

# Commission Agreement



The City of London

\_\_\_\_\_, 20\_\_\_\_

The present Commission Agreement is concluded between SwissDAQ Limited, Registered in England 11917756, and \_\_\_\_\_ ID \_\_\_\_\_, hereafter “the Agent”, further as “Parties” on the following:

## 1. Subject of Agreement

**1.1.** Agent provides services of promotion and marketing on behalf of SwissDAQ on the territory of \_\_\_\_\_, edifying Clients, intending to list their companies’ shares on the SwissDAQ platform. The shares are supposed to be ‘freely transferable’.

**1.2.** The Agent, while acting as a mediator, negotiates the Listing Contract between SwissDAQ and a Client, and is obliged to inform SwissDAQ about the Share Registrar’ details of every potential Client as soon as such information becomes available and before proceeding any further with the Client.

**1.3.** The initial offer price for the shares is to be determined by SwissDAQ, according to the Client’s company valuation.

## 2. Commission payment

**2.1.** The commission to be paid to the Agent is 20% of the annual listing fee for as long as their Client’s shares are listed on the SwissDAQ platform (settled annually), 10% of the legal fees for admission paid by the companies that the Agent has signed up onto the SwissDAQ platform (one-off payment calculated upon admission). The Agent also gets 0,5% of all future trades with the shares of the respective Client on the SwissDAQ platform. The Agent’s commission is paid by a bank transfer from a SwissDAQ bank account directly into the Agent’s bank account and only after the full annual fee has been settled with the Client or the share transfer has been fully completed and duly registered.

**2.2.** The Agent will not have the right to charge SwissDAQ for any commission in case the Client renounces or does not sign the Listing Contract for any reason.

## 3. Responsibilities of the parties

**3.1.** In case the Agent discovers commercial interest of a potential Client, he is obliged to inform SwissDAQ in writing and to include that client into the Register, which is an integral part of this Agreement as well as to provide a set of official documents (for the Client’s company) and necessary KYC documents, including but not limited to Passport/ID copies (for company directors and shareholders). The Agent is not entitled to demand any payments for client’s services, whose data were not presented in a written form (the Register) and approved by SwissDAQ.

#### 4. Other Terms and conditions

4.1. This Agreement enters into force upon signing and on condition of prolongation. However, both Parties have the right to cancel the Agreement by unilateral decision. The cancellation request must be sent by e-mail at least 7days in advance.

4.2. In the event this Agreement is terminated due to causes for termination as described above, neither one of the Parties will have the right for any payments of compensation, penalization or for any other concept claimed with reference to this Agreement.

4.3. All possible discussions and disputes, related to this Agreement are governed by the Law of England.

4.4. All information and data sent by e-mail given below by the Parties is considered official and valid. In case of disputes such e-mails are considered “enclosures” and integral parts of this Agreement.

#### 5. Down payments

5.2. Any amounts paid by Clients as down payments for listing their companies on the SwissDAQ platform are beyond the banking procedure of the Agent, and are to be paid by the Client(s) directly into a bank account designated for this purpose by SwissDAQ.

#### 6. Contact Details

SwissDAQ Limited 196 High Road London N22 8HH UK	Agent
Tel: +44 208 123 1500 E-mail: 1@primer.capital	
Signed:	Signed:

#### REGISTER OF CLIENTS

Stock details	CLIENTS