



**POWER OF ATTORNEY**

**TO ALL TO WHOM THESE PRESENTS SHALL COME, I** ..... (Citizenship Certificate/ Registration 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 “Himalayan Capital Limited”, a company incorporated under the Companies Act, 2063 and having its registered office at Thamel-27, Kathmandu, Nepal (hereinafter referred to as “Himalayan 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, Himalayan Capital has agreed to provide discretionary portfolio management services in respect of money and money market instruments 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 Himalayan Capital a power of attorney authorizing Himalayan Capital and/or its Sub-Delegatee/Agent appointed by Himalayan Capital on its behalf to do various acts on behalf of the Client.

**NOW KNOW ALL MEN THAT** I/We, the Client hereunder do hereby nominate, constitute and appoint Himalayan Capital and/or its Sub-Delegatee/Agent as may be appointed on its behalf by Himalayan 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.

- 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.
- c. To facilitate investment and settlement of transactions in money market instruments done by the Portfolio Manager on my/ our behalf and to take all the necessary action for execution and settlement of such transactions. And, 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 Himalayan Capital.

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 Himalayan 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 Himalayan Capital or any decision taken by Himalayan 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 Himalayan 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 Himalayan 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 Himalayan Capital from the Client and Himalayan 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 Himalayan Capital 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)