



REQUIREMENTS FOR ISO APPROVAL

- Completed and signed copy of the attached ISO SALES AND MARKETING AGREEMENT. Please note that an E-signature will not be accepted.
- Completed copy of current W9. Incomplete forms (not limited to incomplete social security numbers will not be accepted).
- We do not accept sole proprietorships without an EIN and business bank account.
- Official IRS document with proof of EIN must match the EIN on the W9.
- Copy of Driver License
- Copy of voided corporate check. Must have the name of the ISO on the check. Starter checks, personal checks, and/or handwritten information will not be accepted.
- In the event an ISO cannot provide a voided corporate check, an official signed bank letter on the bank's letterhead validating and verifying the business bank account associated with the ISO will be accepted

Before submitting your ISO for approval, MAKE SURE ALL FIELDS ATTACHED ARE COMPLETELY AND ACCURATELY FILLED OUT.



ISO SALES AND SERVICES AGREEMENT

This ISO Sales and Services Agreement (“Agreement”) is made this ____ day of _____, 2019 (the “Effective Date”) by and between, _____, a LLC/corporation/partnership with an address at _____ (“Representative”), and BLUE BRIDGE CAPITAL LLC, a New York corporation with an address at 570 Eastern Parkway Brooklyn, New York 11225 (“Bluebridge”).

This Agreement sets forth the terms and conditions for Representative to market Bluebridge’s future receivables purchase service (the “Receivable Purchase Program”) to potential commercial business customers that may be interested in utilizing those services, and or the Loan Program (“Loan Program”) and Line of Credit Program (“Line of Credit Program”) and together with the Receivables Purchase Program and Loan Program, the “Programs”) offered by Bluebridge. Such potential customers are referred to herein as “Potential Customers.” Under the Receivable Purchase Program, Bluebridge seeks to enter into an agreement (the “Future Receivables Sale Agreement” or “FRSA”) with a merchant to purchase a specified amount (the “Amount Sold”) of the merchant’s future bankcard (e.g. VISA, MasterCard, etc.) receivables (the “Future Receivables”) for a fixed price (“Purchase Price”). Pursuant to the FRSA, Bluebridge is entitled to funds from the settlement of the Amount Sold of such merchant’s Future Receivables. Under the Loan Program, Bluebridge seeks to enter into a loan agreement (the “Note”) with a merchant. Under the Line of Credit Program, Bluebridge seeks to enter into a line of credit agreement (the “LOC Agreement”) with a merchant. A Potential Customer that has executed a FRSA that has been accepted and funded by Bluebridge is referred to herein as an “Enrolled FRSA Merchant.” A Potential Customer that has executed a Note that has been accepted and funded by Bluebridge is referred to herein as an “Enrolled Loan Merchant.” A Potential Customer that has executed a LOC Agreement that has been accepted and funded by Bluebridge is referred to herein as an “Enrolled LOC Merchant.” Enrolled FRSA Merchant together with Enrolled Loan Merchant, together with Enrolled LOC Merchant may be collectively referred to as “Enrolled Merchant.” Bluebridge and its affiliate lenders are jointly referred to herein as “Obligors.”

For good and valuable consideration, further discussed below, the Parties hereto agree as follows:

1. **Commission Payments.** Bluebridge, or their assigns, agrees to pay Representative in accordance with the attached Schedule A (Commission Schedule), which is incorporated, herein, for each Potential Customer referred by Representative to Bluebridge: (a) which has executed a FRSA, Note, or LOC Agreement acceptable to Obligor (as applicable) and is not in material uncured default of the FRSA, Note, or LOC Agreement and (b) for which the Obligor (as applicable) agrees to enter into a transaction.
 - a. **Representative Commission Forms.** Representative may be paid Commission in two forms as detailed below:
 1. A one-time lump sum Commission; and
 2. A Renewal Commission;

