

AIPIP “Marketing to PI Attorneys for Busy Providers” Agreement

6/19 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 “Marketing to Personal Injury Attorneys for Busy Providers” program is a series of web-based educational sessions, materials and services designed to help physicians improve their marketing to PI attorneys. 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 any time prior to Friday, August 2, 2019 @ 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. 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 session scheduled for July 24, 2019.** 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: _____

Provider Initials: _____

AIPIP “Marketing to PI Attorneys for Busy Providers” Agreement

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 at any time without the express written permission of AIPIP, SS, LLC. This extends beyond the term listed on Page 1 of this agreement.

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.

AIPIP Initials: _____

Provider Initials: _____

AIPIP "Marketing to PI Attorneys for Busy Providers" Agreement

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: _____

Provider Initials: _____



AIPIP “Marketing to PI Attorneys for Busy Providers” 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.

Payment Schedule: AIPIP – Web Based “Marketing to PI Attorneys for Busy Providers”: Regularly \$395.00

Early Registration Credit Now Through Friday, July 19, 2019 @ 5:00 pm Pacific: = \$100.00 Total Discount

Payment Arrangements:

- Early Registration Payment Option: \$295.00 now (discount expires July 19, 2019 @ 11:59 pm Pacific)
- Regular Registration Payment Option: \$395.00 (after July 19, 2019)

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

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: _____

In order to receive the program bonus materials:

A completed AIPIP agreement must be received no later than July 19, 2019 @ 11:59 pm Pacific
(Email: info@aikip.com or Fax: 888.841.8585)

Restrictions for All AIPIP Materials:

All regular program and bonus materials will be sent after the initial cancellation period has ended (August 2, 2019 @ 5:00 pm Pacific)

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

Please return all pages of this agreement: Email: info@aikip.com or Fax: 888.841.8585



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 “Marketing to Personal Injury Attorneys for Busy Providers” Addendum A

Program Dates:

July 24, 2019 – August 21, 2019

4 - 55 Minute Pre-Recorded Web-Based Training Sessions

Program Schedule:

July 24, 2019	Wednesday	Link Sent 1:00 pm EST	Module 1	- Identifying the Right Attorneys for You - How to Contact Each Attorney Type - How to Create and Complete an Attorney Profile
July 31, 2019 No Session	No Session	No Session	Absorption	No Session
August 7, 2019	Wednesday	Link Sent 1:00 pm EST	Module 2	- Steps to Begin Crafting Your Presentation - Learn Which Meeting Options are Best for You - Anticipating Questions and Resistance
August 14, 2019	Wednesday	Link Sent 1:00 pm EST	Module 3	- No Cost and Low-Cost Marketing Options - How to Schedule Meetings for 3 Different Types of Attorneys - Using a Marketing Calendar for Consistent, Reliable Results
August 21, 2019	Wednesday	Link Sent 1:00 pm EST	Module 4	- Marketing Ideas that Don't Require a Face-to-Face - Specific Steps to be Able to Deliver Consistently - The Systems are in Place, Now Let Your Staff Take Over

How Do I Get the Recordings?

Every session has already been recorded! You don't have to worry about being able to watch it live.

At the time listed above, you will be sent a link that will allow you watch that week's module...as often as you like and it does not expire!

What's an Absorption Week?

You'll be receiving a lot of information during this program, 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 videos 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.

AIPIP Initials: _____

Provider Initials: _____



AMERICAN INSTITUTE OF PERSONAL INJURY PHYSICIANS

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

Addendum A - continued

In order to receive the program bonus materials:

A completed AIPIP agreement must be received no later than July 19, 2019 @ 11:59 pm Pacific
(Email: info@aipip.com or Fax: 888.841.8585)

Restrictions for All AIPIP Materials:

All regular program and bonus materials will be sent after the initial cancellation period has ended (August 2, 2019 @ 5:00 pm Pacific)

Regular Program Materials:

(4) - 55 Minute Pre-Recorded Web-Based Training Sessions

(6) AIPIP Proprietary Forms and Materials:

AIPIP Attorney Preparation Outline Sheet

AIPIP Attorney Scheduling Telephone Script

AIPIP Sample Attorney Marketing Calendar

AIPIP Attorney Meeting Presentation Sheet

AIPIP Attorney Profile Worksheet

AIPIP Sample Attorney Presentation Package

Bonus Materials: A completed AIPIP agreement must be received no later than July 19, 2019 @ 11:59 pm Pacific

- Discount - \$295 (Save \$100) \$395 - After July 19, 2019

- AIPIP White Paper Report: "5 Tips to Overcoming PI Attorney Objections"

- (1) 30 - Minute Individual Coaching/Consulting Session

Session must be used within 90 days from the first webinar session (July 24, 2019) or no later than October 24, 2019.

Consulting session will be through "GoToMeeting®."

Access to a computer during the consulting session is necessary and required.

Providers must make the scheduled session; any re-scheduling or cancellations must be made at least 48 hours prior to the scheduled session.

AIPIP Initials: _____

Provider Initials: _____