

AIPIP Web-Based PI Crash Course Agreement

6/18 v.1

Provider Name: _____

This Agreement ("Agreement") sets forth the legally binding terms for your participation with the American Institute of Personal Injury Physicians (AIPIP) and purchase of the AIPIP program and consulting services. This is a legally binding Agreement between you and AIPIP, SS, LLC ("Business Advisor"). By signing or by using the services, you agree to be bound by this Agreement. Read this Agreement carefully and save it. If you do not agree with it, you should not complete this agreement.

AIPIP Program. The AIPIP Web PI Crash Course program is a series of web-based educational sessions services designed to help physicians improve their understanding of Personal Injury. Your program may also include different components, coaching, consulting and/or other products and services. You agree not to share call-in numbers, passwords, protected links, etc. to anyone. The program requires a valid email address and a stable Internet connection to be able to view and play video files.

Payment. You may cancel this program at any time prior to Friday, July 6, 2018 @ 5:00 pm Pacific. After this period, no refunds shall be made. Cancellations/Refunds shall be effective only if approved and upon written notice provided directly to info@aikip.com or through the "Contact" page at aikip.com.

Any refunds issued will be refunded by your original form of payment. AIPIP, SS, LLC, is not responsible for any overdraft charges, over limit charges, or NSF fees by your bank or credit card company. You agree to contact AIPIP to resolve any questions or problems with your program. Fees for all services are due in full at time of service, unless the 2-payment option is selected. AIPIP, SS, LLC cannot guarantee and does not promise any specific results from use of the services and makes no representations or warranties as to specific outcomes or business results. AIPIP, SS, LLC does not guarantee that your business will be successful or make a profit.

Coaching and Consulting. All coaching will be provided by an AIPIP, SS, LLC approved coach. Coaches may provide advice of a general nature. Seek the advice of a licensed and trained professional in areas where a professional opinion is appropriate, i.e., Personal Injury law, tax, etc. No coaching services will be provided until fees are received. Your coach cannot guarantee and does not promise any specific results from use of the services. Your coach makes no representations or warranties as to specific outcomes or business results and cannot guarantee that your business will be successful or make a profit.

Term. This Agreement will stay in force and effect until the end of the term. **The term of this Agreement is for 90 days from the first webinar session scheduled for June 26, 2018.** Any consulting session(s) that remain unused after 90 days will be forfeited unless other arrangements have been made and agreed in writing. Failure to pay required fees may result in AIPIP, SS, LLC terminating the Agreement prior to the end of the term, and discontinuing your access to any and all AIPIP, SS, LLC services.

Assignment. You may not, without the prior written consent of AIPIP, SS, LLC, assign this Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so shall be a material default of this Agreement and shall be void. Business Advisor's (AIPIP) rights and obligations, in whole or in part, under this Agreement may be assigned or transferred by Business Advisor (AIPIP).

Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or remedies on any other person or entity.

Governing Law. This Agreement shall be interpreted according to the laws of the State of Arizona without regard to or application of choice-of-law rules or principles.

Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches.

Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they begin negotiations for a suitable replacement provision.

AIPIP Initials: _____

Client Initials: _____

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Relationship. Nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other; (ii) deem the parties to be acting as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

Force Majeure. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitation, an act of God, fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, vandals, or hackers (a "force majeure event") the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that you will not be excused from the payment of any sums of money owed by you to AIPIP; and provided further, however, that if a party suffering a force majeure event is unable to cure that event within thirty (30) days, the other party may terminate this Agreement.

Damage Waiver. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER SIMILAR DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR EXEMPLARY OR PUNITIVE DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BUSINESS PARTNER'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO BUSINESS PARTNER FOR THE SERVICES DURING THE TERM OF THE PROGRAM.

Intellectual Property. Any materials provided as part of your program are copyrighted and may not be reproduced in any form, or by any means, without the express written permission of AIPIP, SS, LLC. You may not remove the copyright information from any AIPIP materials. You may not reproduce, republish, display, perform, distribute, modify, transmit, reuse, re-post or use the content of the materials for public or commercial purposes without the express written permission of AIPIP, SS, LLC.

The trademarks, logos and service marks (collectively the "Trademarks") displayed on the materials are registered and unregistered trademarks of AIPIP, SS, LLC and other third parties that have authorized the use of such trademarks on the website.

Nothing contained in the materials or on the AIPIP website should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any trademark displayed on the website without the written permission of AIPIP, SS, LLC or the appropriate third party. Your use of the trademarks displayed on the materials, or any other content on the website, except as provided in these terms and conditions, is strictly prohibited.

Construction. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof.

Non-Use of AIPIP. You shall not, in the course of performance of this Agreement, or thereafter, use American Institute of Personal Injury Physicians or AIPIP's name or logo in any advertising or promotional media without prior written consent.

Remedies. Except as provided herein, the rights and remedies of Business Advisor and AIPIP, SS, LLC are set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors-in-interest, legal representatives, heirs and assigns.

Acceptable Use Agreement. You agree to the terms and conditions of the acceptable use Agreement found at <http://www.aipip.com/terms-conditions-of-use>.

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Client Initials: _____

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Disputes. If there is any dispute about or involving the services, you agree that the dispute shall be governed by the laws of the State of Arizona, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of Arizona, county of Maricopa.

