CBC Capital & Equity Management Ltd.

NON-DISCRETIONARY PORTFOLIO MANAGEMENT ACCOUNT

Account Number	:	
Account Name	:	
Contact Number	:	
B O I D	:	
Account Type	:	☐ Individual ☐ Joint ☐ Corporate

CBC Capital & Equity Management Ltd.

Non-Discretionary Portfolio Management Account

Application for Portfolio Management Account

A/C Opening Date: / / Account Status ☐ Margin ☐ Non-Margin

A/C No. | | | | | | | Link Code | | | | | | | | |

Applicant Information

Title: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Others……

Principal Applicant: ……..

Father's Name: ……...

Mother's Name: ……..

Spouse Name:……

Date of Date of Birth: ……/……/……. Gender: ☐ Male ☐ Female ☐ Other……

Nationality: ……NID/Passport No.: ……

E-TIN: ……

Occupation: ……

Employer/Company: …….. Designation: ……..

Address of Employer/Company: ……

……

Contact No..: ……..... E-Mail: ……

Present Address: ……

……

Permanent Address: ……

……

Principal Applicant Photograph

Joint Applicant

Title ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Others……

Principal Applicant: ……..

Father's Name: ……...

Mother's Name: ……..

Spouse Name:……

Date of Date of Birth: ……/……/……. Gender: ☐ Male ☐ Female ☐ Other……

Nationality: ……NID/Passport No.: ……

E-TIN: ……

Occupation: ……

Employer/Company: …….. Designation: ……..

Address of Employer/Company: ……

……

Contact No…….... E-Mail: ……

Present Address: ……

……

Permanent Address: ……

……

Principal Applicant Photograph

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Other Information

Religion : ☐ Islam ☐ Hinduism ☐ Christians ☐ Buddhists ☐ Others……..

Education : ☐ Under Graduate ☐ Graduate ☐ Post Graduates ☐ Others……...

Marital Status : ☐ Single ☐ Married ☐ Others……..

Marriage anniversary date : dd/mm/yyyy

Nominee Name:……..….Nominee NID:……..…

Father's Name…….Mother's Name……

Corporate Particulars

Name of the Organization (Insert FULL legal name exactly as it appears in the Constitutional Documents)

……...

Date of Incorporation ……..……

Trade License No ……License Date ……...

Issuing Authority ……....

Company Registration Number ……Company Registration Date ……..……...

Registration Authority ……

VAT Registration Number (if any) ……

E-TIN ……..…

Is the company listed in any stock exchanges of Bangladesh ☐ Yes ☐ No

Nature of Business

☐ Manufacturing ☐ Financial ☐ Export/Import ☐ Services ☐ Trading ☐ Retailing ☐ Consultant

☐ Wholesales ☐ Commission Agents ☐ Others (please specify) …….

Registered Address	Corporate Address
…… …… ……	…… …… ……

Contact Persons

Contact Person 1	Contact Person 2
Name: …… Designation: …… Department: …… Contact No: …… Office Number: …… E-mail: ……	Name: …… Designation: …… Department: …… Contact No: …… Office Number: …… E-mail: ……

Bank Information

Bank Name:…… Branch:……
Account No.: …….. Routing No.: ……
Account Type: □ Savings □ Current Account □ Other:……..
Mode of Operation: □ Singly □ Jointly

Introducer

Name:…… Code/ID: ……..
Address: ……
Mobile: …… Signature.: ……

Broker Information

Preferred Broker……Branch…..

Portfolio Account Application

I/We, the undersigned persons, whose particulars are given above, hereby request you to register me/us as a Client under Non-Discretionary Portfolio Management Account of CBC Capital & Equity Management Ltd.

I/We further agree and confirm that the account requested here and the funds invested by me/us shall be held and governed by the terms and conditions delineated in the Non-Discretionary Portfolio Management Agreement and schedules thereto as may be modified from time to time, which have been read and fully understood by me/us and further governed by applicable laws and regulations of the country.

I/We agree to provide such documents and information as might be required by CBC Capital & Equity Management Ltd.

√ .....
Principal Applicant

√ .....
Joint Applicant

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BO Account Opening Form
(Bye Law 7.3.3 (b))

Please complete all details in CAPITAL letters. **Please fill all names correctly.** All communication shall be sent **only** to the First Named Account Holder's correspondence address.

Application No ..... Date *(DDMMYYYY)*.....

Please Tick whichever is applicable

BO Category: Regular ☐ Omnibus ☐ Clearing ☐ **BO Type :** Individual ☐ Company ☐ Joint Holder ☐

Name of CDBL Participant (Up to 99 Characters): **CBC Capital & Equity Management Ltd.**

CDBL Participant ID ☐☐☐☐☐ BO ID ☐ ☐☐☐☐☐☐☐ ☐☐☐☐☐☐☐ ☐ Date Account Opened *(DDMMYYYY)* ☐☐☐☐☐☐☐☐

I / We request you to open a Depository Account in my / our name as per the following details:

1. First Applicant

Name in Full of Account Holder (Up to 99 Characters) .....

Short Name of Account Holder **(Insert full name starting with Title i.e. Mr. / Mrs. / Ms / Dr, abbreviate only if over 30 characters)** *Title i.e. Mr. /Mrs. /Ms. /Dr.*

☐☐☐☐☐☐☐☐

7. Account Link Request

Would you like to create a link to your existing Depository Account? Yes ☐ No ☐

If yes, then please provide the Depository BO Account Code (8 Digits): ☐☐☐☐☐☐☐☐

8. Nominees/ Heirs

If account holder(s) wish to nominate person(s) who will be entitled to receive securities outstanding in the account in the event of the death of the sole account holder / all the joint account holders, a separate nomination Form - 23 must be filled up and signed by all account holders and the nominees giving names of nominees, relationship with first account holder, percentage distribution and contact details. If any nominee is a minor, guardian's name, address, relationship with nominee has also to be provided.

9. Power of Attorney (POA)

If account holder(s) wish to give a Power of Attorney (POA) to someone to operate the account, a separate Form - 20 must be filled up and signed by all account holders giving the name, contact details etc. of the POA holder and a POA document lodged with the form.

10. To be filled in by the Stock Broker / Stock Exchange in case the application is for opening a Clearing Account

Exchange Name DSE ☐ Trading ID..... CSE ☐ Trading ID.....

11. Photograph

Please Paste Recent Passport Size Photograph	Please Paste Recent Passport Size Photograph	Please Paste Recent Passport Size Photograph
[First Applicant]	[Second Applicant]	[Third Applicant]

12. Standing Instructions

I/We authorize you to receive facsimile (fax) transfer instructions for delivery. Yes ☐ No ☐

13. DECLARATION

The rules and regulations of the Depository and CDBL Participant pertaining to an account which are in force now have been read by me/us and I/we have understood the same and I/we agree to abide by and to be bound by the rules as are in force from time to time for such accounts. I/We also declare that the particulars given by me/us are true to the best of my/our knowledge as on the date of making such application. I/We further agree that any false/misleading information given by me/us or suppression of any material fact will render my/our account liable for termination and further action.

Applicants	Name of applicants	Signature with Date
First Applicant		√
Second Applicant		√
Third Applicant		

14. Special Instructions on operation of Joint Account

☐ Either or Survivor. ☐ Any one Can operate ☐ Any two will operate jointly

☐ Account will be operated by _____ with any one of the others.

15. Introduction

Introduction by an existing account holder of .....
Depository Participant's Name

I confirm the identity, occupation and address of the applicant(s).....
Introducer's Name

.....Account ID ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐
(Signature of Introducer)

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BO Account Nomination Form

Please complete all details in CAPITAL letters. **Please fill all names correctly.** All communications shall be sent to the correspondence address of only the First Named Account Holder as specified in BO Account Opening Form -02.

Application No…….. Date *(DDMMYYYY)*……

Name of CDBL Participant (Up to 99 Characters):

CBC Capital & Equity Management Ltd.

CDBL Participant ID

Account holder's BO ID

Name of Account Holder **(Insert full name starting with Title i.e. Mr. / Mrs. / Ms / Dr, abbreviate only if over 30 characters)**

I / We nominate the following person(s) who is/are entitled to receive securities outstanding in my/our account in the event of the death of the sole holder / all the joint holders.

1. Nominee / Heirs Details

Nominee 1

Name in Full

……

Short Name of Nominee **(Insert full name starting with Title i.e. Mr. / Mrs. / Ms / Dr, abbreviate only if over 30 characters)** *Title i.e. Mr. / Mrs.*

Relationship with A/C Holder:…… Percentage (%) ……

Address

……

City…… Post Code…… State / Division …… Country…… Telephone……

Mobile Phone…… Fax…… E-mail……

Passport No…… *Issue Place*…… *Issue Date*…… *Expiry Date*……

Residency: Resident ☐ Non Resident ☐ Nationality…… Date of Birth (DDMMYYYY)

Guardian's Details (if Nominee is a Minor)

Name in Full

……

Short Name (**Insert full name starting with Title i.e. Mr. / Mrs. / Ms / Dr, abbreviate only if over 30 characters)**

Relationship with Nominee …… Date of Birth of Minor …… Maturity Date of Minor ……

Address

……

City …… Post Code …… State/Division …… Country…… Telephone ……

Mobile Phone…… Fax…… E-mail……

Passport No…… *Issue Place*…… *Issue Date* …… *Expiry Date*……

Residency: Resident ☐ Non Resident ☐ Nationality…… Date of Birth (DDMMYYYY)

Nominee 2
Name in Full

.....

