NZ Showcase USA Inc.
Inc in Florida USA

C'MON US BOOMERS

INVEST IN THE

'ISLANDS

OF

STABILITY'

NEW ZEALAND
(AOTEAROA)

AND ENJOY
ENDLESS INTERGENERATIONAL SUMMERS

US SHOWCASE LISTING AGENCY AGREEMENT

ABSTRACT
Investor introductory agency agreement whereby NZ Showcase USA Inc acts as an agent, introducing qualifying US investors to NZ Emerging Growth Companies seeking expansion capital.

INVESTOR INTRODUCTION, LISTING AGENCY AGREEMENT

This Listing Agency Agreement ("Agreement") is made and entered into on this the .... day of 2025

By and Between:

Company:

Company Name: "NZCO"

Company Address

("Company")

Agent:

Agent Name: NZ Showcase USA Inc   "NZUS"

Agent Address: 2929 E Commercial Blvd, Suite 409, Fort Lauderdale, FL 33308, USA

("Agent")

WHEREAS, the Company wishes to engage the Agent to introduce HNW individuals and families as prospective investors in the Company; and

WHEREAS, the Agent is willing to provide such services to the Company on the terms set out in this Agreement.

NOW, THEREFORE, the parties agree as follows:

(1)   **Appointment of Agent**
        The Company hereby appoints the Agent as the non-exclusive US resident agent for the purpose of introducing High Net Worth (HNW) individuals and families as prospective investors, ("HNW Prospects") to the Company through its "Invest in NZ, Showcase Listing" service based in Ft Lauderdale, Florida, USA.

(2)   **Approval of Company**
        Prior to Listing, the Company to supply the name of its Showcase approved "Listing Sponsor" who shall confirm to Agent that they act as a mentor and/or advisor to the Company, in the submission of the documents that will be made available to HNW Prospects for investment consideration / due diligence process.

(3) Scope of Services

The Agent agrees to:

(a) Identify, procure suitable HNW Prospects.

(b) Provide introductions of these HNW Prospects to the Company for the purpose of exploring investment opportunities with the Company.

(4) Compensation

The Company agrees to pay the Agent a fee of .... percent of the total investment secured from any investment made in the Company by a HNW Prospect introduced by the Agent to the Company upon the closing of any made in the Company by the Agent introduced HNW Prospect.

(5) Term

This Agreement shall commence on the date of signing and shall continue until terminated by either party with 30 days' written notice.

(6) Confidentiality

Both parties agree to maintain the confidentiality of all information shared during the term of this Agreement, unless required by law.

(7) Independent Contractor

The Agent shall act as an independent contractor, and not as an employee of the Company. Nothing in this Agreement shall create a partnership, joint venture, or employer-employee relationship.

(8) Regulatory Compliance

The Agent shall at all times ensure that their HNW Prospect introductory service complies with Federal and State securities laws, targeting SEC Rule 501 qualifying, "Accredited Investors" only, the Company acknowledging that their investment offering is only permitted to be promoted by Agent as an SEC Exempt Offer pursuant to Rule 504, Rule 506(b), and Rule 506(c). of Section 4(a)(2) of the Securities Act 1933 for offer to Accredited Investors only and that they may only accept investments made by such parties.

(9) No Guarantee

The Company does not guarantee that any HNW Prospect introductions will result in a successful investment. The Agent acknowledges that their role is limited to making introductions and not guaranteeing the outcome of any negotiations.

(10) Termination

Either party may terminate this Agreement with 30 days' written notice. In the event of termination, the Company shall pay the Agent any fees due for investments secured up to the termination date.

(11) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Florida, USA.

(12) Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements, oral or written, between the parties related to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Company:

By: _____

Name: _____

Title: _____

Agent:

By: _____

Name: _____