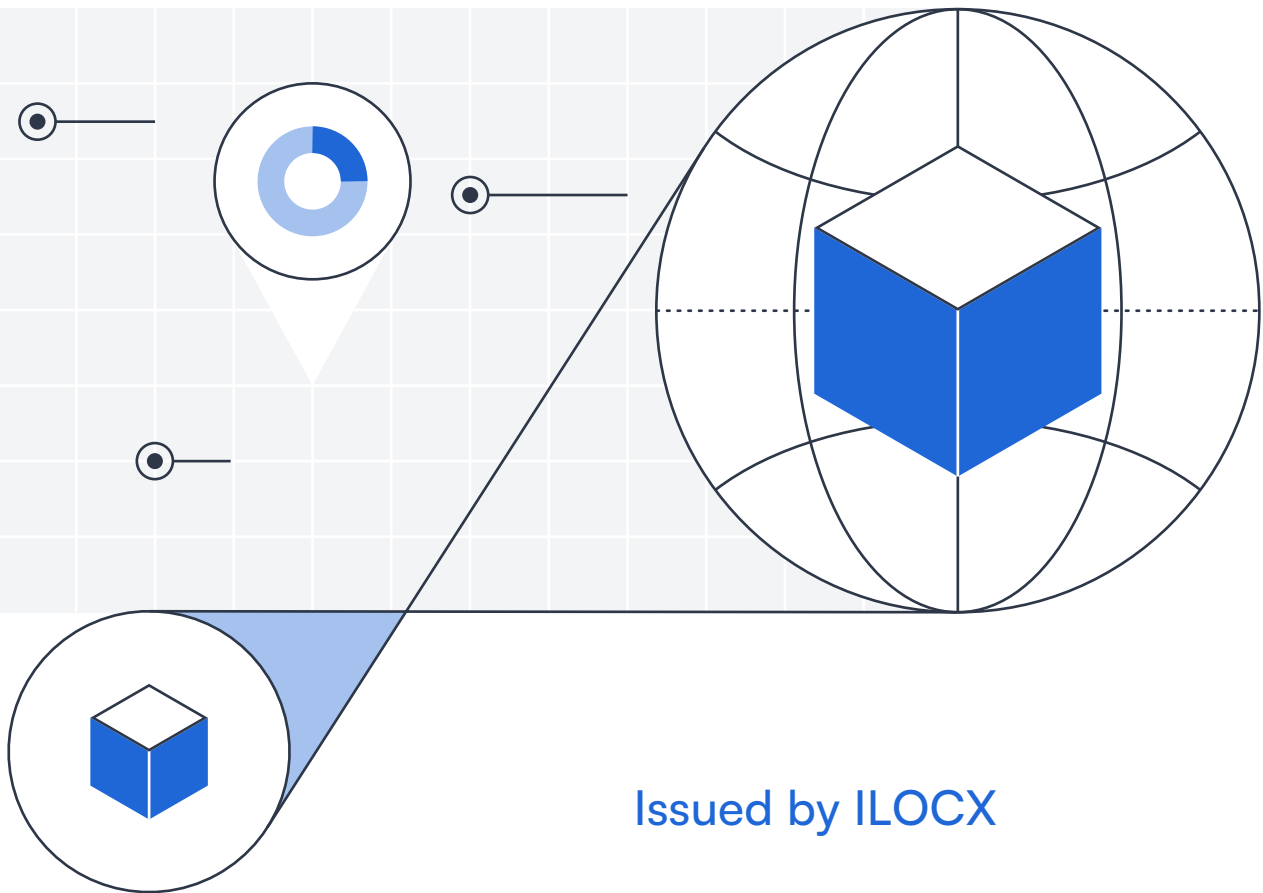


Territorial Term Sheet

Expand proven products and services globally



Issued by ILOCX

PREPARED FOR

ACM

DATE

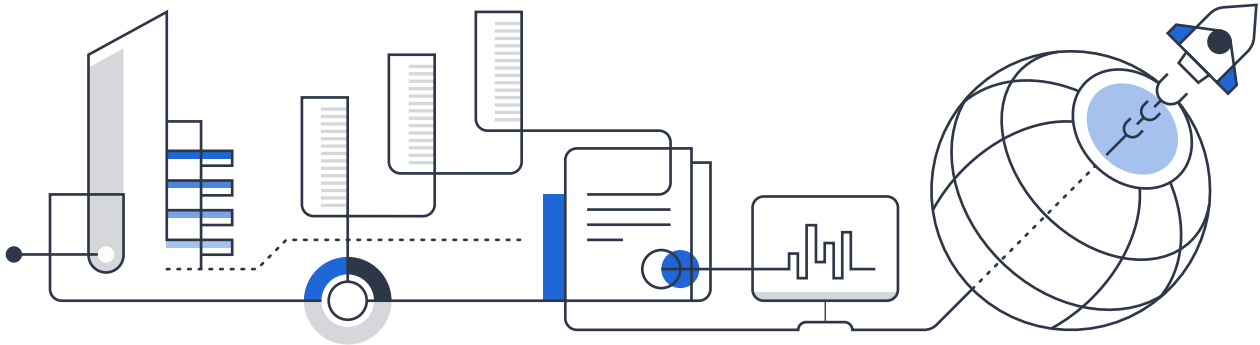
22nd June 2023

Introduction

This term sheet is presented to ACM to license their Accessibility Software worldwide, commencing with the United States. ILOCX will create territorial licensing assets, reports, and documentation while providing a comprehensive valuation for each territory. Additionally, ILOCX will establish territory sale pages, links, and ensure compliance with the licensing status of the International Licensing Organization, including franchise law exemptions. Both parties will cooperate to showcase and market the software to potential licensees and stakeholders.

Listing Details In Brief

Proposed Launch Date	30/7/2023
Number of launch territories	5
Assets Issued	\$273,528,480
Total territories under this agreement	Global
Rate	Unrestricted following successful sale and operation of initial territory due to scalable nature of product (SaaS)
Territory Option Fee	\$100,000
Territory Pricing	~1% of annual serviceable addressable market for 10 years
License length	50 years
License rights	Full marketing, sales, sublicensing and distribution rights within territory



The Process

Complete the application pack for review

The stages of the listing process are:

- ✓ Complete the application pack for review
- ✓ Provide formal Business Plan and Financial Projections
- ✓ ILOCX review
- ✓ Corporate and Legal Due Diligence
- ✓ Application

COMPLETE

- 1 Territory listing page and state by state reports are prepared
- 2 Licensing assets are created and issued into your account giving you an immediate asset balance
