

International Adoption Services Agreement

ADDENDUM A – GRIEVANCE POLICY & PROCEDURES

ADDENDUM B – PLACEMENT AGREEMENT

This agreement is entered into by and between Holt International Children's Services, Inc. ("Holt") and the undersigned prospective Adopting Parent(s) ("AP"). The denomination "AP" as used in this agreement refers to each prospective adopting parent signing this agreement. Holt and AP are collectively referred to herein as "the parties."

Name(s) of AP:

RECITALS

1. AP is a natural person or persons who wish to adopt a child or children born in a country ("the sending country") other than the United States of America ("U.S."). AP acknowledges, and is aware, that the relationship established by adoption is one of parent and child, and that if AP is successful in adopting, AP will incur towards the adopted child/children all obligations, duties, and responsibilities of a legal parent.
2. Holt is a private, non-profit, licensed, child and family service agency which arranges and facilitates intercountry adoptions.
3. Concurrently with or previously to executing this agreement, AP has completed and submitted to Holt a written Application for Adoption, which is hereby incorporated herein by this reference, and has paid the non-refundable application fee.
4. The parties now wish to enter into an agreement regarding prospective adoption services and to define their respective rights and obligations in that regard.
5. The provisions of this agreement are intended to govern those matters which are within the control of the parties. The parties acknowledge that the prospective intercountry adoption will involve a nation or nations other than the U.S., and that, therefore, the process is subject to uncertainty, unpredictability, and circumstances beyond the control of either party -- including but not limited to changes in foreign and U.S. governmental policies and regulations, changes in foreign travel schedules, and changes in the procedures involved in the adoption process. The parties specifically acknowledge that the ultimate success or failure of the adoption process may depend on factors beyond the control of the parties, and that any failure of the adoption process is not necessarily caused by the fault or breach of any party. Additionally, the parties specifically acknowledge that federal intercountry adoption laws, including the Intercountry Adoption Act of 2000 ("IA Act"), the Intercountry Adoption Universal Accreditation Act of 2012 ("IAUA Act"), and the relevant corresponding CFRs, govern and prevail should any conflict arise between this Agreement and the above-referenced regulations or Acts.

AGREEMENTS

1. *Recitals*

The recitals set forth above are hereby made a part of this agreement.

2. *General Obligations of Holt*

2.1 General Obligations—In consideration of payment by AP of the required fees and of the agreements contained herein, Holt agrees

to provide adoption services to AP as specified in this agreement. Such adoption services generally include writing and/or reviewing an adoption study of AP, facilitating the referral of a child for potential adoption, obtaining and supplying to AP available information about any such child, attempting to qualify AP as adoptive parents in the sending country and providing assistance with adoption-related applications, providing training and counseling to ensure PAPs are sufficiently prepared for an adopted child, dealing with foreign authorities and orphanage personnel, attempting to place the child with AP for purposes of adoption and supervising such placement, providing assistance with travel and immigration requirements, and providing a post-placement or post-adoption study or review.

2.2 Conditions Precedent to Holt's Obligations—Holt is obligated to provide services to AP only in accordance with the following provisions, and only upon satisfaction by AP of all conditions precedent, including payment by AP of fees as required herein and in the Schedule of Fees.

2.3 Limitations to Holt's Obligations—AP specifically acknowledges and understands that Holt's obligations to AP under this agreement are limited by Holt's legal obligation to act at all times in the best interests of any child referred to or placed with AP under this agreement ("the child"). Nothing in this agreement obligates Holt to provide any report or consent which is favorable to AP if, in Holt's professional judgment and sole discretion, a favorable report or consent is not warranted.

3. *Cooperating Agencies*

3.1 Definition of Cooperating Agency—In most cases, if AP resides outside of Oregon or a state served by a Holt branch office, the adoption study and post-placement services and reports must be provided by a "cooperating agency." A "cooperating agency" is a social service agency which is licensed to provide adoption studies and post-placement services and reports in the state where AP resides.

3.2 Selection of Cooperating Agency—If AP resides outside of Oregon or a state served by a Holt branch office, AP must select and contract with a cooperating agency from a list provided by Holt or otherwise approved by Holt. Holt's approval or listing of any particular cooperating agency does not constitute an endorsement by Holt of that cooperating agency or any warranty by Holt of the services performed by that cooperating agency. Refusal or failure of AP to select and work with a Cooperating Agency acceptable to Holt shall constitute grounds for immediate termination of this agreement by Holt.

3.3 Relationship Between Holt and Cooperating Agency—All cooperating agencies are entities separate and distinct from Holt. When contracting with a cooperating agency, Holt ensures that the cooperating agency is in compliance with applicable State licensing and regulatory requirements and engages in practices consistent with the Convention's principles of furthering the best interests of the child. Further, Holt provides ongoing monitoring, oversight and supervision of the cooperating agency and the adoption services they are providing and facilitating to ensure compliance with Hague regulations. AP acknowledges and understands that no cooperating agency is an employee, contractor, branch, or affiliate of Holt, and that Holt has no control over the means or manner of the performance of the services provided by any cooperating agency.

3.4 Payment for Services Rendered by Cooperating Agency—AP is solely responsible for paying all fees and costs for services provided by any cooperating agency. All such fees and costs are to be paid directly to the cooperating agency by AP, in accordance with any contract or agreement that may exist between AP and the cooperating agency.

4. *General Obligations of AP*

In consideration of the agreements contained herein, and in addition to the other obligations specified herein, AP agrees to the following responsibilities. Failure of AP to fulfill these responsibilities may result in suspension or termination of services and/or termination of this agreement.

4.1 Cooperation—AP must fully cooperate with Holt, Holt's agents and employees, and any relevant cooperating agency, in all ways

reasonable and necessary to accomplish the objectives of this agreement. Required cooperation includes, but is not limited to, the following: (1) providing reasonable access to AP's home for purposes of study and evaluation; (2) completing all requested forms, statements, and questionnaires; (3) providing and allowing access to AP's medical, financial, criminal, and other records; (4) providing and allowing access to all reasonably requested records and documents, including all medical and other records, pertaining to any child placed with AP by Holt; and (5) abiding by Holt's policies and procedures.

4.2 Adoption Education—AP must become informed and educated with regard to the intercountry adoption process and issues common to adoption and adopted children by reading any and all educational and informational materials, listening to and watching all educational video or audio materials, and completing all educational classes, courses, and activities, required by any relevant state or federal law, and/or which may reasonably be required by Holt or by any relevant cooperating agency.

4.3 Notice of Change in Status or Plans—At all times while this agreement is in effect, AP must, within five business days, notify Holt and any relevant cooperating agency of any and all of the following circumstances. This is a continuing obligation on the part of AP to keep Holt fully informed of any of the following:

4.3.1 Any actual or prospective change in employment, financial status, work or home address, work or home telephone numbers, health status, marital status, or family or household composition, including but not limited to any pregnancy of AP or any change of individuals living in the household;

4.3.2 Any criminal charges, other than traffic infractions, brought against AP or any member of AP's household;

4.3.3 Any complaint made to or by any child protection agency, any allegations of child neglect or abuse, or any investigation relating to allegations or claims of child neglect or abuse, concerning AP or any member of AP's household;

4.3.4 Any efforts by AP to adopt a child through, or any assignment of a child to AP for purposes of adoption from, any person or entity other than Holt.

4.3.5 Holt policy requires at least one year between the arrival of new children in AP's household, whether by birth, adoption, or otherwise. In keeping with this policy, Holt does not place two or more unrelated children with the same family at the same time. Although Holt will carefully review each situation on a case by case basis, the parties agree that, regardless of any other provision in this agreement or in the Placement Agreement, upon learning of any pregnancy of AP or any assignment or placement with AP of a child from a person or agency other than Holt, Holt may, in its sole discretion, immediately terminate this agreement and all further adoption services, regardless of whether a child has been assigned to or placed with AP by Holt. Failure of AP to inform Holt of any pregnancy or other child assignment constitutes a material breach of this agreement. In addition to any other remedies Holt may have, such a breach by AP entitles Holt to disrupt an unfinalized adoption placement and refuse to consent to any prospective adoption under this agreement.

4.4 Refrain from Unauthorized Foreign Contact—Contact with and/or gifts to persons involved in adoption processing in foreign countries in which AP seeks an adoptive placement can jeopardize AP's proposed adoption and can cause substantial harm to pending adoptions of other families, to Holt's relations with persons in such countries, and to the future of adoptions in general in such countries. Therefore, the following prohibitions must be strictly observed.

4.4.1 Prohibited Gifts to Certain Foreign Persons—AP must refrain from providing, promising, or causing, soliciting, or allowing any third person to provide or promise on AP's behalf, any gift, money, or other consideration to any birth parent, relative, or guardian of any child referred to AP for purposes of adoption, or to any government official, family services agency personnel, orphanage personnel, or any individual or entity who has authority over decisions related to an adoption in any foreign country in which a prospective adopted child is sought by AP.

