



Staying Alive To Drive

**SPONSORSHIP PROSPECTUS and AGREEMENT
SALES CHANNELS and SALES UNITS ANNUAL FORECAST
VOLUME PURCHASES – Custom CONTENT Options**



What is the Product ?

The Staying Alive To Drive (SATD) PRODUCT is a 70 minute long FILM focussing on providing advice and guidance to ANY DRIVER in order to avoid incidents, damage, injury or death on our very busy UK roads. It presents **50 every-day driving scenarios** where quite often incidents originate. It describes in **TEXT and audibly** how to anticipate events involving RISK, and it supports these with both film clips of actual scenarios, together with relevant STATS and INFO from multiple sources including Government and Driving related sources and institutions. We believe the **SATD Product is unique** in its content and style, and in the way it will be received by the UK Driving population.

Who is the SATD Product for – what are the target markets ?

We will market the SATD Product via **7 sales CHANNELS** (described more fully later in this document). **RETAIL** sales will typically be 1-off purchases via online sites and via our own website. **CORPORATE** sales will be typically VOLUME sales to businesses that want to provide the SATD Product FREE to their Employees that drive. The Employees concerned may drive as part of their employment, or may just drive to get to and from their place of work. CORPORATE volume sales will offer the OPTION of customised Film content **reflecting THEIR BRAND**. **SME** sales will be similar to Corporate but with considerably lower volumes of sale varying by the size of the business and driver headcount, and with a LIMITED amount of customised content (only on Packaging, NOT in FILM content). In this context **SME will form 2 of our 7 sales Channels**. **VEHICLE DISTRIBUTOR** sales will be for national and local dealerships who wish to provide the SATD Product FREE to NEW CUSTOMERS as part of their Customer Care ethos. **DRIVING SCHOOLS** both national and local will provide the SATD Product FREE (or possibly charged) to each of their **Student Drivers WHEN THEY PASS** in order to underwrite their safety during their early months/years whilst still new to the roads. Finally, **GIFTING PLATFORMS** will distribute the SATD Product as a special Gift for special occasions including Birthdays, Anniversaries, Xmas etc.

In RAMP Year 1 we will reach a total of 52,100 DRIVERS - of which 11,600 will have been purchased RETAIL 1 at a time, and 40,500 will have been purchased via 1,580 B2B purchases by businesses across our Channels. In FULL Year 2, we will reach ANOTHER 134,000 DRIVERS, of which 28,800 will have been purchased RETAIL 1 at a time, and 105,600 will have been purchased via 4,290 B2B purchases by businesses across our Channels. Drivers will likely view the SATD Product at least ANNUALLY.

<p>CUMULATIVELY by end of Year 2 total REACH WILL BE 186,500 Drivers and 5,876 Businesses*</p> <p>CUMULATIVELY by end of Year 3 total REACH WILL BE 320,925 Drivers and 10,170 Businesses*</p> <p>CUMULATIVELY by end of Year 4 total REACH WILL BE 455,325 Drivers and 14,468 Businesses*</p> <p>CUMULATIVELY by end of Year 5 total REACH WILL BE 589,725 Drivers and 18,764 Businesses*</p>	<p>The number of Drivers reflected here does NOT include our plans for provision of DIGITAL DOWNLOAD DELIVERY of the SATD Product. This initiative could easily result in 20x the REACH shown here to the left.</p>
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What does SPONSORSHIP involve and what are the expected benefits for Sponsors ?

We intend to partner with a MAXIMUM 8 SATD Product Sponsors.

The COST per Sponsor will be £8,000 plus VAT, and in allowing for launch ramp, this will cover a **FULL 2 YEARS** presence IN and ON the SATD Product commencing from LAUNCH during Q1 2020. After 2 years Sponsors will have priority for **ANNUAL RENEWAL** going forward at the same cost of £8,000 plus VAT per annum.

