



Exclusive
Option for
Licensing
iLamp in
Germany

"The Power Sector is a \$5 Trillion giant, with 85% of it running on fossil fuels. Most electricity is generated this way and therefore fire is still at the heart of this industry. Back in 1975, solar cost \$100 per watt. Now it's 19c. It has gone from being utterly noncompetitive to the most cost effective form of electricity in the world. Yet, we can do better"

Edward Fitzpatrick (CEO CPG)

Exclusive Option for a Key Territorial License

(the "Agreement") made and entered into this _____,
(the "Execution Date"),

BETWEEN:

Name: Charles van Musscher (CVM)

Address: 34/25 The Master Centrum, Sukhumvit Soi 21, Klongtoey Nua, Wattana, Bangkok 10110

And

Name: ConFlow Power Group Ltd (CPG)

Address: 23 Northumberland Avenue, London, WC2N 5AP

BACKGROUND:

- A. CVM wishes to acquire exclusive rights to sell and distribute iLamp in the Germany
- B. This Agreement sets out the pre-terms and conditions governing this association.

"The crises in California and Texas are different in scale and severity. One faced fire, the other an ice storm. But experts say the power outages in both states make one thing clear: neither is prepared for the chaos of the climate crisis"

The Guardian

"The U.K. power market is showing signs of strain. For the fourth time this winter National Grid Plc warned that the buffer needed to ensure security of supply and keep the lights on was too small"

Bloomberg

IN CONSIDERATION OF an option fee to be settled in unit purchases of iLamp at ILOCX.COM , as a prepayment to the ultimate license fee for Germany: The parties herein agree to a pre-licensing agreement which may be announced and formally accepted as an exclusive option to acquire the territory of Germany. This pre-licensing agreement will last until the full license is agreed or 6 months from the date of this agreement (unless negotiations continue in good faith)

1. By this Agreement the parties agree to negotiate in good faith the sale and purchase of exclusive territorial licensing terms for all ConFlow Power's products, technology, and services for the territory of Germany

Purpose

2. "Products" means the ConFlow Power Systems and any auxiliary or complimentary products, devices or technologies of which Licensor or one of its affiliates or subsidiaries has licensing rights and such modifications or changes to such Products or any future products developed by Licensor

This document is a framework for the planning, set up and operations in Germany. CVM will form a local company which will become the license holder.

3. The parties will agree to time frames, exclusivity and supply chain management
4. It will also covers the license fee, structure and expectations

5. The Members continue to operate a separate business with a shared goal but with no pooling of profits or losses. Each party keeps their accounting records separate and there are no registration requirements.

Term

6. The duration of this agreement will begin on a just-in-time basis. When all issues are finalized, the agreement will commence allowing the Germany business to 'hit the ground running'
7. The objective is to agree and execute terms for the Ultimate License Agreement (ULA) for Germany.
8. Communications and working relationships between ConFlow and CVM will remain trusting, open and transparent at all times throughout this and subsequent agreement/s.
9. Conflow Power Group Limited owns iLamp 100% and is therefore one of the technologies owned by Conflow albeit the focus of this agreement. The Ultimate License Holder will be able to represent and sell any and all technologies, products or services owned or controlled by CPG including future advancements and acquisitions.
10. The Management Committee will consist of one representative (the "Representative") for each Member unless otherwise agreed by all the Members in writing. Each Representative will have the authority to bind their respective Member in decisions relating to the license agreement. Each Member may replace its Representative or appoint a temporary alternate at its own discretion on reasonable notice to the remaining Members.

11. The main elements of the ULA are price paid now and price deferred using the promissory note, the management and their roles, the start date and the first pilot project. All of these must be agreed to and in place prior to signing of the ULA.
12. A manager or managers may be appointed by the Management Committee where necessary or desirable. Duties of the managers will be determined by the Management Committee.