4.4.2 Prohibited Contact with Certain Foreign Persons—At all times while this agreement remains in effect, and except as otherwise specifically allowed by this agreement, AP must refrain from -- and shall not cause, solicit, or allow any third person, other than the persons or entities envisioned by this agreement, to make on AP's behalf -- any and all direct contact with any birth parent, relative, or guardian of any child referred to AP for purposes of adoption, or with any government official, family services agency personnel, orphanage personnel, or any individual or entity who has authority over decisions related to an adoption in any foreign country in which a prospective adopted child is sought. This prohibition continues in effect after a child has been referred to and placed with AP, and terminates only when an adoption of the child by AP has been finalized. However, under limited circumstances and in the sole discretion of Holt, such contact may be permissible upon prior written approval from Holt and under the conditions specified by Holt.

4.5 Truthful and Complete Information—At all times while this agreement is in effect, AP agrees and warrants that all information provided by AP will be true, accurate, and complete, to the best of AP's knowledge.

4.6 Duty to Ask Questions—AP will make its questions and uncertainties regarding adoption and the adoption process known to Holt, so that Holt may better prepare AP for adoption.

4.7 Material Breach—Any breach of any of the terms of this section 4 is a material breach of this agreement.

5. *Adoption Study*

5.1 Definition—An adoption study is an educational and investigative process for determining whether AP meets applicable minimum legal standards for adoptive homes and is otherwise suitable to parent a child adopted from overseas. The adoption study process will begin after Holt has approved AP's Application for Adoption, after AP has paid the required fee, and prior to placement of any child with AP for the purpose of adoption. The adoption study will be conducted by Holt or by a cooperating agency, as circumstances dictate, and may or may not result in a written report.

5.2 Responsibilities of AP—If AP resides outside of Oregon or a state served by a Holt branch, AP must initiate the adoption study process by selecting and contacting a cooperating agency from the names provided by Holt or otherwise approved by Holt. When the adoption study is prepared by an agency other than Holt, AP is responsible for obtaining an adoption study that satisfies Holt's reasonable social work or child welfare concerns as well as adoption study requirements of the sending country, AP's state, applicable Hague Convention requirements, and the requirements of the U.S. Citizenship and Immigration Services ("USCIS").

AP is solely responsible for paying all costs and fees associated with the adoption study, whether conducted by Holt or by a cooperating or approved agency. If Holt determines that, for any reason — including but not limited to a significant change in AP's circumstances, or a change in required adoption study qualifications or reporting formats — an update, amendment or addendum is required to any adoption study report, AP is responsible for obtaining, paying for, and transmitting to Holt such update, amendment or addendum. Failure to fulfill these responsibilities may result in suspension or termination of the adoption study process and/or of this agreement.

5.3 Responsibilities of Holt in Most Cases—If AP resides in Oregon or a state served by a Holt branch, Holt will perform the adoption study and will, if appropriate, produce a written adoption study report in the appropriate required format. If Holt does not perform the adoption study, Holt's responsibilities with regard to the adoption study are limited to reviewing and approving any study report prepared by a cooperating agency and making comments, suggestions, or requests for revision. Holt will consider and report, as required by law and good ethical practice, any and all criminal, medical, or other information regarding AP, regardless of whether the consideration and/or reporting of such information might render AP ineligible for any specific adoption program.

5.4 Results and Effect of Adoption Study—The adoption process will proceed only upon completion of a written report for AP and Holt's approval of such report. Holt may decline to write or approve an adoption study report for AP if Holt, in its sole discretion, does not believe that AP satisfies applicable minimum legal standards for adoptive homes or otherwise is unsuitable to adopt. If Holt or any relevant

cooperating agency declines to write or approve an adoption study report for AP, this agreement will automatically terminate, and no further adoption services will be rendered by Holt. However, AP also understands that writing and approval of the adoption study report does not guarantee that any child will be assigned to or placed with AP, or that any adoption will necessarily take place or be finalized.

Holt reserves the right to revoke or modify any adoption study approval or consent if, at any time prior to finalization of adoption, Holt receives or obtains information that leads Holt to believe that an adoptive placement with AP would not be in a child's best interests. Holt will not correct or modify an adoption home study at the request of AP unless the adoption home study contains an error that might adversely affect AP's eligibility to adopt.

Regardless of any termination of this agreement, whether by Holt or by AP, Holt may, in its sole discretion and based on the best interests of potentially affected children, complete and provide any unfavorable home study report or recommendations regarding AP to applicable immigration, child-caring, and other government officials. AP hereby authorizes such disclosure by Holt and agrees that this authorization may not be revoked or withdrawn, notwithstanding any other provision in this agreement.

5.5 Ownership and Use of Written Adoption Study Report—Any written adoption study report prepared for AP by Holt is the sole property of Holt and may not be copied or distributed, or used for any non-Holt adoption, without the express advance written permission of Holt.

6. *Qualifying AP as Adoptive Parent*

6.1 Holt Assistance—Holt will make reasonable efforts to qualify AP as an adoptive parent in the sending country. Such efforts shall include the following:

6.1.1 Preparation and Submission of Adoption Dossier—Holt will instruct and assist AP with preparation of any required intercountry adoption dossier. Holt will review any such final dossier for compliance with dossier requirements. Holt will submit acceptable dossiers to appropriate officials of the sending country.

6.1.2 Translations—Holt will provide or arrange for translation of adoption studies and other documentation when required by officials of the sending country.

6.2 Additional Information Required By Sending Country—AP specifically acknowledges that although the adoption study may satisfy Holt's preliminary criteria for adoptive parents, officials of the sending country may impose additional criteria or require additional information.

6.3 No Guarantee That AP Will Qualify—AP specifically acknowledges that Holt cannot guarantee that AP will be accepted or qualify as an adoptive parent in any particular foreign country, including the sending country. Holt shall not be held responsible or liable if, for any reason other than the intentional or reckless misconduct of Holt, AP fails to be accepted or qualify as an adoptive parent. The DISCLAIMERS/RELEASES provisions of this agreement expressly apply to this section.

7. *Referral and Assignment of Child*

7.1 Referral of Child—If AP's adoption study is written and approved, and upon satisfaction of all other conditions precedent, Holt will make reasonable efforts to facilitate a referral to AP a child eligible for adoption who meets the AP criteria as stated in the home study. The DISCLAIMERS/RELEASES provisions of this agreement expressly apply to this subsection.

7.2 Available Information Regarding Referred Child—Holt or its foreign supervised provider in the child's country of origin who is responsible for obtain information will make reasonable efforts to obtain all available medical, psychological, social, and historical records

concerning the referred child. All information obtained by Holt regarding the referred child, including available photographs and the results of any HIV and AIDS test, will be provided to AP. Nothing in this subsection, or anywhere else in this agreement, shall be construed to create any obligation on the part of Holt to conduct any assessment, evaluation, testing, or screening of any child. In most situations Holt does not have the opportunity to observe, test, or evaluate a child, and must rely upon third parties in the sending country to provide information about the child. Holt can provide to AP only such information as is obtainable from such third parties through reasonable efforts exerted by Holt and any foreign supervised providers. AP hereby acknowledges and agrees that it is possible that such third parties in the sending country (a) may not be aware of medical, developmental or behavioral issues of a child; (b) may overlook or fail to note signs or symptoms or to provide a child's relevant history (c) may unknowingly or carelessly provide erroneous information; (d) may not be able to provide information or observations about medical, developmental, or behavioral issues that become apparent only after the child's placement with AP and/or (e) may not be aware of aspects of a child's history that have not been disclosed prior to placement (and which may be disclosed by the child only after placement). The DISCLAIMERS/RELEASES provisions of this agreement expressly apply to this subsection.

7.2.1 Additional Child Information Provided by Country of Origin—For reasons beyond Holt's control, foreign regulations in some countries may require authorities to withhold some child information documents and provide them to AP only after AP has taken placement of a child. AP acknowledges that Holt's inability to provide all child information which may eventually be obtained by AP does not indicate any fault or negligence on the part of Holt.

7.2.2 Translation of Non-English Documents—In many cases, documents containing child information will not be in English. Holt will make efforts to provide AP with documents translated into English, along with copies of the non-English documents. AP is encouraged to make independent arrangements for translation of the non-English documents. The provisions of the DISCLAIMERS/RELEASES section of this agreement specifically apply to any translated documents, whether the translation was performed by Holt staff, affiliates, or otherwise.

7.2.3 Acknowledgment of Receipt—AP must acknowledge receipt of all child information documents provided through Holt by signing and returning to Holt the transmittal memoranda accompanying all child information documents. Failure to comply with this requirement shall be considered a material breach of this agreement, and a bar to any claim for relief by AP.

