

## COPYRIGHT LICENSE AGREEMENT

This Copyright License Agreement (this “**Agreement**”) is made by and between **Canada Protection Plan Inc.** (“**Canada Protection Plan**”) and \_\_\_\_\_ (“**Licensee**”) effective \_\_\_\_\_.

### BACKGROUND

A. Canada Protection Plan is a supplier of simplified issue and no medical life insurance products in Canada, and Licensee has entered into an agreement with Canada Protection Plan to distribute such products; and

B. Canada Protection Plan has created two videos entitled “A Story of Our Own” and “We Stand by You” (the “**Work**”) and wishes to grant, and Licensee wishes to receive, a limited license to Use the Work as set forth in this Agreement.

### AGREEMENT

**IN CONSIDERATION** of the mutual covenants in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each Party), Canada Protection Plan and Licensee (collectively the “**Parties**”) each **HEREBY COVENANT AND AGREE AS FOLLOWS:**

#### 1. License for the Works

1.1 Subject to the restrictions and limitations expressly set forth in this Agreement, Canada Protection Plan hereby grants to Licensee a limited, non-exclusive, royalty-free, revocable, non-transferable right and license, without the right to grant sublicenses, to Use the Work in Canada in accordance with this Agreement during the Term. In this Agreement, “Use” (and “Used” and “Using”) with respect to the Work shall mean adapting the Work only by applying the Licensee’s name, trademark/logo, phone number and URL to the Work where indicated and as approved by Canada Protection Plan, displaying the Work on the Licensee’s website associated with the URL and making the Work available to the public by telecommunication exclusively through Licensee’s website and other social media accounts and through no other means. Licensee shall not have the right to display screen grabs from the Works.

#### 2. Copyright

2.1 Except for the rights granted herein, all right, title and interest in and to the copyright in the Work, including any trademark, service mark, trade name, slogan, commercial symbol or design owned by Canada Protection Plan (the “**CPP Trademarks**”), shall remain with Canada Protection Plan and Licensee acknowledges and agrees that nothing herein shall be construed to grant to Licensee any right, title or interest in and to the Work and/or the CPP Trademarks, whether by itself or as an element of the Work, except as otherwise expressly provided herein. Except for Licensee’s name, logo/trademark, phone number and URL, nothing in this Agreement shall restrict Canada Protection Plan’s right to use and exploit the Work, or any portion or sections thereof, in any manner and Canada Protection Plan shall have the unrestricted right to use and exploit the Work and to license others the right to use and exploit the Work and the copyright in and to the Work.

#### 3. Permitted and Prohibited Uses. Licensee shall be permitted to Use the Work in the following manner:

- 3.1 Licensee shall have the right to modify the Work by incorporating its own logo, name, design marks and/or trademark in such colours as it chooses in the location and position within the Work designated by Canada Protection Plan;
- 3.2 Licensee shall have the right to include and/or incorporate the Work into or as part of its website (the “**URL**”) and/or to provide a link to the Work within its website that resolves to the page of the Licensee’s website that features the Work;
- 3.3 Licensee may Use the Work (a) only during the Term of this Agreement; (b) only in Canada; (c) only as part of promoting Canada Protection Plan’s insurance products and services as they are sold or made available for sale by Licensee; and (d) strictly in accordance with the requirements set out in this Agreement.

- 3.4 Except as otherwise agreed by the Parties, Licensee will not change, amend, alter, or otherwise modify any other portion or section of the Work in any way without the prior written agreement of Canada Protection Plan.
- 3.5 Except as otherwise displayed in the Work, and except where Canada Protection Plan has provided its prior written consent, Licensee shall not use, display or assist, permit or encourage others to adopt, use or display, in any manner, as a trademark or otherwise, any of the CPP Trademarks.

#### **4. Representations and Warranties**

- 4.1 Licensee represents and warrants that Licensee's website and social media accounts do not and will not infringe, misappropriate or otherwise violate the rights of any third party.
- 4.2 THE WORK IS PROVIDED TO LICENSEE "AS IS" AND CANADA PROTECTION PLAN MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WORK OR ITS USE BY LICENSEE. EXCEPT AS OTHERWISE PROVIDED HEREIN, CANADA PROTECTION PLAN HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE.

