

LICENSE AGREEMENT: GENERAL TERMS & CONDITIONS

1. Organizer. Beyond Reality Media Premier Events Ltd, a company organized under the laws of New Zealand, (the "Organizer") is conducting the Armageddon Expo events, at various venues around New Zealand between 1 January 2025 and 31 December 2025.

2. Application Acceptance. If the Organizer accepts the Application, the Exhibitor shall receive a license (the "License") to participate in the Exhibition as an exhibitor. The License permits the Exhibitor to occupy and utilize the booth area or other space assigned to it by the Organizer (the "Exhibit Space") to exhibit permitted products at the Exhibition and to utilize, where applicable, Management provided services. The Exhibitor hereby acknowledges and represents to the Organizer that the Exhibitor has received and thoroughly read, understood and agrees with these General Terms & Conditions and Exhibitor Costs.

3. License Agreement. The "License Agreement" includes: (i) these General Terms & Conditions, (ii) Exhibitor Costs, Exhibitor Manual, (iii) any Organizer attachment hereto or thereto and any other terms incorporated by reference herein or therein (as each may be amended solely by a duly authorized representative of the Organizer) including, without limitation, the Code of Conduct and IP Issues and Procedures (as amended from time to time), and (iii) the rules and regulations of the Venue.

4. Interpretation. The Organizer shall, in its sole discretion, determine any dispute or conflict with respect to any matters not specifically covered by the License Agreement. The Organizer shall have full power in the matter of interpretation, amendment and enforcement of the License Agreement.

5. Amendments. Amendments to the License Agreement by a duly authorized representative of The Organizer shall be incorporated herein, and the Exhibitor shall be subject to the provisions of the License Agreement as so amended when written notification is sent to the Exhibitor (which will be communicated by e-mail).

6. Payment; Late Fees; Collection Fees. The Exhibitor shall pay to The Organizer all amounts due in accordance with Exhibitor Costs. All fees due must be paid in full before Exhibitor shall be permitted to occupy the Exhibit Space. Failure to make payments pursuant to Exhibitor Costs shall subject the Exhibitor to the 5% late fee specified on Exhibitor Costs on all past-due balances owed to The Organizer. The Exhibitor shall pay any collection costs incurred by The Organizer in collecting such balances owed, including, but not limited to, court costs, collection fees and attorney's fees. The Exhibitor has 5 days from signing this contract to withdraw from having a stand without penalty after that point the Exhibitor must pay to the Organizer the total amount set out overleaf in accordance with the agreed payment schedule. a) The Exhibitor shall be liable to reimburse the Organizer's costs and expenses arising directly or indirectly as a result of such failure to pay; and b) The Exhibitor shall not be entitled to a refund of any moneys paid in respect of this Exhibition Contract, and shall remain liable to pay to the Organizer all moneys owing as at the date of termination; and c) The exhibitor shall be liable for any collection costs, legal fees or other costs incurred by the Organizer relating to late payment, insufficient payment or non-payment including dishonored cheque fees of the Organizers invoices.

7. Advertisements. All advertisements in any media with signed insertion orders are non-cancelable and non-refundable. All advertisements are subject to The Organizer's approval. The Organizer may, at its sole discretion, reallocate any advertisement space. The Organizer may offer new advertisement products or positions throughout the Exhibition cycle that may not be listed on the License Agreement.

8. Set-off. Management shall have the right to set-off against any amount which may be due from The Organizer to the Exhibitor, pursuant to the License Agreement or otherwise, any amounts owed to The Organizer or its affiliates by the Exhibitor or its affiliates for any reason. The Organizer shall also have the right to apply any amounts received from the Exhibitor under the License Agreement to any other amounts due to The Organizer or its affiliates from the Exhibitor or its affiliates.

