Pre-Listing Agreement

NZX Main Board and NZX Debt Market

**Parties**

***[Name of Applicant for Listing]***

*(Applicant)*

***NZX Limited***

*(NZX)*

**AGREEMENT** dated the day of

**PARTIES**

**[Name of Applicant] (“the Applicant”)**

**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.

**Listing Fee or Pre-Listing Fee**means the applicable fees payable as set out in the NZX Fee Schedule published on the NZX website http://www.nzx.com from time to time.

## INFORMATION VETTING COSTS

NZX may, before granting Listing or Quotation of any Financial Products, require the Applicant to provide technical, financial or other information to NZX for its vetting or the vetting of an independent expert (who shall report to NZX).

## NZX USE OF INFORMATION

All information given to NZX by or on behalf of the Applicant, including papers or documents of any nature, becomes NZX’s property and may be copied or disseminated as it thinks fit.

## COSTS

NZX may, (including in the event it declines any application for Listing or Quotation), require the Applicant to pay: (a) any costs and expenses (including overheads) incurred by NZX, and any person authorised by NZX, in processing the application; and (b) any applicable Listing Fee or Pre-Listing Fee.

## LIABILITY AND INDEMNITY

5.1 *Limitation of Liability:* None of NZX, any director or employee of NZX, any NZX Regulation Personnel, any delegate of NZX or any independent expert under this Agreement shall be liable in tort, contract, or otherwise for any action taken or not taken in exercise or purported exercise in good faith of the powers or discretions conferred by this Agreement.

5.2 Indemnity: The Applicant indemnifies NZX, each director and employee of NZX, all NZX Regulation Personnel, each delegate of NZX and any independent expert against all liabilities and claims which may arise (notwithstanding the limitation in paragraph 5.1) in relation to any action or inaction by any such person in connection with the Applicant, which NZX determines to have been taken or not taken in good faith and in response to circumstances for which the Applicant should bear the 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