NABIL® INVEST

PORTFOLIO MANAGEMENT SERVICES

ACCOUNT OPENING FORM

(Individual)

NABIL® INVEST
(A Subsidiary of Nabil Bank Ltd.)

Photo

"लगानी व्यवस्थापन सेवा"
व्यक्तिगत खाता खोल्ने फारम
PMS Individual Account Opening Form

☐ Single A/C (एकल खाता) ☐ Joint A/C (संयुक्त खाता)

Client Code

Portfolio Code:

Account Scheme:

Date (B.S.): M M D D Y Y Y Y

Types of Account (खाताको प्रकार)

☐ Discretionary ☐ Non - Discretionary ☐ Administrative ☐ Advisory ☐ Others (अन्य)

Investment Details (लगानीको विवरण)

Investment amount (in NPR)
लगानी रकम (रू. मा)

☐ Cash नगद ☐ Stock शेयर

In Words
अक्षरमा

Investment Objective
लगानीको उद्देश्य
☐ Capital Appreciation पुँजीगत बृद्धि ☐ Regular Income नियमित आय ☐ Capital Appreciation/Regular Income पुँजीगत बृद्धि/ नियमित आय

Investment Avenue
लगानीको क्षेत्र
☐ Equity इक्विटी ☐ Balanced Debt ऋणपत्र ☐ Mutual Funds सामूहिक लगानी कोष ☐ Fixed Deposit मुद्दती निक्षेप
☐ Others अन्य

Risk Tolerance
जोखिम क्षमता
☐ High उच्च ☐ Medium मध्यम ☐ Low निम्न

Expected Return
अपेक्षित प्रतिफल
☐ High उच्च ☐ Medium मध्यम ☐ Low निम्न

Exepected Time period of Investment with Nabil Investment PMS Account.
नबिल इन्भेष्टमेन्ट PMS खातामा लगानीको अनुमानित समयावधि

Applicant Details (निवेदकको विवरण)

Full Name
(पूरा नाम)

Date of Birth
(जन्म मिति)
B.S. (बि.सं.) M M D D Y Y Y Y
A.D. (ई.सं.) M M D D Y Y Y Y

Nationality
(राष्ट्रियता) :

Gender
(लिङ्ग) : ☐ Male (पुरूष) ☐ Female (महिला) ☐ Other (अन्य)

Email
(ईमेल)

Mobile
(मोबाइल)

Telephone
(टेलिफोन)

Residential status
(आवासिय प्रकार)
☐ Residential (आवासिय) ☐ Non-Residential (गैर आवासिय)

Educational Qualification
(शैक्षिक योग्यता) :
☐ SEE (एस.ई.ई) ☐ +2 (उच्च मा.वि.) ☐ Bachelor (स्नातक) ☐ Masters (स्नातकोत्तर) ☐ Literate (साक्षर)

Identification Card Details (परिचयपत्रको विवरण)

Citizenship No.
नागरिकता

Issued By
जारी गर्ने निकाय

Issued Place
जारी स्थान

Issued Date
जारी मिति
M M D D Y Y Y Y

Passport No.
राहदानी नं.

Issued By
जारी गर्ने निकाय

Issued Place
जारी स्थान

Issued Date
जारी मिति
M M D D Y Y Y Y

Expiry Date
म्याद समाप्ति मिति
M M D D Y Y Y Y

Other Identity Document
अन्य परिचय खुलाउने कागज

Issued By
जारी गर्ने निकाय

Issued Place
जारी स्थान

Issued Date
जारी मिति
M M D D Y Y Y Y

Expiry Date
म्याद समाप्ति मिति
M M D D Y Y Y Y

PAN No.
(स्थायी लेखा नम्बर)

In Case of Minor (नाबालक हकमा)

Birth Certificate/ Minor Identity card No.
जन्मदर्ता प्र.नं./नाबालक परिचय पत्र नं.

Issued Place
जारी स्थान

Date to become adult
बालिग हुने मिति
M M D D Y Y Y Y

Issued Date
जारी मिति
M M D D Y Y Y Y

Temporary Address (अस्थायी ठेगाना)

Country
देश

Province
प्रदेश

Zone
अञ्चल

District
जिल्ला

R.M./Municipality
गा.पा./न.पा.

Ward No
वडा नं.

Street/tole
सडक/टोल

House No.
घर नं.

Telephone No.
टेलिफोन नं.

Permanent Address (स्थायी ठेगाना)

Country
देश

Province
प्रदेश

Zone
अञ्चल

District
जिल्ला

R.M./Municipality
गा.पा./न.पा.

Ward No
वडा नं.

Street/tole
सडक/टोल

House No.
घर नं.

Telephone No.
टेलिफोन नं.

Location Map (बसोबास गर्ने ठेगानाको मार्ग चित्र)

If possible please obtain location map from google or mention nearest land mark like temple/college, etc. In case of foreign nationality google map location of permanent address to be obtained.

यदि सम्भव भएमा कृपया गुगल म्याप अथवा नजिकको मन्दिर, कलेज जस्ता कुनै खास स्थानको चिन्ह उल्लेख गर्नुहोस् । यदि विदेशी नागरिक भएको खण्डमा स्थायी ठेगानाको 'गुगल म्याप' नक्सा संलग्न गर्नुहोला ।

N

Family Details (परिवार विवरण)

S.No. क्र.स.	Relationship नाता	Name, Surname नाम, थर
1	Spouse (श्रीमान/श्रीमती)	
2	Father (बुबा)	
3	Mother (आमा)	
4	Grand Father (बाजे)	
5	Son (छोरा)	1.
		2.
6	Daughter (छोरी)	1.
		2.
7	Daughter-in-law (बुहारी)	
8	Father-in-law (ससुरा)* In case of married women (विवाहित महिलाको हकमा)	

Details of Income Source (आयस्रोतको विवरण)

Related Occupation
संलग्न रहेको पेशा

- ☐ Govt. Service सरकारी सेवा
- ☐ Public/Private पब्लिक/निजी
- ☐ NGO/INGO एन.जि.ओ/ आई.एन.जि.ओ
- ☐ Business व्यवसायी
- ☐ Retired निवृत्त
- ☐ Housewife गृहिणी
- ☐ Other अन्य

For Govt. Service/Public/Private/NGO/INGO (सरकारी सेवा/पब्लिक/प्राइभेट/एन.जी.ओ/आई.एन.जी.ओ)

S.N. क्र.सं.	Name of Organization संस्थाको नाम	Designation पद	Address ठेगाना	Phone फोन	Estimated Yearly Income अनुमानित वार्षिक तलब/आय

For Business/Self employed (व्यवसाय/स्वरोजगार)

S.N. क्र.सं.	Name of Organization संस्थाको नाम	Designation पद	Nature of Business व्यवसायको प्रकृति	Address ठेगाना	Phone फोन	Estimated Yearly Income अनुमानित वार्षिक तलब/आय

For Retired/Housewife/other (नि./गृहिणी/अन्य)

Source of Income
आम्दानीको स्रोत

Annual Income
वार्षिक आय

Incase of retired (निवृत्तको हकमा)

S.N. क्र.सं.	Name of Organization संस्थाको नाम	Designation पद	Address ठेगाना	Retirement Date अवकास प्राप्त मिति

Declaration of Networth (कुल सम्पतिको स्वउद्घोषण)

☐ upto NPR 10 lakh रू १० लाख सम्म

☐ upto NPR 50 lakh रू ५० लाख सम्म

☐ upto NPR 1 Crore रू १ करोड सम्म

☐ Above NPR 1 Crore रू १ करोड माथि

Declaration of Beneficial Owner (हिताधिकारीबाट स्वउद्घोषण)

Do you have Beneficial Owner?
के तपाईको हिताधिकारी हुनुहुन्छ ?

