



ज्योति क्यापिटल लि.
JYOTI CAPITAL LTD.
सम्पन्नताको सहयात्री

लगानी व्यवस्थापन सेवा विभाग Portfolio Management Service Dept

व्यक्तिगत खाता खोल्ने फारम (Individual Account Opening Form)

हालसालै खिचिएको
पासपोर्ट साइजको
फोटो

(क) खाताको किसिम (Account Type): ☐ Discretionary ☐ Non-Discretionary ☐ Others ☐

(ख) लगानी सम्बन्धि विवरण (Investment Information)

लगानी रकम (रुपैयाँ मा) (In Figure)				नगद <input type="checkbox"/> चेक <input type="checkbox"/> शेयर <input type="checkbox"/>			
लगानी रकम (अक्षरमा) (In Words)							
लगानीको उद्देश्य Investment Objective	पूँजी बृद्धि <input type="checkbox"/> Capital Growth	नियमित आय <input type="checkbox"/> Regular Income	पूँजी बृद्धि / नियमित आय <input type="checkbox"/> Both				
जोखिम क्षमता Risk Appetite	उच्च <input type="checkbox"/> High	मध्यम <input type="checkbox"/> Medium	निम्न <input type="checkbox"/> Low	अपेक्षित प्रतिफल <input type="checkbox"/> Expected Return	उच्च <input type="checkbox"/> High	मध्यम <input type="checkbox"/> Medium	निम्न <input type="checkbox"/> Low
इच्छाएको लगानी क्षेत्र Desired Allocation	इक्विटी <input type="checkbox"/> Equity	ऋणपत्र <input type="checkbox"/> Debentures	सामुहिक लगानी कोष <input type="checkbox"/> Mutual Funds	मुद्दती निक्षेप <input type="checkbox"/> Fixed Deposit	अन्य <input type="checkbox"/> Others		
Preferred Product							

(ग) व्यक्तिगत विवरण (Individual Information)

Title: ☐ Mr. ☐ Ms. ☐ Mrs. ☐ Minor ☐ Others

हितग्राहीको नाम :					
Name of Applicant (Use Block Letter)					
जन्म मिति : (Date of Birth) :	बि.सं. : <input type="checkbox"/> B.S. :	ई.सं. : <input type="checkbox"/> A.D. :			
लिंग : Gender:	पुरुष : <input type="checkbox"/> Male:	महिला : <input type="checkbox"/> Female:	अन्य <input type="checkbox"/> Others		
राष्ट्रियता Nationality	नेपाली : <input type="checkbox"/> Nepali:	अन्य : <input type="checkbox"/> Other:			
प्यान नं. : PAN No.:					
नागरिकता नम्बर : Citizenship No:		जारी जिल्ला : Issue District:		जारी मिति : Issue Date:	
राहदानी नं. : Passport No.:		जारी मिति : Issue Date:		म्याद सकिने मिति : Expiry Date:	
परिचयपत्रको किसिम र नं. : ID Card Type & No.:		जारी गर्ने निकाय : Issuance Authority:		जारी मिति : Issue Date:	

स्थायी ठेगाना : / Permanent Address:

देश : Country:		प्रदेश : Province:		अञ्चल : Zone:			
जिल्ला : District:		गा.वि.स. / न.पा. / म.न.पा. : VDC / Municipality / Metropolitan		वडा नं. : Ward No.:			
टोल : Tol :		घर नं. : House No:		ब्लक नं. : Block No.		टेलिफोन नं. : Telephone No.:	
मोबाइल नं. : Mobile No.:				फ्याक्स नं. : Fax No.:			
ईमेल : E-mail ID:							

पत्राचार गर्ने ठेगाना : Correspondence Address :					
देश: Country:		प्रदेश : Province:		अञ्चल : Zone:	
जिल्ला : District:		गा.वि.स. / न.पा. / म.न.पा. : VDC / Municipality / Metropolitan		वडा नं. : Ward No.:	
टोल: Tole:		घर नं. : House No:	ब्लक नं. : Block No.	टेलिफोन नं. : Telephone No.:	
मोबाइल नं. : Cell No.:			फ्याक्स नं. : Fax No.:		

एकाघर परिवारका सदस्यहरुको विवरण/Details of Family Members																			
हजुर बुबाको नाम :																			
Grandfather's Name:																			
बुबाको नाम :																			
Father's Name:																			
आमाको नाम :																			
Mother's Name:																			
पति/पत्नीको नाम :																			
Spouse's Name:																			
छोराको नाम : Son's Name:																			
अविवाहित छोरीको नाम : Daughter's Name:																			
ससुराको नाम(विवाहितको हकमा)																			
Father-in-Law (If married)																			

(घ) इच्छाइएको व्यक्ति सम्बन्धी विवरण/संरक्षकको विवरण (नाबालकको हकमा)/Nominee's Details/Guardian's Details (If Minor)

कृपया उल्लेखित बक्स मध्ये कुनै एउटामा चिन्ह लगाउनुहोस् । (Please mark at least on box)

इच्छाइएको व्यक्तिको विवरण (Nominee's Details) ☐ संरक्षकको विवरण (Guardian's Details) ☐

इच्छाएको/संरक्षकको नाम :			
Name of Nominee/Guardian:			
निवेदकसँगको सम्बन्ध : Relationship with applicant:			
नागरिकता नं. : Citizenship No.		जारी जिल्ला Issued District	
पत्राचार ठेगाना : Correspondence Address:			
देश : Country:		अञ्चल : Zone:	
जिल्ला : District:		टेलिफोन नं. : Telephone No:	
फ्याक्स नं. : Fax No.:		मोबाइल नं. : Mobile No.:	
स्थायी लेखा नं. : PAN No.:		ईमेल : E-mail ID:	

(नोट: निवेदकको मृत्यु भएको अवस्थामा माथि उल्लेखित व्यक्तिले तपाईंको नाममा भएको सम्पूर्ण धितोपत्रको हक हस्तान्तरण हुनेछ ।
In the event of my death or incapacity, the following named nominee shall be entitled to the balance of your account

(ड) बसोबास गर्ने ठेगानाको मार्ग चित्र (Location Map)

घर रहेको स्थानको नक्शा Location Map	Site Map of the Account Holder's Residence
	From main Road Street_____the distance of the Residence is _____ meters (approximately).

