

ডায়েরি নং: ১৩-২৫/২৫ ডায়: ০৫/০৪/২০২৫

স্বাক্ষর

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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পঞ্চাশ টাকা

কব ২৯০০৩৪১

ডায়েরি নং ১৩-২৫/২০২৫
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LECTURE PUBLICATIONS LTD.
CHAIRMAN
Mehedi Hasan

Ahmed Saifuddin Chowdhury
Managing Director & CEO
Bangladesh General Insurance Co. PLC
42, Dilkusha C/A, Dhaka-1000

অবিকল নকল

সাব-রেজিস্ট্রার সূত্রাপু
ঢাকা।
০৭/০৪/২৫

রেজিস্ট্রেশন বিধিমালার ২০ নং
বিধি মোতাবেক ও ১৮৯৯
সনের স্ট্যাম্প আইনের বিধান
মতে যথোপযুক্ত স্ট্যাম্প যুক্ত।
স্ট্যাম্প মওকুফ/স্ট্যাম্প প্রয়োজন নাই।
১ (ক) তফসিল অনুযায়ী গ্রহন যোগ্য
নং: ৬৬
আদায়কৃত বিস

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৬/৪/২৫

ডিজিট নং ১৭৬
৩১ ধারা মতে দরখাস্ত
জে (১) ৩০০/-
টি.এইচ. ৫০০

TRUST DEED

THIS DEED of Trust is made at Dhaka on this the 05th day of April..... 2026 of the Christian era.

BETWEEN ৫/৪/২৫

LECTURE PUBLICATIONS LIMITED, having registered office at 37, Northbrook Hall Road, Bangia Bazar, Dhaka -1000, Bangladesh and corporate office 5, Purana Razak Tower, 5th floor, Dhaka-1000, Bangladesh, represented by its Chairman, Mr. Mehedi Hasan, 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

BANGLADESH GENERAL INSURANCE CO. PLC. (BGIC), having its registered office at Bangladesh General Insurance Company PLC (BGIC), 42, Dilkusha C/A, Dhaka-1000, Bangladesh and corporate office Bangladesh General Insurance Company PLC (BGIC), 42, Dilkusha C/A, Dhaka-1000, Bangladesh, represented by its Managing Director and CEO Ahmed Saifuddin Chowdhury, hereinafter referred to as the TRUSTEE, which expression shall, unless it be repugnant to the subject or context include its representatives, successors-in-interest and assigns as the SECOND PART.

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E-২০০৫
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সাব-রেজিস্ট্রার সূত্রাপু
ঢাকা।
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৫/৪/২৫

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৫/৪/২৫
৫/৪/২৫

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

16 MAR 2026

মোঃ জাহাঙ্গীর হোসেন



Presented for Registration at... AM/PM on the... day of... 20... by AB (Executor/one of the Executors/claimant/one of the claimants/or (attorney)

মোঃ জাহাঙ্গীর হোসেন
স্ট্যাম্প ভেঙার
সরকারী অনুমোদিত
লাইঃ ১০৫/২০০০
মতিঝিল, ঢাকা-১০০০

Signature of the claimant/attorney

Handwritten notes in Bengali script, including 'মোঃ জাহাঙ্গীর হোসেন' and 'স্ট্যাম্প ভেঙার'.

Signature and name of the claimant/attorney, dated 05/08/26.

Ahmed Saifuddin Chowdhury
Managing Director
Dhaka - 1000

Handwritten notes in Bengali script, including 'মোঃ জাহাঙ্গীর হোসেন'.

Mahammad Shafiqul Islam
870 Mahammad Shafiqul Islam
Address KA - 10113 Karacka
ND Pur Bankum - 2 Dhaka - 1212

Signature of the Registrar General, dated 05/08/26.

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পঞ্চাশ টাকা

কব ২৯০০৩৪২



LECTURE PUBLICATIONS LTD.

CHAIRMAN

Ahmed Sairuddin Chowdhury

Ahmed Sairuddin Chowdhury
Managing Director & CEO
Bangladesh General Insurance Co. PLC
42, Dilkusha C/A, Dhaka-1000

WHEREAS, the party of the First Part is engaged in various types of publication business, having required capabilities and adequate skills in its concerned field of activities is qualified and capable to be the Sponsor of an Open-End Mutual Fund.

