



## DISCRETIONARY PORTFOLIO MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into on 

Day	Month	Year
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BY AND BETWEEN

The Portfolio Manager: Stella Equities Ltd.

The Client : \_\_\_\_\_

The Client (Joint) : \_\_\_\_\_

### Terms & Conditions

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 discretionary investment account under Easy Invest Scheme with the Portfolio Manager and the Portfolio Manager 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

**"Actual Investment"** refers to aggregate value/worth of the actual funds deposited by the client with the Portfolio Manager from time to time, including Initial Investment Fund and Monthly Installment, for investment purposes.  
**"Additional Investment Fund"** refer to the funds deposited by the Client with the Portfolio Manager on a later date for the purpose of investment in addition to the Initial Investment Fund.

**"Appropriate Portion"** means 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 will be decided upon at the sole discretion of the Portfolio Manager.

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

**"Eligible Claim"** means 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"** means total value of the Portfolio in the relevant investment account less Debt Liabilities (as defined hereunder) including accrued interest and fees.

**"Client"** means such resident and/or non-resident person, firm, company, trust or association who has appointed the Portfolio Manager for rendering its services under the terms and conditions of this Agreement.

**"Tenure"** refers to the specific period of each individual Initial Investment Fund or Additional Investment Fund as the case may be deposited by the Client for investment purpose.

**"Lock in Period"** refers to the period of time in which the investment is not available for withdrawal; and 2.5% of withdrawal amount will be charged as *Early Exit Fee*.

**"Portfolio Manager"**, **"Manager"** and **"Custodian"** means Stella Equities Limited, a private limited company incorporated under the laws of Bangladesh and having its registered Head Office at House 55/C, Road 15/A, Dhanmondi, Dhaka 1209, Bangladesh; and, correspondence at 15 P.K. Roy Lane, Hafiz Siddique Mansion, Kotwali, Dhaka 1100, Bangladesh.

**"Monthly Investment Amount"** refers to the monthly investment fund deposited by the Client for the purpose of running an Investment Account with the Portfolio Manager.

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

**"Investment Account"** means the Discretionary Account under the chosen Product scheme managed by the Portfolio Manager under this Agreement including such other account opened with the Portfolio Manager for the Client.

**"Discretionary Account"** means an investment account opened with the Portfolio Manager described in Article 1 hereunder.

**"Net Asset Value (NAV)"** means total portfolio value including cash, accrued dividend and interest less total liabilities.

**"Portfolio"** means 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.

**"Subsidiary Discretionary Account"** refers to the subsidiary account opened and maintained by the Portfolio Manager under the same name as the Discretionary Account for the purpose of keeping the Additional Investment Fund deposited by the Client on later dates.

**"Valuation Policy"** means the policy adopted by the Portfolio Manager for evaluating the assets of the Portfolio of the Client delineated in Schedule 3 of

this Agreement. The Portfolio Manager reserves the rights to revise the provisions for the Valuation Policy from time to time as it deems necessary with due notice to the Client giving the Client an opportunity to object to new policy, if any.

### Article - 0 Products & Fee Structure

#### 0-1 Product A: Expected Return on Investment (ROI) 12%-15%

Asset Under Management	Management Fee*	Performance Fee**
Tk. 1,000,000 (10 Lakh) to Tk. 2,000,000 (20 Lakh)	1% per year of (AUM); (0.25% per quarter)	ROI above 15% will be shared (65-35)
Tk. 2,000,000 (20 Lakh) to Tk. 5,000,000 (50 Lakh)	0.80% per year of (AUM); (0.20% per quarter)	ROI above 15% will be shared (65-35)

#### 0-2 Product B: Expected Return on Investment (ROI) 16%-19%

Asset Under Management	Management Fee*	Performance Fee**
Tk. 1,000,000 (10 Lakh) to Tk. 2,000,000 (20 Lakh)	1.5% per year of (AUM); (0.375% per quarter)	ROI above 19% will be shared (60-40)
Tk. 2,000,000 (20 Lakh) to Tk. 5,000,000 (50 Lakh)	1.25% per year of (AUM); (0.3125% per quarter)	ROI above 19% will be shared (60-40)

