

## Listing Application Agreement for Efficient Market Services Issuer

Date:

### PARTIES

(1) EFFICIENT MARKET SERVICES LIMITED, ("EMS")

(2) \_\_\_\_\_, ("Issuer")

### Whereas:

The Issuer wishes to apply for a Listing and/or to have its securities Quoted on the Unlisted Securities Exchange (USX) operated by EMS; or

the Issuer wishes to apply for a Listing and/or to have its securities Quoted on a Private Market facility provided by EMS,

(delete as appropriate),

BY THIS DEED the parties agree as follows:

### 1. Interpretation

- 1.1 In this Deed, Market Rules means the USX Market Rules as in force and as amended from time-to-time;
- 1.2 Expressions defined in the Market Rules have the same meaning.
- 1.3 In the event of a conflict or inconsistency between the terms of this Agreement and the Market Rules, the Market Rules shall prevail.

### 2. Compliance with Law

- 2.1 The Issuer warrants that:
  - 2.1.1 the Issuer and all documentation relevant to the securities for which quotation is applied comply fully with all relevant securities legislation;
  - 2.1.2 Listing and the quotation of the Issuer's securities will not breach any Law;
  - 2.1.3 any securities allotted before the date of this application were allotted in compliance with all relevant securities legislation; and
  - 2.1.4 any securities allotted after this date will be allotted in compliance with all relevant securities legislation.

### 3. Undertakings

- 3.1 The Issuer agrees to provide information requested by EMS to assist its review of this application;

- 3.2 The Issuer agrees to be frank and honest in response to enquiries;
- 3.3 The Issuer undertakes that if accepted for Listing and Quotation it will enter into an agreement to comply at all times while it is Listed with all of the obligations imposed on Issuers which apply to the Issuer under the Market Rules.

#### **4. Acknowledgements**

- 4.1 Without limiting any clause of this agreement or any provision of the Market Rules the Issuer acknowledges that:
- 4.1.1 EMS will only consider this application on receipt of any applicable Application Fee;
- 4.1.2 The Issuer is free at any time, without cost or penalty, to withdraw this application;
- 4.1.3 EMS may at its absolute discretion and at any time without giving reasons or prior notice suspend its review of this application or accept or refuse the application; and
- 4.1.4 Any Application Fee paid to EMS will be:
- i) applied against the Issuer's Annual Fee if this application for Listing or Quotation is accepted by EMS and the Issuer lists on an EMS market;
  - ii) non refundable if the Issuer determines not to list after acceptance by EMS or uses the fact of this application in any promotional way prior to EMS's decision;
  - iii) otherwise fully refunded if the application is declined by EMS or the Issuer withdraws this application prior to acceptance by EMS.
- 4.1.5 Once an application is approved, the Issuer must proceed to have securities quoted within 90 days, or such other agreed period, otherwise the approval will lapse and any application deposit paid shall be forfeited.

#### **5. Waiver and Indemnity**

- 5.1 The Issuer will not take any proceedings of any kind against EMS, any officer, employee, or delegate of EMS, for anything any such person may do or say or fail to do or say in the course or purported course of reviewing this application and deciding on it, unless it is shown that such person acted in bad faith;
- 5.2 The Issuer will ensure that no subsidiary, officer, or employee of the Issuer takes any such proceedings; and
- 5.3 The Issuer indemnifies EMS against all liabilities, losses and costs, including legal costs incurred by EMS in connection with any action or inaction EMS takes in relation to the Issuer in respect of its review of this application and this agreement, including any liability incurred to any third party.
- 5.4 Notwithstanding paragraph 5.3, if EMS is ever liable to the Issuer for any reason whatsoever the maximum combined amount EMS will have to pay the Issuer and anyone else using EMS services is a total of the Application Fee received with this application in any 12 month period.

*Signed for and on behalf of*

Efficient Market Services Limited

By:

\_\_\_\_\_  
Name of Issuer

\_\_\_\_\_  
in the presence of:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Director

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Director