Short Name of Nominee **(Insert full name starting with Title i.e. Mr. / Mrs. / Ms / Dr, abbreviate only if over 30 characters)** *Title i.e. Mr. / Mrs.*

Relationship with A/C Holder:..... Percentage (%) .....

Address

.....

City..... Post Code..... State / Division ..... Country..... Telephone.....

Mobile Phone..... Fax..... E-mail.....

Passport No..... *Issue Place*..... *Issue Date*..... *Expiry Date*.....

Residency: Resident ☐ Non Resident ☐ Nationality..... Date of Birth (DDMMYYYY)

Guardian's Details (if Nominee is a Minor)
Name in Full

.....

Short Name (**Insert full name starting with Title i.e. Mr. / Mrs. / Ms / Dr, abbreviate only if over 30 characters)**

Relationship with Nominee ..... Date of Birth of Minor ..... Maturity Date of Minor .....

Address

.....

City ..... Post Code ..... State/Division ..... Country..... Telephone .....

Mobile Phone..... Fax..... E-mail.....

Passport No..... *Issue Place*..... *Issue Date* ..... *Expiry Date*.....

Residency: Resident ☐ Non Resident ☐ Nationality..... Date of Birth (DDMMYYYY)

2. Photograph of Nominees / Heirs

Please paste recent passport size Photograph	Please paste recent passport size Photograph	Please paste recent passport size Photograph	Please paste recent passport size Photograph
Nominee / Heir 1	Nominee / Heir 2	Guardian 1	Guardian 2

	Name	Signature
Nominee / Heir 1		√
Guardian 1		
Nominee / Heir 2		
Guardian 2		
First Account Holder		√
Second Account Holder		√

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Power of Attorney (POA) Form

Please complete all details in CAPITAL letters. **Please fill all names correctly.** All communications shall be sent to the correspondence address of only the First Named Account Holder as specified in BO Account Opening Form -02.

Application No…….. Date (DDMMYYYY)……

Name of CDBL Participant (Up to 99 Characters):

CBC Capital & Equity Management Ltd.

CDBL Participant ID

Account holder's BO ID

Name of Account Holder **(Insert full name starting with Title i.e. Mr. / Mrs. / Ms / Dr, abbreviate only if over 30 characters)**

Power of Attorney Holder's Details

Name in Full

……

Short Name of Power of Attorney Holder **(Insert full name starting with Title i.e. Mr. / Mrs. / Ms / Dr, abbreviate only if over 30 characters)** Title i.e. Mr/Mrs

1. Power of Attorney Holder's Contact Details:

Address

……

City…… Post Code…… State / Division …… Country…… Telephone……

Mobile Phone…… Fax…… E-mail……

2. Power of Attorney Holder's Passport Details

Passport No…… Issue Place…… Issue Date…… Expiry Date ……

3. Others Information of Power of Attorney Holder

Residency: Resident Non-Resident Nationality…… Date of Birth (DDMMYYYY)

Power of Attorney Effective From To

D D M M Y Y Y Y D D M M Y Y Y Y

Remarks (Insert reference to POA document i.e. Specific POA or General POA etc.):……

……

4. Photograph of Power of Attorney Holder

Please paste recent passport size Photograph

(POA Holder)

5. DECLARATION

The rules and regulations of the Depository and CDBL Participant pertaining to an account which are in force now have been read by me/us and I/we have understood the same and I/we agree to abide by and to be bound by the rules as are in force from time to time for such accounts. I/We also declare that the particulars given by me/us are true to the best of my/our knowledge as on the date of making such application. I/We further agree that any false/misleading information given by me/us or suppression of any material fact will render my/our account liable for termination and further action.

Applicants	Name of applicants / Authorized signatories in case of ltd Co.	Signature with date
POA Holder		
First Applicant		√
Second Applicant		√
3rd Signatory (Ltd Co. only)		

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Central Depository Bangladesh Limited (CDBL)
Depository Account (BO Account) opened with CDBL Participant
Terms & Conditions – Bye Laws 7.3.3(c)

CDBL Participant, Dhaka / Chittagong / Sylhet, Bangladesh

Dear Sir,

Please open a Depository account (BO Account) in my/our names(s) on the terms and conditions set out bellow. In consideration of **CBC Capital & Equity Management Ltd.** (the "CDBL Participant") opening the account providing depository account facilities to me/us, I/we have signed the BO Account Opening Form as a token of acceptance of the terms and conditions set out bellow.

1. I/we agree to be bound by The Depositories Act, 1999, Depositories Regulations, 2000, The Depository (User) Regulations 2003, and abide by the Bye Laws and Operating Instructions issued from time to time by CDBL.
2. CDBL shall allocate a unique identification number to me/us (Account Holder BO ID) for the CDBL Participant to maintain a separate Account for me/us, unless the I/we instructs the CDBL Participant to keep the securities in an Omnibus Account of the CDBL Participant. The CDBL Participant shall however ensure that my/our securities shall not be mixed with the CDBL Participant's own securities.
3. I/we agree to pay such fees, charges and deposits to the CDBL Participant, as may be mutually agreed upon, for the purpose of opening and maintaining my/our account, for carrying out the instructions and for rendering such other services as are incidental or consequential to my/our holding securities in and transacting through the said depository account with the CDBL Participant.
4. I/we shall be responsible for:
   (a) The veracity of all statements and particulars set out in the account opening form, supporting or accompanying documents;
   (b) The authenticity and genuineness of all certificates and/or documents submitted to the CDBL Participant along with or in support of the account opening form or subsequently for dematerialization;
   (c) Title to the securities submitted to the CDBL Participant from time to time for dematerialization;
   (d) Ensuring at all times that the securities to the credit of my/our account are sufficient to meet the instructions issued to the CDBL Participant for effecting any transaction / transfer;
   (e) Informing the CDBL Participant at the earliest of any changes in my/our account particulars such as address, bank details, status, authorizations, mandates, nomination, signature, etc.;
   (f) Furnishing accurate identification details whilst subscribing to any issue of securities.
5. I/we shall notify the CDBL Participant of any change in the particulars set out in the application form submitted to the CDBL Participant at the time of opening the account or furnished to the CDBL Participant from time to time at the earliest. The CDBL Participant shall not be liable or responsible for any loss that may be caused to me/us by reason of my/our failure to intimate such change to the CDBL Participant at the earliest.
6. Where I/we have executed a BO Account Nomination Form
   a) In the event of my/our death, the nominee shall receive/draw the securities held in my/our account
   b) In the event, the nominee so authorised remains a minor at the time of my/our death, the legal guardian is authorised to receive/draw the securities held in my/our account.
   c) The nominee so authorised, shall be entitled to all my/our account to the exclusion of all other persons i.e., my/our heirs, executors and administrators and all other persons claiming through or under me/us and delivery of securities to the nominee in pursuance of this authority shall be binding on all other persons.
7. I/we may at any time call upon the CDBL Participant to close my/our account with the CDBL Participant provided no instructions remain pending or unexecuted and no fees or charges remain payable by me/us to the CDBL Participant. In such event I/we may close my/our account by executing the Account Closing Form if no balances are standing to my/our credit in the account. In case any balances of securities exist in the account the account may be closed by me/us in one of the following ways:
   (a) By rematerialization of all existing balances in my/our account;
   (b) By transfer of all existing balances in my/our account to one or more of my/our other account(s) held with any other CDBL Participant(s);
   (c) By rematerialization of a part of the existing balances in my/our account and by transferring the rest to one or more of my /our other account(s) with any other CDBL Participant(s);
8. CDBL Participant covenants that it shall
   a) act only on the instructions or mandate of the Account Holder or that of such person(s) as may have been duly authorized by the Account Holder in that behalf .
   b) not effect any debit or credit to and from the account of the Account Holder without appropriate instructions from the Account Holder.
   c) maintain adequate audit trail of the execution of the instructions of the Account Holder.
   d) not honour or act upon any instructions for effecting any debit to the account of the Account Holder in respect of any securities unless:
      (i) Such instructions are issued by the Account Holder under his signature or that of his/its constituted attorney duly authorized in that behalf;
      (ii) The CDBL Participant is satisfied that the signature of the Account Holder under which instructions are issued matches with the specimen of the Account Holder or his / its constituted attorney available on the records of the CDBL Participant;
      (iii) The balance of clear securities available in the Account Holder's account are sufficient to honour the Account Holder's instructions.
   e) furnish to the Account Holder a statement of account at the end of every month if there has been even a single entry or transaction during that month, and in any event once at the end of each financial year. The CDBL Participant shall furnish such statements at such shorter periods as may be required by the Account Holder on payment of such charges by the Account Holder as may be specified by the CDBL Participant. The Account Holder shall scrutinize every statement of account received from the CDBL Participant for the accuracy and veracity thereof and shall promptly bring to the notice of the CDBL Participant any mistakes, inaccuracies or discrepancies in such statements.
   f) promptly attend to all grievances / complaints of the Account Holder and shall resolve all such grievances / complaints as it relate to matters exclusively within the domain of the CDBL Participant within one month of the same being brought to the notice of the CDBL Participant and shall forthwith forward to and follow up with CDBL all other grievances / complaints of the Account Holder on the same being brought to the notice of the CDBL Participant and shall endeavour to resolve the same at the earliest.
9. The CDBL Participant shall be entitled to terminate the account relationship in the event of the Account Holder:
   (a) Failing to pay the fees or charges as may be mutually agreed upon within a period of one month from the date of demand made in that behalf;
   (b) Submitting for dematerialization any certificates or other documents of title which are forged, fabricated, counterfeit or stolen or have been obtained by forgery or the transfer whereof is restrained or prohibited by any direction, order or decree of any court or the Securities and Exchange Commission;
   (c) Commits or participates in any fraud or other act of moral turpitude in his / its dealings with the CDBL Participant;
   (d) Otherwise misconducts himself in any manner.
10. Declaration and Signature

I/we hereby acknowledge that I/we have read and understood the aforesaid terms and conditions for operating Depository Account (BO Account) with CDBL Participant and agree to comply with them.

