



6323 South East Street • Indianapolis, IN • 46227

T: 317.875.0058 F: 317.602.6301

mljadoptions.org

Adoption Services Agreement

This Adoption Services Agreement (the "Agreement") is by and between MLJ Adoptions International ("MLJ Adoptions") and the undersigned prospective adoptive parent(s) (the "Parent(s)"). MLJ Adoptions and Parent(s) are collectively referred to as the "Parties."

INTRODUCTION

Parent(s) are about to begin on an exciting and emotional journey. While MLJ Adoptions understands and shares in Parent(s)' excitement, it is important that Parent(s) take the time to fully understand the policies and procedures, as well as the risks, associated with international adoption. The purpose of this Agreement, in conjunction with the Disclosure Acknowledgment and Waiver of Risks in International Adoption, is to set forth Parent(s)' and MLJ Adoptions' responsibilities with respect to the adoption process. The Parties must work collaboratively in furtherance of the goal of a successful adoption.

MLJ Adoptions requests that Parent(s) keep this Agreement, not only for Parent(s)' records, but also for Parent(s)' reference, as information contained herein may be referred to throughout the adoption process. Further, reading and discussing this Agreement for the first time may be overwhelming; therefore, retaining a copy for reference is important to address questions or concerns that may arise throughout the course of the adoption process with regarding Parent(s)' responsibilities or MLJ Adoptions' responsibilities. Parent(s) should not hesitate to contact MLJ Adoptions with any questions or concerns about this Agreement at any time during the adoption process.

RECITALS

1. Parent(s) wish to adopt a child or children (the "Child") born in a country other than the United States (the "sending country"). Parent(s) understand that the relationship established by adoption is a legally binding parent-child relationship. In the event the adoption is successful, Parent(s) will acquire all the rights and responsibilities of a legal parent.
2. Parties wish to enter into an agreement for adoption services and to define respective responsibilities and rights governing the adoption process.
3. MLJ Adoptions is a Hague Accredited Adoption Service Provider approved by the Intercountry Adoption and Accreditation Maintenance Entity (IAAME) and a Licensed Child Placement Agency authorized by the State of Indiana to place children with adoptive families.
4. Concurrent with or prior to this executed Agreement, Parent(s) have submitted a completed International Adoption Application (the "Application") and paid the non-refundable application fee. The Application is incorporated by reference.
5. Concurrent with or prior to this executed Agreement, Parent(s) have submitted an executed country specific fee schedule (the "Fee Schedule"). The Fee Schedule is incorporated by reference.
6. Parent(s) agree and understand that payments made to MLJ Adoptions are not fees for a child or fees for a successful adoption but are fees for adoption services. MLJ Adoptions cannot and does not guarantee a successful adoption. Further, MLJ Adoptions cannot and does not guarantee the adoption of any specific child.
7. Parent(s) understand that provisions set forth in the Agreement govern matters within the control of the Parties. However, Parent(s) understand that, due to the nature of international adoption, many entities domestic and foreign are involved in the process. The adoption process is subject to uncertainty and unpredictability and Parties acknowledge that the ultimate success or failure of the adoption may be outside of Parties' control, and that any failure in the adoption process is not necessarily caused by the fault or breach of either party.

AGREEMENT

1. Responsibilities of MLJ Adoptions

It is MLJ Adoptions' responsibility as Parent(s)' primary provider to provide the following services in preparation for Parent(s) international adoption in consideration for payments made pursuant to Parent(s) Fee Schedule.

1.1 Enter into Placement Agreement: It is MLJ Adoptions' responsibility to enter into this Agreement with Parent(s) to provide Parent(s) with a referral and placement services.

1.2 Communication: MLJ Adoptions shall be available to Parent(s) throughout the international adoption process and shall strive to provide prompt responses to their inquiries. It is MLJ Adoptions' policy to respond to Parent(s) within two (2) business days. For example, if Parent(s) inquire by phone or email at 2 p.m. on Friday, it is MLJ Adoptions' policy to respond by 2 p.m. on the following Tuesday. However, circumstances may prevent such prompt responses. In such event, MLJ Adoptions will contact Parent(s) as soon as feasible.

1.2 Home Study:

1.2.1 A home study is an investigative and educational assessment for the purposes of determining

Supporting families before, during and after adoption.

Parent(s) suitability to provide a permanent home for a child from the sending country. MLJ Adoptions shall ensure that all home studies conducted by MLJ Adoptions are tailored to the particular situation of the Parent(s) and specific country from which Parent(s) intend to adopt.

1.2.2 If Parent(s) are residents in an MLJ licensed state, MLJ Adoptions shall conduct the Parent(s) home study as well as any amendments or updates thereto.

1.2.3 If Parent(s) are residents in an MLJ licensed state and Parent(s)' home study was conducted prior to becoming a client of MLJ Adoptions, Parent(s) understand additional expenses will likely be incurred if the preexisting home study was not prepared by an adoption service provider that is Hague accredited

1.2.4 If Parent(s) reside outside of Indiana, Parent(s) shall select an adoption service provider ("Provider") that comports with the requirements of this section to prepare their home study. The selected Provider must:

- (a) be approved, in advance, by MLJ Adoptions (see Appendix "A");
- (b) be located in the Parent(s)' state of residence;
- (c) complete an inter-agency agreement with MLJ Adoptions;
- (d) be a social services agency that is licensed to provide home studies; and

Parent(s) understand that MLJ Adoptions has no control over the performance of such Provider. Parent(s) further understand that they shall pay such fees and costs in accordance with the contract Parent(s) signed with Provider.

1.2.5 MLJ Adoptions shall review the home studies drafted by Provider and provide suggestions and comments to Provider. MLJ Adoptions shall also consider or report information contained in the home study as required by law and ethical practices, including all criminal, medical and other information that may render Parent(s) ineligible for MLJ Adoptions' international adoption programs.

1.2.6 MLJ Adoptions may withdraw its home study approval at any time during the adoption process and at any time before the adoption is finalized should MLJ Adoptions find that an adoptive placement with Parent(s) would no longer be in the best interests of the Child. MLJ Adoptions is responsible for making non-judicial determinations of the best interests of the Child and of appropriateness of adoptive placement. The responsibility is an ongoing responsibility even after Parent(s) receive an approved home study assessment and until placement.

1.2.7 Parent(s) understand that there are no guarantees that Parent(s) will have a successful home study. Parent(s) understand that though the home study may meet MLJ Adoptions' criteria, foreign or domestic entities may require additional information.

1.3 Education: Education is an important part of Parent(s) adoption process, the purpose being to educate parents to the greatest extent possible in order to promote successful adoptions. Families will be required to complete all education requirements through MLJ Adoptions regardless of the requirements of Parent(s)' Provider. MLJ Adoptions will provide Parent(s) with adoption preparation education and training per Hague standards. Said education and training will occur outside the home study process, pursuant to 22 CFR 96.48. All education will be provided to Parent(s) prior to Parent(s) traveling to adopt the Child or before the Child is placed with the Parent(s), whichever occurs earlier.

1.4 Dossier Preparation and Submission: The dossier is a compilation of information about Parent(s) and their support system as requested by the sending country's Central Authority or other foreign entity. MLJ Adoptions shall advise Parent(s) on the necessary documentation required for international adoption. MLJ Adoptions shall provide instruction and assistance for Parent(s) in obtaining, completing, and reviewing such required documents. MLJ Adoptions shall assist Parent(s) in the completion of their dossier and in reviewing said dossier prior to submission. MLJ Adoptions may arrange for or provide translations when required by the officials of the sending country. MLJ Adoptions shall submit acceptable dossiers to appropriate officials of the sending country. Parent(s) understand that though the dossier may meet MLJ Adoptions' criteria, foreign or domestic entities may require additional information. Parent(s) further understand that there are no guarantees that Parent(s) will be successful upon submitting their dossier.

1.5 Immigration: In general, MLJ Adoptions shall assist United States

Resident Parent(s) with preparation and review of their immigration documentation I-600A/I-800A, and the Child's visa. MLJ Adoptions, or its overseas providers, shall make reasonable efforts to obtain necessary documentation and approvals for the child to enter the United States. MLJ Adoptions cannot and does not guarantee that any domestic or foreign governmental entity will provide the necessary travel documents.

1.6 Liaison: MLJ Adoptions shall act as a liaison between Parent(s) and the supervised international service provider(s) in the sending country. MLJ Adoptions and the supervised international service provider will also act as a liaison between Parent(s) and Central Authority or its designees in the child's country of origin. MLJ Adoptions will aid in all communication and activities necessary to meet the legal and social requirements related to a successful placement. Parents are not permitted to have contact with international service providers until travel in an effort to avoid communication/translation errors. More detailed information regarding the international supervised providers and their responsibilities will be provided in the Country Guidebook, which you will receive after becoming a client family.