- 3 Money is paid out directly to your bank account as licenses are sold

Territory Listing Page

ILOCX will develop a dedicated landing page on the ILOCX platform, designed to highlight the ACM software, its capabilities, and the market demand. This landing page will showcase the territorial licenses available for sale, providing potential licensees with a comprehensive overview of the broader opportunity. Licensees will have the opportunity to explore the local market potential, understand the serviceable market, and proceed to purchase licenses for specific territories directly through the platform.

ILOCX View Companies My Account

iLamp
Experience the power of a smart street light that generates revenue.

iLamp is the first smart street light that both saves and makes money for homeowners, small businesses, developments, villages, towns and cities all over the world. iLamp makes money, reduces crime, increases house prices and neighbourhood safety.

With low installation and non-existent running costs, iLamp is the Streetlamp of the future.

Revenue sources

Business to business Business to government Territorial Licensing Fees

Territorial Royalties

\$10	10%	650,000
PRICE	ROYALTY	TOTAL UNITS

NONE AVAILABLE

iLamp.com

Verified Companies Secure Payment Legally Binding

Highlights

- Business Overview
- Rollout Plan
- Corporate Information
- News
- Qualifying
- Territorial Licenses
- License Terms
- Documents

HIGHLIGHTS

- > **300 million** street lights in the world and rising.
- > **70%** of all electricity was generated by burning fossil fuels, a source of air pollution and greenhouse gases.
- > Grids worldwide facing increased strain with countries facing power outages and power scarcity
- > Running trial with Southern California Edison and CalTrans

