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**Acceptance of Terms and Conditions for Participation in the Life Empowered Institute (LEI)
Associate Program (LEI-AP)**

This Acceptance of Terms and Conditions (the "**Agreement**") and the applicable registration or order form (the "**Registration Form**") for participation in the Life Empowered Institute **(LEI)** Associate Program and its related courses, materials, websites and associated programs (collectively referred to as the “**Program**”) sets forth the terms of the relationship between the Life Empowered Institute **(LEI)**, with offices located at 177 N. Lapham Street #104, Oconomowoc, WI 53066 and you as the purchaser or consumer ("**you**") as it relates to the Program. You and LEI may be referred to in this Agreement collectively as the "**Parties**" or individually as a "**Party**." You expressly agree to the terms of this Agreement by participating in the Program.

**1. Term of Agreement.** The term of this Agreement shall be from the time LEI accepts of your enrollment in the Program (the “**Effective Date**“) until the completion of the Program or, alternatively, upon termination by either Party. Either Party may terminate this Agreement at any time by giving the other Party written notice of termination. Termination will not, however, release either Party from any obligations that arose prior to the date written notice of termination was given.

**2. LEI- Associate Program (LEI-AP).**Upon completion of the **LEI-AP**, you will be authorize to teach, facilitate, host webinars, seminars, classes, workshops and co-facilitate LEI Courses and LEI Programs as developed from time to time. It is understood that you as a **LEI-AP** you **shall not** represent yourself as a PGI-Thinking Into Result Certified Coach or Consultant. You may only hold yourself out as a LEI-Associate. It is also understood you can market and sell the program PGI “Thinking Into Results” and LEI will register the customer under our PGI-Thinking Into Results License agreement with direction and oversite by LEI. It is also understood LEI as the licensee owns the client enrollment relationship. You also understood LEI is the licensee of PGI-Thinking Into Results and you are bound to PGI-Thinking Into Results in accordance with LEI-PGI agreements. It is also understood these terms may be change from time to time by the parties. It is understood that all required annual certification dues have been paid, this entitles you to market, train, facilitate and otherwise hold yourself out to the general public as a LEI-AP that is a certified to facilitate LEI proprietary programs. It is understood you are not to represent yourself as a **PGI – “Thinking Into Results Certified Consultant” and facilitation of clients in the TIR program are governed by LEI and PGI Terms and Conditions.**

**3. Program Participation Payments.** You agree to pay LEI an initial deposit (per agreement) for participation in the Program (the **“Program Deposit”**). By paying LEI the Program Deposit, you are agreeing to the terms and conditions set forth in this Agreement. You further agree to pay LEI the total amount for participation in the Program (the **“Program Tuition”**) that is listed on the invoice provided to you after receipt of the Program Deposit or that LEI has otherwise advised you to be the cost to participate in the Program. The Program Tuition is the amount you and LEI agreed upon for your participation in the Program. You must pay LEI the Program Deposit before you can receive any products or materials related to the Program. You must pay LEI the full Program Tuition or be current on all payments required by LEI under any Program Tuition payment plan to be eligible to participate in the Program. If you fail to make any payment(s) to LEI on an agreed upon date, LEI may deem all sums due by you immediately payable to it. Additionally, if you fail to make any payment(s) to LEI on an agreed upon date, LEI may suspend your ability to attend and/or receive products and services related to the Program, to include registering any of your clients in (TIR). Any such suspension, however, does not relieve you of your obligation to pay LEI the full Program Tuition. All outstanding and/or delinquent Program Tuition payments must be brought current for you to resume participating in the Program and to receive products and services related to the Program.

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**4. No Refunds.** The LEI Associate Program Tuition, including the Program Deposit, is nonrefundable. All funds paid by you are deemed earned by LEI upon receipt.

**5.  Program Materials. LEI** will provide you with the following Program materials: LEI training program **(the “Digital LEI-Associate Training Programs”).** Required TIR program purchase as a separate Tuition (paid to LEU to registers your person in the TIR program directly with PGI). **Program materials as ordered PGI.** Copies of the TIR Digital Programs and the TIR Hard Copy Materials shall not be made available to the general public or any third party for sale, distribution, download, replication, copying, file sharing or otherwise. Upon payment of your TIR Program enrollment fee (see Addendum A), PGI will ship and/or authorize the following: (1) admission into the TIR Program; (2) participation in all LEI Program teleconferences and webinars; (3) access to office hours with LEI Certified Trainers/Facilitator and Experts. You agree that LEI/PGI will not be liable for any late delivery or incorrect delivery of the TIR Digital Programs or any other materials no matter when ordered. You also agree that you are responsible for purchasing and providing all collateral materials and tools required to participate in the Program, including marking pens, masking tape, flip charts, overheads, projectors, audiovisual, any required correct legal information, paying all of your own marketing expenses, making all required payments to LEI. You are also responsible for identifying PGI as the owner of the “Thinking Into Results” program and their related materials. LEI/PGI may update the Program and its related materials from time to time. LEI/PGI is under no obligation to make, provide updates to, or to supply you with materials related to any updated or modified version of the Program.