(च) आय व्यय विवरण (Income & Expenses Details)

आय (Income)	चालु बर्ष (Current Year)	गत बर्ष (Previous Yr.)	व्यय (Expenses)	चालु बर्ष (Current Year)	गत बर्ष (Previous Yr.)
Salary			House Related		
Interest on Savings			Medical		
Rental Income			Education		
Dividends			Loan/s		
Sale of Assets			Personal Expenses		
Pension			Vehicle Related		
Business			Insurance		
Others			Others		

(छ) बैंक खाताको विवरण (Bank Account Details)

बैंक खाताको किसिम Types of Bank Account	बचत खाता <input type="checkbox"/> Saving Account	चल्ली खाता <input type="checkbox"/> Current Account
बैंक खाता नम्बर/Bank Account Number		
बैंक खाता भएको बैंकको नाम र ठेगाना Name & Address of Bank		

(ज) सम्पत्ति र दायित्व (Assets & Liabilities Details)

सम्पत्ति (Assets)	चालु बर्ष (Current Year)	गत बर्ष (Previous Yr.)	दायित्व (Liabilities)	चालु बर्ष (Current Year)	गत बर्ष (Previous Yr.)
Land & Building			Loans		
Vehicle			Banks		
Savings			Financial Institution		
Investment: Shares/Stocks Debenture/Bond Mutual Funds Others			Personal Loan		
Total Assets			Total Liabilities		

(झ) पेशागत विवरण/(Details of Occupation)

पेशा : Occupation:	सेवा : सरकारी <input type="checkbox"/> Service Govt. व्यापारी <input type="checkbox"/> Businessman	सार्वजनिक/निजी क्षेत्र <input type="checkbox"/> Public/Private Sector विद्यार्थी <input type="checkbox"/> Student	एन.जी.ओ./आई.एन.जी.ओ. <input type="checkbox"/> NGO/INGO सेवा निवृत्त <input type="checkbox"/> Retired	गृहिणी <input type="checkbox"/> House Wife	विशेषज्ञ <input type="checkbox"/> Expert अन्य <input type="checkbox"/> Others
संस्थाको नाम : Organization's Name	ठेगाना: Address:		पद : Designation:		
आर्थिक विवरण : Financial Details:	आयको सीमा (वार्षिक विवरण)/Income Limit (Annual Details) <input type="checkbox"/> रु ५,००,००० सम्म Upto Rs 500,000 <input type="checkbox"/> रु २०,००,००१ देखी १०,०००,००० सम्म From Rs 2,00,001 to 5,00,000 <input type="checkbox"/> रु ५,००,००१ देखी २०,००,००० सम्म From Rs 500,001 to 2,00,000 <input type="checkbox"/> रु १०,०००,००० भन्दा माथि Above Rs. 10,000,000				

(ग) रकम भुक्तानी वा फिर्ता विवरण (Payment & Return Details)

ज्योती क्यापिटललाई भुक्तानी गरिएको जम्मा रकम (Total Amount Paid to JCL as an Initial Investment)

जम्मा रकम (अक्षरमा)

जम्मा रकम (रुपैयाँमा)

भुक्तानीको किसिम (Payment Mode)

Cheque☐Cash☐Fund Trf☐Others☐

वैंक खाता नम्बर

वैंकको नाम र ठेगाना

(ट) स्वघोषणा (Declaration)

म/हामी घोषणा गर्दछु/गर्दछौं कि यस आवेदनमा खुलाईएका सबै सुचना र विवरणहरू सत्य छन् र मैले/हामीले कुनै पनि तथ्यलाई लुकाएको/लुकाएका छैन/छैनौ । म/हामीले यस आवेदनमा वा छुट्टै पृष्ठमा दिइएका सुचना र विवरणहरूमा परिवर्तन भएको अवस्थामा वा ज्योति क्यापिटल लिमिटेड वा सेबोन वा अन्य कुनै नियामक निकायहरूले समय समयमा माग गरेमा सोहि बमोजिमको जानकारी उपलब्ध गराउन सहमत छु/छौं । साथै, म/हामी ले यो पोर्टफोलियो लगानी गरेको रकम प्रचलित कानून बमोजिमको कार्यबाट प्राप्त भएको घोषणा गर्दछु/गर्दछौं । यदि कुनै शंकास्पद घटना भएमा वा माथि उल्लेखित लगानी रकम कानून विपरीत आर्जन गरिएको पाइएमा वा सो सम्बन्धि कुनै जानकारी प्राप्त भएमा, ज्योति क्यापिटल लिमिटेडले सेवा र रकम दुवै रोक्का राख्ने र सोको जानकारी सम्बन्धित निकायलाई जानकारी गराउने अधिकार सुरक्षित गर्दछ ।

I/We hereby declare(s) that all the information and particulars disclosed in this application are true to my knowledge and I have not suppressed or hidden facts whatsoever. I/We agree(s) to furnish the information if any given information in this application or any other separated sheet changes or as Jyoti Capital Ltd or SEBON or any other regulatory authorities may require from time to time. Also, I/We declare that the amount invested in this portfolio is obtained from lawful act and from abiding prevailing laws. In case of any doubtful event or receiving any information regarding investment amount is earned against above mentioned laws, Jyoti Capital Ltd reserves right to discontinue or block or hold the service and amount and inform the same to concern authorities.