During the first 12 months from launch the SATD product will RAMP slowly to achieve a monthly sales volume of 11,000 units which will reflect an **annual run-rate over 130K+** units going forward. We expect to maintain this sales level at circa 130K+ units per annum over the following years. As time passes, after say 3 years, the SATD product will be in the hands of 320,000+ drivers, who are likely to VIEW the product at least once per annum and in many cases more frequently. **So EXPOSURE for Sponsors Brands will grow annually.** Our Forecasts are conservatively based and we could potentially find that acceptance in the market is significantly higher than our plans reflect.

Sponsors BRANDING content will consist of **A) LOGO B) STRAPLINE** brief text **C) SERVICE DESCRIPTION** a longer text expanding on B), and finally **D) Website URL and Phone.**

In the main the LOGO and STRAPLINE will be on most content presence placements as shown below overleaf. IN THE FILM there will be **SIX placement spots** for EACH Sponsor alongside SATD Guide Points, and **each** Guide Point will be **viewed averagely for circa ONE MINUTE** (there are 50 Guide Points, the Film runs for 59 minutes).

On SOME scenes in the film **ALL 8 Sponsors LOGOS** will be shown together.

For EACH Sponsor there will be **ONE scene where ONLY that Sponsors FULL INFO** will appear – there will be NO other content, JUST the Sponsors FULL A B C and D info.

There is a 16-Page A5 PAPER GUIDE accompanying the SATD Film. The **FRONT PAGE and REAR PAGE** will show ALL Sponsors LOGOS together. The **CENTREFOLD TWO PAGES** will show ALL Sponsors together, and will include ALL Sponsors A B C and D info. Examples of the 16-Page A5 Paper Guide are shown overleaf.

In the **BODY pages** of the A5 Paper Guide, each Sponsors LOGO will appear **ONCE.**

All Sponsors will receive **100 copies of the SATD Product FREE** included with their Sponsorship fee payment. (Delivery will be 1 month after launch.)

All Sponsors will receive a **30% discount on LIST PRICES** for the SATD Product. (Minimum volume purchase rules apply e.g. **MIN 50 Units**)

Sponsors LOGOS will be used in SATD promotional campaigns (subject to permissions from the Sponsors) and thus gain ongoing exposure from our marketing efforts.

The SATD Product will be available in USB format, and will be copy-protected to prevent piracy and abuse of IP and copyright. **Sponsors LOGOS will appear on the USB AND on the USB packaging, WITHIN the film, and in the 16-page A5 Booklet that accompanies the USB.** A **DIGITAL DOWNLOAD** delivery for **HIGH VOLUMES** is possible.

PAYMENT of SPONSORSHIP fees. 50% (£4,000 plus VAT) of the Sponsorship Fee (£8,000) will be payable immediately upon completion of the Sponsorship Agreement found at the end of this document. SATD will raise an Invoice for 50% of the total fee and this is payable **upon receipt** by the Sponsor. The balance of 50% will become payable **30 days AFTER LAUNCH** of the SATD Product commences. SATD anticipate Product Launch will occur during Q1 2020. Sponsors will be notified when formal launch occurs. SATD will raise an Invoice for the remaining 50% of the Sponsorship Fee (£4,000) and this sum is payable **30 days from Invoice date without exception.**

In the event of non-payment of either Invoice SATD reserves the right to abort the Agreement in its entirety and offer the Sponsor placement slot elsewhere.

SPONSORS content EXAMPLES within the SATD 70 mins FILM

our **THANKS** to our **8 SPONSORS**
who have helped us to get this Product to YOU

24/7 Secure Services Ltd
Patrolling and Monitoring systems for sensitive premises and sites. MoD Defence Certified teams. 3-month TRIAL Contracts leading to a 12-month rolling Contract with a 3-month termination exit window. Typical Clients - Min team 2, Ave team 5, Largest team 17. All sectors.

w: www.24x7secureservices.co.uk
t: 01535 353553
e: info@24x7secureservices.co.uk

these businesses DO NOT EXIST - we are currently SEEKING Sponsors - here we show EXAMPLES of how SPONSORS profiles will appear IN and ON the PRODUCT

ON EACH GUIDE point (50 in total) a **single Sponsors BRAND LOGO** will be shown, averagely for circa 1 MINUTE each time, and given there are 50 Guide points and 8 Sponsors, this means that EACH Sponsors BRAND will appear a total of **SIX** times during the FULL FILM with a **TOTAL viewing time of circa SIX MINUTES**.

