

**iLamp Texas and
Conflow Power Group Ltd
Licensing Agreement Terms and Overarching Agreement**

Parties: Conflow Power Group Ltd and Bergen Living Trust 1/8/96

DEFINITIONS:

CONFLOW POWER GROUP LTD (“Licensor” or “CPG”): a corporation organized under the laws of the UK, that has aggregated an adaptable set of complementary technologies that produces a modular street lighting system called iLamp (defined below).

iLamp: a revenue generating smart streetlight for homeowners, small businesses, developments, villages, towns, and cities. The features include, Solar and Led Lighting, 24/7 360 camera, Auto-Lighting and dimming, total off grid or with the grid as a backup feature subject to local power company approved invertors, WIFI, as well as many other features in development and supplied by third parties on a continual basis.

ILAMP TEXAS (“Licensee”): a company to be formed in Texas by Bergen Living Trust 1/8/96 or its affiliates with the purpose of buying a license from ConFlow Power to distribute the iLamp Product in the Territory (defined below). It is understood and agreed that The Bergen Living Trust has no liability beyond the elements within this agreement and cannot be held liable and will not be held liable for any performance of this agreement or subsequent agreements. For clarity, after the option and deposit totaling 400,000 USD is concluded the Bergan Living trust will form iLamp Texas LLC and agreements will vest within that separate legal entity.

License: an exclusive right to sell, distribute, and market the iLamp within the Territory. This license includes the unilateral and exclusive authority to sublicense the rights to sell and distribute the iLamp to third parties within a defined portion of the Territory. (see full License agreement)

Territory: State of Texas.

Term: 50 years from the date of the Exclusive License Agreement between Licensor and Licensee.

Terms:

For consideration defined below, Licensor will grant to Licensee the exclusive right to manufacture components where applicable and to standards agreed within the license, to distribute, market, and sell the iLamp throughout the Territory during the Term.

1. (A). As consideration of this license the Licensee (iLamp Texas LLC) will pay the Licensor a License Fee of \$20,000,000 USD ("License Fee") payable as One Hundred Thousand Dollars (\$100,000) in cash at the signing of this agreement and the pledge of the "Bergen Living Trust" ILOCX account numbered 63c83423862a1b2ffe3881f0, which has an agreed value of Three Hundred Thousand Dollars (\$300,000).

1. (B). The remaining balance of the License Fee will be paid from any monies generated or raised by the Licensee from sub-license sales, stock or other equity sales or ILO sales, in such amounts as determined by the license holder with a minimum of 50% from any equity raised, 50% of any sub license territories sold, in the absence of any equity sales or sub license sales the repayment will be 10% of profits, until the license is paid in full then the only royalty is \$1000 per iLamp sold, all costs of goods net prices will be passed onto the license holder from Conflow Power's manufacturing partners.

2. In addition, during the Term, Licensee shall pay Licensor a royalty of \$1,000 per iLamp sold by Licensee to third parties, the payment will be made within 30 days from Licensee's receipt of funds.

This agreement forms the spirit of the agreement between the parties, the Licensor hereby confirms to the Licensee that the iLamp is fully functional and ready for commercial sale and use. The Licensor further confirms that upon the signature and payment called for in this agreement it will furnish a signed license agreement pending the company formation and will always agree factors that are to the benefit of iLamp Texas and iLamp HQ as the relationship's interests are aligned.

As part of this agreement I attach the step by step plan which is Appendix A.

Dated May 1st 2024

Bergen Living Trust 1/8/96

DocuSigned by:
Delmar Bergen
76E8B9B32A4341A...
Delmar Bergen-Trustee.

5/2/2024
Date

Conflow Power Group Ltd

DocuSigned by:
Edward Fitzpatrick
6C9349637FD2478...
Edward Fitzpatrick.

5/2/2024
Date