreement, all parties acknowledge their understanding of their respective roles and responsibilities in this assisted reproductive technology arrangement.



Eligibility and Medical Screening Requirements

To participate in the Egg Donation Program, the Donor must meet specific eligibility criteria and complete comprehensive medical and psychological screenings. DocuPal Demo, LLC will oversee these evaluations to ensure the safety and well-being of all parties involved.

Donor Eligibility

The Donor must meet the following minimum requirements:

- Be of legal age in their jurisdiction of residence.
- Provide a comprehensive medical history.
- Undergo a psychological assessment to evaluate emotional stability and suitability for egg donation.
- Demonstrate adequate ovarian reserve through relevant testing.

Required Medical Screenings

The Donor will undergo the following medical screenings, which are essential to determine suitability and minimize risks:

- **Infectious Disease Screening:** Testing for HIV, hepatitis B and C, syphilis, chlamydia, gonorrhea, and other relevant infectious diseases will be performed.
- **Genetic Testing:** Chromosomal analysis and screening for common genetic disorders will be conducted to assess the risk of transmitting genetic conditions.
- **Physical Examination:** A comprehensive physical examination will be performed by a qualified physician to evaluate the Donor's overall health.
- **Drug Screening:** A drug screening will be performed to confirm the absence of illicit substances.
- **Ovarian Reserve Testing:** Testing to determine the quantity and quality of the donor's eggs.



Psychological Evaluation

A qualified mental health professional will conduct a psychological evaluation to assess the Donor's emotional and psychological readiness for egg donation. This assessment will evaluate the Donor's understanding of the egg donation process, motivations, and potential emotional impact.

Consent for Screenings and Release of Information

The Donor must provide informed consent for all required medical and psychological screenings. This consent includes authorization for DocuPal Demo, LLC and its designated medical professionals to conduct the necessary tests and procedures. The Donor also agrees to allow the release of medical records and test results to the Recipient(s) and their medical team, ensuring transparency and informed decision-making throughout the egg donation process.

Donor and Recipient Rights and Obligations

This section outlines the rights and obligations of the Donor and the Recipient(s) throughout the egg donation process. All parties are expected to adhere to these terms in good faith.

Donor Rights and Obligations

The Donor agrees to undergo medical and psychological screening as required by DocuPal Demo, LLC. The Donor must provide accurate and complete medical history information. The Donor is obligated to follow all medical advice and instructions provided by the medical team.

The Donor has the right to withdraw from this Agreement before the egg retrieval process begins. Withdrawal may be subject to specific conditions and potential penalties as outlined elsewhere in this Agreement.

The Donor explicitly and irrevocably waives all rights, claims, and interests to any offspring resulting from the egg donation procedure. This includes, but is not limited to, any parental rights or responsibilities.



Recipient(s) Rights and Obligations

The Recipient(s) are obligated to follow all medical advice and instructions provided by the medical team. This includes attending all scheduled appointments and adhering to prescribed medication regimens. The Recipient(s) must provide necessary information and updates to DocuPal Demo, LLC, and the medical team in a timely manner.

The Recipient(s) have the right to receive the donated eggs for the purpose of assisted reproduction. The Recipient(s) assume full responsibility for the care and well-being of any resulting child.

The Recipient(s) have the right to withdraw from this Agreement before the egg retrieval process begins. Withdrawal may be subject to specific conditions and potential penalties as outlined elsewhere in this Agreement.

Mutual Obligations

Both the Donor and the Recipient(s) agree to maintain confidentiality regarding the egg donation process and the identities of all parties involved, unless otherwise required by law.

Both parties agree to act in a respectful and cooperative manner throughout the entire process. Any concerns or disputes should be communicated promptly to DocuPal Demo, LLC for resolution. All parties acknowledge that the success of the egg donation process depends on open communication, mutual respect, and adherence to the terms of this Agreement.

Compensation and Expenses

The Donor will receive compensation for her time, effort, and commitment to the egg donation process. This compensation is separate from and in addition to the reimbursement of expenses.

Donor Compensation

ACME-1 will provide the Donor \$10,000 as compensation for the egg donation. This payment acknowledges the Donor's commitment to completing the donation cycle.



Expense Reimbursement

The Donor will be reimbursed for all reasonable and documented out-of-pocket expenses incurred during the egg donation process. These expenses may include, but are not limited to:

- Travel expenses (e.g., mileage, airfare, train tickets)
- Accommodation costs
- Meals
- Medication costs not covered by insurance
- Other pre-approved expenses

The Donor must provide receipts or other appropriate documentation for all expenses to be reimbursed. Reimbursement will be processed by ACME-1 within [Number] days of receipt of the documentation.

Payment Disbursement

The compensation payment will be disbursed to the Donor according to the following schedule:

- [Percentage]% upon the start of the stimulation medication.
- The remaining balance upon the completion of the egg retrieval procedure, confirmation of egg quality, and compliance with all terms outlined in this Agreement.

DocuPal Demo, LLC will manage the disbursement of funds from ACME-1 to the Donor. Payment is contingent upon the Donor's full compliance with the terms of this Agreement, including attendance at all scheduled appointments and adherence to medical protocols. Failure to comply may result in a reduction or forfeiture of compensation, at the discretion of ACME-1.

Confidentiality and Privacy

All parties agree to maintain strict confidentiality regarding the identities of the Donor, Recipient(s), and any resulting child. Docupal Demo, LLC will maintain anonymity through a coded system. No personal identifying information will be shared directly between the Donor and Recipient(s).



