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INVESTMENT MANAGEMENT AGREEMENT

LANKABANGLA AL-ARAFAH SHARIAH UNIT FUND

THIS DEED OF INVESTMENT MANAGEMENT (hereinafter referred to as "Agreement") is made at Dhaka on this the 17th day of May of the Christian era 2017.

BETWEEN

Al-Arafah Islami Bank Limited Employees' Gratuity Fund Trust, having registered office at 36, Dilkusha (6-9 Floor) C/A, Dhaka-1000, Bangladesh, represented by its Deputy Managing Director and Member, Board of Trustee Mr. Md. Fazlul Karim, hereinafter referred to singly, severally and collectively as the AUTHOR or SPONSOR, which expression shall, unless it be repugnant to the subject or context or meaning thereof, include their representatives, successors-in-interest and assigns of the **FIRST PART**

AND

LankaBangla Asset Management Company Limited, an Asset Management Company, incorporated under the Companies Act 1994, of Bangladesh and registered with Bangladesh Securities & Exchange Commission on June 24, 2012, having its Registered Office at Safura Tower (Level-11), 20 Kemal Ataturk Avenue, Banani C/A, Dhaka-1213, Bangladesh, represented by its Chief Executive Office Mr. Masum Ali, hereinafter referred to as the ASSET MANAGEMENT COMPANY or FUND MANAGER which expression shall, unless it be repugnant to the context or meaning thereof, include its representatives, successors-in-interest and assigns of the **SECOND PART**.

WHEREAS, the party of the First Part is an Employees' Gratuity Fund of a Shariah based listed commercial bank registered under Banking Companies Act, 1991 in Bangladesh, having required capabilities and adequate skills in its concerned field of activities and offices and network of branches all over Bangladesh and are qualified and capable to be the Sponsor of an Open End Mutual Fund.


Md. Fazlul Karim
Deputy Managing Director
Al-Arafah Islami Bank Limited


Masum Ali
Chief Executive Officer
LankaBangla Asset Management Company Ltd.

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



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AND WHEREAS the party of the Second Part, is an Asset Management Company, engaged in, among others, asset management business having required capabilities, qualifications and adequate skills in its concerned fields of activities and is the ASSET MANAGEMENT COMPANY or FUND MANAGER as the case may be, of the "LANKABANGLA AL-ARAFAH SHARIAH UNIT FUND" by virtue of the Trust Deed drawn by the Sponsor and the Trustee of the Fund.

NOW, THEREFORE, with the intent to manage the "LankaBangla Al-Arafah Shariah Unit Fund" in particular and its various schemes established by the Sponsors of the Fund from time to time for the benefit of the small investors and the development of capital market of Bangladesh as are entrusted to the ASSET MANAGEMENT COMPANY (hereafter referred to as AMC) from time to time and in consideration of mutual covenants and arrangement hereinafter set forth it is hereby mutually agreed between the parties hereto as follows:

1. Subject to the approval of Bangladesh Securities and Exchange Commission, the Sponsor hereby appoints LankaBangla Asset Management Company Limited as the Asset Manager of the 'LankaBangla Al-Arafah Shariah Unit Fund'.
2. The Fund shall be managed under Shariah Law. In this regard, Asset Manager shall form a Shariah Supervisory Board to ensure the compliance of Shariah Guidance. Hence the Committee shall formulate "Shariah Supervisory Guidance" for the Fund and submit it to the Commission.
3. The Fund shall follow the investment objectives and investment restrictions as per the Rule. However, the Asset Manager shall follow the Shariah guidance suggested by the Shariah Supervisory Board for investment selections within the Rules.
4. The Asset Manager is prohibited to undertake any activities without prior approval of the Trustee and Commission excepting determination of size, objective and nature of the schemes, preparation of prospectus and acquiring consent of the Commission, issuance of unit certificates of the schemes, formation and management of investment portfolio, calculation of NAV, preparation, submission and dissemination of financial and other statements besides the duties and


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Chief Executive Officer
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responsibilities mentioned in Rule 33 of সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০০১.