ROLLOUT PLAN

Royalty calculator

If we sell: **650,000** The royalty paid is: **\$234,000,000.00**

Royalty per license: **\$360.00**

View Listing

iLamp

OPTIONAL Sub-licensing may be available. [Book call](#)

Nevada, United States

POPULATION: 3,100,000	TERRITORY TARGETS: \$2B
GDP: \$155B	OPPORTUNITY: High

[Download Report](#) PDF 16.2KB

Reserve Your Territory Now

Cost to reserve

\$100,000 10,000 Class II licenses @**\$10.00**

You'll receive

- 1 year option to buy territory
- Roadmap + financial model.
- Localised website
- Media pack, images, videos, etc.
- ILOCX Listing (upon deposit)
- Demo pole shipped & installed (upon deposit)

Future cost to exercise option

\$300,000 is payable to exercise option, this can be financed as:

Funding by credit	\$2,700,000
License Fee	\$3,000,000
Amount payable	\$500,000

What you'll receive after option deposit :

- Sub-licensing rights
- ILOCX Listing

Terms

- Must hold Class II licenses to keep option
- Class II Licenses expire in 12 months
- Standard royalty license agreement and buyer terms

[Book Call](#)

Territorial Sales

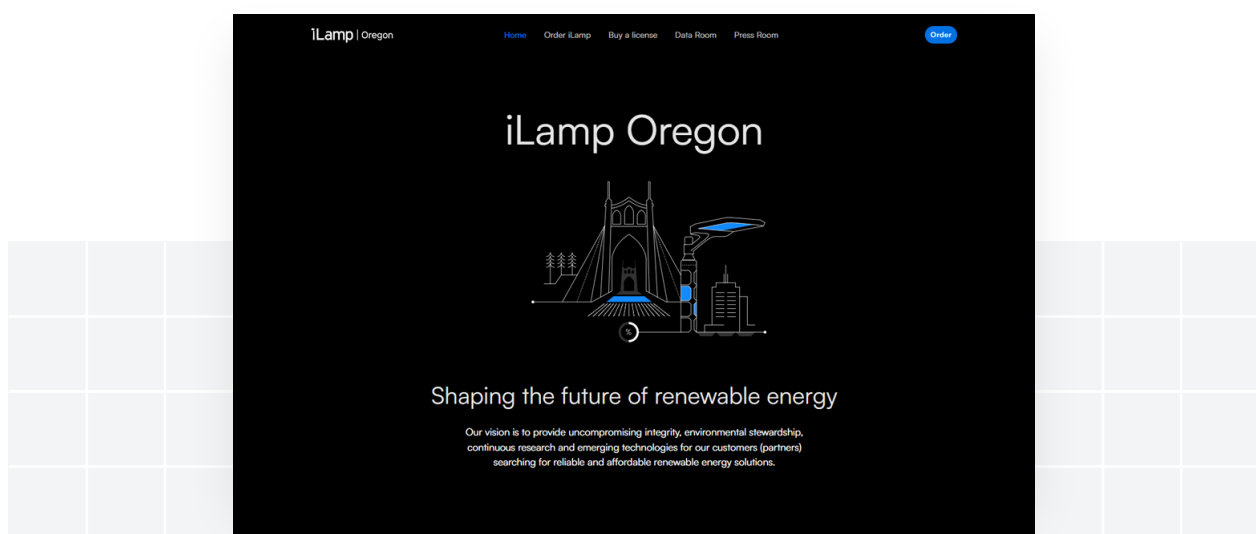
Territorial licenses are valued by ILOCX and Cede Capital and made available to buy through the ILOCX portal with all data digitally logged and delivered. Territorial licensee's are provided with all the same systems and services with respect to the Cede Capital loans for the sale of sublicenses, subject only to the details of the applicants.