Applicants	Name of applicants / Authorized signatories in case of ltd Co.	Signature with date
First Applicant		√
Second Applicant		√
3rd Signatory (Ltd Co. only)		

Non-Discretionary Portfolio Management Agreement

THIS AGREEMENT is made and entered into on _____/_____/_____Agreement No: _____

BY AND BETWEEN

the Portfolio Manager : CBC CAPITAL & EQUITY MANAGEMENT LTD.

the Client : _____

the Client (Joint) : _____

WITNESSETH

WHEREAS, the Client (as defined hereunder) wishes to avail the services of the Portfolio Manager for professional management and administration of portfolio of securities through opening a Non-Discretionary Portfolio Management account with the Portfolio Manager and the Portfolio Manager being registered and authorized to provide portfolio management service has agreed to render its expertise and services with respect to management and administration of the portfolio of the Client on the terms and conditions set forth hereunder:

NOW THEREFORE, in consideration of mutual covenants herein set forth, the parties hereto agree as follows:

Definitions

"Agreement" shall mean, this agreement and shall include all schedules and annexures attached hereto, the Application and any other instructions and communication exchanged between the Parties under this Agreement.

"Appropriate Portion" shall mean the portion or the Portfolio of the Client, as determined by the Portfolio Manager, necessary to be disposed off for settling the liabilities of the Client, which shall be decided upon at the sole discretion of the Portfolio Manager.

"Authorized Person" shall mean the mandate appointed by the Client under Article 1-22.

"Business Days" means the days on which banks and financial institutions are open for business in Bangladesh, except for Fridays, Saturdays and public holidays.

"Eligible Claim" shall mean the claim of the Client on the basis of the respective corporate announcements by the issuers of the securities held under the portfolio of the Client's account.

"Equity" shall mean total value of the Portfolios in the relevant investment account less Debt Liabilities (as defined hereunder) including accrued interest and fees.

"Client" shall mean such person (including the permitted assigns), firm, company, trust or association who has appointed the Portfolio Manager for rendering its services under the terms and conditions of this Agreement.

"Debt Liability" shall mean total Margin Loan to the account including accrued interest and charges at a specific time.

"Portfolio Manager", "Manager" and **"Custodian"** shall mean **CBC Capital & Equity Management Ltd.**, a private limited company incorporated under the laws of Bangladesh (No.C-176138/2021) and having its corporate office at Level-6, Unit-6L, N, Tower-A, Police Plaza Concord Tower, Plot#2, Road#144, Gulshan-1, Dhaka, Bangladesh.

"Initial Fund" shall mean the minimum investment amount as stipulated in Schedule 1.

"Institutional Client" means such client which is a firm, company, trust or association.

"Investment Account" shall mean the Non-Discretionary Account maintained by the Portfolio Manager under this Agreement including such other account opened with the Portfolio Manager for the Client.

"Margin Deposit" means the deposit to be made by the Client into the Non-Discretionary Account in accordance to Article 2 and Schedule 1 hereunder.

"Margin Loan" means the loan provided by the Portfolio Manager to the Client for investment in securities in accordance with this Agreement.

"Means of Communication" means the manner in which the order has been placed with the Portfolio Manager by the Client for execution of any investment as described in Article 1-4.

"Margin Call" is the percentage of the total Debt Liability as indicated in Schedule 1 attached hereto.

"Mark To Market (MTM)" is the percentage of the total Debt Liability as indicated in Schedule 1 attached hereto.

"Non-Discretionary Account" shall mean an investment account opened with the Portfolio Manager described in Article 1 hereunder

"Net Asset Value (NAV)" shall mean total portfolio value including cash, accrued dividend and interest less total liabilities including margin and other charges as applicable.

"Portfolio" shall mean a group of securities, including and not limited to shares, debentures, bonds, treasury bills, certificates and other selections from the equity, capital and money markets.

"Valuation Policy" means the policy adopted by the Portfolio Manager for evaluating the assets of the Portfolio of the Client delineated in Schedule 5 of this Agreement. The Portfolio Manager reserve the rights to revise the provisions for the Valuation Policy from time to time as it deems necessary with

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due notice to the Client according to the Client an opportunity to object to new policy, if any.

Article - 1 Terms of Investment

1-1 Prior or upon execution of this Agreement, the Client shall

i) open a Non-Discretionary Account with the Portfolio Manager with a deposit of the Initial Fund for investment purposes;

ii) execute Letter of Lien and set a lien over the assets of the Portfolio in favour of the Portfolio Manager (*if applicable*); and

iii) execute any/all such documents and provide all such information as will be necessary for this purpose.

1-2 In case the Client indicates in his/her application that Margin Loan will be availed, in addition to the documentation in relation to opening of the Non-Discretionary Account, the Client shall be required to furnish to the Portfolio Manager the requisite demand promissory note and the letter of continuation with the application.

1-3 The Portfolio Manager shall maintain separate designated bank account(s) in a schedule bank for keeping and managing the funds received from or on account of the Client from time to time, including the Initial Fund.

1-4 The Client has absolute discretionary power to make investment decisions and may from time to time instruct the Portfolio Manager to make such investment(s) for and on its behalf by the following Means of Contact information as set out in Schedule 1 :

(a) Order slip of the Portfolio Manager signed by the Client;

(b) Written instruction signed by the Client;

(c) Faxed instruction signed by the Client;

(d) Orders sent in the form of SMS (Short Message Service) from mobile phone as evidenced in the system of the Portfolio Manager;

(e) Other evidence of order recorded through any other electronic devises accepted by the Portfolio Manager.

1-5 The Means of Communication shall constitute evidence of orders made by the Client to the Portfolio Manager, which when executed shall be conclusive and binding on the Client.

1-6 In case the Client wishes to send instructions through electronic modes (i.e. other than by written instructions handed over physically to the counter of the Portfolio Manager or mail), it shall execute an Indemnity Agreement as set out in Schedule 1II. Provided that instructions given through the telephone, if accepted by the Portfolio Manager in case of emergency, shall require a written confirmation within 24 hours of giving such oral instruction.

1-7 All instructions and orders made by the Client over the telephone or any other electronic or electrical devises shall be logged by the Portfolio Manager in its system and such records shall be conclusive that the instructions have been given by the Client and the transactions so ordered or instructed shall be binding on the Client.

1-8 Order by electronic transmission to the Portfolio Manager shall be made at the risk of the Client and the Portfolio Manager shall under no circumstance be held responsible for any loss due to non- transmission arising out of any electronic, electrical or mechanical fault.

1-9 The Portfolio Manager shall open a trading sub account in the name of the Client with the designated registered broker of the stock exchanges, which the Client sets preference to. In case the Client does not indicate any broker preference, the Portfolio Manager shall open the trading sub account with any registered broker at its sole discretion.

1-10 The Portfolio Manager shall execute the trades through the registered broker with whom the trading sub account of the Client is maintained.

1-11 The Portfolio Manager shall direct the trades of the Client to the broker maintaining the trading account of the Client and the trades conducted by the broker shall be allocated to the account of the Client on the performance of such broker on actual basis.

1-12 If the Client is purchasing any securities within the margin in such case, the Client shall be eligible to purchase any securities only from the list of securities approved by the Portfolio Manager for the purpose of this agreement.

1-13 The Portfolio Manager may, at its discretion, from time to time, add new securities to or remove existing securities from the list of approved securities.

1-14 The Portfolio Manager upon acceptance of an order, shall undertake necessary steps to execute such order of the Client. If the Means of Communication is not satisfactory, the Portfolio Manager shall not be obliged to comply with such order but may revert back to the Client for clarification.

1-15 If the value of an order of the Client exceeds the purchasing power of the Client, which will be determined by the available cash and Margin Loan in the account, the Portfolio Manager shall have the discretion to modify the order by reducing the order quantity and/or eliminating a specific order.

1-16 The sole responsibility for making investment decisions shall be on the Client and the Portfolio Manager will not make any discretionary investment decisions for or on behalf of the Client. The Portfolio Manager will only act on instructions of the Client in the manner stipulated in Article 1.4 hereinabove.

1-17 The Client hereby confirms that it is fully aware of the risks of losses arising out of fluctuations in prices of securities and Portfolio Manager has also appraised him accordingly. The Client has agreed to invest through the Non-Discretionary Account in spite of the aforesaid risks.

1-18 The Portfolio Manager shall under no circumstances be responsible or liable for any result whether adverse or otherwise of the investment decisions of the Client.

