



# iLamp Theme Parks

Premise for the Below Terms for a **Theme Park Licensing Agreement** to Own the Rights to Use, Exploit, and Commercialize the iLamp Economic Engine Exclusively for Theme Park Applications. iLamp is not merely a product, but a comprehensive strategy designed to cultivate an entire ecosystem of revenue-generating activities, specifically tailored to enhance and support theme parks across the United States.

Conflow Power Group (CPG) is the technology aggregator behind iLamp, establishing a nationwide ecosystem through strategic partnerships with theme park licensees, technology providers, engineers, software developers, fintech platforms, banks, design studios, laboratories, entertainment contractors, and hardware manufacturers.

The unifying force of this network is the iLamp economic engine, which serves as the foundation for innovative revenue opportunities within the theme park industry. While the product known as iLamp may evolve, the core strategy remains steadfast: deliver high-quality, branded street lamps or "smart poles" that generate their own energy and provide modular rack space for a variety of sensors, communication devices, and other third-party modules. These features transform a standard lamp into a dynamic, revenue-generating asset, enabling income through hosting fees,

Power-as-a-Service (PaaS), applications, module leasing, and more. Enhanced Module Offerings: To cater specifically to the unique needs of theme parks, the iLamp platform supports a diverse range of specialized modules, including but not limited to: Virtual Queuing: Streamline guest experiences by managing ride and attraction queues

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virtually, reducing wait times and enhancing overall satisfaction. Interactive Maps: Provide guests with real-time, interactive maps to navigate the park efficiently, locate attractions, dining, and facilities with ease. Ticketing/Payment Kiosks: Facilitate seamless ticket purchases and payments for various services and products within the park. WiFi Hotspots: Ensure robust and widespread wireless internet coverage throughout the park, enhancing connectivity for guests and operations. Augmented Reality Modules: Enhance guest engagement through immersive augmented reality experiences integrated into their visit. Crowd Sensors: Monitor and manage guest flow and crowd density to optimize safety and operational efficiency. Environmental Monitors: Track environmental conditions such as temperature, humidity, and air quality to maintain a comfortable and safe environment. Emergency Response Systems: Provide immediate and efficient emergency communication and response capabilities to ensure guest safety. Advertising Modules: Generate additional revenue through targeted advertising opportunities displayed on smart poles. Charging Stations: Offer convenient charging solutions for guests' mobile devices, enhancing their overall experience. Ride Integration Systems: Seamlessly integrate with ride control systems to provide real-time updates, maintenance alerts, and operational data. These specialized modules, along with any other theme park-specific enhancements, empower theme parks to deliver exceptional guest experiences while creating multiple streams of revenue. License holders gain access to the iLamp Add Store and Module Stores, as well as the specification set (iLamp Developer Pack) that guides the integration of these new products and services into the iLamp network. This ensures that the platform remains adaptable and continuously evolving to meet the dynamic demands of the theme park industry. A commitment to high manufacturing and quality standards, coupled with a guarantee of backwards compatibility, ensures that even the most basic version of iLamp can leverage new apps and modules throughout its lifecycle. These modules may be developed by third parties aiming to deploy innovative technologies such as interactive displays, security systems, guest experience enhancements, and more, willing to pay for space within each iLamp unit. A detailed manufacturer's code of conduct and compliance guidelines are provided in the licensee's data room to maintain consistency and quality across all deployments. Conflow Power Group (CPG) grants comprehensive rights, including the ability to sub-license under theme park guidelines. This structure provides the license holder with both flexibility and autonomy while still benefiting from iLamp HQ supply lines and service level support. Additionally, licensees gain subsidized access to Conflow Power Group's fundraising mechanisms, research, design, development, and technical assistance. This ensures that both parties' interests remain aligned, driving continued innovation and widespread adoption of iLamp within theme park environments. This licensing agreement and the partnership with Conflow Power Group enable the licensee to rapidly establish operations, generate revenue, attract investment, and secure a robust valuation, all while retaining control and protecting the spirit of the agreement. The simplicity of the license agreement clarifies the mutual obligations: what the licensor is providing, what the licensee is

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purchasing, how payments are made, and the performance expectations. Where additional specifics, such as loan terms, manufacturing agreements, warranties, or indemnities are needed, they will be addressed in separate documentation to keep the license itself straightforward. Likewise, national or overarching sales to large theme park customers that impact multiple facilities will be handled via additional agreements, always ensuring the licensee benefits under these expanded deployments.

