**LNC Success ™ Connection Program Agreement Monthly**

**PROGRAM AGREEMENT**

Congratulations on taking action and joining LNC Success ™ Connection! We’re confident that your experience will take your business to the next level and beyond. On behalf of the entire team, we want to welcome you to the program and the LNC Success ™ Community. We’re excited that you’re with us and can’t wait to witness your transformation over the coming year!

Now for the formalities:

This PROGRAM AGREEMENT (“Agreement”) entered into on the date signed below by and between, The Pat Iyer Groupand its affiliates, sub-contractors, or assigns, with a mailing address of 11205 Sparkleberry Drive, Fort Myers, FL 33913 **(“The Company”)**and **(“You”),**with your contact information below,is a binding contract between us.You andThe Company are each a “Party” and collectively, the “Parties”.

By signing below, You are acknowledging that you have read, agree to and accept all of the terms and conditions contained in this Agreement. The Company may amend this Agreement at any time by sending You a revised version at the address You have provided below. If You have any questions or notice any inaccuracies, now is the time to reach out and get clarification on this transaction or get anything corrected before signing this Agreement and getting your membership in motion.

**DELIVERABLES.**

**Your 12-Month LNC Success ™ Connection Includes:**

* Private Facebook Community for LNC Success ™ Connection
* LNC Success ™ Connection monthly training session
* LNC Success ™ Connection monthly open office hours
* LNC Success ™ Connection Masterminds
* Access to all of the content in the LNC Success ™ Connection members’ area
* Bonuses, as applicable

The fee for the Program is $197/month in USD.

**Initial Non-Refundable Commitment Fee of $500 payable immediately (immediately refundable only if Your application is not accepted by the Company).**

**Additional payment, upon Your approval in the program, will be paid as follows:**

**Monthly: $197 with first payment paid on or before November 2, 2022.**

The commitment fee is applied to the 2 last payments of the program. The tenth payment will be $106, and month 11 and 12 will be covered by the commitment fee.

**Your payment is a commitment for 12 months, and will renew for a second year unless you choose to end the program.** Your investment will not increase as long as you are a member in good standing. If you leave the program and then want to return at a later date, you will pay the prevailing fee at the time of return.

By signing below and initialing all pages, You agree to the below Terms and Conditions and authorize the Company to charge Your credit/debit card in the above amount(s) as payment for Your membership in the program. You also agree and fully acknowledge that Your success is entirely dependent upon Your actions and market forces.

**Terms and Conditions**

The following Terms and Conditions govern the Agreement between **You** (the purchaser of the Program (“**Program**”) and the **Company**.

**1. PAYMENT TERMS.** You authorize the Company to process the credit card information you have provided to the Company, in the amount(s) set forth in this Agreement, for the Program.

You acknowledge and agree that Program services are provided Digitally and do not include any physical meetings or events. Should there be any travel, lodging or technical expenses incurred by You, they shall be Your sole responsibility and shall be in addition to any fee for the Program.

**You agree you are responsible for the full payment of fees for the entire 12-month Program; regardless of whether you attend or complete the Program, regardless of whether you have selected to pay in full or any other payment plan.**

All payments must be made on a timely basis. A five (5) % collection fee will be due on payments that are 10 days late. If your scheduled payment is 15 days late, your access to the program, portal and Facebook community access) may be suspended until your payments are brought current.

**2. NO RIGHT TO REFUND.** Because You will start to receive Program services immediately, You understand and agree that You shall have no right to receive any refund for any reason or at any time, even if You cancel Your Program services. You further understand and agree that if You should fail or refuse to avail Yourself of any Program services, You shall not be entitled to any refund.

**3. TERMINATION.** The Company is committed to providing all Program participants with a positive Program experience. You agree that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate your participation in the Program without refund or forgiveness of monthly payments at its sole discretion if you become disruptive or difficult to work with or if you fail to follow the Program guidelines defined herein.

**4. NO INCOME CLAIMS.** You agree that the Company has not made any promise, guarantee, or other representation with respect to Your future income or gains resulting from the provision of Program services, and that You have not been induced to enter the Agreement as a result of any income claims. You will achieve results solely due to Your efforts.

**5. REPRESENTATIONS.** The Company has made every effort to accurately represent the Program and its potential. The testimonials and examples used are not intended to represent or guarantee that anyone will achieve the same or similar results.

Each individual's success depends on many factors, including his or her expertise, business, dedication, and motivation. You acknowledge that Your Program membership fees will not place a significant financial burden on You, and that as with any business investment, is no guarantee You will earn money as a result of your participation in the Program. Due to the exclusive and customized nature of the Program, deliverables, as stated (including program schedules) above, are subject to change and enhancement.

