

North Star Investments (BD) Limited

Account Opening Form

Discretionary Portfolio Account

Non-Discretionary Portfolio Account

| | |
|--------------------------|--|
| Portfolio Account Number | |
| Name of the Client(s) | |
| Contact Number | |

Account Type : Individual Joint Corporate



Address: "Kazi Heritage" (3rd Floor), House # 49, Block # H
Banani-11, Dhaka-1213, Phone # (+8802)-55042447
Web # www.northstar-bd.com

Account Name _____

PRINCIPAL APPLICANT

Tenure: 3 Years 5 Years 10 Years Opening Amount BDT.....

Account Holder's Title: Mr./Mrs./Ms. Other First Name

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Middle Name

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Last Name

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Father's Name

Mother's Name

Spouse's Name (if applicable)

National ID No..... Nationality

TIN Passport No

Expiry Date..... Date of Birth

Place of Birth Driving License No:

UP/City Corp. Chairman's Certificate No:.....

Mailing Address (Please provide full details to ensure correct delivery of your statement and advices)

.....
.....

Nearest Landmark Country

Permanent Address

.....
.....

Nearest Landmark Country

DETAILS OF PROFESSION If Self Employed

Name of Organization Nature of Business

Address

Trade License No License Date (dd/mm/yyyy).....

If Service Holder:

Name of Organization Nature of Business

Address

Designation Department

Contact Number

Cellular 1 Cellular 2.....

Residence.....Office

Fax..... Email

JOINT APPLICANT

Joint Applicant Name:.....

Account Holder's Title: Mr. Mrs./ Ms./Other

First Name

| | | | | | | | | | | | | | | | | | | | |
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Middle Name

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Last Name

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Father's Name

Mother's Name

Spouse's Name (if applicable)

National ID No..... Nationality

TIN..... Passport No

Expiry Date..... Date of Birth

Place of Birth Driving License No:

UP/City Corp. Chairman's Certificate No:.....

Mailing Address (Please provide full details to ensure correct delivery of your statement and advices)

.....

Nearest Landmark Country

Permanent Address

.....

.....

Nearest Landmark Country

DETAILS OF PROFESSION If Self Employed

Name of Organization Nature of Business

Address

Trade License No License Date (dd/mm/yyyy).....

If Service Holder:

Name of Organization Nature of Business

Address

Designation.....Department

Contact Number

Cellular1 Cellular 2.....

Residence.....Office

Fax.....Email

CORPORATE PARTICULARS

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

.....

Country of Incorporation..... Date of Incorporation.....

Trade License No License Date.....

Issuing Authority.....

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

Registration Authority& Country (For both Local/Foreign Registration)

VAT Registration Number (if any) VAT Registration Date

TIN Number if Listed in Stock Exchange, Name of Exchange

.....

BUSINESS ACTIVITIES

Manufacturing Financial Export/Import Services Trading

Retailing Consultant Wholesaler Commission Agents

Others (Please specify)

Registered Address (Please provide full details to ensure correct delivery of your statement and advices)

.....

.....

NearestLandmark..... Country

Industry Address

.....

.....

Nearest Landmark..... Country

Contact Person Name (1)

Designation..... Department

Cellular..... Office

Fax Email

Contact Person Name (2)

Designation..... Department

Cellular..... Office

Fax Email

BANK INFORMATION

Bank Name..... Branch.....

Account Type Saving Account Current Account Other

Account No

Mode of Operation: Singly Jointly

NOMINATION FACILITY (PLEASE ATTACH PHOTOGRAPHY OF THE NOMINEE)

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

1. Nominee(s) Details Nominee1

Name in Full

Insert full name Title Mr./Ms./Dr.

Grid for name entry

Relationship with account holder Percentage (%)

Address:

..... Mobile.....

Home Date of Birth

National ID Passport no

Guardian's Detail (If nominee is minor)

Name in Full

Insert full name Title Mr./Ms./Dr.

Grid for name entry

Relationship with account holder Date of Birth

Address:

..... Mobile.....

Home Date of Birth

National ID Passport no

Nominee 2

Name in Full

Insert full name Title Mr./Ms./Dr.

Grid for name entry

**Signature Card
(Individual/Joint)**

Principal Applicant

Full Name:

(in BLOCK LETTER)

Photograph

Joint Applicant

Full Name:

(in BLOCK LETTER)

Photograph

Authorized Person

Full Name:

(in BLOCK LETTER)

Photograph

- All Financial Transactions Buy/Sell

Nominee and Guardian

| | | | |
|-----------|------------|-----------|-----------|
| | | | |
| Nominee-1 | Guardian-1 | Nominee-2 | Guardian2 |

| | Name | Signature |
|-----------|------|-----------|
| Nominee 1 | | |
| Guardian1 | | |
| Nominee 1 | | |
| Guardian1 | | |

Signature Card (Corporate)

Signatory 1

Full Name:

(in BLOCK LETTER)

Photograph

Signatory 2

Full Name:

(in BLOCK LETTER)

Photograph

Signatory 3

Full Name:

(in BLOCK LETTER)

Photograph

Signatory 4

Full Name:

