**Program Finance Agreement**

*Agreement 2019BBI-**003*

Prepared for: Blue Bridge International, LLC (“BBI”)

Dated: December 23, 2019

**THIS AGREEMENT** is made on December 23, 2019 **BETWEEN**

Client: BlueBridge International, LLC of Fort Collins, Colorado (“BBI”); and

**Service Provider**: <partner team coordinator’s name, or person on team handling finances>,

collectively referred to as the "Parties".

BBI wishes to be provided with the services defined below by the Service Provider and the Service Provider agrees to provide the services to BBI on the terms and conditions of this Agreement.

**KEY TERMS**

1.1 Reimbursable Services

Reimbursable Services are defined as any service that involves all program participants being together. The Service Provider shall provide the following reimbursable services to BBI in accordance with the terms and conditions of this Agreement:

* + Program orientation
	+ Welcome Banquet
	+ Group excursions/entertainment
	+ Group transportation
	+ CPR certification (for certain Wilson Medical Exchange locations)
	+ Snacks for weekly group discussions
	+ China presentation event
	+ Farewell banquet

1.2 Term Duration

The Service Provider shall provide reimbursable services from Wednesday, January 22, 2020 to Tuesday, February 11, 2020.

1.3 Location

The Service Provider shall provide the reimbursable services in the United States of America.

1.4 Reimbursement

The Service Provider shall complete an expense report the Client for reimbursable services provided. The reimbursement for provision of the services in this Agreement shall be determined by BBI based on the specific services provided during the program and shall not exceed $400 USD per program participant.

1.5 Payment

The Client shall issue payment in advance with the Service Provider to submit expense report, receipts and any remaining balance within two week from the conclusion of service.

The method of payment shall be check via the following:

**Payable to:** <partner team coordinator’s name, or person on team handling finances>

**Address:** [Street Address]

 [City, State]

 [Postal Code]

**GENERAL TERMS**

2.1 Intellectual Property Rights

The Service Provider maintains all intellectual property rights for materials created while providing the services unless noted otherwise via a written agreement between the Service Provider and BBI. If any third party intellectual property rights are used in the material, the Service Provider shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights. For the purposes of this agreement, "material" shall mean the materials, products, systems, programs or processes, in whatever form, produced by the Service Provider during the performing of the services in this Agreement.

2.2 Guarantee

The Service Provider guarantees that the services will be performed in a timely manner with reasonable care and skill. The Service Provider shall bear fines incurred from non-compliance to government regulations applicable to the scope of the services provided. If, however, the non-compliance is caused by lack of cooperation or lengthy response time by BBI, the Service Provider shall not be liable for such fines.

2.3 Termination & Variation

The Parties have the right to terminate this agreement with sixty (60) days’ notice in writing. During the sixty-day period the Service Provider shall still provide the Services mentioned above and the BBI shall reimburse expenses accordingly.

Either Party may terminate this Agreement upon notice in writing if the other is in breach of any obligation contained in this Agreement, which is not remedied within thirty (30) days of written notice from the other Party so to do.

The terms of this Agreement may be modified in writing with agreement by both Parties.

2.4 Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any confidential information of the other Party which is disclosed in relation to this Agreement. Such information is to be used exclusively for performing the services in this Agreement.

2.5 Miscellaneous

1. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
2. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
3. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
4. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least seven (7) days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.

**AGREEMENT TO THE TERMS**

Both Parties agree that the terms and conditions of this Agreement are fair and reasonable.

Both Parties agree that the laws of the United States of America shall govern this Agreement, and the Parties submit to the non-exclusive jurisdiction of the U.S. courts.

Both Parties have read, understood and agree the terms and conditions in this Agreement:

 **BBI Service Provider**

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 Authorized Signature Authorized Signature

 Name: Mike Malan Name: [enter first and last name]

 Position: Legal Representative Position: [click here to enter text]

 Date: December 23, 2019 Date: [click here to enter a date]

*(2 copies in total)*