#### 0-3 Product C: Expected Return on Investment (ROI) 20%-23%

Asset Under Management	Management Fee*	Performance Fee**
Tk. 1,000,000 (10 Lakh) to Tk. 2,000,000 (20 Lakh)	2% per year of (AUM); (0.50% per quarter)	ROI above 23% will be shared (55-45)
Tk. 2,000,000 (20 Lakh) to Tk. 5,000,000 (50 Lakh)	1.75% per year of (AUM); (0.4375% per quarter)	ROI above 23% will be shared (55-45)

#### 0-4 Product D: Expected Return on Investment (ROI) Minimum 10%

Asset Under Management	Management Fee*	Performance Fee**
Tk. 1,000,000 (10 Lakh) to Tk. 2,000,000 (20 Lakh)	3% per year of (AUM); (0.75% per quarter)	N/A
Tk. 2,000,000 (20 Lakh) to Tk. 5,000,000 (50 Lakh)	2.80% per year of (AUM); (0.70% per quarter)	N/A

*\*Management Fee* will be charged *quarterly* at market value either rate of return is positive or negative; however, if end of the year rate of return is negative then management fee will be reimbursed. (0% Mgmt. Fee if year-end rate of return is negative). And if rate of return doesn't meet the minimum expected rate of return then client will receive a discount multiple of 5 times the difference between minimum expected return and real return.

*\*\*Performance Fee* will be charged at the end of the calendar year only if the yearly rate of return exceeds a certain percentage i.e. if real rate of return is X then *performance fee* is calculated in the following way:

- Product A, if  $X > 15\%$  [ $\text{Principal} * \{35\% \text{ of } (X - 15\%)\}$ ]
- Product B, if  $X > 19\%$  [ $\text{Principal} * \{40\% \text{ of } (X - 19\%)\}$ ]
- Product C, if  $X > 23\%$  [ $\text{Principal} * \{45\% \text{ of } (X - 23\%)\}$ ]
- Product D, no performance fee.

### Article - 1 Terms of Investment

1-1 Prior or upon execution of this Agreement, the Client will (i) open a Discretionary Account in the prescribed form with the Portfolio Manager with a deposit of the Initial Investment Fund for investment purposes.

1-2 The Portfolio Manager will maintain separate designated bank account(s) in a schedule bank for keeping and managing the Initial Investment Fund and Additional Investment Fund received from or on account of the Client from time to time.

1-3 The Portfolio Manager will manage the assets of the Client taking into consideration the Client's return objective, risk tolerance ability, constraints, reservations and individual circumstances relevant to the context.

1-4 The Portfolio Manager will have absolute discretion to make investment decisions and execute the trades through any number of designated registered brokers of the stock exchanges.

1-5 The investments made by the Portfolio Manager, when executed, is conclusive and binding on the Client.

1-6 The Client hereby confirms that, he/she is fully aware of the risks of losses arising out of fluctuations in prices of securities or other business risks and

✓  
Signature of the Client (Principal)

✓  
Signature of the Client (Joint)



further affirms that the Portfolio Manager has apprised him of such risks satisfactorily.

1-7 The funds of the client will be invested in securities, listed or deemed to be listed, with the stock exchanges in Bangladesh or unlisted, both from primary and secondary markets, with a view to earning capital gain and annual return in the form of dividend/interest/bonus shares.

1-8 In case of Institutional Clients, the Institutional client shall provide all necessary documentary evidence (e.g. Board approvals and shareholder approval etc.) authorizing the signatory of this Agreement to open the Discretionary account.

1-9 In case of individual, the Client should be a citizen of Bangladesh and competent to enter into a contract under the law.

1-10 The Client shall provide a declaration if any directorship of any listed company registered in Bangladesh in the form set out in Schedule 2.

1-11 The Portfolio Manager is responsible to invest the Initial Investment Fund or Additional Investment Fund or any other amount received from the Client within a reasonable time taking the best interest of the Client into account.

#### **Article - 2 Trade Allocation**

2-1 At the end of each trading day, all trades executed shall be allocated to the accounts proportionate to the respective orders made against each account.

2-2 Allocations shall be made at the multiple of market lot of securities.

2-3 Allocations shall be made at average transaction price of all securities, which is calculated separately for buying and selling of securities transacted through all brokers on the relevant day.

#### **Article - 3 Trading Error**

3-1 A trading error will occur if any discrepancy is detected between the order of trade given by the Portfolio Manager in accordance with Article 1 hereinabove and the order executed by the broker(s) in the following aspects: (a) The securities traded differ from the order placed. (b) Executing trades in a reverse manner from the order placed by the Portfolio Manager, i.e., executing buying order while selling 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.

3-2 The Portfolio Manager will not be responsible for or assume any obligation to compensate for any damages or loss suffered by the Client due to a trading error committed by the broker(s). However, the Portfolio Manager will take necessary measures to cure the wrong trades and/or seek compensation for the losses arising thereof from the respective broker(s) in accordance with law.

#### **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.

4-2 The Portfolio Manager will undertake all necessary steps to make application for acquiring securities for Initial Public Offer (IPO) or Pre-IPO placement on behalf of the Client, if it deems appropriate.

4-3 The Portfolio Manager will maintain separate accounts of the fund and the securities of each of its Discretionary Account 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 the party:

i) has the necessary authority to enter into this Agreement and carry out the transactions on template by this Agreement, including the obtaining of all requisite consents or approvals of, or exemptions by, any state, government of public bodies and authorities;

ii) the signing and delivery for 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, implied provision of law, 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 implied provision of law, order, Agreement, instrument of 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 time of date, on the date of time of each transaction undertaken in accordance with this Agreement.

#### **Article - 6 Responsibilities of Portfolio Manager**

6-1 The Portfolio Manager shall:

(a) operate the Portfolio of the Client with due care, skill and professional integrity, and in accordance with the best judgment of the Portfolio Manager;

(b) in its best endeavor to provide the Client with portfolio management services, study and analyze prospectus, memorandum and other relevant documents while taking investment decisions. However, the Portfolio Manager shall under no circumstances be responsible for any misstatement,

misrepresentation or error made in such prospectus, memorandum and/or other documents or is under any obligation to verify the information given therein; (c) inquire into any written complaint lodged by the Client and ensure redress of any legitimate complaint of the Client within reasonable time of receipt of such written complaint;

(d) maintain the Client's account separately from its own account and account of other Clients and shall display any income of tax deductions in the respective account statements of the Clients;

(e) keep all securities bought against the account of the Client in safe custody; and

(f) distribute a portion of profit/positive return, as decided by the Portfolio Manager, to the Client at the end of each calendar year.

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; or

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

6-3 (a) The Portfolio Manager shall under no circumstances be responsible or liable for any result whether adverse or otherwise of the investment decisions made in good faith on behalf of the Client.

(b) guarantee any rate of return, but will project the expected rate of return of an investment (depending on the chosen product) to the Client and be responsible for any losses above the capped % caused to the Client due to fluctuations of the capital market at the end of the lock in period.

#### **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 Article 0 and Schedule 1 to this Agreement or as may be agreed in writing by a separate Agreement (IPS) between the Portfolio Manager and the Client.

7-2 The Portfolio Manager shall also be paid all out of pocket and third-party expenses, documentation fees, stamp duty in accordance with the provisions of Schedule-1 to this Agreement.

7-3 In case the Client fails to pay the Portfolio Manager any of the fees, charges or expenses under this Agreement, within 10 (Ten) days after such payment becomes due, the Portfolio Manager may realize the accrued charges/fees and/or interest by exercising its authority over the assets of the Portfolio in the manner stipulated in Article 9, hereunder.

7-4 If portfolio real rate of return is lower than expected rate of return at the end of the calendar year; then a substantial multiple of discount will be given to the year-end management fee and no performance fee.