(in BLOCK LETTER)

Photograph

SCHEDULE 1

The Portfolio Manager may change from time to time any of the provisions of this Schedule1:

1. **Initial Fund:** a minimum of Tk 1,000,000.00 (Taka Ten Lac Only).
2. **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.
3. **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.
4. **Debt Liability:** Extended Margin Loan+ Accrued Interest + Accrued Charges, i. e., Debt Liability is the sum of extended margin loan and accrued interest thereon and Accrued Charges.
5. **Margin Deposit:** Debt Liability–Equity, i.e., the Call amount of Margin Deposit shall be the difference between the Debt Liability and the Equity of the Client.
6. **Fees, interest and charges shall be payable to the Portfolio Manager in accordance with Article 7:**

| Sl. | Particulars | Fees/Charges |
|-----|--|---|
| 01 | Documentation Charge | Tk.500.00 |
| 02 | Management Fee (to be charged quarterly) | % p.a. on NAV of portfolio determined following the valuation policy of the company <i>(The securities value of portfolio shall be</i> |
| 03 | Interest on margin loan (to be charged) | 16.5% p.a. |
| 04 | Settlement Fees | 0.35% |

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. SMS and other extra-ordinary communication Costs
8. **Addresses for serving of notices:**

In the case of notices to the Portfolio Manager at:

Telephone :+ (8802) 222298439

Address : North Star Investments (BD) Limited
Kazi Heritage (3rd floor), House # 49,
Road #11, Block-H,, Banani, Dhaka- 1213

SCHEDULE 1 (Cont ...)

In the case of notices to the Client at:

Facsimile :
For the attention of :
Address : _____

Signature of the Client (First)

Signature of the Client (Joint)

COMMENT: Please provide an account opening form within Schedule 1 as part of Schedule 1 for the Discretionary Account

SCHEDULE 2

DECLARATION OF DIRECTORSHIP WITH LISTED COMPANIES

Date :
To : The Portfolio Manager
From : The Client

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

| Name of Listed Companies | Shareholding (%) |
|---------------------------------|-------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Signature of the Client (First)

Signature of the Client/ (Joint)

SCHEDULE 3

VALUATION POLICIES [Article 12]

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

1. In valuing of the assets of the Client's portfolio, the closing price of securities quoted on the last trading Day at Dhaka Stock Exchange (DSE) will be used.
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 in to account.
3. When the securities are delisted or suspended for trading, those maybe 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 in to 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 value 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.

Right shares shall be valued following the valuation policies applicable to IPO shares. Rights hares shall be valued 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 (First)

Signature of the Client/ (Joint)

BO Account Opening Form

(Bye Law 7.3.3 (b))

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

Application No

Date (DDMMYYYY).....

Please Tick whichever is applicable

BO Category: Regular [] Omnibus [] Clearing [] BO Type: Individual [] Company [] Joint Holder []

Name of CDBL Participant (Up to 99 Characters)
CDBL Participant ID BO ID Date Account Opened (DDMMYYYY)

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

1. First Applicant

Name in Full of Account Holder (Up to 99 Characters)
Short Name of Account Holder (Insert full name starting with Title i.e. Mr. / Mrs. / Ms / Dr, abbreviate only if over 30 characters)
(In case of a Company/Firm/Statutory Body) Name of Contact Person
In Case of Individual Male [] Female [] Occupation (30Characters)
Father's / Husband's Name
Mother's Name

2. Contact Details:

Address
City Post Code State / Division Country Telephone
Mobile Phone Fax E-mail

3. Passport Details

Passport No Issue Place Issue Date Expiry Date

4. Bank Details

Routing Number Bank Account Number
Bank Name Branch Name District Name
Bank Identifier Code (BIC) SWIFT Code International Bank A/C No.(IBAN)
Electronic Dividend Credit: Yes [] No [] Tax Exemption if any: Yes [] No [] TIN / Tax ID

5. Others Information

Residency: Resident [] Non Resident [] Nationality Date Of Birth (DDMMYYYY)
Statement Cycle Code Daily [] Weekly [] Fortnightly [] Monthly [] Other (Please Specify)
Internal Ref. No (To be filled in by CDBL Participant)
National ID Card Number:
In Case of Company: Registration No Date of Registration (DDMMYYYY)

6. Joint Applicant (Second Account Holder)

Name in Full (Up to 99 Characters)
Short Name of Account Holder (Insert full name starting with Title i.e. Mr. / Mrs. / Ms / Dr, abbreviate only if over 30 characters)
Title i.e. Mr. /Mrs. /Ms. /Dr.

7. Account Link Request

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

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

8. Nominees/ Heirs

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

9. Power of Attorney (POA)

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

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

| | |
|--|--|
| Exchange Name DSE <input type="checkbox"/> Trading ID..... | CSE <input type="checkbox"/> Trading ID..... |
|--|--|

11. Photograph

| | | |
|---|---|--|
| Please paste recent passport size Photograph of 1 st Applicant or Authorized Signatory in case of Limited Co. Only | Please paste recent passport size Photograph of 2 nd Applicant or Authorized Signatory in case of Limited Co. Only | Please paste recent passport size Photograph of Authorized Signatory in case of Limited Co. Only |
|---|---|--|

1st Applicant or Authorized Signatory in case of Ltd Co.

