Listing Agreement

NZX Main Board and NZX Debt Market

**Parties**

***[Name of Issuer]***

*(Issuer)*

***NZX Limited***

*(NZX)*

**AGREEMENT** dated the day of

**PARTIES**

**[Name of Issuer] (“Issuer”)**

**NZX Limited (“NZX”)**

## INTERPRETATION

In this Agreement:

**Listing Rules** means the NZX Listing Rules as relevant and as in force from time to time; and terms defined in the Listing Rules have the same meaning.

## COMPLIANCE WITH THIS AGREEMENT

In consideration of the Issuer, upon Listing, paying to NZX such fees as prescribed by NZX from time to time, NZX agrees to List the Issuer on the NZX Main Board and / or NZX Debt Market, as appropriate, and the parties agree to be bound by the terms and conditions of this Agreement.

## COMPLIANCE WITH LISTING RULES

The Issuer will at all times while it is Listed by NZX (whether or not any of its Financial Products are Quoted) comply with all of the obligations imposed on the Issuer under the Listing Rules.

## ACKNOWLEDGEMENTS

Without limiting clause 3 or any provision of the Listing Rules, the Issuer acknowledges that:

1. NZX may amend the Listing Rules from time to time, and all such amendments shall be binding upon the Issuer;
2. NZX Regulation Personnel are empowered by the Listing Rules to inspect the records of the Issuer and all Subsidiaries of the Issuer at the expense of the Issuer and, in certain circumstances, to disclose any information obtained;
3. the Listing Rules are for the benefit of, and enforceable by, not only NZX, but every Financial Product holder and former Financial Product holder of the Issuer, and the Contract and Commercial Law Act 2017 shall apply accordingly;
4. under the Listing Rules, NZX may at its absolute discretion and at any time suspend or cancel the Listing of the Issuer or the Quotation of any of its Financial Products; and
5. the Issuer will not be Listed and its Financial Products will not be quoted on the NZX Main Board or NZX Debt Market until such time as NZX publishes a Listing notice that the Issuer is Listed on the NZX Main Board or NZX Debt Market effective on the date set out in that Listing notice.

## WAIVER

The Issuer agrees to the following:

1. none of NZX, any director or employee of NZX, NZX Regulation Personnel, the Tribunal nor any delegate of NZX or the Tribunal shall be liable for anything it may do or omit to do in the course of the exercise or purported exercise in good faith of its powers or discretions under the Listing Rules; and
2. the Issuer shall indemnify NZX, each director and employee of NZX, all NZX Regulation Personnel, the Tribunal and each delegate of NZX and the Tribunal against all liabilities and claims which may arise in relation to anything done or omitted to be done by any such person in connection with the Issuer, which NZX determines to have been done or not done in good faith and in response to circumstances for which the Issuer should bear responsibility in whole or in part. The indemnity shall be for all or such part of the liabilities and claims as NZX determines in the circumstances.

## SIGNED AS AN AGREEMENT

SIGNED for and behalf of

**[ ]**

Director Director

Name of Director Name of Director

SIGNED for and behalf of
**NZX LIMITED**

Authorised Signatory

Name of Authorised Signatory