Commission is subject to change when changes are made by Bluebridge to any of the Programs. Changes to the Program may be made in Bluebridge’s sole and absolute discretion. Representative shall be paid its one-time lump sum Commission with respect to an Enrolled Merchant that Representative referred, and based on the factor rate sold as specified in Schedule A, within 48 hours after the purchase price for the purchased amount of the Enrolled Merchant’s receivables is paid by Bluebridge to the Enrolled Merchant (provided that Merchant is not in default). Representative shall also be entitled to a Renewal Commission, based on the factor rate sold as specified in Schedule A, in the event an Enrolled Merchant that Representative referred, makes payments totaling the entire purchased amount of receivables and then



signs up for another Program with Bluebridge, thereby becoming an Enrolled Merchant again. Renewal Commission shall be paid within 48 hours after the purchase price for the purchased amount of the Enrolled Merchant's receivables is paid by Bluebridge to the Enrolled Merchant (provided that Merchant is not in default).

b. **Merchant Default Provisions.** In the event Enrolled Merchant defaults, by either (i) 4 NSF transactions, and/or another bank code returns whereas Bluebridge is unable or prevented from debiting the Enrolled Merchant as per the contract within 30 days of funding or (ii) the Enrolled Merchant remains unresponsive after 4 contact attempts within 30 days of funding; then Representative shall refund to Bluebridge the full Commission amount. If the Commission amount is not returned within five (5) days of Bluebridge's request, Bluebridge has the right to withhold future Commission or ACH the full amount directly from the account to which Commission was originally paid, or Bluebridge may use any other legal remedy available.

2. **Marketing Obligations.** Representative shall market and promote the Programs to Potential Customers. Representative shall accurately and completely describe the Programs and the role of the Obligors to each Potential Customer. Representative shall not represent to a Potential Customer, either orally or in writing, that Representative has the authority to accept or agree to a FRSA, Note, or LOC Agreement or to commit Bluebridge to accept or agree to a FRSA, Note, or LOC Agreement or to providing the Programs to a Potential Customer. Representative acknowledges and agrees that Representative has no authority to bind or commit the Obligors to provide funding to any Potential Customer. Only the Obligors shall be authorized to accept and/or execute a FRSA, Note, or LOC Agreement and offer the Programs to a Potential Customer. Representative shall also assist Potential Customers in completing and submitting an application and the required supporting documentation.

3. **Information on Receivables Purchase Program Merchants.** Representative shall communicate to Obligors any legal, financial, or business change in any Potential Customer which Representative has knowledge or awareness. Once a Potential Customer has executed a merchant processing agreement, the Representative shall not cause or influence the Potential Customer to switch the Potential Customer's credit card processing to a bank or processing network which has no contractual processing affiliation with Bluebridge, or otherwise adversely affect in any way a Potential Customer's credit card processing or Bluebridge receipt of the purchased Future Receivables.

4. **Expenses.** Representative shall be wholly responsible for any and all expenses incurred by Representative in performance of the marketing and sales services contemplated under this Agreement. Obligor shall have no responsibility for the payment of withholding, Social Security or unemployment taxes, or any similar taxes or other payments, with respect to commissions earned by Representative hereunder. If, notwithstanding the provisions of this paragraph, any such taxes or payments ever are assessed against Obligors, Representative shall reimburse Obligors promptly for all sums paid by Obligors, including any interest or penalties. Representative shall maintain any insurance required by applicable laws or regulations.

5. **Representative Responsibility for Agents.** Representative agrees that employees, agents or independent contractors of Representative will be properly trained and monitored with respect to all their activities to promote the Programs. Representative is responsible for any actions taken by Representative's employees agents or independent contractors and such actions will be construed as an action taken by Representative and will be subject to the terms and conditions outlined within this Agreement. Representative specifically acknowledges



that Obligors shall not be liable in any manner for any payments due from Representative to any employees, agents, or independent contractors of Representative for any reason, including commissions paid to such persons.