1-19 Without prejudice to the foregoing, the Portfolio Manager neither guarantees any rate of return or profit from any investment to the Client nor shall be responsible for any losses caused to the Client due to fluctuations of the capital market.

1-20 The funds of the Client will be invested in securities, listed or deemed to be listed, with the stock exchanges in Bangladesh or unlisted, from the secondary markets only, with a view to earn capital gain and annual return in the form of dividend/interest/bonus shares.

1-21 The Non-Discretionary Portfolio Management Account may be used for series of transactions by the Client and will continue till the expiry or termination of this Agreement, whichever is earlier.

1-22 The Client may from time to time appoint or remove any person as a mandate by submission of the form set out in Schedule 1V.

1-23 Mandate i. An individual Client shall be allowed to appoint 1 (One) Authorized Person to act on behalf of the Client at any time. ii. An Institutional Client shall be allowed to appoint a maximum of 3 (three) Authorized Persons at a time.

1-24 Such Authorized Person shall be able to do all acts and give instructions or orders for all transactions which the Client would be able to do under this Agreement, including operating the

account(s) of the Client and shall be acting for and on behalf of the Client until he is removed in the manner stipulated hereunder. The account(s) of the Client shall be operated singly either by the Client or by the Authorized Person.

1-25 Where two or more persons are appointed, the Portfolio Manager may act on the instructions of any one of them unless otherwise specified by the Client.

1-26 The Portfolio Manager may act on the instructions of an Authorized Person until it actually receives written notice from the Client of the removal of such Authorized Person and may in any event act on any instructions issued by the Authorized Person before the date of receipt of the written notice of such removal.

1-27 The Client shall bear the full responsibility of the acts or omissions of its Authorized Person. The Portfolio Manager shall not be held liable for any irregularities or unauthorized acts committed by the Authorized Person including and not limited to unauthorized placing of sale/purchase orders or withdrawal of fund/securities.

1-28 In case the Client is a limited company, institution, association, trust or a firm, the signatories to this Agreement on behalf of the Client shall provide full corporate documents, including Board approvals and shareholder approval (if any) supporting the appointment of the Authorized Person prior to the appointment.

1-29 The Client shall be solely responsible for notifying the Bangladesh Securities and Exchange Commission and other concerned authorities in the case of acquiring substantial shares of a company and/or trading shares of companies in which the Client holds directorship or in other cases where it is obligatory to notify the regulatory authorities.

1-30 If any client holds directorship of any company, then the client shall provide a statement to the Portfolio Manager declaring any directorship of any listed company of Bangladesh in the form set out in Schedule 1.

1-31 All clients are solely responsible for any sorts of disclosure including his directorship and any other disclosure as per the KYC requirement. **CBC Capital & Equity Management Ltd.** will not be held liable for any non-disclosure and in cases where a director of any company does not disclose his/her directorship. The obligation of disclosing of any fact is on the client only.

Article - 2 Margin Loans

2-1 On the application of the Client, the Portfolio Manager may grant a Margin Loan to Client at the ratio stipulated in Schedule 1.

2-2 The Margin Loan will not be granted without furnishing the Portfolio Manager the requisite demand promissory note and the letter of continuation.

2-3 The Client may avail the Margin Loan only to purchase the securities approved by the Portfolio Manager.

2-4 Upon approval of the grant of Margin Loan, the Portfolio Manager shall disburse the advances under the Margin Loan from time to time to the Non-Discretionary Portfolio Management Account of the Client for procurement of securities as instructed by the Client. Each advance shall be equivalent to the purchase price of such securities and the aggregate of such Advances shall under no circumstances exceed the Margin Loan amount sanctioned in favour of the Client by the Portfolio Manager.

2-5 The Margin Loan shall first be adjusted from the sale proceeds of the securities from the Client's portfolio after disbursement of the Advance.

2-6 In case the Client's Equity falls below Margin Call as set out in Schedule 1, the Portfolio Manager shall by written notice call for the requisite Margin Deposit to be deposited by the Client within set out days in Schedule 1 from the date of the notice.

2-7 If the Client fails to deposit the requisite Margin Loan upon notification mentioned in the schedule and subsequently for this reason the equity falls to the MTM level, the Portfolio Manager reserves the right to adjust the Appropriate Portion of the portfolio by selling the most favourable security through MTM.

2-8 If the Client fails to deposit the requisite Margin Deposit within the stipulated time or the equity falls to the level of the MTM, the Portfolio Manager shall be entitled to exercise its lien over the Portfolio of the Client in the manner set forth in Article 9 below.

Article - 3 Trading Error

3-1 A trading error shall have occurred if any discrepancy is detected between the order given by the Client in accordance to Article 1 hereinabove and the order placed to the broker(s) in the following aspects:

(a) Misdescription of the name of securities.

(b) Alternation of orders, i.e., placing buy order while the Client placed sale order and vice versa.

(c) Excess order to the broker(s). However, placing lesser quantity of order shall not be deemed to be a trading error.

3-2 The Portfolio Manager shall not be responsible for or assumes any obligation to compensate for any damages or loss suffered by the Client due to a trading error committed by the broker(s).

3-3 A broker shall have committed a trading error, if any discrepancy is detected between the written order placed to the broker(s) and the trade confirmations received from the broker(s) in the following aspects: (a) The securities traded differ from the order placed. (b) Executing erroneous trades which differs from the order placed by the Portfolio Manager, i.e., executing buy order while sale order was placed and vice versa. (c) Excess order carried out by the broker(s). However, executing lesser quantity of order shall not be deemed to be a trading error.

3-4 Subject to the provisions under this Article 3, in case the Portfolio Manager commits any error in directing trades to the broker(s), the Portfolio Manager shall reverse the trades within shortest possible time and compensate the account for any realized losses arising out of such wrong transaction. However, the Portfolio Manager shall under no circumstances be liable to compensate any amount more than the actual loss amount, and will not be liable for any loss of opportunity, loss of profit or future loss.

Article - 4 Covenants

4-1 Portfolio Manager will exercise diligent efforts, without any obligation, in buying and selling securities and rendering services related to the maintenance and administration of the Portfolio of the Client in accordance with the instructions of the Client.

4-2 The Portfolio Manager shall undertake all necessary steps to make application for Initial Public Offer (IPO) or Pre IPO placement on behalf of the Client after receiving instructions from the Client.

4-3 The Portfolio Manager will maintain separate client-wise accounts for the fund and the securities of its clients.

4-4 The Portfolio Manager shall act as custodian to all the securities of the Portfolio and shall exercise all care and due diligence in the dealing, administration and management of the account(s) and the securities of the Client.

Article – 5 Representations and warranties

5-1 Each party hereto represents and warrants that:

i) the party has the requisite authority or corporate authority (as the case may be) to enter into this Agreement and consummate the transactions contemplated by this Agreement, including the obtaining of all requisite consents or approvals of, or exemptions by, any state, governmental or public bodies and authorities;

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ii) the signing and delivery of this Agreement and all documents in contemplation thereto and the performance of any transactions contemplated thereunder will not:

• contravene or constitute a default under any provision contained in any agreement, instrument, law, judgment, order, license, permit or consent by which the party is bound or affected; or

• cause any limitation on the party (whether imposed by any of its constitutional documents or by any law, order, judgment, agreement, instrument or otherwise) to be exceeded.

5-2 The representations and warranties in this Article shall be deemed to be repeated, updated mutatis mutandis at each such date, on the date of each transaction undertaken under this Agreement.

5-3 the Portfolio Manager will do all such acts on behalf of the Client as the Portfolio Manager may, in view of and as per the Client's request and instructions, consider necessary or advisable for the purposes of rendering the Services including, without limitation, operating Investment Account(s); executing such documents as may be necessary for the performance of the Client's and Portfolio Manager's respective obligations under this Agreement; monitoring book closure, dividend, rights, bonus, etc., and all other corporate actions to ensure that all benefits accrue to the Client pursuant to or in relation to the Services rendered by the Portfolio Manager under this Agreement.

5-4 the services and the provisions of this Agreement shall be subject to the applicable laws, in force from time to time.

5-6 the Portfolio Manager act in a fiduciary capacity and shall disclose all conflicts of interests as and when they arise and where appropriate.

5-7 all portfolios with the Portfolio Manager from time to time shall be governed by the terms and conditions as provided in this Agreement.

5-8 this Agreement has been duly executed and delivered by the Client and constitutes the legal, valid and binding obligations of the Client, enforceable against the Client in accordance with their terms.

Article - 6 Responsibilities of Portfolio Manager

6-1 The Portfolio Manager shall:

(a) operate the Portfolio of the Client with care and professional integrity, and in accordance with the instructions of or restrictions imposed by the Client;

(b) invest the funds of the Client as soon as possible upon receipt of instructions and will promptly refund any dues which the Client is entitled under the terms of this Agreement;

(c) in its best endeavour provide the Client with prospectus, memorandum and other research materials to assist them taking investment decisions. However, the Portfolio Manager shall under no circumstances be responsible of any misstatements, false representation or error made in such prospectus, memorandum and other research materials or is under any obligation to verify the information given therein;

(d) in case of application of IPO securities, timely refund of unallocated amounts (if any).

(e) inquire into any written complaint lodged by the Client and ensure redress of any legitimate complaint of the Client within one month of the date of receipt of such written complaint;

(f) make all transactions of the Client within price range advised by the Client in writing;

(g) maintain the Client's account separately from its own account;

(h) provide the Client with periodic reports on the Portfolio, at least once in every six months containing details of the Portfolio, transactions, cash position, incomes and expenses; and

(i) keep all securities bought in the account of the Client in safe custody.

6-2 The Portfolio Manager shall not:

(a) receive any advantage from the funds or Portfolio of the Client;

(b) furnish any exaggerated information to the Client regarding its competence, skill and success; and

(c) disclose any material financial information of the Client to anybody unless it is required at the direction of any government regulatory body.

Article - 7 Fees, Charges and Interest

7-1 The Portfolio Manager shall be paid by way of remuneration for its services under this Agreement the fees either as stated in Schedule 1 to this Agreement or as may be agreed in writing by a separate agreement related to fees and charges between the Portfolio Manager and the Client.

7-2 The Portfolio Manager shall also be paid interest on the Margin Loan as stated in Schedule 1 to this Agreement at the rate stipulated in Schedule 1 attached hereto.

7-3 The Portfolio Manager shall also be paid all out of pocket and third party expenses as stated in Schedule 1 to this Agreement.

7-4 The Portfolio Manager may revise the fees and interests' payable at any point of time and the Client agrees to pay the Portfolio Manager such revised rates.

7-5 Clients are required to keep sufficient cash balance at the end of each quarter for realization of various charges by the Manager.

7-6 In case of failure to pay the Portfolio Manager any of the fees, charges or expenses under this Agreement within 15 (Fifteen) days after such payment becomes due, the Portfolio Manager may realize the accrued charges/fees and interest by exercising its lien over the assets of the Portfolio in the manner stipulated in Article 9 hereunder.

Article – 8 Reporting and Notifying

8-1 The Portfolio Manager will provide the Investor a report at least once in every six months that will contain details of formation of the portfolio, securities, cash and NAV on the date of reporting, details of all transactions, all financial gains received, and expenses incurred.

8-2 The Portfolio Manager may provide any other optional reports upon written request of the Client where it deems appropriate.

8-3 The Portfolio Manager will notify the Client in writing in event the total value of securities in the Portfolio falls to the Minimum Value.

Article – 9 Enforcement of Lien

9-1 The Portfolio Manager shall be entitled to exercise lien over the assets of the Portfolio of the Client under the provisions of this Agreement without any prior written notice to the Client.

9-2 The Portfolio Manager will sell the Appropriate Portion of the Client's portfolio and/or will follow MTM policy.

9-3 The Portfolio Manager reserves the right to sell any security(s), whether of High or low priced, in order to reconcile the level of equity of the Client.

9-4 If the sale proceeds of the Appropriate Portion or any part thereof exceed the required Margin Deposit with interest or any

outstanding indebtedness of the Client under this Agreement, the excess funds after adjustment will be deposited in the Non Discretionary Portfolio Management Account.

9-5 If the sale proceeds of the Appropriate Portion or any part thereof are less than the required Margin Deposit with interest or any outstanding indebtedness of the Client under this Agreement, the Portfolio Manager shall immediately request the Client in writing for adjustment of the shortfall.

9-6 Upon failure by the Client to adjust his/her outstanding account or accounts, the Portfolio Manager, will be entitled to close all or any accounts of Client and take appropriate actions, including enforcement of this Agreement and the security.

Article – 10 Transmission

10-1 In the event of death of the Client, the nominee(s) as prescribed by the Client in the Application Form shall be the only persons recognized by the Manager as being entitled to the assets of the portfolio.

10-2 In case nominee(s) are not mentioned, the Portfolio Manager shall not be obliged to deal with any person or persons or accept any right, title or interest of any person unless such person is holding a valid succession certificate, probate or letter of administration covering the investment from a court of competent jurisdiction and subject to such further documents or evidence that the Portfolio Manager may require.

Article – 11 Allocation of IPO and Pre IPO Securities

11-1 Allocation of IPO securities to investment accounts shall be made on actual basis, i.e., the amount of shares allotted to the Client by the issuing company.

11-2 Allocation of Pre-IPO securities will be made on the discretion of the portfolio manager (*where applicable*). In case any client arranges Pre-IPO securities on his own, that investment may be shown in respective portfolio account at the allotted price.

Article – 12 Valuation of Assets

12-1. The assets of the Portfolio of the Client shall be valued following the provisions of the Valuation Policy adopted by the Portfolio Manager delineated in Schedule V of this Agreement.

12-2. The Portfolio Manager may from time to time revise all or any provisions of the Valuation Policy. However, the Manager shall notify the Client any such revisions.

12-3. The value of the Portfolio shall be applied for determining other applicable charges and also shall be used for reporting purposes.

Article – 13 Registration of Securities

13-1 The Portfolio Manager will ensure registration of all the securities acquired for the Client within 48 hours before the relevant closure of books.

13-2 In case any securities acquired for the Client become available within 24 hours of book closure/record date, the Portfolio Manager shall in its best endeavour, without assuming any obligation, procure the registration of the securities on an emergency basis.

13-3 However, the Portfolio Manager shall not be held responsible for any loss caused to the Client due to non registration of securities.

13-4 The Client may register the securities any time before the closure of books by instructing the Portfolio Manager. After receiving of such instructions from the Client, the Manager shall arrange sending the securities to the issuing company for registration within 2 (two) Business Days.

Article – 14 Notice

14.1. Any notice provided for in this Agreement shall be in writing and shall be first transmitted by facsimile transmission, and then confirmed by registered mail or courier service, in the manner as elected by the party giving such notice to the addresses provided in Schedule 1.

14-2 All notices shall be deemed to have been validly given on

(i) the Business Day when the transmission was made, if transmitted by facsimile transmission, or

(ii) the expiry of three (3) Business Day after posting if transmitted by registered mail or

(iii) the Business Day of receipt, if transmitted by courier.

14-3 Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other party, not less than ten (10) days prior written notice.

Article – 15 Termination of Agreement

15-1. This Agreement shall continue in force until terminated by either party giving to the other not less than 60 (Sixty) Business Days' notice in writing provided that either party may upon serving written notice terminate this Agreement in any one of the following events:

(a) The other party is in breach of any material terms of this Agreement, which shall not have been remedied within 15 (Fifteen) days after serving of written notice requiring the breach to be remedied.

(b) The other party shall go into bankruptcy or liquidation, a resolution is passed for its winding up or a receiver or similar officer is appointed over any assets of that party.

(c) Voluntary or compulsory termination of portfolio management services by the Portfolio Manager.

(d) Suspension or termination of registration of Portfolio Manager by the Bangladesh Securities and Exchange Commission (BSEC).

(e) Occurrence of any other matter that causes permanent disability for the Portfolio Manager to carry out the portfolio management functions.

(f) the Client has misrepresented the facts at the time of account opening or otherwise;

(g) the Client has failed to comply with or observe any provision under this Agreement or any other obligation owed to the Portfolio Manager.

(h) upon the disability, death, winding-up, bankruptcy, liquidation, or lack of legal capacity of the Client;

Notwithstanding, in the event of termination of this Agreement due to death/physical incapacity of the Client, if for any reason, the Portfolio Manager is required to continue management or custody of any of the cash/securities as a consequence of the Client's successor not being apparent or as a consequence of any dispute between any heirs or successors apparent or otherwise, the Portfolio Manager shall be entitled to recover from the Client or its successors all expenses that the Portfolio Manager may incur as a consequence of such management or custodianship including without limitation any legal fees and other out of pocket expenses incurred by the Portfolio Manager.

However, in the event that a nominee has been appointed by the Client in the Application, upon receiving notice of the death of the Client, the Portfolio Manager shall be authorized by the Client to, and shall, deliver the cash/securities held with the Portfolio Manager to such nominee of the Client, irrespective of any wills or other modes of dispensation of property subject to the Applicable Laws.

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15.2 Upon termination of this Agreement, the Portfolio Manager shall at the option of the Client either deliver the securities and cash in its custody hereunder to the Client, or to a bank or agent of the Client's selection provided, however, that the Portfolio Manager shall not be required to make any such delivery or payment until full payment shall have been made by the Client of all the fees, cost and expenses due to the Portfolio Manager, including reasonable expenses incurred in connection with such delivery of securities and cash.

15.3 Settlement of cash and delivery of securities, if any, will be made within 7 (seven) Business Days by the Portfolio Manager, provided such securities are available with the Manager. However, if the Client opts for settling of securities by selling them in the market and if the Portfolio Manager agrees to such proposal, it will be made within time allowed by the market conditions.

15.4 The Portfolio Manager reserves the right and sole discretion to liquidate the Portfolio of the Client in whole or in part without notice to the Client and to disburse the NAV to the Client if the Portfolio Manager deems that such action is necessary or expedient for any reason whatsoever, including the compliance of any applicable law or regulation.

Article – 16 Dispute and Settlement

16-1 All questions of differences whatsoever which may at any time hereinafter arise between the parties hereto or their respective representatives relating to these presents or the subject matter hereof or arising out of or in connection hereto (as the case may be) shall be referred to a single Arbitrator on mutual agreement, otherwise two umpires in accordance with and subject to the provisions of the Arbitration Act 2001.

16-2 The venue of arbitration shall be in Bangladesh.

Article – 17 Force Majeure

17-1. The Portfolio Manager shall not be held responsible for any losses caused to the Client due to the occurrence of the following:

(a) Irrational behaviour of the capital market, structural changes in the economy, or any fundamental change in the securities issuing companies.