5. The Asset Manager shall be responsible for the management of the Fund and its schemes with due approval from Bangladesh Securities & Exchange Commission (hereinafter referred to as the "BSEC" or Commission) and in accordance with the provisions of the Fund and as per বিধিমালা.
6. The Asset Manager shall not acquire any asset for the Mutual Fund out of the Trust property, which involve the assumption of any liability that is unlimited or shall result in encumbrance of the Trust property in any way.
7. The Asset Manager shall not extend any term loan/credit facilities and/or guarantee the repayment of the same, for any purpose or undertake any activity which violates any one or more provisions of the বিধিমালা.
8. Any loss or damage or expenses resulting from negligence by the Asset Manager or any of its officers or any person delegated by it, shall not be met out of the Trust property.
9. The Asset Manager shall ensure that no application form, or sales literature or other printed matter issued to prospective buyers, or advertisement, or report and or announcement (other than an announcement of price or yields) addressed to the general body of unit holders, or to the public, or to the press or other communication media, is issued or published with contents and statement or matter extraneous to the Trust Deed or Prospectus or Offer Document of any scheme approved by the Commission or the Trustee, as the case may be without prior approval of the Trustee and the Commission.
10. The Asset Manager will inform the investors the re-purchase price and net asset value and the process of their determination as per time schedule determined by the Trustee and the Commission.
11. The Asset Manager shall provide information as per the requirement of the Trustee, so that it is revealed that the affairs of the various Schemes of the Mutual Fund are being conducted as per the provision of the Trust Deed and বিধিমালা.


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Deputy Managing Director
Arafah Islami Bank Limited


Masum Ali
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Bangla Asset Management Company Ltd.

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12. The Asset Manager shall submit report on the activities of the various Schemes of the Mutual Fund quarterly or at such other intervals as per the বিধিমালা, to the Trustee and the Commission.
13. The Trustee of the Mutual Fund have the power to initiate the process of annulment of the appointment of the Asset Manager under specific events of breach of Trust and Investment Management Agreement and/or provisions of the বিধিমালা only, with approval of the Commission in accordance with the provisions of the বিধিমালা.
14. The Asset Manager shall design, structure, seek registration and custodial agreements and publicly float and manage the scheme of the Mutual Fund approved by the Trustee, in terms of the Trust Deed as per the provisions of the সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০০১ (hereinafter referred to as the 'বিধিমালা').
15. The Asset Manager shall make initial subscription offer and subsequent offering of the Open-end scheme of the Mutual Fund in the Bangladesh Capital Market, upon approval from the Regulatory Authority under the applicable law.
16. The Asset Manager shall be responsible for the management of the Fund and its schemes with due approval from Bangladesh Securities & Exchange Commission and in accordance with the provisions of the Fund and as per বিধিমালা.
17. The Asset Manager shall take all required steps and exercise all due diligence and ensure that the investment of the scheme of the Mutual Fund is not contrary to the provisions of the Trust Deed and the বিধিমালা.
18. The Asset Manager shall not undertake any business that may adversely affect the interest of the Mutual Fund.
19. The Asset Manager shall follow a general formula for computing the Net Asset Value as per the বিধিমালা and as approved by the Trustee and the Commission and shall disclose in the Prospectus or Information Memorandum of the Scheme and it shall be adequately published as per the provisions of the বিধিমালা.
20. For listed securities, the average quoted market price on the stock exchanges on the date of valuation ("Valuation Date") shall be the basis of any calculation of Net Asset Value of such securities in the portfolio of the Mutual Fund.
21. When securities were not traded either at DSE or CSE or any other recognized exchange on the particular Valuate Date, the most recent average price of the concerned security (which is recorded within preceding 30 (Thirty) working days from the Valuation Date) will be taken into account.
22. When the securities were not traded either at DSE or CSE or any other recognized exchange for a period of preceding 30 (Thirty) working days from the Valuation Date, the Fund shall follow the method approved by the Commission for valuation of non-traded investment, and the Trustee shall periodically review the value of such investments.


