



Market Announcement Platform (“MAP”) Agreement

Issuer Information

Issuer Name:			
User Name:		User Email:	
User Name:		User Email:	
User Name:		User Email:	
User Phone Number/s:			

By signing and completing this Agreement, the Issuer agrees to comply with the terms of this Agreement and warrants that:

- the signing individual is a duly authorised representative of the Issuer and is empowered to enter into this Agreement on behalf of the Issuer; and
- the Users entered in the table above are authorised by the Issuer to release announcements directly to the market NZX on behalf of the Issuer.

Signature of Authorised Issuer Representative

Name of Authorised Issuer Representative

_____/_____/20_____
Date

Please complete, sign, scan and email all pages of this Agreement to:

Client and Data Services Team (“CDS”) cds@nzx.com

All communications concerning MAP should be addressed to CDS and emailed to cds@nzx.com or please call [+64 4 496 2853](tel:+6444962853)



Definitions and interpretation

“Agreement” means this MAP Agreement (including the Policies) between the Issuer and NZX.

“Announcement” means an announcement about an Issuer or its business which an Issuer releases through MAP and includes the content of any such announcement.

“Issuer” means the issuer named on the front page of this Agreement, who is an Issuer that is currently Listed on, or has been approved by NZX for Listing on one of NZX’s markets, and “Listed” bears the meaning assigned to that term in the Rules.

“NZX” means NZX Limited and all of its officers, directors, employees, licensees, successors and assignees, including those licensed or authorised to act on NZX Limited’s behalf.

“MAP” means the Market Announcement Platform operated by NZX.

“Party” means a party to this Agreement, being NZX or the Issuer, and Parties means both NZX and the Issuer.

“Policies” means NZX’s policies relating to the release of announcements using MAP (as set out in Schedule 1) as amended from time to time.

“Rules” means the NZX Main Board/ Debt Market Listing Rules, the NZX Alternative Market Listing Rules or the FSM Rules that are applicable to the Issuer.

“User” means:

- (a) any employee of the Issuer who releases Announcements directly to the market on the Issuer’s behalf; or
- (b) any agent of the Issuer who releases Announcements directly to the market on the Issuer’s behalf.

In this Agreement, unless the context requires otherwise, the plural includes the singular and vice versa.

Agreement

1. In consideration of the Issuer agreeing to comply with the terms of this Agreement, NZX agrees to provide the Issuer with access to MAP and to release Announcements to the public via NZX’s market depth feed on behalf of the Issuer.

Term

2. This Agreement will commence on the date that it is signed by both Parties and will continue until terminated in accordance with clause 16 or 17 of this Agreement.

User details

3. NZX will provide each User with a user name and password for accessing MAP.

4. NZX will allocate the Issuer a ticker code that will be used to identify the Issuer’s Announcements.

Issuer obligations

5. The Issuer shall:

- a) ensure that its Users keep their user names and passwords secure and do not disclose them to any person or use them for any purpose other than releasing Announcements to NZX on behalf of the Issuer;
- b) promptly notify NZX of any changes to its Users;
- c) be solely responsible for complying with the provisions of the Rules and all applicable legislation relating to the release of its Announcements;
- d) be solely responsible for the content and timeliness of its Announcements; and

e) ensure that all its Announcements are properly identified in accordance with the applicable Policies and provisions of the Rules.

Issuer warranties

6. Each time an Issuer releases an Announcement via MAP, the Issuer warrants that:

a) the person releasing the Announcement directly to the market on behalf of the Issuer is authorised to do so;

b) the Announcement relates to the Issuer or the Issuer's business;

c) the Announcement is accurate, not misleading and original;

d) the Announcement and the release, publication and distribution of the Announcement, will not violate or infringe any copyright, trademark, or any other intellectual property, proprietary interest, privacy rights or other rights of any third party anywhere in the world;

e) the Announcement does not contain anything defamatory of any person or any viruses, scripts, macros or programs or links to any scripts, macros or programs and release of the Announcement would not be a contempt of court; and

f) the Announcement complies with all applicable laws and regulatory requirements.

Announcements

7. NZX will publish Announcements released via MAP to the public via NZX's market depth feed on behalf of the Issuer.

8. NZX may, in its sole discretion, refuse to release or publish an Announcement if, in NZX's opinion, or the opinion of any third party distribution channel used by NZX, the content or format is unsuitable for publication.

9. NZX may also distribute Announcements to third party information vendors or other interested parties as it thinks fit.

Licence

10. Notwithstanding any rights NZX may have under the Rules, the Issuer grants NZX a perpetual, royalty free, transferable, non-exclusive and irrevocable licence to distribute, display, reproduce, transmit, compile, publish, reformat, archive and create derivative works and excerpts of any of its Announcements for the purpose of distributing its Announcements to third party information vendors and the general public, and to sub-licence third parties to do the same.

Indemnity

11. The Issuer indemnifies NZX and its subsidiary companies and their respective officers, directors, employees, agents, licensees, successors and assignees, and any third parties licensed or authorised by NZX to release, publish and distribute Announcements, against all liabilities, damages, expenses and losses (including all legal costs and expenses) arising out of or in connection with the Issuer's or a User's failure to comply with this Agreement, or arising out of or relating to any breach of any of the Issuer's representations and warranties given in this Agreement or any claims alleging a breach of such representations and warranties.