7.2.4 Professional Review—AP must have all child information documents reviewed by a medical expert of AP's choosing who is experienced with children who have been institutionalized overseas and/or familiar with medical issues arising in the context of intercountry adoption. Failure to comply with this requirement shall be considered a material breach of this agreement, and a bar to any claim for relief by AP.

7.3 AP Acceptance or Rejection of Child Assignment—Within a reasonable period after AP is provided with available information regarding the referred child, AP must inform Holt of AP's acceptance or rejection of the assignment. AP must indicate acceptance of the child assignment by executing and returning to Holt the appropriate Placement Agreement. AP's failure to execute the Placement Agreement, or rejection of the assignment for reasons considered "unreasonable" by Holt or by authorities in the sending country may result in no further child referrals or assignments. In that event, this agreement will automatically terminate. Holt reserves the authority to withdraw a referral from APs if they are not able or willing to make a decision regarding their acceptance of the child within a reasonable amount of time, but no sooner than two weeks after APs have received the referral. The two-week minimum may be waived, at the discretion of Holt staff's professional judgement, in certain extenuating circumstances involving the child's best interests that would require a more expedited decision.

7.4 No Guarantee of Placement—Referral, assignment, acceptance of a child by AP, and/or execution of a Placement Agreement do not guarantee that a child will be placed with AP.

8. *Placement Agreement*

Prior to or concurrent with this agreement, Holt has provided AP with a generic Placement Agreement substantially similar to the kind of agreement AP will be required to sign upon acceptance of a child referral. When the Placement Agreement is executed, its terms will supplement the terms of this agreement. In the event of any conflict between the terms of this agreement and the Placement Agreement, the

terms of the Placement Agreement are controlling.

9. *AP Travel to Sending Country*

Different countries and different U.S. states impose different travel requirements for adopting parents. In some cases, AP may be required to travel to the sending country to take custody and accept adoptive placement of a child. In some countries, AP may be required to travel twice to the sending country, first to see the referred child, and later to take custody and accept placement of the child. In the event that AP is required, or elects, to travel to the sending country for adoption-related purposes, the following provisions apply.

9.1 WARNING/REQUIRED RELEASE—Holt cannot ensure the safety of AP when traveling in the U.S. or overseas. All travel involves risks of crime and accident. Travel to a foreign country may involve additional risks and hardships, including but not limited to, exposure to illness or disease, unsanitary or unsafe food and water, inadequate or non-existent medical and dental services, and political instability. For these reasons, AP should consider carefully before electing to travel overseas, or electing to participate in a program that requires overseas travel. It is strongly recommended that AP travel with an adult companion, but not bring children or persons with health problems or special needs when traveling overseas. If overseas travel is required of or elected by AP, AP, and any friend or family member who intends to accompany AP, will be required to sign a release from liability at the time of executing the placement agreement, or at such time as AP has informed Holt of AP's decision to travel overseas or participate in a program that requires overseas travel. AP has been provided with a copy of the release AP and accompanying friends and family members will be expected to sign. Failure to sign such a release will result in termination of this agreement and all further adoption services.

9.2 Travel Expenses—AP is solely responsible for paying all costs of any and all travel and travel activities of AP and the referred child, including but not limited to airfare, airport taxes, exit fees, accommodations, meals, taxis, entertainment, guides, sightseeing, and travel insurance. AP is solely responsible for obtaining and paying for AP's own passport and/or travel visa. AP understands that adoption or immigration processing may be delayed in the sending country, and that travel may be delayed due to lost reservations, being bumped from a flight, or for other reasons. AP agrees to remain solely responsible for all travel expenses even in the event that any delay requires AP to remain in the sending country longer than anticipated.

9.3 Travel Arrangements—As a courtesy to AP, and if specifically requested by AP, Holt may recommend travel agents, visa service companies, guides, airport greeters, and/or accommodations in order to facilitate AP's overseas visit. AP acknowledges that any such travel agents, greeters, or guides are not the agents or employees of Holt, and that Holt cannot and does not guarantee or assure the cost, reliability, or availability of any such travel arrangements, schedules, accommodations, greeters, or guides.

9.4 Holt Travel Group—In many instances, AP will be assigned to a "Holt Travel Group" -- a group consisting of other Holt APs who will travel in the sending country at the same time as AP. Any AP assigned to a Holt Travel Group is required to remain with the Holt Travel Group, to stay in accommodations arranged by Holt, to travel in accordance with other arrangements made and policies specified by Holt, and to adhere to any itinerary specified by Holt or the Holt Travel Group guide. Breach of this provision shall be considered a material breach of this Agreement.

9.5 Contact with Foreign Persons and Travel Conduct—Subject to the provisions of this agreement, AP may engage in limited contact with birth relatives or guardian of a child referred under this agreement, or with foreign officials, orphanage personnel, and social services agency personnel, only to the extent that, in the sole discretion of Holt, such contact is reasonably necessary to effectuate the Holt placement and adoption and only if Holt or the in-country facilitator has provided express prior instruction or permission for such contact and only after the requirements of Articles 4, 5, and 29 of the Convention have been met. At all times when in the sending country, AP should be mindful that AP is acting as an emissary for Holt and the U.S., and that AP's actions may affect the reputation of Holt and the U.S., and may affect future adoption practice in the sending country. AP agrees to at all times act with courtesy and respect for the customs, laws, and sovereignty of the people, government, and institutions of the sending country, and to refrain from any act or statement which could cause criticism, disrepute, or embarrassment to Holt or the U.S.

9.6 In-Country Representative—In most cases, Holt will provide an in-country representative to coordinate and assist in the adoption process.

9.7 Written Travel Guides—Holt may provide AP with one or more written Travel Guides containing additional information about overseas travel. AP understands that conditions, circumstances, procedures, and costs may change without notice, and that Holt does not guarantee or warrant that the information contained in the Travel Guides is current, correct, or complete.

RELEASE: By signing this agreement, AP releases Holt and holds Holt harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss as outlined above in Section 9 of this Agreement and in any way relating to or arising out of information contained in any written travel guide or travel information provided to AP by Holt.

10. *Immigration of Child*

10.1 General Obligations—In most cases, Holt, or its overseas affiliate, will make reasonable efforts to assist AP in obtaining all necessary travel documents for the referred child, including passport, exit documents and U.S. entry visa. Regardless of any such assistance by Holt, AP is and remains responsible for the immigration process for the referred child, including but not limited to completing and submitting all necessary documents, paying any and all attendant costs and fees, and obtaining any necessary permanent resident visa. Holt cannot guarantee that any governmental entity or agency, U.S. or foreign, will approve the referred child for immigration to the U.S. or elsewhere, or will provide the necessary travel documents.

10.2 USCIS Pre-Approval—AP is responsible, with assistance and advice from Holt, for obtaining pre-approval from the U.S. Citizenship and Immigration Services (“USCIS”) to bring an adopted child into the U.S. Such pre-approval, as provided by the USCIS process, must be obtained before Holt will refer any child to AP under this agreement. AP should be aware that USCIS pre-approval and criminal background checks will expire within a specified period. AP is solely responsible for keeping track of such expiration dates and for ensuring that the criminal background checks, USCIS approval, and all other required documents are current.

11. *Post-placement and Post-adoption Requirements and Services*

11.1 Number and Nature of Post-Placement and Post-Adoption Requirements—Post-placement requirements are to be fulfilled after a child is placed with AP and before an adoption is finalized. Post-adoption requirements are to be fulfilled after an adoption is finalized. Such requirements may include counseling, supervision, reporting, evaluation, and a state-mandated court report. The number and nature of post-placement and post-adoption requirements may differ from case to case, depending on the laws and rules of the sending country, AP’s home state, and other applicable jurisdictions, and depending on the needs and circumstances of each individual placement. Specific post-placement and post-adoption requirements for the country program chosen will be provided in or with the Placement Agreement.

11.2 Responsibilities of AP—AP is solely responsible for complying with all post-placement and post-adoption requirements, including those of Holt, of the sending country, and of AP’s home state and any other applicable jurisdiction. AP must arrange, fulfill, and pay for all costs and fees associated with post-placement and post-adoption requirements. As with the home study, AP must provide the social worker performing the post-placement and post-adoption services with reasonable access to AP’s home and family during normal working hours, even if this requires AP to take time off from work. If AP resides outside of Oregon or a state in which a Holt branch office is located, all post-placement services must be provided by a cooperating agency. AP is responsible for ensuring that all post-placement and post-adoption reports are provided to Holt in a timely manner. Upon reasonable request by Holt, or by any cooperating agency, overseas orphanage, or relevant foreign government official, AP must provide photographs and written reports regarding the child and its development.

U.S. citizenship: AP must, and agrees to, obtain a Certificate of U.S. citizenship or U.S. passport from the U.S. Department of State for the child as soon as the child is eligible.

