



# US SHOWCASE LISTING AGENCY AGREEMENT

## ABSTRACT

Investor introductory agency agreement whereby NZ Showcase USA Inc acts as an agent, introducing qualifying US investors to (1) NZ Emerging Growth Companies seeking expansion capital, (2) Listing Sponsor listed NZ assets.

## 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")

Listing Sponsor: .....

Sponsor Address: .....

**WHEREAS**, the Company wishes to engage the Agent to introduce HNW individuals and families as prospective investors in the Company as an "Investment Product" as described in the "Pitch Pack" approved by the Listing Sponsor for Showcase listing and presentation by Agent to prospective US resident investors who may have an interest in acquiring "Residency-By-Investment" in New Zealand under the Active Investor Plus ("AIP"), golden visa program

**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 an Investment marketing fee of ..... percent of the Investment Product offered by the Company pursuant to the “Pitch Pack” where HNW Prospect introduced by the Agent to the Company, such fee to paid contemporaneously with the closing of any Investment Product offered by the Company and where the Agent was the introducer of the HNW Prospect to the Company.

**(5) Term**

This Agreement shall commence on the date of signing and shall continue until terminated either upon (a) a closing of the sale of the Showcase listed Investment Product or (b) by either party giving 30 days' written notice where no sale of the Investment Product has taken place or is in progress.

**(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: \_\_\_\_\_

## NZ Showcase USA Inc – Listing Agency Agreement

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Agent:**

By: \_\_\_\_\_

Name: \_\_\_\_\_