**6. Annual Certification Fee.**Upon completion of the certification process (5 client Enrollments, see Addendum A), you will be authorized by LEI to hold yourself out as a LEI - Associate (Senior Associate or Executive Associate Consultant per Addendum A) certified to facilitate LEI created programs. Only active LEI Associates may hold themselves out to the public as being LEI Associates with regards to this agreement. In order to remain an active LEI Associate, you are required to pay LEI an annual certification license fee in the amount of $500.00 (the “Annual Certification Fee”). If you fail to pay the Annual Certification Fee you are prohibited from holding yourself out to the general public in any manner that you are a certified to facilitate LEI programs to include Thinking Into Results or any derivation thereof. LEI will send an invoice for payment of the Annual Certification Fee in hardcopy and/or electronic mail format to the address(es) on file with the LEI. You shall immediately advise LEI of any changes to your contact information. The Annual Certification Fee shall be due and payable to LEI no later than thirty (30) days after the date listed on the associated invoice and/or correspondence. Payments received after thirty (30) days from the date listed on the associated invoice and/or correspondence shall be deemed late. Late payments of the Annual Certification Fee shall require payment of an additional $150.00 to bring your account into active status so that you may hold yourself out as being certified to facilitate LEI programs to include PGI Thinking Into Results.

**7. Credit Card on File Requirement.**To participate in the Program, you must provide LEI with a valid credit card to keep on file. The credit card on file with LEI will be used to process your monthly or other agreed upon Program Tuition payments. The credit card on file with LEI will also be used to process your Annual Certification Fee unless the company has otherwise been advised not to do so. LEI may require you to complete a credit card authorization form in addition to you accepting the terms of this Agreement. By maintaining a credit card on file with LEI, you represent and warrant that you are the authorized cardholder, you agree to the terms contained in this Agreement, you agree to pay, and specifically authorize LEI to charge the credit card on file for any required Program Tuition payments, Annual Certification Fees and any products or services that you have ordered, to include Client Enrollment License Fee per Addendum A. Moreover, you further agree that in the event the credit card on file becomes invalid, you will provide LEI with a new valid credit card that may be used to process



payment for any outstanding balances owed for Program Tuition payments, Annual Certification Fees and any products and/or services you have ordered.

**8. Program Participation at Your Own Risk.** LEI does not guarantee that you will achieve any specific personal, professional or financial results by your participation in the Program. LEI/PGI also does not guarantee you will earn any specific amount of income as a result of your participation in the Program. LEI/PGI makes no promises, representations or warranties concerning the viability of any goals, aspirations or endeavors you may identify or choose to pursue during or as a result of your participation in the Program. You agree to participate in the Program at your own risk. Program information, services and products are used at your own risk. You are solely responsible for any decisions and actions that result from your participation in the Program and the use of Program related information, products and services. LEI/PGI does not, and will not, provide you with any psychological, investment or financial advice in connection with your participation in the Program or otherwise.

**9. Ownership Rights and Proprietary Information.** LEI / PGI and its affiliated entities own all right, title and interest (including all intellectual property rights throughout the world) to any and all course materials, products, services and information related to the Program. Moreover, PGI is the owner of the federally registered trademark “Thinking Into Results”. You agree that you will not make any Program materials available to the general public or any third party for sale, distribution, download, replication, copying, file sharing or otherwise unless permitted by this Agreement or authorized in writing by LEI and PGI.

**10. Intellectual Property.** All trademarks, service marks, trade names, logos, patents and copyrighted materials associated with the Program or contained in the Program materials, including the rights to use the federally registered trademark “Thinking Into Results” or any variation thereof (the “**PGI Intellectual Property**“), are the property of LEI/PGI and/or its affiliated entities. You agree not to infringe upon the LEI/PGI Intellectual Property by, among other things, the following: (1) duplicating or creating material (including any derivative works) that is the same or substantially similar to the PGI Intellectual Property; (2) registering, creating or using trademarks, service marks or domain names that are the same or substantially similar to the PGI Intellectual Property; (3) using, manufacturing, or selling any product or service that infringes upon the PGI Intellectual Property; and (4) taking any action implies or appears to be an endorsement, partnership, or association with PGI to which it has not expressly consented.