11.3 Responsibilities of Holt—In most cases, if AP resides in Oregon or a state serviced by a Holt branch office, Holt will perform required post-placement and post-adoption services, will prepare any required post-placement and post-adoption reports in the appropriate legal format, and will submit such reports to the appropriate persons or authorities. If post-placement or post-adoption services are performed by a cooperating agency, Holt will review and evaluate post-placement or post-adoption reports, and will submit such reports to the appropriate persons or authorities.

11.4 Enforcement of Post-Placement and Post-Adoption Requirements—AP specifically agrees that, regardless of any other dispute resolution provisions of this agreement, in the event AP fails to fulfill post-placement or post-adoption requirements in a timely fashion, Holt may apply to Oregon Circuit Court for Lane County, Oregon for injunctive and other relief, including damages for any harm or injury caused to Holt and its adoption programs as the result of AP's noncompliance. AP agrees that, in such event, AP will submit to jurisdiction and venue in Lane County, Oregon, and will pay all costs, disbursements, and attorney fees, whether pretrial, at trial, or on appeal, incurred by Holt in attempting to enforce post-placement and post-adoption requirements and in seeking damages caused by AP's breach. Any breach of the terms of this section is a material breach of this agreement. In the event that the AP considers or decides to attempt to terminate or dissolve the adoption of the child, AP agrees to promptly notify Holt of any efforts or steps AP may take with regard to terminating or dissolving AP's adoption of the child. Should Holt determine, in its sole discretion and best professional judgment, which terminating or dissolving the adoption would be in the best interests of the child, then Holt has an established procedure for this process as outlined in the Dissolution Services Agreement.

12. Finalization of Adoption

12.1 Definition of "Finalization"—To "finalize" an adoption means to have the adoption legally established and granted in the appropriate court of law.

12.2 Finalization of Foreign Adoption—In many cases, AP's adoption of the child must be finalized in the sending country. In such cases, Holt or its overseas affiliate will make reasonable efforts to facilitate the foreign adoption process, including completing and submitting any necessary petition or other documentation. Holt is not responsible or liable for any failure or refusal by foreign authorities to grant foreign adoption. The DISCLAIMERS/RELEASES provisions of this agreement expressly apply to this subsection.

12.3 Finalization of U.S. Adoption—AP must finalize or re-finalize adoption of the child in the U.S. in accordance with the provisions of the Placement Agreement.

12.3.1 Obligations of AP—AP is solely responsible for finalizing the U.S. adoption, for obtaining independent legal counsel to represent AP in the adoption proceeding, and for paying all fees, costs, and expenses associated with finalization, including, but not limited to, all attorney fees and court costs. Such fees, costs, or expenses are not included in any fee paid by AP to Holt. Holt will not represent AP in the adoption proceeding or pay or advance fees, costs, or expenses on behalf of AP.

12.3.2 Obligations of Holt—Holt's role in finalizing the U.S. adoption is limited to the following: (1) In adoptions subject to the Hague Convention, determining whether the U.S. Secretary of State has issued a certificate approving of the proposed adoption; (2) Providing Holt's agency consent or agreement to the adoption, as more fully set forth in the Placement Agreement, and to the extent that Holt, in its sole discretion and professional judgment, deems such consent or agreement advisable; (3) providing to the appropriate court any report required by the court of Holt; and (4) providing any necessary legal documents which Holt already possesses or may readily obtain. Except as specified herein, Holt is under no obligation to create legal documents or pleadings for the U.S. adoption proceeding.

13. Fees

13.1 Payment and Amount of Fees—AP is solely responsible for paying or arranging for payment of all fees associated with services rendered pursuant to this agreement in the amounts and at the times specified in the Schedule of Fees. Under some circumstances Holt may accept fees from a granting entity or others, but regardless of the source of fees, all fees must be paid in accordance with and at the times

specified in the Fee Schedule, and Holt is not obligated to provide services unless and until the appropriate fees are fully paid unless a child appears to be in danger or if Holt's inaction would place a child in imminent danger. A copy of the Schedule of Fees has previously been provided to AP as part of the Holt Application Packet, and is incorporated herein by this reference. AP shall comply fully with all fee policies and procedures established by Holt and/or set forth in the Schedule of Fees, and such policies and procedures are to be considered a part of this agreement. While Holt does not customarily increase fees, AP agrees that Holt may be required to implement fee changes based on significant program changes or changes in services provided. AP will pay fees in effect at the time of billing. AP acknowledges that third party fees may change without notice to Holt.

13.2 Non-Refundable—Any fee paid by AP is non-refundable once services are rendered except as otherwise specified in the Schedule of Fees. In the event that adoption services are not provided, the process for refunding any funds advanced to cover fees or expenses is outlined in the Schedule of Fees.

13.3 Cooperating Agency Services—The Schedule of Fees does not govern or apply to services which may be provided by a cooperating agency. Fees for services provided by a cooperating agency are determined by the cooperating agency itself, not by Holt.

13.4 No Payment to Other Persons or Entities—While this agreement is in effect, AP shall make no payment of any kind for adoption services or fees to any person or entity other than (a) Holt, (b) such persons, cooperating agencies, or other entities as Holt shall specifically designate, (c) any legal counsel retained by AP, and/or (d) any physician or medical expert retained by AP. This prohibition includes, but is not limited to, any official or employee of any foreign nation or orphanage, any birth parent of a prospective adopted child, and any relative or friend of or person in a position to influence such a birth parent. Any breach of the terms of this subsection is a material breach of this agreement.

14. *Duration and Termination of Agreement*

14.1 Election to Terminate—Either party may elect to terminate this agreement at any time prior to the execution of the Placement Agreement by providing written notice to the other party. Except as otherwise set forth herein, once the Placement Agreement has been executed by both parties, the terms of that Agreement shall govern the right to termination and the effect of termination. Although Holt expressly reserves the right to terminate this agreement for any or no reason, generally, Holt will seek termination only for one of the following reasons: (1) failure of AP to pay required fees in the manner and at the times required in the Schedule of Fees, (2) material breach of this agreement by AP, (3) lack of cooperation by AP, (4) any determination by Holt that AP does not meet minimum standards for adoptive homes, (5) any determination by Holt that adoption of a child by, or placement of a child with AP would not be in a child's best interests, (6) any change in law or circumstances which, in Holt's professional judgment, would render a prospective adoption difficult or impossible, (7) any failure or refusal by authorities in the sending country to allow an adoptive placement or to grant foreign adoption, (8) any circumstance in which a birth parent successfully challenges the adoptive placement.

14.2 Automatic Termination – After the execution of the Placement Agreement by both parties, this agreement shall terminate automatically, and without written notice, upon the completion of all post-placement reporting or post adoption reporting requirements by Holt.

14.3 Effect of Termination—Termination of this agreement, either automatically or by either party, shall have the effect of relieving both parties of any and all obligations of future performance under this agreement. However, termination shall not affect or terminate (1) any release from or limitation of liability, whether contained in this agreement or elsewhere, (2) the provisions of sections 13 through 22 of this agreement, (3) any obligation to pay fees, costs, or expenses that already have been incurred by AP, (4) the rights of either party to enforce this agreement with respect to any default or defect in performance that has not been cured, or (5) any parent/child relationship that may have been established by operation of law.

15. *Grievance Procedure and Dispute Resolution*

15.1 Grievance Procedure—Any and all complaints or claims by AP arising out of or relating to the terms or performance of this

agreement must be presented and pursued in accordance with Holt's written "Client Grievance Procedure." A copy of the Client Grievance Procedure will be provided to AP when and if AP's application is accepted by Holt. The provisions of the Client Grievance Procedure are incorporated herein by this reference. Exhaustion of the Client Grievance Procedure, including all appeals, is a condition precedent to any further mediation or arbitration of AP's complaint or claim. Except as otherwise specifically provided in this agreement or in the Placement Agreement, any complaint or claim of AP which cannot be resolved by the Client Grievance Procedure, and any other dispute, controversy or claim arising out of or relating to the terms or performance of this agreement which cannot be resolved by good faith negotiation among the parties, must be resolved as specified in the following subsections.

15.2 Mediation—The parties agree to attempt in good faith to resolve any unresolved dispute, claim or controversy via mediation. As used in this agreement "mediation" shall mean a facilitated process in which the parties attempt to resolve the dispute or claim by submitting it to an impartial, professional neutral mediator who is authorized to facilitate resolution of the dispute but who is not empowered to impose any decision, judgment, suggestion or settlement on the Parties. The mediation process shall include at least one session in which the parties are in the same room and are able to directly address and listen to one another.

15.2.1 Mediators Any mediation required under this agreement shall be conducted by an experienced attorney or judicial officer in Lane County, Oregon who is mutually agreeable to the parties. In the event the parties cannot agree upon a mediator, each party will select a mediator and the two mediators will select a third mediator who is not associated or affiliated with either mediator; the third mediator shall act as mediator in the dispute or claim. Mediation will proceed under all policies and procedures of the mediator. The fees associated with selecting a third mediator shall be divided 50/50, with Holt paying 50% of the mediation fees and the AP paying 50% of the mediation fees.