(b) Failure to pay dividend or interest by any issuing companies.

(c) Uncertainties caused by political or social instability, or change in any law or regulations of the territory.

(d) Occurrence of any other factors beyond the control of the Portfolio Manager.

Article – 18 Governing law and jurisdiction

18-1 This agreement shall be governed by the laws of Bangladesh.

Article – 19 Taxes

19-1 The Portfolio Manager shall make necessary income tax deduction from the account(s) of the Client in accordance to the fiscal laws of the country (*where applicable*).

Article – 20 Power of Attorney

20-1 The client hereby appoints the Portfolio Manager as its attorney, with full powers and authority, in the name of the client, to take all necessary actions, whether in the name of the Client or otherwise, take legal proceedings or such other actions, to effect anything or matter, and such act shall be deemed to have done for and behalf of the Client, in accordance with this Agreement.

20-2 As the attorney of the Client, the portfolio Manager shall be empowered, among other things, to apply for IPO securities, receive certificates against allotment letters, dematerialized shares, transfer and register such securities with issuing companies, issue proxy, attend and vote at the Annual General Meetings, Claim and collect dividend, bonus and right shares with respect to companies whose securities shall be held by the Portfolio Manager, open and operate trading account or accounts with registered brokers for and on behalf of the Client.

Article – 21 Miscellaneous

21-1 The Portfolio Manager shall be fully authorized to modify or vary the terms and conditions contained herein for compliance with any prevailing or change of relevant laws relating to matters herein.

21-2 The Portfolio Manager shall have the right to be fully indemnified for any loss, claim, damages or expenses arising out of the regular operation, administration and management of the Portfolio from the account(s) of the Client or proceeds from the sale of the Portfolio or any part thereof, provided that the Portfolio Manager has acted in good faith.

21-3 The Schedule(s) and any rider(s) attached hereto including the Portfolio Account Opening Form, together with this Agreement shall constitute the entire Agreement between the parties hereto and supplement this Agreement.

21-4 This Agreement is or shall be in compliance with the Bangladesh Securities and Exchange Commission (BSEC) laws and such rules, regulations, notices or circulars issued by the Bangladesh Securities and Exchange Commission from time to time.

21-5 CBC Capital & Equity Management Ltd. has right to impose additional condition(s), if necessary and the decision of CBC Capital & Equity Management Ltd. in this regard will be final.

21-6 The Client will treat as confidential (both during and after the termination of the relationship between the Parties) any information obtained from or learned about the Portfolio Manager, including without limitation, its products or services in the course of their relationship under this Agreement. The Client will not disclose the same to any third party without the Portfolio Manager's written consent. These obligations shall not apply to information which (i) is, or becomes, known to the public, (ii) is received by the Client from a third party entitled to disclose it, or (iii) is disclosed to competent government authorities or courts or other tribunals in accordance with the requirements of the Applicable Laws.

In witness whereof: the parties hereto have caused this Agreement to be executed in duplicate by their respective duly authorized representatives as of the day and year first written above.

For and on behalf of **the Portfolio Manager**

CBC Capital & Equity Management Ltd.
Level-6, Unit-6L, N, Tower-A,
Police Plaza Concord Tower,
Plot#2, Road#144, Gulshan-1,
Dhaka, Bangladesh.

_____

Name:

Designation:

In the Witness of:

_____

Name:

Designation:

For and on behalf of **the Client**

√

_____

Principal Applicant:

Name:

Designation:

Address:

Joint Applicant

√

_____

Name:

Designation:

Address:

In the Witness of:

_____

Name:

Designation:

Address:

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LETTER OF LIEN

CBC CAPITAL & EQUITY MANAGEMENT LTD.

Level-6, Unit-6L, N, Tower-A,
Police Plaza Concord Tower,
Plot#2, Road#144, Gulshan-1, Dhaka, Bangladesh.

In consideration of your acting as our Portfolio Manager under the terms and conditions of the Non-Discretionary Portfolio Management Agreement dated ..... (the "Agreement"), and for settlement on demand of all amounts due or

which hereafter may become due from me/ us to you, as well as for settlement on demand of all interest thereon at the rate or rates that you may from time to time determine as payable thereon and all costs, charges and expenses, 1/ we hereby declare/pledge and declare as follows:

1. I/ We pledge with you as security for repayment to you all shares, stock and securities with transfer forms duly signed in blank and/ or securities duly endorsed in your favor which I/ we now deposit or which I/ we have deposited with you or which is in your possession held on my/our behalf and also all shares, stocks and/or securities which I/we may hereafter deposit with you in addition to or in substitution for the shares, stocks and/or securities already deposited or which may hereafter come into your possession on my/our behalf.

2. I/We the undersigned hereby appoint you as my/our attorney for the purpose hereafter mentioned and specially authorize and empower you and all attorney holding power of attorney on your behalf to fill up and complete any incomplete transfer form attached to any shares, stocks, and/or securities and to insert your or that of any other nominee of CBC Capital & Equity Management Ltd. therein and give effect to any transfer of shares, stocks and/or securities (whether dematerialized or not) as transfer or of the shares and/or stocks and to sign, seal, execute and deliver any such transfer or other documents that may be necessary or required for the purpose of completing your title to any such shares, stocks and/or securities and register the same in the books of the concern company or entity to which the same relates to or with the public office in case of securities and obtain fresh script or scripts for the shares, stocks and/or securities in the name of CBC Capital & Equity Management Ltd. or in that of any other employee or nominee of CBC Capital & Equity Management Ltd. without any reference to or consent of me/us.

3. I/ we hereby authorize you to pledge and/or sell and absolutely dispose of all or any such shares, stocks and/or securities at such price and in such manner as you may think without any reference to or consent of me/us. I/we hereby further agree to sign and/or endorse of as the case may be to sign, seal, execute and deliver any transfer or other document at your request that may be necessary or required by you for the purpose of completing your title to any such shares, stock and/or securities for the purpose of completing the seal thereof.

4. I/we authorize and empower you and all attorney holding powers of attorney on your behalf to sign, seal, execute and deliver any transfer or other documents for the purpose of effecting and completing the sale in my/our name and I/we further authorize you to reimburse yourself out of the proceeds of any pledge or sale all costs, charges and expenses incurred by you in transferring and selling all or any such shares, stocks and/or securities or maintaining the value thereof or otherwise in connection therewith.

5. I/we declare that you shall not be responsible for any loss from or through any brokers or others employed in the sale of any such shares, stocks and/or securities or for any loss or depreciation in value of any such shares, stocks and/or securities arising from or through any cause whatsoever and deficiency whatsoever and howsoever arising.

6. I/we agree to make good any payment to you on demand and it is further agreed that you shall have a lien on all such shares, stocks and/or securities or the proceeds thereof after sale (if sold) as security for or in part payment of any other debt due to liability incurred or likely to be incurred by me/us to you and I/we further make good any payment on demand to you.

7. I/we authorize you to collect all dividends and bonuses or interest as the case may be payable or hereafter paid in respect of any shares, stocks and/or securities and agree to sign all such further documents as may be necessary for effectual to vest in or secure to you the property in the said shares, stocks and/or securities and dividends, bonuses and interest payable in respect thereof or to effect the selling or transferring of the same or to enable you to obtain new shares, stocks and/or scrip in the event of any company being wind up or reconstituted.

8. In the event of a temporary or permanent depreciation in value of any such shares, stocks and/or securities, I/we agree at all times to keep up the value of such shares, stocks and/or securities and at your request pay to you in money the difference between the market value of any such shares, stocks and securities on the day when they were deposited or came into your possession and on the date on which you may call upon me/us to deposit such difference.

9. I/we expressly agree that I/we shall immediately pay on a call being made by you against any partly paid shares, pledged by me/us with you. In the event of my/our failure to do so, you shall, without being bound to do so, be entitled at your discretion either to pay the amount of such call and to debit the same to my/our account or to sell off such shares in the manner mentioned herein above. In the event of your paying amount of call I/we shall immediately reimburse the amount to you with interest thereon as prescribed or effective during the period from the date of your payment till my settlement of the outstanding amount.

10. In the event of my/our failing to comply with the request to pay to you on demand all or any part of the money due/ owing by me/us to you, I/we hereby authorize you to exercise all or any of the powers hereby conferred upon you and I/we declare that you shall not be answerable or responsible for any damage or depreciation which any such shares, stocks and/or securities may suffer whilst in your possession under this agreement nor shall you be under any liability whatsoever to make any payment or money or to do any other act or things for the purpose of preventing loss or depreciation in the value of the said shares, stocks, and/or securities.

11. I/We admit and acknowledge that until the termination or expiration of the Agreement and all our indebtedness thereto have been discharged in full, the securities in our Portfolio and any amount available in our accounts with the Portfolio Manager will remain subject to the security created by this Letter.

12. I/We hereby agree that upon occurrence of any circumstances under the Agreement which entitles you to exercise your lien and transfer or apply all or any of the money from time to time standing to the credit of my/our accounts in or towards the discharge and satisfaction of any of our liabilities with you, you may set off any amount standing to the credit of any of my/our accounts against an amount owed by me/us to you under the Agreement but unpaid and such right of set off shall be irrevocable and binding until our liabilities with you have been irrevocably and fully discharged.