6. **Merchant Documentation.** Obligors may provide written marketing materials to Representative for use in promoting the Programs (the “Materials”). Representative shall only use the Materials when promoting the Programs. Except for the Materials, Representative shall not, without the prior written consent of Obligors, (i) use Obligors’ Intellectual Property (as defined below) in Representative’s marketing materials; or (ii) post or link to Obligor’s Intellectual Property on any website of Representative, its affiliates, or subsidiaries.
7. **Term.** The initial term of this Agreement (the “Initial Term”) will commence upon the Effective Date and, unless earlier terminated in accordance with this Agreement, will continue for a period of three (3) years thereafter. This Agreement, unless otherwise terminated in accordance with this Agreement, shall thereafter be renewed for successive (1) year terms (each a “Renewal Term”), unless a Party provides a written notice to the other Party of termination at least ninety (90) days prior to the end of the then-current term, as applicable. The Initial Term and each Renewal Term shall collectively be referred to as the “Term”. If the Term is renewed for any Renewal Term[s] pursuant to this Section, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal. If either Party provides timely notice of its intent not to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.
8. **Termination.** This Agreement may be terminated immediately by Bluebridge or Representative for any reason, with or without cause. If Bluebridge terminates this Agreement for cause or Representative terminates this Agreement for any reason, Bluebridge shall have no obligation to pay any Commissions to Representative after the date of termination and Representative agrees to forfeit any all rights it may have to any such Commissions. If, however, Bluebridge terminates this Agreement without cause, Representative shall continue be paid for any Commissions previously earned under this Agreement, including any Commissions arising from Renewal Commissions that would be due to the Representative if this Agreement were still in effect. Termination for cause reasons include, but are not limited to, (i) breach by Representative of the terms of this Agreement, or (ii) if determined by an Obligor that Representative (through Representative’s own acts or omission or the acts or omission of any of Representative’s agents, employees or independent contractors) is having an adverse effect on Obligor or the marketing and promotion of the Service, or (iii) Representative files for Bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or any other similar proceeding or has such a proceeding instituted against it and such proceeding is not dismissed within 60 days, or (iv) Representative makes an assignment for the benefit of its creditors or an offer of settlement, extension or composition to its creditors generally. The following Sections of this Agreement shall survive termination of the Agreement: Sections 8, 9, 16, 17, 21, 22, 23 and 28.
9. **Non-Solicitation.** Representative agrees that during the Term of this Agreement and for a period of 6 months after the termination or expiration of this Agreement, that Representative shall not solicit any Enrolled Merchant, directly, or via others acting on behalf of Representative, for any product, service and/or program that competes directly with the Receivables Purchase Program, Loan Program or Line of Credit Program offered by Bluebridge, without the written authorization of Bluebridge. All Parties agree that they will not directly or indirectly, while this Agreement is in effect and for one (1) year thereafter, solicit or induce any employee or independent contractor of the other Parties to terminate their employment or independent contractor relationship. Obligor



agrees that during the Term of this Agreement and for a period of 6 months after the termination or expiration of this Agreement, Obligor shall not solicit the Potential Customer or Enrolled Merchant to use a different Representative other than the referring Representative on Renewals or subsequent deals.