15.2.2 Definition of Good Faith—"Good faith" is defined as an honest intention to proceed in a manner that maximizes the likelihood of mediation being effective. "Good faith" shall not be construed to require either party to make any concession that party does not believe is in its interest.

15.2.3 Statute of Limitations—The running of any applicable statutory limitation period is tolled from the date of the first scheduled mediation session until 60 days after the final mediation session, during which period the status of any statute of limitations issue shall be preserved. This provision shall be construed to give effect to its intent, which is that neither party's position regarding the statute limitations shall be improved or damaged as a result of having engaged in mediation.

15.2.4 Failure to Attempt Mediation Except as otherwise indicated in this agreement, attempted mediation is a condition precedent to any further dispute resolution proceeding under this agreement. In the event that any party commences a court action or arbitration under this agreement without first attempting to resolve the matter through mediation, the court or arbitrator is hereby empowered to postpone any such action or arbitration until mediation is attempted. In any event, any party who initiates a court action or arbitration without first attempting mediation shall not be entitled to recover attorney fees in such action or arbitration, even if that party otherwise would be entitled to attorney fees.

15.3 Arbitration—If mediation fails to resolve the dispute, claim, or controversy it must be resolved by arbitration in Lane County, Oregon, pursuant to all applicable rules then in effect in the Circuit Court of Oregon for Lane County.

The parties must select a single arbitrator within ten (10) days of the date a written demand for arbitration is received by either party from the other. In the event the parties fail to select an arbitrator within the 10-day period, either party may make immediate application to the Circuit Court of Oregon for Lane County for the appointment of an arbitrator. The parties agree to be bound by the Court's appointment of an arbitrator.

The arbitrator has broad authority to fashion an equitable remedy, including the authority to award specific performance. Any decision of the arbitrator must be reduced to and entered as final judgment in the appropriate Lane County Oregon court. Such award and judgment constitutes a final and binding adjudication of all matters submitted to arbitration. The parties expressly agree to waive any and all rights to

appeal the arbitrator's decision. The arbitrator is not empowered to award damages in excess of compensatory damages, and each party expressly waives and forgoes any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner.

15.4 Costs and Attorney Fees

15.4.1 Mediation—Holt will pay the entire mediator's fee for the first two hours of mediation. Each party is responsible for one-half of any mediator's fees incurred thereafter, and one-half of any administrative fees charged by the mediator.

15.4.2 Arbitration—Each party is responsible for one-half the total fees and expenses charged by the arbitrator.

15.4.3 Other Costs and Attorney Fees—During all stages of any grievance, negotiation, mediation, or arbitration process, and at all other times, each party is solely responsible for any and all attorney fees, costs, and disbursements that party has incurred on its own behalf.

15.5 Choice of Law and Venue—This agreement -- including all supplements, modifications, and other documents incorporated herein -- and all rights, obligations, and disputes arising out of it is governed by and construed consistent with Oregon law. The parties agree that venue for any dispute arising under this agreement is in Lane County, Oregon, or any other jurisdiction in which both parties voluntarily appear.

15.6 Ethical and Respectful Behavior

15.6.1 Responsibilities/Expectations of Holt—Holt employees will at all times comply with ethical standards prescribed by the social work profession, the Council on Accreditation, and all applicable state and federal law. Holt employees will treat AP in a respectful, ethical, and non-coercive manner, and will refrain from use of personally derogatory or profane language or communication. Any AP who feels he or she has been treated inappropriately by a Holt employee, other AP, or other person involved in the adoption process must report the complaint to Holt pursuant to Holt's written Client Grievance Procedure.

15.6.2 Responsibilities/Expectations of AP—AP will at all times treat Holt employees, volunteers, and the personnel of partner and cooperating agencies with respect; AP will refrain from communicating with such persons in any manner that is threatening, personally derogatory, abusive or profane. Any AP who fails to meet this standard may be subject to sanction by Holt. Such sanction may include, in Holt's sole judgment and discretion, required counseling or treatment before proceeding with the adoption process, suspension of adoption services, termination of adoption services and of this agreement. When applying any such sanction, Holt is not required to resort to the dispute resolution procedure created by this Section 15.

16. *Use/Disclosure of Holt Name and, Documents, and Trade Secrets*

16.2. Unauthorized Use of Holt Documents—AP acknowledges that the documents produced by, or on behalf of, Holt pursuant to, or in furtherance of, this agreement are intended to be used only with regard to an adoption arranged by or through Holt for the undersigned AP. AP agrees not to make, allow, or encourage any use of such documents -- which documents include, but are not limited to, any adoption study, dossier, post-placement report, court report, or written agreement -- for any other purpose, or for any adoption or procedure not involving Holt, without the express prior written authorization of Holt. Any breach of the terms of this section is a material breach of this agreement.

16.3. Unauthorized Use Of Holt Name—AP acknowledges the Holt name and logo are unique and proprietary to Holt, and that Holt's reputation, goodwill, and ability to conduct business could be severely damaged by the misuse or unauthorized use of the Holt name or logo. AP agrees not to make or encourage any use of the Holt name or logo without the express prior written authorization of Holt. Any breach of the terms of this section is a material breach of this agreement.

17. *Holt Informational Materials*

If AP continues on in the adoption process, AP may receive informational material from Holt in the form of an “Adoption Process Guidebook,” and/or a “Travel Guide.” (This informational material is collectively referred to herein as “Holt Guidebooks”.) The material in the Holt Guidebooks is intended to be informational only and not contractual, and is not in any manner intended to create or establish contractual obligations on the part of either party.

In the event of any inconsistency between the provisions of this agreement and statements appearing in any of the Holt Guidebooks, or of any ambiguity created by comparing the provisions of this Agreement with those in the Holt Guidebooks, the provisions of this agreement shall prevail, and this agreement shall be construed as if the conflicting or ambiguous Holt Guidebook provision did not exist.

18. *Construction*

18.1 Modification/Supplementation Of Agreement—Any modification of or supplement to this agreement must be in writing, and signed by all affected parties. This provision may not be waived, modified, or supplemented except in the manner specified herein. Provided, however, that any separate written release from liability shall be enforceable if signed by the releasing party; and Holt may change the Schedule of Fees without AP’s signature or agreement.

18.2 Severability of Provisions—If, in any judicial or dispute resolution proceeding, a court or arbitrator shall refuse to enforce all the provisions of this agreement, any unenforceable provision shall be deemed eliminated from this agreement for the purpose of such proceeding as is necessary to permit the remainder of this agreement to be enforced.

18.3 Non-Waiver—The failure of either party to enforce any provision in this agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this agreement.

18.4 Interpretation and Section Headings—Headings or titles to the sections of this agreement are solely for the convenience of the parties and are not binding, and are not to be considered in the interpretation or construction of this agreement. No provision of this agreement shall be considered for or against a party by virtue of the fact that a party or its legal representative drafted such provision. Any statute to the contrary shall not apply to the interpretation of this agreement.

18.5 Material Breach—A “material breach” of this agreement is any breach that is designated as such in this agreement, and any other breach which materially affects the conduct or performance of this agreement. Upon any material breach by AP, Holt is entitled to suspend or terminate services, terminate this agreement, or seek other available remedies.

18.6 Entire Agreement—This agreement, and attached documents referred to and expressly incorporated herein, contains the full, final, and exclusive statement of the agreement between the parties hereunder. This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to any subject or issue, including without limitation fees and the parties’ respective rights and obligations. This document is being signed voluntarily, without reliance on any other promises or representations.

19. *LIMITATION OF LIABILITY*

Any liability of Holt or its employees or agents, for any claim arising out of or relating to this agreement, including but not limited to claims arising out of the alleged or actual negligence of Holt or its employees or agents, shall be limited to the total amount of fees paid by AP to Holt.

20. DISCLAIMERS/RELEASES

20.1 **GENERAL**—The following provisions apply to any and all Releases contained in this agreement. All Releases supersede and control any other provisions of this agreement, and any other representations of Holt, written or oral, which may appear, or are construed, to be to the contrary. All Releases extend to claims for any and all types of injury, harm, damage, or loss, whether economic, physical, psychological, or otherwise, and including but not limited to court costs and attorney fees. All Releases extend to and include all employees, agents, principals, representatives, successors, assigns, partners, attorneys, and insurers of Holt, and to all other persons and entities subject to liability derived from the conduct of Holt. All Releases extend to and include any and all claims of any child assigned to or placed with AP.

20.2 **LIABILITY FOR ACTS OF NEGLIGENCE**—All Releases in this agreement are specifically intended to include and extend to all responsibility and liability for any negligent act or omission on the part of Holt.