13. I/we hereby also agree that any notice in writing required to be served herein shall be sufficiently served if served through facsimile, email, or any other electronic media or addressed to me/us at my/our address registered with you or in the event of no such address being registered, at my/our last known place of residence or business.

In witness whereof I/we hereinto set my/our hands this _____ day of 20_____.

√ _____

Principal Applicant

Name :
Designation :
Address :

√ _____

Joint Applicant

Name :
Designation :
Address :

In the Witness of:

_____

Name :
Designation :
Address :

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Demand Promissory Note

To,

Date: ……..

CBC CAPITAL & EQUITY MANAGEMENT LTD.
Level-6, Unit-6L, N, Tower-A,
Police Plaza Concord Tower,
Plot#2, Road#144, Gulshan-1,
Dhaka, Bangladesh.

Stamp

Taka ……

On demand, I / we promise to jointly and severally, to pay CBC Capital & Equity Management Ltd. or order a sum of Tk …… (Taka …… only) with interest at ……..…… % per annum being the amount of margin loan owing and due under the **Non-Discretionary Portfolio Management Agreement No** ……..……., **dated** …… and any subsequent amendment thereof between us and CBC Capital & Equity Management Ltd.

Principal Applicant

Signature : ……
Name : ……
Address : ……
……
……

Joint Applicant

Signature : ……
Name : ……
Address : ……
……
……

REVIVAL LETTER

To,

Date: ……..

CBC CAPITAL & EQUITY MANAGEMENT LTD.
Level-6, Unit-6L, N, Tower-A,
Police Plaza Concord Tower,
Plot#2, Road#144, Gulshan-1,
Dhaka, Bangladesh.

Stamp

Dear **Sir(s)**,

With reference to my/our **Non-Discretionary Portfolio Management Account** No ……..…. maintained with you, secured by a Demand Promissory Note dated …… for Tk …… (Taka ……..…… only) with interest incurred by me/us in favor of CBC Capital & Equity Management Ltd. and endorsed by the payees to you, I/we acknowledge for the purpose of section 19 of the Limitation Act IX of 1908 and any similar Limitation Law in order to proceed any question of Limitation Law that I am/we are liable for payment of all related securities, agreements and obligations.

I/we further declare to the effect that the aforementioned Demand Promissory Note shall be a continuing security.

Principal Applicant

Signature : ……
Name : ……
Address : ……
……
……

Joint Applicant

Signature : ……
Name : ……
Address : ……
……
……

Note: This form is for signature by the maker of the Demand Promissory Note and is for use in cases where a Demand Promissory Note is made in favor of a third-party and endorsed by the said third-party.

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Non-Discretionary Portfolio Management Agreement

SCHEDULE 1

Date :
To : The Portfolio Manager
From : The Client

As determined by the Company, subject to regulatory guidelines, the Portfolio Manager may change from time to time any of the provisions of this Schedule 1:

1. **Initial Fund *:** BDT 50,000/- (BDT Fifty Thousand).
2. **Loan Ratio *:** Loan ratio will be provided upto 50% of Client's Equity but in case of maximum, it will be within regulatory limit.
3. **Maximum Loan Limit *:** BDT 5,00,00,0000/- (BDT Five Crore).
4. **Equity:** Total Asset Value of the Portfolio: Debt Liability, i.e., Equity is the value of the Total Assets of the Portfolio net of Debt Liability.
5. **Total Asset Value of the Portfolio:** Market Value of Securities + Cash + Accrued Dividend/Interest, i.e., Total Asset Value of the Portfolio is the sum of the market value of securities, cash, and accrued dividend and interest on the investments.
6. **Debt Liability:** Margin Loan + Accrued Interest and charges, i.e., Debt Liability is the sum of extended margin loan and accrued interest thereon.
7. **Margin Call *:** 50% of the total Debt Liability.
8. **Set out days for margin call letter*:** After every 7 working days between Margin Call and MTM.
9. **Mark-to-Market (MTM)*:** 30% of the total Debt Liability. MTM is the process of real time revaluation of a security and gradual adjustment process in respect of client's equity level. In case, the equity drops below the set level then on the next working day within the time period deposit will be required or partial sale shall be made to raise it by auto adjustment through MTM.
10. **Margin Deposit*:** Debt Liability – Equity, i.e., the Call amount of Margin Deposit shall be the difference between the Debt Liability and the Equity of the Client.
11. **Set out days for Margin Deposit*:** Within seven (7) working days from the date of the notice.
12. **Fees, interest and charges shall be payable to the Portfolio Manager in accordance with Article 7***:
    - **A/C Opening Fees** - Documentation Charge: Tk. 500
    - **Non Margin Account** - Settlement Fee: 0.40% on transaction value.
      - Margin Loan is not applicable (But for any situational loan, interest may be charged as per the margin loan policy)
      - CDBL Charges at actual
    - **Margin Loan Account** - Settlement Fee: 0.40% on transaction value.
      - Interest on Margin Loan: 15.00% p.a (to be charged quarterly).
      - CDBL Charges: At actual
13. **Out-of-pocket and any third party expenses*:** Charges of central depositories are to be levied according to the charging mechanism set by the Central Depository of Bangladesh Limited. These expenses include (but are not limited to) :
    a. SMS and other extra-ordinary communication Costs.
    b. Any charges imposed by the regulator
14. **Addresses for serving of notices:**

In the case of notices to the Portfolio Manager at:			**In the case of notices to the Client at:**	
For the attention of	:	CBC CAPITAL & EQUITY MANAGEMENT LTD.	For the attention of	:
Address	:	Level-6, Unit-6L, N, Tower-A, Police Plaza Concord Tower, Plot#2, Road#144, Gulshan-1, Dhaka, Bangladesh.	Address	:
Contact number	:	+88-09603005566	Contact number	:
Email	:	cbc@cbccapital.org	Email	:

Subject to change upon management discretion

SCHEDULE 2

Declaration of Directorship with Listed Companies

With reference to Article 1-30 of this Agreement between us dated [.....], I/we hereby declare that I/we hold directorship in the following listed companies:

Name of Listed Companies	**Shareholding (%)**
.....	.....
.....	.....
.....	.....

SCHEDULE 3

INDEMNITY FOR ELECTRONIC INSTRUCTION

With reference to Article 1-6, I/We hereby agree that the Portfolio Manager shall not be liable for any losses, damages, expenses, costs, liabilities and claims of whatsoever nature:-

(i) caused by the unauthorized use of forging of Client's or any of his/her Authorized Person's signatures provided that in any such case the Portfolio Manager shall have properly investigated such signatures in accordance with approved banking practice and by reference to any certified specimen signatures delivered to the Portfolio Manager; or

(ii) arising from any error or ambiguity in any instructions (whether written or oral) received by the Portfolio Manager;

(iii) as a result of the Portfolio Manager acting on oral instructions from the Client or his/her Authorized Persons which are not subsequently confirmed in writing as stated in Article 1-6 or as a result of reverting or attempting to reverse the same.

SCHEDULE 4

APPOINTMENT MANDATE [Article 1- 22]

With reference to Article 1-22 of the Agreement dated [ ], I/We hereby notify you that the persons whose names and signatures (hereby certified as true) are set out below are each appointed to be an Authorized Person as defined in the Agreement.

Name of Authorized Person	Specimen Signature	A = Full Authority B = Buy / Sell	Appointment Date	Client(s) Signature	Removal Date	Client(s) Signature

A. Full Authority : I/We hereby acknowledge and confirm that the Authorized Person(s) has full power and authority on my/our behalf to issue and to sign singly / any two jointly (*) on instructions, directions and other communications to you in connection with the services being or to be carried out by you under or pursuant to the Agreement. The full authority envisaged on the authorized person does not include power to open or close any account, remove or change account holder's mobile number, change e-mail address, change bank account information, nor the authorized person shall have the power of disbursement in any situation so may arise.

B. Buy / Sell: I/We hereby acknowledge and confirm that the Authorized Person(s) has only buy / sell authority on my/our behalf with the services being or to be carried out by you under or pursuant to the Agreement.

SCHEDULE 5

VALUATION POLICIES [Article 12]

With reference to Article 12 of the Agreement, the Portfolio Manager shall value the assets of the Clients' portfolios applying the following policies during the period of the Agreement. The Portfolio Manager may change from time to time any of the provisions of this Schedule 3.

1. In valuing of the assets of the Client's portfolio, the closing price of securities quoted on the last trading day at Dhaka Stock Exchange (DSE) will be used in the manner: Closing Price of the Securities + Net Asset Value ('NAV').
2. When the securities were not traded at DSE on the particular valuing date, immediate previous closing price to the valuing date will be taken into account.
3. When the securities are delisted or suspended for trading, those may be excluded for the purpose of valuation, at the discretion of the Portfolio Manager.
4. For valuation of the shares procured through IPO or pre-IPO placement, the acquisition price shall be taken into account until the securities get listed with the stock exchanges.
5. In case the securities do not get listed within 120 (One Hundred Twenty) days of the close of subscription, the securities shall be treated as non-listed securities.
6. The valuation of non-listed securities, including the delisted securities shall be made by the Valuation Team of the Portfolio Manager. However, the valuation shall be verified by the Internal Auditor of the Manager.
7. Once non-listed securities are valued, the valued amount shall be considered for the purpose of valuing the assets of the Clients' portfolio until the securities are further revalued and the Portfolio Manager shall have the discretion to revalue the securities at any interval of time.
8. Bonus shares shall be taken into account on the date of start of book closure or record date, as the case maybe, for the purpose of valuation. The number of bonus shares shall be determined on the basis of Eligible Claim of the client.
9. Right shares shall be valued following the BSEC's approved price until the shares are received. After receiving the shares, those will be subjected to valuation for daily price movement.

