

CONSENT AND RELEASE

I am attending the Manufacturing Summit at Nanotronics Imaging, Inc's offices located at 19 Morris Avenue, Brooklyn, New York 11205 on either October 6, 2022 and/or October 7, 2022 (the "Event" or the "Events").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I grant, agree, represent and warrant as follows:

1. I irrevocably and unconditionally grant to Nanotronics Imaging, Inc., its parent, subsidiaries, related and affiliated companies, and their respective licensees, successors, agents and assigns (collectively "Nanotronics") the non-exclusive right to take and create the photograph(s) and/or video(s) of me referenced above (collectively, the "Recorded Media") and to use and exploit: (a) the Recorded Media, and (b) my likeness, voice and appearance incorporated in the Photographs as well as my name, biographical information and any statements in, or in connection with, the Recorded Media, in any manner, throughout the universe in perpetuity and in any media now known or hereinafter devised, and in all forms, whether for promotional, publicity, entertainment or advertising purposes or for any other purpose whatsoever, without further compensation or any limitation whatsoever. I understand and agree that Nanotronics Imaging, Inc. its affiliates, employees and agents (collectively, "Nanotronics") is not required or obligated to exercise any of its rights granted in this Consent and Release (this "Consent") or provide me with any rights of approval, credit or billing at any time. I agree that Nanotronics may sell, license or assign any of the rights, interests or obligations under this Consent in whole or in part without my consent and without any additional payments of any kind.

2. I agree that the Recorded Media may be edited, modified, added to, arranged, reproduced, juxtaposed, and otherwise revised for any reason and in any manner which Nanotronics may determine in its sole discretion.

3. I agree to indemnify, defend and hold harmless Nanotronics and its officers, directors, shareholders and employees (collectively, the "Nanotronics Entities"), from and against any and all losses, claims, causes of action, suits, demands, liabilities, damages, costs and expenses (including, but not limited to, attorneys' fees and fees of other professionals) (collectively, "Losses") arising from or related to any breach, alleged breach or falsity of any of the agreements, representations, or warranties contained in this Consent and Nanotronics' use of any of the rights granted in this Consent.

4. I release the Nanotronics Entities from, and agree not to sue the Nanotronics Entities for, any and all Losses that I may now have or have in the future, against any Nanotronics Entity arising from or relating to the use or exercise by a Nanotronics Entity of the rights granted to Nanotronics in this Consent, including, but not limited to, claims for compensation, defamation, invasion of privacy, or other claims for infringement or violation of personal or property rights of any sort whatsoever.

5. I agree that my sole and exclusive remedy for Nanotronics' or any third party's breach of this Consent will be an action for monetary damages, and I irrevocably waive any right to any equitable or injunctive relief. I will not have the right to rescind or terminate this Consent or any of the rights or permissions granted in this Consent.

6. This Consent will be binding upon me, and my heirs, personal representatives, and assigns, and will be governed by and interpreted under the laws of the State of New York and the

PARENTAL CONSENT

I hereby agree as follows: (a) I am either the parent or legal guardian of the minor child whose name appears above (the “Minor”) and that I am 18 years of age or older; (b) I have read and understand the Consent and Release (the “Agreement”) above and I agree to the Minor entering into the Agreement; (c) I guarantee to Nanotronics the full performance by the Minor of the Minor’s obligations in the Agreement and will do all things necessary to assist in the full performance by the Minor of such agreements and obligations; (d) I guarantee that the Minor shall not at any time disaffirm the Agreement (including any amendments thereof) by reason of Minor’s minority or otherwise; and (e) I agree to indemnify and hold Nanotronics harmless from and against any and all claims, liabilities, costs or expenses arising from or relating to any claims made by or on behalf of the Minor relating to the subject matter of the Agreement or by any breach by me of the terms of this Parental Consent.

Parent/Guardian:

[Signature] [Date]

[Print Name]

[Address]

(_____) _____
[Telephone] [E-Mail Address]