

By checking here, _____ (“Client”) agrees to the following:

- Patriot Growth Insurance Services will provide the Client with services as mutually agreed upon and described in this Agreement provided to the Client.
- **Fees and Payment Terms:**
 - The Client will be responsible for all fees as identified in this Agreement between the parties.
 - All training development, delivery time and materials by Patriot Growth Insurance Services are included. The Client will be responsible for any travel expenses (as applicable).
 - Patriot Growth Insurance Services will invoice the Client for the services as outlined in this Agreement between the parties. The Client agrees to remit payment to Patriot Growth Insurance Services promptly upon receipt of the invoice.
- **Termination:**
 - Services shall begin following the date of execution of this Agreement and shall remain in full force and effect unless terminated by either party upon 60-days prior written notice to the other party. In the event of termination, Patriot Growth Insurance Services agrees to complete the services of this Agreement it has entered into with Client, and Client agrees to pay Patriot Growth Insurance Services for said services.
- **Assignment:**
 - Neither party shall assign or transfer voluntarily nor involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of the other party in each instance except to an individual or entity that succeeds to majority operating control of the assigning party. The obligations of Client hereunder are personal in nature and are not assignable or delegable. Any prohibited assignment or delegation will be null and void.
- **Indemnification:**
 - To the fullest extent permitted under law and without limitation, the Client shall indemnify, defend and hold harmless Patriot Growth Insurance Services and its agencies, shareholders, directors, officers, employees and agents from and against all liability (including, without limitation, all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorney’s fees, court costs and costs of alternative dispute resolution) resulting from any claim arising from this Agreement Client may have now or in the future against Patriot Growth Insurance Services.
- **Laws and Venue:**
 - This Agreement and disputes arising out of or relating to the Agreement or the parties’ relationship are governed by the laws of the State of Iowa. Any action or proceeding arising out of or relating to the Agreement or the parties’ relationship shall be brought exclusively in a state or federal court situated in the County of Black Hawk, State of Iowa. The prevailing party in any legal action brought to enforce this Agreement shall be entitled to reasonable attorney fees and costs.
- **General Terms:**
 - The Client shall have no authority to bind Patriot Growth Insurance Services to any agreement except pursuant to specific written authorization provided to Client by an authorized officer of Patriot Growth Insurance Services.
 - Patriot Growth Insurance Services and the Client shall comply with all laws, rules, and regulations of the State of Iowa or other governing or legal body regarding their profession.
 - Nothing in this Agreement shall be considered to create the relationship of employees, agents, partners, or joint ventures between the parties. Patriot Growth Insurance Services shall be deemed at all times to be an independent contractor.
 - Each party agrees that it shall not use for any purpose or disclose to any third party any confidential information of the other party without the express written consent of the other party, unless required by law, court order, or relevant regulation. Patriot Growth Insurance Services shall not be responsible for the loss or destruction of any materials provided by the Client, or the inadvertent disclosure of confidential information, unless such loss, destruction, or disclosure is caused by Patriot Growth Insurance Service’s negligence. In such an event, Patriot Growth Insurance Services shall not be responsible for an amount in excess of the aggregate amount of all fees paid to Patriot Growth Insurance Services for services performed pursuant to this Agreement.
 - This Agreement shall supersede any prior Agreements between the parties, whether oral or written, and shall constitute the only Agreement between the parties. Any amendments or modifications to this Agreement shall be invalid unless made in writing and executed by the parties to this Agreement or authorized representatives thereof.