AIPIP, SS, LLC or you may demand that any dispute between you and AIPIP, SS, LLC about or involving the services must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in Phoenix, Arizona, USA. The foregoing shall not prevent AIPIP, SS, LLC from seeking injunctive relief in a court of competent jurisdiction.

Indemnity. You agree to indemnify and hold AIPIP, SS, LLC, and their subsidiaries, and affiliates, and their respective officers, agents, attorneys and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by you or any third party due to or arising out of: this Agreement, your use of the Services, a breach of this Agreement, any breach of your representations and warranties set forth above, and/or if any content that you post using the services causes AIPIP or Business Advisor to be liable to another.

Entire Agreement. This Agreement represents the entire understanding relating to the services and prevails over any prior or contemporaneous, conflicting or additional communications. In order to participate in certain services, you may be notified that you may be required to agree to additional terms and conditions. You may receive a copy of this Agreement by emailing AIPIP.

Contact.

info@aikip.com

AIPIP

7150 E. Camelback Rd., Ste. 444

Scottsdale, Arizona 85251

(888) 924-7479

Please Print Legibly:

Name

Office / Company Name

Office Address, City, State and Zip Code

(____) _____
Office Phone

(____) _____
Cell Phone

(____) _____
Office Fax

Personal Email Address (where you want to receive and are capable to acknowledge AIPIP communication emails and materials)



Authorized AIPIP Signature

AIPIP Initials: _____

Client Initials: _____



AIPIP Web-Based PI Crash Course Agreement

The undersigned hereby authorizes American Institute of Personal Injury Physicians, SS, LLC to initially charge the credit card identified below in the amount of \$ _____ as payment.

In addition, (if applicable) the undersigned hereby authorizes American Institute of Personal Injury Physicians, SS, LLC to charge the below credit card, when due, all other amounts payable under the Consulting Agreement signed by the undersigned and dated as of _____, 2018.

Payment Schedule: AIPIP – Web Based PI “Crash” Course Program: \$349.00

Available Payment Arrangements:

- Single Payment Option: \$349.00 now and in full
- Two - Payment Option: \$200.00 now and \$200.00 in 21 days

Type of Credit Card: (circle one) Visa MasterCard American Express Discover

CREDIT CARD INFO

Credit Card Number: _____ (print slowly and legibly) ☺

Expiration Date: _____

Security Code: _____

(Visa, MasterCard & Discover see **backside** of card; **3** digit number)
(American Express see **front** of card; **4** digit number, upper right section)

Billing Address Street Number: _____

**(Physical address the issuing bank has on file for the card holder)*

Billing Zip Code: _____

**(Physical address zip code the issuing bank has on file for the card holder)*

Signature: _____

Print Name: _____

Date: _____

See Addendum A for specific webinar program dates, topics, times and other details.

Return the first 4 pages of this agreement: Fax 888.841.8585 or Email: info@aikip.com



AMERICAN INSTITUTE OF PERSONAL INJURY PHYSICIANS

7150 East Camelback Road, Suite 444
 Scottsdale, Arizona 85251
 (888) 924-7479 / Fax (888) 841-8585
 aipip.com

AIPIP Web Personal Injury "Crash" Course for Busy Providers Addendum A

Program Dates:

June 26, 2018 – August 21, 2018

- 6 - 60 Minute Group Training Calls
- 1 - Individual 30 Minute Coaching Session
- 3 - "Absorption" Weeks

"Crash" Course Schedule:

June 26 GTM Link Sent: June 25	Tuesday	1:00 – 2:00 pm EST	Daily SOAP Notes – Improving and Avoiding Redundancy	Steps to Creating a Solid Foundation for All Future PI Cases
July 3 - No Session	No Session	No Session	Absorption	"Catch-Up"
July 10 GTM Link Sent: July 9	Tuesday	1:00 – 2:00 pm EST	How to Spot Critical Case Value Drivers	How to Avoid Crucial Case Killers
July 17 GTM Link Sent: July 16	Tuesday	1:00 – 2:00 pm EST	What to Know About Treatment, Modalities, and Integrative Care	Keys to Initial History and Examination Success
July 24 - No Session	No Session	No Session	Absorption	"Catch-Up"
July 31 GTM Link Sent: July 30	Tuesday	1:00 – 2:00 pm EST	Diagnoses and Coding for Improved Reimbursement	Avoiding Reduction Requests, Records Reviews and IME's
August 7 GTM Link Sent: August 6	Tuesday	1:00 – 2:00 pm EST	Maximizing Your PI Marketing Efforts	Simple Steps to Adding 2 More PI Patients a Month
August 14 - No Session	No Session	No Session	Absorption	"Catch-Up"
August 21 GTM Link Sent: August 20	Tuesday	1:00 – 2:00 pm EST	Putting it All Together - Outlining Your Next Case	Med-Legal Concepts to Help Distinguish Your Practice

Are the Sessions Recorded? Yes! Every session listed above is recorded! Shortly after each session ends, you will be sent a recording link that will allow you listen to that week's session as often as you like.

What's an Absorption Week? You'll be receiving a lot of information over the next couple months, so it's vital to take some time to truly absorb and apply what you're learning. During this week you can review your notes, review the webinars and have time to catch-up on any unfinished assignments or just have time to implement. It's your week to take a breath and absorb.