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23. The valuation of non-traded securities will be made with their reasonable value by Asset Manager and approved by the Trustee and commented by the Auditors in the Annual Report of the Mutual Fund but shall not be more than the intrinsic value of the securities.
24. The valuation of non-listed securities will be made by the Asset Manager with their reasonable value and approved by the Trustee and commented upon by the Auditors in the Annual Report of the Fund.
25. Once non-listed securities are valued, the valued amount will be considered for purpose of valuing the Mutual Fund's assets in any interval of time until the securities are further revalued by the Asset Manager.
26. Asset Manager and Trustee will value the non-listed securities once in at least after every three months.
২৭. In consideration for the services rendered to the Mutual Fund under this agreement, the Asset Manager shall be entitled to annual management fee which shall be equivalent to the maximum fee payable under Regulation of the সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০০১.
28. The annual management fee, to be calculated in accordance with the foregoing paragraph shall be payable on an half-yearly basis on the days falling June 30th and December 31st of each year and the same shall be payable no later than 30 (thirty) days after the above mentioned date, giving adequate time for completion of Trustee appointed audit.
29. As per বিধিমালা the initial issue expenses in respect of the scheme shall not exceed five percent of the targeted amount of the fund raised under the scheme or any ceiling as determined by the commission and the Asset Manager shall furnish a detailed breakdown of cost in the prospectus.
30. The total expenses charged to the Fund, except the amortization of initial issue expenses including transaction cost in the form of stock brokerage against buy and sale of securities forming a part of acquisition or disposal cost of such securities, transaction fees payable to the Custodian against acquisition or disposal of securities, CDBL charges, the annual registration fees payable to the Commission, audit fees, cost for publication of reports & periodicals, bank charge, etc. shall not exceed four percent of the weekly average net assets outstanding during any accounting year as per বিধিমালা.
31. The Trustee shall cause to make such disclosures by the Asset Manager to the investors as are essential in order to keep them informed about any information, which may have an adverse bearing on their investments.


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32. The Trustee shall have the right to call for any books of accounts, records, documents and such other information as considered necessary from the Asset Manager as is relevant to the management of the affairs of the various Schemes of the Mutual Fund.
33. Any change in the appointment of the Asset Manager of the Mutual Fund as well as its management shall be subject to prior approval of Bangladesh Securities and Exchange Commission.
34. Relevant provisions of the বিধিমালা in general and Schedule III of the বিধিমালা in particular shall apply for the interpretation of this Agreement and in case of any controversy as to the meaning and spirit, the decision by the Commission shall be conclusive.
৩৫. If any confusion arises any time about explanation of any clause of this Agreement, সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০০১ will be conclusive for this agreement and all other documents executed in connection of this Mutual Fund and provisions of this agreement will be treated to be changed in accordance with any change or amendment of the সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০০১.
৩৬. Notwithstanding anything stated to the contrary elsewhere in this Agreement, both parties irrevocably acknowledge and affirm that a copy of this Agreement will be delivered to the Commission in compliance with regulation 31(1) of the সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০০১.
37. Notwithstanding anything stated to the contrary elsewhere in this Agreement, both parties irrevocably and unconditionally acknowledge and affirm that the terms and conditions stipulated in Schedule-III of the সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০০১ shall constitute an integral part and parcel of this Agreement and that in the event of any discrepancy or contradiction the terms of Schedule-III of the বিধিমালা will prevail without any limitation whatsoever.


Md. Fazlul Karim
Deputy Managing Director
Arafah Islami Bank Limited


Masum Ali
Chief Executive Officer
AnkaBangla Asset Management Company Ltd. 6

IN WITNESS WHEREOF the Sponsor and the Asset Manager has caused their common seals to be affixed to these presents and have hereto set their hands the day and year above written.

The party of the First Part, the AUTHOR AND SPONSOR:

The party of the Second Part, the ASSET MANAGER



Md. Fazlul Karim
Deputy Managing Director
Al-Arafah Islami Bank Limited

(Md. Fazlul Karim)

Deputy Managing Director and Member, Board of Trustee
Al-Arafah Islami Bank Limited Employees' Gratuity Fund Trust

WITNESS:

1.



MUHAMMED NADIM ACA
EVP & Chief Financial Officer (CFO)
Financial Administration Division
Al-Arafah Islami Bank Ltd.
Head Office, Dhaka.

2.



MOHAMMAD ABU YOUSUF SOBHAN
Senior Principal Officer
Financial Administration Division
Al-Arafah Islami Bank Ltd.
Head Office, Dhaka.



Masum Ali
Chief Executive Officer
LankaBangla Asset Management Company Ltd.

(Masum Ali)

Chief Executive Officer
LankaBangla Asset Management Company Limited

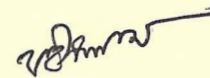
WITNESS:

1.



M A Faisal Mahmud
Assistant Vice President
LankaBangla Asset Management Company Ltd.

2.



A N M Fakhrul Islam
Assistant Manager
LankaBangla Asset Management Company Ltd.