2nd Applicant or Authorized Signatory in case of Ltd Co.

Authorized Signatory in case of Ltd Co. Only

12. Standing Instructions

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

13. DECLARATION

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

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

14. Special Instructions on operation of Joint Account

Either or Survivor. Any one Can operate Any two will operate jointly
 Account will be operated by _____ with any one of the others.

15. Introduction

| | |
|---|---|
| Introduction by an existing account holder of | Depository Participant's Name |
| I confirm the identity, occupation and address of the applicant(s)..... | Introducer's Name |
|Account ID | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |
| (Signature of Introducer) | |

Form revision date: 03/08/2004

BO Account Nomination Form

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

Application No.....

Date (DDMMYYYY).....

| | |
|---|----------------------|
| Name of CDBL Participant (Up to 99 Characters) | CDBL Participant ID |
| | <input type="text"/> |
| Account holder's BO ID | <input type="text"/> |
| Name of Account Holder (Insert full name starting with Title i.e. Mr. / Mrs. / Ms / Dr, abbreviate only if over 30 characters) | |
| <input type="text"/> | |

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

1. Nominee / Heirs Details

| | |
|--|---|
| Nominee 1 | |
| Name in Full | |
| | |
| Short Name of Nominee (Insert full name starting with Title i.e. Mr. / Mrs. / Ms / Dr, abbreviate only if over 30 characters) | Title i.e. Mr. / Mrs. |
| <input type="text"/> | <input type="text"/> |
| Relationship with A/C Holder:..... | Percentage (%) |
| Address | |
| | |
| City..... | Post Code..... |
| State / Division | Country..... |
| Telephone..... | |
| Mobile Phone..... | Fax..... |
| E-mail..... | |
| Passport No..... | Issue Place..... |
| Issue Date..... | Expiry Date..... |
| Residency: Resident <input type="checkbox"/> Non Resident <input type="checkbox"/> | Nationality..... |
| Date Of Birth (DDMMYYYY) | <input type="text"/> |
| Guardian's Details (if Nominee is a Minor) | |
| Name in Full | |
| | |
| Short Name (Insert full name starting with Title i.e. Mr. / Mrs. / Ms / Dr, abbreviate only if over 30 characters) | |
| <input type="text"/> | |
| Relationship with Nominee | Date of Birth of Minor (DDMMYYYY) |
| Maturity Date of Minor(DDMMYYYY)..... | |
| Address | |
| | |
| City..... | Post Code..... |
| State / Division | Country..... |
| Telephone..... | |
| Mobile Phone..... | Fax..... |
| E-mail..... | |
| Passport No..... | Issue Place..... |
| Issue Date..... | Expiry Date..... |
| Residency: Resident <input type="checkbox"/> Non Resident <input type="checkbox"/> | Nationality..... |
| Date Of Birth (DDMMYYYY) | <input type="text"/> |

Nominee 2
Name in Full

.....

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

| | |
|--|--|
| | |
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Relationship with A/C Holder..... Percentage (%)

Address

.....

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

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

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

Residency: Resident Non Resident Nationality..... Date Of Birth (DDMMYYYY)

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

.....

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

| | |
|--|--|
| | |
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Relationship with Nominee Date of Birth of Minor (DDMMYYYY) Maturity Date of Minor(DDMMYYYY).....

Address

.....

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

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

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

Residency: Resident Non Resident Nationality..... Date Of Birth (DDMMYYYY)

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2. Photograph of Nominees / Heirs

| | | | |
|--|--|--|--|
| Please paste recent passport size Photograph | Please paste recent passport size Photograph | Please paste recent passport size Photograph | Please paste recent passport size Photograph |
|--|--|--|--|

Nominee / Heir 1
Nominee / Heir 2
Guardian 1
Guardian 2

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

DISCRETIONARY PORTFOLIO MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into an

Agreement No.:

BYAND BETWEEN

The Portfolio Manager: NORTH STAR INVESTMENTS (BD) LIMITED

The Client : _____

The Client (Joint) : _____

WHEREAS, the Client (as defined here under) wishes to avail the services of the Portfolio Manager for professional management and administration of portfolio of securities through opening a discretionary investment account 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, inconsideration of mutual covenants here in set forth, the parties here to agree as follows:

Definition

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

"Actual Investment" shall refer 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,

"Additional Investment Fund" shall 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.

"Subsidiary Discretionary Account" shall refer 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.

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

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

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

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

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

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

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

"**Portfolio Manager**", "**Manager**" and "**Custodian**" shall mean Asian Tiger Capital Partners Investments Ltd., a private Limited company incorporated under the laws Of Bangladesh and having its registered office at Kazi Heritage (3rd floor) ,House # 49, Road #11, Block-H,, Banani, Dhaka- 1213 and Dhaka- 1212.

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

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

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

"**Margin Loan**" means the loan provided by the Portfolio Manager to the Client for

Investment in securities in accordance with this Agreement.