#### **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 information of the portfolio, securities, cash and NAV on the date of reporting, details of all transactions, all financial gains received, and expenses incurred and/or opinion related to any risk involved thereto.

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

#### **Article - 9 Transmission**

9-1 In the event of death of the Client, the nominee(s) as prescribed by the Client in the Application Form shall be the only person(s) recognized by the Manager as being entitled to the assets of the Portfolio.

9-2 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.

#### **Article - 10 Portfolio Valuation**

10-1 The assets of the Portfolio of the Client shall be evaluated following the provisions of the Valuation Policy adopted by the Portfolio Manager delineated in Schedule 3 of this Agreement.

10-2 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.

10-3 The value of the Portfolio shall be applied for determining management fee and performance fee and also shall be used for reporting purposes.

#### **Article - 11 Notice**

11-1 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. The parties agree that notwithstanding the fact that registered mail is understood to be the legally recognized form of sending notice, for the purpose of this Agreement, a successful reported facsimile transmission shall be deemed to have served appropriate notice to the other.

11-2 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,

√  
Signature of the Client (Principal)

√  
Signature of the Client (Joint)



or (ii) the expiry of three (3) Business Days after posting if transmitted by registered mail or (iv) the Business Day of receipt, if transmitted by courier.

11-3 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 -12 Termination and renewal of Agreement**

12-1. 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 terminate this Agreement with immediate effect without giving prior notice upon occurrence of 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 does not agree with any revised fees, charges, interests, policies etc.

12-2 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 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.

12-3 Settlement of cash and delivery of securities, if any, will be made within seven (7) 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 a reasonable time allowed by the market conditions.

12-4 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 and/or to protect the best interest of the Client.

12-5 This Agreement shall remain in force as per scheme tenure mentioned in Schedule 1; provided that if the Client intends to terminate the Agreement at a time earlier than mentioned tenure he may do so on payment of a fee (Early Exit Fee 2.5% of withdrawal amount) to the Portfolio Manager.

12-6 If the Client does not serve a notice in prescribed manner before 30 (thirty) days of expiry of this Agreement, the Agreement shall be deemed to have been renewed by the parties under the same product as the last tenure.

#### **Article - 13 Dispute and Settlement**

13-1 All differences or disputes 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 to two umpires in accordance with and subject to the provisions of the Arbitration Act 2001.

13-2 The venue of arbitration shall be in Bangladesh.

#### **Article - 14 Force Majeure**

14-1 The Portfolio Manager shall not be held responsible for any losses caused to the Client due to the following events:

- (a) Uncertainties caused by political or social instability.
  - (b) Occurrence of any other factors beyond the control of the Portfolio Manager.
- Both parties shall be entitled to be discharged from their prospective contractual obligation if the relationship ceases to continue upon the occurrence of such events.

#### **Article - 15 Governing law and jurisdiction**

15-1 This Agreement shall be construed, interpreted and governed in accordance with the laws of Bangladesh.

#### **Article - 16 Taxes**

16-1 The Portfolio Manager shall make necessary income tax deduction from the account(s) of the Client in accordance with law.

#### **Article - 17 Power of Attorney**

17-1 The Client shall execute a Power of Attorney in favor of the Portfolio Manager upon payment of the relevant stamp duty fully empowering the Portfolio Manager to take all necessary actions in relation to controlling and operating the portfolio of the client in accordance with this agreement.

17-2 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, buy and sell securities from the secondary market, dematerialize shares, transfer and register such securities with issuing companies or any relevant authorities, issue proxy, attend and vote at the Annual General Meetings, claim and collect dividend, bonus and rights issues 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 - 18 Miscellaneous**

18-1 The Portfolio Manager shall be fully authorized to modify or vary the terms and conditions contained herein for compliance with any change of relevant laws, rules, regulations etc. relating to matters herein, upon any modification or variance of the terms and conditions of this Agreement for compliance with any change of relevant law, rule, regulation etc., the Portfolio Manager shall inform the Client.

18-2 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.

18-3 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.