1.7 Child Information:

1.7.1 MLJ Adoptions receives information about the Child that is under consideration for adoption from the sending country. Depending on the country, MLJ Adoptions international supervised provider or the country's Central Authority or its designee will initially identify a child for adoption and provide the child's background study. MLJ Adoptions' international supervised provider or the country's Central Authority or its designee, will secure the necessary consent or termination of parental rights to adoption. MLJ Adoptions shall make reasonable efforts to obtain all available medical, psychological, and historical records regarding the referred child. MLJ Adoptions shall provide Parent(s) with copies of the referred child's medical, developmental, and social records to the extent such records are available to MLJ Adoptions. Nothing in this agreement shall be construed to create an obligation on the part of MLJ Adoptions to conduct any assessment, evaluation, testing, or screening of any child.

1.7.2 MLJ Adoptions shall make all reasonable efforts to ensure that such records are translated into English and that Parent(s) receive records in the foreign language and English. Parent(s) may arrange for their own translations.

1.7.3 The initial report will be provided to Parent(s) adopting from Convention countries at least fourteen (14) days prior to Parent(s) traveling to the Child's country of origin to finalize the adoption or placement of the Child with Parent(s), whichever is earlier. MLJ Adoptions does not withdraw a referral until the prospective adoptive parent(s) have had two weeks (unless extenuating circumstances involving the child's best interests require a more expedited decision) to consider the needs of the child and their ability to meet those needs, and to obtain a physician's review of medical and other descriptive information, including photos and videotapes of the child if available. If possible, the review should be completed by a physician experienced with the needs of children who have received medical treatment overseas or familiar with the issues commonly arising with intercountry adoptions.

1.7.4 MLJ Adoptions shall make all reasonable efforts to obtain information available about the referred child and shall not misrepresent or withhold any such information. However, MLJ Adoptions cannot guarantee the completeness or the accuracy of the information it receives from any foreign or domestic provider or any governmental entity about the Child.

1.7.5 Nothing in this Agreement shall be construed as creating an obligation by MLJ Adoptions to conduct any assessment, examination, testing or screening of any child. MLJ Adoptions will provide such information if reasonably obtainable by third parties, as MLJ Adoptions often does not have the opportunity to observe and/or assess children.

1.7.6 Parent(s) understand that some countries may withhold medical, social, or historical information until Parent(s) travel for the purposes of adoption. Parent(s) further understand that this does not signify any fault or negligence of MLJ Adoptions.

1.7.7 Depending on the country, MLJ Adoptions' international supervised provider or the country's Central Authority will initially identify the Child for adoption and provide the child's background study. MLJ Adoptions' international supervised provider or the Country's Central Authority or its designee, will make reasonable efforts to secure necessary consent or termination of parental rights to adoption.

1.8 Foreign Adoption Process: Depending on the sending country, MLJ Adoptions' international supervised providers or the Central Authority in the country will accept custody from a birth parent or legal custodian for the purpose of placement for adoption. MLJ Adoptions works with at least one individual in each country from which MLJ Adoptions provides placement services. The MLJ Adoptions team maintains close working relationships with the international supervised providers in each country where MLJ Adoptions provides placement services to keep Parent(s) abreast of the adoption process and their specific adoption case.

1.9 Travel Assistance:

1.9.1 MLJ Adoptions shall assist Parent(s) in arranging travel for adoption trips to the sending country. MLJ Adoptions shall issue Parent(s) a Travel Guide that will provide information about traveling in the country. MLJ Adoptions does not guarantee that information contained in said Travel Guide is current, accurate or complete, as this information is ever changing.

1.9.2 It is MLJ Adoptions' policy not to provide specific vendors to Parent(s) adopting from a Convention Country for travel or other services. Parent(s) acknowledge that any such travel agents, guides, and/or translators are not agents or employees of MLJ Adoptions and MLJ Adoptions cannot guarantee the cost, reliability or availability of any such individuals.

1.10 Post-Placement and Post-Adoption Services:

1.10.1 Post-placement reporting is to be fulfilled by Parent(s) after placement and before the adoption is final. Post-adoption reporting is to be fulfilled after the adoption is final. MLJ Adoptions post-placement and/or post-adoption requirements are set forth in Parent(s) Fee Schedule. Post-placement or post-adoption requirements may include, but are not limited to, home visits, submission of photos, counseling, reporting, education, etc. Such requirements are subject to change.

1.10.2 If Parent(s) are residents of an MLJ licensed state, MLJ Adoptions shall provide all post-placement monitoring and reporting and/or post-adoption reporting and services, and any amendments or updates thereto. There are no circumstances in which Parent(s) who are Indiana residents may utilize another agency for their post-placement and/or post-adoption reporting services unless express consent is given to Parent(s) by MLJ Adoptions. Once the post-placement or post-adoption report is completed by MLJ Adoptions, MLJ Adoptions shall be responsible for submitting said report to a Hague Accredited adoption service provider for review and approval or to the child's country of origin.

1.10.3 If Parent(s) reside outside of an MLJ licensed state, the Parent(s) shall select an adoption service provider ("Provider") that comports with the requirements of this section to conduct their post-placement and/or post-adoption reports. The selected Provider must:

- (a) be approved, in advance, by MLJ Adoptions;
- (b) be located in the Parent(s)' state of residence;
- (c) complete an inter-agency agreement with MLJ Adoptions;
- (d) be a social services agency that is licensed to provide post-placement and post-adoption reports;

Parent(s) understand that MLJ Adoptions has no control over the performance of such Provider. Parent(s) further understand that they shall pay such fees and costs in accordance with the contract Parent(s) signed with the Provider.

1.10.4 If Parent(s) residing outside of an MLJ licensed state, adopt from a Convention Country, Parent(s) shall select a Hague Provider to conduct the post-placement and/or post-adoption services. Parent(s) understand that MLJ Adoptions has no control over the performance of such Hague Provider. Parent(s) further understand that they shall pay such fees and costs in accordance with the contract Parent(s) signed with the Hague Provider. Once the post-placement and/or post-adoption report is completed, MLJ Adoptions shall be responsible for submitting said report to the Child's country of origin.

1.10.5 MLJ Adoptions shall provide Parent(s) with post-placement and/or post-adoption monitoring services pursuant to the sending country as well as pursuant to 22 CFR 96.50. MLJ Adoptions will provide Parent(s) with the requisite post-placement and/or post-adoption reporting documents and post-placement and/or post-adoption visits. If an adoption is dissolved, MLJ Adoptions will provide the above-mentioned post-placement and/or post-adoption services to the second adoptive family if second family resides in an MLJ licensed state pursuant to the sending country and Hague requirements.

1.10.6 MLJ Adoptions shall provide post-placement and/or post-adoption reports to their respective sending country when required by said country. The requirements for

post-placement and/or post-adoption reporting are included in Parent(s) Fee Schedule, which is incorporated into this Agreement. In the event, the Child's country of origin changes its post-placement and/or post-adoption reporting requirements, Parent(s) will be notified, and Parent(s) shall comply with all new requirements.

1.10.7 The cost for said post-placement and/or post-adoption reports are incorporated into Parent(s) country specific Fee Schedule, if completed by MLJ Adoptions. If post-placement and/or post-adoption reports are completed by any other Provider, said Provider due to the exception outlined in 1.10.2 or for the reasons outlined in 1.10.3 and 1.10.4, such Provider must complete an inter-agency agreement with MLJ Adoptions and be approved by MLJ Adoptions. Parent(s) will refer to provider Provider's contract or fee schedule for information about costs associated with these services.

1.11. Disruption or Dissolution:

1.11.1 The term adoption "disruption" is used to describe an adoption process that ends after the Child is placed in an adoptive home and *before* the adoption is legally finalized, resulting in the Child's placement in a second adoptive home or entry into foster care. The term adoption "dissolution" is used to describe an adoption process that ends after the Child is placed in an adoptive home and *after* the adoption is legally finalized, resulting in the child's placement in a second adoptive home or entry into foster care.

1.11.2 In the event Parent(s) are in crisis and seeking to disrupt the placement or dissolve the adoption, MLJ Adoptions shall provide or arrange counseling depending on the location and needs of the family and the child. If counseling does not succeed in resolving the crisis and Parent(s) wish to disrupt the placement or dissolve the adoption, or MLJ Adoptions deems that the Child must be removed based on the best interests of the Child, the Child may be removed from the home pending a second placement as outlined in 1.11.5.

1.11.3 In the event of disruption or dissolution, Parent(s) shall retain legal custody until transfer of custody is made; Parent(s) shall have legal and financial responsibility for the transfer of custody in the case of impending disruption or dissolution. The Parent(s) shall also retain physical custody of the Child, unless the Child is involuntarily removed, as described in 1.11.4, or other arrangements, as described in 1.11.5, are made. Parent(s) shall at all times retain legal and financial responsibility for the Child and the Child's care until adoption by a second family.

1.11.4 If the Child is involuntarily removed from Parent(s), the Department of Children's Services ("DCS") that removed the Child will have legal and physical custody of

the Child and will make all decisions regarding what is in the best interests of the Child as it deems necessary.

1.11.5 In the event of disruption or dissolution, MLJ Adoptions may place the Child with a second family and, if a new family is not available, may place the Child in the care of a supervised or exempted provider, private temporary placement agency, or the Children's services department in Parent(s) state of residence.

1.11.6 In the event of disruption or dissolution, Parent(s) agree to allow MLJ Adoptions to find appropriate placement for the Child in the United States, and that MLJ Adoptions will not return the Child to the sending country unless it is in the Child's best interests and as a last resort. MLJ Adoptions will consider the Child's wishes, length of time in the United States, and other pertinent factors in making a determination of the Child's best interests. If age appropriate, MLJ Adoptions will ask the Child for his or her input regarding returning to his or her country of origin. The Central Authority, both domestic and foreign, will be notified in writing when MLJ Adoptions determines that it is in the Child's best interest to return to his or her country of origin. MLJ Adoptions will send the Central Authority, both domestic and foreign, a written determination, which sets forth the reasons for the determination and request a written approval if the respective Central Authorities approve of the Child's return. Returning a child to his or her country of origin will only be considered as a last resort.

In the event it is deemed necessary that the Child return to his or her country of origin, Parent(s) agree that they are financially responsible for the Child's transportation, care, and any legal fees. Further, Parent(s) will be required to submit all completed post-placement and/or post-adoption reports both to MLJ Adoptions and the foreign country.

1.12 Limitation of Obligations:

Parent(s) acknowledge and understand that MLJ Adoptions' responsibilities to Parent(s) are limited by MLJ Adoptions' obligation to ensure that adoptions happen in the best interests of children and occur in an ethical manner. Nothing in this Agreement obligates MLJ Adoptions to provide favorable determination regarding Parent(s) or favorable determinations or consents regarding the Child. MLJ Adoptions further may terminate this Agreement at any time should MLJ Adoptions deem at its sole discretion that the adoption is no longer in the best interests of the Child.

2. Responsibilities of Parent(s)

Parent(s) must be diligent throughout the adoption process in promptly completing their responsibilities. A failure to promptly complete any of the following responsibilities may not only be cause for the termination of the Agreement but may also jeopardize the Parent(s) adoption.

2.1. Communication:

2.1.1 Parent(s) shall maintain open communication with MLJ Adoptions. Parent(s) shall communicate directly to MLJ Adoptions with any questions or concerns about the adoption process. Further, Parent(s) shall communicate with MLJ Adoptions before taking any action that may jeopardize the adoption, this includes a breach of the referred child's confidentiality.

2.1.2 Parent(s) shall communicate with MLJ Adoptions regarding a change in status or change in plans within five (5) business days of such change. Parent(s) shall keep MLJ Adoptions fully informed within five business days of the following changes while Agreement is in effect:

- (a) Marital status;
- (b) Employment;
- (c) Financial status;
- (d) Home address;
- (e) Email address;
- (f) Phone number;
- (g) Family composition;
- (h) Additional household member;
- (i) Pregnancy;
- (j) Criminal history of any household member (excluding minor traffic infractions);
- (k) Change in health status of any household member;
- (l) Any allegations of child abuse or neglect against any household member;
- (m) Any efforts made by Parent(s) to adopt a child through any means or entity other than MLJ Adoptions; and/or
- (n) Any other significant change.

2.1.3 Parents are obligated at all times to provide MLJ Adoptions with truthful, accurate, and complete information throughout the duration of this Agreement.

2.1.4 Parent(s) agree not to contact MLJ Adoptions' foreign providers directly without the express consent of MLJ Adoptions, unless Parent(s) are in the country.

2.2 Fee for Adoption Services:

2.2.1 Parent(s) are solely responsible for furnishing all fees as requested by MLJ Adoptions in a timely manner pursuant to Parent(s) Fee Schedule. Failure to make payments promptly may result in delays or even the loss of a referral. MLJ Adoptions is not obligated to provide services to Parent(s) unless and until payments are made in full pursuant to the Fee Schedule. MLJ Adoptions may increase fees in a manner that applies equally to all similarly situated prospective adoptive Parent(s).

2.2.2 Refunds of agency fees for the first payment may be considered by sending a request for a refund to Accounts@MLJAdoptions.com or also to our mailing address within ten (10) days of the initial payment, you will be reimbursed 75% of the first payment fee. The 75% reimbursement of the first payment will be refunded to Parent(s) within sixty (60) days of the request.

The adoption application fee and IAAME Monitoring & Oversight fee are nonrefundable under any circumstances. MLJ Adoptions will return any paid funds for which the adoptive parent may be entitled within 60 days of the completion of delivery of services, for if the adoptive parent paid for a service that was not provided.

All donations made to MLJ Adoptions are non-refundable.

2.2.3 While this Agreement is in effect, Parent(s) agree not to make payments of any kind for adoption services or to any individual or entity in a position to influence the release of a Child. This includes a prohibition on direct or indirect payment to any official or employee of a foreign government, orphanage, birth parent or relative of the Child.

2.3 Ethical responsibilities of Parent(s)

Parent(s) are expected to act in compliance with all ethical responsibilities required under the Hague Convention, including not sending any gifts to anyone involved in the adoption proceeding in the foreign country. This includes any officials, biological family members, staff at an orphanage, or the child themselves. This action could be perceived as an attempt to "buy the child and could jeopardize Parent(s) adoption, other adoption proceedings presently in process in the sending country, and/or all future adoptions within the sending country. Any and all contact that Parent(s) believe needs to be made with any of the previously mentioned parties must be made through a party approved by MLJ Adoptions.

2.4. Home Study:

2.4.1 Parent(s) must promptly comply with all document requests and site visits by Parent(s)' home study preparer. Further, if an additional evaluation or counseling is recommended Parent(s) must comply with the home study preparer's request. All residents of an MLJ licensed state must use MLJ Adoptions to complete their home study, as described in section 1.2.

2.4.2 If Parent(s) reside outside of an MLJ licensed state, a local licensed home study preparer must be selected to complete the requisite home study preparation and monitoring (Please refer to the laws in your State). It is the responsibility of Parent(s) to employ such a home study preparer, for the preparer to enter into an inter-agency agreement and be approved by MLJ Adoptions and provide MLJ Adoptions with a copy of the home study report. Parent(s) are responsible for obtaining a home study assessment that addresses reasonable concerns raised by MLJ Adoptions, requirements of the laws of Parent(s) state of residence, the requirements of USCIS and Hague requirements.

2.4.3 Parent(s) expressly agree to consent to the release of information contained in their home study to MLJ Adoptions. Parent(s) further agree that MLJ Adoptions may

contact their home study provider regarding the home study assessment and all matters related thereto.

2.4.4 Parent(s) are solely responsible for the payment of fees associated with home study services to their home study preparer.

2.4.5 If MLJ Adoptions determines that Parent(s) need a new home study, home study update, or home study addendum, Parent(s) will comply with such request and make related payments.

2.4.6 Any home study prepared by MLJ Adoptions is the property of MLJ Adoptions and shall not be used or copied for purposes of pursuing an adoption outside of MLJ Adoptions.

2.5 Education:

2.5.1 Parent(s) are responsible for completing all necessary educational requirements pursuant to the laws of their state of residence as the laws of Parent(s) state require.

2.5.2 Parent(s) must complete MLJ Adoptions' required education prior to the submission of their dossier. All such education must be completed prior to Parent(s) traveling to adopt their child or before the Child is placed with the Parent(s), whichever is earlier. Parent(s) understand that if the required education is not complete MLJ Adoptions may delay the adoption process or withdraw a referral.

2.5.3 Parent(s) understand that ten (10) hours is the minimum requirement and that they should expect to complete more than ten (10) hours. Educational requirements will be customized and provided to Parent(s) in their Individual Education Plan following the completion of their home study. Additional education may be requested at any time during the process if MLJ Adoptions deems such education is necessary in the best interests of the Child.

2.5.4 Education training will be provided in-person and/or online. Parent(s) are encouraged to expand their knowledge about international adoption throughout the entire process, including after the child is placed with Parent(s).

2.6 Documents: Parent(s) must promptly complete all requisite documentation necessary to comply with the adoption process. Parent(s) must complete their dossier within six (6) months following the submission of their first payment to MLJ Adoptions, unless extenuating circumstances cause a delay.

