



# Conflow Power Group Commission Agreement

This Commission Agreement ("Agreement") is entered into on this 1st day of July, 2024 (the "Effective Date"), by and between Conflow Power Group ("Company"), having its principal place of business at Suite 6203, 1-5 Irish Town, Impossi House, Gibraltar, GX11 1AA, and Clem LeRoy Palmet Jr ("Commission Agent"), having their principal place of business at 14606 Rock Cliff Cove, Leander Texas 78641. The Company and the Commission Agent are sometimes individually referred to as a "Party" and collectively as the "Parties."

## 1. Appointment and Acceptance

1.1 The Company hereby appoints the Commission Agent as its non-exclusive sales agent for the sale of its iLamp Licenses ("License" "Licenses) licoutside of Texas.

1.2 The Commission Agent accepts the appointment and agrees to promote and sell the Licenses in accordance with the terms and conditions of this Agreement.

## 2. Commission Structure

2.1 The Company agrees to pay the Commission Agent a commission of ten percent (10%) of the total sale value ("Commission") for any sale of any iLamp Licenses made by the Commission Agent outside of Texas, subject to the terms and conditions of this Agreement.

2.2 If the Commission Agent wishes to offer a discount on the sale price of the Licenses, the discount must be pre-approved in writing by Conflow Power Group. The Commission percentage shall be reduced proportionately to the discount offered. The formula to calculate the reduced commission percentage is:  $\text{Reduced Commission Percentage} = \text{Original Commission Percentage} \times (\text{Final Sale Price} / \text{Original Sale Price})$ . For example, if the sale price of the License is \$100,000 and



the Commission Agent offers the License for \$70,000, the Commission shall be reduced to seven percent (7%) of the discounted sale price.

### **3. Payment of Commission**

3.1 The Commission shall be payable to the Commission Agent within thirty (30) days after the Company receives full payment from the customer for the sale of the Licenses.

3.2 The Commission Agent shall provide the Company with an invoice detailing the sales made and the corresponding Commission due.

3.3 The Commission will be calculated based on the net sale price of the Licenses, excluding taxes, shipping, handling, and any other charges.

### **4. Term and Termination**

4.1 This Agreement shall commence on the Effective Date and shall continue until terminated by either Party as provided herein.

4.2 Either Party may terminate this Agreement for any reason by giving thirty (30) days' written notice to the other Party.

4.3 Upon termination of this Agreement, the Commission Agent shall be entitled to any unpaid Commission for sales made prior to the effective date of termination.

### **5. Confidentiality**

5.1 The Commission Agent agrees to keep confidential all information provided by the Company, including but not limited to customer lists, pricing information, and specifications.

5.2 This confidentiality obligation shall survive the termination of this Agreement.

### **6. Relationship of the Parties**

6.1 The Commission Agent is an independent contractor and not an employee, partner, or joint venture of the Company.



6.2 The Commission Agent shall have no authority to bind the Company or to incur any obligation on behalf of the Company.

## 7. Governing Law

7.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles.

## 8. Miscellaneous

8.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

8.2 No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

8.3 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this

**CONFLOW POWER GROUP**

**Clem LeRoy Palmer Jr**

Name: **Edward Fitzpatrick**

Signed : .....

Signed : .....

Position :

Position :

Dated :

Dated :