



# Exclusive License Agreement

Territory: Arizona

Date:



**Premise for the below terms for a territorial licensing agreement to own the rights to use, exploit and commercialize the iLamp economic engine.**

iLamp is not merely a product, but a detailed strategy that spawns an entire ecosystem of revenue generating activity.

Conflow Power Group (CPG) is the technology aggregator behind iLamp, who through global relationships with promotional and territorial licensees, technology providers, engineers, software developers, fintech platforms, banks, listing specialists, design studios, laboratories, property developers and hardware manufacturers has created a ecosystem spanning the globe based on the economic engine of iLamp. **iLamp is not merely a product, but a detailed strategy that spawns an entire ecosystem of revenue generating activity.**

Where the product known as iLamp may evolve, the strategy is fixed as providing high quality branded street lamps, with easily identifiable owners, where the energy generated, capabilities provided and rack space within the lamp is available to sell, for rental income or 'revenue' creating a world first revenue generating street lamp.

One of the key objectives is to fill the predesignated space within the pole with products, sensors, communication devices, services, modules and or apps. The models created around each of these, such as PaaS, iLamp App and Module stores, are made available to the licensee to exploit and integrate their own products that meet the iLamp Developer Pack Specification into the global network of licensees. This dynamic creates ever evolving products and revenue streams. This revenue ability allows for a listing on the ILOCX to sell both promotional licenses and territorial licenses as sub licenses within the territory covered by this document. This has the result of further expanding the potential and value of this license and is part of the economic engine designed and created by CPG, in partnership with the International Licensing Organisation (ILO) and its contract exchange tech platform ILOCX.

A commitment to high manufacturing and quality standards and a guarantee of backwards compatibility means even the most basic version of iLamp holds potential across its entire lifespan. As third-party modules and apps grow, these can be offered to the lamp holder for a charge, or a price may be offered to the lamp holder to house a module that benefits a third party, as in the case of communications and cell towers. A detailed manufacturers code of conduct is provided in the licensee's data room.

Conflow Power Group (CPG) grants comprehensive rights, enabling and encouraging sublicensing. This

grants the license holder a high degree of autonomy, flexibility while still being able to rely on crucial support from iLamp HQ in the form of supply lines and a Service Level Agreement, giving the licensee subsidised access to Conflow Power Groups fundraising, research, design, development, and technical support. This access is also available to sublicensees.

All of this is structured to ensure the licensee succeeds, with flexibility, ownership and support, ensuring that both parties interests are fully aligned.

This license and relationship with Conflow Power Group enables the licensee to quickly establish operations, get into revenue, raise capital and secure a solid valuation allowing the owners to remain in control and motivated to maintain the spirit of this agreement. The simplicity in the license agreement is structured to ensure it is unambiguous, clearly covering what the licensor is offering and what the licensee is buying, how that is to be paid, under what terms the parties interact and ensure the value of this document is secure and interpretations cannot be fashioned to upset the validity and performance of the agreement. Where there is a loan account with CPG or its nominees, these loan terms will be covered by the loan agreement. Where there is the need for manufacturing agreements, warranty agreements, indemnity on various parts of the business they will be covered in separate documentation to keep this license agreement clear and focused. This license agreement maybe changed or altered to accommodate an economic benefit where a clear economic benefit arises for the licensee. An example of this would be top down sales to national companies that seek to install iLamps in multiple locations and in some instances inside the territory covered by this agreement. Any national sales must benefit the licensee within their territory allowing for a reasonable commission payable to the national account provider. All agreements for any national accounts will be agreed separately from this license agreement.

#### **Upon signature of the Exclusive License Agreement:**

- Licensing assets will be transferred into the designated account on ILOCX.
- Sales documents and design files will be placed into the licensee's data room, these include wiring and connector specifications and diagrams. Fixings and component specifications. Software.
- Sublicensing will become available - each sub-territory has been valued, and a preliminary report and a lead capture website has been created displaying data on these areas and presenting core data to potential licensee's.



- Territory and sublicensing assets have been valued, with an in-depth report including features and benefits, market overview, sales information, opportunity size, valuations for each city and country. This information, dashboard, lead generating website for each territory and rights category will be available on the territories website, showcasing the benefits of iLamp, providing downloadable resources, and offering tools for potential business owners to start the sublicensing process and tools to manage leads.

- Phone service, email and CRM facilities will be created.

- ILOCX promotional license listing becomes available, and listings will be made available to sublicensee's, enabling licensee and sublicensee's to raise money and secure a valuation.

These services provided are covered by a separate agreement, namely the Conflow Power Group Service Level Agreement, purchase orders, sub-licensing agreements and the ILOCX Listing Agreement and Terms of Use.

In the interest of maintaining its robustness, this license agreement is both easy to read and understand, short, and focuses on the rights granted and responsibilities attached to those rights. Separate agreements will be made in regard to services provided, (Service Level Agreement), iLamp Orders (Warranties, Order Terms), ILOCX Listing (Listing Agreement, Terms of Use).

THIS AGREEMENT is entered into this \_\_\_\_\_ ("Effective Date"), between Conflow Power Group ("CPG"), a corporation organised and existing under the laws of the United Kingdom, with its principal place of business located at Suite 6203, 1-5 Irish Town, Impossi House, Gibraltar, GX11 1AA, UK ("Licensor"), and iLamp Arizona LLC, a company organised and existing under the laws of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_ ("Licensee").

## 1. TERRITORY

- 1.1 The license granted herein is limited to the territory of the US state of Arizona ("Territory"). Licensee agrees to not exercise any rights granted outside the Territory.

## 2. RIGHTS GRANTED

- 2.1 **Subject to the terms and conditions of this Agreement, and confined to the Territory, Licensor hereby grants to Licensee:**

- 2.1.1 Rights to manufacture, distribute, market, and sell Licensor's iLamp products
- 2.1.2 Rights to operate the iLamp App Store
- 2.1.3 Rights to operate the iLamp Module Store
- 2.1.4 Rights to operate PaaS
- 2.1.5 Rights to a supply line of up to 2,000 iLamp units per calendar month

## 3. QUALITY CONTROL AND AUDITS RELATING TO MANUFACTURING RIGHTS

- 3.1 Licensee agrees to maintain the quality of the products as per the specifications provided by Licensor in the document entitled "iLamp Specifications", "Brand Guide" and "Operating Manual". Licensor may conduct quality audits at its discretion to ensure compliance.
- 3.2 If Licensee intends to use a third-party manufacturer to produce the products, Licensee must notify CPG, providing the accurate name and complete address of the manufacturer and the products or components involved. Each manufacturer must meet the standards set out in the document "Conflow Power Group Code of Conduct for Manufacturers". CPG may also conduct compliance inspections of the manufacturer before production.

- 3.3 If any manufacturer fails to pass a compliance inspection, Licensee shall not continue to use that manufacturer for production.

## **4. REPORTING**

- 4.1 Licensee will provide full and accurate quarterly reports to Licensor, within 25 days after the end of each quarter, to Licensor detailing number of iLamp sales, PaaS revenues, Module and App Revenues, and Rack Space Revenues. Licensee shall preserve these records for a period of two (2) years after the expiration or termination of this Agreement, or for a period of seven (7) years, whichever is less.
- 4.2 Licensee acknowledges and agrees that Licensor shall have the right, during Licensee's normal business hours and for the sole purpose of verifying Licensee's reports under this Agreement to audit Licensee's books, records, and accounts related to the sales numbers for the purpose of verifying the accuracy of royalty calculations and ensuring compliance with this Agreement. Audits shall be conducted during reasonable business hours and with reasonable advance notice provided by the Licensor.
- 4.3 In the event that any audit identifies an underpayment or miscalculation of royalties by Licensee, Licensee shall promptly pay any outstanding amounts owed to Licensor, including any applicable interest or penalties as specified in this Agreement.
- 4.4 Licensee shall promptly resolve any errors or discrepancies identified during the audit process and take necessary corrective actions to ensure accurate royalty calculations going forward.
- 4.5 Licensor shall bear all costs associated with the audit, unless the audit reveals an underpayment or miscalculation by Licensee exceeding 5%, in which case Licensee shall reimburse Licensor for the reasonable costs incurred in conducting the audit.
- 4.6 If Licensee fails to maintain adequate records for any Royalty Payment Period, CPG will determine a reasonable amount of royalties owed based on the records maintained by Licensee and other reasonable assumptions deemed appropriate by CPG.
- 4.7 The audit rights of Licensor shall continue for a period of two (2) years, following the termination or expiration of this Agreement, with respect to royalties accrued and payable during such period.

