

INTRODUCTION

Nightlight Christian Adoption's mission is to glorify God by helping women in crisis pregnancy and by getting more kids and embryos into permanent, loving homes. We do this through our domestic, foster adopt, international and embryo adoption programs.

Good communication is essential in a successful adoption. Nightlight encourages Prospective Adoptive Parents and expectant/birth parents to ask questions to assure that they fully understand the adoption process, the services which Nightlight will provide, and the fees and costs involved. Determining who will assist you in the adoption process is an important decision and Prospective Adoptive Parents and expectant/birth parents are encouraged to work with licensed adoption professionals and are urged to fully investigate any adoption professional they use.

PARTIES

The parties to this agreement are Nightlight Christian Adoptions, a licensed child placing agency (hereinafter "Nightlight") and *Family Name* (hereinafter "Prospective Adoptive Parents"). In addition, a beneficiary of this agreement are expectant/birth parents who choose to place their child with Prospective Adoptive Parents and rely on the representations made by both Nightlight and Prospective Adoptive Parents in making the decision to relinquish their child for adoption.

Nightlight provides services to both expectant/birth parents and Prospective Adoptive Parents in the adoption process, including counseling, education, home studies, post adoption supervision and reports, coordination with legal counsel when necessary to terminate the birth parents' parental rights and finalize the adoption by Prospective Adoptive Parents. In addition, Nightlight continues to provide post placement support to both birth parents and Adoptive Parents and acts as an intermediary, when and as necessary, to facilitate the exchange of information and child updates and progress reports between birth parents and Adoptive Parents in accordance with commitments made by Prospective Adoptive Parents.

ADOPTION PLANS

Nightlight provides adoption services to Prospective Adoptive Parents under both "Agency Adoption Plans" and "Modified Adoption Plans" such as Independent and Designated Adoptions.

Agency Adoption Plan: The Agency Adoption Plan, sometimes referred to as a full-service agency adoption, consists of all necessary elements of a domestic adoption, except legal services. Nightlight prepares the home study if the Prospective Adoptive Parents are residents in one of Nightlight's licensed states; conducts expectant/birth mother outreach, screening and counseling; assists the expectant/birth mother in selecting Prospective Adoptive Parents; works with the expectant/birth father (if cooperative); matches the Prospective Adoptive Parents with an expectant/birth mother; prepares the adoption plan; assists in obtaining the birth mother and/or birth father relinquishments; coordinates any legal services necessary to obtain court orders terminating parental rights; places the child in Prospective Adoptive Parents' home; provides post-placement support and supervision; and prepares the court report to finalize the adoption. It also includes the payment of reasonable and necessary expenses incurred by the expectant/birth mother in connection with her pregnancy, such as, living expenses, maternity clothing and other legally allowable expenses.

Modified Adoption Plans: A Modified Adoption Plan is a customized set of services and applies to adoption situations where Prospective Adoptive Parents engage the services of Nightlight after having been matched with an expectant/birth mother. The services provided by Nightlight include those described under Agency Adoption Plan, recognizing that Nightlight has not screened and

participated in the expectant/birth mother selection and matching process. Additionally, in cases subject to ICPC compliance (Interstate Compact on the Placement of Children) where the Prospective Adoptive Parents live in a different state than the state where the baby is born, Nightlight may have been involved with the expectant/birth mother but not have prepared the home study for the Prospective Adoptive Parents. Although Prospective Adopting Parents are encouraged to pursue a wide variety of networking opportunities, Nightlight reserves the right to not work with Prospective Adoptive Parents who have been matched through the use of unlicensed, paid intermediaries or facilitators.

FEES AND COSTS

Included in the Initial Agreement Checklist is the Fee Schedule specifying the fees and costs involved in the adoption plan chosen by Prospective Adoptive Parents, broken down into phases based on the services provided, and the timing for the payment of all fees and costs. In situations where it is necessary to engage outside legal services, outside of relinquishment and termination of birth parent rights in non-contested adoption cases, the Prospective Adoptive Parents will be provided an estimate of such fees and legal costs. Payment of such fees and costs is due within 10 days of the issuance of a Statement.

Fees and Costs are billed and payable according to a schedule which approximates the timing of costs and services provided. If this Agreement is terminated by Nightlight under the provisions herein, no refund of fees or costs will be made. Prospective Adoptive Parents may terminate this Agreement prior to the placement of a child only if all fees and costs have been paid according to the Fee Schedule.

OTHER TERMS AND CONDITIONS

The following Terms and Conditions are incorporated into this Agreement and specifically agreed to by the parties hereto. Violation of any of the Terms and Conditions listed below is cause for termination of this Agreement without any refund of fees or costs.

