MUTUAL AUTHORIZATION TO MARKET AGREEMENT

This Mutual Authorization to Market Agreement ("Agreement") is entered into as of the date of last signature below ("Effective Date") by and between:

Custom Assurance Placements, Ltd. ("CAP")
and

_____ ("PARTNER")

Each a "Party" and collectively the "Parties."

I. PURPOSE

The purpose of this Agreement is to authorize the Parties to mutually market each other's products and services through approved marketing materials, including website links and related promotional content, for their mutual benefit.

II. PARTNER INFORMATION

Company Name: _____

Contact: _____

Address: _____

Phone: _____

Email: _____

Website: _____

III. AUTHORIZATION TO MARKET

Each Party grants to the other a limited, non-exclusive, non-transferable, revocable license to use its approved Marketing Materials solely for the purpose of promoting the originating Party's products and services.

"Marketing Materials" include approved logos, trademarks, trade names, website links, images, and promotional content expressly provided or approved in writing.
Use is limited to:

- Logo
- Websites and links provided
- Email marketing
- Digital media
- Printed materials

All uses must:

- Be consistent with the originating Party's brand guidelines (if provided)
- Comply with applicable laws and regulations
- Be submitted for prior written approval, which shall not be unreasonably withheld, conditioned, or delayed

No Marketing Materials may be published without prior written approval.

IV. RESTRICTIONS ON USE

Except as expressly permitted:

- No modification of Marketing Materials without prior written consent
- No sublicensing, resale, or redistribution
- No use outside the scope of this Agreement

Each Party retains sole ownership of its Marketing Materials. No rights are transferred except as expressly granted herein.

V. UPDATES AND MAINTENANCE

Each Party shall:

- Provide updated Marketing Materials as needed
- Replace outdated materials upon notification by the other within:
    - **10 business days** (digital content)
    - **30 days** or next print cycle (printed materials, not to exceed 60 days)

VI. CONFIDENTIALITY

The Parties acknowledge that they may be subject to a separate Confidentiality and/or Non-Disclosure Agreement ("Confidentiality Agreement").
If no such agreement exists, each Party agrees to:

- Protect non-public information using reasonable care
- Use such information solely for purposes of this Agreement

In the event of conflict, the Confidentiality Agreement shall control.

VII. WARRANTIES AND REPRESENTATIONS

Each Party represents and warrants that:

- It has the full right and authority to grant the rights under this Agreement
- Its Marketing Materials do not infringe any third-party rights
- Its Marketing Materials are accurate and not misleading

VIII. INDEMNIFICATION

Each Party agrees to indemnify, defend, and hold harmless the other Party and its affiliates, officers, and employees from any third-party claims arising out of:

- Breach of this Agreement
- Violation of applicable law

- Infringement of intellectual property rights

IX. ASSIGNMENT

Neither Party may assign, transfer, delegate, or otherwise convey this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed.

Notwithstanding the foregoing, either Party may assign this Agreement without consent to an affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets, provided that the assigning Party provides prompt written notice to the other Party and that the assignee agrees in writing to be bound by the terms of this Agreement.

Any attempted assignment in violation of this Section shall be null and void.

X. LIMITATION OF LIABILITY

Except for obligations related to indemnification, confidentiality, or intellectual property infringement:

- Neither Party shall be liable for any indirect, incidental, consequential, or special damages, including loss of profits or business interruption
- Each Party's total liability under this Agreement shall not exceed **$50,000**

XI. TERM AND TERMINATION

Either Party may terminate this Agreement at any time upon written notice.
Upon termination:

- Use of Marketing Materials must cease immediately
- Digital materials must be removed within **10 business days**
- Printed materials must be discontinued within **60 days**

Each Party shall confirm compliance in writing.
The following provisions shall survive termination:

- Intellectual Property
- Confidentiality
- Indemnification
- Limitation of Liability

XII. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, or agency relationship.

XIII. DISPUTE RESOLUTION

In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the Parties shall first attempt in good faith to resolve the matter through informal discussions between senior representatives of each Party.

If the dispute is not resolved within thirty (30) business days, the Parties agree to submit the dispute to **non-binding mediation administered by the American Arbitration Association (AAA)** in accordance with its Commercial Mediation Procedures then in effect.

If the dispute is not resolved through mediation within sixty (60) days of initiation, the dispute shall be finally resolved by **binding arbitration administered by the International Centre for Dispute Resolution (ICDR), the international division of the American Arbitration Association**, in accordance with its International Arbitration Rules then in effect.

The arbitration shall:

- Be conducted by a single arbitrator, unless the Parties agree otherwise
- Take place in South Carolina, USA, as the seat of arbitration
- Be conducted in the English language

The arbitrator's decision shall be final and binding on the Parties, and judgment on the award may be entered and enforced in any court of competent jurisdiction.

Each Party shall bear its own legal fees and costs, and the Parties shall share the arbitrator's fees and administrative costs equally, unless otherwise determined by the arbitrator.

Notwithstanding the foregoing, either Party may seek temporary or injunctive relief in any court of competent jurisdiction to protect its intellectual property or confidential information.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings relating to its subject matter. This Agreement may only be amended in writing signed by both Parties.

XV. SIGNATURES

PARTNER

Signature: _____ Date: _____

Name: _____ Title: _____

CUSTOM ASSURANCE PLACEMENTS, LTD.

Signature: _____ Date: _____

Name: Tracy Simons Title: President