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

"**Margin Deposit**" means the deposit to be made by the Client into the Discretionary Account in accordance with Article 3 and Schedule 1 here under. The Margin Deposit shall be in the form of cash only.

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

"**Net Asset Value (NAV)**" shall mean total portfolio value including cash, accrued dividend and interest less total liabilities including margin "Portfolio" shall mean a group of securities, including and not limited to shares, debentures, bonds, treasury bills, certificates and other selections from the equity, capital and money markets.

"**Valuation Policy**" means the policy adopted by the Portfolio Manager for evaluating the assets of the Portfolio of the Client delineated in Schedule 3 of this Agreement. The Portfolio Manager reserve the right store vise the provisions for the Valuation Policy from time to time as it deems necessary with due notice to the Client according the Client an opportunity to object to new policy, if any.

Article-1 Terms of Investment

1-1 Prior or upon execution of this Agreement, the Client shall (i) open a Discretionary Account in the prescribed form with the Portfolio Manager with a deposit of the Initial Fund for investment purposes; and (ii) execute Letter of Lien over the assets of the Portfolio in favor of the Portfolio Manager.

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

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

1-4 The Portfolio Manager shall 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. The Portfolio Manager shall 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, shall be conclusive and binding on the Client.

1-6 The Client hereby confirms that is fully aware of the risks of losses arising out of fluctuations in prices of securities or other business risks and 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 earn capital gain and annual return in the form of corporate action such as cash dividend /bonus shares/rights share.

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 in to 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 Fund of any other amount received from the Client within a reasonable time taking the best interest of the Client in to 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 Margin Loan

3-1 On the application of the Client, the Portfolio Manager may grant a Margin Loan to Client at the ratio determined by the Portfolio Manager.

3-2 Even if the Client does not apply for Margin Loan, Margin Loan may be generated in the account due to charges and minor excess purchases arising out of allocation process in the course of normal operation.

3-3 In case Margin Loan is granted, the Client should furnish the Portfolio Manager the requisite demand promissory note and the letter of continuation.

3-4 The Margin Loan shall be used only to purchase the securities by the Portfolio Manager.

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

3-5 The Margin Loan shall first be adjusted from the sale proceeds of the securities from the Client's portfolio.

3-6 Portfolio Manager may increase or decrease the leverage position/Margin loan of the Client through buying or selling of securities as it deems prudent.

3-7 In case the Client's Equity falls below minimum Debt Liability asset out in Schedule I, the Portfolio Manager, if it deems prudent, may by written notice call for the requisite Margin Deposit to be deposited by the Client within three (3) Business Days from the date of receipt of the notice.

3-8 In case the Client's equity falls below minimum Debt Liability, the Portfolio Manager, if it deems prudent, may proceed with sale of the appropriate portion of the portfolio to reduce the debt obligation of the Client.

3-9 The Portfolio Manager shall be entitled to exercise its lien over the Portfolio

of the Client in the manner set forth in Article 10 below.

Article- 4 Trading Error

4-1 A trading error shall have occurred if any discrepancy is detected between the order of trade given by the Portfolio Manager in accordance with Article 1 herein

above 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.

4-2 The Portfolio Manager shall 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 shall 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- 5 Covenants

5-1 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.

5-2 The Portfolio Manager shall 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.

5-3 The Portfolio Manager shall maintain separate accounts of the fund and the securities of each of its Discretionary Account clients.

5-4 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-6 Representations and warranties

6-1 Each party here to represents and warrants that:, the party:

i) has the necessary authority to enter in to 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 there under 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,

6-2 There presentations 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-7 Responsibilities of Portfolio Manager

7-1 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 in to any written complaint lodged by the Client and ensure redress of any legitimate complaint of the Client within one month of the date of receipt of such written complaint;

(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.

7-2 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.

7-3(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) Without prejudice to the foregoing, the Portfolio Manager neither guarantees any rate nor shall profit from any investment to the Client for be responsible for any losses caused to the Client due to fluctuations of the capital market

Article-8 Fees, Charges and Interest

8-1 The Portfolio Manager shall be paid by Way of remuneration for its services under this Agreement the fees either as stated in Schedule-1 to this Agreement or as may be agreed in writing by a separate Agreement between the Portfolio Manager and the Client.

8-2 The Portfolio Manager shall also be paid interest on the Margin Loan as stated in Schedule-1tothis Agreement at the rate stipulated therein.

8-3 The Portfolio Manager shall also be paid all out of pocket and third party expenses in accordance with the provisions of Schedule- 1to this Agreement.

8-4 The Portfolio Manager may revise the fees and interests payable at any point of time with a notice of 7 (seven) days to the Client and the Client agrees to pay the Portfolio

Manager such revised rates.

8-5 In case the Client fails to pay the Portfolio Manager any of the fees, charges or expenses under this Agreement,within15 (Fifteen)days after such payment becomes due, the Portfolio Manager may realize the accrued charges/fees and/or interest by exercising its lien over the assets of the Portfolio in the manner stipulated in Article 10,hereunder.

Article-9 Reporting and Notifying

9-1 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.