12. Unless NZX agrees otherwise, NZX shall have sole control of the settlement or defence of any action which is covered by this indemnity and the Issuer shall cooperate with NZX, at its own cost, in



every reasonable way to facilitate such defence.

Liability

13. The Issuer agrees to ensure that its Users and any other person who releases Announcements on the Issuer's behalf comply with this Agreement and the Issuer agrees that it shall be liable for the acts and omissions of its Users and any other person who releases Announcements on the Issuer's behalf in connection with this Agreement as if they were acts of the Issuer.

14. NZX does not warrant that MAP will be available or will perform as expected or required or that the Issuer's Announcements will be released, published or distributed free from error or defect or that the release, publication or distribution of the Issuer's Announcements will not be interrupted or delayed.

15. For the avoidance of any doubt, to the greatest extent permitted by law, NZX and its subsidiary companies and their respective officers, directors, employees and agents will not be liable in any form whatsoever to the Issuer, a User, or any other person for any loss (including indirect and consequential loss), damage, costs or expenses of any kind arising out of or in connection with any delay, omission, default or error by NZX in relation to the availability, functionality or performance of the NZX Site, MAP, the electronic transmission, receipt or any other dealing with an Announcement, or any dealing with information entered into other systems using MAP.

Termination

16. This Agreement will terminate immediately upon the occurrence of any of the following events:

(a) the Issuer ceases to be Listed; or

(b) the Issuer commits a material breach of this Agreement.

17. In addition to the events set out in clause 16, NZX may terminate this Agreement immediately at any time and for any reason by notice to the Issuer.

18. Following termination or expiry of this Agreement, clauses 10, 11, 12, 13, 14 and 15, together with other provisions that are by their nature intended to survive, will remain in effect.

General

19. **Amendment** – NZX may unilaterally amend or replace this Agreement at any time and for any reason.

If NZX decides to amend or replace this Agreement, it will give the Issuer 30 days' prior notice before the change comes into effect. However, NZX may change or replace this Agreement without giving notice to the Issuer if NZX believes the amendment or replacement is necessary to ensure the orderly conduct of the market or if MAP malfunctions.

20. **Relationship of parties** – Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent or employee of the other Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

21. **Notices** - Any notice or other communication to be given by NZX to an Issuer (apart from Announcements) may be given by:

(a) posting the notice on the NZX website www.nzx.com;

(b) email to the primary contacts of the Issuer; or



(c) posting the notice on the MAP platform www.map.nzx.com/forms.

Where notice is given by NZX under clause 21(a) or (c), the Issuer, and each of its Users, is deemed to be aware of and bound by the amendment upon publication of the amendment on the NZX website or publication of the amendment on the MAP platform respectively.

Where notice is given by NZX under clause 21(b), it is deemed to be given by NZX and received by the Issuer on the date and at the time the email was sent by NZX. Any notice or other communication to be given by an Issuer to NZX in connection with this Agreement (excluding any Announcements) shall be given by email to cds@nzx.com.

22. Severability – If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. Assignment – The Issuer may not assign or transfer any of part of this agreement without the written consent of NZX (consent able to be withheld in NZX's sole discretion). NZX may assign or novate this Agreement to any person without the Issuer's consent.

24. Entire Agreement – This Agreement constitutes the entire agreement of the Parties and supersedes all prior agreements, arrangements, understandings and representations (whether oral or written) given by or made between the Parties, relating to the matters dealt with in this Agreement.

25. Governing law – This Agreement is governed by New Zealand law and the Parties submit to the non-exclusive jurisdiction of the New Zealand courts in any proceedings relating to it.



Schedule 1 - Policies

Access to MAP

1. The Issuer must obtain and operate its own telephone line, modem, computer, hardware, software and all other equipment required to access MAP.
2. The Issuer must obtain and pay for its own reliable Internet access and communications links to NZX.

Authentication Process

3. In order to access MAP, each User must enter the username and password allocated to that User by NZX.
4. The Issuer must not, and shall procure that each User does not, disclose their username or password to any other person.
5. The Issuer must, and shall procure that each User, maintains the security of their password and prevents disclosure to any other person.
6. If the Issuer knows, suspects or ought reasonably know or suspect that any User's password has been disclosed to any other person, the Issuer must immediately notify NZX – Client and Data Services by telephone or email at the following number or address:

Phone: +64 4 496 2853
Email: cds@nzx.com

Use of MAP

7. The Issuer agrees to comply, and shall procure that each User complies, with all directions issued from time to time by NZX which relate to the access and use of MAP.
8. NZX may, but is not obliged to, provide training in the use of MAP. The Issuer acknowledges that if NZX does provide any training to the Issuer, NZX takes no responsibility for that training.

Acknowledgement of Release to Market

9. After a market announcement has been released to the market using MAP, NZX will email an acknowledgement of release to the email address of the User who released that announcement.