10. **Compliance with Laws.** In connection with the exercise of its respective rights and obligations under this Agreement, each Party will comply, at its own expense, with all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction and the rules of the card associations (Visa U.S.A., Inc. and MasterCard International, Inc.).
11. **Limitation on Commissions.** Representative acknowledges and agrees that Representative has no rights to any fees or profits earned by Obligors with respect to providing the Programs to a Potential Customer that was referred by Representative other than the Commission Schedule set forth herein and in Schedule A. Representative acknowledges and agrees that Representative shall be entitled to no compensation for any service provided to a Potential Customer by Obligors that results from the sales or marketing efforts of Obligors or any of their other agents (other than Representative). Representative further acknowledges and agrees that Representative shall be entitled to no compensation relating to Potential Customers that are referred to Obligors and that execute a new or amended FRSA, Note, or LOC Agreement, or renewal of a FRSA, Note, or LOC Agreement, after this Agreement has been terminated for cause or a breach hereunder.
12. **Inactive Referrals or Merchants.** With regard to each Potential Customer referred by Representative, any referral that does not become an Enrolled Merchant, Enrolled Loan Merchant, or Enrolled LOC Merchant within Thirty (30) days of initial referral or fails to renew within Thirty (30) days of paying the previous account in full shall be eligible for any sales distribution channel of Obligors to contact, solicit and/or contract with, with no money or commission due Representative.
13. **Merchant Fees.** Representative agrees that it will not charge any Enrolled Merchant, Enrolled Loan Merchant, or Enrolled LOC Merchant any fees for the services Representative performs in connection with this Agreement. A violation of this paragraph is a for cause breach of the terms of this Agreement
14. **Representations and Warranties.**
 - a. Each Party represents and warrants to the other Parties that: (i) it has full power and legal right to execute and deliver this Agreement and to perform its obligations under this Agreement; (ii) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement; (iii) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms; (iv) the Party and its employees, officers and other agents and independent contractors shall at all times comply with applicable state and federal law and card association rules when performing its duties and obligations under this Agreement; (v) a Party shall not act in such a way to embarrass, devalue, disparage, injure or harm the other Parties or the services offered by the other Parties; and (vi) the entering into or performing under this Agreement does not, and will not, cause the Party to breach any agreement with another entity.
 - b. Each party represents and warrants to the other party that they have all necessary licenses under federal, state or local law required to perform their obligations under this Agreement, including, but not limited to, any required loan or finance broker licenses.

15. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO PARTY MAKES ANY WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO ANY INFORMATION, CONTENT OR OTHER MATERIALS PROVIDED OR MADE AVAILABLE BY IT HEREUNDER AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
16. **Indemnification.** Representative shall indemnify and hold harmless Obligors and their directors, officers, employees, agents and affiliates from and against any and all third party liabilities, claims, losses, and damages (including reasonable attorney fees, expert witness fees, expenses and costs of settlement) arising out of or with respect to this Agreement, to the extent that the claim, liability, loss or damage is caused by, relates to or arises out of: (i) the breach by Representative of any of its duties, obligations, representations or warranties under this Agreement, (ii) the negligence of Representative, pursuant to this Agreement, including but not limited to Representative's misrepresentation of the Receivable Purchase Program or Loan Program.
17. **Limitation of Liability.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN FOR AMOUNTS PAYABLE FOR THIRD PARTY CLAIMS ARISING UNDER SECTION 16 (INDEMNIFICATION), NO PARTY SHALL BE LIABLE OR OBLIGATED TO THE OTHER PARTIES UNDER ANY SECTION OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
18. **Notices.** Any notices required by or to be sent hereunder shall be addressed to the address of the Party set forth on the signature page, and shall be delivered via hand delivery, via certified United States mail (postage prepaid and return receipt requested), or via regular commercial overnight delivery service.
19. **Program Continuation.** Nothing in this Agreement shall obligate Obligors to continue to provide the Programs to any or all Potential Customers. Obligors may in their sole discretion change or revise the Programs offered at any time and/or revise the marketing and commission rates for Potential Customers that have not executed a FRSA, Note, or LOC Agreement. Any such changes shall not Effect any of the Enrolled Merchants, Enrolled Loan Merchants, or Enrolled LOC Merchants that have been placed by Representative with Obligors prior to the date of the changes and Representative shall continue to be compensated at the percentages as set forth in the original version of this Agreement as set forth in Schedule A for all Enrolled Merchants, Enrolled Loan Merchants, and Enrolled LOC Merchants that have been placed by Representative with Obligors prior to the date of the changes including, but not limited to, for so long as such Enrolled Merchants, Enrolled Loan Merchants, and Enrolled LOC Merchants continue with Obligors. If Obligors make a significant change to the Commission Schedule, Representative may terminate this Agreement by giving written notice of intent to terminate within thirty (30) days of Obligors' communication of the change, and said notice of intent to terminate shall become effective as a termination of this Agreement ninety (90) days from the date of Representative's notice, if properly given and not withdrawn during the ninety (90) time period. Upon such termination, Representative shall continue to be paid commissions for Enrolled Merchants, Enrolled Loan Merchants, or Enrolled LOC Merchants that were funded by the Obligors prior to the termination date, except as otherwise provided in this Agreement.
20. **Role of Parties.** Nothing in this Agreement or in the performance thereof shall be construed to create any partnership, joint venture, or relationship of principal and agent or employer and employee between the Parties or any of their respective affiliates or subsidiaries. Representative and Obligors are and shall remain independent contractors. As such, neither Representative nor any employees, agents or affiliated persons of Representative shall be entitled under any circumstances to maintain any action against Obligors for any injury incurred by