9. Eligible Exhibits. The Exhibitor shall exhibit materials, products or services directly related to the the Exhibition's industries and of specific interest to attendees. The Organizer reserves the right to determine the eligibility of any product for display. Only the Exhibitor's name or logo may appear on signage placed on the Exhibit Space and in the Exhibition exhibitor list. No exhibits or advertising shall be allowed to extend beyond or above the back and side rails of the Exhibit Space, without The Organizer's prior written consent. Exhibits for the purpose of soliciting prospective employees, and employee-recruiting activity of any kind, are prohibited, without Management's prior written consent.

Only the Exhibitor's products may be displayed in the Exhibit Space. Exhibits must be used solely for the purpose of promoting the Exhibitor's products and/or services and shall not be used for other business purposes. The Exhibitor shall not use the Exhibit Space to promote any other exhibition or conference without The Organizer's prior written consent. The Organizer rulings with regard to any Exhibit Space use are final.

The Exhibitor's exhibit shall be admitted and permitted to remain solely by strict compliance by the Exhibitor with the License Agreement. The Organizer reserves the right to reject, eject or prohibit any exhibit, in whole or in part, the Exhibitor or any of its representatives, upon The Organizer's good faith determination that the same is not in accordance with the License Agreement. The Organizer shall provide no refunds in the event of such rejection, ejection or prohibition.

Only a brand's owner or legal distributor may exhibit such brand at the Exhibition. The Exhibitor must list its participating principals as the exhibitors-of-record. The Organizer reserves the right to verify the identity and status of the

brand's owner and the legal distributor. In the event of a conflict between a brand's owner and distributor, the brand's owner shall have the sole right to exhibit such brand at the Exhibition.

10. Permitted Publications. The Organizer reserves the right to determine the eligibility of any publication for display or distribution. Publications which contain advertisements purchased by exhibitors and which (a) are published only during the Exhibition or (b) otherwise target the Exhibition and its customers are not eligible products for display or distribution from any exhibit space or from anywhere in the Venue or its grounds. For the avoidance of doubt, non-official show dailies are not eligible products for display or distribution. The Exhibitor shall not exhibit, offer for sale, give as a premium, hand out, distribute or advertise articles or publications not manufactured or sold in its own name.

11. Intellectual Property. The Organizer expects the Exhibitor to respect the intellectual property rights of other parties. The Exhibitor shall not market, sell or display any product at the Exhibition that is counterfeit or in any way infringes trademarks, copyrights, patents or other intellectual property of a third party. The Exhibitor warrants that the names, logos, art work and other content the Exhibitor or its agents submitted for use in any media (including, but not limited to, ads, the Exhibition website or any Exhibition publication) shall not infringe the intellectual property rights of any third party and shall not contain anything which is libelous, obscene, indecent, blasphemous or in any way unlawful. Any exhibitor determined to be involved in unauthorized, counterfeit or infringing activity, will be subject to having all such unauthorized, infringing, counterfeit or misleading products removed from the Exhibition or the exhibitor being removed from current and future Exhibitions. However, this stipulation does not create an obligation for The Organizer to take such action. The Organizer does not accept liability for intellectual property infringements that may be committed by the Exhibitor.

12. Intellectual Property Disputes Between Exhibitors; Service of Process & Orders. Neither the Exhibitor nor its agents (including, but not limited to, legal counsel or process servers) shall serve process on any other exhibitor during the hours the Exhibition is open to attendees. If the Exhibitor has obtained a judicial/administrative relief order against another exhibitor, and the Exhibitor has no reasonable alternative to serving such order on the other exhibitor during the Exhibition, then the Exhibitor or its agent shall use their best efforts to serve such order during the hours the Exhibition is closed to attendees. Notwithstanding the foregoing, the Exhibitor shall provide The Organizer advanced written notice of the order obtained (including a copy of such order) so that a representative of The Organizer may escort the Exhibitor or its agent to the booth of the exhibitor to be served and minimize any disruption to the Exhibition caused by such service. The Exhibitor agrees to use its best efforts to resolve any intellectual property disputes with other exhibitors by no later than one week prior to the Exhibition's first day of set-up for Exhibitors and in a location other than the Venue.