The Sponsors BRAND will include their **LOGO** plus a **STRAPLINE** message briefly describing their services.

A maximum of **8 SPONSORS** will be engaged, both initially and for at least the first 5 years of trading. Period ONE, the first period, will extend to a **FULL TWO YEARS** from LAUNCH (launch is expected during Q1 2020). Thereafter renewal will be **ANNUAL**.

WITHIN the FILM there will be ONE occurrence of the **EXPANDED INFO** and **CONTACT** details as per sample image shown to the left here, and this content will play for **10 seconds**, with background music.

ALL Sponsors will be shown at the base, on ALL Sponsors pages.

GUIDE No. 1 of 50

PRODUCT SPONSOR **ESCOR**
Safety-related Services and Products for Landlords ensuring compliance with all aspects of all utilities

Your EYES and your NECK have equal importance, right ?

OK eyes are obvious, but if you want to stay alive you need to use your neck ALL of the time you are at the wheel.

Here is a RULE. NOTHING should ever overtake you, on the outside OR the inside, that you did NOT KNOW was coming.

IF indeed that does happen, it means you are NOT using your neck enough, and one day, you will likely find yourself moving out to overtake the vehicle in front, and driving into something about to pass you.

There is always a blind-spot, but if you are using your neck as well as your eyes and mirror you should ALWAYS be aware of what is about to pass you (on either side, on both sides).

stayingALIVetoDRIVE.co.uk

PAUSE PLAY
READ TO FOLLOW

our thanks to HDV Dashcam Forensic.com and their many HDV drivers for some of the clips in this product

Narration by JP DEVLIN
BBC Radio 4 Producer/Presenter

Another example of how Sponsors are shown on **EACH** and **EVERY** Guide point.

EACH Sponsors content will be shown **SIX times** during the FULL FILM, with a resulting **TOTAL exposure/viewing time of circa SIX MINUTES** of **THIS STYLE/PLACEMENT** of content.
(Average Guide viewing time is 1 minute per Guide scenario/topic).

GUIDE No. 48 of 50

PRODUCT SPONSOR **HIF**
Design, Build Management, Delivery bringing older homes of character into a 21st century condition with YOUR stamp as well as mine

PATCHY fog is a killer - SLOW DOWN the second you see it
Dense PATCHY Fog is a real killer. Especially at dusk or at night, very often in winter months, but also occurs in summer.

Your forward vision is clear, but can become almost completely BLIND at NO NOTICE. In daylight, you have a marginally better chance of spotting the danger early, just by being observant. At night it is more difficult.

When it happens to you, and it WILL, start to brake, but try NOT to slam on, since this will make you vulnerable to being hit from traffic behind, and it may be HEAVY vehicles behind.

As you slow, be READY to slam on emergency braking. IF another vehicle appears suddenly in front. Be very aware of what's coming at you from behind, and be ready to accelerate OUT OF THE WAY, if you see you are about to be hit.

This scenario is arguably the WORST FEAR of most drivers. And it WILL happen during your time on the road.

stayingALIVetoDRIVE.co.uk

SPONSORS content EXAMPLES within the 70mins SATD FILM

50 POINT GUIDE No. 9 of 50
staying ALIVE to DRIVE
 Risk RANK 2

Joining a FAST road

There are many situations where you are required to FILTER onto another road, often a dual-carriageway or motorway, but even single carriageway roads have these as well.

ALWAYS signal your intention to join. Judge the speed of the traffic you are joining, and slow down OR speed up to join seamlessly, into a gap.

If YOU are ON the main road, and someone else is joining/filtering in from the left, LET THEM - or better, move OUT early to make it EASY for them and for YOU.

Some slip roads appear to have 2 lanes to JOIN. On such slip roads,

NEVER be in an overtaking manoeuvre/position as you reach the main road - because 2 cars joining in such circumstances could cause YOU serious injury or death sooner or later.

