

TRUST ACCOUNT
NUMBER

DO YOU AGREE?

KNOW ALL MEN BY THESE PRESENTS:

This Agreement by and between, [redacted] of legal age,
with residential address at [redacted]

herein referred to as "PRINCIPAL", and Philippine Bank of Communications, a commercial bank duly organized and existing under and by virtue of the laws of the Republic of the Philippines and authorized to perform Trust and other fiduciary functions under such laws through its Trust and Wealth Management Group, with principal office at PBCOM Tower, Ayala Avenue corner V.A. Rufino Street, Makati City, represented herein by the undersigned duly authorized for this purpose and hereinafter referred to the "INVESTMENT MANAGER".

WITNESSETH:

WHEREAS, the Principal desires to avail of the services of the Investment Manager relative to the management and investment of the Principal's investible funds;

WHEREAS, the Investment Manager is willing to render the services required by the Principal relative to the management and investment of the Principal's investible funds, subject to the terms and conditions hereinafter stipulated;

NOW THEREFORE, for and in consideration of the foregoing and of the mutual conditions stipulated hereunder, the parties hereto hereby agree and bind themselves to the following terms and conditions:

1. INVESTMENT PORTFOLIO

- a. DELIVERY OF THE FUND. Upon execution of this Agreement or upon the actual delivery of the fund or securities based on the requirements of the Investment Manager, the Principal hereby delivers initially to the Investment Manager in cleared funds or transfer assets/securities in the amount of: [redacted] Php
- b. COMPOSITION. The cleared funds which the Principal has delivered to the Investment Manager as well as such securities in which said sums are invested, the proceeds, interest and dividends and all earnings realized from the management, investment and reinvestment thereof, shall constitute the managed funds and shall hereafter be designated and referred to as the "Portfolio." For the purpose of this Agreement, the term "securities" shall be deemed to include commercial papers, shares of stocks, corporate bonds, securities issued or guaranteed by the Philippine government and other financial instruments.
- c. ADDITIONAL DELIVERY OF FUNDS. At any time hereafter and from time to time at the discretion of the Principal, the latter may deliver additional funds to the Investment Manager, which shall form part of the Portfolio and shall be subject to the same terms and conditions of this Agreement. Only physical delivery to the Investment Manager of cleared funds and/or securities properly documented will be required for any addition to the Portfolio. Additional sums is to be held by the Investment Manager for the benefit of the Principal and invested in accordance with the Principal's directions which may, at any time and from time to time, to be given to the Investment Manager in writing in subsequent instrument.

2. DUTIES OF THE PRINCIPAL

- a. ADVICE. The Principal is not relying upon any advice (whether written or oral) from the Investment Manager relating to this Agreement, the establishment of this investment account or suitability thereof for the Principal's purpose(s) other than any representation expressly set forth in this Agreement;
- b. DECISIONS. The Principal has made and will continue to make his own decisions regarding the entering into of any transaction under this Agreement based upon his own judgement and upon advice from such professional advisers as he deems necessary to consult. Such decisions will be supported by a duly executed Letter of Instruction by the Principal at all times;
- c. UNDERSTANDING. The Principal understands the terms, conditions and risks of each transaction and is willing to assume (financially and otherwise) those risks; and
- d. ACTING AS PRINCIPAL. The Principal has entered into this Agreement and will enter into each transaction and execute such other documentation relating to this investment account, as principal and not as agent or in any other capacity, fiduciary or otherwise.

3. NATURE OF THIS AGREEMENT

This Agreement is an agency and not a Trust agreement. As such, the Principal shall at all times retain legal title to funds and properties subject of this arrangement.

This arrangement does not guarantee a yield, return or income by the Investment Manager. Past performance of the account is not a guarantee of future performance and the income of investments rise or fall depending on prevailing market conditions.

This Agreement is not covered by the Philippine Deposit Insurance Corporation (PDIC) and losses, if any, shall be for the account of the Principal.

4. POWERS OF THE INVESTMENT MANAGER

The Investment Manager is hereby conferred the following powers:

- a. To invest or reinvest the Portfolio in (1) Evidences of indebtedness of the Republic of the Philippines and of the BSP, and any other evidences of indebtedness or obligations the servicing and repayment of which are fully guaranteed by the Republic of the Philippines or loans against such government securities; (2) Loans fully guaranteed by the Republic of the Philippines as to the payment of principal and interest; (3) Loans fully secured by a hold- out on, assignment or pledge of deposits maintained either with the bank proper or other banks, or of deposit substitutes of the bank, or of mortgage and chattel mortgage bonds issued by the Investment Manager ; (4) Loans fully secured by real estate or chattels in accordance with Section 37 and 38 R.A. No. 8791 and subject to the requirements of Sections 39 and 40 of R.A. No. 8791 and (5) Such other investments or loans as may be directed or authorized by the Principal in a separate written instrument which shall form part of this Agreement. Provided that, said written instrument shall contain the following minimum information: (a) the transaction to be entered into, (b) borrower's name; (c) the amount involved, and (c) the name of the issuer, in case of securities and/or the name of the borrower, in case of loans; and (d) collateral security(ies),if any.
- b. To endorse, sign or execute any and all securities, documents, or contracts necessary or connected with the exercise of the powers hereby conferred or the performance of the acts hereby authorized;
- c. To cause any property of the Portfolio to be issued, held or registered in the name of the Principal or of the Investment Manager, provided that in case of the latter the instrument shall indicate that the Investment Manager is acting in a representative capacity and that the Principal's name is disclosed thereat;
- d. To open and maintain a savings or current account as may be considered necessary from time to time in the performance of the agency and the authority herein conferred upon the Investment Manager;
- e. To collect and receive proceeds of matured securities, dividends, profits, interest and all other sums accruing to or due to the Portfolio;
- f. To pay such taxes as may be due in respect of or on account of the Portfolio or in respect of any profit, income or gains derived from the sale or disposition of securities or other properties constituting part of the Portfolio;
- g. To pay out of the Portfolio all transaction costs, charges and expenses incurred in connection with the investments or the administration and management of the Portfolio including the compensation of the Investment Manager for its services relative to the Portfolio; and
- h. To perform such other acts or make, execute and deliver all instruments necessary or proper for the exercise of any of the powers conferred herein or to accomplish any of the purposes hereof.

5. LIABILITY OF THE INVESTMENT MANAGER

- a. **EXEMPTION FROM LIABILITY.** In the absence of fraud, bad faith or gross or willful negligence on the part of the Investment Manager or any person acting in its behalf, the Investment Manager shall not be liable for any loss or damage to the Portfolio arising out of or in connection with any act done or performed or caused to be done or performed by the Investment Manager pursuant to the terms and conditions herein agreed, to carry out the powers, duties and purposes for which this Agreement is executed.
- b. **ADVICE OF COUNSEL.** The Investment Manager may seek legal advice with respect to any matter concerning the Portfolio. Any action taken or suffered in good faith by the Investment Manager as a result of the legal consultation shall be conclusive and binding upon the Principal, and the Investment Manager shall be fully protected from any liability suffered or caused to be suffered by the Principal by virtue hereof.

6. ACCOUNTING AND REPORTING

- a. **RECORDS AND ACCESS.** The Investment Manager shall maintain accurate and detailed records of all investments, receipts, disbursements and other instructions of the Principal related to the Portfolio. The Principal or his authorized representative shall have access to and may inspect such books of accounts and other records related to the Portfolio, including the securities held in custody by the Investment Manager for the Portfolio.
- b. **REPORTING REQUIREMENTS.** The Investment Manager shall prepare the reports on a quarterly basis and made available to the Principal within twenty (20) calendar days at the end of every quarter to the Principal. Said report shall be deemed conclusive should there be no objections expressed by the Principal to the Investment Manager, within thirty (30) banking days from the date of receipt by the Principal. The Investment Manager shall be considered released and discharged as to all items, matters and things set forth in such report/accounting. For Non-Discretionary Accounts, the report consists of Schedule of Earning Assets. For Discretionary Accounts, the reports consist of (a) Balance Sheet, (b) Income Statement; (c) Schedule of Earning Assets, (d) Investment Activity Report, (e) Return of Investment) and (f) Such other reports as may be required by the Principal.
- c. The Investment Manager, in addition to the reimbursement of its expenses and disbursements in the administration and management of the Portfolio including counsel fees, shall be entitled to receive an initial management fee of % per annum based on of the Face Value or Principal Amount or Month-end Market Value or Monthly Average Market Value. Management/Trust Fee to be collected from the account is inclusive of the maintenance fees to be paid to the BSP-accredited third party custodian contracted by the Investment Manager. The above fee may be reviewed from time to time and any changes to the initial Trust fee must be agreed upon on a mutually by both parties. In all cases, the Investment Manager shall have first lien on the Portfolio for the payment of management fees and other reimbursable expenses.

7. WITHDRAWALS FROM THE PORTFOLIO

- a. **WITHDRAWAL OF INCOME/PRINCIPAL.** Subject to availability of funds, the Principal may withdraw the income or principal of the Portfolio or portion thereof upon the Principal's written instruction or order given to the Investment Manager, provided that the effect of such withdrawal shall not breach the minimum required maintaining balance of PHP1,000,000. At any time that the Portfolio falls below PHP1,000,000 and in case of full withdrawal of funds, this Account shall automatically terminate, without need of any further act or notice, unless the reduction of the Portfolio below PHP1,000,000 is due to marked to market movements. The Investment Manager is under no duty or obligation to see the application of the income and principal so withdrawn from the Portfolio. Depending on the extent of discretion given by the Principal to the Investment Manager, any income of the Portfolio not withdrawn shall be accumulated and added to the principal of the Fund for further investment and reinvestment.
- b. **NON-ALIENATION OR ENCUMBRANCE OF THE PORTFOLIO OR INCOME.** During the effectivity of the Agreement, the Principal shall not assign or encumber the Portfolio or its income or any portion thereof in any manner whatsoever to any person or entity without the written consent of the Investment Manager.