9-2 The Portfolio Manager may provide any other optional reports upon written request of the Client where it deems appropriate.

Article-10 Enforcement of Lien

10-1 The Portfolio Manager shall be entitled to exercise lien over the assets of the Portfolio of the Client under the provisions of this Agreement without any prior written notice to the Client.

10-2 The Portfolio Manager may sell the Appropriate Portion of the Client's portfolio.

10-3 If the sale proceeds of the Appropriate Portion or any part thereof exceed the required Margin Deposit with interest or any outstanding indebtedness of the Client under this Agreement, the excess funds after adjustment will be deposited in the Discretionary Account.

10-4 If the sale proceeds of the Appropriate Portion or any part here of are less than the required Margin Deposit with interest or any outstanding indebtedness of the Client under this Agreement, the Portfolio Manager may

immediately request the Client in writing for adjustment of the short fall.

10-5 if the Client fails to adjust his/her outstanding account or accounts, the Portfolio Manager, will be entitled to close all or any account of Client and take appropriate actions, including enforcement of any security under this Agreement.

Article- 11 Transmission

11-1 In the event of death of the Client, the nominee(s) as prescribed by the Client in the Application Form shall be the only persons recognized by the Manager as being entitled to the a assets of the portfolio.

11-2 Incase 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.

12-1 He 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.

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

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

Article- 13 Registration of Securities

13-1 The Portfolio Manager will ensure registration of all the securities acquired for

the Client within 48 hours before the relevant closure of books.

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

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

13-4 The Portfolio Manager, if it deems prudent, may register the securities any time before the closure of books.

Article- 14 Notice

14-1 Any notice provided for in this Agreement shall be in writing and shall be first transmitted by facsimile transmission, and then confirmed by registered mail or courier service, in the manner as elected by the party giving such notice to the addresses provided in schedule 1. 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.

14-2 All notices shall be deemed to have been validly give non (i) the Business Day when the transmission was made, if transmitted by facsimile transmission, 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.

14-3 Any Party may, from time to time, change its address or representative for

receipt of notices provided for in this Agreement by Giving to the other party, not less than ten (10) days prior written notice.

Article- 15 Termination and renewal of Agreement

15-1. This Agreement shall continue in force until terminated by either party giving to the other not less than 60 (Sixty) Business Days' notice in writing provided that either party may 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, or a solution 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 Securities and Exchange Commission (SEC).

(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.

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

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

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

15.5 This Agreement shall remain in force at least for a period of 1 (one) year provided that if the Client intends to terminate the Agreement at a time earliest than 1 (one) year he may do so on payment of a fee to be fixed by the Portfolio Manager.

15-6 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 for a further period of 1(one) year

Article- 16 Dispute and Settlement

16-1 All differences or disputes whatsoever which may at any time hereinafter arise between the parties here to or their respective representatives relating to these presents or the subject matter here of or arising out of or in connection here to(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.

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

Article- 17 Force Majeure

17-1.The Portfolio Manager shall not be held responsible for any losses caused to the Client due to impossibility in performance of their contractual obligations or if the performance is rendered radically different from that contemplated by this Agreement through no fault of either party including but not limited to the following events:

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

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

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

(d) Occurrence of any other factors beyond the control of the Portfolio Manager. 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- 18 Governing law and jurisdiction

18-1 This Agreement shall be construed, interpreted and governed in accordance with the laws of Bangladesh.

Article- 19 Taxes

19-1 The Portfolio Manager shall make necessary income tax deduction from the account (s) of the Client in accordance with law.

Article- 20 Power of Attorney

20-1 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.

20-2 As the attorney of the Client, the Portfolio Manager shall be empowered, among other things, to apply for IPO securities, receive certificates against allotment letters, 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- 21 Miscellaneous

Article- 21 Miscellaneous

21-1 The Portfolio Manager shall be fully authorized to modify or vary the terms and conditions contained herein for compliance with any 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.

21-2 The Portfolio Manager shall have the right to be fully indemnified for any loss, claim, damages or expenses arising out of the regular operation, administration and management of the Portfolio from the account (s) of the Client

or proceeds from the sale of the Portfolio or any part thereof, provided that the Portfolio Manager has acted in good faith.

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

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

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

For and above of the Portfolio Manager

For and on behalf of the Client

NORTH STAR INVESTMENTS (BD) LIMITED

Kazi Heritage (3rd floor), House # 49,
Road #11, Block-H, Banani, Dhaka-1213

Signed By

Name:

Designation:

Signed By

Name:

Designation:

Joint Applicant

Signed By

Name:

Designation:

Signed By

Name:

Designation:

In the Witness of:

Signed By

Name:

Designation:

Signed By

Name:

Designation:

LETTER OF LIEN

North Star Investments (BD) Limited
Kazi Heritage (3rd floor) ,House #
49, Road #11, Block-H,, Banani,
Dhaka- 1213

In consideration of your acting as our Portfolio Manager under the terms and conditions of the Discretionary Portfolio Management Agreement dated _____ (the "Agreement"), and for settlement on demand of all amounts due or which here after may become due from me/us to you, as well as for settlement on demand of all interest thereon at the rate or rates that you may from time to time determine as payable there on and all costs, charges and expenses, I/we hereby declare pledge and declare as follows:

1. I/ We pledge with you as security for repayment to you all shares, stock and securities with transfer forms duly signed in blank and/or securities duly endorsed in your favor which I/we now deposit or which I/we have deposited with you or which is in your possession held on my/our behalf and also all shares, stocks and/or securities which I/we may here after deposit with you in addition to or in substitution for the shares, stocks and/or securities already deposited or which may hereafter come in to your possession on my/our behalf.
2. I/We the under signed here by appoint you as my/our attorney for the purpose here after mentioned and specially authorize and empower you and all attorney holding power of attorney on your behalf to fill up and complete any incomplete transfer form attached to any shares, stocks, and/or securities and to insert your or that of any other nominee of Asian Tiger Capital Partners Investments Ltd. there in and give effect to any transfer of shares, stocks and/or securities (whether dematerialized or not) as transfer or of the shares and/or stock and to sign, seal, execute and deliver any such transfer or other documents that maybe necessary or required for the purpose of completing your title to any such shares, stocks and/or securities and register the same in the books of the concern company or entity to which the same relates to or with the public office in case of securities and obtain fresh scrip or scripts for the shares, stocks and/ or securities in the name of Asian Tiger Capital Partners Investments Ltd. or in that of any other employee or nominee of Asian Tiger Capital Partners Investments Ltd. without any reference to or consent of me/us.
3. I/we here by authorize you to pledge and/or sell and absolutely dispose of all or any such shares, stocks and/or securities at such price and in such manner as you may think fit without any reference to or consent of me/us. I/we here by further agree to sign and/or endorse of as the case may be to sign, seal, execute and deliver any transfer or other document at your request that may be necessary or required by you for the purpose of completing your title to any such shares, stock and/or securities for the purpose of completing the seal thereof.

4. I/we authorize and empower you and all attorney holding powers of attorney on your behalf to sign, seal, execute and deliver any transfer or other documents for the purpose of effecting and completing the sale in my/our name and I/we further authorize you to reimburse yourself out of the proceeds of any pledge or sale all costs, charges and expenses incurred by you in transferring and selling all or any such shares, stocks and/or securities or maintaining the value thereof or otherwise in connection therewith.
5. I/we declare that you shall not be responsible for any loss from or through any brokers or others employed in the sale of any such shares, stocks and/or securities or for any loss or depreciation in value of any such shares, stocks and/or securities arising from or through any cause whatsoever and deficiency whatsoever and howsoever arising.
6. I/we agree to make good any payment to you on demand and it is further agreed that you shall have a lien on all such shares, stocks and/or securities or the proceeds thereof after sale (if sold) as security for or in part payment of any other debt due to liability incurred or likely to be incurred by me/us to you and I/we further make good any payment on demand to you.
7. I/we authorize you to collect all dividends and bonuses as the case may be payable or hereafter paid in respect of any shares, stocks and/or securities and agree to sign all such further documents as may be necessary for effectual to vest in or secure to you the property in the said shares, stocks and/or securities and dividends, bonuses and interest payable in respect thereof or to effect the selling or transferring of the same or to enable you to obtain new shares, stocks and/or scrip in the event of any company being windup or reconstituted.
8. In the event of a temporary or permanent depreciation in value of any such shares, stocks and/or securities, I/we agree at all times to keep up the value of such shares, stocks and/or securities and at your request pay to you in money the difference between the market value of any such shares, stocks and securities on the day when they were deposited or came into your possession and on the date on which you may call upon me/us to deposit such difference.
9. I/we expressly agree that I/we shall immediately pay on a call being made by you against any partly paid shares, pledged by me/us with you. In the event of my/our failure to do so, you shall, without being bound to do so, be entitled at your discretion either to pay the amount of such call and to debit the same to my/our account or to sell off such shares in the manner mentioned here in above. In the event of your paying amount of call I/we shall immediately reimburse the amount to you with interest thereon as prescribed or effective during the period from the date of your payment till my settlement of the outstanding amount.
10. In the event of my/our failing to comply with the request to pay to you on demand all or any part of the money due/owing by me/us to you, I/we hereby authorize you to exercise all or any of the powers hereby conferred upon you and I/we declare that you shall not be answerable or responsible for any damage or depreciation which any such shares, stocks and/or securities may suffer whilst in your possession under this agreement or shall you be under any liability whatsoever to make any payment or money or to do any other acts for the purpose of preventing loss or depreciation in the value of the said shares, stocks, and/or securities.

11. I/We admit and acknowledge that until the termination or expiration of the Agreement and all our indebtedness thereto have been discharged in full, the securities in our Portfolio and any amount available in our accounts with the Portfolio Manager will remain subject to the security created by this Letter.
12. I/We hereby agree that upon occurrence of any circumstances under the Agreement which entitles you to exercise your lien and transfer or apply all or any of the money from time to time standing to the credit of my/our accounts in or towards the discharge and satisfaction of any of our liabilities with you, you may set off any amount standing to the credit of any of my/our accounts against an amount owed by me/us to you under the Agreement but unpaid and such right of set off shall be irrevocable and binding until all our liabilities with you have been irrevocably and fully discharged.
13. I/we hereby also agree that any notice in writing required to be served herein shall be sufficiently served if served through facsimile, email, or any other electronic media or addressed to me/us at my/our address registered with you or in the event of no such address being registered, at my/our last known place of residence or business.