AND WHEREAS, the party of the Second part is leading private sector first generation general insurance company so far engaged in insurance activities and is qualified and capable to act as the Trustee of a mutual fund.

NOW, THEREFORE, with the intent to create an investment product for the benefit of the investors, and development of the capital markets of Bangladesh and in consideration of mutual covenants and arrangements hereinafter set forth, it is hereby mutually agreed between the parties hereto as follows:

1. OBJECTIVES

TO CREATE A TRUST TO LAUNCH AN OPEN-END MUTUAL FUND IN THE BANGLADESH CAPITAL MARKET WITH THE NAME AND TITLE OF "SEML LECTURE EQUITY MANAGEMENT FUND" UNDER THE TERMS OF THIS DEED AS DETAILED HEREINAFTER:

- 1.1 The Open-End Mutual Fund shall be constituted in the form of a trust created by virtue of this Deed of Trust in accordance with the provisions of Trust Act, 1882 (Act II of 1882) and under the provisions of the বাংলাদেশ সিকিউরিটিজ অ্যান্ড এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা ২০২৫ (hereinafter referred to as the বিধিমালা)

“দেশপ্রেমের শপথ নিন, দুর্বীতিকে বিদায় দিন”

16 MAR 2024

স্বাক্ষরিত



মোঃ জাহাঙ্গীর হোসেন
স্বাক্ষরিত
সরকারী অনুমোদিত
লাইঃ ১০৫/২০০০
মতিঝিল, ঢাকা-১০০০

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Fee Paid

Article F (1): ১০০০
Article F (2): ২০০
Article G (a): ১৫০
Article G (b): ১১৮০
Article G (g): ২০০
Value of Stamp Supplied: ২০০
Value of Cartridge Paper: ২০০

Total Cost of Copy: ২০০০

Copy Prepared Sealed Signed
and Delivered to The Applicant

Mr. মোহাম্মদ হোসেন
১৫/০৮/২০২৪ Dt. ১৫/০৮/২৪

সাব-রেজিস্ট্রার সূত্রাপুর
ঢাকা

০৭/০৮/২৪

স্বাক্ষরিত

১৫/০৮/২৪



LECTURE PUBLICATIONS LTD.

Sol. Samir
CHAIRMAN

Sol. Ahmed
Ahmed Saifuddin Chowdhury
Managing Director & CEO
Bangladesh General Insurance Co. PLC
-42, Dilkusha C/A, Dhaka-1000

- 1.2 This instrument of trust shall be registered duly under the provisions of the Registration Act, 1908 (Act no. XVI of 1908).
- 1.3 The party of the First Part shall Sponsor the Open-End Mutual Fund for the general investors, both individual and institutional.
- 1.4 The party of the Second Part shall act as the Trustee of the Open-End Mutual Fund to be sponsored by the parties of the First Part under the provision of the বিধিমালা.
- 1.5 Strategic Equity Management Limited (SEML), having its registered office at Rangs RL Square, Plot Kha 201/1, 203, 205/3, Bir Uttam Rafiqul Islam Ave, Dhaka 1213, and corporate office at Finance Square, Level - 14, Plot-22/A, Road No-102 & 103, Block-CEN(D), Gulshan, Dhaka - 1212 shall be the Asset Management Company or Asset Manager of the mutual fund under the provisions of the বিধিমালা,
- 1.6 The Asset Management Company shall conceive, design, structure, and manage the mutual fund sponsored by the party of the First Part under the Trusteeship of the party of the Second Part as per the provisions of the বিধিমালা,
- 1.7 Commercial Bank of Ceylon PLC, having its registered office at Hadi Tower, NW(J)-1, Road-50, Kemal Ataturk Avenue, Gulshan-2, Dhaka-1212 shall be the CUSTODIAN of the Fund as per the বিধিমালা and the Asset Management Company shall, subject to the approval of the Trustee, enter into an agreement with the Custodian for such services to the Fund in exchange of agreeable fees.
- 1.8 This Trust Deed shall constitute the basis of the Investment Management Agreement (IMA) of the Fund, as provided for in the বিধিমালা,
- 1.9 The Asset Management Company shall start operation of the Fund in the capital market of Bangladesh, on approval from the Regulatory Authority under the applicable law, rules, regulations, etc.,
- 1.10 The parties of the First Part, i.e. the Sponsor has on the effective date made over to the Fund a sum of Tk 5,00,00,000.00 (Five Crore) to initiate the mutual fund i.e.(SEML Lecture Equity Management Fund).
- 1.11 The Trust Fund shall be a body corporate with powers to acquire, hold and dispose of property and to enter into contract and may sue and may be sued in its own name. The Asset