1. Concurrent participation in more than one adoption program or pursuing infertility treatments while in the adoption process is not allowed without written waiver by Nightlight.
2. Prospective Adoptive Parents agree to notify Nightlight immediately upon learning of a pregnancy or being matched with a birth parent through another source.
3. Prospective Adoptive Parents agree that if it becomes necessary to place their file on hold for any reason, the fees paid to Nightlight will be applicable to a future adoption for a period of two (2) years from the time the file is initially placed on hold. At the time a file is reactivated, Prospective Adoptive Parents will be subject to the eligibility requirements and Fee Schedules then in effect.
4. Prospective Adoptive Parents agree to update their home study annually, in accordance with Nightlight's policy, regardless of individual state regulations.
5. If it is necessary to update or amend a home study, whether for changes in circumstances or expiration after one (1) year according to Nightlight policy or state regulations, Prospective Adoptive Parents agree to such an update and payment of the associated costs.
6. Fees paid for a modified adoption plan are nonrefundable and expire upon termination of services. In some cases, Nightlight may allow fees paid for a modified adoption plan to

remain valid for two years from the date paid if Nightlight seeks to present a prospective adoptive family to an expectant/birth mother.

7. Nightlight only uses the services of competent and approved adoption attorneys. Fees for legal services associated with the relinquishment and termination of birth parents parental rights in a non-contested case are included in the program fees quoted by Nightlight. Additional Fees for legal services, including those related to relinquishment and termination of birth parent rights in a contested case, are not included in any of the fees quoted by Nightlight and are the responsibility of the Prospective Adoptive Parents. Additionally, any legal fees incurred by Nightlight, including those incurred before an expectant/birth mom is matched with the Prospective Adoptive Parents, in connection with any contested adoption, whether it is necessary for the services of an attorney to be retained to represent Nightlight, the birth parents, or the Prospective Adoptive Parents are the responsibility of the Prospective Adoptive Parents. Such legal fees and costs may be billed by Nightlight or by the attorney directly to the Prospective Adoptive Parents. Legal fees are billed to the Adoptive Parents as incurred and are the responsibility of the Prospective Adoptive Parents regardless of whether the match disrupts or the birthmother places her child with Prospective Adoptive Parents or not.
8. In the event that it is necessary to utilize an approved cradle care home for the temporary placement of a child, the adoptive parents will be solely responsible for reimbursement of the cradle care expenses associated with the child's care during that time period. These fees will be due immediately upon receipt.
9. In the event of a failed match or disruption in an agency adoption plan, Nightlight may charge a minimal fee to rematch Prospective Adoptive Parents with another expectant/birth mother. This fee is dependent upon how much work was involved with the first match and the amount is at the discretion of Nightlight and will be decided on a case-by case basis. In general, this fee is between \$1,000 and \$2,000. In addition, Prospective Adoptive Parents will be responsible for legal fees incurred to the date of disruption of the match or placement.
10. Prospective Adoptive Parents understand that they can choose to decline to match with an expectant/birth mother for any reason. However, they further understand that declining to accept a match that fits within their stated preferences is cause for termination of this agreement and that all fees paid to Nightlight are non-refundable.
11. In the event of a disruption in a modified adoption plan, Nightlight may offer the prospective adoptive family the ability to pursue an agency adoption plan. Pursuing an agency adoption plan would require the prospective adoptive family to agree to and sign a new fee schedule. In some cases, Nightlight may agree to present the prospective adoptive family to a future expectant/birth mother if there are no current Nightlight families who meet the expectant/birth mother's criteria or in accordance with state and federal laws.
12. Nightlight provides clients with monthly statements only if there has been activity on the case or if a balance is outstanding. All fees and costs are due and payable in accordance with the fee schedule or when billed. A late fee of 12% annual (1% monthly) will be assessed for fees more than 30 days past due. Agency program fees are subject to change with 90 days' notice.
13. When pursuing an agency adoption plan, the Prospective Adoptive Parents agree to be shown to an expectant/birth mother in any state in the country. If matched with an expectant/birth mother in another state, the Prospective Adoptive Parents will be required to travel to the expectant/birth mother's state of residence and will incur costs associated with travel.

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14. While most expectant/birth mothers have private medical insurance and/or Medicaid, neither Nightlight, nor its employees are responsible for any medical bills or related expenses for the pregnancy and /or nursery bills. The Prospective Adoptive Parents, upon matching, are responsible for any medical expenses incurred at any point during the expectant mother's pregnancy, not covered by her Medicaid and/or private insurance. Adoptive families will not be responsible for medical bills provided to the agency by the expectant/birth mother that are already over 90 days past due. As a practical matter, the adoptive couples' insurance would normally cover the baby's medical needs. Prospective Adoptive Parents are responsible for confirming with their health insurance carrier regarding health insurance coverage for adopted children.
15. Prospective Adoptive Parents agree to sign whatever financial responsibility forms are required by the hospital and Nightlight which indicate they would be responsible for delivery and/or nursery expenses. In the event the birth mother is not covered by insurance, Nightlight staff will explore Medicaid coverage for the birth mother; however, Prospective Adoptive Parents should understand that they are responsible for the hospital expenses.
16. Prospective Adoptive Parents agree to comply with all required post placement visits and reports. Post placement visits and reports are required until the adoption is legally finalized.
17. Nightlight requires updates including pictures and a letter addressed to the birth parents from the Prospective Adoptive Parents quarterly during the first year following placement, and annually until the child is 18 years of age. These updates are submitted to Nightlight electronically and are kept on file and can be share with the birth parents upon request.