2.7 Child Information:

2.7.1 Parent(s) must acknowledge in writing receipt of all child information documents provided through MLJ Adoptions. Parent(s) must accept or reject the referral within a reasonable time after the proposed referral is made.

Any rejection of a referred child deemed "unreasonable" by MLJ Adoptions or governmental or non-governmental organizations in the Child's country of origin may result in no additional referrals. In this event, the Agreement will terminate automatically.

2.7.2 Parent(s) agree and are responsible to have any and all medical information reviewed by a medical expert of Parent(s) choosing. If possible, this evaluation should take place prior to accepting a referral. Further, Parent(s) agree to provide MLJ Adoptions with a copy of said evaluation.

2.7.3 If the Child's country of origin requires that the referral, assignment and/or acceptance of the Child may not occur until Parent(s) travel to the country, Parent(s) must be comfortable with the lack of information provided,

2.7.4 Parent(s) agree not to post any identifying information about the referred child online until the Child arrives home. The purpose of this limitation is to safeguard children and diligently protect the confidentiality of children and protect from the possibility for misuse of a photo or identifying information by individuals or entities online.

2.8 Immigration:

2.8.1 Parent(s) are responsible, with the assistance of MLJ Adoptions, for completing all necessary steps for USCIS approvals. A pre-approval is necessary before MLJ Adoptions will issue Parent(s) a referral.

2.8.2 Parent(s) are responsible, with the assistance of MLJ Adoptions, to complete all necessary steps for the referred child to immigrate into the United States.

2.8.3 Parent(s)' immigration responsibilities include keeping all documentation and approvals current by application for extensions or providing USCIS with updated information.

2.9 Travel:

2.9.1 Parent(s) understand that they will be expected to travel one or more times to the Child's country of origin. If the Parent(s) must travel, the number of trips and the length of time spent in country will depend on the requirements of the sending country. Travel requirements are subject to change throughout the duration of the Parent(s) adoption process. If at the start of the adoption process it appears that Parent(s) can utilize an escort for travel, this may change requiring that Parent(s) travel later. Further, additional and/or longer trips than originally anticipated may be required at the point that Parent(s) travel.

2.9.2 Parent(s) are responsible for paying any and all expenses associated with travel including, but not limited to: translators, guides, accommodations, transportation, visa fees, exit fees, vaccinations, meals, travel insurance,

sightseeing, etc. Parent(s) understand that travel could be delayed for any number of reasons prior to or while Parent(s) are in the sending country. Parent(s) are also solely responsible for any additional costs incurred as a result of any delay or requirement to remain in the country longer than initially expected. Parent(s) agree that they will purchase only flexible/exchangeable/refundable tickets. It is important that Parent(s) purchase such flexible/exchangeable/refundable tickets, as required travel dates may change unexpectedly, without notice, and possibly without explanation.

2.9.3 Parent(s) agree not to provide gifts, money or other consideration to any birth parent, relative, guardian or any child, government employee, orphanage, family services agency personnel in country. This is of the utmost importance to ensure ethical adoptions and for the future of international adoptions,

2.9.4 At all times during Parent(s) visit, Parent(s) agree to behave in an appropriate manner with the understanding that Parent(s) are not only representing MLJ Adoptions, but also adoptive parents generally and, in many ways, the United States as a whole. Undesirable behavior or actions could have a significantly negative impact on Parent(s) adoption and international adoption as a whole. Parent(s) agree to at all times act civilly and respectfully towards the culture, customs, laws, and sovereignty of the people, government, and institutions of the sending country.

2.10 Post-Adoption/Post-Placement Requirements:

2.10.1 Parent(s) are solely responsible for any required post-placement and/or post-adoption requirements in accordance with the laws of Parent(s) state of residence, the sending country, and those requirements of MLJ Adoptions. Such responsibility includes payment of fees associated with such services.

2.10.2 Parent(s) are responsible for ensuring that all required post-placement and/or post-adoption reports are submitted to MLJ Adoptions in a timely manner.

2.10.3 Parent(s) understand and agree that MLJ Adoptions may submit letters of non-compliance to the Child's country of origin if Parent(s) fail to submit post-placement and/or post-adoption reports in a timely manner. Parent(s) further agree that MLJ Adoptions may apply to Marion County Superior Court seeking injunctive relief, including damages for any harm caused to MLJ Adoptions' adoption programs as a result of Parent(s) non-compliance. In such an event, Parent(s) agree to submit to the jurisdiction of Marion County and will pay all costs, disbursements and attorney's fees incurred by MLJ Adoptions attempting to enforce post-placement and/or post-adoption requirements. Out of state Parent(s) understand and agree that MLJ Adoptions may report non-compliance to the Child Protective Agency in the Parent(s) state of residence.

2.10.4 Failure by Parent(s) to comply with this section in whole or in part amounts to a material breach of this Agreement.

2.11 United States Adoption Finalization: This section applies to United States citizens only.

2.11.1 Parent(s) must finalize or re-finalize the Child's foreign decree of adoption in the Parent(s) State of residence. Parent(s) are responsible for determining what is required in their state of residence and completing such requirements.

2.11.2 If Parent(s)' child arrived home on an IR4 or IH4 visa, Parent(s) must start the finalization process within thirty (30) days after arrival home and of this process being permissible in Parent(s) state of residence.

2.11.3 If Parent(s)' child arrived home on an IR3 or IH3 visa, Parent(s) must start this process within one (1) year of the Child's arrival home.

2.11.4 Parent(s) must submit documentation proving the foreign adoption was finalized within thirty (30) days of the receipt of such finalization.

2.12 Commitment to Agreement: United States resident Parent(s) shall refrain from pursuing a child placement through other sources while this Agreement is in force, unless mutually agreed upon in writing with the Parent(s) and the Executive Director of MLJ Adoptions.

2.13 Confidentiality: Parent(s) shall strictly limit the electronic and/or other sharing of information about the referred child until the Child comes home. Disseminating such confidential information may not only jeopardize Parent(s) adoption, but may also jeopardize future international adoptions. Parent(s) must keep in mind that international adoption is a privilege granted by the foreign government in the Child's country of origin, it is not a right, and therefore can be closed at anytime and for any reason.

2.14 Complaints: Parent(s) shall report all complaints to their MLJ Adoptions Country Program Manager or other MLJ Adoptions team member with whom Parent(s) have been communicating, as the issue may be resolved more quickly without making a formal complaint. Parent(s) are encouraged to share any complaints they may have about MLJ Adoptions, as our team understands that Parent(s)' input will allow MLJ Adoptions to continually better its services. See Grievance Policy for additional information.

3. Policies and Procedures Governing Agreement

3.1 Policy Against Preferential Treatment: It is MLJ Adoptions' policy to provide placement services in the best interest of the Child. No preferential treatment is given to MLJ Adoptions' board members, contributors, volunteers, employees, agents, or consultants with respect to the placement of children. This policy is not meant to discourage

stakeholders from allowing MLJ Adoptions to assist them in successful placement, but rather to ensure that placement is made fairly among all of MLJ Adoptions' clients. Parent(s) may leave this blank if Parent(s) are not in the defined class (MLJ Adoptions board members, contributors, volunteers, employees, agents, or consultants).

We are/I am in the defined class _____ Initial _____ Initial

3.2 Policy on Donations to Orphanages/Special Program

Disclosure: MLJ Adoptions does not accept charitable donations intended for third parties. This policy is not meant to discourage Parent(s) or others from donating to orphans in need, but rather to ensure that prospective adoptive parent(s) are not under the impression that their donations will influence placement decisions. Orphanage donations of any kind are not required for purposes of completing the adoption.

In MLJ Adoptions' experience, however, it is common for prospective adoptive parents who have visited the orphanages during their stay in the Child's country of origin to help the children left behind. There are many ways to help these orphans, should one choose to do so. Past client families have enjoyed the rewards and satisfaction of helping those children in need by providing not only money, but also donating bedding, medication, clothes, coats, toys, and much more.

Any donations that MLJ Adoptions, its team members, or its client may wish to provide to an orphanage or service provider may be made through a non-profit charitable organization. MLJ Adoptions has worked with foundations and charitable organizations in the past that receive and distribute donations in a manner supportive of orphanage missions, service projects and assistance. MLJ Adoptions supports charities and foundations with a mission to improve the lives of orphans throughout the world.

3.3 Fee Waiver Policy: It is the policy of MLJ Adoptions not to customarily charge additional fees and expenses beyond those disclosed in the Agreement. In the event that unforeseen additional expenses are incurred in the foreign country, MLJ Adoptions charges such additional fees and expenses only under the following conditions:

- (a) It discloses the fees and expenses in writing to the Parent(s);
- (b) It obtains the specific consent of the Parent(s) prior to expending any funds in excess of one thousand dollars (\$1,000.00) for which MLJ Adoptions will hold the Parent(s) responsible unless the Parents(s) choose to waive this notice and consent requirement in advance; and
- (c) It provides written receipts to the Parent(s) for fees and expenses paid directly by MLJ Adoptions in the Convention Country and retains copies of such receipts, if possible.