Reports

Preparation of State by State Reports: ILOCX shall prepare comprehensive reports, each containing an overview, deal breakdown, detail on the product, market as well as market analysis of the territory, a local financial model and income statement, lists of potential partners, targeted accounts, as well as all relevant information pertaining to licensing, sales, and royalty handling within each state. Once the options are paid the road maps will be upgraded to include a comprehensive roadmap for the licensee to follow.

Localised Websites

Localised websites will be built once options are paid, territorial license holders can host a data room for their own due diligence, have their management profiles hosted, and launch (once in revenue) their own localised promotional license to raise funds to facilitate their own roll out.

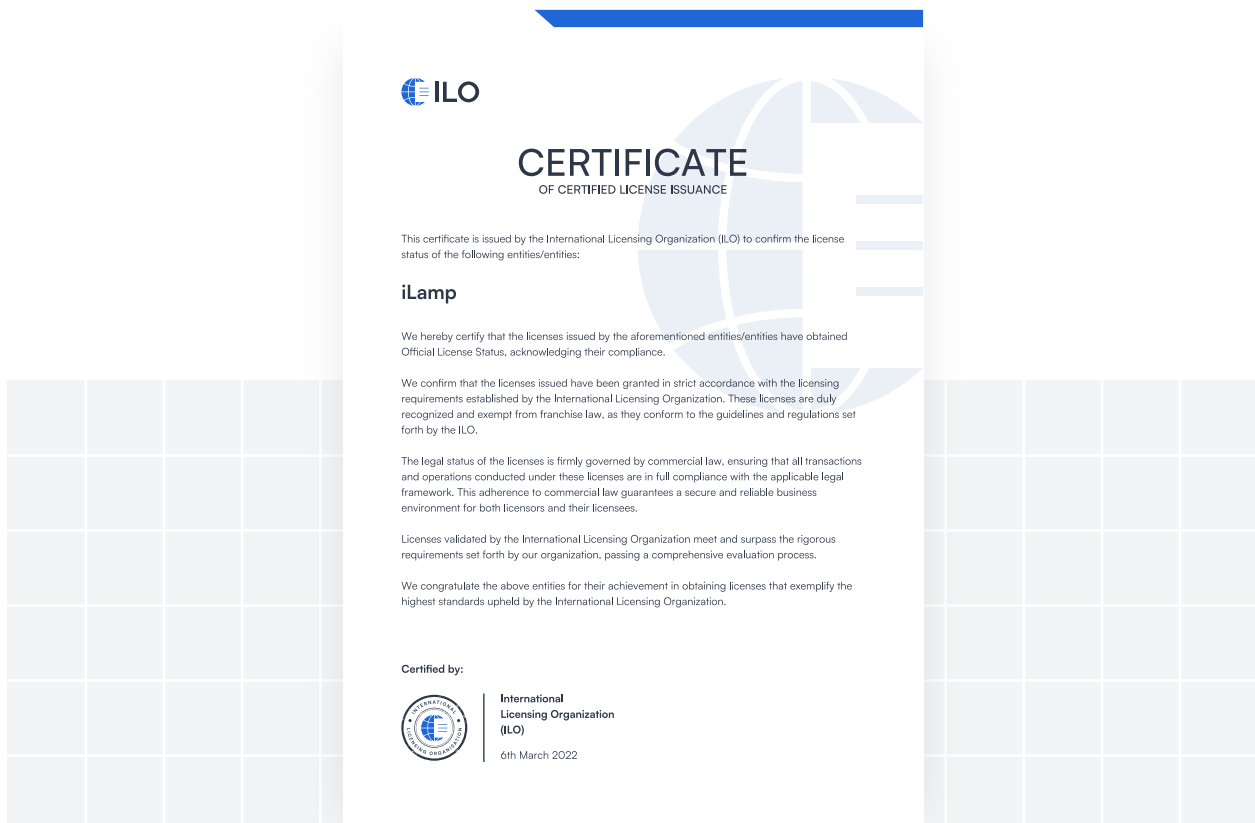


Marketing

ILOCX will prepare all relevant marketing materials and use their existing contacts and networks to market the ACM licenses, co-hosting a webinar and participating in calls and other communications with interested parties.

