

CLIENT AGREEMENT

This “Client Agreement” (“Agreement”) is entered into this _____ day of _____, 20__ (the “Effective Date”) by and between PARENTS FOR MY CHILD L.L.C. d/b/a Adoption For My Child, an Ohio limited liability company (“AFMC”) and _____ (“Client”), whose address is: _____. For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, AFMC and Client agree as follows:

1. Term. This Agreement shall begin on the Effective Date and continue until the expiration of Client’s membership (the “Term”), unless terminated sooner as provided in this Agreement.

2. General Services. Subject to the terms and conditions of this Agreement, AFMC shall assist Client in presenting and promoting Client to expectant mothers/parents (“Expectant Parent”) and, upon Client’s request, adoption attorneys and/or agencies representing an Expectant (“Representative”). AFMC will use family profiles and information provided by Client to present Client to Expectant Parent and Representatives. Client hereby authorizes AFMC to disclose Client’s family profile, and all other information Client has provided to AFMC, to any Expectant Parent or Representative.

3. Membership and Fees.

****Client must initial next to chosen membership level. Leave other non-chosen membership spaces blank.****

a. *Basic Member*.

One (1) month membership term for a total fee of \$0 and \$25 per profile submission.

Client may register for a Basic Membership at no charge. Basic Members will ***not*** have an online profile made visible on the AFMC website. Basic Members may submit a digital PDF of their family profile to AFMC for official review and approval. Subject to the terms and conditions of this Agreement, once AFMC has determined that the family profile does not contain any personally identifiable information of the client, the Basic Member Client may then request that their family profile and information be provided to a particular Expectant Parent or Representative (“Basic Member Request”) for a \$25 fee (“Basic Member Request Fee”), subject to the terms and conditions of this Agreement. The Basic membership will renew automatically every year until terminated, on the same terms and conditions _____ provided _____ herein.

b. *Standard Member.*

One (1) month membership term for a total fee of \$0 and \$25 per profile submission.

By initialing at the end of this paragraph, Client agrees to be an Standard Member with a 1-month membership term for a total fee of \$50 (“Standard Fee”). The Standard Fee is due upon the execution of this Agreement. Client may pause its membership subject to AFMC rules and regulations that may be amended from time to time. Unless this Agreement is terminated, **Client’s membership will automatically renew**, on the same terms and conditions provided herein, and the Standard Fee will be due and payable. Standard Members will ***not*** have an online profile made visible on the AFMC website. Standard Members may submit a digital PDF of their family profile to AFMC for official review and approval. Subject to the terms and conditions of this Agreement, once AFMC has determined that the family profile does not contain any personally identifiable information of the client, **the Standard Member Client may then request that their family profile and information be provided to a particular Expectant Parent or Representative (“Standard Member Request”) for a \$15 fee (“Standard Member Request Fee”), subject to the terms and conditions of this Agreement.** The Basic Member Request and Standard Member Request are each a “Request.” The Basic Member Request Fee and the Standard Member Request Fee are each a “Request Fee.”

c. *Elite Member.*

One (1) month membership term for a total fee of \$150
Three (3) month membership term for a total fee of \$400.
Six (6) month membership term for a total fee of \$750

The Elite Fee is due upon the execution of this Agreement. Client may pause its membership subject to AFMC rules and regulations that may be amended from time to time. **Unless this Agreement is terminated, Client’s membership will automatically renew**, on the same terms and conditions provided herein, and the Elite Fee will be due and payable. Subject to the terms and conditions of this Agreement, Elite Member family profiles will be made visible on the AFMC website and Client may request their family profile and information be provided to a particular Expectant Parent or Representative. Elite Members are ***not*** responsible for any Request Fee or Selection Fee (discussed below).

d. *Upgrading, Downgrading Membership; Returning Member.* Upon notice to AFMC, Client may upgrade or downgrade their membership status; provided, however, the Client acknowledges and agrees that regardless of Client’s upgrading and/or downgrading Client’s membership, the terms and conditions of this Agreement will remaining binding

on Client without further agreement necessary, and will apply to Client's changed membership status. If existing Client cancels their membership and then wishes to reestablish their membership status, they will be subject to the fees and dues established within this agreement after the date of 07/20/2019.