☐ Yes छ

☐ No छैन

If yes please write name of beneficial owner and relationship with you?
यदि छ भने तपाईको हिताधिकारीको नाम र तपाईसँगको नाता खुलाउनुहोस् ।

S. N. क्र.सं.	Name नाम	Relation सम्बन्ध	Address ठेगाना	Contact No. फोन

Declaration of Nominee (मनोनीत घोषणा)

I/we in the event of my death or in capacity the following named nominees shall be entitled to the accounts.
म/हाम्रो मृत्यु अथवा अशक्त भएको अवस्थामा तल उल्लेखित इच्छाइएको व्यक्ति मेरो/हाम्रो खाताको हकवाला हुनेछ ।

Nominee's Name:
इच्छाइएको व्यक्तिको नाम

Date of Birth:
जन्म मिति

B.S. M M D D Y Y Y Y

A.D. M M D D Y Y Y Y

☐ Citizenship नागरिकता ☐ Passport: पासपोर्ट

Photo

Citizenship/ Passport No.
नागरिकता/ पासपोर्ट नं.

Issued By
जारी गर्ने निकाय

Issued Date
जारी मिति M M D D Y Y Y Y

Nominee's Relationship
इच्छाएको व्यक्तिसँगको नाता

Father's Name:
बुबाको नाम

Mother's Name:
आमाको नाम

Grand Father's Name:
बाजेको नाम

Address:
ठेगाना

Contact No.:
सम्पर्क नं.

Return Transfer Account (प्रतिफल फिर्ता गर्ने खाता)

I/We request Nabil Investment Banking Ltd. to transfer the returns to below mention bank accounts .
म/हामी नबिल इन्भेष्टमेन्ट बैंकिङ्ग लि. लाई लगानी व्यवस्थापन सेवा मार्फत गरिएको लगानीको प्रतिफल तल उल्लेखित बैंक खातामा पठाउन अनुरोध गर्दछु/गर्दछौं ।

Account Holder's Name:

Account Number:

Name of Bank:

Branch Address:

In Case of Minor (नाबालकको हकमा)

I/We, Mr./Mrs. ..... declare I/we am/are the benefit parent's /guardian(S)

Mr./Miss. ..... with Date of Birth ..... B.S./A.D. and

I/we am/are lawfully entitled to act for and an behalf and benfit for the minor.

म/हामी, श्री/श्रीमती ..... घोषित गर्दछु/गर्दछौं कि म/हामी अभिभावक

नाबालक .....जसको जन्म मिति ..... वि.सं./ई.सं कानूनत उनको तर्फबाट कारोबार गर्नेछु/गर्नेछौं ।

ID doc & Number
परिचय पत्र र नं.

Issued By
जारी गर्ने निकाय

Issued Date
जारी मिति M M D D Y Y Y Y

Father's Name:
बुबाको नाम

Grand Father's Name:
बाजेको नाम

Address:
ठेगाना

Contact No.:
सम्पर्क नं.

Risk Factor (जोखिमका क्षेत्रहरू)

Risk Factor: Securities Investments are subject to market risk and there is no assurance or guarantee that the objectives of the portfolio will be achieved. Past performance of the portfolio manager does not indicate the future performance of the portfolio.

Investor may note that portfolio manager's investment decisions may not be always profitable as actual market movements may be as variance with anticipated trends. The liquidity of portfolio's investments is inherently restricted by trading volumes in the securities in which it invests. As with any investment in securities, the value of investment held by the client may go up or down depending on the various factors and forces affecting the market. The names of the products do not in any manner indicate either the quality of the products or their future prospects and return.

धितोपत्रहरूमा गरिने लगानीहरू बजार जोखिमका विषय हुन् र यसमा लगानीका उद्देश्यहरू हासिल हुने कुनै बाचा वा ग्यारेन्टी हुँदैन । लगानी व्यवस्थापकका विगतका प्रस्तुतिले लगानीको भविष्यको प्रस्तुतिलाई ईङ्गित गर्दैन ।

लगानीकर्ताले बुझ्नुपर्छ कि लगानी व्यवस्थापकका लगानीका निर्णयहरू बजारका वास्तविक गतिविधिहरू, प्रत्यासित प्रवृतिसँगै परिवर्तन हुने भएकाले सँधै फाईदाजनक नहुन सक्दछ । लगानीकर्ताका लगानीका तरलता स्वाभाविक रूपमा धितोपत्रहरूमा बजारको आकारद्वारा सिमित तुल्याएको छ जसमा निजले लगानी गर्दछ । धितोपत्रका कुनै लगानी जस्तै ग्राहकले गरेका लगानीका मूल्य विविध तत्वहरू र बजारलाई प्रभाव पार्ने तत्वहरूका आधारमा माथि वा तल जान सक्दछ । सेवाका नामले सेवाहरूको गुणस्तर वा त्यसका भविष्यका सम्भावना र प्रतिफलहरूलाई दर्शाउँदैन ।

Declaration (स्वघोषणा)

I/We hereby declare that the portfolio account at Nabil Investment Banking Ltd. is opened with the money obtained from legitimate sources. The portfolio account shall not be used for the purpose of money laundering or terrorism activities. If the portfolio manager suspect or it comes to the knowledge of portfolio manager that portfolio account is being used to process illegal proceeds, the company reserves its right to act as per country's prevailing rules and regulations on money laundering. Also, I/We hereby declare that all the information and particulars given by me/us in this application is true and I/We haven't suppressed or hidden any fact whatsoever I/We agree and undertake to notify company within 30 calendar days, if there is any change in any information given in this application or in separate sheets with this application. I/We also agree furnish such information as You or SEBON or other regulatory authority may require to furnish from time to time. I/We hereby authorized the portfolio manager to trade in securities issued by Nabil Bank Ltd. itself or other related parties and securities to which the portfolio manager has given its underwriting commitment during public issue in addition to other market instruments as deemed fit by the portfolio manager under discretionary powers.

म/हामी यो घोषणा गर्दछु/गर्दछौं यस नबिल इन्भेष्टमेन्ट बैकिङ्ग लिमिटेडमा बैधानिक श्रोतबाट प्राप्त भएको रकमले लगानी व्यवस्थापन खाता खोलिएको हो । यस लगानी व्यवस्थापन खाता सम्पत्ति शुद्धिकरण गर्ने उद्देश्यले वा आतंकवादी कार्यमा लगानीको लागि प्रयोग गरिने छैन । लगानी व्यवस्थापकलाई यस लगानी व्यवस्थापन खाता गैरकानूनी कारोबार गर्नको लागि प्रयोग भइरहेको भनी कुनै आशंका लागेमा वा जानकारी हुन आएमा सम्पत्ति शुद्धिकरण तथा आतंकवादी क्रियाकलापमा वित्तिय लगानी सम्बन्धी कानून बमोजिम वा प्रचलित नेपाल कानून बमोजिम कारवाही गर्ने अधिकार लगानी व्यवस्थापकमा निहित रहनेछ । साथै म/हामी घोषणा गर्दछु /गर्दछौं कि म/हामीबाट यस निवेदनमा दिइएका सबै सुचना तथा विवरणहरू सत्य छन् र मैले/हामीले कुनै पनि तथ्य लुकाएका वा छिपाएका छैनौं । यदि यस निवेदनमा कुनै पनि सुचना वा यस निवेदनमा समावेश गरिएका सहायक पृष्ठमा परिवर्तन भएमा म/हामी ३० कार्य दिन भित्र जानकारी गराउन मञ्जुर छौं । म/हामी आवश्यकता अनुसार समय समयमा त्यहाँ वा धितोपत्र बोर्ड वा अन्य निकायहरूलाई थप जानकारीहरू प्रदान गर्न पनि मञ्जुर गर्दछु /गर्दछौं । म/हामी लगानी व्यवस्थापकलाई नबिल बैंक लि. र अन्य सम्बन्धित संस्थाले जारी गरेको धितोपत्र तथा लगानी व्यवस्थापकले निष्काशनका क्रममा प्रत्याभुत गरेको शेयरका साथै अन्य बजारका उपकरण निजको स्वविवेकमा खरिद/बिक्रि गर्न सक्ने अख्तियारी प्रदान गर्दछु /गर्दछौं ।