निवेदकको दस्तखत

(Applicant's Signature)

(ठ) ग्राहक पहिचान सम्बन्धि विवरण (KYC Related Information)

के तपाई राजनीतिक व्यक्ति हो ? (Are you Politically Exposed Person ?)

हो/Yes☐होइन/No☐

यदि हो भने विवरण खुलाउनुहोस्/If yes please mention

यदि तपाई उच्च पदस्थ व्यक्ति वा राजनीतिज्ञ वा उच्च प्रशासनिक पदमा हाल बहाल अथवा बाट सेवा निवृत्त भएको भए सोको विवरण तल उल्लेखित तालिकामा उल्लेख गर्नुहोस् । (Please fill the information in the table below, you are high profile or currently involved or retired from political bureaucracy or other high position.)

क्र.स.(S.N)	संस्थाको नाम (Name of Institution)	पद (Position)	विवरण (Details)

के तपाई कुनै पनि आपराधिक कार्यका आरोपित, दोषी, दण्डित वा संलग्न हुनुहुन्छ/हुनुहुन्थ्यो?

छ/Yes☐छैन/No☐

Have you ever been formally accused, charged or committed of any crime?

के तपाई कुनैपनि सरकारी निकायले आधिकारिक रुपमा प्रतिबन्धित, जरिवाना वा दण्डित गरेको छ/थियो?

छ/Yes☐छैन/No☐

Have you ever been formally sanctioned, fined or penalized by any gov authority?

इदि तपाईको परिवारको सदस्य अथवा नजिकको नातेदार उच्च पदस्थ व्यक्ति वा राजनैतिक वा उच्च प्रशासनिक पदमा हाल कार्यरत वा सेवा निवृत्त भएको भए सोको विवरण उल्लेख गर्नुहोस् । /Please mention details below in the table of your family member or close relatives having high profile or currently involved or retired from politics, bureaucracy or other high-level positions.

क्र.स.(S.N)	संस्थाको नाम (Name of Institution)	पद (Position)	विवरण (Details)

औंठा छाप/Thumb Impression

दायाँ/Right

बाँया/Left

निवेदको दस्तखत/ Applicant Signature

मिति/Date

Portfolio Management Service Department

PORTFOLIO MANAGEMENT SERVICE AGREEMENT

This agreement for the Portfolio Management Service is entered by and between **Jyoti Capital Limited** (hereby referred as Portfolio Manager, which expression shall unless repugnant to the meaning thereof, be deemed and include its successors and authorized person), a body corporate incorporated as per Company Act 2063 having its registered office at Kamalpokhari Kathmandu. The one part.

And

Mr./Mrs./Ms. _____, with citizenship ID _____, permanent and residual address _____ (herein referred as client which expresses ion unless repugnant to the meaning thereof, be deemed and include its successors and authorized person) of other part.

Whereas,

- a. Portfolio Manager is a registered merchant banker, licensed by Securities Board of Nepal (SEBON) to provide Portfolio Management Service as per the Portfolio Management Service Guidelines 2067.
- b. Portfolio Manager has agreed to provide Portfolio Management Service to the client(s) as per the terms and conditions set forth herein.
- c. Both parties hereto agree to enter into this Agreement set out the terms & conditions on which the Portfolio Manager has agreed to render the service and client has agreed to avail of the aforesaid services.

Now both parties agree hereto as follows:

1. Definition

- 1.1 **Agreement** means this agreement, related schedules, annexures and its amendments thereto from time to time.
- 1.2 **"PMS"** means Portfolio Management Service.
- 1.3 **Client(s)** means the individual and body corporate who are willing to take portfolio management service with Jyoti Capital Limited.
- 1.4 **Application** means the Application made by the client(s) to the Portfolio Manager to render the buy/sell advisory services on securities and other investment decisions and provide the back-office functions. Upon execution of this Agreement by Portfolio Manager, the Application shall be an integral part of this Agreement. In case of any conflict in the contents of the Application and the provisions of this Agreement, the provision of this Agreement shall prevail.
- 1.5 **"Party or Parties"** means the client(s), both individual and body corporate.
- 1.6 **Assets** means funds and securities handed over by client(s) to Portfolio Manager from time to time for portfolio management service.
- 1.7 **Funds** means stocks or cash managed by Portfolio Manager on behalf of the client(s) pursuant to this agreement and this term also includes cash dividend, stock dividend and right shares in respect of securities forming a part of portfolio and any further securities place by client(s) with Portfolio Manager for portfolio management.
- 1.8 **Custodian** means any person appointed by Portfolio Manager for carrying our custodian service of securities. Jyoti Capital Limited will be the custodian for rendering of Portfolio Management Service under this agreement.
- 1.9 **Depository Account** means accounts maintained and operated by Portfolio Manager with licensed Depository Participant in the name of client(s) under prevailing laws of Nepal.
- 1.10 **Bank Account** means one or more accounts maintained and operated by Portfolio Manager with any Bank & Financial Institution in the name of client(s).
- 1.11 **Portfolio** means assets managed by the portfolio manager in the securities as per Portfolio Management Guidelines 2010, on behalf of client(s) and other forms of investments of funds entrusted by the clients for the purpose of portfolio management as per this agreement. This terms also includes assets/benefits/entitlements received from investment of funds like cash dividend, stock dividends and right shares in respect of such securities forming part of the portfolio.
- 1.12 **Portfolio Manager** means Jyoti Capital Limited or any persons nominated by JCL pursuant to this agreement with the client(s) advises or directs or undertakes on behalf of the client the management or administration of portfolio of securities or funds.
- 1.13 **"Discretionary Portfolio Management Services"** means Portfolio Management Service as per the terms & conditions described in this agreement where the Portfolio Manager exercises discretion in investment or management of assets of the Client(s).
- 1.14 **"Non-Discretionary Portfolio Management Service"** means Portfolio Management Services on non-discretionary basis rendered to the Client(s) by the Portfolio Manager as per the terms & conditions described in this agreement where the Portfolio Manager will not be free to exercises discretion in investment or management of assets of the Client(s).
- 1.15 **Portfolio Management Fees** means any or all the charges as specified in Clause ().
- 1.16 **"Regulation"** means Portfolio Management Guidelines 2010 issued by Securities Board of Nepal (SEBON) and other applicable laws/rules/regulations/guidelines related with this service, including its amendments from time to time.
- 1.17 **"SEBON"** means Securities Board of Nepal established under Securities Act 2007.

1.18 "Securities Includes"

- i. Securities as defined under the Securities Act, 2007.
- ii. Any other instruments or investments as may be permitted by applicable laws from time to time.

1.19 **Sub Delegate** means a person nominated/authorized/appointed by Jyoti Capital Limited for partially or fully to carry out duties, discretion, obligation or any of power and authority.

2. Appointment of Portfolio Manager

The Client(s) on entirely own risk/s hereby appoints/authorized Jyoti Capital Limited as a Portfolio Manager to render services as per this agreement and applicable laws (as may be application and in force from time to time). The Portfolio Manager shall have the absolute and unfettered discretion and authority (without consent of the client(s)) to manage, invest and reinvest client(s) assets.

3. Service Scope

- 3.1 The Portfolio Manager agrees to render Portfolio Management Services (hereinafter referred as 'the services') under application laws, which shall include investment management and may include the responsibility of buying/selling, managing, reshuffling, safekeeping the securing and monitoring book closures, dividends, right shares other corporate actions and any other consultancy services for an agreed fee structure and definite period.
- 3.2 The Portfolio Manager in fiduciary capacity and as trustee shall manage the Assets of Account of the Client(s) individually, independently and at entire and absolute discretion for discretionary portfolio and act as per the written instruction of the client(s).
- 3.3 The Portfolio Manager or any person appointed by Portfolio Manager shall not be responsible to any client and other person including any person appointed by Client(s) and Client(s) for any kind of loss resulting to such other person, or to the Client(s) due to deficiency of value of assets while managing assets of Client(s).
- 3.4 The Portfolio Manager shall not be responsible or have no obligation or liabilities against any party other than Client(s) with whom the Client may have any kind of relation.
- 3.5 The Client(s) shall be responsible for any fees and charges which might be incurred by Client(s) as a result of Client or Portfolio Manager implementing recommendations and or managing assets. All of these costs are exclusive in Portfolio Management fees agreed herein.
- 3.6 All the transactions in investments shall be subject to applicable rules, regulations and laws. In the event of any conflict between the terms and conditions of this agreement, and any prevailing laws, the prevailing law shall prevail.
- 3.7 The Portfolio Manager shall inform client(s) about its portfolio, cost associated with portfolio management, return etc. on regular basis by managing sperate portal for the same on its official website <https://jyoticapital.com.np>. The client(s) will be able to access and review their said information only after log in using their login information provided by Jyoti Capital Limited.

4. Functions, duties, power and responsibilities of Portfolio manager

Functions, duties and responsibilities of portfolio manager shall be as follows, in addition to mentioned elsewhere in this agreement:

- 4.1 Carrying out the activities regarding investment/ deployment of funds of Client(s) by exercising its absolute discretion for the investments as per the regulations and its amendments from time to time.
- 4.2 Maintaining and operating the Bank, Demat, Broker and other related accounts on behalf of client(s) through Power of Attorney and close the same if requires as per this agreement.
- 4.3 Maintaining books and records of every transaction in respect of Client(s) account and such records may audited as required under the prevailing laws.
- 4.4 The Portfolio Manager may, if required by applicable laws, disclose the information of client(s) to the concern legal authorities if deemed necessary without the consent of client(s).
- 4.5 The Portfolio Manager may at its discretion, nominate, appoint and substitute agents/custodians/auditors and determine their duties & responsibilities while performing PMS service without the consent of client(s).
- 4.6 The Portfolio Manager may constitute committees consisting of experts as it thinks fit to guide in the operations of Portfolio Management, dedicate power to them to do all acts, deeds, matter and things which Portfolio Manager thinks essential to achieve purposes.
- 4.7 The Portfolio Manager shall have full authority to execute on behalf of Client(s), all necessary deed, documents, writings, forms, applications, forms, applications as may be necessary to file with BFIs, DPs, Brokers and other related organizations/companies/institutions relating to maintaining and management of accounts as require for effectively and efficiently exercise authority conferred hereto and for any other unexpected consequences.
- 4.8 The Portfolio Manager on behalf of PMS Client(s) can collect dividends, right shares and any other corporate actions form respective RTA/RTS.
- 4.9 The Portfolio Manager shall at its sole discretion determine the manner in which any voting rights, right to consent to corporate actions, conversion rights, subscription rights, tender rights and other rights pertaining to any portfolio of Securities held in the account may be exercised.
- 4.10 The Portfolio Manager other than mentioned herein shall not involve in direct or indirect benefits out of the client(s) funds or securities.
- 4.11 The Portfolio Manager may be act upon the instructions given by the client(s), in case after the receipt of instruction but before implementation thereof, the portfolio manager believes that the implementation or compliance may not be practicable or might be in contravention of any Law Rules and Regulations.