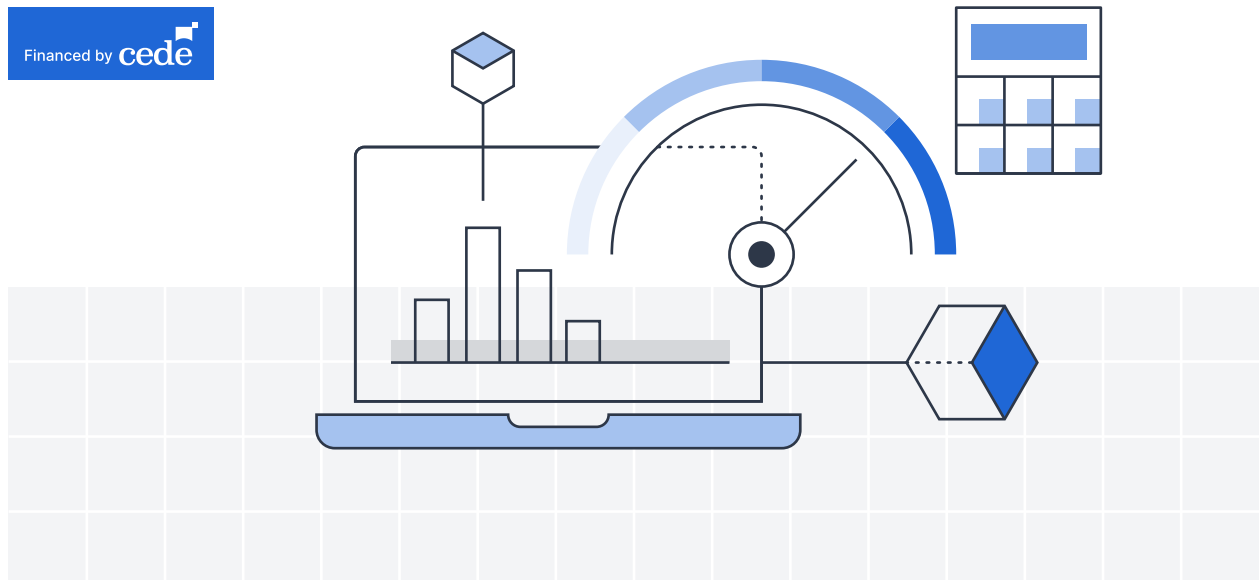
Sale, Issuance, Custody, and Royalty Handling of Territorial Licenses

ILOCX facilitates the sale and issuance of fully compliant territorial licenses verified by the International Licensing Organisation as exempt from franchise law on behalf of ACM. This includes handling the custody of license documents, managing royalty payments, and obtaining official licence status.



Financing - Cede Capital

ILOCX will set up a line of credit with Cede Capital to facilitate loans to territorial license buyers based on a proven technology, global scalability, an addressable market need, which will need to be demonstrated to pass relevant due diligence. Loan approval is subject to applicants director check and reputation statements.



License Specifics

ILOCX

The territorial licensees will have access to ILOCX territorial listings, which can be utilized for sub-licensing purposes. Promotional licensing listings will also be made available to both territorial licensees and sublicensees, subject to a cost of 8% of the total license issue.

ACM

Territorial licensees will be granted access to the ACM dashboard, a demo website, as well as all sales and marketing materials necessary to promote and distribute the software. The licensees will possess full sales, distribution, and sublicensing rights within their respective territories.

While the licensee will receive fully functional software, it is their responsibility to provide all necessary after-sales support and services, excluding technical bugs or glitches in the software. Any such technical issues will be promptly reported to the licensor for resolution.

Option Price

The license options shall be sold at a price of \$100,000 per state. Each license option shall be valid for a period of 12 months from the date of purchase.

License Price

The license purchaser shall be responsible for paying the full price of the license as detailed by ACM. The license purchase grants the licensee full rights to make sales within their respective territory, including sub-licensing rights.

