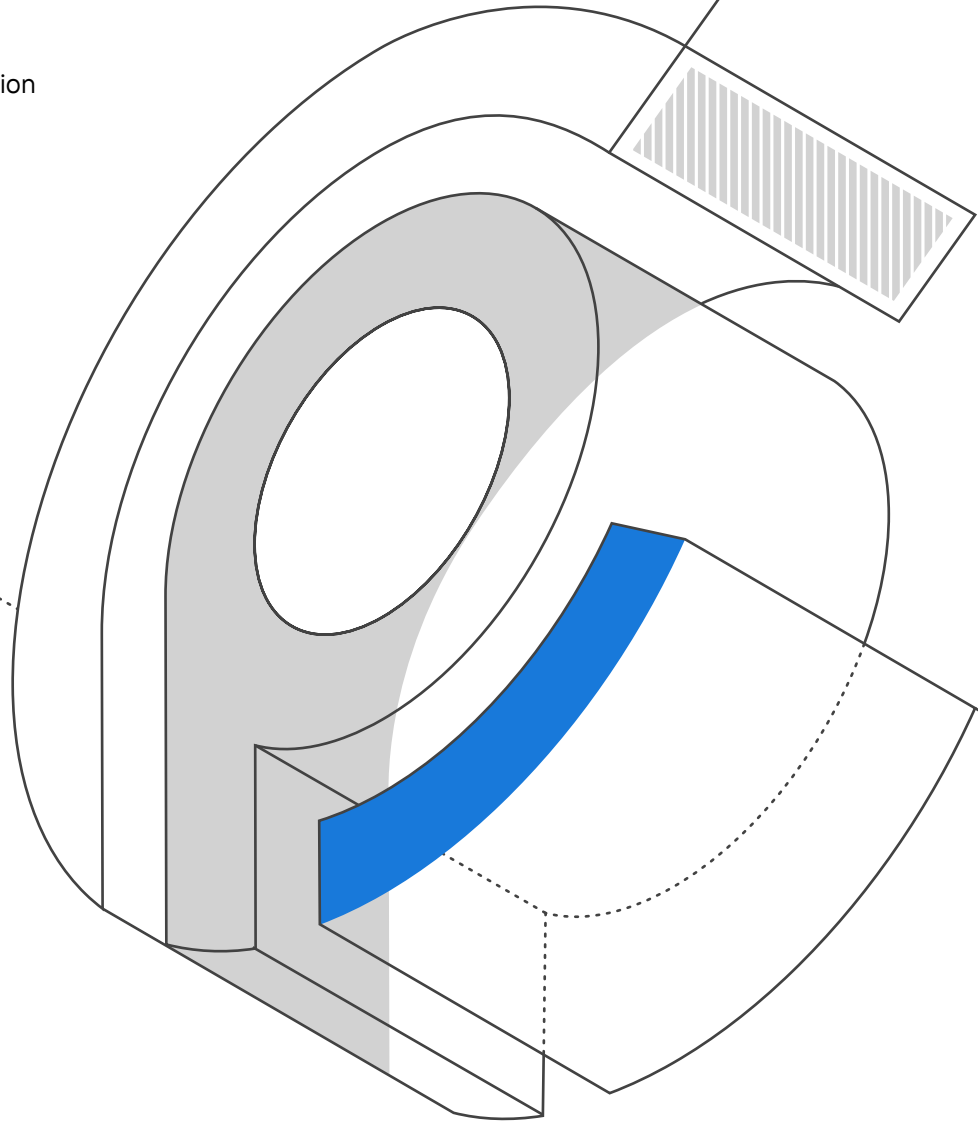




Riot Industrial Automation



# Joint Venture Agreement

between Conflow Power Group  
and Penteon Corporation



This Joint Venture Agreement (the "Agreement\*"), is made and entered into as of 2, July, 2024 (the "Effective Date"), by and between:

### **Conflow Power Group**

Verify House, Stratford Road, Solihull, West Midlands, United Kingdom, B94 5NN (the "Licensor") represented by Edward Fitzpatrick and

### **Riot Industrial Automation Mexico**

54 W 40th St, New York, NY 10018, United States (the "Licensee") represented by Clay S Perreault may also be referred to as "Party" or together as the "Parties" agree as follows:

WHEREAS, the Licensor and the Licensee (collectively, the "Parties") desire to combine their respective expertise and resources to create a manufacturing joint venture (the "Joint Venture").

WHEREAS, the Joint Venture aims to combine Conflow Power Group's supply line with RIOT Industrial Automation's manufacturing, assembly, and logistics expertise to develop products for the continental USA market.

## **1. JOINT VENTURE OBJECTIVES**

- 1.1 The Parties hereby agree to establish a manufacturing Joint Venture, combining the supply line of Conflow Power Group with the manufacturing, assembly, and logistics expertise of RIOT Industrial Automation.
- 1.2 The primary objective of the Joint Venture is to develop and market products for the continental USA, with potential expansion into Canada, South America, and other global markets.

## **2. Responsibilities of RIOT Industrial Automation**

- 2.1 RIOT Industrial Automation shall provide the following products and services:
  - Pole manufacturing, assembly, and logistics
  - Customer support and other corporate requirements
  - Battery product imports

- Penteon Smart Controller for wireless low current, low-cost bi-directional data control & monitoring to our Cloud-based systems
- Penteon White Label dashboards, instrumentation, and alarm management
- Penteon Outdoor Environmental Air Quality Sensors
- Penteon Smart Controller - Edge Processor for advanced controls and analytics
- Penteon Engineering - new products such as vehicle detection for stop signs, WiFi distribution
- Penteon Smart Building Solutions (access, HVAC, air quality, lighting, blinds, ESG grid & solar monitoring, water leaks, gas leaks, water/gas/electrical metering)
- Rubidex Secure Sharable Data Storage technologies
- Rubidex Encrypted Data Processing and Transmission technologies
- Additional sensors and connectivity modules (e.g., automation for home arrival, vehicle speed, and distance radars for the iStop Sign)
- LoRaWAN Wireless controls for neighborhood connectivity, offering utilities connectivity at lower costs than cellular

- 2.2 Existing products provided by RIIOT Industrial Automation will be sold into the Joint Venture solution at their cost plus 25%.

## **2. Responsibilities of Conflow Power Group**

3.1 Conflow Power Group agrees to grant RIIOT Industrial Automation preferred vendor status for the United States, with potential for Canada, South America, and global markets.

3.2 Conflow Power Group will review and determine the suitability of RIIOT Industrial Automation's products for integration into the iLamp network, considering the following prerequisites:

Din rail and inside pole space

Power consumption and availability



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Branding specifications (Core components that are externally visible may not be sold with another brand name prominently visible. Lamps must be shipped with iLamp badging conforming to the iLamp brand guide)

Manufacturing quality (Any change in specification, components, or manufacturing quality must be reverified by iLamp before being sold into the iLamp Territorial Network)

Controller access (The controller used must be approved by and accessible by iLamp using custom software to download basic lamp data and update configuration)

Delivery promptness (Orders from the iLamp distribution network must be delivered in a timely manner, as agreed beforehand with the purchaser)

#### 4. Intellectual Property

4.1 All intellectual property rights related to products developed and marketed through the Joint Venture shall be jointly owned by the Parties, subject to any specific terms agreed upon in individual product development agreements.

#### 5. Confidentiality

5.1 Each Party agrees to keep confidential all proprietary information obtained from the other Party during the term of this Agreement and thereafter.

#### 6. Term and Termination

6.1 This Agreement shall commence on the effective date and continue for a period of [number of years], unless terminated earlier by either Party with [number of days] days written notice.

6.2 In the event of termination, the Parties shall cooperate to wind down the Joint Venture in an orderly manner.



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7. Governing Law

7.1 This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].



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**CONFLOW POWER GROUP**

Names:  
**Edward Fitzpatrick**

Signed : .....

Position : **Director**

Dated :

**SOLARIS LIGHTING**

Names:  
**Bidhen Brahmhatt**

Signed : .....

Position : **Director**

Dated :