Management Company shall perform the management activities of the Fund and all obligations and responsibilities mentioned in the name of the Fund shall be considered

to be accomplished by the Asset Management Company on behalf of the Fund.

2. GENERAL PROVISIONS

2.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Trust Deed Agreement shall have the following meanings, namely: -

- 2.1.1 “বিধিমালা” means the বাংলাদেশ সিকিউরিটিজ অ্যান্ড এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা ২০২৫;
- 2.1.2 “Applicable Law” means the laws and any other instrument having the force of law in Bangladesh as they may be issued and remain in force from time to time;
- 2.1.3 “Asset Management Company” or “Asset Manager” or “AMC” means the . Strategic Equity Management Limited (SEML);
- 2.1.4 “Central Depository” or “CDBL” means Central Depository Bangladesh Ltd. established under the ডিপজিটরি আইন, ১৯৯৯ (১৯৯৯ সনের ৬নং আইন);
- 2.1.5 “MD & CEO” means the Managing Director and Chief Executive Officer;
- 2.1.6 “Custodian” means the (name of the Custodian);
- 2.1.7 “Deed” or “Trust Deed” or “Agreement” means this Deed of Trust between the parties of the First and Second part;
- 2.1.8 “Effective Date” means the date of registration of this Trust Deed;
- 2.1.9 “Government” means the Government of the People’s Republic of Bangladesh;
- 2.1.10 “Guardian” means the Trustee of the SEML LECTURE EQUITY MANAGEMENT FUND;
- 2.1.11 “Mutual Fund” means any collective investment scheme formed as an independent legal entity in the form of a trust and registered with the Commission, which, for the purpose of carrying out investment activities in specified objectives, types, and sectors in accordance with rule 67 of the বিধিমালা, raises funds from



the public through the sale of units under one or more schemes; and shall also include Exchange Traded Funds (ETFs).

- 2.1.12 “Net Assets Value (NAV)” means the excess of assets over liabilities of the Fund, computed in the manner specified in the বিধিমালা;
- 2.1.13 “Net Asset Value (NAV) Per Unit” means per unit value of the Fund arrived at by dividing the net Assets value by the number of units outstanding of the Fund;
- 2.1.14 “Party” means any party of the First or the Second part, as the case may be;
- 2.1.15 “Regulatory Authority” means the Bangladesh Securities and Exchange Commission (BSEC);
- 2.1.16 “Scheme” means the SEML LECTURE EQUITY MANAGEMENT FUND;
- 2.1.17 “Commission” or “BSEC” means the Bangladesh Securities and Exchange Commission;
- 2.1.18 “Sponsor” means LECTURE PUBLICATIONS LIMITED;
- 2.1.19 “Trust” means the Unit Trust constituted by this Trust Deed in accordance with the provisions of the Trust Act, 1882 (Act II of 1882);
- 2.1.20 “Trustee” means the Bangladesh General Insurance Company PLC (BGIC);
- 2.1.21 “Unit” means the interest of investors in a mutual fund scheme, representing the smallest equal unit or fraction that constitutes an undivided portion of the assets of such scheme.
- 2.1.22 “Unit holder or owner” means the owner of units of a mutual fund scheme.
- 2.1.23 In this Deed, except where the context otherwise requires, the singular shall include the plural and the vice versa and any gender shall include any other gender and the words and expressions have the similar meaning assigned so by the বাংলাদেশ সিকিউরিটিজ অ্যান্ড এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা ২০২৫;
- 2.1.24 Any words or expressions used in the বিধিমালা that have not been defined herein shall have the meanings assigned to them in the Trust Act, 1882 (Act No. II of 1882), the Registration Act, 1908 (Act No. XVI of 1908), the Securities and Exchange Ordinance, 1969 (Ordinance No. XVII of 1969), ব্যাংক কোম্পানি আইন, ১৯৯১



(১৯৯১ সনের ১৪ নং আইন), বাংলাদেশ সিকিউরিটিজ অ্যান্ড এক্সচেঞ্জ কমিশন আইন, ১৯৯৩ (১৯৯৩ সনের ১৫ নং আইন), কোম্পানি আইন, ১৯৯৪ (১৯৯৪ সনের ১৮ নং আইন), ডিপজিটরি আইন, ১৯৯৯ (১৯৯৯ সনের ৬ নং আইন), বীমা আইন, ২০১০ (২০১০ সনের ৬ নং আইন) এবং ফাইন্যান্স কোম্পানি আইন, ২০২৩ (২০২৩ সনের ৫৯ নং আইন) and in any rules or regulations issued thereunder, as the case may be.

2.1.25 “Trust Property” means the property specified in the schedule to this Deed of Trust.

2.2 Relations between the Parties

2.2.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the parties hereto.

2.3 Governing Law

2.3.1 The terms of this Deed shall not be amended without the prior approval of the unit holders of the Scheme of the Fund by simple majority of the present unit holders at a meeting called for the purpose of amendment with 15 days notice and without the prior approval of the Commission and this Deed, its meaning and interpretation, and the relation between the parties shall be governed by the applicable laws, rules and regulations and customs and practices of the capital market and Bangladesh Securities and Exchange Commission (BSEC).

2.3.2 Notwithstanding anything contained in this Trust Deed any amendment in the form of rectification, suspension, addition, deletion or revocation of any terms or clause or provision of this Deed at any time, prior or subsequent to registration of this Deed, ordered and enforced by the Bangladesh Securities and Exchange Commission (BSEC) shall be deemed to have been incorporated in the Deed and such provisions in the Deed shall stand amended to the extent of the inconsistency as if it has been effected by the parties hereto without prejudice to the rights for appeal of the parties.

2.4 Registered & Corporate Address

2.4.1 The registered Address of the Trustee shall be the office of Bangladesh General Insurance Co. PLC. (BGIC) at 42, Dilkusha C/A, Dhaka-1000, Bangladesh, and the registered office of Strategic Equity Management Limited Rangs RL Square, Plot Kha 201/1, 203, 205/3, Bir Uttam Rafiqul Islam Ave, Dhaka 1213. The



corporate address of the Trustee shall be the office of 42, Dilkusha C/A, Dhaka-1000, Bangladesh, and the corporate office of AMC shall be Finance Square, Level - 14, Plot-22/A, Road No-102 & 103, Block-CEN(D), Gulshan, Dhaka – 1212.

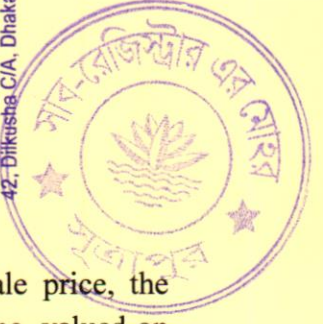
3. THE FUND

3.1 Main Features of the Fund

- 3.1.1 There shall be one Scheme of the Fund namely “SEML LECTURE EQUITY MANAGEMENT FUND”
- 3.1.2 The Fund shall be an open-ended in nature and the initial target size of the Scheme shall be Tk. 500,000,000.00 (Taka Fifty Crore) which may be increased from time to time by the Asset Management Company with due approval of the Trustee and notification to the Commission.
- 3.1.3 A registration fee as payable to the Commission under the বিধিমালা for establishing the Fund and for registration of this Deed shall be paid from the Fund by the Asset Management Company.
- 3.1.4 The FIRST PART has provided 10 (ten) percent as the minimum subscription amount of the Fund equal to a sum of 5,00,00,000.00 (Five Crore Only) on effective date and the rest shall be raised by the Asset management Company through sale of unit certificates as per the Rules of the Authority.
- 3.1.5 The Asset Management Company may constitute, organize, manage the Fund and will issue the unit certificates in any denomination of the par value of Tk. 10 (Taka Ten) each.
- 3.1.6 The Asset Management Company shall calculate the Net Asset Value (NAV) per Unit at cost and fair value on every trading day as per formula prescribed in the বিধিমালা and disclose the same as per the manner prescribed in the বিধিমালা.
- 3.1.7 The asset manager shall, at the beginning of each trading day, determine the per unit sale price and surrender/repurchase price and disclose the same as per the manner prescribed in the বিধিমালা.