4. Selection Fee. Expectant Parent or Representatives may select Client as the only suitable candidate ("Sole Candidate") for a particular adoption situation. Upon such selection, AFMC will notify Client. **If Client is a Basic Member, Client will pay an additional \$3,000.00 to AFMC within three (3) days of being notified of the selection (the "Basic Member Selection Fee"). If Client is a Standard Member, Client will pay an additional \$1,500.00 to AFMC within three (3) days of being notified of the selection (the "Standard Member Selection Fee") (the Basic Member Selection Fee and Standard Member Selection Fee are each a "Selection Fee").** If Client is not a Sole Candidate but is identified by an Expectant Parent or Representative as one of a number of potential candidates for an adoption situation, the Selection Fee shall still be paid to AFMC as described above and held by AFMC in a non-interest bearing trust account for Client until: (i) Client is subsequently selected as a Sole Candidate (in which event the Client's Selection Fee shall be released to AFMC as an earned fee); or (ii) this Agreement is terminated, in which event Client's Selection Fee shall be returned to Client, unless termination is for Cause (defined below). **CLIENT INITIALS** [REDACTED] [REDACTED]

5. Additional Services. Upon Client's request, AFMC may provide general education and information to Client about adoption processes and adoption questions, and/or may refer Client to adoption professionals including attorneys, agencies, counselors, adoption service providers and social workers ("Adoption Professionals"). Client acknowledges and understands that Client is responsible for any Adoption Professional's fees. Client acknowledges and agrees that Client is responsible for performing its own due diligence regarding Adoption Professionals, and that the decision to use the services of an Adoption Professional is made in Client's sole discretion. AFMC is not affiliated with, and does not have a financial interest in referring Client to, any Adoption Professional.

6. Acknowledgments. Client hereby acknowledges and agrees that: (i) AFMC (which includes its members, managers, officers, employees, agents and representatives) has not made any representations, warranties or guaranties, either written or oral, express or implied, with respect to, or related to, Expectant Parent, Representatives, children, Adoption Professionals or AFMC's services including, but not limited to, information or resources provided by, or through, AFMC; (ii) AFMC has made to representations, warranties or guaranties with respect to adoption whatsoever, including, but not limited to, whether Client will be selected for an adoption situation, or whether Client will be able to negotiate or finalize an adoption; (iii) AFMC has no influence with any Expectant Parent, Representative or Adoption Professional; (iv) AFMC does not and will not represent Client with respect to any adoption or other matter; (v) AFMC is not an Adoption Professional of any kind; (vi) AFMC does not perform background checks or any investigations on any Expectant Parent, Representative, child or Adoption Professional; (vii) AFMC has no control, and is not responsible or liable for any discriminatory acts or omissions of any Expectant Parent, Representative or Adoption Professional; (viii) Client shall be bound to AFMC's website terms and conditions, and privacy policy, which are incorporated herein by reference; and (viii)

Client has been advised to seek legal advice of an attorney regarding any adoption and/or adoption situation.

7. AFMC Website. Client acknowledges that during the term of this Agreement, Client will have access to AFMC's website ("Website") to, among other things, use AFMC's services and manage Client's account. AFMC makes no representation or warranty in any way, and assumes absolutely no responsibility or liability in connection with the accuracy, completeness or currency of the content, or the suitability, functionality, or operation of the content, programs, software or links on the Website. Any professionals, advertisers and other websites listed on the Website are not affiliated with AFMC and are separate entities. AFMC makes no representations or warranties regarding the products or services that may be advertised or listed on the Website.

8. Non-Circumvention. Client acknowledges and agrees that AFMC may disclose to Client information about Expectant Parent, Representatives and/or adoption situations ("Information"). **Accordingly, Client agrees that, during the term of this Agreement, and for a period of one (1) year thereafter, Client shall not, whether directly or indirectly, use (whether personally or by giving to another person or entity for that person or entity's use) the Information to contact any Expectant Parent or Representative unless through AFMC's services or with AFMC's prior written consent.** Client acknowledges and agrees that the restrictions contained in this provision are reasonable in terms of scope and time and that if Client fails to fulfill Client's obligation herein, AFMC may seek any and all relief available at equity or at law, including injunction, without posting bond. **AFMC shall be entitled to recover from Client reasonable attorneys' fees incurred by AFMC if Client uses or discloses the information as described herein.**

9. Client Conduct. Client acknowledges and agrees that if AFMC becomes aware of, knows, has reason to know or believes that Client is, has, or may engage in any conduct or activity that is, or may be, in AFMC's determination, harmful or damaging to any person whatsoever, or that does or may endanger any child, AFMC has the right to immediately terminate this Agreement, but to disclose any and all Client information, without limitation, to any authority or entity, without notice to or consent from Client. Notwithstanding the foregoing, nothing herein shall be deemed to be an affirmative obligation of AFMC to report to, or disclose information to any authority or entity, governmental or otherwise. Client agrees to abide by all federal, state and local laws, statutes, ordinances, rules and regulations (collectively, "Applicable Laws") regardless of whether such Applicable Laws apply to adoption, adoption situations and placement of children.

10. Termination. Either party may terminate this Agreement at any time upon no less than seven (7) days' notice to the non-terminating party ("Termination for Convenience"). AFMC may terminate this Agreement immediately for "Cause" ("Termination for Cause") if: (i) Client has failed to fulfill its obligations under this Agreement; (ii) Client fails to perform or observe its obligations under any adoption related agreement to which Client is a party; (iii) Client files, or there is filed against Client, a petition in bankruptcy; and/or (v) AFMC learns, or has reason to believe that Client's domestic home study has expired or is otherwise invalid.

Termination for Convenience Effect. If an Elite Member, Client shall be returned a proportionate amount (based on termination date) of the Elite Fee paid for the term during which

termination occurs less 13% of the Elite Fee which represents AFMC's administrative and service costs for Client's membership. If a Standard Member, Client shall be returned a proportionate amount (based on termination date) of the Standard Fee paid for the term during which termination occurs. Notwithstanding the foregoing, the Standard Fee for the Client's first month is non-refundable. Selection Fees currently held in a trust account for Client at the time of termination shall be returned to Client. All other Selection Fees, and Request Fees paid shall be non-refundable.

Termination for Cause Effect. AFMC shall be entitled to retain all fees previously paid by Client, except Selection Fees held in a trust account for Client at the time of termination which shall be returned to Client.

11. Representations and Covenants. Client hereby represents and warrants to AFMC that, as of the Effective Date, and during the Term of this Agreement, Client has completed its domestic home study and meets all legally imposed requirements necessary for Client to adopt a child. Client agrees to immediately inform AFMC if Client's domestic home study expires or otherwise becomes invalid. Otherwise any Selection Fee due as provided herein, shall remain due. Upon execution of this Agreement, Client will provide copies of all domestic home studies and certifying documentation relating to the adoption process to AFMC, along with any other documents AFMC may request.

12. Governing Law; Jurisdiction. This Agreement is made and entered into in the State of Ohio and shall be interpreted in accordance with the laws of the State of Ohio. The parties agree that the state and federal courts of Hamilton County, Ohio shall have exclusive jurisdiction of any claim, controversy, dispute or action arising out of, or related to, this Agreement, AFMC or the services provided pursuant to this Agreement.

13. Severability; Entire Agreement. In the event any part or portion of this Agreement shall be declared invalid for any reason, the same shall not affect any other provision or portion of this Agreement and such portions and provisions not affected shall remain in full force and effect. This document contains the entire agreement of the Parties and any amendment or modification thereto shall be reduced in writing and signed by all of the Parties.

14. Assignment; Authority; Counterparts. This Agreement may not be assigned by Client without the prior, express written consent of AFMC. Each person, or entity, executing this Agreement represent and warrants that he or she has full power and legal authority to execute this Agreement. This Agreement may be executed in counterparts, each of which may be deemed to be an original. Notwithstanding any other provision of this Agreement, the parties hereto agree that the execution of this Agreement and any amendments hereto may be conducted by electronic means.

15. Limitations of Liability. IN NO EVENT WILL CLIENT'S DAMAGES, OR ANY OTHER RECOVERY OF ANY KIND AGAINST AFMC UNDER THIS AGREEMENT, OR UNDER ANY LEGAL THEORY, EXCEED THE AMOUNT THE CLIENT HAS PAID IN MEMBERSHIP FEES TO AFMC FOR THE TIME PERIOD DURING WHICH ANY LIABILITY IS ALLEGED TO HAVE OCCURRED OR ARISEN.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the aforesaid date.

AFMC:
PARENTS FOR MY CHILD L.L.C.,
an Ohio limited liability company
d/b/a Adoption For My Child

Amy Senior
Signature

By: Amy Senior
Print Name

Its: Founder - CEO

Kylie Zaradil
Signature

By: Kylie Zaradil
Print Name

Its: Founder - COO

CLIENT(S):

Signature

By: _____
Print Name

Signature

By: _____
Print Name