13. No Sub-Licensing. The Exhibitor shall not sub-license, assign or transfer the Exhibit Space. The Exhibitor shall not permit any person other than the Exhibitor to occupy or conduct business in Exhibit Space, or any part thereof, without The Organizer's prior written consent. Upon discovery of a booth share violation, The Organizer may impose penalties on the Exhibitor.

14. No Assignment. This License Agreement (and License granted hereunder) is non-assignable by the Exhibitor. Any attempted assignment of the License Agreement or License by the Exhibitor shall be null and void and shall constitute a breach, resulting in termination of the License Agreement and cancellation of the License. The Organizer may assign the License Agreement at any time to its affiliate or any owner/purchaser of the Exhibition, by operation of law or otherwise.

15. Custom Booths. If the Exhibitor shall use a custom booth in the Exhibit Space, it shall provide The Organizer promptly upon request (and no later than 30 days prior to the Exhibition) detailed constructions drawings showing all dimensions and orientation of such custom booth.

16. Exhibitor Conduct. Subject to the foregoing, the Exhibitor may distribute samples, souvenirs, permitted publications and similar items, or conduct other sales or sales promotion activities only from within the Exhibit Space. The Organizer retains sole discretion to approve, control or prohibit which samples and other items may be distributed and where such samples may be distributed. Any Exhibitor demonstration, distribution or activity that results in obstruction of aisles or prevents ready access to other exhibitors' booths is prohibited and shall be suspended permanently or for any periods specified by The Organizer.

17. Compliance with Laws. The Exhibitor shall comply with all NZ laws and shall obtain all required permissions under such laws and from the Venue.

18. Good Neighbor Policy. The Exhibitor shall operate the Exhibit Space so as not to annoy, endanger or interfere with the rights of other exhibitors or attendees. The Organizer may, in its sole discretion, prohibit any action resulting in complaints from other exhibitors or attendees and which interferes with the rights of others or exposes them to annoyance or danger. The Exhibitor's unreasonable interference with or inconvenience to the Exhibition, exhibitors or attendees shall be deemed a breach of the License Agreement.

19. Exhibitor Representatives; Exhibit Space. Exhibitor representatives shall be restricted to the Exhibitor's employees and authorized representatives and must be 16 years of age or older. The Organizer may, in its sole discretion, limit the number of the Exhibitor's representatives in the Exhibit Space. The Exhibitor's representatives shall at all times carry exhibitor passes supplied by Management. The Exhibitor acknowledges that it shall require its representatives to dress and conduct themselves in an appropriate and professional manner. The Organizer reserves the right to determine, in its sole discretion, whether the character and attire of the Exhibitor's representatives is acceptable. Exhibitor representatives must staff the Exhibit Space during all hours

the Exhibition is open.

20. Default in Occupancy. The actual occupancy by the Exhibitor of the Exhibit Space is a material obligation of the Exhibitor and is of the essence of the License Agreement. If the Exhibit Space is not occupied by the time set for completion of installation of displays, the Exhibit Space may be re-possessed by The Organiser for any purpose it may see fit without in any way releasing the Exhibitor from any liability hereunder.

21. Health and Safety. The Exhibitor must strictly observe all applicable health and safety laws set out in the Exhibitor Health and Safety Manual. The Exhibitor must sign and date that all aspects of the Health and Safety Manual has been completely read and understood, and shall be strictly complied with at all times of the Exhibition.

22. Exhibitor Breach. If the Exhibitor breaches any of its obligations under the License Agreement, (1) The Organiser may immediately, without notice, prohibit the Exhibitor from exhibiting at the Exhibition and all future shows and exhibitions run by The Organiser and terminate the License hereunder, (2) The Organiser shall retain all amounts paid hereunder and the Exhibitor shall pay The Organiser any remaining balance outstanding and (3) The Organiser may pursue any other legal or equitable remedies to which it is entitled. Further, The Organiser may thereupon direct the Exhibitor to immediately remove its employees, any of its representatives and agents, its merchandise and other property from the Venue.