5. Investment Guidelines

5.1 For Discretionary Portfolio

- i. The Portfolio Manager shall not indulge in any kind of speculative nature and in area of investment prohibited by Securities Board of Nepal (SEBON) and Nepal Rastra Bank (NRB) or any related regulatory bodies.
- ii. The Portfolio Manager, pursuant to applicable SEBON guidelines shall invest in any or all of the following securities or in a combination of securities deemed appropriate by the Portfolio Manager.

- Listed securities in NEPSE
 - Public issues, money market instruments and mutual funds
 - Fixed deposits with BFIs and/or any other instruments/areas as permitted by regulatory bodies
- iii. The power exercised by the Portfolio Manager as per the agreement shall be final and irrevocable on client. Any kind of activities related to investment exercised by Portfolio Manager on behalf of client(s) shall be considered as approved/ratified.
 - iv. The Portfolio Manager, if thinks fit and proper, may exercise full discretion on the proportion of exposure on each security and apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal in the securities and generally manage, convert, transpose and vary the investment of client's account.
 - v. The Portfolio Manager, either in the name of own or in client(s) may arrange to receive any kind of benefits, accruals, allotments, call refunds, return, privilege, entitlements, substitutions and/or replacements or any other beneficial interest on behalf of client(s) but in either case it shall be transferred in client(s) accounts on the applicable dates upon realization. The Portfolio Manager shall take necessary steps for conversion of such entitles.

5.2 For Non-Discretionary Portfolio

- i. In management of non-discretionary portfolio, The Portfolio Manager will act only upon written instruction of the client(s) regarding the proportion of exposure on each security and apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell and manage the client's account in the manner the client(s) think fit and proper.
- ii. The Portfolio Manager, in the name of client(s) arranges to receive any kind of benefits, accruals, allotments, call refunds, return, privilege, entitlements, substitutions and/or replacements or any other beneficial interest on behalf of client(s) but in either case it shall be transferred in client(s) accounts on the applicable dates upon realization. The Portfolio Manager shall take necessary steps for conversion of such entitles.

6. Investment Tenure & Value

The client(s) shall maintain minimum investment amount as per the product paper issued by Portfolio Manager from time to time and such minimum amount shall not be less than the minimum amount specified under the Portfolio Management Guidelines, 2010 and its amendment from time to time. The tenure/duration of investment of the client(s) shall be as specified in the product document. The Portfolio Manager has discretion to define higher amount than SEBON

7. Indemnity

The client(s) indemnifies and keep indemnified the Portfolio Manager and/or its directors, personnels, custodians' representatives or any person nominated or authorized by Portfolio Management of, from and against all and any costs, charges, impediments, claims and liabilities (including without limitation any stamp duty, rates, taxes) incurred or to be incurred by the:

- 7.1 While providing Portfolio Management Services and any other rights, duties, obligations and functions.
- 7.2 Acting or not acting on the basis of information and instruction from client(s).
- 7.3 Payment of any kind of taxes, interest and other obligations.
- 7.4 Any claim/s by any third parties, and or for any loss, liability, costs or expenses which the Portfolio manager may incur in respect of any act or omission of the Portfolio Manager in respect to the provision of the services or as result of any act or omission on behalf of the client and or its Authorized Representative or Attorneys.

The Portfolio Manager shall remain indemnified and harmless and bear no liability for any loss caused by misrepresentation of facts or by error of judgement or any act done or omitted to be done by the Portfolio Manager whenever and however caused.

8. Use of Agents

To the extent allowed by applicable laws, the Portfolio Manager if thinks needed/appropriate may delegate of its functions under the Agreement to an Agent and may disclose information of clients.

9. Maintenance of Client's Account

- i. The Portfolio Manager may open one or multiple banks, demat, Meroshare, CRN and broker account with licensed institutions to deposit and withdraw of funds and securities and for securities transactions.
- ii. The client shall execute and deliver a Power of Attorney to the Portfolio Manager, in a format specified by the Portfolio Manager authorizing the Portfolio Manager or its sub delegates, to do all acts on behalf of the Client necessary for rendering the services. The Portfolio Manager may rely and act on any instruction or communication which purport to have been given (and which is reasonably accepted as having been given) by or on behalf of any person notified by the client from time to time as being authorized to instruct the Portfolio Manager in respect of the Account through telephone, email, or in writing, whether or not the authority of any such person has been terminated unless the Portfolio Manager has received a written notice of the termination.

10. Period, Termination and Renewal of Agreement

- i. This agreement shall commence from the date on which both parties agreed and affix their signature and seal, if applicable and shall remain valid unless terminated by the parties in accordance with the terms herein.
- ii. The Portfolio Manager may terminate this agreement at any time by written notice to the client(s). But Portfolio Manager shall not require to provide such notice if the termination is for prevention of money laundering or any other illegal activities.
- iii. This agreement shall be terminated if client(s) request for the termination of services providing written request to Portfolio Manager. Upon termination of this agreement, the Portfolio Manager shall terminate and pay and/or deliver the fund or assets to the client(s).
- iv. In the event of death, incapacities, insolvency, dissolution or winding up of the client during this agreement and on the receipt of the application from the client(s) or successors, in writing of such events, the Portfolio Manager within the 60 days from

the date of receipt of such receipt shall terminate this agreement and cease operations of the clients(s) account. If no person has been nominated by the client under this agreement, Portfolio Manager shall deliver the assets will be guided by the existing applicable law of the country.