Representative or any employees, agents or affiliated persons of Representative (including, but not limited to, the filing of claims under the workers' compensation laws of any state.) Furthermore, Representative acknowledges that Representative shall be solely responsible for the purchase and maintenance of employment and/or workers' compensation insurance coverage related to its employees, agents or contractors, and that Obligors shall have no responsibility for any such coverage.

21. **Confidential Information.** In performing their respective obligations pursuant to this Agreement, each Party shall have access to and receive disclosure of certain information, in written or other tangible form, relating to the other Party's services, operations or procedures which is confidential, proprietary or not generally available to the public including, without limitation, marketing materials, Future Receivables Sale Agreements, Notes, LOC Agreements, marketing plans, business plans for current and proposed services, business data, projections, prices, costs, customer lists, vendor lists, and a variety of other information and materials that each Party considers confidential or proprietary (hereinafter referred to as "Confidential Information"), which are confidential proprietary trade secrets of each Party or its affiliate or subsidiary. Each Party obtaining Confidential Information of any other Party shall: (i) protect and preserve the confidential and proprietary nature of all Confidential Information in its possession; (ii) not disclose, give, sell or otherwise transfer or make available, directly or indirectly, any Confidential Information to any third party or affiliate or subsidiary, except as expressly provided in this Agreement, or as otherwise required by law or in judicial or administrative proceedings; (iii) not use the Confidential Information, except as expressly provided in this Agreement; (iv) not make any records or copies of the Confidential Information, except as required by this Agreement; and, (v) return all Confidential Information and any copies thereof (in whatever form) in its possession immediately upon request, or upon termination of this Agreement.

Notwithstanding the foregoing, the restrictions set forth in this Section will not apply to any information which: (i) was or becomes generally available to the public, other than through unauthorized disclosure by a Party; (ii) was or becomes available to a Party on a non-confidential basis from a source other than the other Party; or (iii) was within a Party's possession prior to being furnished to such Party by or on behalf of the other Party, provided that the source of such information was not bound by a confidentiality agreement in respect thereof or is not labeled to indicate that it is confidential. In addition, a Party may disclose the other's Confidential Information if the person or entity seeking such information or records serves the disclosing Party with a proper subpoena or court order or is otherwise authorized by law to make such a request; provided that, prior to such disclosure, the disclosing Party will use its best efforts to notify the other Party of such disclosure and will limit the disclosure to the specific Confidential Information called for by the request, subpoena or court order.

Notwithstanding the foregoing, each Party acknowledges and agrees that the restrictions contained in this section shall not apply to any disclosures of such Confidential Information by a Party in connection with, or as may be required relating to: (i) in the case of Representative, the provision by Representative of card processing services to merchants, or otherwise in connection with Representative's performance of its obligations hereunder; (ii) in the case of Obligors, the provision by Obligors of the Programs, or otherwise in connection with Obligors' performance of their obligations hereunder; (iii) such disclosure as may be required by applicable law or regulation or card association regulations; (iv) such disclosure as is contained in or required to prepare any financial statements (including the notes thereto) (v) appropriate or necessary disclosure to banking authorities or regulators; or (vi) disclosures to card processors in connection with the Receivable Purchase Program.