23. Resolution of Certain Disputes. If there is a dispute or disagreement between (1) the Exhibitor and an official contractor, (2) the Exhibitor and a labor union or labor union representative or (3) the Exhibitor and one or more exhibitors, The Organiser's interpretations of the rules governing the Exhibition and its actions or decisions concerning the dispute or disagreement and its resolution shall be binding on the Exhibitor.

24. Exhibitor Directory, Exhibition Website & Exhibition Publications. The Exhibitor authorizes The Organiser to publish the Exhibitor's directory entry on the Exhibition website, in the official catalogue for the Exhibition and in any other directory relating to the Exhibition or relevant industry. The Organiser shall not be liable for any omissions, misquotations or other errors, including, without limitation, any which appear in the Exhibition directory, on the Exhibition website, in the official catalogue of the Exhibition or any other media.

25. Publicity & Promotion; Permissions. The Exhibitor gives The Organiser the permission to use the Exhibitor's name, logo and products and the likeness of any person or products exhibited in all media formats (whether now known or hereafter existing) in connection with the promotion and publicity of the Exhibition. The Exhibitor waives the right to inspect or approve the finished product. The Exhibitor also waives all rights to royalties or other compensation arising out of or related to use of the Exhibitor's name, logo and products and the likeness of any Exhibitor personnel in such advertising media.

26. Photography. The photographic rights for the Exhibition are reserved to Management, but the Exhibitor may request photography services from the official photographers, if desired.

27. Damage to Property. The Exhibitor is wholly liable for any damage it or its agents cause to the Venue's floors, ceilings, walls or columns, or to standard booth equipment, or to other exhibitors' property.

28. Indemnity. The Exhibitor shall indemnify and hold harmless The Organiser, the Exhibition's owner(s) and sponsors, the Venue owner, and the city in which the Exhibition is being held if the city owns the Venue, and each of their respective officers, directors, employees and other agents, from and against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from (1) its execution of the License Agreement or its occupancy of the Exhibit Space or presence at the Exhibition, (2) the actions, inactions or negligence of the Exhibitor, its agents, representatives or employees (including Exhibitor appointed contractors), (3) the breach by the Exhibitor of the intellectual property rights of any third party, whether knowingly or unknowingly, and whether intentionally or unintentionally (including, but not limited to, the sale or distribution of pirated goods and counterfeits/"knock-offs" of existing products and services), (4) the Exhibitor's submissions to The Organiser related but not limited to ads, Exhibitor director, the Exhibition website and Exhibition publications (5) Exhibitor's allegations of infringement against another exhibitor, including the Exhibitor's service of process on another exhibitor, (6) the Exhibitor's service of a judicial/administrative order on another exhibitor, (7) the Exhibitor's use of music, (8) the Exhibitor's violations of any legal and/or regulatory requirements or (9) actions taken by The Organiser at: (i) the request of an exhibitor regarding the asserted IP rights of that exhibitor; or (ii) the discretion of The Organiser where The Organiser had a reasonable belief as to the legitimacy of its action in regard to the asserted Intellectual Property rights of an exhibitor.

29. Limitation of Liability. The Organiser shall not be responsible for and shall have no liability resulting from loss or damage to displays or goods belonging to the Exhibitor, whether resulting from, without limitation, fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, disappearance, bomb threats, roof leaks, Exhibitor booth visitors and guests, shipments coming in or out of the Venue or Exhibit Space, inadequately packed property or other causes. All such items are brought to the Exhibition and displayed at the Exhibitor's own risk, and should be safeguarded at all times. If the Exhibitor's products to be exhibited and/or display materials fail to arrive, the Exhibitor is nevertheless responsible for License fees. The Organiser shall provide the services of a protective agency during the period of installation, show and dismantling, and the Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of The Organiser to supervise and protect the Exhibitor's property within the Exhibition. The Exhibitor may furnish additional guards at its own cost and expense. The Organiser makes

no representations or warranties with respect to the number of attendees or the demographic nature of such attendees.