In witness where of I/we here into set my/our hands this _____“Day of 20_____”

Signed By
Name:
Designation:

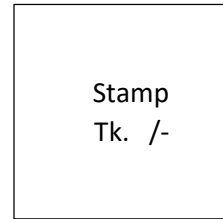
Signed By
Name:
Designation:

In the Witness of:

Signed By
Name:
Designation:

Signed By
Name:
Designation:

DEMAND PROMISSORY NOTE



To:

Date:

North Star Investments (BD) Limited

Kazi Heritage (3rd floor) ,House #
49, Road #11, Block-H,, Banani,
Dhaka- 1213

Taka.....

On demand I/we promise jointly and severally, to pay to **North Star Investments (BD) Limited Ltd.** or order a sum of Tk **Taka****only**) with interest atpercent per annum being the amount of margin loan owing and due under the **Discretionary Portfolio Management Agreement No**....., **dated**..... and any subsequent amendment there of between us and Asian Tiger Capital Partners Investments Ltd.

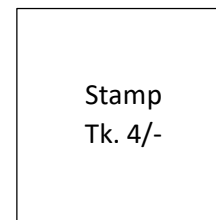
Principal Applicant

Signature :
Name :
Address :
.....

Joint Applicant

Signature :
Name :
Address :
.....

REVIVAL LETTER



To:

Date:

North Star Investments (BD) Limited

Kazi Heritage (3rd floor) ,House # 49,
Road #11,Block-H,Banani, Dhaka-1213

Dear Sirs,

With reference to my/our Discretionary Portfolio Investment Account (ATD) No.....
maintained with you secured by a Demand Promissory Note dated
for Tk(Taka)
with interest incurred by me/us in favor of **North Star Investments (BD) Limited** and
endorsed by the payees to you, I/we acknowledge for the purpose of section 19 of the Limitation
Act IX of 1908 and any like Limitation Law in order to proceed any question of Limitation Law
that I am/we are liable for payment of all related securities, agreements and obligations.

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

Principal Applicant

Signature :
Name :
Address :
.....

Joint Applicant

Signature :
Name :
Address :
.....

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

NORTH STAR INVESTMENTS (BD) LIMITED

Request from

Name:

Address:

.....

To : The Portfolio Manager

Subject : Request for margin loan for NSID

Account No : NSID-

Contact No. :

Date :

I/We intend to avail margin loan for my discretionary investment portfolio account (NSID) maintained with you. I, hereby, declare my full consent to utilize the margin loan as per your policy and discretion. Therefore, I/we appreciate if you please extend margin as and when necessary.

Signature of the Client

Signature of the Client

Approved by:

| Sr. Manager | AGM |
|-------------|-----|
| | |

NORTH STAR INVESTMENTS (BD) LIMITED

Discretionary Portfolio Management Investor's Policy Statement (IPS) KYC Profile Form

PERSONAL INFORMATION

1. Source Of Fund : Salary Own Business Commission Inheritance / Gift / Return
 Investment Savings Others (Please Specify) _____
2. Marital Status: Married Single Other
3. No. of Dependents: 1 2 3 More than 3

INVESTMENT OBJECTIVE

- **Capital preservation:** I want to preserve the value of my investment; the rate of return needs to be no less than the rate of inflation.
- **Current Income:** I want to generate regular income to meet my living expense rather than capital gain.
- **Capital appreciation:** I want the portfolio to grow in real terms overtime to meet future need; I want the growth through capital gains
- **Total return:** I want the portfolio to grow through capital gains; at the same time I want to reinvest the current income component generated by the portfolio.

RISK TOLERANCE

- How much risk do you want to take?
• 15% 20% 30% Specify:
- How much risk are you able to take?
• 15% 20% 30% Specify:
- How much of a temporary decline of your invested portfolio could you tolerate over a one year period?
• 5% 10% 15% 20% Specify:

- Imagine that over the past 3 months, one of your particular stock lost 25% of its value, what would you do?
 - a. Sell all the shares
 - b. Sell half of the shares
 - c. Do nothing
 - d. Buy more shares

RETURN OBJECTIVE

1. How much return do you want from this investment?

15% 20% 25% Specify:

2. How long you want to invest your money with this account before you start withdrawing money?

1 yr 2yr 3yr Specify:

3. Do you have any experience of investing in the secondary market?

yes no

If yes, for how many years? Please specify:

4. What statement best describes your knowledge about financial market and products?

- a. No knowledge
- b. Basic knowledge
- c. Strong knowledge
- d. Advanced knowledge with extensive experience

LIQUIDITY REQUIREMENT

1. Are there any foreseeable circumstances that might necessitate the immediate liquidation of over 20% of the portfolio?