PRODUCT SPONSOR
ESCOR
 Safety-related Services and Products for Landlords ensuring compliance on ALL Utilities and Safety Regs

GUIDE 09
 average speed on main trunk road
 60-70 MPH
 average speed on joining slip road
 50-60 MPH

staying ALIVE to DRIVE
 50 POINT GUIDE No. 9 of 50
 Risk RANK 2

PAUSE PLAY
 to READ in FULL

we thank to HGV Driver's Footage.com and their many other drivers for some of the clips in this product.

Narration by JP DEVLIN
 BBC Radio 4 Producer/Presenter

stayingALIVetoDRIVE.co.uk

Another example of how Sponsors are shown on EACH and EVERY SATD Guide point.

EACH Sponsors content will be shown **SIX times** during the FULL FILM, with a resulting **TOTAL exposure/viewing time of circa SIX MINUTES** of THIS STYLE/PLACEMENT of content.

Approximately **7% of the scene content** of the SATD FILM is used to present relevant **STATISTICS**, or **ADDITIONAL RELEVANT INFO** to add qualified value to the SATD Guide point concerned.

Such content elements **DO NOT show Sponsors** aspects at all, however they **DO provide significant ADDED VALUE** to the SATD Guide as a whole, and they add to the uniqueness of the SATD Product.



Driving to the LIMIT - read speed

Consciously track the Speed Limit signs that are everywhere as you drive. If you find yourself not being SURE, slow down until you ARE SURE, do not ASSUME

Get it wrong and you will regret it - so be aware ALWAYS of the speed limit you are in.

General GROUND RULES

- unless SIGNAGE states differently, in URBAN zones assume 30mph. If it is a lower speed zone OR a higher speed zone, signage WILL inform you. NO SIGNAGE = play safe and assume 30mph. Street lights tell you that you are IN an urban zone.
- ALL speed limit signs indicate a MAXIMUM speed, but a SAFE speed may still be SLOWER
- SINGLE carriageway roads MAX 60mph (car) or 50mph (van), both are 50mph if towing
- DUAL carriageway roads MAX 70mph (car) or 60mph (van)
- MOTORWAYS MAX 70mph (car) or 70mph (van), both are 50mph if towing
- Smaller "car derived" Vans are treated as CARS - your log book will define if "car derived" applies
- VARIABLE speed limits may apply on SMART motorways - gantry signage informs of limits
- GANTRY speed limits within a RED RING are MANDATORY - if NO red ring they are ADVISORY
- IF you decide to IGNORE advisory limits you cannot be charged/fined, UNLESS the police can show evidence that your WERE reckless in your judgement to ignore the advisory limit.
- different speed limits apply for HGV, Buses and other similar vehicles
- BLUE speed signs indicate a MINIMUM speed and NOT a MAXIMUM speed

SATD G11

50 POINT guide to surviving on OUR ROADS

PAUSE PLAY
 to READ in FULL

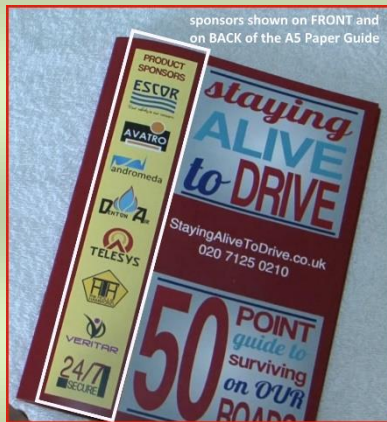
40
20
30

ANOTHER example of content where Sponsors info is **NOT SHOWN**.

Approx **7% of the SATD FILM** does **NOT SHOW Sponsors** details.

Such content elements **DO provide significant ADDED VALUE** to the Guide as a whole, and they add to the uniqueness of the SATD Product.