11. Assignment

Without the prior written consent of the Portfolio Manager, the client(s) shall not assign or transfer any of his/her/its assets and/or obligations.

12. Confidentiality

The terms and conditions of this agreement and all information and recommendations furnished by the parties shall be treated as confidential by the parties and shall not be disclosed to the third parties except required by applicable laws.

13. Risk and Loses

The client hereby agrees to undertake risk below:

- i. Securities investments are subject to the market risk and there is no guarantee that investment objective will be achieved. The client is aware of that the investment of the funds shall be client risk. Portfolio Manager will not be responsible for any loss, damage or diminishing value of the assets.
- ii. The name of the product or portfolio do not indicate their prospectus or returns. Various factor, fluctuations in equity and bond market, fluctuations in interest rates, prevailing political and economic environment, changes in government policy etc. may impact the value of portfolio and its appreciation.
- iii. Portfolio Manager do not guarantee or assure return neither in principal nor its appreciation unless otherwise mentioned in Product Paper of Portfolio Manager.
- iv. Portfolio Manager for any loss or damage of assets of client(s) incurred from external risk such as war and natural calamities will not compensate.

14. Joint Account

- i. The client(s) can open, operate and invest jointly in PMS of JCL. For the case, client is more than a single person, the client's obligations under this agreement shall be joint or person jointly authorized by the account holders. However, in dealing with the client under this agreement, payment of assets of the account on termination or expiry of the agreement would be undertaken by the Portfolio manager with first holder of the account or person jointly authorized by the account holders.
- ii. Portfolio Manager, in case of joint account, shall operate all individual's depository, broker and bank account.
- iii. While carrying out the securities transactions in secondary market, Portfolio Manager will use first holder of the account or jointly authorized account by account holders.
- iv. All the individual requires to submit written consent/agreement to the Portfolio Manager before signing the agreement mentioning the clear terms of the joint investment including investment portion, profit/loss sharing mechanism, case of demise of any individual of joint account and mature/premature of the PMS agreement, withdrawal of investment, profit or additional investment.
- v. In case of demise of any one of the joint accounts, the portfolio manager shall proceed as per the consensus provision made in the joint agreement or as per the prevailing law of the land.

15. Representations and Warranties of Client

- i. The client(s) represents and warrants that the client is duly authorized, eligible and competent to enter into this Agreement and appoint Portfolio Manager to manage the assets of the Account. The client shall all the times comply with all relevant laws, rules and regulations as may apply to the client's portfolio, or dealing therein.
- ii. The client hereby warrants and represents to the Portfolio Manager that the Portfolio is free from all liens, charges or any kind of impediments. The client further warrants that cash securities handed over to the Portfolio Manager upon execution hereof, absolutely belongs to him/her/it and there is encumbrance of the same, of whatsoever nature and he/she it shall not create any encumbrance on the assets whether by way of pledge, lien, mortgage hypothecation or any other charge, during the tenure of the Agreement and shall also at all times company with al relevant laws, rules and regulations as may apply to /his/her/its dealings therein.
- iii. The client(s) warrants that all the information which he/she/it has provided to the Portfolio Manager in relation to his/her/its status, including in particular his/her/its residence and domicile for taxation purpose is complete and correct and agrees to provide any further information, if required by any competent authority or the Portfolio Manager. The client(s) hereby agrees and undertakes to notify the Portfolio manager forthwith if there is any change in any such information provided.
- iv. The client understands and acknowledges that client is free and has sole authority to accept, reject, implement any recommendations of Portfolio Manager. The client shall not question on any act, deed, omission or commission of the Portfolio Manager except on ground of malafide, negligence, conflict of interest and/or fraud.
- v. The Portfolio Manager does not provide any guarantees for the appreciation in value of the securities in which the Portfolio Manager invests the Client(s) funds.
- vi. The client(s) hereby agrees that the client shall not assigns or transfer any of the client's asset, right and/or obligations hereunder without the prior written consent of the Portfolio Manager.

16. Governing Laws, Jurisdiction and Dispute Settlement

This Agreement shall be governed by the applicable laws of Nepal. The portfolio Manager shall construct the portfolio as per the prevailing application laws and guidelines of SEBON and other authorized concerns subject to modification to the extent required by any applicable laws. This agreement and the rights and liabilities of the parties shall always be subject to the prevailing act, rules, regulations and guidelines of SEBON and other concerned authorities. All the disputes, differences and claims whatsoever under this agreement will be settled on mutual understanding between parties however failing the same shall be referred to and settled in accordance with the Nepalese Arbitration Act, 1999.

17. Grievance Redressal

Where the client(s) has by grievances, he/she/it can notify Portfolio Manager in writing giving sufficient details to enable the Portfolio Manager to take necessary steps. The Portfolio Manager on receipt of such shall take prompt action to redress the same.

18. Miscellaneous

- 18.1 This agreement sets forth the entire and exclusive understanding of the parties and supersedes and cancels any and all-prior agreements/engagement between the parties, whether written or oral, relating to Portfolio Management. Unless otherwise mention in this agreement, this agreement may not be modified, amended rescinded or waived until or unless written instrument is signed by the both parties.
- 18.2 All the notice to the client(s) form the Portfolio Manager shall be sent to the client(s) last updated email address, as in existence in the records of the Portfolio Manager.
- 18.3 In order to be effective, the client’s notification to the Portfolio Manager regarding change name, address and any other details must be provided at least 30 days before.
- 18.4 The parties hereby agree that all terms, requirements or restrictions and other provisions of the agreement are fair and reasonable and shall be enforceable in the court of law.

