

European Adoption Consultants, Inc.



A Non-Profit, 501(c)(3), Licensed Adoption Agency
HAGUE ACCREDITED

12608 Alameda Drive, Strongsville, OH 44149
(440) 846-9300 • (800) 533-0098 • Fax (440) 846-1705
www.eaci.com • email: EACAdopt@aol.com

SAMPLE

ADDENDUM A

Post-placement/Registration Requirements Kazakhstan (4/08)

SAMPLE

Post-placement:

Minimally, after completion of international adoption, Applicant(s) must:

- Provide EAC with monthly written parental post-placement reports for each adopted child during the first year after completion of international adoption.
- Provide EAC with written post-placement reports for each adopted child prepared by an agency licensed to conduct home studies in Applicant(s)' state of residence. Home visits by the licensed agency are mandatory and must be completed at six (6) months, twelve (12) months, twenty-four (24) months and thirty-six (36) months after completion of adoption. Two (2) original reports for each child and for each home visit are required.
- Provide EAC with written parental post-placement reports to be completed at forty-eight (48) months after adoption and every twelve (12) months thereafter until the child adopted by Applicant(s) reaches eighteen (18) years of age.

All parental and agency reports (and all required copies) must be authenticated with proper documentation, and include one original set and color copies of at least four (4) different photographs (frontal view) of the adopted child.

On occasion, Kazakhstan authorities may request additional or special reports for a specific child be provided or that an official of the Republic of Kazakhstan be permitted to visit Applicant(s)' home and a child adopted by Applicant(s). Upon notice from EAC and/or any Kazakhstan authority, Applicant(s) agree to comply with all such requests, to provide all requested information in a timely fashion and to permit proper officials of the Republic of Kazakhstan to visit Applicant(s)' home and child adopted by Applicant(s) not more than two (2) times each year.

Upon notice from EAC and/or any Kazakhstan authority, Applicant(s) agree to comply with all such requests and provide all requested information in a timely fashion.

Registration:

Applicant(s) are required to register each adopted child with proper Kazakhstan authorities and must remain in Kazakhstan until completion of the required registration. Applicant(s) are also required to maintain registration of each adopted child with such Kazakhstan authorities until the adopted child reaches the age of majority or such other time as may be stipulated by Kazakhstan authorities. Maintaining registration includes, but is not limited to, reporting any change of address of the adopted child.

The undersigned Applicant(s) understand and agree to the foregoing Post Placement/Registration requirements.

Signature

Date

Please Print Name

Signature

Date

Please Print Name



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ADDENDUM B

**KAZAKHSTAN
(9/12/08)**

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SCHEDULE OF EAC FEES PAID AND DUE

Applicant(s) have elected to pursue the adoption of (_____)child/children and as of this date, the following accurately reflects the status of Applicant(s)' account with European Adoption Consultants, Incorporated:

<u>Fee</u>		<u>Paid</u>	<u>Due</u>	<u>N/A</u>
EAC Application Fee	\$ 200	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EAC Registration Fee	\$ 500	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Homestudy Fee	\$ Varies by State	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Homestudy Update Fee	\$ Varies by State	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post-placement Fee	\$ Varies by State	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EAC Post-placement Administration Fee	\$ 550/child	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EAC Homestudy Review Fee (waived if EAC completes)	\$ 450 (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EAC Dossier Fee	\$2,400/child	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EAC Dossier Review Fee	\$ 400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Authentication of Dossier by Kazakh Embassy	\$ 180	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Translation and Expediting Fee	\$ 850	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
International Processing Fee	\$4,500/child	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
International Processing Fee - outside U.S.	\$1,500	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Invitation Fee	\$ 200/person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Application Fee, Registration Fee, Homestudy/Homestudy Update Fee, Post-placement Administration Fee (total), Homestudy Cooperation Fee, Dossier Fee (total), International Processing Fee (total), and Invitation Fee (total), Foreign Program Processing Fee (total) due EAC, each check must be separate and made payable to EAC. THE INTERNATIONAL ADOPTION SERVICES AGREEMENT AND CANCELED CHECKS FOR PAYMENTS OF FEES SHOULD BE RETAINED AS RECEIPTS FOR TAX PURPOSES—NO OTHER RECEIPTS WILL BE ISSUED.

APPLICANT(S):

Signature

Date

Please Print Name

Signature

Date

Please Print Name



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ADDENDUM C

Foreign Program Fees Kazakhstan (4/29/09)

Estimated Program Fees (some fees may be higher)

\$19,000 - \$22,500

Foreign Program Fee is due at the time your dossier is submitted to the Kazakhstan Embassy.

Foreign Program Fees and In-Country Expenses are subject to change, and will be determined at the time of written acceptance of referral of a child. All costs and expenses for all in-country travel, airfare, train, hotels, food, spending money, cancellations of or changes to travel or lodging arrangements made by Applicant(s) are the responsibility of Applicant(s).

Foreign Program Fees are payable to foreign coordinators include orphan relief program (clothing, food, medicine, etc.), administrative costs, translator fees, and attorney fees in Kazakhstan. Foreign Program Fees do not include airfare to and from Kazakhstan, lodging and travel costs while in Kazakhstan (including intra-country railroad fares and airfare), gifts, meals, personal spending, immigration fees, visas for adoptive parents and adopted children, embassy fees, medical expenses, and costs of Kazakhstan consular or other registration of the adopted child, all of which are payable by adoptive parent(s) in addition to Foreign Program Fees. \$3,000 of the Foreign Program Fee is sent upon release of the dossier from the Kazakhstan Embassy. **THIS \$3,000 IS NON-REFUNDABLE.**

The undersigned understand and agree to the foregoing:

Signature

Date

Please Print Name

Signature

Date

Please Print Name



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ADDENDUM D (7/07)

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RISKS that Impact the Future Health and Well-Being of an Adoptive C

Conditions Affecting Children:

Countries that permit international adoption programs as a means of finding families for orphaned or abandoned children often need to rely on international adoption due to lack of financial and economic resources. The same lack of financial and economic resources may impact the social and medical care that prospective adoptive children receive and the availability of medical background information on the children and their birth families. Many children identified for possible adoption are institutionalized in orphanages or hospitals and these facilities are operated below the standard of care typically provided in western countries. The absence of equipment, supplies, nutritional food, toys and age appropriate developmental stimulus and the shortage of adequate or properly trained medical personnel and child care providers in these institutions and hospitals can result in a child being at higher risk of illness, delayed physical, psychological and mental growth and other impairments. Prospective adoptive parents should be aware that the international adoption process carries an inherent and substantial risk of the existence of medical, social and emotional illnesses, disabilities and deficiencies with children to be adopted. These illnesses, disabilities and deficiencies are widely varied and a complete listing is impossible; however, some common conditions include the following:

Abuse (physical, psychological Emotional & sexual)	Exposure to Nuclear contamination	Respiratory Problems
Adjustment Disorders	Fetal Alcohol Syndrome or Effect	Rickets
Anemia	Hepatitis, A, B & C	Salmonella
Attachment Disorders	HIV/AIDS	Scabies/Lice
Autism	Infectious Diseases	Sensory Integration Problems
Chronic Infections	Intestinal Parasites	Tuberculosis
Complications of Prematurity	Lack of Normal Development	Undiagnosed Genetic Problems
Cytomegalovirus	Lactose Intolerance	Vision/Hearing/Speech Problems
Delayed Development (physical, psychological, emotional)	Learning Disabilities	Undisclosed or Undiagnosed Conditions/Disorders
Dental Problems/Tooth Decay	Malnutrition	Vitamin Deficiency
Depression	Mental Insufficiency	
Drug Exposure	Permanent Disabilities	
Eating Disorders	Physical Disabilities	
Effects of Institutionalization And understimulation	Pneumonia	

Conditions Affecting Medical and Social Records:

Prior to adoption, prospective adoptive parents may receive medical and other information regarding a child. All prospective adoptive parents receiving information regarding a child available for international adoption are strongly encouraged to submit that information to an international adoption medical specialist for review and consultation. Nevertheless, the decision to adopt a particular child is made by the person(s) adopting and there can be no guarantee of the absence of any medical or social condition.