20.3 **RELEASE FOR ACTS OR OMISSIONS OF THIRD PARTIES**—AP acknowledges that other persons, agencies, and entities not subject to the direction and control of Holt -- including, but not limited to, social workers, cooperating agencies, volunteers, guides, translators, overseas affiliates, facilitators, attorneys, and foreign governments and agencies -- may be involved in the adoption process.

RELEASE: AP hereby releases Holt and holds Holt harmless from any responsibility or liability, whether direct, derivative, vicarious, or otherwise for any type of injury, harm, damage, or loss in any way caused by, contributed to, or arising out of the acts or omissions of third parties.

20.4 **NO WARRANTY OF HOLT APPROVAL OR CONSENT**—This document is being provided to AP concurrently with the application for adoption so that AP may be fully informed regarding the nature of the parties' respective anticipated obligations. Both the application for adoption and a home study must be approved by Holt before Holt will provide any further adoption services. The signing of this agreement by Holt does not constitute or guarantee Holt's approval of AP as adoptive parents, Holt's consent to an adoption by AP, or that Holt will provide any further adoption services.

Holt does not and cannot guarantee, and makes no warranty or representation, express or implied, that Holt will approve of AP's adoption application, approve of AP's home study, or consent to an adoption by AP.

20.5 **RELEASE FOR OBSTACLES OR IMPEDIMENTS TO PLACEMENT, IMMIGRATION OR ADOPTION**—Holt does not and cannot guarantee, and makes no warranty or representation, express or implied, that any child will be assigned to or placed with AP for purposes of adoption, that AP will be allowed to immigrate to the U.S. with any child, or that AP will succeed in being able to adopt any child.

AP acknowledges and understands that placement, adoption, and immigration are subject to laws and circumstances beyond Holt's control, including, but not limited to, federal and state law and practice, decisions of courts of applicable jurisdiction, practices and policies of overseas authorities, and legal challenges from interested persons. Holt cannot guarantee that existing adoption laws, programs, and practices will not change substantially, or that legal barriers or challenges to adoption will not arise, which make placement, immigration, or adoption difficult or impossible for AP.

RELEASE: AP hereby releases Holt and holds Holt harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss which in any way results from any obstacle or impediment to placement, immigration, or adoption. This release specifically extends to, but is not limited to, any obstacle or impediment to placement, immigration, or adoption directly or indirectly caused by the actions or inactions of any foreign or U.S. agency, official, court, lawyer, or facilitator.

20.6 **RELEASE FOR CONDITION OF CHILD**—Holt does not and cannot guarantee, and makes no warranty or representation, express or implied, that a child of any particular age, sex, condition, or nationality, or from any particular orphanage or province, will be assigned to or placed with AP.

The following are risks to the health and wellbeing of any adopted child: (1) poor prenatal care, (2) poor care by parents, caretakers, or guardians, (3) institutionalization (where applicable), (4) poor medical care, and (5) poor medical assessment. In addition, a child may be too young to properly diagnosis or assess many medical or psychological problems.

If you adopt a child who was institutionalized in another country, that child is likely to have undiagnosed medical and psychological problems including, but not limited to, developmental delay, malnutrition, and/or behavioral problems. You probably will not be fully aware of the nature and extent of the child's problems until after the adoption is finalized. Even if the child was not institutionalized, most children adopted from another country are likely to have some undiagnosed medical, psychological, or other problems.

For these reasons, Holt does not and cannot guarantee, and makes no warranty or representation, express or implied, concerning the medical or psychological condition of any child. AP acknowledges that Holt is not and cannot be responsible for any such conditions or problems.

Prior to placement, a child may have been provided with medical examinations, tests, and/or inoculations. Medical professionals may have declared the child "healthy," or free of serious health problems. AP may have specified that AP expects a "healthy" child. AP acknowledges and understands that none of these circumstances guarantees a healthy child. Holt cannot guarantee the results or accuracy of any examinations, tests, inoculations, or assessments.

AP further acknowledges and understands that in some cases, Holt may have arranged for a child's medical or psychological examination, while in other situations, a child may not have been provided with any medical examination or testing. In either event, Holt does not conduct any independent assessment, testing, screening, or evaluation of any child, and Holt has no knowledge of any child's actual medical or psychological condition other than what has been reported to Holt or may appear in any medical records, all of which will be conveyed to AP.

RELEASE: AP hereby releases Holt and holds Holt harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss in any way relating to or arising out of the physical, psychological, or emotional condition of any child assigned to, placed with, or adopted by AP, regardless of when such injury, harm, damage, or loss is known or discovered.

20.7 RELEASE FOR CHILD'S RECORDS AND INFORMATION—Holt will make reasonable efforts to provide AP with all available medical, psychological, historical, and other records and information concerning the child. Generally, such records and information originate with persons, agencies, and entities outside Holt. Holt does not and cannot investigate or confirm the information obtained or provided. The information obtained or provided may be inaccurate and/or incomplete. Holt provides, to the fullest extent practicable, a correct and complete English translation of child records, though acknowledges that translations of foreign-language documents may be inaccurate. Therefore, Holt does not guarantee, and makes no warranty, express or implied, concerning, the accuracy, validity, applicability, or completeness of any information, medical, psychological, historical, or other records or data regarding any child.

RELEASE: AP hereby releases Holt and holds Holt harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss in any way relating to or arising out of any medical, psychological, historical, or other records, data, or information regarding any child assigned to, placed with, or adopted by AP, or any translation of such records, data, or information.

21. *Authorization for Release of Information*

By signing this agreement, AP authorizes Holt to release copies of any and all records or other information Holt may have concerning AP to, and to fully discuss AP with, any cooperating agency providing services to AP in conjunction with this agreement, and/or any relevant government or adoption authorities, officials, or personnel, adoption facilitators or service providers or coordinators, and/or any relevant courts, in the U.S. or the sending country. This authorization is subject to all applicable legal restrictions and relates only to such records, information, and discussions as are reasonably necessary, in Holt's sole discretion, to provide the adoption services specified in this agreement.

AP hereby releases Holt from all legal responsibility or liability that may arise from the release of information authorized herein. AP acknowledges that the information to be released may include confidential information which could not be released without this written consent, including information that is specific to adoption counseling, family planning, employment, drug, alcohol or psychiatric treatment, and/or HIV testing and diagnosis.

22. *Release of Information to Spouse*

If AP is a married couple, by signing this agreement each AP spouse authorizes Holt to disclose to and discuss with the other spouse any confidential information Holt may learn or obtain concerning either AP spouse. Each AP spouse hereby releases Holt from all legal responsibility or liability that may arise from the release of information authorized herein. Each AP spouse acknowledges that the information to be released may include confidential information which could not be released without this written consent, including information that is specific to adoption counseling, family planning, criminal history, child abuse, employment, drug, alcohol or psychiatric treatment, and/or HIV testing and diagnosis.

SAMPLE

WE HAVE READ AND FULLY UNDERSTAND
THIS AGREEMENT.

Date Applicant One

Date Applicant Two

State of

County of

[Name/names of AP] personally appeared before me, a Notary Public in and for said state, on this _____ day of _____, 20____. Such person(s) is/are personally known to me, or proved on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to on the foregoing instrument, and such person(s) acknowledged to me that the foregoing instrument is his/her/their voluntary act and deed, executed in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the foregoing instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Holt Does Not Provide Legal Advice. This Agreement and other Holt documents contain statements of law and descriptions of the adoption process. Holt and its officers and staff do not provide legal advice to APs. APs are encouraged to seek independent legal counsel to obtain legal advice about this Agreement and/or as legal questions arise for APs during the adoption process.

This is a sample placement agreement for your reference. Please do not sign or turn in with your application.



PLACEMENT AGREEMENT (SAMPLE)

This Placement Agreement is entered into by and among Holt International Children's Services, Inc. ("Holt"), and the following named undersigned prospective Adopting Parent(s) ("AP"). Holt and AP are collectively referred to herein as "the parties."

J. Doe
(AP name)

J. Doe
(AP name)

This agreement concerns the following child (hereinafter referred to as "the child"):

(Child's birth name)

(Child's date of birth)

RECITALS

1. The parties have previously entered into a written International Adoption Services Agreement.
2. Pursuant to the International Adoption Services Agreement, the child has been assigned to and accepted by AP for the purpose of adoption. The child currently resides in a country other than the United States (such country hereinafter referred to as "the sending country").
3. The sending country requires that adoption be finalized in that country, in accordance with the laws of that country (such adoption is hereinafter referred to as "the overseas adoption"). If the overseas adoption is granted and the child is placed in the physical custody of AP ("placement") AP intends, and in some cases may be legally required, to re-finalize the adoption in the United States or otherwise intends to take all steps necessary to obtain a valid U.S. birth certificate for the child.
4. The parties are mutually concerned about the adjustment of the child to a new home, culture, and country. In order to ease this transition, and in the best interests

AP Initials

Date

AP Initials

Date

of the child, the parties desire and agree to a period of monitoring, supervision, and evaluation subsequent to placement (such period referred to herein as "the post-placement period").

5. The parties now wish to define their relationship and their respective rights and obligations with regard to the child and placement.

AGREEMENTS

1. Recitals

The recitals set forth above are hereby made a part of this agreement.

2. International Adoption Services Agreement

All the provisions of the International Adoption Services Agreement including but not limited to the recitals, disclaimers, releases, dispute resolution provisions, and provisions concerning contract construction are hereby made a part of this agreement and are as fully enforceable as though those provisions were expressly set forth herein. In the event of any conflict between the provisions of the International Adoption Services Agreement and the provisions contained herein, the terms of this agreement are controlling.

3. Services and assistance within the sending country

During the time that AP is in the sending country for the purpose of finalizing the overseas adoption and taking placement of the child, Holt or its overseas affiliate will provide general support and assistance to AP and will coordinate and guide AP through the adoption process in the sending country. Such services and assistance will include providing AP with escorts and/or guides while AP is in the sending country, arranging and coordinating all AP's adoption-related travel within the sending country, and arranging for any required adoption-related meetings and procedures within the sending country.

4. The overseas adoption

Upon fulfillment of all conditions precedent, including but not limited to the execution of this agreement and payment by AP of all required fees, Holt, or its overseas affiliate, will petition the appropriate authorities in the sending country for adoption of the child on behalf of and in the name of AP. Holt cannot guarantee that any adoptive placement

AP Initials

Date

AP Initials

Date

or overseas adoption will be granted. If, for any reason, the overseas adoption is not granted, this agreement will automatically terminate, as provided more fully below.

5. Care of the child

5.1 General obligations of AP From the time of placement, and at all times thereafter, AP is solely responsible for the physical, emotional, educational, and spiritual care, safety, development, and well-being of the child. This obligation includes paying any and all costs, fees or expenses related to the child -- including but not limited to adoption fees, transportation costs, medical expenses, and the cost of food, clothing, and other care -- which are incurred or arise at any time after placement. Under no circumstances shall Holt be required to reimburse AP for any such costs, fees, or expenses. AP will take all reasonable steps to qualify the child as a dependent under any health insurance plan in which AP participates; however, AP's obligations are in no way contingent upon AP's ability to obtain insurance coverage for the child.

5.2 Child Specific Preparation and Training Child Specific Preparation and Training is required by the Hague Convention and must be completed and documented prior to a family traveling to Korea to initiate the court process of the adoption. Holt staff cannot grant travel permission to the family without receiving documentation of this training.

5.3 Additional children Holt strongly recommends that, for twelve months following adoptive placement of the child with AP, AP not accept as a member of AP's household any new foster or adopted child.

5.4 Hold harmless and indemnity AP agrees to indemnify and hold Holt harmless from any and all liability, losses, damages, judgments, or claims arising out of or in any way relating to any costs, fees and expenses related to the child and which are incurred or arise at any time after placement.

6. Post-adoption requirements

In accordance with the provisions of the Adoption Services Agreement, AP shall fully comply with, and is solely responsible for paying all costs and fees associated with, all post-adoption requirements imposed by Holt, the sending country, the jurisdiction in which AP resides, or any other government authority with jurisdiction over the adoptive placement. Post-adoption requirements may differ from case to case. A summary of the post-adoption requirements anticipated with regard to the above-referenced child is attached hereto and incorporated herein by this reference.

AP Initials

Date

AP Initials

Date

7. U.S. citizenship and re-finalization of adoption

7.1 Certificate of U.S. citizenship

AP must, and agrees to, obtain a Certificate of U.S. citizenship or U.S. passport for the child as soon as the child is eligible.

7.2 Re-finalization of adoption

There are several reasons why re-finalization of the adoption in the United States is beneficial to AP and the child; and, in some situations U.S. Citizenship and Immigration Services ("USCIS") may require that AP re-finalize adoption in the United States as a condition of granting an orphan visa and/or of U.S. citizenship for the child. Therefore, as soon as practicable after the child arrives in the United States, and, in any event, within six months after arrival, AP shall take all steps reasonably necessary to re-finalize the adoption of the child in a court of the AP's state of residence. In the alternative, some states may allow AP to participate in a procedure which provides a new birth certificate for the child in AP's state of residence without the court process of re-finalization; however, a determination of whether such procedure is available and allowed in AP's state of residence, and whether such procedure will satisfy USCIS and state requirements for U.S. citizenship for the child is a determination that must be made by the AP in consultation with their own attorney. AP should be aware that in many situations, failure to promptly re-finalize an adoption may lead to increased post-adoption requirements and expenses.

7.3 Demonstration of Compliance AP must demonstrate compliance with the provisions of this section by providing Holt with copies of (1) the child's Certificate of U.S. citizenship or U.S. passport and (2) a certified copy of the United States adoption decree or judgment of adoption and/or new U.S. birth certificate for the child. These documents shall be provided to Holt within 15 days of the date that AP has obtained or received them.

7.4 Failure to comply AP's failure to timely obtain a Certificate of U.S. citizenship, a U.S. passport, and/or a U.S. birth certificate, which failure results in increased costs and future legal problems, shall not result in any liability on the part of Holt.

8. Termination of Agreement

8.1 Grounds and time for termination

8.1.1 Automatic termination

In the event that AP fails or refuses to take custody of the child, or in the event that authorities in the sending country fail or refuse to place the child with AP or to grant the overseas adoption, as required by the laws of the

AP Initials

Date

AP Initials

Date

sending country, this agreement will automatically terminate and Holt will have no further obligation under this agreement.

8.1.2 Termination by AP AP may terminate this agreement at any time prior to finalization of adoption. After the adoption has been finalized either overseas or in the U.S., this right to terminate will cease. Termination by AP is effective only upon 30 days written notice, stating AP's reason for the termination. Although this agreement may be terminated upon 30 days' notice, Holt is not required to take or transfer custody of the child within that time frame. Rather, AP must retain care and custody of the child until Holt has made arrangements for the transfer of custody of the child, which may take longer than 30 days.

8.1.3 Termination by Holt Holt may terminate this agreement at any time prior to finalization of adoption. Ordinarily, Holt will provide written notice of termination to the extent reasonably possible. However, Holt expressly reserves the right to terminate this agreement with no prior notice to AP if, in Holt's sole discretion and judgment, such termination and/or removal is in the best interest of the child to do so. Holt expressly reserves the right to terminate this agreement for any or no reason, although Holt generally will seek termination only for the reasons set forth in the International Adoption Services Agreement.

8.2 Effect of termination Termination of this agreement by any party or automatically shall have the following effects:

8.2.1 Termination of custody Termination of this agreement terminates AP's right to custody of the child. If the child is in the custody of AP, the child will remain with AP until Holt has made other arrangements for the care and custody of the child.

8.2.2 Costs, fees, and expenses incurred prior to termination Termination of this agreement does not extinguish or affect AP's obligations to pay any and all costs, fees, or expenses relating to the child, including costs and fees incurred in providing care to the child and including any costs or fees due to Holt under this and/or the International Adoption Services Agreement.

9. Effect of overseas adoption/Dissolution policy

AP acknowledges and understands that the overseas adoption is considered final and irrevocable and will result in the following consequences, among others:

The overseas adoption will create a legal relationship between AP and the child, whereby AP will become the child's legal parent and guardian, with all legal rights and obligations of a parent and guardian.

The relationship created by the overseas adoption requires AP to be responsible for the care and well-being of the child in all manners and respects as if the child were the biological offspring of AP. This obligation extends to any and all medical, psychiatric, counselling, or other services required for the child.

The relationship created by the overseas adoption is as binding and lasting as any parent-child relationship, and cannot and should not be severed or relinquished lightly or easily.

Holt will not assist in the termination or dissolution of the relationship created by a finalized adoption and will not assume custody of any adopted child, except in the most extreme of situations and when Holt, in its sole discretion and best professional judgment, determines that to do so would be in the best interests of the child and of Holt.

10. Dissolution/ Obligations of AP

AP agrees to the following obligations in the event that AP considers or decides to attempt to terminate or dissolve the adoption of the child.

10.1 Notice to Holt AP agrees to promptly notify Holt of any efforts or steps AP may take with regard to terminating or dissolving AP's adoption of the child, including any efforts by AP to find another home for the child, whether a foster home or new adoptive home.

10.2 Cooperation If AP requests and Holt agrees to provide services with regard to a proposed dissolution of adoption, AP will fully cooperate with Holt. **Such cooperation includes signing and fully complying with the terms of the Holt Dissolution Services Agreement, and complying with any dissolution and transition plan and procedure recommended by Holt.** If the child is in the custody of AP, the child will remain with AP until Holt has authorized and approved transfer of the child to other care. AP will cooperate in all manners reasonable and necessary to accomplish transfer of custody. If AP is the child's legal guardian, AP will execute all documents necessary to transfer legal custody or guardianship of the child to such other person or entity as Holt may designate.

