

LICENSE AGREEMENT

FOR THE

THE CAR PAYMENT REIMBURSEMENT PROGRAM

This **LICENSE AGREEMENT FOR THE CAR PAYMENT REIMBURSEMENT AGREEMENT** (the “Agreement”) is made as of the ____ day of _____, 2026 (the “Effective Date”) by and between (i) _____, _____, an individual of sound mind and body / a corporation / limited liability company organized and existing under the laws of the State of _____, having its principal place of business at _____ (the “Licensor”), and (ii) _____, an individual of sound mind and body / a corporation / limited liability company organized and existing under the laws of the State of _____, having its principal place of business at _____ (the “Licensee”).

WHEREAS, the Licensor, pursuant to a Master License from CPR for Cars, LLC, which has developed proprietary protection and service waiver membership program that provides for (i) the reimbursement of a vehicle owner’s or lessee’s loan and/or lease payment, (ii) limited expense reimbursement, and (iii) limited contribution to the expense of replacing a member’s vehicle (“The CPR Products”) is entering into this license with the Licensee to enable the Licensee to market and distribute The CPR Products; and

WHEREAS, the Licensee is positioned to sell The CPR Products to its customers, vehicle dealerships, and vehicle financing and leasing companies; and

WHEREAS, the Licensor desires to engage the Licensee to provide marketing, promotion and distribution services for and with respect to the Car Payment Reimbursement Membership Program.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensor and the Licensee agree as follows:

ARTICLE ONE - THE LICENSE FOR THE CPR PRODUCTS

1. **Grant of License.** The Licensor hereby grants a non-exclusive limited license to market, offer and sell The CPR Products to the Licensee under the terms and conditions contained herein. The Licensee shall use its best efforts to market, promote and distribute The CPR Products licensed to the Licensee herein.
2. **Ownership of The CPR Products and Administration of The CPR Program.** The Licensor owns, and shall retain ownership of, The CPR Products and all intellectual property, including trademarks, copyrights and trade secrets related thereto. The Licensor shall, through its Administrator provide the administration for The CPR Products Licensed and distributed under this Agreement. The Licensor shall designate and inform the Licensee as to the identify, contact information, and banking details of the Administrator from time to time.
3. **License Fee and The Licensor’s Pricing of The CPR Products to its Customers.** (i) The Licensor shall license The CPR Products to the Licensee on a per unit basis, subject to the Licensee paying to the Licensor the Initial License Fee Commitment and Set-Up Payment as set forth below in Section 4.; (ii) if the Licensee is an independent dealer or franchise dealer, the Licensee shall pay the Licensor a per unit

license fee of \$499.00, provided, however, if the Licensee is a “Buy Here Pay Here” dealership, the Licensee shall pay the Licenser a per unit license fee of \$549.00; (iii) the Licenser will be entitled to add a reasonable mark-up to the per unit license fee when it sells The CPR Products to its customers; and (iii) the per unit license fees from the sales of The CPR Products shall be collected by the Administrator for The CPR Program.

4. Initial License Fee Commitment and Set-Up Payment.

As a condition precedent to the Licenser granting the License to the Licensee for the CPR Products as set forth herein, the Licensee shall pay to the Licenser a lump sum license and set-up fee in the amount of \$20,000 (the “Initial License Fee Commitment and Set-Up Payment”), which payment shall be made in cash by wire transfer of immediately available funds pursuant to the wire transfer instructions that the Licenser shall provide the Licensee before or contemporaneously with the Effective Date hereof.

Upon payment of the Initial License Fee Commitment and Set-Up Payment and execution by both Parties of this Agreement, the License shall be effective for the Term and the Territory(ies) as set forth herein.

5. Territory. The Licensee shall be entitled to sell The CPR Products in the following territory(ies):

6. Term of this Agreement. This Agreement shall commence on the Effective Date hereof and shall remain in effect until terminated in accordance with the provisions below:

6.1 **Mutual Termination.** Either Party may terminate this Agreement by providing at least sixty (60) days’ written notice.

6.2 **Termination for Cause.** A Party shall have the right to terminate this Agreement for cause upon written notice to the other Party stating the applicable grounds from the list below. This Agreement shall terminate immediately upon receipt of such notice specifying the Grounds for Termination for Cause as follows:

- (i) Material breach of any provision or representation contained in this Agreement or any other agreement entered into between the Parties hereto; and/or unlawful or wrongful disclosure of confidential information;
- (ii) Revocation or non-renewal of a license necessary to perform its obligations or receive compensation under this Agreement and/or the voluntary or involuntary cessation and/or dissolution of business operations;
- (iii) Insolvency, bankruptcy, receivership, conservatorship, assignment for the benefit of creditors, or death;
- (iv) Gross negligence, misrepresentation, fraud, embezzlement, misappropriation of funds or violation of law; and
- (v) Performance of the Agreement is rendered impossible by subsequent law or regulation.

ARTICLE TWO - THE CPR PRODUCTS ARE MEMBERSHIP PROGRAMS; LEGAL MARKETING COMPLIANCE.

The Licensee specifically acknowledges and understands that the CPR Products are membership programs that offer a variety of benefits to its subscribing members as described in the Membership Agreement. The Licensee shall observe and conform to all applicable laws and regulations relating to its performance under this Agreement concerning the marketing and sale of the CPR Products.

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LICENSOR Initial Here: Individual: _____ Company by its authorized signatory: _____

ARTICLE THREE - ADDITIONAL AND ADMINISTRATIVE PROVISIONS.