18-4 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. If any term, condition or provision of this agreement is held to be a violation of any law, the same shall be deemed to be deleted as initio without any infringement of this deed as DPM agreement.

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 the Portfolio Manager [OFFICIAL USE ONLY]**

### **STELLA EQUITIES LTD**

Head Office: House 55/C, Road 15/A,  
Dhanmondi, Dhaka 1209, Bangladesh  
Correspondence: 15 P.K. Roy Lane,  
Hafiz Siddique Mansion, Kotwali,  
Dhaka 1100, Bangladesh

✓ \_\_\_\_\_  
Signed by

Name: .....

Designation: .....

In the Witness of the Introducer Name:

✓ \_\_\_\_\_  
Introducer Signature

#### **For the Client**

✓ \_\_\_\_\_  
Signed by

Name: .....

#### **Joint Applicant**

✓ \_\_\_\_\_  
Signed by

Name: .....



1. **Investment Amount:** BDT.....
2. **Scheme commencement date:** .....
3. **Scheme Tenure (3, 5, or 7years) & Choice of Product (A, B, C or D):** ..... Years; Product.....

Please (✓) tick the appropriate product suitable for you after consulting the portfolio manager:			
<input type="checkbox"/> Product A	<input type="checkbox"/> Product B	<input type="checkbox"/> Product C	<input type="checkbox"/> Product D

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. **Fees, interest and charges** shall be payable to the Portfolio Manager in accordance with Article 7:

Sl.	Particulars	Fees/Charges
01	Documentation Fee	Tk.500
02	Management Fee (to be charged quarterly)	A-1%, B-1.5%, C-2% or D-3.00% p.a. on market value of securities for investment of BTD 10 lakhs to 20 lakhs A-0.80%, B-1.25%, C-1.75% or D-2.80% p.a. on market value of securities for investment of BDT 20 lakhs to 50 lakhs <i>(The securities value of portfolio shall be determined following the Valuation Policy of the Company as delineated in the Schedule 3)</i>
03	Brokerage Fee / Transaction Fee	0.40% on transaction value
04	Late Payment Fee	BDT 50 per month
05	Early Withdrawal fee	2.5% on withdrawal amount during lock-in period 1% on withdrawal amount before tenure ends
06	Payment Date	10 <sup>th</sup> of the month

7. **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) Central Depository Fees (b) Insurance Premium (if applicable) (c) SMS and other extra-ordinary communication costs

✓  
Signature of the Client (Principal)

✓  
Signature of the Client (Joint)



## **SCHEDULE 2**

### **DECLARATION OF DIRECTORSHIP WITH LISTED COMPANIES**

Date:

To: The Portfolio Manager

From: The Client

With reference to Article 0-10 of this Agreement between us dated [ DD /MM / YEAR] directorship in the following listed companies:

Name of Listed Companies	Shareholding (%)
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

## **SCHEDULE 3**

### **VALUATION POLICIES [Article 12]**

With reference to Article 10 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 following provisions of this Schedule 3:

1. In valuing 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.
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 may be, 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 valuation policies applicable to IPO shares. Right shares shall be valued at acquisition cost until the shares are received. After receiving the shares, those will be subjected to valuation for daily price movement.

√  
\_\_\_\_\_  
Signature of the Client (Principal)

√  
\_\_\_\_\_  
Signature of the Client (Joint)



## GENERAL POWER OF ATTORNEY

This POWER OF ATTORNEY is made on the day of ....., I/We, ....., son/daughter of ....., and ....., of ....., (address), aged ..... years, by profession ..... Nationality-Bangladeshi, do hereby state as follows:

**WHEREAS** pursuant to the Discretionary Portfolio Management Agreement dated..... executed between Stella Equities Ltd. and me/ours (the DPM Agreement') on the terms and conditions thereunder;  
**AND WHEREAS** in order to enable the Stella Equities Ltd. for controlling and operating the Investment Account or Discretionary Account of me/us, I/we have agreed to execute a general power of attorney on the terms and conditions stipulated below.