**11. Modification. LEI/**PGI may modify or amend any of the terms and conditions contained in this Agreement, at any time and by posting a change notice or a new version of the Agreement on the applicable Program website or by otherwise advising you of the amendment/modification. If any such amendment/modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Program following the posting of a change notice or a new version of this Agreement on the applicable Program website or following notice of the modification/amendment will constitute your binding acceptance of the new terms and conditions.

**12. Indemnification.** You will indemnify, hold harmless and defend LEI/PGI (as well as its members, employees, instructors, vendors, independent contractors, service professionals and affiliated entities) against any and all claims, expenses, costs, causes of action and damages (including those for personal injury, property damage and reasonable attorney’s fees) relating to your participation in the Program or violation of this Agreement.

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**13. Assignment.** You may not assign this Agreement (or any obligations under this Agreement without LEI/PGI prior written consent.

**14. Limitation of Liability.** LEI /PGI (as well as its members, employees, instructors, vendors, independent contractors, service professionals and affiliated entities) shall not be liable for any indirect, incidental, special or consequential damages of any nature (including but not limited to claims for personal injury, property damage, loss of revenue, profits) related to your participation in the Program. Under no circumstances shall LEI liability, if any, exceed the Program Tuition.

**15. Governing Law; Class Action Waiver.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Wisconsin, without reference to rules governing choice of laws. You irrevocably and unconditionally waive, to the fullest extent permitted by law, any right you may have to participate as a representative or member of any class of claimants in any class action lawsuit against LEI or any of its affiliated entities, that relates to your participation in the Program.

**16. Legal Age.**  You represent that you are of legal age to enter into this Agreement.

**17.  Conduct.**LEI**/**PGI expects its’ LEI Associate Consultants to conduct themselves with the highest ethics and integrity. You agree to do so and represent that you have never been convicted of a felony, a crime involving moral turpitude or violated a court order. In the event that you have been convicted of a felony, a crime involving moral turpitude or have violated a court order, LEI in its sole and absolute discretion, reserves the right to allow you to participate in and/or complete the Program. In this regard, LEI encourages you to promptly and completely disclose any and all information that you feel may violate this provision so the company can fully evaluate the circumstances presented. Any decision by LEI with regard to this provision is binding and final on you.

**18. Relationship of Parties.** Nothing in this Agreement or through your participation in the Program shall create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and LEI or PGI.

**19. Miscellaneous.**  This Agreement, together with any invoices provided by LEI, constitutes the entire understanding of the Parties with respect to your participation in the Program. This Agreement, together with any invoices provide by LEI, revokes and supersedes all prior or contemporaneous agreements, communications, proposals or understandings, whether electronic, oral or written, between the Parties regarding your participation in the Program. It is also understood this program is designed to give you the mindset utilizing PGI-Thinking Into Results in your coaching business and does not keep you from utilizing other programs or systems. LEI Associate Program is a comprehensive training program that guides you into the coaching industry, providing the fundamentals to succeed in the personal and professional coaching industry.

**20. Income Disclaimer.** We don’t believe in get rich programs – only in hard work, adding value and serving others. The Life Empowered Institute (LEI) is intended to help you share our message with a wider audience and to make a difference in the world while earning Associate/Affiliate Commissions. As stipulated by law, we cannot and do not make any guarantees about your ability to get results or earn any money with our ideas, information, tools or strategies. We don’t know you and, besides, your results in life are up to you. We just want to help by giving great content, direction and strategies as part of the Life Empowered Institute (LEI) Associate/Affiliate Program. Nothing on this page or any of our websites is a promise or guarantee of results or future earnings, and we do not offer any legal, medical, tax or other professional advice. Any financial numbers referenced here, or on any of our sites, are simply estimates or projections, and should not be considered exact, actual or as a promise of potential earnings – all numbers are illustrative only. All of our terms, privacy policies, refund policy and disclaimers for this program are outlined per this agreement. We feel transparency is important and we hold ourselves (and you) to a high standard of integrity.

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**Please signify your acceptance of these terms and conditions: I Agree

Name:
Email:** **Address:**

**City:
State/Province:
Country:**United States**Postal Code:
Phone:**

**LEI--Acceptance**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**