Applicant's Signature

KYC Related Information

Politically Exposed Person
राजनीतिक व्यक्ति

☐ Yes
छ

☐ No
छैन

If yes please mention details
यदि हो भने विवरण खुलाउनुहोस्

Please mention your position/ association and institution name if you are high profile individual or currently involved in or retired from political bureaucracy or other high position. यदि तपाई उच्च पदस्थ व्यक्ति वा राजनीतिक वा उच्च प्रशासनिक पदमा हाल कार्यरत अथवा सेवानिवृत्त भएको भए आफू संलग्न संस्थाको विवरण उल्लेख गर्नुहोस् ।

S. N. क्र.सं.	Institution Name संस्थाको नाम	Relation सम्बन्ध	Address ठेगाना	Details विवरण

Have you ever been formally accused, charged or committed of any crime?
के तपाई कुनै पनि आपराधिक कार्यका आरोपित, दोषी, दण्डित वा संलग्न हुनुहन्छ/हुनुहुन्थ्यो ? ☐ Yes छ ☐ No छैन

Have you ever been formally Sanctioned, fined or penalized by any gov. authority?
के तपाई कुनैपनि सरकारी निकायले आधिकारिक रूपमा प्रतिबन्धित, जरिवाना वा दण्डित गरेको छ/थियो ? ☐ Yes छ ☐ No छैन

Please mention the following details of your family member or close associates having high profile or currently involved in or retired from politics, bureaucracy or other high level poitions. यदि तपाईको परिवारको सदस्य अथवा नजिकको नातेदार उच्च पदस्थ व्यक्ति वा राजनीतिक वा उच्च प्रशासनिक पदमा हाल कार्यरत अथवा सेवानिवृत भएको भए सो सम्बन्धी विवरण उल्लेख गर्नुहोस् ।

S. No. क्र.सं.	Institution Name संस्थाको नाम	Relation सम्बन्ध	Address ठेगाना	Details विवरण

Thumb Impression
(औंठा छाप)

Right (दायाँ) Left (बायाँ)

Application Signature

Date

For Official Purpose Only

Bank Account No.

Bank Name

Branch:

Demat A/C No.

CRN No.

NEPSE Client Code

Broker Name

Client Risk Grading ☐ High ☐ Medium ☐ Low

Reason for risk grading (In case of High Risk) :

Documents Check List	Status
1. Acceptance of Offer letter	
2. Copy Of Citizenship/Passport/Birth certificate (Self Attested and Verified with original)	
3. Copy of Pan Card	
4. Employment Verification Letter / ID card issued by employer	
5. Power of Attorney	
6. Contractual Agreement Between Company and Client	
7. Demat Account,Mero Share, CRN Number & Bank Account	
8. Proof of Residential Address	
9. Source of Funds (Compulsory above or equal to Rs.Ten Lakh/ Below Rs, Ten Lakh Self Declaration)	
10. Proof of Relationship& Benificiary Valid ID (In case of Beneficiary is mention)	
11. In Case of Family PMS	
i. Married Certificate	
ii. Valid ID Card of Wife	
iii. Birth Cerfiticate/Valid ID card of Children	
iv. KYC of Family Members	
12. Proof of relationship & nominee valid ID (In case of nominee is mentioned)	

Application Screened by

Name:
Designation :

Application Approved by

Name:
Designation :

Account opened by

Name:
Designation :

Account approved by

Name:
Designation :

PORTFOLIO MANAGEMENT SERVICES AGREEMENT

This agreement for Portfolio Management Services is entered into at _____ on _____ day of _____20_____ by and between Nabil Investment Banking Ltd (Nabil Invest), a company incorporated under the Companies Act, 2063, and having its registered office at Central Plaza, Naxal, Kathmandu. (hereinafter referred to as ""the Portfolio Manager", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the one Part.
And
Mr./Mrs./Ms. _____, with citizenship I.D/Passport number(s) _____

_____, permanent resident/address _____ (hereinafter referred to as "the client" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the other part;

The Portfolio Manager and the Client/Clients are hereinafter collectively referred to as "Parties" and individually as a "Party".
WHEREAS:

A. The Portfolio Manager is duly authorized by the Securities Board of Nepal (hereinafter referred to as "SEBON") to provide Portfolio Management Service vide Registration no 19 (SEBON Registration).

B. The Portfolio Manager is engaged in investing the funds/assets of its Clients in securities on their behalf and providing portfolio management service to its Clients on discretionary, non-discretionary, administrative, advisory or other basis as introduced by the Portfolio Manager.

C. The Client wishes to receive from the Portfolio Management Services from the Portfolio Manager and thus, Parties hereto are entering into this Agreement to set out the terms and condition on which the Portfolio Manager has agreed to render and the Client has agreed to avail of, the aforesaid services.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

Unless the context or meaning thereof otherwise requires, the following expressions shall have the meaning assigned to them hereunder respectively: -

1.1. "Agreement" means Portfolio Management Agreement thereto from time to time and shall include all modifications, alterations, amendments, additions and deletions thereto made in writing upon mutual consent of the parties to the agreement.

1.2. "Client" means the individual or institutions who are willing to avail portfolio management services with Nabil Invest.

1.3. "Party or Parties" means the Clients, both individual or institution and/or "Nabil Invest" as the case may be or as the context may require.

1.4. "Portfolio" means investments made by the portfolio manager in securities and securities managed on behalf of the Client by the Portfolio Manager and such other forms of investments/deployment of the funds entrusted by the Client for the purpose of management pursuant to this agreement and includes a accretions of assets/benefits/entitlements acquired through investment of funds, – dividend and rights shares in respect of such securities forming part of the Portfolio, so long as they are managed by the Portfolio Manager.

1.5. "Portfolio Manager" means "Nabil Investment Banking Ltd." alternatively called "Nabil Invest" who pursuant to this Agreement with the Client, advises or directs or undertakes on behalf of the Client the management or administration of portfolio of securities or the funds of the Client as the case may be.

1.6. "Assets" means funds and securities handed over by the client to the Portfolio Manager from time to time for investing in securities and other assets and includes cash deposited by the client with the Portfolio Manager, but yet to be invested.

1.7. "Funds" means stock or cash managed by the Portfolio Manager on behalf of the Client pursuant to this agreement and includes any Securities mentioned in the application any further securities placed by the client with the portfolio manager for being managed pursuant to this agreement security acquired by the portfolio manager through investment of Funds, bonus and rights shares in respect of securities forming part of the portfolio, so long as the same is managed by the portfolio manager.

1.8. "Discretionary Portfolio Management Services" means the Portfolio Management Services on discretionary basis rendered to the client by the portfolio manager on the terms and conditions contained in this agreement, where-in-under the Portfolio Manager exercises any degree of discretion whilst making decisions for the investments or management of assets Portfolio of the client.

1.9. "Non-Discretionary Portfolio Management Services" means the Portfolio Management Services on non-discretionary basis rendered to the client by the portfolio manager on the terms and conditions contained in this agreement, where-in-under the Portfolio Manager invests in a portfolio of securities for and on behalf of the client with the consent of the client.

1.10. "Portfolio Advisory Services" means the Portfolio Management Services on consulting basis rendered to the client by the portfolio manager on the terms and conditions contained in this agreement related to capital market that includes One-time or ongoing Advisory as per this agreement.

1.11. "Administrative Services" means the Portfolio Management Services on administrative or custodian basis rendered to the client by the portfolio manager on the terms and conditions contained in this agreement.

1.12. "Service/s" means Discretionary Portfolio Management Services, Non-Discretionary Portfolio Management Services, Portfolio Advisory Services and Administrative Services, either individually or collectively.

1.13. "PMS" means Portfolio Management Services.

1.14. "Bank Account" means accounts opened, maintained and operated by the Portfolio Manager in the name of the client with any Banks/Financial Institutions.

1.15. "Depositary Account" means accounts opened, maintained and operated by the Portfolio Manager in the name of the Client with depository Participants registered/licensed under appropriate laws of Nepal.

1.16. "Custodian" means any person appointed by the portfolio manager from time to time, for custody of securities of the Client and to perform such other functions like of corporate actions associated with the securities.

1.17. "Person" includes any individual, partnership, company, body corporate, co-operative society and corporation.

1.18. "SEBON" means the Securities Exchange Board of Nepal established under the Securities Act, 2007.

1.19. "Regulations" means Portfolio Management Guidelines,2010 issued by SEBON and as may be amended from time to time including any amendments, notifications, circulars and guidelines issued from time to time.

1.20. "Portfolio Management Fee" shall have the meaning attributed thereto in Clause 11 below that includes Annual Management Charges, Performance Fee, Exit Load, Depositary fee, Regulatory/Statutory Fee, Broker Commission and Taxes.

1.21. "Hurdle Rate" means a rate on the investment amount up to which the portfolio manager will not charge any performance fee; however, the hurdle rate is not the confirmation of the return.

1.22. "Securities" includes:

(i) "Securities" as defined under the Securities Act, 2007

(ii) Any other instruments or investments as may be permitted by the applicable law from time to time.

1.23. "Law/s" means Portfolio Management Guidelines 2010, rules, regulations, guidelines under the Securities Act and other applicable Nepalese Laws/rules/regulations/guidelines related with this agreement, including any amendments thereof.

2. Appointment of the Portfolio Manager

The Client(s) on client's own risk/s, hereby appoints and authorizes Nabil Invest as Portfolio Manager to provide the Services in accordance to this Agreement and the applicable laws. The Portfolio Manager shall retain, throughout the operation of this Agreement, complete and unrestrained authority to execute in the name and on behalf of the Client, all necessary deeds, documents writings, forms, applications, as may be necessary to be filed with any company, organization, institution, government body or department in any manner relating to the management of the investment and to take all necessary actions to enable Portfolio Manager to effectively exercise the authority conferred in hereto and for any incidental and consequential actions in relation to the service/s.

3. Services

During the signing of this Agreement, the Client/s shall choose as to which service the client agrees to receive from Nabil Invest. Portfolio Manager shall provide such services as may be agreed in writing. The services shall include:

A. Nabil Invest Non-Discretionary Portfolio Management (NINDPMS)

Under these services, Nabil Invest as portfolio manager executes transactions in securities as per the discretion and mandate received from the client and in terms of PMS agreement. The Portfolio Manager's role is limited to providing research, investment advice, administrative services and trade execution facility to the client.

B. Nabil Invest Discretionary Portfolio Management Services (NIDPMS)

Under these services, The Client appoints and authorizes Nabil Invest as a Portfolio Manager with absolute and unfettered discretion under the terms of this agreement, to act as the client's agent for the purpose of managing the funds by investing it in capital/money market instruments as portfolio manager may deem fit from time to time that includes investment research, investment administration and investment decision.

C. Nabil Invest Portfolio Advisory Services (NIPAS)

Under these services, advisory services shall be provided to ease clients taking investment decision that includes identification of appropriate asset allocation, investment of assets, reallocation and adjustment of account shall be carried out in accordance with this agreement on one time or periodic basis.

D. Nabil Invest Portfolio Administrative Services (NIPADS)

Under these services, administrative, custodian or clerical assistance shall be provided for the portfolios managed and operated by the client/s whereby Portfolio Manager shall develop investment strategies, monitor business trends, analyze financial data, identify market risks and opportunities and reorganize portfolios as required to meet financial goals among other services as permitted under law.

4. Scope of Services

i. The Portfolio Manager agrees to provide Portfolio Management Services (hereinafter referred to as 'the Services') as permitted under law, which shall be in the nature of investment consultancy and management and may include the responsibility of managing, renewing and reshuffling the portfolio, buying and selling the securities, keeping safe custody of the securities and monitoring book closures, dividend, bonus, rights etc. so as to ensure that all the benefits accrue to the Client's Portfolio, for an agreed fee structure and for a definite period hereinafter described, entirely at the Client's risk.

ii. The Portfolio manager shall act in a fiduciary capacity and as a trustee and agent of the Client's account.

iii. The Portfolio Manager and every person employed or appointed by the Portfolio Manager shall not be responsible to any other person including any employee or officer of the Client, or to the Client for any loss or expenses resulting to such other person, or to the Client due to insufficiency or deficiency of value of or title to any property or security acquired or the exercise of any discretion including voting rights and corporate actions on behalf of the Client or the insolvency or wrongful act of any debtor or any person under obligation to the Client or for anything done in good faith in the execution of the duties of its office or in relation thereto.

iv. Portfolio Manager shall be under no obligation and shall have no liability for/against/with any party other than the client, for/with whom the Client may be acting or is in business with, and it is hereby further provided that the obligation of the Client shall in no way be diminished by reason of the Client acting for or on behalf of any other person.

v. The Client is responsible for any supplementary legal and accounting fees, charges, or costs which might be incurred by Client as a result of Client or Portfolio Manager (if so engaged) implementing recommendations and or managing Client's assets. These costs are exclusive of and in addition to Portfolio Manager's fees agreed herein.

vi. The Client undertakes to maintain the Minimum Participation Amount as specified in the Product Paper or as per the Portfolio Management Guidelines 2010.

5. Functions, obligations, duties and responsibilities

i. Portfolio Manager shall invest the funds in accordance with the regulations as amended from time to time.

ii. Portfolio Manager may deal in securities on behalf of the Clients through any member brokers of the Nepal Stock Exchange Stock (NEPSE) and can operate depository account and bank account with the own discretion of the Portfolio Manager.

iii. Portfolio Manager shall provide quarterly statement or online access on investments made on behalf of the Client and the returns realized thereon.

iv. Portfolio Manager shall maintain books and records relating to its transactions for the Client to ensure compliance with the regulations and shall audit its accounts as required under the regulations.

v. Portfolio Manager may open and operate bank account(s), depositary account and broker account through Power of Attorney from the clients for and on behalf of the Client to deposit, to withdraw money and securities respectively and fully operate the same for the purpose of this agreement.

vi. Portfolio Manager agrees and undertakes not to directly and/or indirectly benefit out of the Clients funds or securities except in the manner provided for in this Agreement.

vii. Portfolio Manager shall, if/when required by applicable law, court orders, or through an order of any government authority, disclose the details of Client including this agreement.

viii. Portfolio Manager shall have authorization from the Client through this Agreement, to do anything which Portfolio Manager considers necessary or appropriate in order to provide the services or to comply with any applicable laws or regulations as may reasonably be appropriate. The Client agrees to ratify and confirm everything lawfully done in the exercise of such discretion by Portfolio Manager that include assigning the proxy right to the Portfolio Manager until there is written objection for the proxy from the clients.

ix. The Portfolio Manager on behalf of the clients with the Power of Attorney can collect dividends for the clients including bonus and cash dividend from respective RTS, application of right shares, open/closure of bank account, depository account and broker account.

x. Portfolio Manager shall have full authority to execute in the name and on behalf of the Client, all necessary deeds, documents, writings, forms, applications, as may be necessary to file with any company, banks and other financial organizations, institutions, securities registrars, depository participants, government bodies, or departments in any manner relating to the management of the Account and to take all necessary actions which enables the Portfolio Manager to effectively exercise the authority conferred in hereto and for any incidental and consequential actions.

xi. Portfolio manager shall segregate each clients' funds and portfolio of securities and keep them separately from Portfolio Manager own funds and securities.

6. Representations and Warranties of the Portfolio Manager

i. The Portfolio Manager represents and warrants that it has proper licensing and approval to operate as a Portfolio Manager.

ii. Any and all advice, analysis and recommendation made by the Portfolio Manager constitute an expression of Client specific opinion based upon information obtained only from public sources and shall be rendered in written form, through e-mail, correspondence, financial exhibits, graphs, outlines and or other textual material. Non-written communications are provided only for educational or informational purposes and should not be relied upon as specific advice.

iii. All analysis, projections and graphs used to support advice and recommendation are only estimates and illustrations; and that all model results are at best approximations as it is impossible to capture all variables to predict the future. The Portfolio Manager does not provide any guarantee (express or implied) for the appreciation in value of the Securities recommended to the clients or in which the Portfolio Manager invests the Client's funds.

iv. The Portfolio Manager understands and acknowledges that the liability of the Client shall not exceed the value of the client's investment with the Portfolio Manager.

7. Representations and Warranties of the Client

i. The Client represents and warrants that the client is eligible and competent to enter into this Agreement and appoint Portfolio Manager to manage the Assets of the Account. The Client shall at all times comply with all relevant laws, rules and regulations as may apply to the client's portfolio, or dealing therein.

ii. The Client hereby warrants and represents to the Portfolio Manager that the Portfolio is free from all liens, charges or other encumbrances and that no liens, charges or other encumbrances shall arise from its acts of omission. The client further warrants that cash securities handed over to the Portfolio Manager upon execution hereof, absolutely belongs to him/her and there is no encumbrance on the same, of whatsoever nature, and the client shall not create any encumbrance on the assets whether by way of pledge, lien, mortgage, hypothecation or any other charge, during the tenure of this Agreement and shall also at all times comply with all relevant laws, rules and regulations as may apply to his/ her/its dealings therein.

iii. The Client warrants that all information which the client has provided to the Portfolio Manager in relation to the clients status, including in particular the client's residence and domicile for taxation purpose, is complete and correct and agrees to provide any further information, if required by any competent authority or the Portfolio Manager. The Client hereby agrees and undertakes to notify the Portfolio Manager forthwith if there is any change in any such information provided.

iv. The Client understands and acknowledges that the Client is free at all times to accept or reject any recommendations of the Portfolio Manager, and that the Client has sole authority with regard to the implementation, acceptance or rejection of any recommendations or advice from the Portfolio Manager. The Client shall not question any act, deed, omission or commission of the Portfolio Manager under this Agreement, taken in good faith except on grounds of malafide, negligence, conflict of interest and/or fraud.

v. The Client acknowledges that the Portfolio Manager shall not be responsible for any adverse financial consequences occurring during the financial planning process or the account transition/transfer process for reasons including but not limited to: time delays; charges by previous broker/dealer/custodian; charges related to losses associated with securities previously owned by the Client.

vi. The Client hereby agrees that the client shall not assign or transfer any of the client's assets, right and/or obligations hereunder without the prior written consent of the Portfolio Manager.

8. Joint Account

i. Client can operate joint PMS with Nabil Invest. If the Client consists of two or more individuals, the Client acknowledges that any information, instructions or authorizations received from or provided to one individual i.e. person named first in the application form will be deemed to have been received from or provided to all individuals constituting the Client, unless the Client has clearly indicated in writing that all individuals constituting the Client must concur and or be informed.

ii. In case of joint account, the Portfolio Manager shall operate the depository account, broker account and bank account for all individual.

iii. The Portfolio Manager shall trade in the secondary market primarily from one account which the clients have jointly agreed up on in the written form.

iv. Client's written agreement is required to be submitted to the Portfolio Manager while signing the agreement mentioning the clear terms of the joint investment that includes profit/loss sharing mechanism, case of the demise of any of the clients in the joint account and other major terms of the consensus among the parties up on the maturity/prematurity of the PMS agreement, withdrawal of the profit, withdrawal of the investment and additional investment.

v. Client's needs to submit the written agreement in case of any major amendments in the existing terms and the conditions among the clients in the joint account.

vi. In case of the demise of the any one of the client from the joint account, the Portfolio Manager shall proceed as per the consensus provision made in the joint agreement or as per the prevailing law of the land.

9. Investment Guidelines.

1.1 Investment Guidelines for Discretionary Portfolio.

i. The Portfolio Manager shall not deploy Clients' funds in in any instruments as may be prohibited by SEBON or Nepal Rastra Bank ("NRB") or other regulatory bodies from time to time.

ii. The powers exercised by the Portfolio Manager as above shall be final, binding and irrevocable on the Client and shall be construed having approved / ratified any such investment and/or related activities or deeds that the Portfolio Manager may take on behalf of the client from time to time.

iii. In management of Client's Account, the Portfolio Manager may exercise complete discretion on the proportion of exposure on each security and apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell and generally manage, convert, transpose and vary the investments in respect of Client's Account in such manner as the Portfolio Manager in its absolute discretion thinks fit and proper.

iv. Accruals, accretions, benefits, allotments, call refunds, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, rights, bonus that accrue to investments in respect of Client's Account shall be received by the Portfolio Manager either in its own name or in the name of the Client but in either case it shall be placed in Client's Account on relevant date(s) upon realization. The Portfolio Manager shall take necessary steps for conversion of securities when necessary. The subscription/ renunciation/ renouncement of rights and options in respect of the Securities shall be at the sole discretion of the Portfolio Manager.

1.2 Investment guidelines for Non-Discretionary Portfolio.

i. In management of Client's Account, the Portfolio Manager will act on the written instruction of the Client regarding the proportion of exposure on each security and apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell and manage the Client's account in a manner the Client thinks it fit and proper.

ii. Accruals, accretions, benefits, allotments, call refunds, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, rights, bonus that accrue to investments in respect of Client's Account shall be received in the name of the Client upon Client's approval but in either case it shall be placed in Client's Account on relevant date(s) upon realization.

1.3 Investment Guidelines for Portfolio Advisory Services

i. Subject to SEBON directives and applicable law The Portfolio Manager shall, as agreed upon the Client through this agreement provide advisory services to the Client regarding Portfolio Management.

ii. The Portfolio Manager may provide one time or ongoing/periodic advisory services to the clients with the deliverables mutually agrees between the clients and the Portfolio Manager

1.4 Investment Guidelines for Administrative Services

i. Subject to SEBON directives and applicable law The Portfolio Manager shall, as agreed upon the Client through this agreement, provide administrative and clerical assistance to the Client regarding Portfolio Accounts managed by them with Nabil Invest.

1.5 Investment Guidelines for all Portfolios

i. Subject to Directives of SEBON and amendments thereto from time to time, the Portfolio Manager shall have the discretion to invest Client's funds in any or all of the following securities or in a combination of securities deemed appropriate by the Client and as instructed in writing to the Portfolio Manager.

(a) Securities listed with Stock Exchange;

(b) Publicly issued Securities, Money Market Instruments and units of Mutual Fund;

(c) Time/Fixed Deposits with Banks/ Financial Institutions; and

(d) Any other investment instrument stipulated by SEBON from time to time.

ii. The Client agrees to provide Portfolio Manager, such information as may be required from time to time, including, without limitation, all changes to the information provided by the Client in the Application or "Know Your Customer" form in order to enable the Portfolio Manager to update the information therein. Without prejudice to the aforesaid, the Client shall inform the Portfolio Manager of

(a) The client's residential status and of any changes thereto; and

(b) any restrictions that have been or are imposed upon the acquisition of any particular Securities by the Client.

iii. The Portfolio Manager shall ensure that any transaction of purchase or sale including that between the Portfolio Manager's own accounts and Client's accounts or between two Clients' accounts shall be at the prevailing market price.

10. Maintenance of client's Account

i. The Portfolio Manager may open one or more bank accounts for and on behalf of the Client with Banks/ Financial Institutions to deposit and withdraw funds entrusted by the Client and fully operate the same.

ii. The Client shall execute and deliver to the Portfolio Manager, a Power of Attorney, in the format specified by the Portfolio Manager authorizing the Portfolio Manager, to do all acts on behalf of the Client necessary for rendering the Services. The Portfolio Manager may rely and act on any instruction or communication which purport to have been given (and which is reasonably accepted as having been given) by or on behalf of any person notified by the Client from time to time as being authorized to instruct the Portfolio Manager in respect of the Account through telephone, email, or in writing, whether or not the authority of any such person has been terminated, unless the Portfolio Manager has received a written notice of the termination.

11.Fees, Charges and Terms of PMS

i. The Client shall be liable to pay fees and expenses against the Services provided to him/her to the Portfolio Manager. The exact nature of these fees and expenses would form part of the Client Agreement and shall be finalized through mutual negotiations as per the Portfolio Management Service Guidelines and applicable laws. The fees and expenses could vary depending on the type of portfolio and not all these fees may apply to all portfolio.

ii. In the event of non-payment of fees and / or other charges due and payable by the Client as stipulated under this Agreement, the Portfolio Manager by virtue of the authorization given hereby may sell any securities forming part of the Client's portfolio, at its absolute discretion and/or debit Client's Account to the extent of such outstanding fees / charges.

iii. Any Income tax and other tax liability on investments, funds and yields there from shall be borne and paid by the Client. The Portfolio Manager does not take any responsibility for any matters relating to the tax filings or assessments of the Client.

iv. Fees and Charges:

Annual management Charge (AMC): Annual Management Charge (AMC) shall be paid upfront at the time of registration and annually thereafter. The fee for the first year shall remain non-refundable, but if the Client exits prematurely in the second year, the fee shall be refunded on pro-rata basis as per the number of days of services rendered. If the additional fund is provided during the 1 months from the initiation of this Agreement, additional investment shall be accepted without any formalities. However, beyond the initial 1 months, the growth of the client's portfolio is calculated as and when the additional investment is offered by the Client and performance fee shall be booked till that date on flat basis. AMC on additional fund shall be calculated on pro-rata basis. Annual management Charge(AMC) for Nabil Invest Non-Discretionary Portfolio Management (NINDPMS) shall be calculated on the basis of value of annual profit

Performance Fee (PF): Performance fee shall be levied annually on the portfolio value. For the first year the performance fee is calculated on the value that exceeds the Hurdle Rate. The Hurdle Rate for the second year shall either be the portfolio value at the end of the first year if the first year portfolio value exceeds the first year hurdle rate or Hurdle Rate. If the client exits prematurely, Performance Fee is levied on the portfolio value that exceed the Hurdle Rate on the date preceding the exit date on flat basis i.e. not on pro-rate basis. However, beyond the initial 1 months, the growth of the client's portfolio is calculated as and when the additional investment is offered by the Client and performance fee is booked till that date on flat basis.

Exit Load: Exist load is levied on the Investment Amount in case of premature exit i.e. exit before the above lock-in period. The exit load to be calculated on yearly basis. If the Client exits after completion of 1st year then 50% exit load is levied on the Client.

Other charges: Other charges incidental to transaction in securities are to be borne by the Client on actual cost basis that includes depository fees, broker commission, government taxes, banking transaction charges, securities transfer fee and other admin fee.

12. Agreement Period, Termination and Renewal

i. This Agreement shall commence from the date on which the parties have affixed their signatures and seal, if applicable and on term when the amount is transferred to Portfolio Account of the Client, and shall remain valid unless terminated earlier by either parties in accordance with the terms herein.

ii. The Portfolio Manager may as it requires terminate this agreement by providing a written notice of termination to the client/s. Provided, such notice shall not be required if the termination is for prevention of money laundering or any other illegal activities that the Portfolio Manager may reasonably suspect.

iii. The Client has the right to terminate this Agreement after giving a 7 days' prior notification in writing in the prescribed format specified by the Portfolio Manager, subject to the minimum period, if any, as per the Product Paper or as stipulated by SEBON from time to time, if applicable.

iv. Where no person has been nominated by the Client under this Agreement and in the event of death, incapacitations, insolvency, dissolution or winding up of a Client during the tenure of the Agreement, and on receipt of notice from the Client or successors/ heirs, in writing of such an event, the Agreement shall ensure to the benefit of the successors/heirs. However, the Portfolio Manager shall be entitled to terminate this Agreement and cease operations of the Client's Account within 60 days from the date of receipt of such notification in writing from the Client or the client's successors/heirs. Whatever said above will be guided by the existing law of the country while the event occurs.

v. The termination of this Agreement, in any manner whatsoever, shall not, affect or preclude the consummation of any transaction initiated by the Portfolio Manager prior to its receipt or transmission of the notice of termination (or, if the Portfolio Manager continues to act until selection of the successor by the Client, any transaction initiated during the period when the Portfolio Manager so continues to act), in which case all the terms and conditions of this Agreement shall apply to such transactions.

vi. In case of the PMS account settlement at the maturity, the Portfolio Manager shall receive the clear mandate from the clients to settle account either on cash or on stocks. In case of the client's mandate for the cash settlement, the Portfolio Manager shall liquidate the assets holdings of the clients and transfer the sales proceeds to the clients personal account. In case of client's mandate to take the handover of the stocks under holdings, the Portfolio Manager can either transfer the assets under holding in the client's personal account or clients can take handover of the all operating accounts (i.e. bank account, broker account, depository account) by changing the signatory authority and invalidating the Power of Attorney provided to the Portfolio Manager.

vii. Up on the early termination of the agreement, the Portfolio Manager can impose the pre agreement charges up on pre maturity to terminate the agreement and proceed for the necessary termination procedures.

viii. Renewal can be done at the end of maturity on mutual understanding. If the Client does not provide an exit or renewal mandate at the termination of the PMS agreement even after 21 days of maturity/follow-up by the Portfolio Manager, the portfolio will be renewed automatically in spirit of portfolio management services. After renewing the agreement, if the clients willing to terminate the PMS agreement, the Portfolio Manager shall charge the AMC on pro-rata basis and PF on flat basis without imposing any exit load.

ix. The renewal of the agreement shall be treated as the continuation of the PMS agreement. Hence, the client will be provided the extension letter of the agreement through the offer letter mentioning the major terms of the extension. The same agreement shall be continued and will be valid for another term in such case.

x. Up on the termination mandate from the client, the Portfolio Manager shall complete the handover or account closure process either through account handover or account closure within 60 days for all operating account i.e. Bank account, Depository account, Broker account and PMS account. If the Portfolio Manager requires more time to complete the handover or account

closure process within the stipulated time due to valid reasons, up on the written consent of the clients, the Portfolio Manager may extend the period of account closure and handover process.

xi. The Portfolio Manager shall on a best effort basis liquidate the securities in the Client's Portfolio at an earliest date from the date of notice of termination and maturity and arrange to deposit the net realized value of securities held in the Client's Account together with all accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, bonus as well as residual cash balance, if any on such date, subject to the Client fulfilling the client's obligations under this Agreement, in the designated account. The amount so realized, and/or the Securities together with residual cash balances, if any, due and belonging to the Client, shall be paid / transferred to the Client, subject to the following deductions

(a) Payments, if any, already made to the Client;

(b) Portfolio Manager's fee, custody fee, other fee/expenses as described herein the Agreement or in product paper.

(c) All taxes, rates, fees, duties, commissions, costs, charges, penalties, deductions, recoveries and/or appropriations, etc., to be made in accordance with applicable law or Rules or Regulations or By-laws or otherwise on account of the Client; and

(d) Any other dues, liabilities, obligations, etc. owed by/due on account of the Client under this Agreement.

xii. The Portfolio Manager, by disbursement through payment and/or transfer of securities, subject to all the above recoveries, deductions and appropriations, shall be validly discharged of all its obligations owed to the Client or Client's legal heir or nominee, as the case may be, in respect of this Agreement.

xiii. Any accruals, accretions, benefit, allotment, calls, refund, returns, privilege, entitlement, substitutions and/or replacements or any other beneficial interest including dividend, interest, rights, bonus, voting rights arising out of the amount, shall accrue to or vest in the Client and which, if received by the Portfolio Manager shall be returned/made over to the Client in full.

13. Indemnity to Portfolio Manager

i. The Client indemnifies the Portfolio Manager and/or its directors, associates, officers, employees or representative/s or any custodian or person specifically authorized by the Portfolio Manager of, from and against any and/or all losses including costs, charges, expenses and liabilities incurred or to be incurred by:

a. In the Performance of the Portfolio Management Services and any other rights, duties, obligations and functions under this Agreement.

b. Acting or not acting on the basis of any information or instructions given by the Client.

c. The payment/recovery of wealth-tax, income tax, interest for delayed payment of income tax or wealth tax, penalty; and if any of the same shall have been recovered

d. The aforesaid by any taxing authority, then the Client shall forthwith on demand pay and/or reimburse to the Portfolio Manager such amount as may be required, in the opinion of the Portfolio Manager to pay to the tax authorities (whether or not such payment has been lawfully demanded by the tax authorities).

e. Any claim/s by any third parties, and or for any loss, liability, costs or expenses which the Portfolio Manager may incur in respect of any act or omission of the Portfolio Manager in respect to the provision of the services or as a result of any act or omission on behalf of the Client and or its Authorized Representatives or Attorneys.

ii. The Portfolio Manager shall remain indemnified and harmless and bear no liability for any loss caused by misrepresentation of facts or by error of judgment or any act done or omitted to be done by the Portfolio Manager whenever and howsoever caused, save to the extent that such misrepresentation or act or omission is directly due to the willful neglect or fraud on the part of the Portfolio Manager.

14.Risk and Losses

i. The Client hereby agrees to undertake the risks pertaining to portfolio investments as stated herein:

(a) Securities investments are subject to market risks and there is no assurance or guarantee that the objectives of the investments will be achieved. The Client is aware that the investments/divestments of the fund shall be at client's entire risk and the Portfolio Manager will not be responsible for loss, damage or diminishing value of the Account and the Securities held therein.

(b) Past performance of the portfolio manager or any of its Group/Associates, including Subsidiaries or Parent Companies do not indicate the future performance of the portfolio.

(c) The names of the product/Portfolio do not in any manner indicate their prospectus or returns. The various factors which may impact the value of the portfolio investments include, but are not limited to, fluctuations in the equity and bond markets, fluctuations in interest rates, prevailing political and economic environment, changes in government policy, factors specific to the issuer of the securities, tax laws, liquidity of the underlying instruments, settlement periods, trading volumes etc.

(d) Clients are not being offered any guaranteed or assured return/s i.e. either of principal or appreciation on the portfolio unless otherwise mentioned specifically in the Product Paper of the Portfolio Manager.

(e) The liquidity of portfolio investments is inherently restricted by trading volumes in the securities in which the investment is made.

(f) The investments made are subject to external risks such as war, natural calamities, policy changes of local / international markets etc. which are beyond the control of the Portfolio Manager and which affects markets.

15. Guaranteed Return Portfolio Management Services

i. Whatever mentioned in the agreement, if the client is willing to take guaranteed nature of the PMS under discretionary Portfolio Management Services, such portfolio shall not be exposed any form of risk associated in the market. The portfolio manager shall take all the risk associated with the market and client is not liable for any loss caused by the Portfolio Manager.

ii. The client can file the cases against the Portfolio Manager if the portfolio manager fails to provide the guaranteed return to the client on the specified period without losing principle investment. The Portfolio Manager is fully liable to return the principle and assured guaranteed return to the clients.

16. Confidentiality

The terms and conditions of this Agreement and all information and recommendations furnished by the parties shall be treated as confidential by the parties and shall not be disclosed to third parties except if required by applicable laws, Rules or Regulations or as otherwise expressly agreed to in writing by the parties.

17.Governing Law, Jurisdiction and Dispute Settlement

i. This Agreement shall be governed by the applicable laws of Nepal.

ii. In case of any grievances, the Client shall notify in writing regarding the same to the Portfolio Manager. The Portfolio Manager, on receipt of such grievance, shall take prompt action to redress the same.

iii. All disputes, differences, claims and questions whatsoever, which may arise either during the subsistence of this Agreement or afterward between the parties hereto and/or their respective representatives in relation to this Agreement or otherwise in any way relating to or arising through the interpretation of any provision contained herein shall be first settled through mutual discussions between the parties, failing which the same shall be referred to and settled in accordance with the Nepalese Arbitration Act, 1999.

18.Miscellaneous

i. This Agreement sets forth the entire and exclusive understanding of the parties and supersedes and cancels any and all prior Agreements between the parties, whether written or oral, relating to Portfolio Management. Unless otherwise provided for herein, this Agreement may not be modified, amended, rescinded, or waived, in whole or part, except by a written instrument signed by both the parties.

ii. All mail and notice from the Portfolio Manager to the Client shall be sent to the Client's last known email address, as in existence in the records of the Portfolio Manager. All mail and notices from the Client to the Portfolio Manager shall be sent to the email address stated in the Application Form.

iii. Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

iv. In order to be effective, the Client's notification to the Portfolio Manager regarding change of name, address and any other details must be lodged at least 30 (thirty) days before the date on which any payment from the Portfolio Manager to the Client falls due.

v. The Client solemnly declares that the client has carefully read and has fully understood the whole content of this Agreement with which the client absolutely and unreservedly agrees and that the client accepts that the client shall be fully bound by its terms.

vi. Portfolio Manager shall incur no liability whatsoever for any partial or non-performance of its obligations by reason of any cause beyond its reasonable control including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change of any law or governmental or regulatory requirement, natural calamities or act of god. Portfolio Manager shall not be held for any loss the client may incur as a result thereof.

vii. Negligence, tolerance or forbearance on the part of any Party with respect to its rights under this Agreement shall in no way be deemed a silent or other waiver or abandonment of rights.

viii. The client authorized portfolio manager to trade in securities issued by Nabil Bank Ltd. itself or other related parties and securities to which the portfolio manager has given its underwriting commitment during public issue in addition to other market instruments as deemed fit by the portfolio manager under discretionary powers.

The term of portfolio selection is as under:

Product Type	
Product Name	
Investment Amount	
Investment Horizon	
Agreement Effective Date	
Agreement Termination Date	
Hurdle Rate	
Annual Management Charge	
Performance Fee	
Exit Load	
Guaranteed Return	
Risk Profile (Low/Medium/High)	
Return Expectation (Low/Medium/High)	
Note for File (if any)	
Correspondence Detail	Name: Email: Mobile:

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THIS AGREEMENT AT THE PLACE ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

SIGNED AND DELIVERED
For & on Behalf of the "Portfolio Manager"

Authorized Signature(ies):
Name:
Position:
Nabil Investment Banking Limited
Naxal-01, Kathmandu, Nepal
Stamp

SIGNED AND DELIVERED
For & on Behalf of the "Client"

Signature:
Name:
Address:

Witnessed by:
Signature:
Name:
Position:
Nabil Investment Banking Limited
Naxal-01, Kathmandu, Nepal

Witnessed by (Optional):
Signature:
Name:
Address:

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I/WE

Client's Full Name: .....

Client's Full Address: .....

Client's Citizenship Certificate/NRN Certificate Number: ..... Issued by: .....

(Hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include my/our respective heirs, executors, administrators, successors, legal representatives):

Whereas:

i) The Client has entered into a Portfolio Management Services (PMS) Agreement dated ..... ("PMS Agreement") with "Nabil Investment Banking Limited", a company incorporated under the Companies Act, 2063 and having its registered office at Naxal-01, Kathmandu, Nepal (hereinafter referred to as "Nabil Invest" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns); being Licensed from SEBON to provide services of Portfolio Manager, inter alia;

ii) Under the PMS Agreement, Nabil Invest has agreed to provide discretionary/non-discretionary/advisory/administrative portfolio management services in respect of money and securities of the Client (hereinafter collectively referred to as "Assets") on the terms and conditions and for the consideration set out therein;

iii) Pursuant to the terms of the PMS Agreement, the Client desires to execute and deliver to Nabil Invest a power of attorney authorizing Nabil Invest and/or its Sub-Delegate/Agent appointed by Nabil Invest on its behalf to do various acts on behalf of the Client.

NOW, THEREFORE, I/We, the Client hereunder do hereby nominate, constitute and appoint Nabil Invest and/or its Sub-Delegate/Agent as may be appointed on its behalf by Nabil Invest from time to time to be my/our true and lawful attorney(s), for me/us and in my/our name/s and on my/our behalf to do all or any of the following acts, deeds, matters and things in respect of above Portfolio Management Services (PMS) only:

1. To open, operate and close bank accounts in my/our name, whether solely or jointly with another or others with any Banks/ Financial Institutions (the "Bank"), in such manner as the Portfolio Manager may deem fit and to do all or any of the following:
   a. to draw, endorse and sign cheques/demand drafts, depositing money and issue necessary instructions including electronic instructions or otherwise to operate my/our Bank account for any and all moneys in the hands of the Bank belonging to me solely or jointly with another or others and to operate my/our Bank account standing in my/our sole name or in the joint names of myself/ourselves and another or others in the Bank;
   b. to open in the Bank a fixed deposit account in my/our name solely or jointly with another or others, and to draw, sign cheques upon and/or issue necessary instructions including electronic instructions or otherwise to operate the fixed deposit account as my/our Attorney may deem fit or proper.
2. To open, operate and close a Depository Participant Account in my/our name with a Depository Participant in such manner as the Portfolio Manager may deem fit on my/our behalf and to do the following:
   a. To transfer Securities to/from my/our Depository Participant Account;
   b. To effect all non-cash corporate actions in respect of the Securities held in my/our Depository Participant Account, if applicable;
   c. To effect dematerialization/re-materialization of Securities;
   d. To create a pledge/close a pledge of Securities held in my/our Depository Participant Account;
   e. To lend/borrow Securities held in my/our Depository Participant Account and to return Securities so lent/borrowed to/from my/our Depository Participant Account, upon my/our specific written instructions and to sign all such writings and do all such acts as may be required for lending/borrowing of Securities based on such instructions;
   f. To mark any lien on any Securities and to release such lien;
   g. To make transfers and disposition of Securities to/from my/our Depository Participant Account on my/our behalf to/from any third party, including, but not limited to, individuals or legal entities.
3. To facilitate settlement of transactions in Securities done by the Portfolio Manager on my/our behalf and to take all or any of the following actions:
   a. To open, operate and close a Broker account in my/out name, whether solely or jointly with any broker firms licensed by Security Board of Nepal, in such manner as the Portfolio Manager may deem fit in my/our behalf:
      i) Open, Operate and Close Broker account
      ii) Open, Operate and Close TMS account
      iii) To issue buy/sale instruction to Brokers to deal with securities transactions
      iv) To execute WACC, EDIS/DIS and other administrative work related to securities transaction of brokers
      v) To make payment to the brokers against the purchase of securities and receive the payment against the sales of the securities.
   b. To collect and deposit money directly in my/our Bank Account in my/our name, whether solely or jointly with another or others with the Bank and to make such debits in the said account as may be necessary;
   c. To appoint and engage brokers/agents/intermediaries/custodian for the purpose of the powers conferred herein and to give instructions and orders to the brokers/ agents/ intermediaries/ custodian including instructions and orders of purchase, sale, transfer, switch, redeem, consolidate units and to pay remuneration, brokerage, commission and other sums to the brokers/agents/intermediaries/ custodian;

d. To acquire or purchase or to make application/bids for investments in Securities and Financial Instruments including but limited to initial public offerings, rights issues, money market instruments on my/our behalf and to issue instructions to my/our Bank Account to enable payment for the Securities so applied/bid for on allocation/allotment/call if any from my/our Bank account on my/our behalf;

e. To make applications for conversion of a type of Security held in my/our name, whether solely or jointly with another or others, into another type of security and to receive/make payments, if any, upon such conversion in/from my/our Bank account on my/our behalf;

f. To hold, or appoint any custodian or other person to hold, any securities in such manner as the Portfolio Manager may consider appropriate;

g. To execute all papers, deeds, writings, matters and things, to enter into and execute contracts of sales/purchases of securities, to transfer, accept, collect, preserve, store, assign, endorse or otherwise deliver and acknowledge, whether absolutely or partly, any money or securities (including the full or any part of the beneficial or legal or other interest held by the Client in any securities) whatsoever;

h. To demand and receive, all interest and dividend due or to accrue on all or any Securities;

i. To collect, receive and hold all the cash, assets and Securities and credit the same to any account with a custodian, and/or in a bank and/or demat account and/or otherwise;

j. To appear before the relevant authorities, submit information and complete, sign and submit any applications or documents for any approvals that may be necessary or desirable to perform any of the acts listed in PMS Agreement;

k. To commence, prosecute, enforce, defend, participate in AGM of the companies, exercise the proxy for the AGM and answer or oppose any suit or other legal proceedings to be filed, instituted or commenced in connection with any or all matters in which I/we may be or may hereafter be interested in relation to the services provided by the Portfolio Manager and in accordance to the PMS Agreement;

l. To do, perform and execute all such other acts, deeds, instruments, matters and things on my/our behalf as the Portfolio Manager may think fit in accordance with the PMS Agreement as fully and effectually and to all intents and purposes as the Client could do if the Client were personally present.

The Client hereby ratifies and confirms and covenants for itself its successors and assigns to ratify and confirm and covenant all and whatsoever has been or shall be lawfully done on the premises by virtue of these presents, including in such ratification and confirmation whatever shall be done between the time of the revocation by any other means of these presents and the time of such revocation becoming known to the Portfolio Manager.

Any person shall be entitled to rely upon a certificate as may be issued during the validity of this power of attorney from Nabil Invest (or any person nominated on its behalf by Nabil Invest) as to the validity and subsistence of this Power of Attorney and such certificate shall be binding upon and shall not be challenged by the Client.

And I/We agree, covenant and confirm that all and whatsoever has been or shall be done lawfully and in accordance with these presents shall be binding on me/us, our successors and assigns and shall not be assailed, challenged, questioned or disputed by me/us provided all acts done are within the parameters of the agreement.

And the Client shall not be entitled to hold Nabil Invest responsible or liable in any manner whatsoever or claim any damages, losses or other amounts on account of the exercise of such discretion by Nabil Invest, or, any decision taken by Nabil Invest with regard to Portfolio Management Services.

This Power of Attorney will be in full force and effect till revoked by the Client with the consent of Nabil Invest. In addition, this Power of Attorney shall continue to subsist even after the demise/dissolution of the Client for a period of 60 days from the date of receipt of such notification in writing by Nabil Invest from the legal representative of the Client. However, with the valid reason if the validity need to be extended for longer period, up on written consent of the clients, Nabil Invest can extend the validity of this Power of Attorney for extended period in mutual consent of the both parties.

And we further agree to indemnify and keep indemnified and hold harmless the Portfolio Manager and its officers, directors and employees from any and all costs, liabilities and expenses resulting directly or indirectly from all lawful actions and in accordance with proper instructions where required.

IN WITNESS WHEREOF, we have caused this Power of Attorney to be executed effective from dated .....

SIGNED AND DELIVERED by;

For & on behalf of the "Client"

.....
Signature

Name:	
Position:	
Organization:	
Address:	

Witnessed by (Optional),

.....
Signature

Name:	
Date:	

For Official Use

Relationship Manager:	
Portfolio Analyst:	
Client Referred By:	

Note for file

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