**6. INTELLECTUAL PROPERTY & CONFIDENTIALITY.** The Company retains all right, title and interest in any and all intellectual property related to or associated with the Program services, including without limitation: (a) trademarks and copyrights; and (b) any other proprietary right arising under the laws of the United States. You understand and agree that neither the Agreement nor the provision of Program services by the Company shall constitute a transfer, assignment, or license of any intellectual property rights from or by the Company. You acknowledge that the content of the Program services, including without limitation the materials and information provided to You as education, is confidential and proprietary to the Company; accordingly, You agree that You shall not communicate the teachings, materials, or information acquired or learned from the Company to any other person. The intent is to provide a safe place for all Program participants to collaborate freely.

Any Confidential Information shared by Program participants, or any representative of the Company is confidential, private and proprietary, and belongs solely and exclusively to the Company or participant who discloses it. You agree not to infringe any Program participant's or the Company's copyright, patent, trademark, trade secret or other intellectual property rights.

You expressly grant to the Company and to its officers, employees, agents, and assignees the right to capture, record, and use photographs, video, and/or audio impressions (including live or over the Internet) of me (collectively, “Impressions”) recorded during all LNC Success Connection sessions and to use the photographs and my voice and picture, silhouette, and other reproductions of physical likeness and class-related work (including any still image, videotaped image, captured video-conference image, and/or other analog or digital means, or other media now in existence of hereafter developed), in connection with or as part of any presentation, program, publication, product, transmission, or other professional endeavors in which the same may be used or incorporated.

These images may also be used in the advertising, and/or publicizing of any such analog or digital works or their content, in perpetuity. You understand these images/sounds may be used for commercial, educational, or informational purposes and you are not entitled to any royalties, fees, or other compensation or notice, in connection with any such use. In addition, you waive any claims that any use of my photograph, image, and/or voice as permitted hereunder portrays you in a derogatory manner or false light.

**7. CONTACTS.** By signing the Agreement and providing Your credit card information, You agree that the Company may call and text You regarding Your account information and regarding other offers, products, and services, including through the use of automated dialing equipment and pre-recorded messages, and that this consent is not a condition of purchase.

**8. DISCLAIMER.** The Program instructor(s) are not qualified to provide legal, tax, accounting or financial advice. You should refer legal, tax, accounting, and financial inquiries to qualified professionals.

**9. INDEMNITY.** You agree to protect, defend, indemnify and hold harmless the Company, its officers, directors, employees, or their invitees, from and against all claims, demands, and causes of action of every kind and character without limit arising out of Your receipt of Program services or actions taken in response thereto. Your indemnity obligation includes, but is not limited to, any claim for personal injury sustained while traveling to or attending any seminar or other in-person training provided by the Company to You.

**10. LIMITATION OF LIABILITY.** The Liability borne by the Company, its employees, agents, associates, successors, assigns, and legal representatives under this Agreement is limited in direct proportion to the compensation paid to the Company under this Agreement, and shall not, under any condition, exceed the amount already paid to Company at the time of any such claim, demand or cause of action whatsoever. You waive any right to special, indirect, or consequential damages of any kind or description.

**11. FORCE MAJEURE.** Except for the duty to make payments hereunder when due, and the indemnification provisions under this Agreement, neither Party shall be responsible to the other for any delay, damage, or failure caused by or occasioned by any act of God, act of nature or the elements, terrorism, insurrection, or any other causes (except financial) beyond the control of either Party.

**12. YOUR REPRESENTATIONS.**  You represent and warrant that: (a) You operate a business in good standing, and are purchasing Program services for Your existing business; (b) there are no prior or pending government investigations or prosecutions against You, nor any prior or pending lawsuits against You; and (c) You agree to notify the Company immediately if any investigation or lawsuit is threatened or filed against You, whereupon the Company shall have the right to terminate the Agreement and these Terms and Conditions without liability.

**13. ARBITRATION.** Any controversy or claim arising out of or related to this Agreement or the breach thereof, which the parties hereto are unable to resolve after at least thirty (30) days of good faith negotiations or a formal mediation shall be resolved exclusively in final and binding arbitration before a single arbitrator selected by the Company within a reasonable time of You giving notice of arbitration to the Company. Arbitration shall be held in the venue of the Company’s choice. You agree not to file suit in any court against the Company, any of its affiliates, subsidiaries, officers, directors, or employees. The arbitration will be subject to the rules of the American Arbitration Association and the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”). The arbitrator shall have the exclusive and sole authority to determine whether any dispute is arbitrable.  The decision of the Arbitrator will be final and binding on the Parties, subject to appeal only under the FAA, and may be reduced to a judgment in any court of competent jurisdiction. You agree that each Party shall bear its own costs and attorneys’ fees in any arbitration or litigation, regardless of which Party, if either of them, is deemed the prevailing party. Any claim must be brought in arbitration within one (1) year of the claim arising or forever be barred.

This agreement to arbitrate survives any termination or expiration of the Agreement as well as bankruptcy or insolvency of either Party. Nothing in these Terms and Conditions prevents the Company from applying to and obtaining from any court having jurisdiction a temporary injunction, preliminary injunction, permanent injunction, or other relief available to protect the Company’s interest prior to, during, or following the filing of any arbitration or other proceeding. The prevailing party shall be entitled to recover the costs of arbitration unless otherwise determined by the arbitrator and shall be entitled to reasonable attorney’s fees as determined by the arbitrator.