(7/07)

While EAC will provide prospective adoptive parents with the information in its physical possession on the mental and developmental condition of any child referred for the purposes of international adoption, EAC can not and does not guarantee the accuracy of such records. If a child is abandoned or orphaned, it may be difficult to determine the child's birthday with complete accuracy and a birth date may later prove to be inaccurate. The medical social and background information on the children available for international adoption is often collected and furnished by independent third parties, including foreign governmental officials, orphanage staff and others who provide this information according to local policy, custom and procedures. Medical and developmental tests administered in foreign countries are unreliable at best and may not correspond to western standards or methods. The medical and/or developmental information provided about any child available for adoption may not provide a complete description of the mental, emotional, physical and/or developmental characteristics of the child.

EAC encourages prospective adoption parents to seek an independent medical evaluation of any child referred for adoption and will provide information about physicians familiar with and specializing in reviewing social and medical reports for international adoption; however, EAC has no affiliation with any such physician and can not and does not make any representation or warranty regarding the services provided by any such physician. Any person adopting a child internationally must accept the risks that all records and information regarding a child available for adoption contain errors and/or omissions.

BY SIGNING BELOW I/WE ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTAND ALL OF THE FOREGOING INFORMATION, UNDERSTAND AND ACCEPT THE RISKS ASSOCIATED WITH INTERNATIONAL ADOPTION, UNDERSTAND AND ACCEPT THAT I/WE, ANY CHILD ADOPTED BY ME/US AND THE RECORDS CONCERNING ANY CHILD ADOPTED BY ME/US MAY BE SUBJECT TO ANY OF THE FOREGOING CONDITIONS AND UNDERSTAND AND AGREE THAT IN MAKING THE DECISION TO ADOPT ANY CHILD, I/WE WILL CONSIDER ALL OF THE FOREGOING INFORMATION.



Signature of Adoptive Father

Date

Please Print Name

Signature of Adoptive Mother

Date

Please Print Name

SAMPLE

EUROPEAN ADOPTION CONSULTANTS, INCORPORATED

ADDENDUM E

Plan in Event of Adoption Disruption (Prior to Finalization)

SAMPLE

DISRUPTION OF ADOPTION DURING PLACEMENT PERIOD

- **Best Interests of child.** European Adoption Consultants, Incorporated (“EAC”) will work at all times in the best interests of the child concerned.

EAC anticipated that all adoptions once approved will be enacted and made final prior to the time an adopted child enters the United States from the foreign country of the child’s origin.

However, in the event an adoption is not made final prior to the arrival of a child in the United States in expectation of subsequent finalization of an adoption, EAC will monitor the period of placement prior to adoption finalization (The “Placement Period”) to insure that the prefinalization placement remains in the best interests of the child.

EAC and the persons with whom a child is placed prior to finalization of an adoption (the “Custodian(s)”) will adhere to the following plan:

- **Difficulties involving child during Placement Period,** EAC and the Custodian(s) will seek to avoid disruption of adoption during the Placement Period if that is in the best interests of the child. The Custodian(s) will notify EAC promptly if significant problems arise in the relationship or situation of the Custodian(s) and child during the Placement Period. To the extent EAC has knowledge and available resources, EAC will provide advise and offer information regarding available external assistance, such as counseling, that the Custodian(s) may engage at the Custodian(s)’ expense.
- **Disruption of adoption by mutual consent during Placement period.**
 - In the event that counseling and other efforts are not successful in resolving serious difficulties and the Custodian(s) and EAC mutually decide and express in writing that continuing the Placement Period and a subsequent final adoption of the child by the Custodian(s) are not in the child’s best interest, the Custodian(s) and EAC will establish an agreed-upon date within 30 days to effect a change in the custody and physical home of the child.
 - EAC will use its best efforts to arrange for a qualified, eligible person to assume temporary custody of and provide care for the child. In doing so, EAC will act promptly and in accordance with any applicable legal requirements to remove the child from the Custodian(s)’ home.
 - EAC will assume responsibility for finding a subsequent adoptive parent and placement for the child if possible, and, if done, for notifying the government of the foreign country involved about the child’s new adoptive parents.
 - In considering the future placement of the child, EAC will consider the child’s views when appropriate in light of the child’s age and maturity and, when required by state law, obtain the consent of the child prior to change in physical home or custody. EAC will also consider the child’s age, length of time in the United States, and other such pertinent factors.
 - EAC will return the child to the child’s country of origin only as a last resort, only after making efforts to establish a new placement with other adoptive parents, and only if the government of the foreign country involved and the relevant accrediting agencies have provided prior approval in writing for such return.
 - Notwithstanding removal of the child from the home and custody of the Custodian(s), the Custodian(s) will continue to have financial responsibility for all costs required for the child’s care until such time as EAC is able to effect another placement or return of the child to the child’s country of origin and the Custodian(s) will pay such costs upon billing by EAC. EAC will make

reasonable efforts to determine if a child is eligible for various governmental, social, welfare programs that provide financial assistance to the children and, if so, will work with the Custodian(s) to see that the child is enrolled and that the Custodian(s)' expenses are reduced accordingly.

- **Disruption of adoption due to crisis or emergency during Placement Period**

- Upon or before placement of a child, the Custodian(s) will provide EAC with information regarding the arrangements made by the Custodian(s) during the Placement Period for custody and care of the child (guardianship) should a crisis or emergency arise making it impossible for the Custodian(s) to maintain full responsibility for the child.
- To the best of its efforts, EAC will facilitate assumption of custody and care by the guardian designated by the Custodian(s) and will continue any responsibilities it has for monitoring and reporting during the Placement Period, but EAC will have no financial or other responsibilities with respect to that custody and care.

- **Disruption of adoption due to neglect or abuse**

- EAC may determine that continuing the Placement Period and proceeding to a subsequent final adoption of the child by the Custodian(s) are not in the child's best interest if it believes that child neglect or abuse is occurring. In any such event, EAC will report suspected neglect or abuse promptly to appropriate law enforcement and public child welfare authorities and cooperate fully in the investigations and resolution of such matters.
- If local law enforcement and public child welfare authorities act to remove the child from the Custodian(s)' home, and assume temporary custody and care of the child due to child abuse or neglect, then:
 - EAC will make efforts to find subsequent adoptive parents and place the child for adoption if possible and will notify the government of the foreign country involved about the change in custody and care and the child's new adoptive parents;
 - In considering future placement of the child, EAC will consider the child's views when appropriate in light of the child's age and maturity and, when required by state law, obtain the consent of the child prior to change in physical home or custody. EAC will also consider the child's age, length of time in the United States, and other such pertinent factors;
 - EAC will seek to return child to the child's country of origin only as a last resort, only after making efforts to establish a new placement with other adoptive parents, and only if the government of the foreign country involved and the relevant accrediting agencies have provided prior approval in writing for such return; and
 - The Custodian will have all financial and other responsibility for the child's care as is required by laws and regulations of the county, state, or other jurisdiction governing such circumstance.

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EUROPEAN ADOPTION CONSULTANTS, INCORPORATED

ADDENDUM F

COMPLAINT POLICY AND PROCEDURES

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Right to make complaint: European Adoption Consultants, Incorporated (“EAC”) recognizes the right of any birth parent, prospective adoptive parent, adoptive parent, or adoptee; to submit a complaint about any of the services or activities of EAC (including use of its supervised providers) that involves compliance with the Hague Convention On Protection of Children and Co-Operation in Respect of Intercountry Adoption (the “Convention”), the Intercountry Adoption Act of 2000 (the “IAA”), or the regulations promulgated pursuant to the IAA (a “Complaint”):

Policy Regarding Complaints:

- EAC will respond within thirty (30) days of receipt to any Complaint that is made in writing, signed, dated and received by EAC, and will provide an expedited review of a Complaint that is time-sensitive or that involves allegations of fraud.
- EAC will advise any person submitting a Complaint (a “Complainant”) of the additional procedures available if a Complainant is dissatisfied with EAC’s response to a Complaint.
- EAC will maintain a written record of each Complaint received pursuant to this policy and the steps taken to investigate and respond to it, and will make this record available to its accrediting entity or the United States Secretary of State upon request. The Executive Director or designee will establish a separate complaint file for each Complaint received by EAC and will maintain complaint files together in a separate location a part from EAC’s other records.
- In order to continuously improve its services and minimize the number of written Complaints made, EAC will have a quality improvement program appropriate to its size and circumstances. The program will incorporate quality improvement methods such as reviewing complaint data, customer satisfaction surveys, or benchmarking to external; data (when such data are available) as a basis for making improvements.
- Specifically, any Complaint received will be reviewed and analyzed by EAC’s Executive Director or designee to determine the nature of the Complaint, the actions (or inactions) undertaken by EAC that may have caused or contributed to the Complaint, the policies maintained by EAC that may have caused or contributed to the Complaint and any deficiency in such policies, and the complaints. Upon completion of the review and analysis, the Executive Director or designee will prepare a written report of the review and analysis and recommendations for improving services and minimizing similar future complaints, including recommendations regarding changes in any policies maintained or procedures undertaken by EAC. All such reports will be maintained separately and reviewed at least semiannually to determine the need for additional changes to EAC’s policies and procedures and improvement of its services. In addition, to the extent that EAC engages in significant activities involving adoptions in Convention countries, EAC will develop and implement a customer satisfaction survey for clients adopting from Convention countries. The survey will be designed to identify areas of the procedures and policies of EAC that may result in a Complaint and other client service issues that may result in dissatisfaction with the services provided by EAC.
- EAC will not take any action to discourage a client or prospective client from, or retaliate against a client or prospective client for making a Complaint, expressing a grievance, providing information in writing or orally to an accrediting entity regarding EAC’s performance, or questioning the conduct of or expressing an opinion about the performance of EAC. A copy of this policy will be provided to all clients adopting from a Convention country and all EAC staff. All staff will be specifically advised of the prohibitions of this policy. Instructions regarding this policy and EAC’s procedures for handling Complaints will be incorporated into EAC’s regular staff training program.
- EAC will make available on a semi-annual basis, a summary of all Complaints received pursuant to this policy. The report will include the number of Complaints received by EAC and what, if any, changes or plans were made in response to such patterns.

- At such time as the United States Department of State Complaint Registry becomes available clients and prospective clients will be advised as to obtaining access to the Registry and this Policy will be revised to include specific information regarding access to the Registry.

Procedures for Handling Complaints:

- Any person believing he or she has a Complaint will be requested to present it first to EAC's President and Executive Director as follows:

Margaret A. Cole, President/Executive Director
12608 Alameda Drive
Strongsville, Ohio 44149

- If the President/Executive Director is not able to resolve the Complaint to the satisfaction of a Complainant, the Complainant may request that the Complaint be submitted in a dated and signed written document for consideration for the Board of Trustees of EAC (the "Board") and upon receipt, the written document will be forwarded to the Board.
- Upon receipt of a written Complaint in accordance with the foregoing, the Board will consider the Complaint, develop a response and communicate that response to the Complainant.

A response to a written Complaint will be given to a Complainant within thirty (30) days of receipt of a written, signed and dated Complaint, and an expedited review will be made for any Complaint that is time sensitive or that involves allegations of fraud.

If the Complainant is not satisfied with the response given to the Complaint, the Complainant will be advised of the right to submit the Complaint to the appropriate agencies and EAC will provide direction and contact information for the transmission of any such Complaint.

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EXHIBIT 1
(6/08)

REQUEST TO PROCEED WITH ADOPTION RELATED SERVICES

The undersigned _____ and _____ (“Prospective Parents”), having previously entered into a certain International Adoption Services Agreement (the “Services Agreement”) with European Adoption Consultants, Incorporated (“EAC”), represent and acknowledge to EAC that Prospective Parents have accepted referral of the child whose biographical details are set forth on page 2 (the “Child”) for adoption by Prospective Parents. Prospective Parents now request that EAC assist Prospective Parents with completing the adoption of the Child. In requesting EAC to assist Prospective Parents, Prospective Parents represent to EAC that Prospective Parents understand and agree that the adoption of the Child and the services to be provided by EAC are and will be subject to all of the following:

- 1. Referral of Child.** The Child has been referred to Prospective Parents for adoption by authorities of the Kazakhstan Federation and not by EAC. Prospective Parents have personally observed the Child in Kazakhstan; have received medical information regarding the Child from agencies of the Kazakhstan Federation and not from EAC; have had the opportunity to examine, measure and video record the Child and to have the examinations, measurements and video recordings evaluated by a physician of their choice; have had sufficient time to evaluate the adoption of the Child and the information received by them regarding the Child; have accepted the referral of the Child for adoption based upon Prospective Parents' personal observations of the Child and independent review of the medical and other information provided to Prospective Parents by persons, agencies and organizations other than EAC; and have not relied on any recommendation, solicitation, or representation made by EAC in deciding to pursue adoption of the Child.
- 2. Medical Information.** EAC has not and will not either physically examine the Child or prepare any medical information regarding the Child for submission to Prospective Parents. All medical and social records and histories that have been and may be provided to Prospective Parents regarding the Child are prepared by Kazakhstan authorities, may be inaccurate and are, and will continue to be, incomplete and unreliable; English translations of Kazakhstani language medical reports and histories regarding the Child or biological parents of the Child may be incomplete and/or inaccurate; the availability of complete or current medical and social information regarding the Child and the biological parents of the Child is highly unlikely; medical information regarding the Child provided to Prospective Parents in Kazakhstan may differ from other medical information regarding the Child available in Kazakhstan; and, in addition to the medical information previously provided to Prospective Parents, new and sometimes conflicting medical information regarding the Child may be provided to Prospective Parents by various Kazakhstan authorities prior to, at the time of, or after completion of the adoption of the Child. EAC has not made and will not make any representation or assurance whatsoever regarding either the medical information about the Child submitted at any time to Prospective Parents, or the medical and social histories of the biological parents of the Child. Prospective parents understand that after execution of this Request to Proceed with Adoption Related Services, Prospective Parents will not have the opportunity to request additional medical information regarding the Child, and EAC will not be obligated to provide such information.
- 3. Medical Condition of Child.** A large majority of children available for international adoption experience mild to severe developmental, emotional, physical and/or cultural difficulties and there is a substantial risk that the Child does or will experience one or more of such difficulties. Prospective Parents should expect that the Child currently has unknown and/or undiagnosed medical conditions, some of which may be associated with the medical and social histories of the biological parents of the Child. EAC makes no representations or assurances whatsoever regarding the past, current or future health of the Child.
- 4. Independent Actions.** During the adoption process, Prospective Parents may receive medical information regarding the Child. Due to the unreliability of the medical information regarding the Child and the possibility that documents regarding the Child may have been inaccurately or incompletely translated, Prospective Parents are and have been advised by EAC to procure an independent medical evaluation of the Child and an independent translation of all Kazakh language documents that are made available to Prospective Parents regarding the Child.
- 5. Completion of Adoption.** Not all referrals of children result in the completion of an international adoption, and consequently, the adoption of the Child by Prospective Parents is not assured. Prospective Parents must adopt the Child in the Kazakhstan region of the Child's domicile and pursuant to the laws of the Kazakhstan Federation and that region. EAC will monitor the status of the laws applicable to the adoption of the Child, but foreign adoption laws, customs and court procedures frequently change with little or no notice. There can be no assurance that laws, customs and court procedures currently in effect will be in effect at the time of the adoption of the Child. Adoption of the Child by Prospective Parents is not subject to regular scheduling and the completion of the adoption may occur at any time. EAC has not made and will not make any representation or assurance with respect to the time for the completion of the adoption of the Child.
- 6. EAC Services and Fees.** Fees for EAC services in assisting Prospective Parents with the adoption of the Child are as set forth in the Services Agreement. EAC's obligation to provide services to Prospective Parents is subject to the terms and conditions of the Services Agreement, and the payment of all fees set forth in the Services Agreement. This document supplements but does not supersede or otherwise modify the acknowledgements, agreements, terms and conditions contained in the Services Agreement all of which are and shall remain in full force and effect.
- 7. Foreign Program Fees.** During the adoption process, Prospective Parents will be required to pay Foreign Program Fees described in the Service Agreement and Addendum C to the Service Agreement. EAC will advise Prospective Parents regarding the current amount and method for payment of such fees, all of which must be paid in full prior to completing the adoption of the Child. Foreign Program Fees and in-country expenses are payable in addition to fees payable to EAC under the Services Agreement, and neither the Foreign Program Fees nor the fees payable to EAC include the costs of airfare and other domestic, Kazakhstan and international travel, lodging, meals, visa charges, United States medical examinations, and other incidental costs involved with Kazakhstan adoptions, all of which will be paid as incurred by Prospective Parents.