While determining the per-unit sale price and repurchase/surrender price of any scheme of an open-ended mutual fund, the asset manager shall ensure that the difference between the sale price and the repurchase price does not exceed three percent (03%) of the sale

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price, and in determining the per-unit sale price, the latest per-unit net asset value of the scheme, valued on the basis of fair value, shall be taken into consideration;

Provided further that the difference between the per-unit sale price and the net asset value of any scheme shall not exceed two percent (02%) of the per-unit net asset value determined on the basis of fair value.

- 3.1.8 The asset manager shall, subject to the approval of the concerned Trustee, publish on its own website the method for determining the repurchase price of any scheme of an open-ended mutual fund and the policy relating to the time of payment thereof:

Provided that the time for refunding the repurchase proceeds to the unit holder shall not exceed three (03) trading days;

Provided further that any request/application for surrender of units of an open-ended scheme shall be settled in the order in which such requests/applications are received;

Provided further that the unit holder shall be entitled to receive the surrender price applicable on the date on which he/she submits the request/application for surrender of units.

- 3.1.9 The unit holders may surrender their unit certificates during the business hour as specified by the Asset Management Company. The Fund shall be liable to repurchase the units at the surrender/repurchase value determined by the Asset Management Company.

- 3.1.10 In case of holidays the Asset Management Company shall notify the Unit holders and the prospective investors about the days of operation of the Fund in a manner which they may deem fit.

- 3.1.11 For preparation of audited financial statements, sale and repurchase of unit certificates by Asset Management Company shall remain closed during the month of July of every financial year unless the Commission decides otherwise.

3.2 Investment Policy

- 3.2.1 As per বিধি ৬৭ of the বাংলাদেশ সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০২৫, the fund shall only invest the collected money in the following instruments;

- i. Securities listed in the main board and SME board of exchanges;



- ii. IPO, QIO for main board and SME board of exchanges;
- iii. RPO, RQIO, and Right Offer of the securities listed in main board and SME board of exchanges;
- iv. Government Securities;
- v. Debt securities or Shariah-based securities listed on any board or platform of a stock exchange with a minimum credit rating of "A". If at any time, the credit rating of such debt securities falls below "A", the fund shall liquidate the investment within the next six (6) months.

Provided that no investment shall be made in any securities that are de-listed from the main board of a stock exchange or traded in the Over-the-Counter (OTC) market, in any equity securities traded on the ATB platform, or in any non-listed securities:

Provided further that, if any security listed on the main board of a stock exchange is de-listed after investment and is transferred for trading in the OTC market or on the ATB platform, such investment shall be withdrawn or liquidated within six (6) months from the date of such transfer or de-listing.

- 3.2.2 A detailed report relating to the Composition of Portfolio arising from the investment of the scheme's funds shall be submitted to the Commission on a quarterly basis, in the format prescribed by the Commission from time to time.
- 3.2.3 All money collected under the Fund shall be invested only in en-cashable /transferable instruments, securities whether in money market and/or capital market.
- 3.2.4 The Fund shall get the securities purchased or transferred in the name of the Fund.
- 3.2.5 Only the Asset Management Company will make the investment decisions and place orders for securities to be purchased or sold for the Scheme's portfolio.

3.3 Investment Restriction

- 3.3.1 The fund shall not, for any purpose, provide any loan or advance;
- 3.3.2 The fund shall not borrow funds or obtain any loan for the purpose of making investments.
- 3.3.3 The fund shall not invest more than ten percent (10%) of its total assets (based on cost value) in the shares of any single company.
- 3.3.4 The fund shall not invest more than twenty-five percent (25%) of its total assets (based on cost value) in the