

The Affiliate Agreement composed below is between LIFE EMPOWERED INSTITUTE (LEI) whose address is 177 N. Lapham Street #104, Oconomowoc, WI 53066 hereafter referred to as “the Company” or LEI Licensed Associate Consultant and whose referral program is called LEI Affiliate Representative (LEIAR) the Referral Partner [ Name ]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is [Address],\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereafter referred to as the LEIAR Referral Partner.

This Program is initiated by LEI Associate Consultant [Name]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **START UP**

The Referral Partner in this Affiliate Agreement agrees to complete the attached application with provide all information to include completing the W-9 IRS form.

* 1. Referral Partner hereby agrees and understands to pay a one-time program registration fee of **$157** which includes a.) LEI - “Vision Your Future Now”- Series 1- Self Study Program ($497 Value) b.) Video training via LEI Learning Center Portal as a LEI Affiliate Referral Partner. Your registration will entitle you to enroll into any of LEI or PGI- Thinking Into Results programs at a discounted price per LEI or an LEIAC agreed to terms. No commission will be paid on your enrollment into any of said program. Discount not to exceed the commissionable amount per (Addendum A).
	2. LEI here by agrees to provide enrollment to LEI Referral Partner or Referral Associate (Addendum A) into any of the other programs we offer at discounted tuitions (per Addendum A) to include, a.) PGI-Thinking Into Results, b.) LEI – “Vision Your Future Now” – Series 1 c.) LEI Associate Consultant Training Program, d.) Other Events i.e. Webinars, Retreats, Seminars and forthcoming programs offered by LEI or LEIAC.
	3. Referral Partner hereby agrees to participate in the LEIAR Orientation and Marketing Orientation Training per schedule in LEI-Learning Center or LEI Affiliate Resource site.
	4. LEI/LEIAC and the referral partner understand the most effective method of referring potential customers is to have a thorough understanding of the programs offered by LEI. Your participation in said programs with facilitations will provide you the Referral Partner a solid understanding to our programs, which will be the foundation of your success as a Referral Partner. It is understood it is not a requirement to purchase any said products offer by LEI or LEIAC to participate in the LEIAR program.
	5. The Referral Partner is to establish a PayPal account for the sole purpose for receiving commission from either LEI or LEIAC. LEI or LEIAC can pay via Check, however a process fee of $25 per commission payout will be deducted from commission due.
	6. The Company has the right to reject any application if the Referral Partner’s website contains objectionable material as defined by the Company.

**2.    COMPANY LINK AND REFERRAL PARTNER UNIQUE IDENTIFIER**

2.1 Per Affiliate Agreements the Company agrees to provide the pertinent information to set up banners, links, logos and other company information on the Referral Partner’s website. (PGI – LEI Affiliate Programs) and use LEI specific URL and Affiliate Unique Identifier (AUI) to be provided by LEI or LEIAC.

2.2 The Company has the right to cancel this agreement if the Company name, logo, or other Company material is displayed in an unacceptable manner.

2.3 Should the Referral Partner receive notice to remove Company references from its website this must be done immediately.

**3.    Commission**

3.1 Commission will be received when a referral customer purchases a LEI product as defined in the LEI Addendum A - Product Descriptions and Commissions.

3.2 Commission will not be paid if the referral partner does not use (AUI) or URL identifier provided or authorized by LEI or LEIAC.

3.2 a. Commission will be paid on the programs price at the time of client enrollment. LEI and or it’s LEIAC may decrease or increase program prices from time to time to include promotional incentives. LEI or LEIAC and will pay commissions amounts per Addendum A.

3.3 Commission in the amount of (dollar/percentage) will be paid per purchase from the Referral Partner’s (AUI or URL) once payment has been collected by the Company or the companies LEI Associate Consultant, per Affiliate Agreements, once the customer’s payment has cleared, payment will made to the Referral Partner on purchases made in the previous calendar month.  All commissions due will be paid on the 15th of each month for all qualified sales. i.e. January sales commission will be paid on or about the 15th of February.

3.3 a. Commissions due are to be paid by either the company or the LEI Associate Consultant, whoever, is the procuring entity for the Company or LEIAC or representative i.e. (LEI or LEIAC).

3.3 b. It is understood the procuring LEI or LEIAC is responsible for all accounting and payment for referrals to LEIAC that result in a commissionable product per Addendums.

3.4 The first payment as indicated in this Affiliate Agreement will not be issued to the Referral Partner until the Referral Partner’s account equals or exceeds ($150) for LEI Programs.

3.5 Commission earned from non-LEI programs, i.e. PGI Affiliate Programs to be paid out upon meeting PGI payout schedule defined in the addendum. All PGI Affiliate commissions due will be paid on the 15th of each month for all qualified sales. i.e. January sales commission will be paid on or about the 15th of February.

3.6 Should the account be terminated the Company or LEIAC payment remains due to the Referral Partner, that payment will be made as per this Affiliate Agreement.

**4.    CUSTOMER INFORMATION**

4.1 All customer information collected through the Referral Partner’s link or registrations to webinars, seminars or events sponsored by LEI or it’s LEIAC shall remain the sole property of the Company.

4.2 The Referral Partner agrees not to share the client information with any other company or use the client information for personal gain.

**5.    COMPANY and LEIAR OBLIGATIONS**

5.1 The Company or LEIAC agrees to provide each Referral Partner a monthly sales report summarizing the sales from the Referral Partner’s.

5.2 This sales report will be delivered via an email address provided by the Referral Partner, or via a private secure account on the Company’s website.

5.3 The LEIAR is responsible for keeping records of their referrals provided to LEI. To include name, email address and date of initial referral and or product sold. These records are for the sole purpose to determine procuring cause for commissions or disputes between LEI and or LEIAC.

**6. MARKETING**

6.1 Referral Partner understands that all marketing efforts and expenses are the sole responsibility of the Referral Partner. i.e. websites, email programs, marketing expenses to include printing, advertising, copies and all cost to run your Affiliate Referral Partner Program.

6.2 Referral Partner agrees that all marketing initiatives are subject to LEI or LEIAC approval. All request to be made in writing and submitted for approval by LEI only.

**7. INDEMNIFICATION**

7.1 You will indemnify, hold harmless and defend LEI or LEIAC / 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.

7.2 The LEIAR shall not represent one’s self as the Company (LEI) or an LEI Associate Consultant (LEIAC).

7.3 LEIAR shall not open any accounts under the Company or LEIAR name and Indemnifies LEI or LEIAC from all Liability.

**8. LIMITATION OF LIABILITY**

LEI / LEIAC /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.

**9. 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.

**10. LEGAL AGE :**   You represent that you are of legal age to enter into this Agreement.

**11.  CONDUCT**

LEI or LEIAC **/**PGI expects the LEI Referral Partner 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.

**12. 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/LEIAC or PGI.

**13. 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.

**14. NO REFUNDS.**

The LEI Program Tuition, including the Program Deposit, is nonrefundable. All funds paid by you are deemed earned by LEI upon receipt.

**15.**    **WEBSITE UPKEEP**

The Company expects the Referral Partner to maintain their web site and update all Company banners, logos and sales offers as required by the Company.

**22.    TERMINATION**

22.1    Either party may terminate this agreement by providing a 30-day notice in writing.
22.2    Commission due at termination notice will be paid out by the Company per agreement.

**23. AFFILIATE PROGRAM 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 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. Agreed? We just want to help by giving great content, direction and strategies as part of the Life Empowered Institute (LEI) Affiliate Referral 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.

This Affiliate Agreement is made in accordance with the state laws of (state) by and between on this date (date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Company                                                                 Referral Partner
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Authorized Signature                                               Authorized Signature
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Print Name/Title                                                      Print Name/Title

