

Appendix 4 H – Listing Agreement

BARBADOS STOCK EXCHANGE INTERNATIONAL SECURITIES MARKET

LISTING AGREEMENT

Issuer: _____

Legal name of Issuer

Head Office Address: _____

Name of Listing Sponsor: _____

The definitions in the ISM Listing Rules and the ISM Listing Sponsor Rules apply to the provisions of this Listing Agreement.

In consideration of the listing on INTERNATIONAL SECURITIES MARKET of the BARBADOS STOCK EXCHANGE (the “Exchange”) of securities of:

(the “Issuer”), the Issuer agrees with the Exchange:

1. The Issuer will comply with all requirements of the Exchange applicable to ISM listed issuers, including the ISM Listing Rules, ISM Listing Sponsor Rules and any policies, rulings, directions and procedural requirements of the Exchange.

2. The Issuer will cause its directors, officers, employees, partners, agents, and consultants to comply with all requirements referred to in paragraph 1. A breach of any of those requirements by a director, officer, employee, partner, agent or consultant of the Issuer will be deemed to be a breach by the Issuer.
3. The Issuer will retain a Listing Sponsor on a continuous basis, maintain regular communications with its Listing Sponsor, and consult regularly with its Listing Sponsor on compliance with the Exchange's requirements and any changes to the requirements applicable to ISM listed issuers.
4. Without limiting the generality of paragraph 1, the Issuer agrees to comply with all requirements of the Exchange to:
 - 1) Notify the Exchange of any proposed issuance of securities and, if required by the ISM Listing Rules, to apply for listing and obtain the approval of the Exchange before issuing any securities;
 - 2) Notify the Exchange of any material events and changes, any proposed changes in its issued capital, and all other matters as required by the ISM Listing Rules, including any proposed distributions to the holders of its listed securities, and any proposed changes to the number of its listed securities or to the rights of the holders of its listed securities;
 - 3) Make public disclosure of all material events and changes and other matters as required by the ISM Listing Rules, in the manner required by Exchange;
 - 4) Make public, and circulate to holders of its listed securities, annual and interim reports and other disclosures as required by the ISM Listing Rules;
 - 5) Concurrently file with the Exchange one copy of all notices, reports or other communications sent by the Issuer to holders of its listed securities or filed with any other securities exchange or securities regulatory authority;
 - 6) Pay its annual listing fees and any other applicable fees charged by the Exchange when due;
 - 7) Provide to the Exchange any information, documents or records requested by the Exchange that the Exchange may reasonably require or request.
5. The Exchange has the right in its absolute discretion to halt or suspend trading in any of the Issuer's listed securities with or without notice, or to delist any such securities, provided that the Exchange will give the Issuer an opportunity to be heard before delisting any securities.
6. The Issuer agrees to release and indemnify the Exchange and its directors, officers, employees, partners and agents from and against all claims, suits, demands, actions, costs, damages and expenses, including legal fees, that may be incurred by the Exchange as a result of or in connection with the enforcement by the Exchange of any provision of this agreement or any of its requirements.
7. This agreement shall be governed by and construed in accordance with the laws of Barbados.

NAME OF ISSUER:

DATE:

SIGNATURE OF AUTHORIZED OFFICER

Officer's name:

Officer's title:

DATE

SIGNATURE OF AUTHORIZED OFFICER

Officer's name:

Officer's title: