

## Agreement for Consulting Services

### **1. Summary of the Consulting Process**

The Adoption Consultancy (the “**Consultancy**”) provides education, information and guidance to pre-adoptive parents throughout the adoption process.

### **2. Limited Scope of Services**

The Consultancy is not an adoption agency, nor do we represent birth mothers. The Consultancy is an independent entity designed to assist you with understanding and navigating the adoption process by providing the services described above. We may refer you to adoption agencies and adoption attorneys during this process, but this does not constitute a guarantee of the services these agencies and attorneys may provide. We are not affiliated with any adoption agencies or adoption attorneys, nor do we have a financial interest in referring you to any particular adoption agency or adoption attorney. Moreover, the Consultancy does not match a specific child to specific parents for adoption. You agree that the Consultancy assumes no liability for any damages resulting from a referral and that the Consultancy is not guaranteeing that you are qualified or will be able to adopt a child. You further understand and agree that the Consultancy is not a law firm, nor does the Consultancy provide any legal services. Specifically, we do not provide legal advice with respect to: (1) whether non-residents can finalize an adoption in another state; (2) when consent forms can be signed; (3) when a consent becomes irrevocable; (4) the validity of any revocation claim based on fraud or duress; (5) when an adoption is considered final; (6) the putative father registry; (7) payment for birth parent expenses; (8) adoptive parent advertising; (9) rights of the birth father; (10) readoption; or (11) any state or federal statutes including, but not limited to, the Interstate Compact on the Placement of Children or the Indian Child Welfare Act. Although many of these topics may be discussed with you during the adoption process, we are not offering any legal advice whatsoever, and you are always

encouraged to seek the advice of an attorney before and during the adoption process.

### **3. Fees**

Fees for Full Support program are payable as follows:

- \$400 due with application
- \$1950 due before first consultation
- \$1650 due before second consultation
- For return clients and clients pursuing international adoption, discounted fees apply
- All fees are for services rendered and are non-refundable
- These fees are effective for a period of 12 months from the date of client's second consultation. For an active account, continuing services beyond that time will be provided with a continuation fee of \$1200 per 12 month period.
- Fee required to reactivate a dormant account between 6 & 12 months after most recent consultation; after 12 months, both consultations must be repeated at the current rate.

Fees for all other programs are payable as follows:

- Full payment due before products or services are provided
- All fees are for services rendered and are non-refundable.

You acknowledge and agree that the fees you pay are for consulting services, and are not for the placement of a child. Residents of states with additional restrictions acknowledge and agree that the fees you pay are solely for profile-related services. Any other services provided to residents of such states are done so free of charge.

### **4. Confidentiality**

The Consultancy takes your privacy seriously. The Consultancy does not and will not sell any information to third parties. By your signature below, you expressly acknowledge, consent and agree that the Consultancy may reveal relevant information to adoption agencies and adoption attorneys in connection with the services the Consultancy is providing to you.

You agree not to share any of the confidential information provided to you by The Consultancy (including, but not limited to recordings, documents, customized plan and profile feedback.) You agree that the confidential information is to be used solely for the purpose of adopting a baby/child into your family.

## **5. Limitation of Liability**

The Consultancy shall not be liable, whether jointly, severally or individually, as a result of any negligence, act, omission, breach of contract, or other liability, not amounting to a willful or intentional wrong, in excess of a sum equal to the cost of services provided pursuant to this Agreement. The Consultancy shall not be liable for any special, indirect or consequential damages whatsoever, whether caused by the Consultancy's negligence, breach of contract, or other cause or causes whatsoever including, but not limited to, the failure to perform the services described herein.

The Consultancy may recommend the services of a particular adoption agency, adoption attorney or other third-party unrelated to the Consultancy. While other clients may have had a positive experience with such agency, attorney or other third-party in the past, this is not a guarantee that you will have the same experience. The Consultancy makes no warranties or representations regarding their services, and you agree to hold harmless the Consultancy from any and all claims or causes of action relating to the performance, non-performance, error, omission of, or any other harm caused by the agency, attorney or other third-party.

The Consultancy utilizes a website to provide clients and prospective clients with information about its services. The Consultancy makes no representation or warranty in any way, and assumes absolutely no responsibility or liability in connection with the accuracy, completeness, or currency of the content or the suitability, functionality, or operation of the content on the website or any site which may be linked to it. Moreover, the professionals, advertisers and other websites listed on our website are not affiliated with the Consultancy and are separate entities. The Consultancy makes no representations or warranties regarding the products or services that may be advertised or listed on the website.

## **6. Termination**

The family can, at anytime, choose to withdraw from the adoption process or terminate this agreement. The Consultancy also reserves the right to terminate this agreement at any time when the family has acted in bad faith, conducted themselves in an unreasonable or verbally abusive manner, exhibited unreasonable expectations related to their adoption efforts, supplied false or misleading information, or the working relationship between the two parties cannot continue due to unresolved issues and/or irreconcilable differences. The Consultancy, in its professional judgment, will consider all circumstances in determining the suitability of interrupting or terminating this agreement and retains the right to terminate services at any time. In the event of termination by either party, there shall be no refund of any fees paid by the Client, and the Consultancy shall be entitled to payment for all consulting services performed up to and including the date of termination.

## **7. Non-Compete**

You agree that during the term of this agreement and for a period of three years thereafter you will not engage in, consult with, participate in, hold a position as shareholder, director, officer, consultant, employee, partner or investor, or otherwise assist as a part of any business entity (i) in any State of the United States of America or (ii) in any other country in which the Company has business activities, in either case, that is engaged in any activities which are competitive with the business of providing adoption consulting and any and all business activities reasonably related thereto in which the Company or any of its divisions, affiliates or subsidiaries are then engaged. This agreement does NOT prohibit you from being a client of any other adoption-related businesses.

## **8. Severability**

If any clause, or portion of a clause, in this Agreement is considered invalid under the rule of law, it shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect.

## **9. Governing Law**

You agree that any disputes arising out of this agreement and the services provided by the Consultancy shall be governed by the laws of the State of Florida. In the event of a suit relating to such dispute, you agree that the venue for any action shall be in Hillsborough County, Florida.

By executing this document in the space provided below, I agree that I have read and understood the terms of this agreement and I agree to be bound by the terms contained herein.

Agreed and accepted by:

Client: \_\_\_\_\_

Dated: \_\_\_\_\_

Client: \_\_\_\_\_

Dated: \_\_\_\_\_