

# POWER OF ATTORNEY

**TO ALL TO WHOM THESE PRESENTS SHALL COME, I** ..... (Citizenship Certificate 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-26, 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 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 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.

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 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 Himalayan Capital (or any person nominated on its behalf by Himalayan 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 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 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)