22. **Intellectual Property.** The Parties shall not use the Intellectual Property of one another without the prior written consent of the Party that owns the Intellectual Property. "Intellectual Property" means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighboring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) trade secret rights, (iv) patents, design rights, and other industrial property rights, and, (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.
23. **Arbitration.** The Parties agree that, except as specifically set forth in this Agreement, any and all disputes arising from or related to this Agreement, and any and all disputes arising between or among Representative and Obligors and/or their respective affiliates or subsidiaries, shall be submitted to the Washington, DC office of the American Arbitration Association ("AAA") and shall be arbitrated in accordance with the Commercial Arbitration Rules of AAA in effect at the time a Party files for arbitration. The Parties shall then agree upon an AAA arbitrator, or if they cannot agree, the AAA shall select an arbitrator for them at random from the AAA's Washington, DC Commercial Panel. The Parties understand that arbitration shall be conducted in accordance with the AAA's Commercial Arbitration Rules, and neither the Federal Rules of Evidence nor the Federal Rules of Civil Procedure (or any state court evidentiary or procedural rules) shall apply. The Parties specially waive their respective rights to a jury trial, as well as their respective rights to participate in any class action, parens patriae action, class-wide arbitration, or representative action of any kind in any forum. Each Party retains the right to seek judicial assistance: (i) to compel arbitration; (ii) to obtain interim measures of protection prior to or pending arbitration; (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate; and (iv) to enforce any decision of the arbitrator, including the final award. In no event shall either Party be entitled to punitive, exemplary or similar damages. The Parties expressly recognize and agree that this agreement to arbitrate shall apply, retroactively, to any and all disputes arising from any and all prior agreement(s) between the Parties and/or their respective affiliates or subsidiaries.
24. **Publicity.** A Party will not issue any publicity or general marketing communications concerning this relationship without the prior written consent of the other Party.
25. **Amendment.** No other amendment, modification or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by the other Party.
26. **Severability; Headings; Terminology.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement. In this Agreement words in the singular include the plural and words in the plural include the singular.
27. **Waiver.** The failure of either Party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. Waiver by any Party of a breach of any provision contained herein must be in writing, and no such waiver will be construed as a waiver of any other



and/or succeeding breach of such provision or a waiver of the provision itself.

- 28. **Governing Law; Jurisdiction.** Except for the arbitration provisions contained in Section 23 which are governed by the Federal Arbitration Act, 9 U.S.C. § 1-9, this Agreement shall be governed by, construed and enforced in all respects in accordance with the laws of the State of New York, without reference or giving effect to its conflicts of law principles.
- 29. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understanding, negotiations, and discussions, whether oral or written, of the Parties or their affiliates, and there are no warranties, representations and/or agreements among the Parties in conjunction with the subject matter hereof except as set forth in this Agreement. To the extent that any prior independent contractor or marketing agreement exist between the Parties or their affiliates, this Agreement and its terms hereby retroactively replace all prior agreements between the Parties, with the exception that commission rates set forth in Schedule A (Commission Schedule) attached hereto will only apply prospectively to Potential Customer referrals by Representative.
- 30. **Assignment.** No Party may assign this Agreement or its interest in this Agreement without the prior written consent of the other Party, except a Party may assign or transfer to a successor or assign provided that the successor or assign acquires the Party or all or substantially all of the assets of the assigning Party.
- 31. **Counterparts; Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be deemed to be one instrument. Signatures to this Agreement may be transmitted by electronic means (facsimile, email or otherwise) and such transmission shall be deemed an original.

[Signature to follow]

AGREED AND ACCEPTED

BLUE BRIDGE CAPITAL LLC

REPRESENTATIVE

BY: _____

BY: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____