Sponsors BRANDING Content in SATD 16-Page A5 PAPER GUIDE document accompanying Film



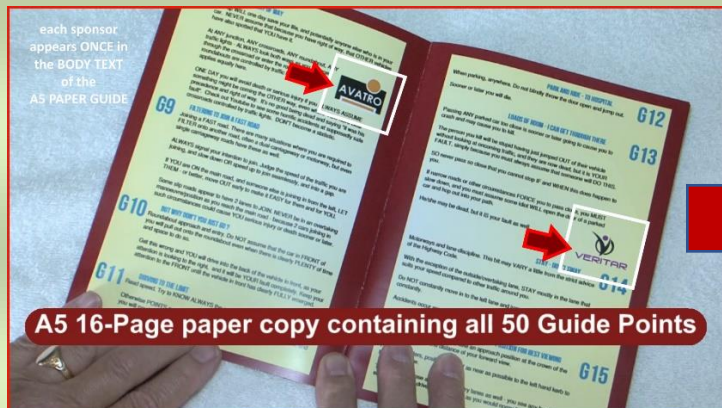
sponsors shown on FRONT and on BACK of the A5 Paper Guide

Accompanying the FILM Product is a **16-Page A5 PAPER GUIDE** document which can be used as interesting reading matter whenever a quick refresher is needed.

Maybe when stopping at a motorway services for a break during a trip.

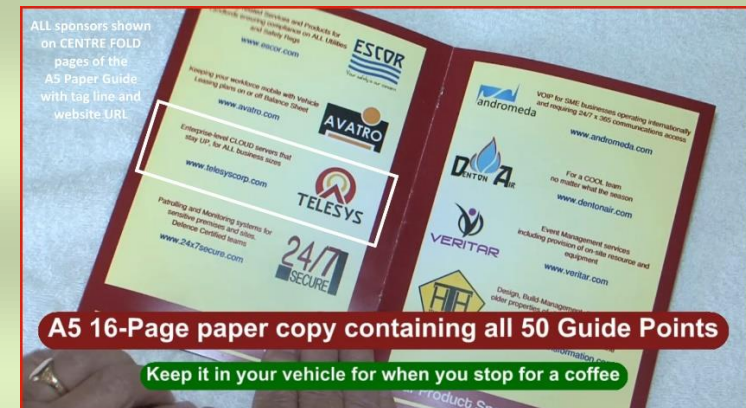
Maybe during lunch at work.

We recommend **WATCHING** the FILM at least **ANNUALLY**, and reading the Paper Guide document two or maybe three times per year.



each sponsor appears ONCE in the BODY TEXT of the A5 PAPER GUIDE

A5 16-Page paper copy containing all 50 Guide Points



ALL sponsors shown on CENTRE FOLD pages of the A5 Paper Guide with tag line and website URL

A5 16-Page paper copy containing all 50 Guide Points

Keep it in your vehicle for when you stop for a coffee

SPONSORS are shown in **FOUR** ways within the SATD 16-Page A5 Paper GUIDE

ALL 8 Sponsors LOGOS are shown on **BOTH** the **Front and Back** covers of the SATD Paper Guide.

Embedded within the SATD Guide Topics there will be **ONE** occurrence of a Sponsors LOGO, as shown above

The **TWO CENTREFOLD PAGES** will show extended **Sponsor INFO** including LOGO, Service Description, and Website URL


Our target "markets" - statistics

There are 1.5 million DRIVING TESTS per annum - of which 51%/52% pass, the remainder going back for a re-Test. So there are roughly 750,000+ NEW drivers emerging onto our roads every year. **This guide is for them.**


In the year 2015 there were over 644,000 prosecutions **in court** for Motoring/Driving related offences. Around 28% of these were SPEEDING related. (These figures DO NOT INCLUDE FPN offences (Fixed Penalty Notices) that never get to a court.) Also in the year 2015, there were just over 1,000,000 FPN's issued, of which 868,000 were for endorseable offences. FPN's do NOT go to court. The offender just pays the fine and collects the POINTS on their license. **This guide is for them.**

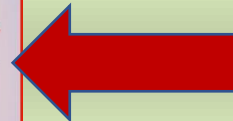
DVLA NDORS scheme - 1.4M drivers per annum volunteer to be sent on an NDORS course to improve their driving as a way of avoiding POINTS after a conviction for a driving offence. The offending driver is expected to PAY for the course. **This guide is for them.**

There are hundreds of thousands of experienced drivers who travel locally, regionally or nationally as part of their employment in order to do their job, and millions more who commute by car to get to their regular place of work. **This guide is for them**, and we might suggest that, being concerned for their welfare, a caring employer would likely provide this guide to them **gratis**.

 **PAUSE PLAY**
to READ in FULL

www.StayingAliveToDrive.co.uk





This is just one of several scenes in the FILM which describe our **TARGET MARKETS** and **CHANNELS** and its scope in terms of **Forecast Sales** of our SATD FILM Product.

This scene shows the **SALES CHANNELS** we believe are relevant for this unique SATD Product.

RETAIL (1-off's) will represent approx. 16% of total sales.

CORPORATE will represent approx. 25% of total sales.

SME will represent approx. 32% of sales.

DRIVING SCHOOLS will represent approx. 8% of total sales.

VEHICLE DEALERSHIPS will represent approx. 14% of total sales.

GIFTING sites will represent 5% of total sales.



SALES CHANNELS AND CORPORATE BRANDING

This GUIDE to staying alive will be distributed via **7 CHANNELS** as follows

- **RETAIL** sales to members of the public via our website, via Amazon, and via Gifting portals
 - including **GIFTING sites** for purchase as a **PRESENT** (i.e SmartBox, Red Letter Days)
- **SME** sales to smaller businesses WITHOUT any branding
- **SME** sales to small/medium businesses WITH branding **ON** the DVD face and packaging
- **CORPORATE** sales to larger businesses with branding **IN** the DVD **and ON** the DVD and packaging
- **DRIVING SCHOOLS** sales with branding content on the DVD packaging only
- **CAR DEALERS/DISTRIBUTORS** sales with branding content on the DVD packaging only

The SATD Product will have **8 COMMERCIAL SPONSORS**, whose branding will repeatedly appear **6 times during viewing** of the Product (after every 8 of 50 Guide topics).

Sponsors shown in this PREVIEW clip do not exist – are used here for example purposes only.

 **PAUSE PLAY**
to READ in FULL

POTENTIAL for additional **MASS MARKET** success.

We are engaged in discussions with parties that DELIVER the NDORS NSAC driver/speed awareness course on behalf of the Police. The number of drivers attending these courses annually amounts to **1.4M** every year. We hope our discussions will result in the SATD product being provided to all NSAC course attendees.

This **HIGH VOLUME** market will be delivered using the **DIGITAL DOWNLOAD** approach, branded to **NDORS**.

IF our discussions with NDORS (UKROEd) are successful, a natural next **MASS MARKET** opportunity will be investigated, namely with the **DVLA** Driving Test services.

There are **750,000** new drivers passing their Test **EVERY YEAR**, and we would propose that all new drivers should be provided with access to the SATD product. Again this would be achieved using the **DIGITAL DOWNLOAD** approach, branded to **DVLA**.

There are **400,000 Civil Servants** in the **Public Sector**, **1.2M** employees in the **NHS**, plus of course the Armed Services, the Emergency Services including Fire and Police.



The **CUSTOM CONTENT** includes showing the business LOGO branding on the **MAJORITY** of the SATD Product Guide scenes.

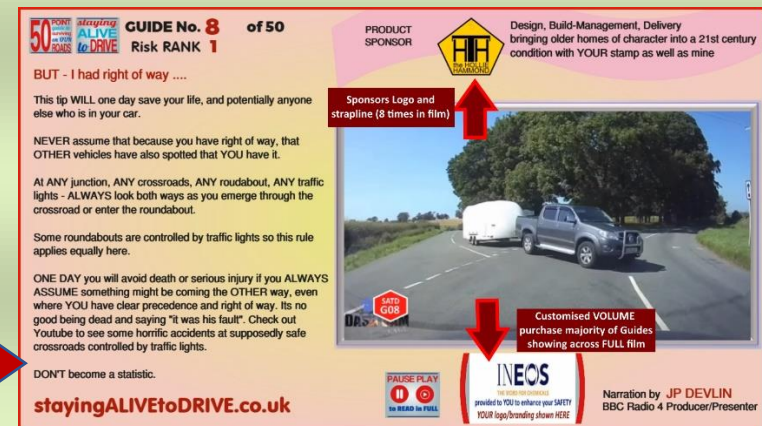
Consequently the INEOS logo showing here to the right is also **seen on more than 80% of the Film's TOTAL running time** of almost 70 minutes.