**14. MUTUAL RESPECT.** You agree that in the event of a dispute between the Parties, the parties agree they will not engage in any conduct or communications, public or private, designed to disparage the other.

**15. WAIVER OF CLASS ACTION.** You understand and agree that You will not have the right to participate in a representative capacity or as a member of any class of claimants pertaining to any claims that may arise under or be in any way related to, this Agreement, or the Company. Claims brought against the Company may not be joined or consolidated with claims brought by anyone else.

**16. GOVERNING LAW.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the state of Florida without regard to any choice of law provisions.

**17. SEVERANCE.** In the event any provision of the Agreement or these Terms and Conditions is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement and these Terms and Conditions, as so modified, shall continue in full force and effect.

**18. NO ASSIGNMENT.** The Agreement cannot be assigned by You to another Party without the express written consent of the Company.

**19. ENTIRE AGREEMENT.** This Agreement, including addenda, contains the entire understanding between the parties hereto and supersedes any and all prior agreements between You and the Company.

**20. AUTHORITY.**  The signatories to this Agreement possess all the necessary power and authority to enter into this Agreement on behalf of their organizations, and to perform the obligations under this Agreement.  This Agreement has been duly authorized, executed, and delivered by the entities by their signatories and constitutes a legal, valid, and binding obligation of both Parties enforceable against each other in accordance with its terms.

**21. COMMUNITY AGREEMENT.** The LNC Success ™ Connection Agreement attached as Addendum A is made a part of this Agreement.

**I HAVE READ THE FOREGOING AGREEMENT AND HEREBY AGREE TO AND ACCEPT EACH AND ALL OF THE PROVISIONS.**

10-28-22

Pat Iyer

Pat Iyer

Your name:

Date signed:

**ADDENDUM A**

**Please Review & Accept ﻿the
 LNC Success ™ Connection ﻿Agreement**

﻿﻿﻿**Agreement for LNC Success ™ Connection Participation**

As a participant in the LNC Success ™ Connection, I agree to the following:

1. I agree to complete all assignments for each module of the programs included in LNC Success ™ Connection. I understand that I will receive approximately 3 hours of training/masterminding/sessions and office hours sessions each month and the opportunity to participate in a mastermind group, which may meet up to weekly.
2. I understand that everything that Pat Iyer teaches is copyrighted and all rights are reserved. I understand that I do not have permission to share, duplicate or copy any of the materials, videos or trainings in this program unless those rights are explicitly granted, in writing, by Pat Iyer
3. I realize that Pat Iyer may need to reschedule or make up scheduled classes due to unforeseen circumstances (e.g., Internet is down, travel, schedule changes and unforeseen conflicts, personal emergencies).
4. I realize I may feel overwhelmed, tired, stressed, challenged and lost during this program. I recognize that this is normal, and I agree to stick with this program regardless of how I may feel.  I acknowledge that this is a powerful learning process, and I am fully committed to generating the greatest results.
5. I realize that, at times, videos may not work, documents may not open and things may not go the right way. Pat Iyer and her team will use their best efforts to fix any broken links, videos, recordings, or documents that are used for the program within 10 days of notification of a failure.
6. I fully accept all responsibility for my participation in this program.
7. I am willing to share my expertise when appropriate or when asked.
8. I understand that I have purchased a training/group mentoring program that has both recorded and live components. All of my personal questions can be addressed inside this program by participating in the open office hours as well as the Private Facebook Group.
9. I understand that I can connect with Pat Iyer and her team via the open office hours sessions and through the Private Facebook Group. My participation does not entitle me to casual Facebook chats or services outside of the Live sessions and Facebook community, with the exception of one-on-one calls included in my membership.
10. I shall add patiyer@legalnursebusiness.com to my email safe list so that Pat Iyer’s staff can communicate with me about how to access the live sessions and any additional reminders and updates. I understand that email will be the primary method of communication between us.
11. I understand that, during the program, Pat Iyer might recommend additional products, services and tools to help me save time and improve my results. I understand that these tools may have an additional cost not covered by my membership.  I understand it is always my choice as to whether I choose these recommended products, services and tools. I further understand that Pat Iyer and/or The Pat Iyer Group, LLC may be compensated as a result of my investment in these products, services and tools, and that Pat Iyer and The Pat Iyer Group, LLC do not provide any guarantee or warranty for these products and services.
12. I can give constructive feedback after I have implemented my assignments. I can share when I have benefited from this program.  I can share how I think Pat Iyer can make the assignments and instructions easier and more effective.

I agree and understand all 12 above items and I want to be in the LNC Success ™ Connection program under those terms and that these terms are included with and do not supersede the terms listed in the attached LNC Success ™ Connection Agreement.

Your name:

Date signed: