

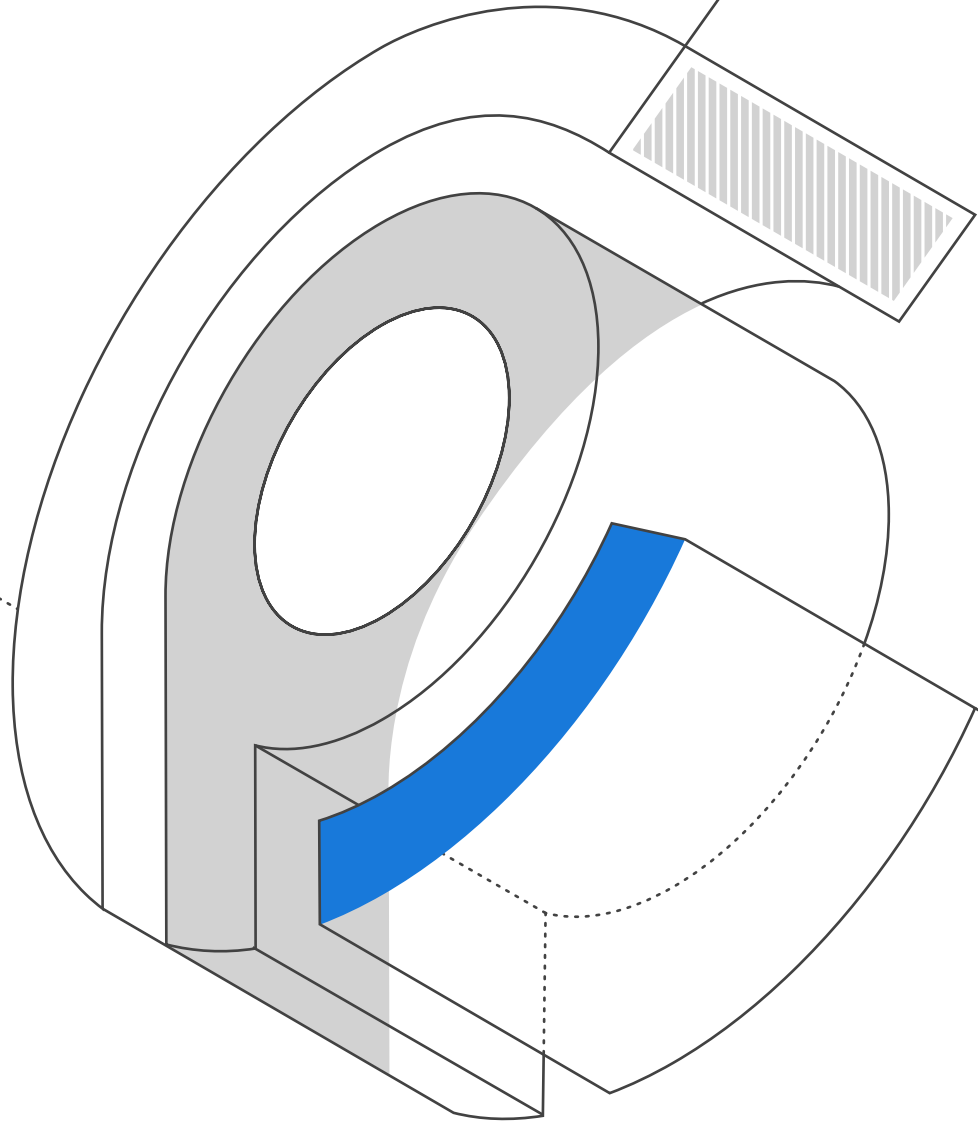
Conflow Power Group
Suite 6203, 1-5 Irish Town
Impossi House, Gibraltar
GX11 1AA

Tuesday, 21/05/2024

RE: iLamp Maryland Payments

A portion of the payment for this option was facilitated through the ILOCX platform. By utilizing this platform for payment, it is acknowledged that the involved parties agree to and confirm the terms and conditions as well as the stipulations set forth in the option agreement.

The remaining balance of the payment was processed through separate wire transfers. Each transaction was conducted in accordance with the previously agreed-upon terms and has been received in full.



Exclusive Option Agreement

Ref: #ILAMA160823

THIS AGREEMENT is entered into this 1st day of August, 2023 ("Effective Date"), between Conflow Power Group ("CPG"), a corporation organised 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 iLamp Maryland LLC, a company organised and existing under the laws of Maryland, United States, with its principal place of business located at 7310 ROTUNDA CT CLINTON MD 20735 ("Licensee").

1. CONSIDERATION

- 1.1 Buyer hereby agrees to pay to the Owner the sum of \$100,000 in consideration for this option, which shall be credited to the purchase price if option exercised.

2. RIGHT TO BUY

- 2.1 Buyer has the option and the right to buy the exclusive, non-transferable license to manufacture, distribute, market, and sell iLamp products within the territory of Maryland during the option period for the price of \$6,000,000.

3. TERM

- 3.1 This option will remain in effect until 1 August, 2024, and thereupon expire unless sooner exercised.

4. EXERCISE OF OPTION

- 4.1 To exercise the option, Buyer must notify the Owner via ILOCX within the option period.
- 4.2. If Buyer exercises the option, then Buyer and Owner agree to sign the attached completed license agreement and consummate the sale on its terms.

5. GOVERNING LAW AND JURISDICTION

- 5.1 This Agreement shall be governed by and construed in accordance with the laws of the country of England, without regard to its conflict of laws rules. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the matters contemplated hereunder shall be instituted exclusively in the courts of England, and each party consents to the jurisdiction of these courts.

6. CONFIDENTIALITY

- 6.1 Each party agrees to maintain in confidence any non-public information of the other party, disclosed in connection with this Option Agreement and the potential licensing arrangement, and to use it only for the purposes of this Agreement.

7. REPRESENTATIONS & WARRANTIES

- 7.1 Both parties represent and warrant that they have the power and authority to enter into this Agreement and perform their respective obligations hereunder.

8. IMDEMNIFICATION

- 8.1 The Buyer ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the Owner ("Indemnified Party"), its officers, directors, employees, agents, affiliates, successors, and permitted assigns, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, incurred by the Indemnified Party, arising out of or resulting from any claim of a third party related to the Indemnifying Party's breach of its obligations, representations and warranties under this agreement. This Indemnification clause shall survive the termination or expiration of this Agreement.

9. ENTIRE AGREEMENT

- 9.1 This Agreement, including any attachments referred to herein and made part hereof, constitutes the entire Agreement between Owner and Buyer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

The Buyer

Signed by:
Marlon Cohen 08/01/2024 6:04:01 PM
64c93bb58ad88658c8d5807b

The Company

Signed by:
Edward Fitzpatrick 08/01/2024 6:04:01 PM
CONFLOW POWER GROUP

Payment

STATUS
PAID - AUTHENTICATED
08/01/2024 6:06:53 PM

AUTHENTICATION
3D SECURE II

LOCATION
STRIPE


Agreement Tracking

STATUS
Signed - Original
08/01/2024 6:06:53 PM

HOLDER
MARLON COHEN

LOCATION
ILOCX

Signer Details

SIGNER
MARLON COHEN
mcohen1145@gmail.com
Country: 
Location: Greenbelt, Maryland, United States

USING IP ADDRESS
100.15.131.178

TIMESTAMP
INITIATED: 08/01/2024 6:03:47 PM
AGREED: 08/01/2024 6:04:01 PM
SIGNED: 08/01/2024 6:04:01 AM
PAID: 08/01/2024 8:12:47 AM

Receipt

Invoice number 2F0EB26B-0003
Receipt number 2791-9794
Date paid September 14, 2023
Payment method ACH bank transfer

ILOCX
3528 E BROADWAY
MOUNT VERNON, Washington 98274
United States
reply@ilocx.com

Bill to
Rina Hicks
rskarina@gmail.com

\$20,000.00 paid on September 14, 2023

Description	Qty	Unit price	Amount
Option Payment - Exclusive Rights iLamp Maryland	1	\$30,000.00	\$30,000.00
		Subtotal	\$30,000.00
		Total	\$30,000.00
		Amount paid	\$20,000.00



ILOCX

Receipt from ILOCX

Receipt #1245-5210

AMOUNT PAID

\$5,000.00

DATE PAID

Sep 4, 2023, 12:10:10 AM

PAYMENT METHOD

VISA - 8590

SUMMARY

iLamp × 1

\$5,000.00

Amount charged

\$5,000.00

If you have any questions, contact us at reply@ilocx.com.

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ILOCX

Receipt from ILOCX

Receipt #1289-7696

AMOUNT PAID
\$5,000.00

DATE PAID
Aug 22, 2023, 1:38:45 PM

PAYMENT METHOD
VISA - 8590

SUMMARY

iLamp x 1	\$5,000.00
Amount charged	\$5,000.00

If you have any questions, contact us at reply@ilocx.com.

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ILOCX

Receipt from ILOCX

Receipt #1480-0177

AMOUNT PAID
\$5,000.00

DATE PAID
Aug 1, 2023, 6:06:53 PM

PAYMENT METHOD
VISA - 8590

SUMMARY

iLamp × 1

\$5,000.00

Amount charged

\$5,000.00

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