I/We, the undersigned persons have read and fully understood the Schedule 1-5 as mentioned hereinabove, provided by the Portfolio Manager and also declared that all the information provided by me/us here are true.

√ .....
Principal Applicant

√ .....
Joint Applicant

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Foreign Account Tax Compliance Act ("FATCA")

Account Opening Form Supplement

This form must be completed by any individual who wishes to open a Non-Discretionary Portfolio Management Account

Please complete in BLOCK LETTERS

Name : _____
Country of Residence : _____
Country of Birth : _____

Please check '✓' Yes or No for each of the following questions:

	Yes	No
1. Are you a U.S. Resident?	☐	☐
2. Are you a U.S. Citizen?	☐	☐
3. Do you hold valid U.S. Permanent Resident Card (Green Card)?	☐	☐

I hereby confirm the authenticity of the information provided above.

Subject to relevant regulatory requirements, I hereby give my consent that CBC Capital & Equity Management Ltd. may disclose my information to Bangladeshi or foreign regulators, including tax authorities, as necessary to ascertain my tax liability in any jurisdiction.

I further consent and agree that CBC Capital & Equity Management Ltd. may withhold from my account(s) such amounts as may be required by applicable laws, regulations and/or directives issued by relevant Bangladeshi or foreign regulators or tax authorities.

I undertake to notify CBC Capital & Equity Management Ltd. within 30 calendar days of any changes in the information provided by me during opening of the account.

Signature : √ _____

Date : _____

Signature Card (Individual / Joint / Corporate)

Principal Applicant / Signatory 1

Full Name: (in Block Letters)

_____

Signature:

√

Principal Applicant/ Signatory 1 Photograph

Joint Applicant / Signatory 2

Full Name: (in Block Letters)

_____

Signature:

√

Joint Applicant/ Signatory 2 Photograph

Signatory 3

Full Name: (in Block Letters)

_____

Signature:

Signatory 3 Photograph

Authorized Person

Full Name: (in Block Letters)

_____

Signature:

Authorized Person Photograph

Corporate Account Operation:

☐ **Any One / Two / Three**

☐ **Mandatory:** **Signatory 1 / Signatory 2 / Signatory 3**

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Know Your Customer (KYC)

Individual Client

(For Office Use Only)

Account Name :…… **Account No**.: | | | | | | |

Identity Verification: Which Photo ID is obtained?

☐ National ID (NID) ☐ Passport ☐ Driving License ☐ Other (please specify) :…….

Address Verification: How is address verified?

☐ Personal Visit ☐ Bank Statement ☐ Thanks Letter ☐ Utility Bill ☐ CPV (Customer Point Verification)

☐ e-TIN certificate / Tax Assessment ☐ Others (please specify):……..

Occupation Identification: Which occupational document is obtained?

☐ **Private Service**	☐ **Government Service**	☐ **Business***	☐ **NRB**	☐ **Student**
☐ Employee ID	☐ Visiting Card	☐ Trade License	☐ Work Permit	☐ Student ID

Others : ……Documents: ……

***Is business type from the following category? Then mark risk it as High**.

☐ Jewelry/Precious Metals Trade ☐ Money Changer ☐ Real Estate Agents ☐ Arms Business

☐ Manpower Export Business ☐ Art/Antique Dealer ☐ Offshore Corporation ☐ Share/Stockbroker

☐ Import/Export Agents ☐ Casino/Bar/Night Club/Residential Hotel Owner

Source of Fund: Mention the Source of Fund

☐ Salary & Bonuses ☐ Business Income ☐ Rental Income ☐ Family Member's Income

☐ Remittance ☐ Sale of Property (attach supporting documents)

Does the deposit match with the client's profile? ☐ Yes ☐ No

if No, what is the additional source of funding?
How was the source of funding verified?

Politically Exposed Persons (PEPs) ☐ Yes ☐ No

if Yes, is there approval from senior Management?

Risk Grading ☐ High ☐ Low

Comments if Risk Grading is HIGH :

Declaration : I, as a Relationship Manager (RM), hereby declare that the statement made hereinabove are true to the best of my knowledge and believe.

Relationship Manager / Officer:		**Verifier:**	
Signature	:	Signature	:
Name	:	Name	:
Designation	:	Designation	:
Date	:	Date	:

Know Your Customer (KYC)

Client other than the individual

(For Office Use Only)

Account Name :…… **Account No**.: | | | | | | |

e-Tin / TIN No. : …… VAT Registration No. : ……

Identity Verification: Ensure trade license for all businesses.

☐ Trade License ☐ Other (please specify) : ……..……..

Address Verification: How is address verified?

☐ Personal Visit ☐ Bank Statement ☐ Thanks Letter ☐ CPV ☐ e-TIN certificate / Tax Assessment

☐Others (please specify) :

……

Identification document other than sole proprietor: Which document is obtained?

☐ **Private / Public Limited Company**	☐ **Partnership Business**	☐ **Association / Trust / Society**
☐ Certificate of Incorporation	☐ Partnership deed	☐ Trust deed
☐ Memorandum and Articles of Association		☐ Constitution / bye-laws / rules

☐Others (please specify) : ……

Business Type*: Mention client type of business.

Type of Business ……

Is business type from the following category? Then mark it as *High.

☐ Jewelry/Precious Metals Trade	☐ Money Changer	☐ Real Estate Agents	☐ Arms Business
☐ Manpower Export Business	☐ Art/Antique Dealer	☐ Offshore Corporation	☐ Share/Stockbroker
☐ Import/Export Agents	☐ Casino/Bar/Night Club/Residential Hotel Owner		

Source of Fund:

Does the deposit match with the client's profile? ☐ Yes ☐ No

Comments (if No) -

Information of the Beneficiary Owner of the Account

(in case of company, information regarding controlling shareholder(s) and the shareholder(s) holding 20% or more shares)

……

Risk Grading ☐ High ☐ Low

Comments, if Risk Grading is HIGH -

Declaration: I, as a Relationship Manager (RM), hereby declare that the statements made hereinabove are true to the best of my knowledge and believe.

Relationship Manager / Officer:

Signature :

Name :

Designation :

Date :

Verifier:

Signature :

Name :

Designation :

Date :

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Checklist for Account Opening

Serial No	List of Required Documents for Individual / Joint Account
1	2 Passport Size Photographs of the Applicant(s). Signed by the Applicant(s).
2	1 Passport Size Photograph of the Nominee(s). Attested by the Applicant(s).
3	National ID for both Principal & Joint Applicant. If National ID Card is not available then, Photocopy of Passport/ Driving License/ Nationality Certificate with attested photo.
4	Bank Statement of last Six Months / Copy of cheque leaf.
5	12 Digit TIN Certificate for both Principal & Joint Applicant (optional).
6	For Service holder - Photocopy of Employee ID Card / Visiting Card.
7	Trade license (if profession is business). If the profession of applicant is share business, then portfolio of the client's other BO account is required.
8	1 Passport Size Photograph and NID of authorized person, if any. (Attested by the applicant).
9	If applicant does not have any income source, additional documents will be required by the portfolio manager for ensuring the source of fund.
Serial No	**List of Required Documents for Corporate Account (Primary Documents)**
1	2 Passport Size Photographs of Signatories with their names in block letters & signed.
2	Bank Certificate / Bank Statement of the organization.
3	A copy of cheque leaf for BEFTN setup.
4	Photocopy of Signatories' National ID card / Valid Passport / Driving License / Nationality Certificate with attested photographs.

Serial No	List of Additional Required Documents (Sole Proprietorship)
1	Copy of Valid Trade License.
2	1 Passport Size Photograph of Authorized Signatory (if any) attested by the principal applicant.
3	If Nominee is mentioned, then nominee's signature and 1 Passport Size Photograph attested by the applicant.
Serial No	**List of Additional Required Documents (Partnership)**
1	Copy of Valid Trade License.
2	Partnership Deed.
3	1 Passport Size Photograph of Authorized Signatory (if any) attested by all the partners.
4	Partner's letter of authority to open account and authorization for operation.
Serial No	**List of Additional Required Documents (Limited Liability Company)**
1	Copy of Valid Trade License.
2	Copy of RJSC Certified Memorandum and Article of Association (MEMART) and please check the below documents in the Memorandum and Article of Association:
	a. Copy of certificate of incorporation and commencement of business (for Public Ltd. Co.)
	b. Latest copy of form XII
	c. List of Directors along with addresses (Or) A license from Bangladesh Bank (in case of financial institution).
3	List of authorized signatories.
4	Copy of Board resolution to open the account and authorization for operation.
Serial No	**List of Additional Required Documents (Association / Trust / Society / Provident Fund)**
1	Trust deed.
2	Copy of constitution / bye-law / rules. (not required for Provident Fund)
3	Certificate of registration. (not required for Provident Fund)
4	List of members of the governing bodies along with addresses.
5	Copy of resolution of governing body to open the account and authorization for operation.
6	List of authorized signatories.
7	Recognition Letter from NBR (for provident fund only).