

Listing Consultancy Contract Sample

**In addition to the following provisions, the parties may add other provisions to the contract, and delete or modify the materials or articles with an asterisk (*). In the interim, in paragraphs with "/", the parties may choose one of the phrases on both sides of "/".*

**All pages of the contract and its appendix (if any) must be signed and sealed by the parties.*

«Listing Consultancy Contract»

“Subject to Clause 2, Article 7 of products and commodity-based securities listing regulation in Iran Mercantile Exchange”

Article 1. Introduction

1-1 This contract is conducted between company (Ltd. /LLP), with registration No. represented by Sir / Madam, according to the Official Gazette No. dated, and address
....., which is called “company” briefly, and brokerage firm / funding company (Ltd. /LLP), with registration No. represented by Sir / Madam, according to the Official Gazette No. dated, and address.....
....., which is called “Consultancy” briefly.

1-2 In this contract the Securities and Exchange Organization of Iran is called “SEO”, Iran Mercantile Exchange is called “IME”, and resolutions of the High Council of Exchange, SEO and IME including products and commodity based securities listing regulation is called “regulation”, briefly.

Article 2. Contract Subject

The subject of the contract is to provide the following services by the consultancy to the company:

1. Advising the company on the listing process and offering products,
2. Assessing the company and the product readiness to be listed in IME,
3. Providing requested documents and information for exchange on behalf of the company in the listing process,
4. Controlling company’s compliance with regulations in the listing process,
5. Guiding the company to meet the potential requirements of the listing committee,

6. Implementing the necessary measures to include the company's commodity in the list of exchange rates,
7. Advising the company regarding the base price and how to offer the product in IME,

Article 3. Terms of Contract

Contract will be conducted from the date / signing of the contract and receiving the advance payment and will be terminated in case of any of the following conditions:

- 1- including the commodity's name in the list of exchange rates and offering it in IME,
- 2- The absolute rejection of the request by the listing committee, (pursuant to the first part of Article 15 of listing regulation).

Article 4. Contract Value and Payment Method*

The total contract value is equal to USD and will be paid as following:

1. The amount of USD / percent of the total contract value must be deposited on the account as a credible bank guarantee which must be valid until the end of the contract/ cheque (s).
2. The amount of USD / percent of the total contract value after accomplishing clause 3 of Article 2 of the contract and approval by the monitoring department.
3. The amount of USD / percent of the total contract value after accomplishing clause 6 of Article 2 of the contract and approval by the monitoring department.
4. The amount of USD / percent of the total contract value after reaching the contract subject and approval by the monitoring department.

Clause1. The guarantee referred to in paragraph 1 of Article 4 will be refunded to the consultant at the time of final settlement of the contract.

Clause2. All legal deductions will be deducted from any payments.

Article 5. Rights and Obligations of the Consultancy

1. Assessing the possibility of commodity to be listed in IME and the company's readiness to offer its products in IME,
2. Advising and orienting managers and officials of the company with the requirements and listing process, and rules and regulations, as well as

- reporting requirements and suppliers obligations, including the committed volume of offering in IME by the supplier,
3. Preparing/ reviewing and approving the prospectus and filling out the questionnaire and commodity identification form in accordance with the sample forms of IME,
 4. Coordinating the necessary joint meetings between executives and officials of the company and IME,
 5. Monitoring the company compliance with the regulations in the process of listing,
 6. Coordinating the necessary actions in order to visit the production lines and warehouses of the company upon the request of the listing committee or IME,
 7. Participating in negotiations to determine the base price,
 8. Offering the listed commodity or advising the company to offer the commodity
 9. Checking all documents, records and information provided by the company and verifying completeness of documents and authenticity of signatures of authorized signatories to IME,
 10. As long as the company and the commodity do not have required and sufficient conditions to be listed in IME, the consultancy should not submit the listing request to IME,
 11. The consultancy is obliged to keep all the secrets of the company that is informed due to accomplishing the subject of contract, and is not allowed to disclose them except for the cases stipulated in laws or regulations,
 12. If the amounts specified in Article 4 are not paid within days after the depositing the cheque/ bank guarantee in paragraph 1 or after approval by monitoring departments in other paragraphs, the consultancy can prevent meeting its contractual obligations until the payment is done. *
 13. The consultancy is obliged to comply with all the deadlines set in the laws and regulations; otherwise, they would be liable for all damages that the company will face, unless the cause of the delay attributable to the company's obligations,
 14. If the consultancy is informed of important changes in the information provided by the company made during the review of listing application, they shall immediately inform IME about it.