These provision shall survive termination or expiration of this Agreement:

1. **Offset, Set-Off and Recoupment.** The Parties expressly acknowledge and intend that there shall be rights of offset, set-off, and recoupment under this Agreement; such rights shall extend to all debts and credits owed between the Parties under this Agreement as well as to any other agreements between the Parties.
2. **Inspection of Records; Ownership of Data.** (a) The Parties will keep complete records of all business relating to this Agreement for the duration of this Agreement or any longer period required by law. Each Party shall have the right to inspect, copy and audit all such books and records at any office of such Party; and (b) all information and data collected by the Licensee shall be maintained in a database in a format approved by the Licensor, which shall have the right to have full access to any and all of such information and data for a period of three (3) years after the termination of this Agreement.
3. **Independent Contractor Relationship.** The relationship between the Parties is that of independent contractors; and nothing contained herein shall create a relationship of joint venture, partnership, or employment between the Parties. The Licensee shall not have the authority to create any obligation on behalf of the Licensor. The Licensee will bear all costs incurred by it in the performance of its obligations hereunder and shall be responsible for all taxes related to the services it provides and its income.
4. **Binding Arbitration.** Any and all disputes or claims (collectively “Claims”) arising out of this Agreement, **shall be adjudicated and resolved by arbitration** conducted by the American Arbitration Association; and judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction. Arbitration shall be held in _____, _____, unless the Parties mutually agree in writing. The Party seeking arbitration shall select the first arbitrator and notify the other Party of its selection, and within ten (10) days of having received notice of said selection, the other Party shall notify the Party initiating the arbitration of its selection for the second arbitrator. A third arbitrator shall be selected by the two (2) arbitrators named by the Licensor and the Licensee. Except as may otherwise be provided herein and in Section 5, each Party shall be responsible for its own costs, but the costs and expenses of the third arbitrator shall be shared equally by the Parties.
5. **Attorneys’ Fees, Costs, and Expenses.** The Parties expressly agree that the successful Party shall be entitled to be awarded payment of its legal fees, costs, and expenses, including the costs and expense of the arbitration whether pursuant to binding Arbitration as required herein, or as a result of court proceedings. The Arbitration Panel is expressly empowered to and shall apportion the responsibility for the legal fees, costs, and expenses, including the costs and expense of the arbitration, to the Parties based on a scale of zero percent (0%) to one hundred percent (100%), based on the Arbitration Panel’s view of the merits of each Parties’ position(s) and the outcome of the Claims.
6. **Privacy of Information.** Each Party shall comply with all applicable federal, state or local laws, rules, and regulations.

7. **Legal or Administrative Actions.** If either Party receives or is served with a regulatory inquiry or legal papers involving the transactions that are the subject of this Agreement, such Party shall immediately notify the other Party by mailing and e-mailing a copy of such papers to the other Party on or before the end of the next business day.
8. **Indemnification.** Each Party (the “Responsible Party”) agrees to indemnify, defend and hold harmless in full the other Party (the “Non-Responsible Party”) from and against any liabilities, obligations, claims, regulatory proceedings, debts, demands, damages (including, without limitation, punitive, special, incidental, indirect or consequential damages), penalties, fines, costs and expenses (including, without limitation, attorneys' fees, court costs, settlement costs and costs of investigation), whether absolute or contingent, known or unknown (collectively, "Damages"), that the Non-Responsible Party may incur, directly or indirectly.
9. **Entire Agreement.** This Agreement, together with the Mutual Confidentiality, Non-Disclosure, and Non-Circumvention Agreement previously entered into by the Licensee with the Licensor and which remains in full force and effect, sets forth the entire understanding of the arrangements between the Parties, and there are no other Agreements, promises, or undertakings, whether written or oral, which are not contained herein.
10. **No Amendments.** This Agreement (including any Schedule attached hereto) shall not be amended, changed, or modified **except** by an instrument in writing, signed by both Parties.
11. **Due Authorization and Representations.** Each Party represents that (i) it is properly established and is in good standing as a legal entity under the laws of the State of its domicile, or if an individual, is of sound mind and body capable of entering into this Agreement, and (ii) that this Agreement has been duly authorized as required by its constituent documents, has been duly executed and delivered by its signatory hereto, and constitutes a legal, valid, and binding agreement of the Party enforceable in accordance with its terms.

The Licensor represents, warrants, and covenants that it owns the intellectual properties related to and constituting The CPR Program and the CPR Products.

The Licensee represents, warrants and covenants that:

- (i) in the event that the Licensee engages, contracts or associates with any third party to assist with the distribution, marketing and sales of The CPR Program and the CPR Products, the Licensee shall have the sole responsibility and obligation to undertake thorough and proper due diligence and appropriate background investigations of any such individual or business entity;
 - (ii) it shall not, and shall ensure that its agents, will not, make any misrepresentation about The CPR Program and the CPR Products, or disparage or harm the reputation of the Licensor, or subject it or its affiliates to any civil or criminal liability or penalty; and
 - (iii) it will perform its duties and obligation under this Agreement in a manner that will not violate any law, regulation, court order or material agreement to which it is subject.
12. **No Waiver for Failure to Enforce.** The forbearance or failure of any Party to enforce the terms or to seek redress for any breach of this Agreement shall not be construed as a waiver of its right to enforce such provisions currently or in the future.

13. Governing Law And Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Each Party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the State of New Jersey in any legal suit, action, or proceeding.

14. Notices. Any notices delivered hereunder shall be delivered or sent by hand, a recognized overnight courier service, or e-mail to the address of each Party set forth below:

If to the **Licensor:**

Attention _____

E-Mail: _____

With a copy to:

E-Mail: _____

If to the **Licensee:**

E-Mail: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement and intend it to be effective as of the Effective Date, first written above.

(Insert Name of Individual)

By: _____

(Insert Name of Company)

By: _____

(Insert Name of Representative)

Title: _____