Management Duties

13. The executive management teams of both Members will be the primarily entities responsible for the Contract Oversight. They will be responsible for day-to-day management and administration of the Contract. Each Member will have the right to visit the Contract site to evaluate the Contract performance. These are signatories of this agreement until changed post the issuance of the ULA.



14. Except as otherwise specified in this agreement, the duties and obligations of the Management Committee in relation to the Venture will include the following:
- Managing the day-to-day business;
 - Monitoring, controlling and directing the financial, business and operational affairs;
 - Overseeing any jobsite;
 - Proper maintenance of books of account and financial records according to accepted accounting practices;
 - Monitoring, analyzing and acting on all issues over which it would have express or implied authority according to this Agreement; and
 - All responsibilities attached to hiring of production and administration staff including any required labor negotiations, and all responsibilities attached to hiring of third party contractors. The license holder will, for both parties, allow for a blended pool of labor employees to in achieving the goals of this localized expansion.
 - Each party are responsible for the expenditure of their own costs and any costs mentioned herein are a guide to that end.



Member Duties

15. Each Member will be responsible for its respective duties as follows:

Member	Duties Description
CVM	Establish the company and its local partners, bring in capital if required and identify the first project to act as the pilot for Germany
ConFlow	<p>iLamp will provide all options and updated models as and when available via a linked web shop as found on https://ilamp.com/product/ilamp/</p> <p>We can also provide a suitable web presence</p> <ul style="list-style-type: none"> • Off Grid Installation • Self Powered • Energy Saving Lighting • Control Hub <p>Choose a model Choose between Lighting only, Monitoring and Drone Ready</p> <div> <p>Lighting Only \$5,300</p> <p>Smart, Self Powered, Automatic Street Lighting</p> <p>\$0 /y Potential Revenue \$1,100 /y Cost Saved</p> </div> <div> <p>Monitoring \$8,200</p> <p>Base model + 360 camera, audio, weather station, wi-fi hotspot, air quality monitor</p> <p>\$2,000 /y Potential Revenue \$1,100 /y Cost Saved</p> </div> <div> <p>Drone Ready \$12,500</p> <p>Monitoring + Drone Charging Landing Pad</p> <p>\$2,000+ /y Potential Revenue \$1,100 /y Cost Saved</p> </div>

16. Duties of Members may be amended, from time to time, by decision of the Members, provided that the Members' interests are not affected except with the unanimous consent of the Members.

Performance of Work Reports

17. The executive management team from both Members will describe how it is meeting the applicable performance of work requirements for the Contract by a minimum of quarterly reporting by each Member, explaining how the performance of work requirements are being met for the contract.

Next Steps

- 18.
- Agree PL purchase of iLamp ILO units
 - Draft the ULA and Promissory Note
 - Agree terms for split of deferred/upfront fee
 - Send sample pole to Germany
 - Agree first project
 - Manage supply chain
 - Sign ULA just in time to match first project

Bank Account

19. The operating account ("Operating Account") for this license holder shall be set up separately. All payments due under the agreement shall be made into the Operating Account for each party, and all expenses incurred by each party shall be paid out individually.

Resources

20. Major equipment, facilities and all other resources will be furnished separately, each Member operating independently.

Liabilities

21. CVM is only responsible and liable for issues that may arise from its assembly and its associated components. ConFlow is responsible and liable for issues that may arise from their products.

Member Meetings

22. Regular Member meetings will be held only as required. Minutes of the meetings will be maintained on file.
23. Any Member can call a special meeting to resolve urgent issues that require a vote and that cannot wait for the next regularly scheduled meeting. When calling a special meeting, all Members must be provided with reasonable notice. Where a special meeting has been called, the meeting will be restricted to the specific purpose for which the meeting was called. If this is abused for non-urgent matters, either member can demand reasons for urgent meetings to assess the need for such meetings.

24. All meetings will be held at a time and in a location that is reasonable, convenient and practical considering the situation of all Members.
25. Any vote required by the Members will be determined such that each Member receives one vote carrying equal weight. Each member has one vote.