TERMINATION OF AGREEMENT

Prospective Adoptive Parents understand that they may terminate this agreement with Nightlight prior to receiving placement of a child in their home for any reason and that any fees paid to Nightlight are non-refundable. The following are specific situations where the actions or conduct of Prospective Adoptive Parents may result in the termination of this Agreement by Nightlight without any reimbursement of fees:

- Failure to pay fees or expenses within the time agreed to in this Agreement;
- Failure to cooperate and comply with all reasonable requests of Nightlight in reference to our adoptive placement;
- Breach of any term of this Agreement;
- Perpetuation of a fraud, tort, or crime, whether in connection with the use of Nightlight's services or otherwise, or any conduct whatsoever that Nightlight, in its sole discretion, believes to be criminal or fraudulent;
- Actions, as determined solely by Nightlight, which could interfere with Nightlight's relationships with other clients, any government entity, any court jurisdiction or legal counsel, or any person or business with whom Nightlight has relationships, including but not limited to our attempts to secure a child outside of Nightlight's auspices or normal business practices;
- Conduct, as determined solely by Nightlight, which renders it difficult for Nightlight to carry out the purpose and spirit of this Agreement, which will include conduct on our

part that causes Nightlight to have concern as to whether the placement of any child in our home is truly in the best interest of the child;

- Mistreatment, as determined solely by Nightlight, of any person associated with Nightlight, including, without limitation, any rude, offensive, or disrespectful conduct taken toward any person associated with Nightlight;
- An attempt to adopt a child from any resource at or near the same time that we attempt to adopt a child from Nightlight, unless Nightlight has been notified in writing within 2 business days of our initiation or decision to begin the adoption process with another resource. Furthermore, Prospective Adoptive Parents agree that Nightlight can terminate their adoption proceedings if Nightlight determines, in its sole discretion, that the adoption is not in the best interest of the child or children, even if the home study approves Prospective Adoptive Parents for multiple placements.
- Failure to keep Nightlight informed in writing of any changes or occurrences in their lives, prior to actual placement or during the period of finalization, which might render them ineligible to adopt, including but not limited to, loss of job or income, bankruptcy, diagnosis with significant mental or physical illness, marriage dissolution, moving to a new residence, etc.
- Any misrepresentation by Prospective Adoptive Parents to Nightlight or any other individual or entity in any way connected to their adoption, whether in writing (including all representations in this agreement) or otherwise.
- Prospective Adoptive Parents grant their permission for Nightlight to discuss all relevant information regarding their case with necessary parties, including but not limited to, their attorney, the home study or placing agency, the Department of Social Services, and any Interstate Compact Offices.
- Providing false information or failing to disclose required information is grounds for terminating your application without a refund of any fees paid.

MISCELLANEOUS PROVISIONS

- A. Nightlight will provide the Prospective Adoptive Parent with a list of recommended adoption attorneys for finalizing the adoption. Nightlight strongly advises all Prospective Adoptive Parents to hire an attorney from the list provided to ensure appropriate adoption law is followed.
- B. Nightlight Christian Adoptions uses photographs of families and children for educational and promotional purposes. Prospective Adoptive Parents authorize Nightlight to utilize their photographs in newsletters, scrapbooks, office bulletin boards, social media posts, and general use (ex. frames at promotional events.) This includes photographs sent to Nightlight by families and taken at various events sponsored by Nightlight.
- C. Upon termination of this agreement whether by withdrawal, denial, or adoption completion, all adoption profile book will remain with Nightlight and may be used as samples for others. Nightlight will have the right and ability to shred profile books upon adoption finalization.
- D. It is the responsibility of all Nightlight clients to report any suspected child abuse to Nightlight Christian Adoptions. This includes witnessing any suspicious behavior towards a child by a

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biological parent, expectant parent, adoptive parent, Nightlight employee, or overseas workers. These suspicions will be immediately reported to Nightlight staff and/or the appropriate child protective services department.

- E. Nightlight uses a secure database for storing our adoption information. Applicants of Nightlight Christian Adoptions agree to submit online forms through this database from application through post adoption reporting. This database, which is encrypted and backed up on a remote server, will remain in use even after an adoption is complete, as a way to access adoption information required by state and federal laws.
- F. Nightlight makes no representations as to the outcome of an adoption and can give no guarantees regarding the health and development of the child the family may adopt. No guarantee can be given, although a candid exchange of questions and views between the parties is always encouraged.
- G. All clients of Nightlight have the right to confidentiality. Any communication between clients and Nightlight personnel is kept confidential, unless otherwise authorized. However, there are limits to confidentiality. Clients will be informed if Nightlight staff are mandated to release information without the client's consent. The limits to confidentiality include, concern of self-harm or harm to others, suspicions of elder or child abuse and neglect, and clinical supervision within Nightlight. All Nightlight staff are bound by the same rules of confidentiality.

Attorneys' Fees: If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees. The Venue for any action to enforce this Agreement shall be Orange County, California, the location of Nightlight's home office. This Agreement may be executed in counterparts.

This Agreement is executed by Prospective Adoptive Parents.