Software Cost

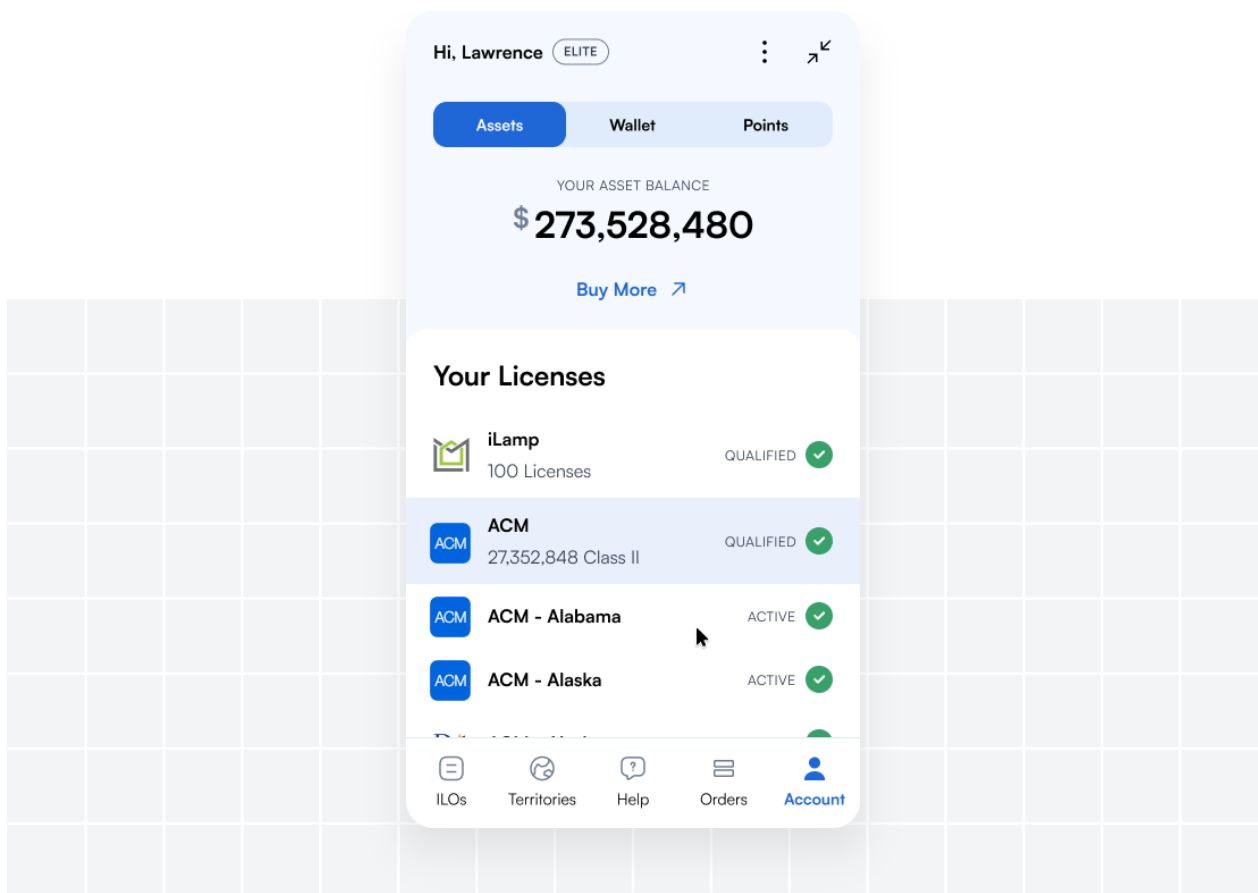
The software will be sold to the territorial holder at \$XX per license.

Royalty Payment

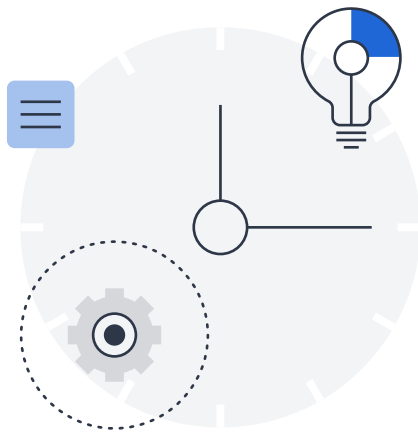
The licensee shall pay a 20% royalty on sales made within their territory to ACM.