Amendments

26. This Agreement may be amended only with the unanimous consent of all Members.

Admitting a new Member

27. New Members may be admitted into the agreement only with the unanimous consent of the existing Members. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed or required for this admission. Any sub license holder will receive a business interest as determined by all other Members.



Dissociation of a Member

28. Where a Member is in breach of this Agreement and that Member has not remedied the breach on notice from the Venture and after a reasonable period then the remaining Members will have the right to terminate this Agreement with regard to that individual defaulting Member (an "Involuntary Withdrawal")
29. If the Venture is harmed as the result of an individual Member's action or failure to act, then that individual Member will be liable for that harm. If more than one Member is at fault then they will be jointly and severally liable for that harm. As each member has a declared benefit to perform under this venture any claim arising from this clause will be settled by legal arbitration if a resolution cannot be found between the members.
30. Each Member will offer remedy to the remaining Members against all losses, costs and claims that may arise in the event of the agreement being terminated as a result of breach of the Agreement by that Member. This dispute will also require arbitration.
31. If a Member is placed in bankruptcy, or withdraws voluntarily from the Venture, or if there is an Operation of Law against a Member, the venture will terminate.
32. Distribution of any amount owing to a dissociated Member will be made according to the accounting performed at such time to cover any fees due to the outgoing member.



Dissolution of the License Agreement

33. The Agreement will be dissolved in the event of any of the following:
- a. the Term expires and is not extended;
 - b. a unanimous vote by the Members to dissolve the License;
 - c. on satisfaction of the Purpose;
 - d. loss or incapacity through any means of substantially all of the Venture's assets; or
 - e. where only one Member remains.

Liquidation

34. On dissolution, the Venture will be liquidated promptly and within a reasonable time.
35. On the liquidation of the Venture assets, distribution of any amounts to Members will be made in proportion to their respective input in terms of assets or as otherwise may be agreed in writing.

Valuation of Interest

36. Each member will have the benefit of the License Agreement within their own formal entity and the value of this venture will be in the value of the license fee paid and the performance of the ventures activity.
37. Should the parties contribute an asset jointly or agree to own new IP or trademarks jointly, the member will agree on the dissolution of this agreement to cancel such assets or co-own them under a separate written agreement. If agreement cannot be reached, an arbitration will be scheduled within a reasonable time frame and agreed by the parties.

"Creativity is the power to connect the seemingly unconnected"

"My brain is only a receiver, in the Universe there is a core from which we obtain knowledge, strength and inspiration"

Nikola Tesla

Transfer of Member Interest

38. The rights and obligations of either party under this Agreement may not be assigned without prior written consent of the other party. The License Holder may not assign their proprietary assets and their rights. Such assignment will only include that Member's economic rights and interests and will not include any other rights of that Member nor will it include an automatic admission as a Member or the right to exercise any management or voting interests. A Member who wishes to assign any or all of their Venture interest to any third party will relinquish their status as Member including all management and voting rights. Assignment of Member status, under this clause, including any management and voting interests, will require the consent of all the remaining Members.

Management Voting

39. Any management vote required will be determined such that each Representative receives one vote carrying equal weight unless otherwise agreed by all the Members.

Force Majeure

40. A Member will be free of liability where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure. Where the Member has communicated the circumstance of that event to any and all other Members and taken any and all appropriate action to mitigate that event. Force majeure will include, but not be limited to, earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event.

Duty of Loyalty

41. This is a pre-license agreement with a view to obtaining a fully exclusive license for substantial technology and IP for exploitation in South Korea. Both members are entitled to go about their own core business as they see fit with a degree of loyalty to the other member within this agreement. Both parties agree herein to not directly compete in each other parties core business whilst this agreement is in force. Any direct competition in the core business of either member would be considered a pure breach and all legal remedies to the harmed party would be available to satisfy any damages caused by this breach.
42. A dissociated or withdrawing Member will not carry on a similar business within any established or contemplated market regions for a period of at least one year from the date of dissociation or withdrawal.