In the interest of allowing MLJ Adoptions to more efficiently provide placement services, I/we hereby waive my/our right to the notice and consent requirement, listed above in section 3.3(2), prior to MLJ Adoptions expending funds in excess of one thousand dollars (\$1,000.00).

Parent(s) may leave this blank if Parent(s) do not wish to waive this right.

We/I will waive our/my right to notice _____ Initial
_____ Initial

3.4 Refund Policy: All requests for refunds of initial payment are to be sent to:

- (a) Accounts@mljadoptions.com, and
Via mail to MLJ Adoptions' mailing address
If Parent(s) provide a written request for a refund, per the above, within ten (10) days of the initial payment, Parent(s) will be reimbursed 75% of initial fee. The 75% reimbursement of the initial fee will be refunded to Parent(s) within sixty (60) days of the request.
- (b) The adoption application fee and IAAME Monitoring & Oversight fee are nonrefundable under any circumstances.
- (c) All donations are non-refundable.

Payments made to MLJ Adoptions are for services rendered and are not to be considered payment for children. The second portion of the Agency fee and the Dossier Review Fee are nonrefundable. Should your adoption be suspended due to program changes, MLJ Adoptions may at the discretion of the Executive Director and Board of Directors choose to transfer up to \$5000 to a new program.

International fees that have been collected but not sent to a foreign service provider will be refunded. Although we will work hard to obtain the refund of any international fees paid to a foreign coordinator/attorney/authority, if you withdraw from the adoption process for any reason or if the adoption fails for any reason, we cannot make any assurances or promises for the return of international fees or for program country expenses. In the event that your referred child is in interim care less than the number of months that have been paid for, a refund check will be issued for the unused months within sixty (60) days.

3.5 Policy of Changing Country Programs: There are risks that a country may close its doors to international adoption or change its laws in such a manner rendering Parent(s) no longer eligible to complete an adoption from the country.

In the event that either the country closes to international adoption or Parent(s) become ineligible to adopt from the country originally desired due to changes in the country's laws, Parent(s) may change country programs within MLJ

Adoptions. Parent(s) will be notified of such occurrences by their MLJ Adoptions Country Program Manager as soon as such information is available. In the event that Parent(s) wish to proceed with an adoption through MLJ Adoptions via a different country program, Parent(s) may do so at a reduced cost, provided Parent(s) notify their MLJ Adoptions Program Director within *three (3) months* of receiving notification that the country is closing its doors to adoption or that Parent(s) no longer qualify for the program due to changes in the country's laws.

If Parent(s) have paid the entire agency fee to MLJ Adoptions (the payment number will vary depending on country), Parent(s) will be entitled to up to a five thousand dollar (\$5,000.00) credit toward the country program or their choosing so long as they qualify for said program, at the discretion of the Executive Director and Board of Directors. This transfer may not apply to Pilot programs. In the event that Parent(s) have expended monies towards the foreign fee (the payment number will vary depending on country) these monies will not be returned or refunded. Monies that have been sent abroad cannot be returned. Monies paid in an adoption are fees paid for agency resources and professional services rendered and do not guarantee the successful adoption of a child.

Parent(s) will not directly receive a credit in the amount of five thousand dollar (\$5,000.00), this amount will only be credited to a future adoption should Parent(s) decide to continue to work with MLJ Adoptions. The purpose of this credit is to assist those who have experienced a complete block from adopting a child from their original chosen country. Parents who change their country for any other reason do not qualify for the credit.

3.6 Grievance Policy and Procedure: MLJ Adoptions strives to provide timely, consistent, and quality adoptions services. It is our policy to provide any birth parent, prospective adoptive parent, or adoptee with an opportunity to express concerns about services provided or denied to them by MLJ Adoptions. It is our policy to permit any Complainant to lodge a signed and dated complaint directly with MLJ Adoptions about any of the services or activities of MLJ Adoptions (including its use of supervised providers) that Complainant believes to raise an issue of compliance with the Hague Convention, the International Adoption Act of 2000 (the "IAA"), the Universal Accreditation Act ("UAA") or the regulations implementing the IAA and UAA, and advises such individuals of the additional procedures available to them if they are dissatisfied with MLJ Adoptions' response to the complaint. This Client Grievance Policy and Procedure document will be provided to prospective adoptive parent(s) at the time that this Adoption Service Agreement is signed.

The purpose of this complaint procedure is to protect the rights of the Complainant in bringing their issues to the

attention of MLJ Adoptions as well as to better our services in the future.

Individuals who have a complaint that they would like to bring to the attention of MLJ Adoptions are encouraged to do so. However, MLJ Adoptions requests that the individual first discuss the matter with the MLJ Adoptions staff member with whom he or she has been communicating, as the issue may be resolved more quickly without making a formal complaint. If after discussing the issue with the MLJ Adoptions staff member the individual still wishes to file a complaint, we ask that the Complainant adhere to the following steps:

Step 1: Complainant must bring their complaint to the attention of MLJ Adoptions' Executive Director in writing, and the complaint must be signed and dated. Complainant is encouraged to use the Client Grievance Form to lodge all complaints. Complainant should further be encouraged to lodge the Grievance with MLJ Adoptions prior to it being lodged with MLJ Adoptions' Board of Directors. If the complaint is about MLJ Adoptions' Executive Director, it must be sent to the Chief Operating Officer and to the attention of MLJ Adoptions' Board of Directors President directly by mail. Please contact MLJ Adoptions' offices for this address.

Step 2: Within thirty (30) days of the date that the written complaint is received, MLJ Adoptions or the Board of Directors will consider the complaint and mail a written decision (the "Decision") to the Complainant. The response will be mailed no later than thirty (30) days after the complaint is received. To the extent that the complaint is time sensitive, review may be expedited.

Step 3: If the Complainant is dissatisfied with MLJ Adoptions' response, Complainant may file a written Request for Review with the Board of Directors. The Request for Review must be sent to MLJ Adoptions' Board of Directors President directly within fifteen (15) business days from the date that the Decision is sent. The Request for Review must state the reasons for disagreement with the Decision and the outcome desired by the complainant. Please contact MLJ Adoptions' offices for this address.

Step 4: At the next regularly scheduled meeting of the Board of Directors, the Request for Review will be considered. If requested, the Complainant may be present at this meeting. The Board of Directors will render a Final Decision at said meeting, or in writing within thirty (30) days thereafter and will mail a copy of the Final Decision to the Complainant within ten (10) business days of rendering a decision. The Final Decision will consist of a statement supporting the original Decision, or a decision to reverse the original Decision and a recommended plan of action for MLJ Adoptions to resolve the problem. The Final Decision will be considered MLJ Adoptions' final agency action.

If Complainant wishes to complain to the Better Business Bureau, their contact information is provided below for your reference:

BBB of Central Indiana
22 E. Washington St. Ste. 200
Indianapolis, IN 46204

If Complainant wishes to complain to Hague Complaint Registry, Complainant may complete and submit a Complaint Form by visiting:

<https://travel.state.gov/content/travel/en/Intercountry-Adoption/about-adoption-service-providers/hague-complaint-registry.html>

and following the directions provided. Complainant may also request a hardcopy of the Complaint Form by calling the Department of State at (888) 407-4747.

If complainant wishes to complain to the Intercountry Adoption Accreditation and Maintenance Entity (IAAME) regarding public information allowed by applicable laws and regulations of the Department of State, as governed by 22 CFR Part 96, they should contact IAAME at www.iaame.net.

Individuals making a complaint will not be discriminated against with respect to their receipt of MLJ Adoptions' services.

3.7 Policy on Dissemination of Information and Trade Secrets:

3.7.1 The documents and guides that Parent(s) will receive from MLJ Adoptions as a result of the agency client relationship are the result of extensive research and international travel. **Parent(s) are not permitted to distribute said information in any manner to a third party.** A failure to comply with this policy will result in monetary damages in the amount of six thousand dollars (\$6,000.00) in addition to attorney fees, court fees and related fees incurred to the distributing party. The purpose of this policy is not only to protect MLJ Adoptions work product, but also to ensure, to the best extent possible, that third parties do not receive outdated documents that could potentially hinder future international adoptions.

3.7.2 Parent(s) will not disseminate any information considered to be a trade secret of MLJ Adoptions, such trade secrets include:

- (a) location of orphanages and foster homes where MLJ Adoptions' referred children reside;
- (b) names and contact information for MLJ Adoptions' foreign providers; and
- (c) names of orphanage directors or care givers caring for MLJ Adoptions' referred children.

Parent(s) agree not to divulge this information to any person or entity directly or indirectly without the prior written consent of MLJ Adoptions. This includes electronic dissemination of any kind. This restriction survives any termination of this

agreement and remains effective for as long as MLJ Adoptions is in operation.

_____ Initial _____ Initial

3.8 Policy on Confidentiality:

3.8.1 MLJ Adoptions understands how exciting the adoption process can be, and that you and your family may be inclined to share information about your referred child. However, we must strictly limit the electronic or other sharing of this information until the adoption is completed in your child's country of origin.

3.8.2 It is especially important that you refrain from disseminating any identifying information (last name, date of birth, country of origin, orphanage, etc.) about your referred child electronically, as this information is easily forwarded. Many citizens in your referred child's country of origin may be opposed to international adoption. It is our job to make certain that information about you and your child remains confidential as to ensure, to the best of our ability, that your referral is not jeopardized/lost/terminated.

3.8.3 This limitation is not meant to discourage you from participating in an online forum. However, we do request that you refrain from posting on public blogs or forums and are mindful not to publicize identifying information. You may however blog on your personal site (please protect with a password), and/or the MLJ Adoptions website, general information only. You may share that you are adopting and share information about fundraising efforts related thereto. You may not share process information, country information, or child specific information. Of course, reading other blogs and forums can be beneficial; we just ask that you not participate in the writing of blogs or forums on other public websites.

3.8.4 These provisions are necessary for the protection of children and the international adoption process. Further, child predators can easily access content on the Internet, so keeping such information confidential is essential for the protection of these vulnerable children. In addition, foreign cultures do not always share the same enthusiasm for adoption as the adoptive parents. Any comments made on the Internet in regards to the adoption process, orphanage, country, or child could be taken offensively, even though that was not the intent of the poster.

3.8.5 Parent(s) agree to be mindful not to disseminate identifying information about your referred Child, as dissemination of such information may not only jeopardize your adoption, but also those prospective adoptive parents who wish to adopt from the Child's country of origin in the future.

3.9 Dossier Completion Policy:

3.9.1 Parent(s) understand that they are responsible for completing their dossier in a timely fashion. Parent(s) understand that the timely completion of the dossier is extremely important in the adoption process. Parent(s) understand that delaying the completion of the dossier delays and can jeopardize the adoption. The more time that elapses during the adoption process, the more risks Parent(s) may encounter; for example, losing a potential referral or the changing of laws – these examples are not exhaustive.

3.9.2 Parent(s) agree to complete our dossier within **six (6) months** from the time of making full initial payment pursuant to Parent(s)' Fee Schedule. Parent(s) understand that the home study and USCIS responses to applications may take up to two (2) months individually and therefore, we must start the home study immediately.

3.9.3 In the event that Parent(s) dossier completion takes more than **six (6) months**, Parent(s) understand that they are required to pay an additional three hundred and fifty dollars (\$350.00) per month until its full and final completion to MLJ Adoptions. This fee of three hundred and fifty dollars is for extending MLJ Adoptions' services only, this fee does not include additional services that MLJ Adoptions provides as a result of the tardy submission of your dossier, such as authentication, and translation – these examples are not exhaustive.

3.9.4 In the event Parent(s) dossier completion takes more than six (6) months; Parent(s) understand that MLJ Adoptions has the right to terminate their adoption process. Parent(s) understand that a delay in the dossier preparation creates numerous difficulties for the agency and therefore, MLJ Adoptions has the right to terminate their adoption process. Parent(s) understand that there are NO REFUNDS for any fees paid if MLJ Adoptions terminates our adoption for this reason.

3.10 Policy on International Travel:

Parent(s) are not permitted to travel to the country from which they wish to adopt between the start of the process and accepting a referral, without the express consent of MLJ Adoptions.

This limitation is not meant to discourage Parent(s) from experiencing the culture and environment of the area from which they wish to adopt. In fact, we encourage Parent(s) to learn about the environment and culture throughout the process. While we understand Parent(s) are eager to bring the Child home, it is in the best interests of the Child and those children left behind not to travel prior to accepting a referral.

The reason for this limitation is two-fold. First, it is important not to inadvertently delay the process by Parent(s) either providing in-country providers with incomplete information or by the country's governmental agents providing Parent(s)

with inaccurate information intentionally or unintentionally. Second, Parent(s) are generally at a heightened emotional state at the start and throughout the adoption process, causing Parent(s) to make decisions during travel that are against their best judgment. As a Hague Approved Licensed Child Placing Agency, it is our obligation to ensure no payments are made by us or by the Parent(s) as payment to induce the release of a child. As many of the countries in which we provide adoption services are impoverished, Parent(s) may be placed in a position where they feel obligated to make donations to orphanages or other institutions.

Making payments as an inducement to release the Child is a violation of this Agreement and grounds for termination of this Agreement by MLJ Adoptions.

Traveling to your Program Country prior to accepting a referral and without the express consent of MLJ Adoptions is a breach of this Agreement and grounds for termination by MLJ Adoptions. Parent(s) attest that they will not travel to their Program Country prior to accepting a referral and without the express consent of MLJ Adoptions.

_____ Initial _____ Initial

3.11 Release to Use Pictures: As part of MLJ Adoptions' work we: (1) prepare materials for distribution, (2) maintain our website, (3) engage in social media marketing, (4) prepare displays for adoption seminars and conferences, (5) produce videos or be asked to comment on television, all of which may include pictures of children and adoptive parents. MLJ Adoptions maintains the right to use any picture provided to MLJ Adoptions by families before or after the Child arrives home without any identifying information (last name, phone number, etc.)

3.12 Release of Information to Spouse: If Parent(s) are a married couple, by signing this Agreement each spouse authorized MLJ Adoptions to disclose to and discuss with the other spouse any confidential information MLJ Adoptions may learn or obtain concerning either spouse. Each spouse hereby releases MLJ Adoptions from all legal responsibility or liability that may result from the release of information.

3.13 Pregnancy and Domestic Adoption Policy
MLJ Adoptions is child focused in its policies in an effort to further the best interests of children. Therefore, MLJ Adoptions does not hinder the child's chances for a home based on pregnancy or the addition of another child through domestic adoption. The following are options in the event that Parent(s) become pregnant or have a domestic adoption placement.

One option is for Parent(s) to continue the adoption process as originally planned without delay, provided the Country does not have limitations against this continuation.

Parent(s) may be able to freeze where they are in the process, depending on where Parent(s) are in the adoption process. The amount of money that had been paid to MLJ Adoptions up until that time could be put on hold for up to 12 months while the family welcomes the new child into their home. No fees will be refunded. There are no guarantees that the process in the sending country will not change, causing Parent(s) to become ineligible or that the sending country will not close to international adoption. There is a chance of having to switch to a new program if either issue occurs during absence from the process with MLJ Adoptions. If the country closes to adoption or Parent(s) become ineligible, MLJ Adoptions will provide Parent(s) with up to a \$5,000 credit towards a new program that Parent(s) qualify for. However, once an adoption is complete in the child's country of origin, the child is legally the responsibility of Parent(s).

4. Terms of Agreement

4.1 Termination:

4.1.1 This Agreement may be terminated at any time by either Parent(s) or MLJ Adoptions prior to Parent(s) acceptance of a referred child. Parent(s) failure to comply with any of the incorporated provisions of the Parent(s) responsibilities may result in the termination of this Agreement by MLJ Adoptions. Parent(s) actions that may cause termination, include, but are not limited to the following:

- (a) Failure to make timely payments pursuant to the Fee Schedule;
- (b) Parent(s) actions that would jeopardize MLJ Adoptions' ability to work with the Central Authority or other foreign entity providing adoption services;
- (c) Parent(s) acceptance of a referral through any source other than MLJ Adoptions without written approval by the Executive Director of MLJ Adoptions;
- (d) Material breach of Agreement; or
- (e) Determination by MLJ Adoptions that the Child's placement with Parent(s) would not be in the Child's best interests; and/or
- (f) Any failure or refusal by foreign entity to grant placement.

4.1.2 Termination of Agreement by either party will automatically relieve both Parties of any and all obligations pursuant to this Agreement except those in relation to:

- (a) Fees owed by Parent(s) for services rendered, and
- (b) Sections 2.6, 2.9, 2.10, 3.7, 3.8 and 3.10 which will remain in effect notwithstanding termination of this Agreement.

4.2 Dispute Resolution:

4.2.1 Should a dispute arise from this Agreement, Parent(s) agree to first exhaust all options through MLJ Adoptions' Grievance Procedure including all appeals to

MLJ Adoptions' Board of Directors before taking additional legal action.

4.2.2 Parties agree in good faith to resolve unresolved disputes through mediation administered by the American Arbitration Association in the State of Indiana with a mutually agreed upon mediator.

4.2.3 If mediation fails, Parties agree to arbitration.

4.3 Severability: In the event that any provision of this Agreement is found invalid, illegal or unenforceable under any applicable law or regulation, that provision of the Agreement is severed, and the remainder of the Agreement will remain in effect.

4.4 Integration: This Agreement and attached documents and documents expressly incorporated by reference contain the full and final agreement between the Parties. This Agreement supersedes all other agreements, verbal or written. This Agreement is being signed without any additional representations.

4.5 Choice of Law: The laws of Indiana govern all matters relating to this Agreement, including torts, excluding any rule of law that would result in another choice of law.

4.6 Choice of Forum: Any litigation under this Agreement must be brought and exclusively maintained in Marion County Superior Court. However, in the event there is federal jurisdiction and any such litigation under this Agreement is not brought and maintained exclusively in the Marion County Superior Court, it must be brought and maintained exclusively in the United States District Court for the Southern District of Indiana.

4.7 Amendments: This Agreement may be amended only by an agreement in writing.

DISCLOSURE ACKNOWLEDGMENT AND WAIVER OF RISKS IN INTERNATIONAL ADOPTION

This Disclosure Acknowledgment and Waiver of Risks in International Adoption (hereinafter "Waiver"), by and between the undersigned prospective adoptive parents (hereinafter "Parent(s)") and MLJ Adoptions International (hereinafter "MLJ Adoptions") discloses risks associated with international adoption to Parent(s).

Release: Parent(s) acknowledge that they understand and assume the risks set forth in this Waiver and agree to waive any and all claims against MLJ Adoptions, its employees or agents. In addition, Parent(s) release MLJ Adoptions and hold MLJ Adoptions harmless from any responsibility direct or indirect for any type of injury, harm, or loss in any way caused

by, contributed to, or arising out of acts or omissions of third parties.

INTRODUCTION

The purpose of this Waiver, in conjunction with your Adoption Service Agreement, is to set forth some, but not all, of the risks associated with international adoption.

As relevant information becomes known to MLJ Adoptions, said information will promptly and completely be disclosed to you. However, it is important to understand that the completeness and accuracy of information available to MLJ Adoptions varies from placement to placement. Consequently, certain risks, known or unknown may become significant as the adoption process continues. Further, it is important to understand that not all information will be known or knowable, and that risks, known and unknown may significantly affect your ability to proceed with the adoption process or may significantly affect the health of your child.

Parent(s) understand there are significant risks associated with international adoption. While MLJ Adoptions makes every effort to diligently pursue a successful placement, we cannot guarantee that Parent(s) adoption will be successful. However, in the event that Parent(s) encounter difficulties, MLJ Adoptions will assist in the resolution of those problems to the extent resolution is possible. Parent(s) understand that there are various elements of the adoption process that MLJ Adoptions does not have control over, including, but not limited to: domestic law, foreign law, international law, U.S. State Department, USCIS, and the international community.

1. Legal Risks

International adoption involves significant legal risks, as there are four separate legal systems involved: state law, federal law, foreign law, and international law. Such laws and policies and changes thereto and updates thereof are beyond the control of MLJ Adoptions. MLJ Adoptions cannot and does not guarantee that the laws and policies of the sending country or the laws and policies of the receiving country will not change causing significant impediments to the adoption process for Parent(s) or disallowing a successful adoption for Parent(s) altogether.

Parent(s) understand that, while MLJ Adoptions will make reasonable efforts to remedy all legal problems, due to the conflict of laws (United States law vs. Foreign or International law), there may not be an adequate remedy at law for Parent(s). These legal risks include the possibility that the foreign country's government could change the laws regarding adoption prohibiting Parent(s) from continuing with the adoption. There is the possibility that the foreign country could become engaged in a civil or international dispute/conflict/transfer of power that would consequently inhibit the adoption process.

MLJ Adoptions cannot and does not guarantee that:

_____ Initials

- (a) Any child will be referred to Parent(s) or placed with Parent(s) for purposes of adoption;
- (b) Any child will be placed with Parent(s) for the purposes of adoption
- (c) The Child will be allowed to immigrate to the receiving country; or
- (d) Parent(s) will be successful in the adoption of any child.

Release: Parent(s) agree to release MLJ Adoptions, and any employees or agents thereof, from any and all liability and responsibility for any type of injury, harm, damage or loss that may be the result of any changes in laws or policies outside of the control of MLJ Adoptions.

2. Time Frame

The time frames for international adoption are in many ways unpredictable. Parent(s) understand there are no guarantees that a child will be placed within a specified time frame. Adoptions may be delayed or discontinued in the foreign country for any number of reasons.

In an effort to minimize this risk, MLJ Adoptions requires that Parent(s) complete their dossier in a timely fashion. Parent(s) understand that the timely completion of their dossier is extremely important in the adoption process. Parent(s) understand that delaying the completion of the dossier can jeopardize and/or delay the adoption. Parent(s) understand that the more time that elapses during the adoption process, the more risks Parents(s) may encounter. Examples include losing a potential referral or the changing of laws – these examples are not exhaustive.

Release: Parent(s) agree to release MLJ Adoptions, and any employees or agents thereof, from any and all liability and responsibility for any type of injury, harm or damage or loss that may be the result of the temporal risks, as stated above.

3. Financial Risk

MLJ Adoptions does not customarily charge fees above and beyond what has been disclosed in Parent(s) Fee Schedule. MLJ Adoptions maintains the right to adjust or modify the Fee Schedule in the event that a third party increases fees. Parent(s) understand and assume the risk that additional fees may be charged. These costs can be caused by any number of reasons in the foreign country. Parent(s) understand that fees both domestic and foreign are subject to change with or without notice and possibly without specific explanation. However, in an effort to minimize this risk, MLJ Adoptions makes every effort to keep the fees as consistent as possible. Parent(s) agree to pay funds to MLJ Adoptions as requested per the Fee Schedule.

Release: Parent(s) agree to release MLJ Adoptions, and any employees or agents thereof, from any responsibility for the

financial risks associated with international adoption as stated above.

4. Condition of Child

4.1 Characteristics of Child: MLJ Adoptions cannot and does not guarantee characteristics of a child referred to Parent(s), MLJ Adoptions does not guarantee the age, gender, condition, nationality, or that the Child is located within a particular area of the country.

4.2 Health of Child: MLJ Adoptions cannot and does not guarantee the health of the Child. The following are risks that can negatively affect the health of a prospective adoptive child: (1) malnutrition; (2) lack of adequate medical care; (3) lack of prenatal care; (4) institutionalization and/or multiple transitions; (5) poor medical assessment; (6) lack of resources; (7) misdiagnosis. This list is intended to provide examples and is not meant to be exhaustive. When adopting a child from another country, that child is likely to have undiagnosed medical or physiological problems or otherwise have additional needs. This includes developmental delays and behavioral problems. A child may have also experienced abuse or neglect.

4.3 Medical Reports Received:

4.3.1 MLJ Adoptions provides Parent(s) with all medical information received about the Child. However, MLJ Adoptions cannot and does not guarantee the completeness or accuracy of any medical reports provided to Parent(s). Prior to placement, the Child may have been examined in the Child's country of origin and been found to be "healthy." Even in this case, MLJ Adoptions cannot and does not guarantee that the Child is free from minor or major physical or mental health needs. MLJ Adoptions cannot guarantee accuracy or completeness of any information given to us about any referred child.

4.3.2 Parent(s) understand that medical and birth histories often do not exist in the form that we are accustomed to in the United States or Canada. Further, Parent(s) understand that their referred child may have undiagnosed or misdiagnosed medical, developmental, emotional, or physical problems, which may be temporary or permanent. These medical conditions may include disease, mental health issues, bacterial infection, or even death. Such problems may not be known or capable of being known until your child is home.

4.3.3 Parent(s) have the right to review all available medical information received from MLJ Adoptions. In an effort to minimize this risk, MLJ Adoptions encourages Parent(s) to consult with a pediatrician or other appropriate medical specialist(s) to review the information provided to Parent(s) before accepting a referral.

4.3.4 MLJ Adoptions does not investigate or independently verify any information provided to us by foreign entities, hospitals, referral sources, doctors or other

sources. MLJ Adoptions is not responsible for any representations by any medical care providers with respect to the health of the Child. Any representations to the Parent(s) by MLJ Adoptions are only opinions; employees of MLJ Adoptions are not medical experts.

4.3.5 Parent(s) further understand that in some cases Parent(s) will be provided with no medical information prior to accepting a referral.