#### **5. Liability Limitation and Indemnity**

- 5.1 During and after the Term, Licensee will defend, indemnify and hold harmless Canada Protection Plan and its personnel and representatives, from and against all claims, demands, causes of action, suits, proceedings, hearings, damages, legal fees, costs and expenses (collectively the "Claims") arising from, connected with or relating to: (a) any claim by a third party that Licensee's website, social media accounts or any materials incorporating the Work or any part thereof, other than the Work itself, misappropriates, infringes or violates the rights (including intellectual property rights) of any third party; or (b) any negligence, misconduct, or breach of this Agreement by Licensee or any person for whom Licensee is responsible pursuant to this Agreement or at law. Canada Protection Plan and its indemnified personnel and representatives (if applicable) retain the right to participate in the defense of and settlement negotiations relating to any Claim with counsel of its own selection at its sole cost and expense. In this Agreement.
- 5.2 Notwithstanding any provision of this Agreement except section 5.3, in no event will a Party be liable to the other Party or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage, arising from, connected with, or relating to this Agreement.
- 5.3 Section 5.2 does not apply to: (a) damage or loss arising from breach of Section 5.1; or (b) damage or loss arising from fraud, gross negligence or willful misconduct or infringement of intellectual property rights.

#### **6. Termination**

- 6.1 The term of this Agreement and the license granted hereunder shall begin on the Effective Date and, unless terminated earlier in accordance with Section 6.2 of this Agreement, shall continue in full force for a period ending on the earliest of (i) October 28, 2018, (ii) the date the Licensee's agency or brokerage agreement with Canada Protection Plan terminates, and (iii) the date the insurance products described in the Works are no longer available for sale to the public (the "Term").
- 6.2 Notwithstanding any other provision of this Agreement, either Party may, in its discretion, terminate this Agreement or any part thereof at any time without cause upon delivery of notice of termination to the other Party and the effective date of termination will be the later of the date the termination notice is received by the other Party or the termination date specified in the termination notice.
- 6.3 Upon termination of this Agreement: (a) the license granted hereunder will terminate immediately and automatically; (b) Licensee will immediately cease Using the Work; (c) Licensee will promptly permanently delete and destroy all copies (full or partial) of the Work in Licensee's possession or control, including any electronic copies of the Work on Licensee's website; and (d) upon request by Canada Protection Plan, Licensee will promptly deliver to Canada Protection Plan a certificate of compliance signed by one of Licensee's senior officers certifying that Licensee has fully complied with Licensee's obligations under this section 6.3.

**7. General**

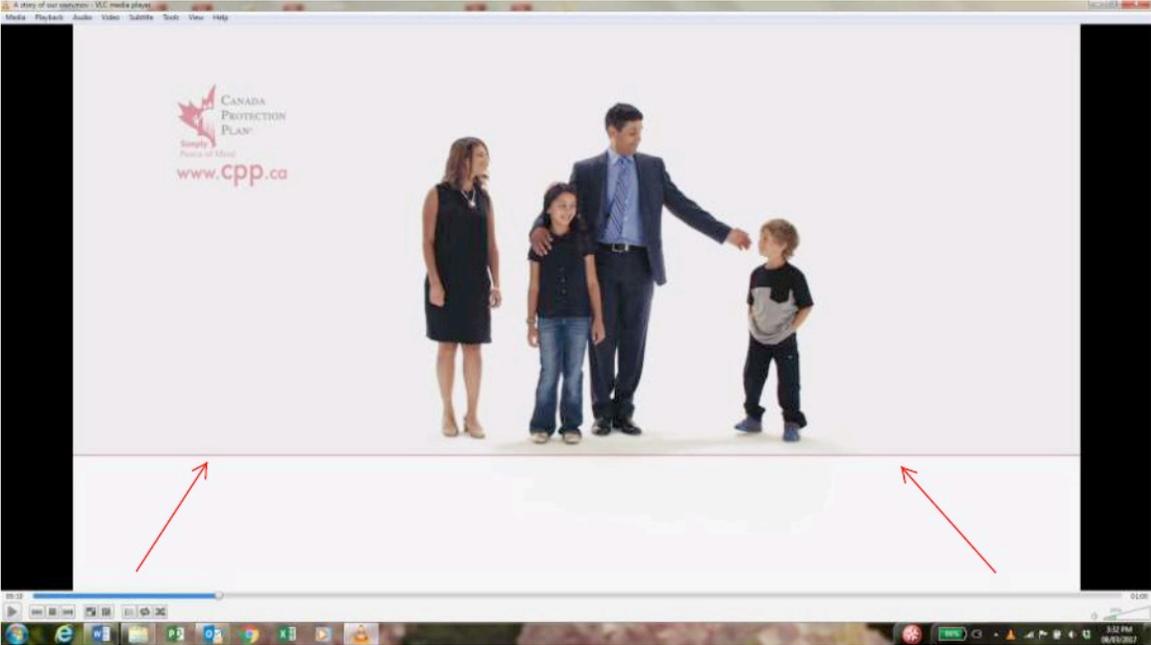
- 7.1 The Parties are non-exclusive, independent contracting parties, and nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment, or other similar relationship between the Parties.
- 7.2 This Agreement will be governed by, and construed in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario.
- 7.3 The Licensee may not, by operation of law or otherwise, transfer or assign this Agreement or its rights and obligations under this Agreement without the prior written consent of Canada Protection Plan.
- 7.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated.
- 7.5 No consent or waiver by a Party to or of any breach by the other Party under this Agreement will be: (a) deemed or construed to be a consent to or waiver of a continuing breach of those obligations of the other Party; or (b) effective unless in writing and signed by both Parties.
- 7.6 This Agreement may be executed and delivered in one or more counterparts, which may be delivered by facsimile transmission or by email in PDF or similar secure format, and each counterpart when so executed and delivered will be deemed an original, and all counterparts will together constitute one and the same document.
- 7.7 This Agreement sets forth the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any and all negotiations, discussions, agreements, or understandings, oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement and each document that forms part of this Agreement may be amended only by a written agreement in writing by the Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized representatives as of the date set forth below.

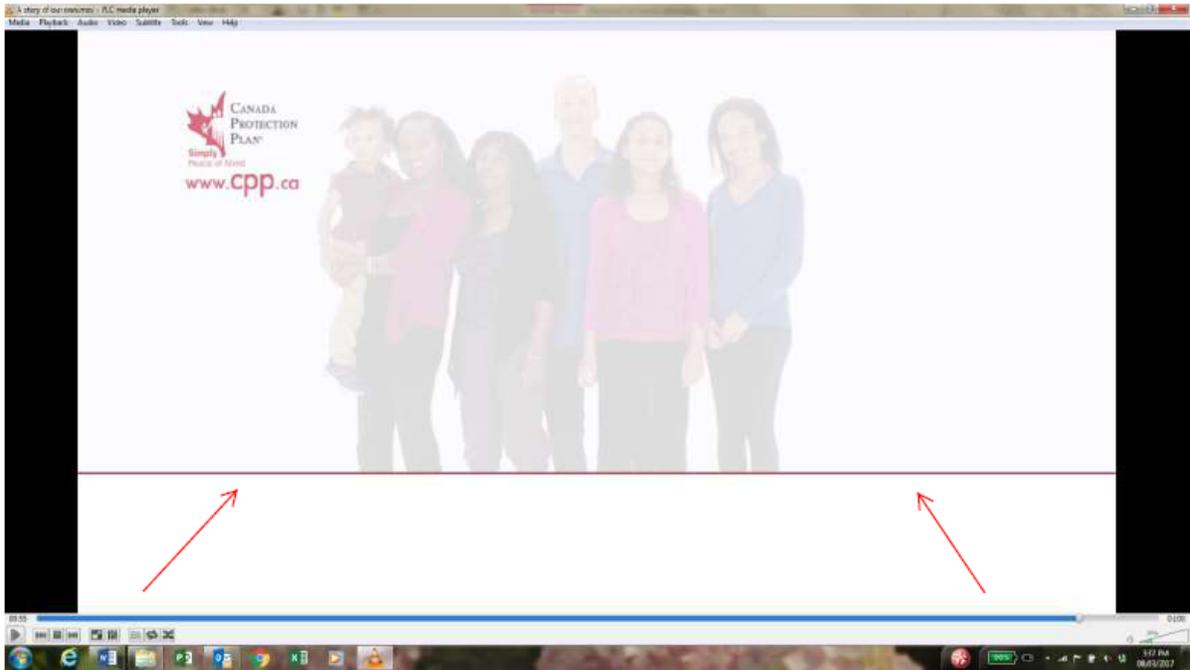
Canada Protection Plan Inc.	Licensee
By:	By:
Name:	Name:
Title:	Title:
Date: 2017	Date: 2017