10.3 Financial and legal responsibility for the child AP will remain financially and legally responsible for the care of the child throughout any dissolution process and until some third party has agreed to assume such responsibilities.

10.4 Best interests of child

During any dissolution process, AP must act at all times in the best interests of the child, as determined by Holt, in its sole discretion and judgment. AP understands and acknowledges that the child's best interests may not always coincide with what AP may feel are AP's best interests. AP agrees that where those interests conflict, AP will proceed in the child's best interests.

11. Entire agreement

This agreement and the International Adoption Services Agreement, which is incorporated herein, contain the full, final, and exclusive statement of the agreement between the parties hereto. This document is being signed voluntarily, without reliance on any other promises or representations.

12. Requests for additional non-identifying information

On occasion, the child's birth parent may request that Holt obtain non-identifying information about the child, such as information about the child's health, accomplishments, educational progress, etc. Holt may contact AP concerning such request. AP is under no obligation to provide such information, unless otherwise required to do so by law or written agreement, including but not limited to other provisions of this agreement or the International Adoption Services Agreement.

13. Pre-placement images of the child

Photographs and other images of the child may have been taken or created prior to placement of the child with AP. By signing this agreement, AP consents to the reproduction and unrestricted use and/or exhibition of any pre-placement image of the child by Holt in all manner of media, including use for purposes of education, publicity, advertising, trade, display, fundraising and art. This consent does not, by itself, include any right to identify AP as adoptive parents of the child.

14. Remaining fees

In consideration for services rendered to AP, AP agrees to pay to Holt the balance of the following fees:

U.S. Processing	\$ _____	Overseas
Program	\$ _____	Korea Travel Fee
\$ _____ Post-placement Services	\$ _____	

AP Initials

Date

AP Initials

Date

Date

Adopting Parent

Date

Adopting Parent

State of _____)

County of _____)

[Name/names of AP] personally appeared before me, a Notary Public in and for said state, on this _____ day of _____, 20____. Such person(s) is/are personally known to me, or proved on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to on the foregoing instrument, and such person(s) acknowledged to me that the foregoing instrument is his/her/their voluntary act and deed, executed in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the foregoing instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public for: _____

My Commission Expires: _____

HOLT INTERNATIONAL CHILDREN'S SERVICES

Date

By:

Title:

CLIENT COMPLAINT PROCEDURE

I. AGENCY POLICY

Any birth parent, prospective adoptive parent or adoptive parent, or adoptee (“clients”) may on occasion have a complaint, grievance, or question concerning Holt services or staff. When such complaints or questions arise, they should be promptly discussed with the appropriate staff and quickly resolved so that they do not become lingering problems. If a complaint or question is not resolved to the client’s satisfaction, the following procedure offers the opportunity for a more thorough consideration of the issues.

II. PRINCIPLES

The client complaint procedure is to be administered according to the following principles:

- Every complaint or problem is significant enough to be of concern.
- Every problem should be resolved as quickly and as close to the source as possible.
- Clients are encouraged to use the Complaint Procedure without fear of retaliation or adverse action on the part of Holt.

III. COMPLAINTS NOT RELATED TO THE HAGUE CONVENTION, the IAA, the UAA or HAGUE CONVENTION

Oral, in-person complaints are the preferred method for resolving client issues not related to the Convention, the IAA, the UAA or Hague Convention. It is often most efficient and expeditious to resolve a complaint in person by bringing the matter to the attention of the Holt worker responsible.

- Clients may make an oral complaint to any Holt associate. If the complaint is not related to the individual’s job duties, s/he will refer the matter to the appropriate department.
- An oral complaint received by a Holt associate as part of day-to-day operations should be resolved by the associate when possible. When appropriate, or if the client requests, the associate may refer the complaint to the supervisor or manager of the appropriate department.
- An oral complaint received by a manager or supervisor that is related to Holt’s will be resolved as efficiently as possible. In the event the complaint is related specifically to Holt policy, the resolution will be discussed and addressed by senior management.
- If the complaint is directly related to the President and CEO, then the complaint will be forwarded to the Chair of the Board of Directors for review and response.

- Complaints can also be provided to Holt's Oregon licensing coordinator:
Holly Ivey, Licensing Coordinator
201 High Street SE, Suite 500
Salem, Oregon, 97301
Phone: 503-979-7411

IV. COMPLAINTS RELATED TO THE HAGUE CONVENTION, IAA, UAA or HAGUE CONVENTION

A. Requirements for Complaints

1. A complaint:

- can be made by email, or letter
- states with specificity the nature of the complaint, including any relevant dates and the names of persons involved

2. submission of complaints The complaint must be directed to the Senior Executive of Intercountry Adoption or the Senior Executive of US Programs.

B. Response

1. The Senior Executive of Intercountry Adoption or the Senior Executive of US Programs will:

- Provide an email acknowledgement of the complaint to the client within 5 business days of receipt of the complaint.
- Review the complaint with the appropriate Adoption Director for further investigation and response.

2. The Senior Executive of Intercountry Adoption or the Senior Executive of US Programs:

- May, at his or her sole discretion, arrange an interview with the complainant, and may take any other steps to investigate the complaint.
- Will respond in writing to the complaint within thirty working days of receipt of the complaint. However, when a complaint involves time-sensitive matters or allegations of fraud, the Senior Executive of Intercountry Adoption or the Senior Executive of US Programs will provide expedited review of the complaint, within 5 days of complaint.

3. The written response shall contain:

- A summary of the facts and issues

- Specific findings regarding the issues
- A summary of the procedure to be followed if the complainant is dissatisfied with the response and wishes further review of the decision.

4. The written response shall be sent to the client and to the Vice President or Senior Vice President of the region.

C. Further Review

1. If the complainant is not satisfied with the response of the Senior Executive of Intercountry Adoption or the Senior Executive of US Programs, the Client may request further review. The request for review must:

- Be written or emailed
- Submitted within 20 working days of receipt of the Holt response to the initial complaint.
- Specify the nature of the objections to the decision or conclusions contained in the initial Holt response.

2. The Vice President or Senior Vice President of the region, in conjunction with the CEO, will:

- Review the matter and consider all relevant and available facts and circumstances.
- Respond in writing within thirty working days of the date of Holt's receipt of the request for review.

3. The decision made by the Vice President or Senior Vice President of the region and CEO is final.

D. Written Complaints to Third Parties

If the complaint concerns or raises an issue of compliance with the Hague Convention or the U.S. implementing statutes and Convention, any person dissatisfied with Holt's resolution of the complaint, or if the complaint was not responded to within 30 days, the complainant may file a complaint with the Hague Convention Complaint Registry. Contact information and procedures for the Hague Convention Complaint Registry may be obtained as follows:

Hague Convention Complaint Registry

http://adoption.state.gov/hague_convention/agency_accreditation/complaints.php
(888) 407-4747

Attn: U.S. Central Authority

U.S. Department of State Bureau of Consular Affairs

Office of Children's Issues, Adoption Unit (SA-29) 2201 C Street, NW Washington, DC 20520

V. REPORTING AND RECORD-KEEPING

1. If a staff member receives a written (email or letter) complaint related to Hague regulations, the IAA, the UAA or Hague Convention they will provide the complaint to the Senior Executive of Intercountry Adoption or the Senior Executive of US Programs for follow up.

2. The Senior Executive of Intercountry Adoption or the Senior Executive of US Programs, or his/her designee, will maintain a record of each written complaint made pursuant to this procedure. The written record will detail the steps taken to investigate and respond to the complaint. The record of complaints will be retained in a central file or database.

3. The record of Client complaints will be reviewed quarterly by the Continuous Quality Improvement Committee. The CQI Committee will track and evaluate the complaints in order to:

- Identify consistent themes, trends, or discernable patterns and make recommendations that may improve practices and services to constituents.
- Determine if a complaint raises an issue of compliance with Hague regulations, the IAA, the UAA or Hague Convention.

4. A detailed report of these complaints will be provided to the Holt CEO and Senior Executive of Intercountry Adoption on a semi-annual basis.

5. Holt will submit semi-annual reports regarding these complaints to the accrediting entity and to the Hague Secretary. The reports will include the following:

- A summary of all complaints received by Holt during the preceding six months related to lack of compliance with Hague regulations, the IAA, the UAA or The Hague Convention. The summary will provide information about total complaints received and about how each complaint was resolved.
- An assessment or evaluation as to whether the complaints display or reveal any discernible pattern or problem at Holt.
- If a discernable pattern or problem is apparent, a summary of any systematic or remedial steps made or contemplated by Holt in response to the pattern or problem.

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