If yes, when? 1 yr 2yr 3yr other

LEGAL AND REGULATORY FACTORS

1. Do you have any legal and regulatory factors associating with this investment? Please specify:

UNIQUE CIRCUMSTANCES:

1. Do you have any preference or reservation for any particular stock or sector? Please specify

DECLARATION

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

| | Name | Signature |
|---|------|-----------|
| POA Holder | | |
| First Account Holder | | |
| Second Account Holder | | |
| Third Account Holder (Ltd. Co. Only) | | |

Auto Debit Instruction

The Manager

.....Branch

.....Bank

.....Bangladesh

Sub: Intimation for BEFTN Debit Authorization

Dear Sir,

I/we,
.....,
maintaining an account
with your bank, hereby would like to inform you that I/we have authorized North Star Investments (BD) Limited to debit my/our account through BEFTN by an amount not exceeding BDT.....

The BEFTN debit transaction will be initiated at the instruction of North Star Investments (BD) Limited.

The account shall be debited on monthly basis. This instruction shall be valid from

This is for your kind information and necessary support in this regard.

Thanking You,

Signature

Name:

Account Number:

**Foreign Account Tax Compliance Act ("FATCA")
Account Opening Form Supplement**

This form must be completed by any individual who wishes to open a Discretionary/Non-Discretionary /Profit-Loss Sharing Schem.

Please complete in BLOCK LETTERS

| | | |
|---|--|---|
| Name | : | <hr/> |
| Country of Residence: | | <hr/> |
| Country of Birth | : | <hr/> |
| Please check „√“ Yes or No for each of the following questions: | | |
| | | Yes / No |
| 1 | Are you a U.S. Resident? | <input type="checkbox"/> <input type="checkbox"/> |
| 2 | Are you a U.S. Citizen? | <input type="checkbox"/> <input type="checkbox"/> |
| 3 | Do you hold a valid U.S. Permanent Resident Card (Green Card)? | <input type="checkbox"/> <input type="checkbox"/> |

I hereby confirm the authenticity of information provided above.

Subject to relevant regulatory requirements, I hereby give my consent that North Star Investments (BD) Limited or any of its parent and affiliates (collectively North Star Investments (BD) Limited) may disclose my information to Bangladeshi or foreign regulators, including tax authorities, as necessary to ascertain my tax liability in any jurisdiction.

I further consent and agree that, North Star Investments (BD) Limited may withhold from my account(s) such amounts as may be required by applicable laws, regulations and/or directives issued by relevant Bangladeshi or foreign regulators or tax authorities.

I undertake to notify North Star Investments (BD) Limited within 30 calendar days of any changes in the information provided by me during opening the account.

Signature:

Date :

North Star Investments (BD) Limited

List of Documents for Accounts Opening (LDA)

| No. | Documents | Remarks |
|---|---|---------|
| 1 | Main Account Opening Form | |
| 2 | Discretionary Portfolio Management Agreement | |
| 3 | Demand Promissory Note (if loan is taken) | |
| 4 | Revival Letter (if loan is taken) | |
| 5 | Letter of Lien | |
| 6 | Schedule :I~ General Conditions | |
| 7 | Schedule :II ~ Declaration of directorship with listed companies | |
| 8 | Schedule :III~ Valuation Policy | |
| 9 | Signing Card (In Case of Company: Company Seal required along with the signature) | |
| 10 | Investor Profile | |
| 11 | MCI Margin Loan Form | |
| | | |
| List of Required Documents: (Individual) | | |
| 1 | 2 Passport Size Photograph (Applicant's name in block letter, sign and attested by the CSO) | |
| 2 | 1 Passport Size Nominees Photograph (Attested by the applicant) In case the nominee is minor, a document of guardian must be given by the applicant | |
| 3 | Photocopy of National ID | |
| 4 | If National ID Card is not available then, Photocopy of Passport/Driving License/ Nationality Certificate with attested photo | |
| 5 | Bank Certificate / Bank Statement/ Copy of Cheque leaf | |
| 6 | TIN Certificate | |
| 7 | Photocopy of Employee ID Card /Visiting Card (if Service Holder) | |
| 8 | Trade license/ approval of operational head (if profession is business) | |
| 9 | 1 photo of authorized person, if any (Attested by the applicant) and also a copy of any National photo ID of the authorized person | |

Approved By _____

Account Opened By _____

| No. | Documents | Remarks |
|--|--|---------|
| List of Required Documents: (Corporate) | | |
| 1 | Photograph of each of the signatories duly attested by the company secretary | |
| 2 | Board Resolution regarding opening of portfolio account duly attested by the company secretary | |
| 3 | Memorandum of association and articles of association of the company duly attested by the company secretary. | |
| 4 | List of authorized signatories to operate the portfolio account of the company duly attested by the company secretary. | |
| 5 | Copy of Certificate of Incorporation, Trade License, TIN Certificate, | |
| 6 | Bank Certificate / Bank statement of the company duly attested by the bank/ Copy of Cheque leaf | |
| 7 | List of Directors | |

Approved By

Account Opened By