In witness thereof the parties hereto have set their hands on this Agreement at the place on the day, month and year first herein written

SIGNED AND DELIVERED by the within named

For & on behalf of the Portfolio Manager

For & on behalf of Client(s)

Authorized Signatory

Witness
Name:

Witness
Name:

Signature

Signature



ज्योति क्यापिटल लि.
JYOTI CAPITAL LTD.

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I
(Citizenship No..... issued by..... a copy of which is attached) residing/having its
registered office at Nepal (hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning
thereof, be deemed to include my/our respective heirs, executors, administrators, successors, legal representatives):

Whereas:

- a. The Client has entered into a Portfolio Management (PMS) Agreement dated ("PMS Agreement") with "Jyoti Capital Limited", a company incorporated under the Companies Act, 2063 and having its registered office at Kamalpokhari-28, Kathmandu, Nepal (hereinafter referred to as "Jyoti Capital" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns); being Licensed from SEBON to provide services of Portfolio Manager, inter alia;
- b. Under the PMS Agreement, Jyoti Capital has agreed to provide discretionary portfolio management services in respect of money and securities of the Client (hereinafter collectively referred to as "Assets") on the terms and conditions and for the consideration set out therein;
- c. Pursuant to the terms of the PMS Agreement, the Client desires to execute and deliver to Jyoti Capital a power of attorney authorizing Jyoti Capital and/or its Sub-Delegatee/Agent appointed by Jyoti Capital on its behalf to do various acts on behalf of the Client.

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

1. To open, operate and close bank accounts in my/our name, whether solely or jointly with another or others with any Banks/ Financial Institutions (the "Bank"), in such manner as the Portfolio Manager may deem fit and to do all or any of the following:
 - a. To draw, endorse and sign cheque/demand drafts, depositing monies and issue necessary instructions including electronic instructions or otherwise to operate my/our Bank account for any and all moneys in the hands of the Bank belonging to me solely or jointly with another or others and to operate my/our Bank account standing in my/our sole name or in the joint names of myself/ourselves and another or others in the Bank;
 - b. To open in the Bank a fixed deposit account in my/our name solely or jointly with another or others, and to draw, sign cheques upon and/or issue necessary instructions including electronic instructions or otherwise to operate the fixed deposit account as my/our Attorney may deem fit or proper.
2. To open, operate and close a Depository Participant Account in my/our name with a Depository Participant in such manner as the Portfolio Manager may deem fit on my/our behalf and to do the following:
 - a. To transfer Securities to/from my/our Depository Participant Account;
 - b. To effect dematerialization / Rematerialization of Securities;
 - c. To avail online services (Meroshare, IPS Connect, Internet Banking, etc.) that are required to facilitate PMS;
 - d. To make transfers and disposition of Securities to/from my/our Depository Participant Account on my/our behalf to/from any third party, including, but not limited to, individuals or legal entities.
3. To facilitate settlement of transactions in Securities done by the Portfolio Manager on my/our behalf and to take all or any of the following actions:
 - a. To collect and deposit monies directly in my/our Bank Account in my/our name, whether solely or jointly with another or others with the Bank and to make such debits in the said account as may be necessary;
 - b. To appoint and engage brokers/agents/intermediaries/custodian for the purpose of the powers conferred herein and to give instructions and orders to the brokers/ agents/ intermediaries/ custodian including instructions and orders of purchase, sale, transfer, switch, redeem, consolidate units and to pay remuneration, brokerage, commission and other sums to the brokers/agents/intermediaries/ custodian;
 - c. To acquire or purchase or to make application/bids for investments in Securities and Financial Instruments including but not limited to initial public offerings, rights issues, money market instruments on my/our behalf and to issue instructions to my/our Bank Account to enable payment for the Securities so applied/bid for on allocation/allotment/call if any from my/our Bank account on my/our behalf;

- e. To make application for sale of Securities held in my/our name, whether solely or jointly with another or others, in an offer for sale and/or buyback of Securities on my/our behalf and to receive payments for the same upon acceptance in my/our Bank account on my/our behalf;
- f. To make applications for conversion of a type of Security held in my/our name, whether solely or jointly with another or others, into another type of security and to receive/make payments, if any, upon such conversion in/from my/our Bank account on my/our behalf;
- g. To subscribe to/purchase units of Mutual Funds and to issue instructions to my/our bank account maintained by me/us in my/our name for the payments of the units so subscribed/purchased;
- h. To receive the account statement pertaining to the above said units and to acknowledge receipt of the same;
- i. To redeem/sell the Mutual Fund Units held by me/us, whether solely or jointly with another or others and to receive the payment of the redemption/sale price directly into my/our Bank Account and acknowledge receipt of the same;
- j. To sign all such writings and do all such acts as may be required for redeeming/selling any units;
- k. To dematerialize physical securities and rematerialize securities;
- l. To hold, or appoint any custodian or other person to hold, any securities in such manner as the Portfolio Manager may consider appropriate;
- m. To sign all such writings and do all such acts as may be required for switching any units between schemes/plans of Mutual Funds;
- n. To collect and receive directly into my/our Bank Account and give good and effectual receipts and discharges for any sum including dividend, interest or income arising from the Mutual Fund Units and to sign and endorse dividend and interest warrants;
- o. To correspond with and give notice to the corresponding asset management company/trustees / transfer agents of the mutual funds;
- p. To instruct the corresponding asset management company of the mutual funds to make note of instructions with regard to nomination/change in investment plans/any other changes that may be necessitated;
- q. To execute all papers, deeds, writings, matters and things, to enter into and execute contracts of sales/purchases of securities, to transfer, accept, collect, preserve, store, assign, endorse or otherwise deliver and acknowledge, whether absolutely or partly, any money or securities (including the full or any part of the beneficial or legal or other interest held by the Client in any securities) whatsoever;
- r. Generally, to attend to and act in all transactions, matters and deeds in connection with the sale/ purchase instructions, transfer, delivery and other dealings in connection with the Securities, monies and other assets, including to demand and receive all debts, sums of money, interest, dividend and dues of whatsoever nature or kind relating to the above securities;
- s. To demand and receive, all interest and dividend due or to accrue on all or any Securities;
- t. To collect, receive and hold all the cash, assets and Securities and credit the same to any account with a custodian, and/or in a bank and/or demat account and/or otherwise;
- u. To appear before the relevant authorities, submit information and complete, sign and submit any applications or documents for any approvals that may be necessary or desirable to perform any of the acts listed in PMS Agreement;
- v. To release or deliver or cause to be released or delivered Securities as follows:
 - i. Deal with or deliver to the issuer of Securities or the agent for the purpose appointed by the issuer when securities are called, redeemed, cancelled, retired or otherwise matured or became payable;
 - ii. Deliver for exchange for a different number of relative Securities or different certificates representing the same aggregate face value for exchange or conversion pursuant to any plans or scheme of merger, consolidation, recapitalization, reorganization or readjustment of the issuer of such Securities or pursuant to provisions for conversion contained in the terms of the issue or as may otherwise be required by the issuer under law/any Court of law.
 - iii. In the case of warrants, rights or similar securities, to surrender the same in connection with the exercise of such warrants, rights or similar Securities;
 - iv. In case of any other dealings to take such steps as may be required.
 - v. To do, perform and execute all such other acts, deeds, instruments, matters and things on my/our behalf as the Portfolio Manager may think fit in accordance with the PMS Agreement as fully and effectually and to all intents and purposes as the Client could do if the Client were personally present.