**NOW THEREFORE BY THESE PRESENTS**, I/we, do hereby irrevocably nominate, appoint and constitute: -

### STELLA EQUITIES LIMITED

Head Office: House 55/C, Road 15/A, Dhanmondi, Dhaka 1209, Bangladesh

Correspondence: 15 P.K. Roy Lane, Hafiz Siddique Mansion, Kotwali, Dhaka 1100, Bangladesh

As my/our true and lawful ATTORNEY to exercise any of the following powers for and on my/our behalf from time to time:

1. To work as the Portfolio Manager for professional management and administration of my/our securities through opening a discretionary investment account.
2. To apply for IPO securities, receive certificates against allotment letters, buy and sell securities from the secondary market, dematerialize shares, transfer and register such securities with issuing companies or any relevant authorities, issue proxy, attend and vote at the Annual General Meetings, claim and collect dividend, bonus and rights issues with respect to companies against whose securities shall be held by the Stella Equities Ltd., open and operate trading account or accounts with registered brokers for and on behalf of me/us.
3. To receive all sale proceeds against shares, stocks and/or securities, and to do any act on my/our behalf relating to my/our Investment Account or Discretionary Account. To do and perform all other acts, matters and things that may be necessary or proper for managing my/our Investment Account /Discretionary Account or any part thereof. To collect, receive and take payment of any of our receivables that may become payable to my/us from any person, firm, company or authority in connection with my/our Investment Account or Discretionary Account and upon receipt thereof to give and grant sufficient and effectual receipts or discharges for the same.
4. To represent me/us before the Government of Bangladesh, Bangladesh Securities Exchange Commission, Dhaka Stock Exchange, Chittagong Stock Exchange or any other governmental authorities, the Bangladesh Bank or any other bank, company, corporation or body in connection with the transactions of my/our Investment Account or Discretionary Account and sign and execute whatever instruments that may be necessary for obtaining the approval, if required, of such transactions by any governmental agency or any other organization or institution.
5. To appear, represent and act in all civil or criminal courts or arbitration and before judicial and revenue authorities, either in the original or appellate side as well as in any government department, local authority, autonomous, semi-autonomous authority or other body corporate, and to prosecute or defend or to take part in all or any action, application, suit, appeal, proceeding, and for such purposes to subscribe, sign and verify all complaints, written statements and Memorandum of Appeal and to do all acts, deeds and things which may be necessary in relation thereto and to execute any power by signing on my/our behalf to protect the interests of my/our Investment Account or Discretionary Account along with share, stock and/or securities.

√  
Signature of the Client (Principal)

√  
Signature of the Client (Joint)



6. To appoint and retain lawyers and advocates and to remove such retainers from time to time and again to appoint as occasion shall require for the aforesaid purposes.
7. From time to time to appoint any substitute or substitutes and to delegate to him or them all or any of the powers authorities or discretion vested in the Attorney under or by virtue of these presents (other than this power of sub-delegation) and to remove any such substitute or substitutes at pleasure and appoint another or others in his or their place to do all such other acts, deeds, matters and things as may be necessary, usual, proper or expedient for the purposes hereof.

I/WE DO HEREBY UNDERTAKE AND AGREE TO RATIFY WHATSOEVER THE SAID ATTORNEY SHALL LAWFULLY DO OR CAUSE TO BE DONE UNDER THESE PRESENTS AND TO INDEMNIFY THE ATTORNEY AGAINST ALL COSTS AND EXPENSES INCURRED BY IT.

**IN WITNESS WHEREOF, I/WE HEREUNTO PUT OUR SIGNATURE HERETO ON THE DAY, MONTH AND YEAR MENTIONED ABOVE.**

√ \_\_\_\_\_  
Signature of the Client (Principal)

√ \_\_\_\_\_  
Signature of the Client (Joint)

**In the Witness of:**

**1. Name:** \_\_\_\_\_

√ \_\_\_\_\_

**2. Name:** \_\_\_\_\_

√ \_\_\_\_\_

STELLA EQUITIES LTD