EXHIBIT 1 (6/08)

- 8. Termination of Services. In accordance with the Services Agreement, at any time before Applicant(s) adopt the Child, EAC, in its sole discretion, may terminate its services. Upon any such termination of services, unless EAC and Prospective Parents agree otherwise, refund of the fees paid to EAC, and EAC's liability with respect to Foreign Program Fees paid by Prospective Parents will be governed by the terms of the Services Agreement.
- 9. Refusal to Adopt. If Prospective Parents terminate the Services Agreement, withdraw acceptance of the referral of the Child, cease efforts to adopt the Child, or otherwise refuse to complete the adoption of the Child, Prospective Parents agree to execute and deliver to EAC a document, in form acceptable to EAC, evidencing Prospective Parents' refusal to adopt the Child.
- 10. Postplacement. Prospective Parents acknowledge that Prospective Parents have been informed of the current Kazakhstan postplacement requirements, that such requirements are subject to change, and that such changes may be applicable to Prospective Parents and the Child retroactively. Upon completion of the adoption of the Child, Prospective Parents will register the Child with the Kazakhstan authorities prior to returning to the United States unless the appropriate governmental offices are unavailable prior to departure, in which case, Prospective Parents will register the Child with the United States Kazakhstan Consulate within three (3) months of adoption. Prospective Parents will comply with all Kazakhstan postplacement reporting requirements in a timely fashion, including without limitation, the current requirements to maintain Kazakhstan registration of the Child until the Child reaches the age of majority. Prospective Parents agree to indemnify and hold EAC harmless from, against and in respect of all claims, losses, liabilities, damages, costs, and expenses, including without limitation, attorneys fees, arising out of a failure by Prospective Parents to comply with all Kazakhstan postplacement requirements.
- 11. Additional Documents: Limited Power of Attorney. Prospective Parents will submit to EAC, in timely fashion, all documents required to complete adoption of the Child as requested by EAC. All such documents must be notarized and apostilled as directed by EAC. Prospective Parents will also provide such additional documents and/or update or change any document to be submitted by Prospective Parents as required by EAC or Kazakhstan authorities and whether or not EAC has previously approved any document to be changed and/or updated. All such additional updates will be completed by Prospective Parents, authenticated and promptly delivered to EAC. To the extent deemed necessary or expedient by EAC, and provided that EAC completes such documents in accordance with information provided to EAC by Prospective Parents, Prospective Parents hereby grant to EAC and its agents and employees a limited power of attorney to complete and sign on behalf of Prospective Parents any and all documents required to be submitted to foreign governments, agencies, orphanages and/or courts but only for the purposes of completing adoption of the Child. This power of attorney shall remain in full force and effect until EAC receives a written revocation of the power from Prospective Parents.
- 12. Foreign Services. Persons employed by EAC or otherwise providing services to EAC or Prospective Parents in Kazakhstan are authorized only to assist Prospective Parents in the preparation of documents and the submission of those documents to Kazakhstan authorities and are not authorized to obtain for or present to Prospective Parents any medical or other information regarding the Child or the biological parents of the Child.
- 13. Waiver. Prospective Parents acknowledge that Prospective Parents have been given the opportunity to observe, measure, and video record and the Child, and to have their observations, measurements, and video recordings reviewed and evaluated by a physician of their choice.

_____/_____/_____ Prospective Parents have completed all observations, measurements, video recordings and medical evaluations to their satisfaction; or
 Initials Date

_____/_____/_____ Prospective Parents waive the opportunity to obtain measurements and video recordings and to have such measurements and video recordings reviewed and evaluated by a physician of their choice.
 Initials Date

Prospective Parents are to complete all of the following (Please Hand Print in Pen):

BIOGRAPHICAL INFORMATION OF CHILD:

PROSPECTIVE PARENTS:

Name (Foreign): _____

Name: _____

Date of Birth: _____

Name: _____

Current Kazakhstan Domicile: _____

Address: _____

By signing this document below, each Prospective Parent states that he or she has read and understands all of the foregoing, understands that the provision of services by European Adoption Consultants, Incorporated is subject to all of the foregoing, and does hereby request that European Adoption Consultants, Incorporated assist Prospective Parents with the adoption of the Child, subject to and in accordance with the foregoing.

Signature of Prospective Parent

Date

Signature of Prospective Parent

Date

Please Print Name

Please Print Name