**Note: Placement for banner information:**  
 Start and end points indicated beneath **RED LINE** – licensee details as outlined in contract agreement.

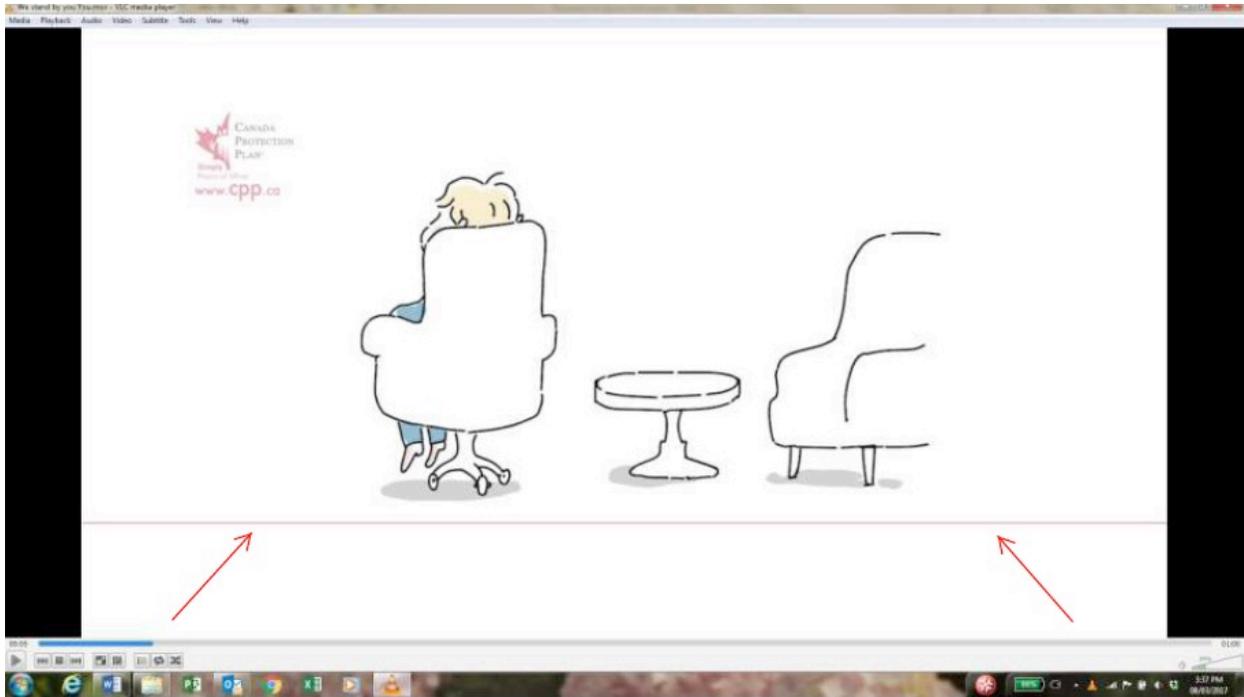
**Note: Placement for banner information:**  
Start and end points indicated beneath **RED LINE** – licensee details as outlined in contract agreement.



**START Point: Personalized banners BELOW THE RED LINE**



**END Point: Personalized banners BELOW THE RED LINE**



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