Protected Information

Confidential information includes, but is not limited to:

- Medical records of the Donor and Recipient(s)
- Genetic information
- Personal contact information
- The fact that the Recipient(s) are participating in egg donation

Legal Compliance

Docupal Demo, LLC adheres to all applicable privacy laws, including HIPAA, to protect the confidentiality of personal and medical information. All data will be stored and handled in accordance with these legal standards.

Data Security

Reasonable measures will be taken to safeguard data against unauthorized access, disclosure, alteration, or destruction. These measures include secure data storage, encryption, and limited access to authorized personnel.

Legal Parentage and Rights to Genetic Material

Parentage

Upon successful transfer of the egg(s) and subsequent birth of a child, the Recipient(s) shall be recognized as the legal parent(s) of the child. The Donor agrees to relinquish all parental rights and responsibilities. This includes, but is not limited to, any rights to custody, visitation, or financial support of any child born as a result of this egg donation.

Rights to Genetic Material

The Recipient(s) shall have full and complete ownership of the donated egg(s) from the moment of donation. This ownership extends to any and all embryos created using the donated egg(s). The Donor relinquishes all rights and claims to the eggs



and any resulting embryos or offspring. The Recipient(s) have the sole authority to decide the disposition of the eggs and embryos, including but not limited to, implantation, cryopreservation, or disposal. DocuPal Demo, LLC retains no ownership or control over the genetic material.

Indemnification and Liability

Donor Indemnification

The Donor agrees to indemnify and hold harmless the Recipient(s) from any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to any inaccurate or false information provided by the Donor to the Recipient(s) or DocuPal Demo, LLC.

Recipient(s) Responsibility for Medical Outcomes

The Recipient(s) acknowledge and agree that they assume all risks and responsibilities for any and all medical outcomes, complications, or injuries that may arise from the pregnancy and childbirth resulting from the egg donation procedure. This includes, but is not limited to, risks to the Recipient(s) and the resulting child.

Limitation of Liability for DocuPal Demo, LLC

In no event shall DocuPal Demo, LLC be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) the use or inability to use its services; (b) any conduct or content of any third party; or (c) unauthorized access, use, or alteration of transmissions or content. The liability of DocuPal Demo, LLC is limited to the amount of fees paid by the Recipient(s) for its services under this Agreement.



Termination and Cancellation Terms

Termination and Cancellation

This Egg Donation Agreement may be terminated under the following circumstances:

- **Breach of Contract:** If any party fails to fulfill their obligations as outlined in this Agreement, the non-breaching party may terminate the agreement.
- **Medical Unsuitability:** If the Donor is deemed medically unsuitable to proceed with the egg donation process, as determined by medical professionals, this Agreement may be terminated.
- **Mutual Agreement:** All parties may mutually agree in writing to terminate this Agreement.

Cancellation

Either party may cancel this Agreement by providing thirty (30) days written notice to the other parties.

Consequences of Termination

Upon termination of this Agreement:

- The Donor may forfeit any remaining compensation.
- The Recipient(s) may be required to reimburse DocuPal Demo, LLC for reasonable expenses incurred up to the point of termination.
- Any party may pursue legal action if they believe the termination resulted from a breach of this Agreement.

Dispute Resolution

The parties agree to resolve any disputes related to this Egg Donation Agreement through the following methods.



Mediation

First, the parties will attempt to resolve any disagreement through mediation. A mutually agreed-upon mediator will conduct the mediation. The parties will share the costs of the mediator equally. Mediation must occur before pursuing any other legal action.

Arbitration

If mediation does not resolve the dispute, the parties agree to binding arbitration. Arbitration will take place in the State of Delaware. The rules of the American Arbitration Association will govern the arbitration process. The arbitrator's decision will be final and legally binding. A court of competent jurisdiction may enter judgment upon the award. The parties will equally share the costs of arbitration, unless the arbitrator decides otherwise. Arbitration is required before any litigation.

Choice of Law

The laws of the State of Delaware will govern the interpretation and enforcement of this Agreement.

Miscellaneous Provisions

Governing Law

This Egg Donation Agreement will be governed by and construed in accordance with the laws of the State of Delaware.

Amendments

Any changes to this Agreement must be made in writing. All parties must sign the written amendment for it to be valid.



Entire Agreement

This Agreement represents the complete understanding between the Donor, Recipient(s), and DocuPal Demo, LLC. It covers all aspects of the egg donation process. It supersedes any prior agreements or discussions, whether written or oral.

Force Majeure

No party will be held responsible for delays or failures in performing their duties under this Agreement. This applies when such issues arise from events beyond their reasonable control. Such events include, but are not limited to, acts of God, war, government regulations, or medical emergencies. In such cases, the affected party must promptly notify the other parties of the situation and make reasonable efforts to resume performance as soon as possible.

Signatures and Acknowledgments

Signatures

This Egg Donation Agreement is made effective as of the [EFFECTIVE DATE]. By signing below, each party acknowledges they have read, understood, and agree to be bound by the terms and conditions outlined in this Agreement.

Donor

Signature: _____

Printed Name: _____

Date: _____

Recipient(s)

Signature: _____

Printed Name: _____

Date: _____



Signature: _____

Printed Name: _____

Date: _____

DocuPal Demo, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Acknowledgment

Each party acknowledges that they are signing this Agreement freely and voluntarily, and that they have had the opportunity to seek independent legal counsel.

Notarization

Donor:

State of: _____

County of: _____

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

Notary Public: _____

My Commission Expires: _____

Recipient(s):



State of: _____

County of: _____

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Notary Public: _____

My Commission Expires: _____

DocuPal Demo, LLC:

State of: _____

County of: _____

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained as the representative of DocuPal Demo, LLC.

Notary Public: _____

My Commission Expires: _____