Clause: The important changes are determined in accordance with regulations.

15. If the consultancy recognizes any kind of nonconformity of the rules and regulations by the company, they shall announce it officially to the company, and the company is obliged to comply with the consultancy's opinion.
16. Performing other cases that the consultancy is responsible for in accordance with the regulations.

Article 6. Rights and Obligations of the Company

1. Preparing and submitting all required information and documents by the consultancy in accordance with the laws, regulations and guidelines, within ... days / in the shortest possible time from the date of request by the consultancy and performing all the necessary cooperation to expedite matters related to the subject of the contract,
2. Performing the necessary arrangements for experts from IME and consultancy to visit the main activities of the company,
3. Meeting the necessary obligations, according to the IME announcement,
4. Declaring important changes in the presented information to the consultancy and IME,
5. Accepting responsibility for the accuracy of all information provided to the consultancy and IME,
6. Doing the payment for listing and registration fees,
7. In case of noticing any kind of problem in the process of advising, the company must announce it officially to the consultancy. The consultancy is obliged to apply the company's opinion and if the company's opinions are in contrast to the laws or regulations, the consultancy shall persuade the company arguably.
8. The company is obliged to offer their commodity in IME up to months (maximum 6 months) after the first release, exclusively through adviser.. *
9. Performing other cases that the company is responsible for in accordance with the regulations.

Article 7. The Monitoring Department *

The monitoring department and the company's representative is
Surveillance by the monitoring department does not detract in any way from the obligations of the company.

Article 8. The Penalties *

- 1- If the consultancy does not carry out any of its obligations stipulated in the contract provisions or in regulations on deadlines and part or all of the work is delayed, for each day of delay, the company can deduce equivalent to ...% of the contract value from the consultancy's receivables. In case of insufficient receivables, the company has the right to litigate and ask for the concerning penalties.
- 2- If the company delay the payment of the contract value, for every day of delay, is liable to pay ...% of the contract amount.

Clause 1) Claiming penalties are not a barrier to demand for damages and the cost.

Clause 2) If delay in fulfilling the consultancy's obligations is due to delay or non-performance of the company's obligations, the consultant mentioned in this article is not obliged to pay penalties.

Article 9. Termination of the Contract

1. In case of fulfillment of any of the following matters, each party can declare the matter with all documentation to the other side. If no response is given within ten days or the provided answer is not prompt, termination of the contract will be announced to the other side:

1-1 Violations of any terms of the contract in accordance with agreement between the company and the consultancy, *

1-2 Incidence of natural disasters in which it is impossible to fulfill the contract and its continuity over a month. *

2. If the company provides false information or it turns out that despite a written notice by the consultancy, the company has not complied with laws or regulations, the consultancy can terminate the contract through written notification.
3. If the company withdraws its request to list its commodity in IME before the end of the contract, it can terminate the contract provided that the company declares it to the consultancy fifteen days, in advance.

Clause 1) Claiming penalties is not a barrier to demand for damages and the cost.

Clause 2) Along with the termination of the contract, each party is obliged to notify IME, through a written notification the exact date of termination of the contract.

Clause 3) In case of termination of the contract by either party, the account will be settled in accordance with announcement of the consultancy and approval of the monitoring department.

Article 10. Settlement of Disputes

In case of any differences in the interpretation or implementation of all or part of the contract, the parties shall first try to resolve it through negotiation. In the absence of outcome, Article 36 of the Securities Market Act regarding dispute resolution is binding.

Article 11. Legal Residence of the Parties

Residence of the parties is the same as the one mentioned in Article 1 of the contract. In case of any changes in the addresses, each party is bound to notice

their new address within 15 days before the change to the other party. As long as the new address has not been announced, correspondence will be done via the previous address and will be considered received.

The contract was set in 11 Articles and 8 clauses in 3 copies and on was signed by the parties. A copy of the contract will be kept by the parties the third edition will be presented to IME.

The Company Seal and Signature

The Consultancy Seal and Signature