This personalises the SATD Product **TO the business** who are providing the FILM to those Employees who drive.

With **LARGER VOLUME** purchases there will be an **OPTION** to include **CUSTOM CONTENT** both **IN the FILM CONTENT** and **ON THE PACKAGING** containing the FILM.

SHOWN HERE is what this would look like for INEOS as a corporate buyer of the Product. (**NOTE: INEOS are NOT (yet) a corporate buyer of the SATD Product and are shown here ONLY AS AN EXAMPLE of how such Customer BRANDING will appear IN the SATD FILM.**)

FOR EXAMPLE ONLY: The INEOS CEO provides a brief message to his workforce, supported by his HR Director.



Another example scene where the **VOLUME CUSTOMERS** own branding is shown throughout the SATD Film - for more than 80% of the total viewing time the **business branding** is in view.



Another example scene where the **VOLUME CUSTOMERS** own branding is shown throughout the Film - for more than 80% of the total viewing time the **business branding** is in view.

Finally, during the **5 minutes OUTRO** sequence, the CUSTOM branding of INEOS is again shown across a series of truly **outrageous driving incidents**, delivering an **entertaining ending climax** to the Film.

Such CUSTOM BRANDING specifically **IN THE FILM** is only viable for **VOLUME PURCHASES** and will incur additional **(one-time) SETUP** costs to embed the relevant attributes within the Product FILM before production and shipping. For such Customers a “Master” edition will be retained in our production facilities for “repeat” Orders that will not incur further setup costs.

Management IMAGES are optional, and can be simple PHOTOS or could be a brief VIDEO CLIP of the CEO/MD/EXEC/OWNER(s) involved, with or without AUDIO.

Get in contact to discuss the parameters and costs involved.



DELIVERY of the SATD Product – USB or DIGITAL DOWNLOAD ?

“Normal volume” sales of the SATD product will be delivered on USB accompanied by a hard copy 16-page A5 BOOKLET describing the 50 Guide Points.

HIGH VOLUME sales (**1,000+ units per order**) will have the ability to choose **DIGITAL DOWNLOAD** as the delivery method, instead of USB. SATD product Pricing will be on a graduated scale **dependent on the VOLUME** required. **Get in contact to discuss the parameters and costs involved.**



Staying Alive To Drive

SPONSORSHIP AGREEMENT



This AGREEMENT is between

CHANGING-IT FOR GOOD LTD as the ultimate owner of the STAYING ALIVE TO DRIVE Product and Brand

and

SPONSOR NAME

of

SPONSORS ADDRESS

SPONSORSHIP AGREEMENT

This Sponsorship Agreement known hereafter as the "Agreement" is executed on this [Agreement Date] between [Name of Sponsor] known hereafter as the "Sponsor" and Changing-IT For Good Ltd, known hereafter as the "Sponsored Party".

The Sponsored Party undertakes to include the Sponsors image materials including but not limited to the Sponsors Logo, the Business Name, a Brief and an Extended Description of Services and/or Goods provided, and a Website URL within the Sponsored Party's road safety Film branded as Staying Alive To Drive known hereafter as the "SATD Product", and on or within the associated SATD Product paper Brochure and SATD Product Packaging where appropriate.

1. Sponsored Party Obligations under this Agreement

The Sponsored Party will provide the Sponsor with the following:

- 6 placements of the Sponsors Logo and Brief Description within the SATD Product film which has a total running duration of circa 70 minutes. Each such placement will be in view for the full duration of each Guide Point being presented, and there are 50 Guide Points in total covered in the SATD Product.
- 1 full screen placement of 10 seconds duration where the primary focus of the scene is the Sponsor and shows all of its image materials as earlier described above.
- A minimum of 3 additional placements of the Sponsor's Logo showing alongside all 8 Sponsors of the SATD Product.
- Placements as follows within the SATD 16-Page A5 Paper Guide which accompanies the SATD Product Film:
 - 1 placement on the Front Page showing Logo's for all 8 Sponsors
 - 1 placement on the Rear Page showing Logo's for all 8 Sponsors
 - 1 placement on 1 Page of the Sponsors Logo within the 14 body pages of the Paper Guide - only 1 Sponsor will be shown per page
 - 1 placement on the centre-fold pages showing the Sponsor and all of its image materials, alongside all other Sponsors
- 100 copies of the SATD Product provided free under this Agreement (delivery will be 1 month after SATD Product launch date – Sponsors will be informed of the SATD Product launch date in advance).
- A 30% Discount will be provided to Sponsors for any Volume purchases (50 units or greater) made during the Sponsorship period.

2. Sponsor Obligations

The Sponsor agrees to pay the amount of £8,000 (plus VAT) to the Sponsored Party payable in two tranches as follows.

An amount of £4,000 (plus VAT) will be payable immediately upon execution of this Agreement upon production of an Invoice in this amount by the Sponsored Party. An amount of £4,000 (plus VAT) will be payable 30 Days after the date of the official Launch of the SATD Product upon production of an Invoice in this amount by the Sponsored Party on the date of Launch.

- £4,000 to be paid immediately following execution of this Agreement, upon production of Invoice by the Sponsored Party
- £4,000 to be paid 30 days after SATD Product Launch date, upon production of Invoice by the Sponsored Party
- Product Launch date is anticipated to occur in Q1 2020
- Product Launch date will be notified in writing to the Sponsor as soon as it is fixed
- Once Product Launch has occurred an Invoice for £4,000 will be raised and is payable within 30 days
- Failure to make the payments stated in this Agreement will constitute a breach and as such can result in this Agreement being terminated and the Sponsorship slot offered to another Party

3. Sponsor Trademarks and Materials

Subject to the terms and conditions of this Agreement, the Sponsor grants the Sponsored Party the right to use the Sponsor's trade names, logo designs, trademarks, and company descriptions precisely as provided by the Sponsor. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with the SATD Product. Sponsored Party agrees to use materials according to the Sponsor's trademark usage guidelines.

The Sponsor agrees to provide the following image materials for use within the SATD Product and for marketing and promotional purposes:

- Logo
- Business/Trade Name
- A Brief plus an Extended Description of Services and/or Goods provided
- Website URL

4. Indemnity

4.1 The Sponsor will indemnify, defend, and hold the Sponsored Party harmless from and against any claims relating directly or indirectly to, or arising out of, content posted on the Sponsor's respective website, use of Sponsor materials, or use of Sponsor's logos and trademarks.

4.2 The Sponsored Party will not be responsible for damage to or loss of property belonging to the Sponsor, its employees, contractors, or agents or for personal injury to the Sponsor's employees, contractors, agents, directors, or invitees except to the extent that claims may be solely and directly attributed to willful misconduct or gross negligence of the Sponsored Party and Sponsored Party's employees, directors, or officers.

5. Limitation of Liability

In no event shall either party be liable to the other party for any consequential, incidental, indirect, or punitive damages regardless of whether such liability results from breach of contract, breach of warranties, tort, strict liability, or otherwise.

6. Term and Termination

6.1 This Agreement will be valid for the initial period of 2 years commencing from the SATD Product Launch Date to be agreed.

6.2 The Sponsored Party may terminate this Agreement at any time for any reason. In the event that the Sponsored Party terminates this Agreement for any reason other than Sponsor's breach of Agreement, the Sponsored Party shall refund any fees received from the Sponsor.

6.3 The Sponsor may terminate this Agreement for breach of Agreement by the Sponsored Party after giving Sponsored Party at least ten (10) days prior written notice specifying the nature of the breach and giving the Sponsored Party at least twenty one (21) days to resolve such breach.

In witness whereof, the Sponsored Party and Sponsor hereby agree to enter into this Agreement on the day and year first written above by affixing their respective signatures below and confirm in doing so that they are authorized signatories of each party respectively.

Signature for the Sponsor

Signature for Changing-IT For Good Ltd

DATE

PRINT NAME and TITLE

PRINT NAME and TITLE

DATE