**THEME PARK LICENSE AGREEMENT**

THIS AGREEMENT (the "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_, ("Effective Date"), by and between: Conflow Power Group ("CPG"), a corporation organized 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, a company organized and existing under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_ ("Licensee").

WHEREAS, Licensor has developed and owns certain intellectual property rights in and to the iLamp platform, including but not limited to its hardware, software, smart-pole variants, Power-as-a-Service (PaaS) offerings, Add Store, Module Store, and other associated revenue-generating features;

WHEREAS, Licensee desires to obtain a Theme Park License to manufacture, distribute, market, and sell iLamp units (including any streetlight and/or smart-pole variants) strictly for use by theme parks within the United States, as further described below; and

WHEREAS, Licensor is willing to grant such rights, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

**1. THEME PARK ONLY SCOPE**

**1.1 Scope of License** The license granted under this Agreement is strictly limited to sales, deployments, and use of iLamp products by theme parks within the United States (collectively, the "Theme Park Market"). Licensee shall not manufacture, distribute, market, or sell iLamp products to any other customers, industries, or geographies under this Agreement unless Licensor gives prior written approval for additional scopes or markets.

**1.2 No Other Markets** This Agreement does not grant Licensee any rights to sell iLamp products to commercial, private, or non-theme park governmental entities.

**1.3 Theme Park-Related Contracts** Licensee is authorized to enter into subcontracts, supply agreements, or RFP/RFQ processes involving theme parks, provided such contracts fully comply with all terms of this Agreement.

**2. RIGHTS GRANTED**

**2.1 Theme Park License Grant** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a Theme Park License, which includes:

- The right to manufacture, distribute, market, and sell Licensor's iLamp products (streetlight and smart-pole variants) strictly to theme parks within the United States.
- The right to operate the iLamp Add Store for the Theme Park Market.
- The right to operate the iLamp Module Store for theme park-related sensor modules, interactive displays, guest experience enhancements, or other third-party integrations, specifically tailored for theme parks.
- The right to operate iLamp's Power-as-a-Service (PaaS) model for theme park-related deployments.

**2.2 Supply Line Guarantee**

**Base Supply Guarantee:** Licensor guarantees a minimum production and supply capacity of

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4,000 (four thousand) iLamp units per month, commencing from the Effective Date of this Agreement, irrespective of order volume.

**Scalability of Supply:** If the Licensee's average monthly order quantity exceeds 4,000 units, Licensor shall increase production capacity in the following month to accommodate demand, calculated as follows:  $\text{Monthly Supply Capacity} = 4,000 + (\text{Average Monthly Orders}) + (20\% \text{ of Average Monthly Orders})$  This ensures a structured and scalable increase in supply while allowing Licensee to meet growing demand.

**Adjustment Period:** Licensor shall have a 30-day (thirty-day) adjustment period to scale manufacturing accordingly. If order volumes continue to increase, Licensor shall continue scaling in line with this formula on a rolling monthly basis.

**Production Constraints:** While Licensor shall make commercially reasonable efforts to meet increased demand, the Parties acknowledge that unforeseen circumstances (e.g., supply chain disruptions, material shortages, regulatory constraints) may impact scalability. In such cases, Licensor shall provide written notice to Licensee outlining expected delays and proposed mitigation measures.

**Demand Forecasting:** To facilitate smooth scaling, Licensee agrees to provide Licensor with a rolling 90-day (ninety-day) forecast of anticipated order volumes to assist in production planning and ensure continued availability of supply.

This Agreement is territorially restricted to the United States. All sales and deployments must remain strictly within the United States.

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

#### 3.1 Specifications & Brand Compliance

Licensee agrees to maintain the quality of the products per the specifications provided by Licensor, including but not limited to the "iLamp Specifications," "Brand Guide," and "Operating Manual." Licensor may conduct quality audits at its discretion to ensure compliance.

#### 3.2 Third-Party Manufacturers

If Licensee intends to use a third-party manufacturer to produce the products, Licensee must notify Licensor, 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 Licensor's "Conflow Power Group Code of Conduct for Manufacturers." Licensor may conduct compliance inspections of any third-party manufacturer before or during production.

#### 3.3 Non-Compliant Manufacturers

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

### 4. REPORTING

#### 4.1 Quarterly Reports

Licensee will provide full and accurate quarterly reports to Licensor, within 25 days after the end of each quarter, detailing the number of iLamp sales or deployments, PaaS revenues, Module and App revenues, and Rack Space revenues, all strictly related to theme park contracts. 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 Audit Rights

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 and revenues 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

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reasonable advance notice provided by Licensor.

**4.3 Underpayment & Penalties**In the event 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.

**4.4 Corrective Actions**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 Audit Costs**Licensor shall bear all costs associated with the audit, unless the audit reveals an underpayment or miscalculation by Licensee exceeding five percent (5%), in which case Licensee shall reimburse Licensor for the reasonable costs incurred in conducting the audit.

**4.6 Failure to Maintain Adequate Records**If Licensee fails to maintain adequate records for any royalty payment period, Licensor will determine a reasonable amount of royalties owed based on the records maintained by Licensee and other reasonable assumptions deemed appropriate by Licensor.

**4.7 Survival of Audit Rights**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 License Fee**In consideration of the rights granted herein, Licensee shall pay Licensor a fee of USD \$ (‘‘License Fee’’), as disclosed in a separate writing between the parties.

**5.2 Per-Unit Royalty**Licensee shall pay a royalty of USD \$1,000 on the sale of each iLamp unit.

**5.2(b) Buy-Back Right**If there is a loan account with CPG (or its assignees) still outstanding at the anniversary of this Agreement, CPG will have the right to buy back the license at the current valuation of Licensee based on . CPG will be entitled to use the outstanding loan amount as part payment for the buy-back.

**5.3 Revenue-Based Royalties**Licensee shall pay a royalty of twenty percent (20%) on all revenues derived from Power as a Service (PaaS), the iLamp Add Store, the iLamp Module Store, and Rack Space, strictly related to theme park applications.

**5.4 Timing of Royalty Payments**Payment of royalties must occur within thirty (30) days following Licensee’s receipt of payment from third parties for the sale or deployment of Manufactured or Licensed Products under theme park-related contracts.

**5.5 Tax Obligations**Licensor shall be responsible for paying all income or similar taxes relating to its receipt of royalties and the License Fee.

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

**6. DEFAULT AND ACCELERATION**

**6.1 Monetary Default**A ‘‘Monetary Default’’ shall occur if 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 Cure Period**In the event of a Monetary Default, Licensor shall provide Licensee with a written notice of such Monetary Default. 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, or (ii) reach an agreement with

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Licensors on alternative terms for repayment.6.3 Effect of Non-Cure Failure to remedy the default within the time frame specified will result in termination of this Agreement.7. COMPLIANCE AND APPROVALS RELATING TO MARKETING & SALES RIGHTS7.1 Pre-Approval of Materials All products, modifications, modules, marketing materials, websites, and related content must be approved by Licensor before use by Licensee. Licensor shall provide its approval or request modifications within a reasonable time not exceeding five (5) business days.7.2 Advertising Compliance Licensee shall obtain all necessary approvals in connection with any print, radio, internet, or television advertising authorized by 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 does not constitute or imply a representation by CPG that such materials comply with applicable laws. Ensuring such compliance shall be the sole responsibility of Licensee.7.3 Permits and Requirements Licensee shall obtain or ensure that any sublicensee or other persons acting on their behalf obtain all necessary permits, insurance, and meet any local or federal legal requirements in connection with exercising the theme park-related rights granted under this Agreement.8. TERM8.1 Duration This Agreement will commence on the Effective Date and continue for a term of fifty (50) years, unless terminated earlier in accordance with the terms of this Agreement.9. INDEMNIFICATION9.1 Indemnification by Licensee 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 for theme park purposes, including any claims arising from the Licensee's sub-licensees or theme park partners.10. PRODUCT COMPLIANCE10.1 Regulatory Compliance Licensee shall ensure that all products manufactured and sold are in compliance with all applicable U.S. laws and regulations regarding theme park-related sales, including any procurement rules, safety standards, and federal contracting standards.10.2 Conformance to Standards Licensee shall also ensure that the products conform to any specified requirements or specifications communicated by CPG, including iLamp's applicable design standards or specifications.10.3 Approvals & Certifications Licensee shall obtain all necessary approvals and certifications required for the manufacture, pricing, sale, and distribution of the products, including any approvals for advertising authorized by CPG.10.4 Inspection Rights 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 AGREEMENT11.1 Scope During the term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement, Licensee shall not, directly or indirectly, engage in any business activity that competes with the Licensor's iLamp products in the theme park sector. This non-compete clause is intended for commercial and investment contexts and does not conflict with any U.S. Federal Trade Commission rulings regarding employer-employee non-compete agreements.11.2 Applicability This non-compete restriction applies to

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Licensee's direct activities as well as activities conducted through agents, affiliates, or any third party acting on behalf of Licensee.

**11.3 Passive Investments** Nothing herein shall prohibit Licensee from engaging in a non-competitive business or from making passive investments (i.e., owning less than a 5% interest) in any competing business.

**11.4 Survival** The obligations under this Section shall survive the expiration or termination of this Agreement and shall be binding upon Licensee, its successors, and assigns.

**11.5 Remedies** In the event of a breach or threatened breach by Licensee of this Section, Licensor shall be entitled to seek equitable relief (e.g., injunction, specific performance) in addition to all other remedies available at law or in equity.

**11.6 Severability** 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 Confidential Information** 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. Confidential information includes, but is not limited to, technical specifications, future product plans, financial data, deployment details, and module development roadmaps.

**13. GOVERNING LAW**

**13.1 Choice of Law** This Agreement shall be governed by and interpreted in accordance with the laws of the State of [State], without regard to conflict of laws principles.

**14. INTELLECTUAL PROPERTY RIGHTS**

**14.1 Ownership** Licensor retains all rights, title, and interest in the intellectual property related to the licensed products. Licensee is granted a license to use such intellectual property only to the extent necessary to manufacture, distribute, market, and sell the licensed products strictly to theme parks within the United States.

**14.2 Prohibited Registrations** 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, 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 Licensor.

**14.3 Remedy for Unauthorized Registrations** In the event of a breach of the above provision, Licensee agrees, at its own expense and at Licensor's request, to immediately terminate any unauthorized registration activity. Licensee shall promptly execute and deliver, or cause to be delivered, to Licensor such assignments and other documents as Licensor may require to terminate all rights to the registrations, patents, or applications involved.

**15. REPRESENTATIONS AND WARRANTIES**

**15.1 Authority** 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 Material Breach** 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 thirty (30) days of receipt of the notice of breach.

**17. DISPUTE RESOLUTION**

**17.1 Mediation / Arbitration** If a dispute cannot be resolved by the parties within seven (7) days of the dispute arising, either party may refer the dispute to mediation or online commercial arbitration

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administered by JAMS, Inc. pursuant to its Streamlined Arbitration Rules and Procedures ("Rules"), or to another online dispute resolution (ODR) provider agreed upon by the parties. The rules for mediation or arbitration shall be nominated by the mediator or arbitrator.18. FORCE MAJEURE18.1 Excused PerformanceNeither party will be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, civil unrest, governmental actions, or natural disasters.