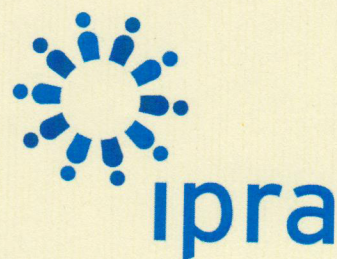
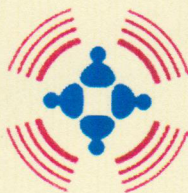


شرکت اطلاع رسانی  
و خدمات بورس  
وابسته به سازمان بورس و اوراق بهادار



Date: 23.4.2019

No: 212/5739

## Memorandum of Understanding

between

SEO Information Dissemination and Services Company  
(SIDSCO)

and

International Public Relations Association (IPRA)

### 1. Parties

This is a memorandum of understanding (hereinafter refer to as "MOU") between the "International Public Relations Association", headquarter at: Munro House, Portsmouth Road, Cobham, Surrey KT11 1PP, UK (telephone +44 1634 818308), [www.ipra.org](http://www.ipra.org), (hereinafter refer to as "IPRA"), on one hand and the SEO Information Dissemination and Services Company, headquarter at 10, Azhari Alley, Hafez Street, Tehran, Iran, (telephone +98 21 64084000), <http://sidsco.ir> and [www.sena.ir](http://www.sena.ir) (hereinafter refer to as "SIDSCO"), on the other hand.

### 2. Objective of the MOU

Whereas IPRA is a worldwide organization representing individual PR professionals with a mission to lead trust and ethics in global communication;

Whereas SIDSCO is a national organisation and an affiliate company of the Securities and Exchange Organization of Iran "SEO", (the sole regulatory and supervisory authority to the Iranian capital market) with a mission to enhance financial literacy, investor education and news dissemination in its Territory;



this MOU is for areas of mutual cooperation in furtherance of the missions of both organisations as specified below in Schedules A and B.

### **3. Definitions**

Under this MOU the following definitions will apply:

3.1. Parties means the parties in clause 1.

3.2. MOU means this MOU and its Schedules.

### **4. Duration and Termination**

4.1. This MOU shall commence on the date of first signing of the Agreement and continue for 12 months.

4.2. The MOU may be renewed for further periods of 12 months by an act of the IPRA Board.

4.3. The MOU may be terminated by IPRA with 1 month notice.

4.4. The MOU may be terminated by SIDSCO with 1 month notice.

4.5. In all cases each Party agrees that there shall be no claim on the Party giving notice of termination by the Party receiving notice of termination for any fees, contracts or other expenses incurred before or after the completion of the termination arrangements specified above.

### **5. Territory**

The agreed Territory for the MOU on a non-exclusive basis, using the Official UN short name in English is, the Islamic Republic of Iran.

### **6. Financial considerations**

Nothing in this MOU implies any exchange of money between the Parties except as specified in Schedule B.

### **7. Jurisdiction and Embodiment**

7.1 The Officers or Administrators of the respective parties (as mentioned below under Notices) shall use their best endeavours to settle disputes arising from this MOU.

7.2. The laws of England shall be the governing law of this MOU and any matters arising out of, and relating to the interpretation of, the same.

7.3. This MOU embodies the entire MOU and understanding of the Parties hereto with respect to the subject matter hereof; and supersedes all prior and contemporaneous memoranda, agreements and understandings, oral or written, relating to the subject matter of this MOU.

### **8. CONFIDENTIALITY**

Neither Party shall disclose to any third persons or use any confidential information obtained in the course of the implementation of this MOU nor shall either Party use any such confidential information for the benefit of any third party without the written approval of the other Party.

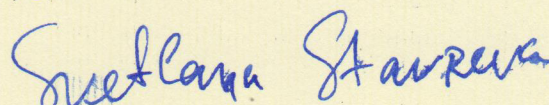
### **9. Notices**

Any notices required to be given hereunder shall be in writing and may be emailed, sent by courier, or posted to the addresses below and shall be deemed to have been received on the same day for email, one business day after deposit with a courier, or three business days after posting.

For IPRA:

Philip Sheppard, Secretary General [secgen@ipra.org](mailto:secgen@ipra.org)

Munro House, Portsmouth Road, Cobham, Surrey KT11 1PP, UK





For SIDSCO:

Yaser Fallah, CEO, [fallah.yaser@gmail.com](mailto:fallah.yaser@gmail.com)

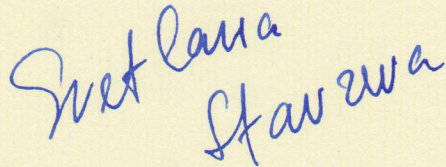
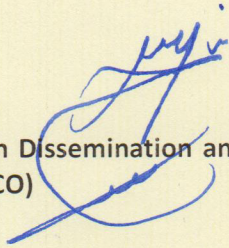
10, Azhari Alley, Hafez Street, Tehran, Iran

or to such other address or such person as any Party may specify in a written notice given to the other Parties hereto.

### **IN WITNESS THEREOF,**

The Parties hereto have caused this MOU to be executed as of the date first below written, in two originals, one for each Party.

Yaser Fallah  
CEO  
SEO Information Dissemination and Services  
Company (SIDSCO)



Svetlana Stavreva  
President  
International Public Relations Association  
(IPRA)



## Schedule A

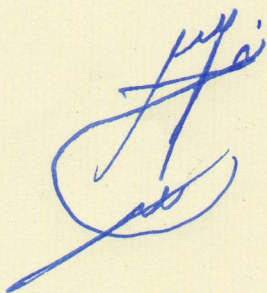
### IPRA agrees to:

- Invite the SIDSCO CEO as an Associate IPRA member paying no membership fee;
- Provide SIDSCO via email with IPRA Thought Leadership Essays, the IPRA President's monthly message, and free access to the previous year's Golden World Awards (GWA) winners' summaries;
- Offer Golden World Awards entries to SIDSCO and the Securities and Exchange Organization of Iran (SEO) at a reduced price;
- Where possible and on request provide names of potential speakers or trainers from within the IPRA membership for the events of SIDSCO.

## Schedule B

### SIDSCO agrees to:

- Nominate the SIDSCO CEO as an Associate IPRA member;
- Distribute in English or in translation (at SIDSCO's cost), IPRA Thought Leadership Essays and the IPRA President's monthly message;
- Inform all SIDSCO and SEO communications employees once every three months on the benefits of being an IPRA member;
- Publicise the IPRA Golden World Awards in the Territory via meetings, media and other public relations techniques;
- Forward Golden World Awards promotional emails sent by the IPRA Secretariat to key communications people within SIDSCO and the SEO every week during the GWA marketing window of February to May each year;
- Enter five of its best communication programmes into the Golden World Awards each year;
- Adopt and abide by the IPRA Code of Conduct in all its communication activities;
- Translate the IPRA Code of Conduct into Farsi and return a copy to IPRA at no cost;
- Keep IPRA informed by email of SIDSCO's and the SEO's Conferences and other major events;
- Inform IPRA if it has or is considering other Agreements or MOUs' with other international organisations.



Snehlana  
Sharma