ACM Pays

Up to 40% on sales within the territory to the territorial holder including sales made by their own sales team, partner deals (eg. large corporations with presences in multiple territories). Territory owners are expected to work as a local liaison for partner deals.



Timing Milestones



Listing Page

1 Month from signing

Initial Reports

1 Month from signing

Initial Assets Issue

1 Month from signing

Subsequently, the production of reports and listing of territories will be adjusted accordingly to meet demand and ensure timely delivery to support the ongoing licensing and sales activities.

Agreement

Compensation

ACM agrees to compensate ILOCX for its services as follows:

- **Payment**

The payment for this engagement shall consist of an engagement fee of \$250,000. To facilitate the payment, financing will be provided by Cede Capital in the form of a zero coupon loan. The engagement fee shall be paid in installments, with an initial downpayment of \$25,000 required at the commencement of the engagement.

The remaining balance of \$225,000, representing the zero coupon loan from Cede Capital, will be repaid from sales of territorial licenses at 10% of gross sales until the loan is repaid.

- **Option and Licensing Cost**

For each territorial license sold, ACM shall pay ILOCX 40% of the option and licensing cost.

- **Processing Fee**

ACM shall pay ILOCX a processing fee of 3% on the total sum of royalty payments collected or distributed by ILOCX. This fee covers the cost of managing and disbursing royalty payments on behalf of ACM.

- **Payment Terms**

ACM shall make all payments to ILOCX within 7 days from the date of receipt of an invoice issued by ILOCX which will only be issued once payments have cleared. Payments shall be made in USD to the bank account specified by ILOCX.

Term and Termination

Either party may terminate this licensing agreement for convenience by providing written notice to the other party. In the event of termination for convenience, the licensing agreement shall be terminated, and no further territorial licenses shall be sold, ACM will become responsible for the ongoing management of any outstanding licenses and the processing of royalty payments.

Upon termination, ILOCX shall compensate ACM for the work completed up to the termination date. The compensation amount shall be \$50,000 per territory listed on the ILOCX platform at the time of termination.

The compensation amount will be calculated based on the number of state reports that have been completed and made live on the ILOCX platform at the time of termination. ILOCX shall submit an invoice to ACM for the applicable compensation amount within [number of days] days of termination.

Upon receipt of the invoice, ACM shall make payment within [number of days] days. The payment shall be made in [currency] to the bank account specified by ILOCX.

The termination for convenience clause and the compensation amount shall not affect the obligation of ILOCX to pay ACM 80% of the proceeds from each territorial sale made within the United States as outlined in this licensing agreement.

Confidentiality

Both Parties agree to treat any confidential information obtained during the course of this Contract as confidential and shall not disclose it to any third party without the prior written consent of the disclosing Party.

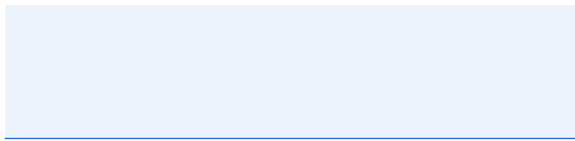
Governing Law and Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of England. Any disputes arising out of or in connection with this Contract shall be subject to the exclusive jurisdiction of the courts of England.

Entire Agreement

This Contract constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written, relating to the subject matter herein.

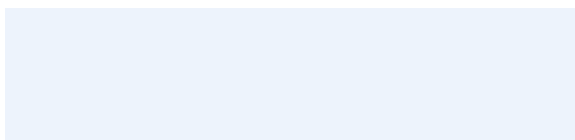
Signed on behalf of ILOCX Ltd:



Edward Fitzpatrick | Director

Date:

Signed on behalf of ACM:



Signature of Authorised Officer

Print Name:

Position with Company:
