

CLIENT AGREEMENT

This "Client Agreement" ("Agreement") is entered into this on _____ (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 _____ and _____ ("Client"), whose address is:

Street _____ Apt/Unit: _____
City: _____ State _____ Zip _____.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, AFMC and Client agree as follows:

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.

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.

SELECT MEMBERSHIP LEVEL:

1. Membership and Fees.

a. *Basic Member.*

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

Basic Memberships

\$0 Monthly Membership
\$25 per profile submission
3k Networking fee when chosen
\$197 one-time set up fee

Client may register for a Basic Membership. Basic Members are required to pay a one-time set up fee of \$197. Basic Members will ***not*** have an online profile made visible on the AFMC website. Basic Members may submit a digital PDF of their family PDF 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** will become AFMC Certified and approved for instant profile submission. The Basic Member will be able to review available situations and submit their profile for once membership has been approved.

(“Basic Member Submission”) for a \$25 fee (“Submission Fee”), subject to the terms and conditions of this Agreement. The Basic membership will renew automatically every month until terminated, on the same terms and conditions provided herein. Members will ***not*** have an online profile made visible on the AFMC website.

b. *Elite Member.*

One (1) month membership term for a total fee of \$175

Elite Membership

\$175 Monthly Membership Fee
(3 months minimal – billed monthly)
Unlimited Profile Submissions
Online Profile
No Networking Fee
Email Notification

Downgrade to basic eligible without set up fee following 3 months

The Elite Fee is due upon the execution of this Agreement. **All Elite Members will agree to 3 months minimum, that will be billed monthly. 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. Membership fee is non-refundable. Please allow 48 hours for your request to be processed. Subject to the terms and conditions of this Agreement, Elite Member family profiles will be made visible on the AFMC website and Client may submit their family PDF profile and letter instantly to a particular Expectant Parent or Representative. Elite Members are ***not*** responsible for any Submission Fee or Networking Service Fee (discussed below).

Upgrading, Downgrading Membership; Returning Elite Member. Upon notice to AFMC, Elite 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 be 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 need to create a new membership. Another option would be to downgrade to the basic membership.**

c. *Ultimate Member.*

One (1) year membership term for a total fee of \$1,800

Ultimate Membership

\$1800 year

Family Video Introduction on Profile

Family Video Introduction on Pregnancy Pages & Newsletters

Unlimited Profile Submissions

Online Profile

No Networking Fee

Email Notification

Text Notification

The Ultimate Fee is due upon the execution of this Agreement. **Unless this Agreement is terminated, Client's membership will automatically renew,** on the same terms and conditions provided herein, and the Ultimate Fee will be due and payable. Membership fee is non-refundable. Please allow 48 hours for your request to be processed. 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 PDF profile and information be provided to a particular Expectant Parent or Representative. Ultimate Members are ***not*** responsible for any Submission Fee or Networking Service Fee (discussed below).

2. Networking Service; 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 two (2) days of being notified of the selection (the “Networking Service 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 Networking Service 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 Networking Service Fee shall be released to AFMC as an earned fee); or (ii) this Agreement is terminated, in which event Client’s Networking Service Fee shall be returned to Client, unless termination is for Cause (defined below).

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.

6. Text Notifications. Text Notifications about new available situations are provided at no additional cost with Ultimate Memberships. Basic Members and Elite Members may purchase Text Notifications add-on services at the cost of \$35 per month. **Unless this Agreement is terminated, Client’s membership will automatically renew.** A member may unsubscribe and cancel their text notification membership at any time by replying STOP, STOPALL, UNSUBSCRIBE, CANCEL, END, and QUIT. A member who has unsubscribed or opted-out of text notifications can resume receiving messages by sending a single-word SMS message with the command START or YES. Payment terms of the original agreement will apply. **Text notifications membership fees are NON-REFUNDABLE.**

7. Email Notifications. Email Notifications about new available situations are provided to Ultimate Members and Elite Members at no additional cost. Basic Members may purchase Text Notifications services at a cost of \$25 per month. **Unless this Agreement is terminated, Client’s membership will automatically renew. Email notifications add-on membership fees are NON-REFUNDABLE.**

8. 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 no 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; (vii) 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.

9. 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.

10. Non-Circumvention. Client acknowledges and agrees that AFMC may disclose to Client information about Expectant Parent, Representatives and/or adoption situations ("Information"). **The client will not attempt to contact the referring adoption professional, or otherwise pursue any adoption situation found or otherwise referred by the AFMC to Client for the purpose of circumventing, the result of which shall be to prevent AFMC from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the AFMC.** 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. **If such circumvention shall occur AFMC shall be entitled to any fees due pursuant to this agreement or related to such transaction.**

11. Non-Disclosure. 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.**

12. 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.

13. 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.

Refundable Fee. AFMC refunds Basic Members Networking Service Fee only when an expectant mother decides to parent. The Networking Service Fee shall be returned to Client.

14. 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 Networking Service 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.

15. 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.

16. 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

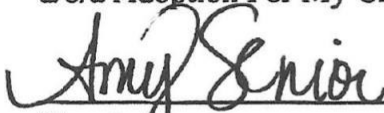
this Agreement and such portions and provisions not affected shall remain in full force and effect. This document contains the entire agreement of the Parties and any amendment or modification thereto shall be reduced in writing and signed by all of the Parties.

17. 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.

18. 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



Signature

By: Amy Senior

Print Name

Its: Founder - CEO

CLIENT(S):



Signature

By: _____
Print Name

Daniel Emberger

Signature

By: _____
Print Name