Confidentiality

43. All matters relating to this Agreement and the Venture will be treated by the Members as confidential and no Member will disclose or allow to be disclosed, any matter or matters, directly or indirectly, to any third party without the prior written approval of all Members except where the information properly comes into the public domain or is required by law.
44. This section will survive for one year after the expiration or termination of this Agreement or dissolution of the license.

Language

45. The Members expressly state that the English language is to be the language of choice for this Agreement and all other notices and agreements required by the Venture.



Insurance

46. Each party is free to insure all its assets against loss where reasonable and standard practice in the industry.

Indemnification

47. Each Member will be indemnified and be held harmless from any and all harm or damages of any nature relating to the Member's participation in affairs except where such harm or damages results from gross negligence or willful misconduct on the part of the Member.

Liability

48. No Member will be liable to any other Member for any error in judgment or any act or failure to act where made in good faith. The Member will be liable for any and all acts or failures to act resulting from gross negligence or willful misconduct.

Liability Insurance

49. The Venture may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest against any liability asserted against them or incurred by them while acting in good faith.

Covenant of Good Faith

50. Members will use their best efforts, fairly and in good faith to facilitate the success of this agreement.

Full Disclosure

51. It is acknowledged that each Member is a distinct business entity and will constantly have financial and business interests outside the License.

Joint Venture Property

52. Where allowed by statute, title to all property when agreed in writing as such assets arise, including intellectual property, will remain in the name of the contributing member.

Jurisdiction

53. The Members submit to the jurisdiction of the courts of the UK England and Wales for the enforcement of this Agreement in the case of a breach. For any arbitration the parties agree to an independent international arbitration group for any award or decision arising from this agreement.

Mediation and Arbitration

54. In the event a dispute arises out of, or in connection with, this Agreement, the Members will attempt to resolve the dispute through friendly consultation.
55. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with international law.

Warranties

56. All Members represent and warrant that they have all authority, licenses and permits to execute and perform this Agreement and their obligations under this Agreement and that the representative of each Member has been fully authorized to execute this Agreement.
57. Each Member represents and warrants that this Agreement is not in violation of any and all agreements and constitutional documents of the individual Member.

Definitions

58. For the purpose of this Agreement, the following terms are defined as follows:
- a. **"Majority Vote"** A Majority Vote is any amount greater than one-half of the authorized votes. There are 2 votes. One vote each.
 - b. **"Operation of Law"** The Operation of Law means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including but not limited to an assignment for the benefit of creditors, a divorce, or a bankruptcy.



Miscellaneous

59. This Venture is termed a contractual pre-licensing agreement without separate legal entity and with individual roles and responsibilities by each contributing member, and will not constitute a partnership. Members will provide services to one another on an arm's length basis while remaining independent business entities. There will be no pooling of profits and losses. Each Member is responsible only for its own actions and no Member is an agent for any other Member. Members will not be jointly or severally liable for the actions of the other Members.
60. Time is of the essence in this Agreement.
61. This Agreement must be executed in full. Digital signatures are binding and are considered to be original signatures.
62. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
63. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
64. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any Member in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the Members.
65. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
66. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
67. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.
68. CPG will provide a draft full licensing agreement and promisory note structure at the closing of this agreement to be considered and agreed by both parties. The units purchased are secured against iLamp ILO units and as such are not refundable. They hold their own value and can be held, sold or traded without restriction by CVM.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on 10th March 2022

Mr Charles van Musscher,

Signature of Authorised Officer

Print Name:

Position with Company: CEO

ConFlow Power Group Ltd.



Signature of Authorised Officer

Print Name: Edward Fitzpatrick

Position with Company: CEO



Pre-Licensing Agreement

Charles van Musscher
and
ConFlow Power Group Ltd.



CONFLOW

— P O W E R —

www.confloppower.com

www.iLamp.com