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

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

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

And the Client shall not be entitled to hold Jyoti Capital responsible or liable in any manner whatsoever or claim any damages, losses or other amounts on account of the exercise of such discretion by Jyoti Capital or any decision taken by Jyoti Capital with regard to Portfolio Management. This Power of Attorney will be in full force and effect till revoked by the Client with the consent of Jyoti Capital. In addition, this Power of Attorney shall continue to subsist even after the demise/dissolution of the Client for a period of 45 days from the date of receipt of such notification in writing by Jyoti Capital from the legal representative of the Client. Further this document will also be valid for 45 days from the date of receipt of notification of termination of PMS Agreement in writing by Jyoti Capital from the Client and Jyoti Capital shall be entitled for that period to continue to act under the terms of this Power of Attorney.

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

IN WITNESS WHEREOF, we have caused this Power of Attorney to be executed on this SIGNED AND DELIVERED by within named Client(s):

Name (s).....

Authorized Signatory (ies)

In Witness of:

1)

2)

Date:

The Portfolio Manager
Jyoti Capital Ltd.
Kamal Pokhari, Kathmandu

Subject: Authorization Letter

Dear Sir/Madam,

I....., the Portfolio Service Client of your esteemed organization hereby authorize Jyoti Capital Limited (JCL) to apply on Initial Public Offerings (IPO) of Shares, Debentures and Mutual Fund schemes where you feel appropriate to apply. I further declares that I will not apply on IPO during the currency of Portfolio Management Service (PMS) agreement executed with you.

Thanking you.

Regards,

.....

Name of Client:

Date:

To,
The Manager,
Portfolio Management Department,
Jyoti Capital Limited,
Kamalpokhari, Kathmandu

Subject: Authority Provided to Buy and Sell shares of Associated / Related Companies of JCL.

Dear Sir/Madam,

With reference to the above subject, I hereby provide my authority to Jyoti Capital Ltd. to buy and sell shares of companies associated with Jyoti Capital Ltd.

Regards,

.....

Declaration Letter

Date:

To

The Manager,
Portfolio Management Department,
Jyoti Capital Limited,
Kamalpokhari, Kathmandu

Subject: Declaration

Dear Sir/ Madam,

I,, hereby declare that to the best of my knowledge:

I confirm that:

1. I [**do/do not**] hold a Directorship, Key Position and management-level position or above in any organization.
2. My family members [**are/are not**] involved in Directorship, Key Position and management-level position or above in any organization.
3. If there are family members involved in such positions, their details are provided below:

Family Members Details (if applicable):

Name:

Relation:

Position:

Organization:

This declaration is made in good faith to ensure transparency and compliance with any organizational or regulatory requirements.

I understand that any misrepresentation or non-disclosure of information may result in necessary actions as per the policies of relevant authorities. Should there be any changes in the above information, will be notified Jyoti Capital Limited accordingly.

Thank you for your attention to this matter.

Regards,

Required Document for Portfolio Management Customer

Required Document for Individual Customer	
PAN Card	
Passport Certificate (mandatory for NRN)	
Photograph 6 Copies of Client	
Citizenship Certificate of Client	
Map of Residential Address	
Citizenship Certification of Nominee	
Photograph of Nominee 2 copies	
Source of Funds	
Authorization Letter for IPO Apply	
Consent Provided to Buy and Sell shares of Related Companies	
Declaration Letter	
For Minor	
Birth Certificate	
Photograph 6 Copies of Client	
Citizenship Certification of Guardian	
Photograph of Guardian 6 copies	
PAN Card of Guardian	
Source of Funds	
Required Document for Institutional Client	
Memorandum of Association (MOA)	
Article of Association (AOA)	
Minutes	
VAT/PAN Card	
Company registration letter	
Photo & Citizenship copy of Signature Holder	
Latest Audited Financial Report	
Tax Clearance Letter	