## **5. COMPENSATION AND ROYALTIES RELATING TO ALL RIGHTS**

- 5.1 In consideration of the rights granted herein, Licensee shall pay Licensor a fee of \$20,000,000 USD

("License Fee") as disclosed in a separate writing between the parties.

5.2 Licensee shall pay a royalty of \$1,000 on the sale of each iLamp.

5.2b If there is a loan account (where there is a loan account) with CPG or its assignees still outstanding at the 5th anniversary of this agreement, CPG will have the right to buy back the license at the current valuation of Licensee based on 10x the last royalty paid on its promotional license sales or the selling price of the licenses listed on the ILOCX, whichever is the higher, CPG will be entitled to use the outstanding loan amount as part payment for the territory.

5.3 Licensee shall pay a royalty of 20% on all revenues derived from Power as a Service (PaaS), iLamp App Store, iLamp Module Store and Rack Space.

5.4 Payment of royalties must occur within thirty (30) days following Licensee's receipt of payment from third parties for the sale of Manufactured or Licensed Products.

5.5 Licensor shall be responsible for paying all income or similar taxes relating to its receipt of royalties and Licensee Fees.

5.6 Royalties or any other payments received by CPG after the due date shall bear interest at the rate of 10% per annum from the due date, or the maximum rate permitted by law, if less than 10%..

## **6. DEFAULT AND ACCELERATION**

6.1 A "Monetary Default" shall occur if the Licensee fails to pay the Licensor the agreed-upon royalties required by Section 5 of this Agreement within the specified payment period stated in Section 5.4, and such default continues for an additional thirty (30) days thereafter.

6.2 In the event of a Monetary Default, the Licensor shall provide the Licensee with a written notice of such Monetary Default. The Licensee will then have a period of fifteen (15) days from the receipt of the notice of Monetary Default ("Termination Date") to either (i) cure the Monetary Default by making all payments in full, including any applicable interest and penalties, if any, or (ii) reach an agreement with the Licensor on alternative terms for the repayment of the amounts due.

6.3 Failure to remedy the default within the time frame specified will result in termination of this license.

## **7. COMPLIANCE AND APPROVALS RELATING TO MARKETING & SALES RIGHTS**

7.1 All products, modifications, modules, marketing materials, websites and related content must be approved by the Licensor before use by the Licensee. Licensor shall provide its approval or request

modifications within a reasonable time not exceeding 5 business days.

- 7.2 Licensee shall obtain all necessary approvals in connection with any print, radio, internet, or television advertising authorised by the Licensor. Licensee represents and warrants that all advertising and promotional materials shall comply with all applicable laws and regulations. Licensee acknowledges that CPG's approval of materials for such advertising does not constitute or imply a representation or belief by CPG that such materials comply with any applicable laws. Ensuring compliance with all applicable laws and regulations shall be the sole responsibility of the Licensee.
- 7.3 The Licensee shall obtain or ensure that any sublicensee or other persons acting on their behalf obtain, all necessary local permits, insurances, and meet any local legal requirements in the carrying out of any operations related to the rights granted within this agreement.

## **8. TERM**

- 8.1 This Agreement will commence on the Effective Date and continue for a term of 50 years, unless terminated earlier in accordance with the terms of this Agreement.

## **9. INDEMNIFICATION**

- 9.1 Licensee shall indemnify, defend, and hold harmless Licensor from any claim, damage, liability, or expense arising out of Licensee's manufacturing, use, sale, marketing, or distribution of the licensed products.

## **10. PRODUCT COMPLIANCE**

- 10.1 Licensee shall ensure that all products manufactured and sold are in compliance with all applicable laws and regulations in the Territory.
- 10.2 Licensee shall also ensure that the products conform to any specified requirements or specifications communicated by CPG, such as iLamp's applicable design standards or specifications.
- 10.3 Licensee shall obtain all necessary approvals and certifications required for the manufacture, pricing, sale, and distribution of the products, including any print, radio, internet, or television advertising approvals authorised by CPG.
- 10.4 Licensee shall permit CPG's designated representatives to inspect testing and quality control records and procedures and to conduct product compliance tests, as deemed necessary by CPG.



However, CPG is not obligated to conduct such testing and inspection.

## **11. NON-COMPETE AGREEMENT**

- 11.1 The Licensee agrees that during the term of this Agreement and for a period of 5 years following the expiration or termination of this Agreement, the Licensee shall not, directly or indirectly, engage in any business activity that competes with the Licensor's iLamp products. This includes, but is not limited to, the manufacturing, marketing, or distribution of products or services that compete with the Licensor's iLamp products. This non-compete clause falls outside the FTC ruling which only covers unfair methods of non-compete agreements between workers and employers.
- 11.2 The non-compete restriction applies to the Licensee's direct activities as well as the activities conducted through agents, affiliates, or any third party acting on behalf of the Licensee.
- 11.3 Notwithstanding any other text contained herein, this non-compete clause shall not be construed to prohibit the Licensee from engaging in any business activity that is not competitive with the Licensor's business or from making investments in any competitive business as a passive investor where the Licensee holds less than a 5% interest in such business.
- 11.4 The obligations under this Section 11 shall survive the expiration or termination of this Agreement and shall be binding upon the Licensee, its successors, and assigns.
- 11.5 In the event of a breach or threatened breach by the Licensee of this Section 11, the Licensor shall be entitled to seek equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law or in equity.
- 11.6 If any portion of this non-compete clause is held to be invalid or unenforceable under the law of any jurisdiction, such portion shall be deemed modified to the minimum extent necessary to make it enforceable, and the remaining portions of this clause shall remain in full force and effect.

## **12. CONFIDENTIALITY**

- 12.1 Each party agrees to keep confidential all non-public information obtained from the other party during the term of this Agreement, unless required by law to disclose such information.

## **13. GOVERNING LAW**

- 13.1 This Agreement shall be governed by and interpreted in accordance with the laws of England and

Wales.

## **14. INTELLECTUAL PROPERTY RIGHTS**

- 14.1 The Licensor retains all rights, title, and interest in the intellectual property related to the licensed products. The Licensee is granted a license to use such intellectual property only to the extent necessary to manufacture, distribute, market, and sell the licensed products in Territory.
- 14.2 Neither Licensee nor any of Licensee's affiliates shall register or attempt to register copyrights in, or register as a trademark, service mark, design patent or industrial design, or business designation, any of the Intellectual Property or derivatives or adaptations thereof, or any word, symbol, or design that is so similar as to suggest association with or sponsorship by CPG or any of CPG's affiliates.
- 14.3 In the event of a breach of the above provision, Licensee agrees, at Licensee's expense and at CPG's request, to immediately terminate any unauthorized registration activity. Licensee shall promptly execute and deliver, or cause to be delivered, to CPG such assignments and other documents as CPG may require to terminate all rights to the registrations, patents, or applications involved.

## **15. REPRESENTATIONS AND WARRANTIES**

- 15.1 Each party represents and warrants to the other that it has the full right, power, and authority to enter into this Agreement, to grant the rights granted herein and to perform fully all of its obligations in this Agreement.

## **16. TERMINATION**

- 16.1 This Agreement may be terminated by either party upon written notice if the other party materially breaches this Agreement and fails to cure such breach within 30 days of receipt of the notice.

## **17. DISPUTE RESOLUTION**

- 17.1 If a dispute cannot be resolved by the parties within 7 days of the dispute arising, the dispute may be referred by either party to the process of dispute mediation or online commercial arbitration administered by JAMS, Inc. pursuant to its Streamlined Arbitration Rules and Procedures (the "Rules") or any other online dispute resolution (ODR) centre agreed upon between the parties. The mediation or arbitration rules shall be nominated by the mediator or the arbitrator.



**18. FORCE MAJEURE**

18.1 Neither party will be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CONFLOW POWER GROUP**

Names:

Names:

Signed : .....

Signed : .....

Position :

Position :

Dated :

Dated :