30. Due Execution. If the individual holding herself/himself out as duly authorized to execute the License Agreement is not so authorized, he or she hereby covenants to indemnify The Organiser (and its affiliates and their respective officers, directors, employees and other agents) from and against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind caused by her/his execution of the License Agreement and (without limitation) shall be personally liable to The Organiser for all payments that would have been payable to The Organiser by the Exhibitor had the License Agreement been duly executed on behalf of the Exhibitor.

31. Insurance. The Exhibitor understands that neither Management nor the Venue maintains insurance covering Exhibitor's property, and it is the sole responsibility of Exhibitor to obtain such insurance.

32. Non-Force Majeure Changes to Dates, Venue or Exhibit Space by The Organiser. The Organiser may, in its sole discretion, change the dates and/or Venue for the Exhibition upon written notice to the Exhibitor (which may be communicated by e-mail). The Organiser shall not be liable for any costs, damages, fees or other expenses of the Exhibitor as a result of any such changes. The Organiser may retain any portion of the Exhibitor's License fee paid pursuant to Exhibitor Costs and such amount shall be applied as though no change in date, Venue or Exhibit Space relocation had occurred. Any remaining payments due from Exhibitor shall be due in accordance with Exhibitor Costs.

33. Force Majeure. If the Venue shall become, in the sole discretion of The Organiser, unfit for occupancy, or the holding of the Exhibition or the performance of The Organiser under the License Agreement are interfered with by virtue of a Force Majeure (as defined below), the License Agreement and/or the Exhibition (or any part thereof) may be terminated by The Organiser or the Exhibition (or any part thereof) may be postponed and/or re-located by The Organiser. The Organiser shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of Force Majeure. A "Force Majeure" shall include, but not be limited to: fire; casualty; flood; epidemic; World Health Organization travel advisory or travel alert; earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; Venue cancellation, inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God or any other cause or causes not reasonably within the control of The Organiser.

Termination of License Agreement and/or Exhibition. If The Organiser terminates the License Agreement and/or the Exhibition (or any part thereof) as a result of a Force Majeure, then The Organiser may retain such part of the License fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. The Organiser shall not be liable for any costs, damages, fees or expenses of the Exhibitor as a result of such termination.

Postponement; Relocation. If The Organiser postpones and/or relocates the Exhibition (or any part thereof) as a result of a Force Majeure, then The Organiser shall be entitled to retain the portion of the License fee paid to date and said amount shall be applied to the Exhibition as though no postponement and/or re-location of Venue had occurred. Any remaining payments from the Exhibitor shall be due in accordance with Exhibitor Costs. If the Exhibitor cancels participation because The Organiser postpones and/or re-locates the Exhibition, Exhibitor shall be subject to liquidated. Further, The Organiser shall not be liable for any costs, damages, fees or expenses of the Exhibitor as a result of such postponement and/or re-location.

34. Admission of Attendees. The Organiser shall have sole control over admission policies at all times.

35. Notices. Any notices to The Organiser shall be given in writing by e-mail (with confirmation of receipt), courier service, hand delivery, registered mail, certified mail, overnight mail or overnight courier, return receipt requested, postage prepaid to PO Box 24003, Eastgate 8642, Christchurch, or at such other address as may from time to time be designated by The Organiser.

36. Reservation of Rights. The Organiser reserves the right to take any action that is reasonably necessary in the sole judgment of The Organiser for the protection of the Exhibition and/or the participants, including, but not limited to, exhibitors and attendees.

37. Entire Agreement; Integration of License Agreement; Non-Reliance. This License Agreement contains the entire agreement between The Organiser and the Exhibitor. The Exhibitor acknowledges that in entering into the License Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the License Agreement.

38. Tables and Chairs. The event supplied tables and chairs are limited in number to each exhibitor and placed on each section. These MUST be accounted for and onsite at the finish of the event. Any Tables and Chairs not on the section must be accounted for or replacement charges per item will apply.

38. The Exhibitor shall also agree to open negotiations for the organiser to purchase their eternal soul.

39. In case of a level change due to NZ Covid-19 restrictions there will be every effort to reschedule the event to a new date and all bookings will be moved across to this event.