4.4 Care Received Pending Adoption: MLJ Adoptions cannot and does not guarantee the health of the Child pending the adoption, whether that child resides in an orphanage or interim care. Further, MLJ Adoptions does not guarantee that Parent(s) will receive updated information pending the adoption. MLJ Adoptions makes reasonable efforts to obtain such information but cannot guarantee the number of updates Parent(s) will receive or if Parent(s) will receive any updates. MLJ Adoptions also cannot and does not guarantee that the Child will receive vaccinations and if vaccinations are given, MLJ Adoptions does not guarantee that vaccinations will meet the standards of the receiving country.

Release: Parent(s) agree to release MLJ Adoptions, and any employees or agents thereof, from any and all liability and responsibility for any type of injury, harm, damage or loss which may be the result of the condition of the Child regardless of when any such injury, harm or damage or loss is discovered.

5. Risk of Lost or Withdrawn Referral

Parent(s) understand that a specific child may be referred to Parent(s), but that referral may be lost or withdrawn for reasons that are out of MLJ Adoptions' control. For instance, a child may be deemed too ill for adoption, a birth parent may reclaim the Child, or the Child may not be available in the time frame that you desire or within the foreign country's time limitations.

Domestic law may change in that immigration law will no longer permit the issuance of the necessary orphan visa for your child to enter the United States. Further, on occasion, the foreign country or an individual referral source may withdraw a referral with or without an explanation. Parent(s) understand that events occurring internationally or within the foreign country with respect to referrals are out of MLJ Adoptions' control. MLJ Adoptions may also withdraw a referral if it is found that such an adoptive placement is not in the best interests of the Child. The examples in this section are not exhaustive.

Release: Parent(s) agree to release MLJ Adoptions, and any employees or agents thereof, from any and all liability and responsibility for any type of injury, harm, damage, or loss which may be caused by a lost or withdrawn referral.

6. Risk of International Travel

There are inherent risks involved with traveling to and from a foreign country, as well as traveling within a foreign country. Parent(s) may incur delays and additional expenses associated with international travel that are unexpected. Parent(s) are encouraged to consult a physician regarding travel medicine and safety. Further, there are health and safety concerns with such travel. In an effort to minimize this risk, it is important that Parent(s) purchase flexible/exchangeable/refundable tickets, as required travel dates may change unexpectedly. MLJ Adoptions is not liable for any additional costs or injury resulting from international travel.

MLJ Adoptions cannot and does not guarantee the safety of Parent(s) when traveling abroad. Travel may involve additional risks of exposure to crime, violence, disease, accident or other additional hardships.

Release: Parent(s) agree to release MLJ Adoptions, and any employees or agents thereof, from any and all liability and responsibility for any type of injury, harm, damage, or loss as a result of international travel.

7. Risk Created by Other Entities

Many individuals and entities are involved in the international adoption process. Those involved may include but not be limited to: officials, attorneys, referral sources, social workers, as well as immigration entities and governmental entities, both foreign and domestic. MLJ Adoptions cannot predict either the delays or the expenses associated with all of these independent entities. Therefore, MLJ Adoptions cannot make any guarantees with respect to these entities carrying out services or the costs associated therewith. While MLJ Adoptions will diligently pursue the timely completion of services performed by other entities, Parent(s) understand and assume the risks associated with the involvement of other entities.

Release: Parent(s) agree to release MLJ Adoptions, and any employees or agents thereof, from any and all liability and responsibility for any type of injury, harm, damage, or loss as a result of risks created by third parties.

8. Additional Risks in Special Needs Adoption

8.1 Legal Risks: In the Special Needs Program, Parent(s) may view information regarding waiting children early on in the adoption process. There is a risk that Parent(s) may not receive a favorable recommendation for adoption from their home study provider; this would inhibit Parent(s) from being permitted to adopt the referred, or any, child. There is a risk that Parent(s) may not receive an approval of their I600A/I800A or other immigration documents, which would inhibit Parent(s) from being able to adopt.

8.2 Financial Risks: In the event that Parent(s) do not receive the requisite approvals to adopt the special needs child or any other child, Parent(s) will nonetheless be responsible for fees for services rendered by MLJ Adoptions. Any fees paid to MLJ Adoptions are to be considered fees for professional services and not fees paid to adopt a child. Parent(s) understand that there may be additional medical testing and supervision needed for a child with special needs. Parent(s) understand that they are responsible to pay the additional amounts that may be requested for any additional care for the Child in order to further the best interests of this child.

In addition, Parent(s) understand that the referred child will likely reside in interim care/foster care/orphanage care for longer than the amount contemplated in their country specific Fee Schedule. Parent(s) understand that they may be responsible for care while the Child resides in interim care/foster care/orphanage according to specific Fee Schedule. Parent(s) understand that they may be responsible for care while the child resides in interim care/foster care/orphanage.

Release: Parent(s) agree to release MLJ Adoptions, and any employees or agents thereof, from any and all liability and responsibility for any type of injury, harm, damage, or loss associated with special needs adoption as stated above.

Agreed this _____ day of _____, 20__.

Parent(s):

_____ Signature _____ Print

_____ Signature _____ Print

MLJ Adoptions International:

_____ Signature _____ Print

Appendix A: For MLJ Licensed U.S. Resident Parent(s)

Home Study Adoption Service Provider Approval

Home studies entail document collection, at least one home visit, and a written home study assessment. To ensure compliance with state and federal law, MLJ Adoptions must approve the adoption service provider Parent(s) have selected **before** the home study process may commence.

1. To satisfy state law requirements, the home study must be prepared by an adoption service provider in the Parent(s)' state of residence.
2. Additionally, in order to comply with the Intercountry Adoption Universal Accreditation Act of 2012 (UAA), the home study must be prepared by an adoption service provider that is Hague **accredited** (*not* approved). To find a Hague accredited adoption service provider, you may conduct a search on the U.S. Department of State's website:

http://adoption.state.gov/hague_convention/agency_accreditation/agency_search.php

Following MLJ Adoptions' approval of the selected adoption service provider, it is the responsibility of Parent(s) to employ the approved adoption service provider and provide MLJ Adoptions with a copy of the home study assessment upon its completion.

Below, please provide the information of Parent(s)' in-state, Hague accredited, adoption service provider:

Name of Organization: _____

Phone Number: _____

Email Address: _____

Mailing Address: _____

Once Parent(s) have received approval from MLJ Adoptions, home study preparation may proceed.

Consent to Release of Information

Parent(s) agree to consent to the release of personal information with their home study adoption service provider. Parent(s) further agree that MLJ Adoptions may contact their home study adoption service provider regarding the home study assessment and all matters related thereto. This consent to release of information is limited to only the home study provider and with matters related to your home study assessment only. This consent is necessary in order to ensure that Parent(s) home studies are completed in a manner consistent with our licensing standards and meets the requirements of the country from which you wish to adopt.

Appendix B: For Families Participating in Pilot Programs

As a pilot program, there are inherently additional risks associated with adopting from a newer country program. Below you will find some of the additional risks associated with such an adoption (this information is meant to give Parent(s) examples, and not intended to be an exhaustive list of additional risks).

Time Frame

While MLJ Adoptions has provided parents with an estimated time frame to complete an international adoption from their desired country, there are no guarantees that Parent(s) adoption will be completed within this time frame. Because MLJ Adoptions has not yet brought a child home from this country, MLJ Adoptions cannot provide a concrete temporal estimate of the Child's expected arrival. The time frames for international adoption are in many ways unpredictable. Parent(s) understand there are no guarantees that a child will be placed within a specified time frame. Adoptions may be delayed or discontinued in the foreign country for any number of reasons.

Legal Risks

The country may not have had a great number of adoptions in the past or may have been closed to adoptions in recent years, and therefore may modify its laws throughout the process as more prospective adoptive parents apply to adopt from the country. The information that has been provided to you regarding the requirements of the program is based on the current laws and regulations of the Country. These requirements can change at any time and for any reason.

Financial Risk

Parent(s) acknowledge that they have been provided with a fee schedule for an adoption from the country they desire to adopt from. MLJ Adoptions estimates that this will be the cost of an adoption from said country. However, there is a risk that other entities involved with this adoption process will increase fees or the Country may require additional services causing the cost to increase.

Process & Travel

As with all international adoption, the process can change at any time and for any reason. This risk is higher in a pilot program, where the process has not yet proved to be consistent. Therefore, there may be modifications to your adoption process along the way. In an effort to mitigate the changes in process, we request that Parent(s) complete required documents in a timely manner, so that foreign requirements are less likely to change. While MLJ Adoptions has indicated the travel requirements in the country in writing, Parent(s) understand that MLJ Adoptions cannot guarantee this time frame or number of trips.

Parent(s) understand and agree to accept the additional risks associated with a pilot program.

Agreed this _____ day of _____, 20__.

Parent(s):

_____ Signature _____ Print

_____ Signature _____ Print

_____ Initials