**MEMORANDUM OF AGREEMENT**

**between**

**Sanima Capital Limited, Sama Marg, Naxal, Kathamndu**

**and**

**[Name of Broker] (Stock Broker No. …….)**

**[Address] , Kathmandu**

This Memorandum of agreement is made and entered into this 14th **of May 2024** (hereinafter referred to as the **“Agreement”**) by and between

**Sanima Capital Ltd.**, a wholly owned subsidiary of Sanima Bank Ltd., duly registered under Company Act, 2063; having its Registered Office at Sama Marg, Naxal, Kathmandu, Nepal (hereinafter referred to as "Sanima Capital")

and

**[Name of Broker] (Stock Broker No. ………..)** commenced as an incorporated limited company is licensed Broker from Securities Board of Nepal (SEBON) which focuses on general brokerage services on buying and selling of the securities having its registered office at [Corporate Address] , Kathmandu, Nepal (hereinafter referred to as “**Client**”)

**Sanima Capital Ltd. and** **[Name of Broker] (Stock Broker No. ……….)** are hereinafter referred to collectively as **‘The Parties’**

**WHEREAS**, Sanima Capital is a Pioneer Merchant and Investment Banker in Nepal that aims to provide exceptional and customized financial services ranging from merchant banking, advisory and assets management services to depository participant functions and

**WHEREAS**, **[Name of Broker] (Stock Broker No. ……….)** as an organization focuses on general brokerage services of buying and selling of securities with Depository Participants Service.

**WHEREAS**, this Agreement has as its objective with delivering corporate advisory service to the Client

**THEREFORE**, the Parties wish to continue working together and in compliance with the following clauses:

1. **COMMENCEMENT OF AGREEMENT:**

This Agreement shall commence from the **14th of May 2024.**

1. **AREAS OF COLLBORATION**

Corporate Advisory Service includes providing financial analytic research reports on weekly, monthly, quarterly basis or on need basis to the Client.

The Parties Agrees as following**:**

**Sanima Capital Ltd. will provide advisory service to** **the 'Client' on the following heads;**

* Sanima Capital will provide fundamental and technical analytic reports on periodic basis ( weekly/fortnightly/Monthly/Quarterly).
* Sanima Capital will provide valuation report of the stocks as requested by the Client on need basis.
* Sanima Capital will provide sectorial Quarterly Growth Report of listed companies.
* Sanima Capital will provide daily newsletter and monthly macro-economic reports**.**

1. **LIMITATIONS**

Reports prepared and submitted by Sanima Capital Ltd. is limited to analytic purpose only, it does not recommend any buy or sell recommendation of any script. The **'Client'** is solely responsible for further decision made on the basis of report.

1. **FEES AND PAYMENT TERMS:**

* The Client shall pay according to the cost quotation approved for each work which is attached

hereafter (under Annexure- I, cost quotation)

* The Fee for the services shall remain valid for an initial term of the Agreement and shall be subject to review for any extended term with the mutual consent.
* The client will make payment after deducting TDS on fee as per prevailing law.
* Sanima Capital will raise invoices to the **'Client'** based on the reports delivered and submitted on quarterly basis.

1. **TERMINATION**

This Agreement may be terminated by either of the Parties at any time upon 30 days' written notice or upon mutual consent of both parties.

1. **CONFIDENTIALITY.**
   1. The Parties hereto wish to protect the proposed projects, related transactions and the names of the various sources and various businesses associated, be they corporations, partnerships, joint ventures or any legal entity of any description whatsoever, from being disclosed to third Parties or others. The Parties also wish to have all of the relevant business transactions, activities and disclosures kept strictly confidential.
   2. However, it may become necessary in the course of business among and between the Parties hereto that the names, addresses, telephone numbers, fax numbers, email addresses and other information is revealed and disclosed among the Parties.
   3. The Parties acknowledge and agree that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Parties relating to their respective business practices shall be considered to be confidential information (“Confidential Information”) and shall not in any way disclose to anyone without the prior written permission of the other Party.
   4. The Parties may make disclosures required by statutory authorities or court order provided Parties use diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the other Party to participate in the proceedings.
2. **DISPUTE RESOLUTION**

All dispute under this agreement shall be settled by, mutual discussion and understanding.

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| **Signed for & behalf of**  **Sanima Capital Ltd.** | **Signed for & behalf of**  **[Name of Broker] (Stock Broker No. ……..)** |
| **…………………………………………**  Name: …………………..  Designation: ……………….. | **…………………………………………..**  Name: ………….......  Designation: …………………. |
| **Witness:**  Name: ………………..  Designation: …………………. | **Witness:**  Name: ………………  Designation: …………………… |

**ANNEXURE- I**

**Cost Quotation**

|  |  |  |
| --- | --- | --- |
| **S/No.** | **Particulars** | **\*Minimum Charges (NPR)** |
| 1 | Weekly Market Reports | 2,000/- |
| 2 | Fortnightly Reports (Technical Fundamental and Macroeconomic) | 5,000/- |
| 3 | Macroeconomic Report | 8,000/- |
| 4 | Sectorial Quarterly Growth Analytic Report | 50,000/ |
| 5 | Equity Research Report | 20,000/- |
| 6 | Stock Valuation Report | 30,000/- |
| 7 | Company Analysis Report | 30,000/- |
| 8 | Company Analysis Report with Valuation | 50,000/- |
| 9 | Other Reports | Based on nature and size of report |

* Above charges are minimum charges quoted for the report standard developed by Sanima Capital. Customization on available reports standard will be charged extra amount based on addition of content and data requirement requested by client.