8. UNDERTAKING

- a. **FUNDS.** The Principal is bound by the provisions of Republic Act No. 9160 otherwise known as the "Anti-Money Laundering Act of 2001", as further amended by Republic Act No. 10365; and, the policies, rules and regulations issued by the Bangko Sentral ng Pilipinas (BSP) in its implementation; and, hereby represents and warrants that the Portfolio and/or additional funds contributed hereto are not in any way derived from illegal activities, including drug trafficking, terrorism, organized crime, fraud and other crimes. In this connection, the Investment Manager shall be indemnified by the Principal and from any misrepresentation of the Principal that may subject Investment Manager to any legal and regulatory citation or penalty.
- b. **CHANGE IN CIRCUMSTANCES.** The Principal undertakes that it shall immediately advise the Investment Manager of any change in circumstances, including but not limited to change of country or residence, which may cause changes to the tax treatment of the funds and/or assets held by the Investment Manager.

9. JOINT ACCOUNTS

- a. The Principals agree that for Joint "and" Accounts, the signatures of all co-Principals are required for all transactions relating to this Investment Management Account.
- b. For Joint "and" and Joint "or" Accounts, the Principals agree to be governed by the following terms and conditions:
 - i. Each Principal who is a signatory of this Investment Management Account will be treated by PBCOM TWMG as a Co-Principal of such joint account.
 - ii. Each of the Co-Principals represent that they are of legal age, and has the capacity to enter into legally binding contracts.
 - iii. Notice to any one of the Principals shall be deemed sufficient notice to all.
 - iv. All instructions, notices or communications, directions and transactions, to be made by any one of the Principals is deemed to be with the consent of the other co- Principals.
 - v. Absence of any instructions to the contrary, the co-Principals authorize PBCOM TWMG to:
 - place to the credit based on the Principals' joint names all amounts, including dividends, coupon, interest and face amount sums arising from securities or proceeds of checks or bills received or collected by PBCOM TWMG for the credit of any of the Co-Principals in the elected settlement account provided by any of the Co-Principal/s;
 - deliver, upon the instructions of either of the co-Principals, any securities held in their joint names

10. TAXES

It is understood that liability for present and future taxes as may be imposed by law shall be for the account of the Principal. The Principal agrees and authorizes the Investment Manager to pay out or withhold from the Portfolio, all taxes due, including penalties and/or surcharges, that may be charged or assessed by reason of or by virtue of any change in the law or regulations or a change in the interpretation of the law or regulations.

11. EFFECTIVITY AND TERMINATION

- a. This Agreement shall become effective upon its execution by both the Principal and the Investment Manager and shall continue to be in full force and effect unless notice of termination is given by one party to the other at least thirty (30) banking days in advance of effectivity. However, where additional information, as required, cannot be obtained, or any information or document provided is false or falsified, or result of the validation process is unsatisfactory, the Investment Manager shall immediately close the account and refrain from further conducting business relationship with the Principal.
- b. **TERMINATION.** From the date of receipt by the Investment Manager of the written notice of termination of this Agreement, or the serving of such notice by the Investment Manager to the Principal, as the case may be, the Investment Manager shall not make any further investments unless otherwise instructed in writing by the Principal. In consideration of the Withdrawals from the Portfolio as set forth in the foregoing section, if the withdrawal falls below the required balance as required by regulators and the intention of the Principal is to terminate the agreement, this account shall automatically terminate without need of any further act or notice.

- c. POWERS UPON LIQUIDATION. The powers, duties and discretion conferred upon the Investment Manager by virtue of this Agreement shall however continue for the purpose of liquidation of the Portfolio until final delivery thereof to the Principal.

d. ACCOUNTING OF TRANSACTION. Within fourteen (14) calendar days after the termination of this Agreement, the Investment Manager shall submit to the Principal or the administrator or executor or receiver an accounting of all transactions effected by it since the last report up to the date of termination. Upon expiration of thirty (30) calendar days from the termination of this Agreement, the Investment Manager shall forever be released and discharged from all liability and accountability to anyone with respect to the Portfolio or the propriety of its acts and transactions shown in such accounting except with respect to those objected to in writing by the Principal within the said thirty (30) calendar day period.

e. REMITTANCE OF NET ASSETS OF THE PORTFOLIO. Upon termination of the Agreement, the Investment Manager shall turn over all assets of the Portfolio which may or may not be in cash to the Principal less the payment of the fees provided in this Agreement in carrying out its functions or in the exercise of its powers and authorities.

12. DISCLOSURE OF INFORMATION

The Principal agrees, consents and authorizes the Investment Manager to make disclosure, without need of notice, of necessary information about the Principal and/or relating to the Principal's Investment Portfolio to the (i) issuer, withholding tax agents, fund providers or their designated representatives, as may be necessary in the performance of its functions and obligations under the appropriate laws and regulations; or (ii) third persons and entities to facilitate administration and implementation of the Principal's Portfolio; or (iii) any government regulatory agencies.

13. COOLING OFF PERIOD

Pursuant to BSP Circular Nos. 857 (Series of 2014) and 898 (Series of 2016), the Principal, if he/she is a natural person, is entitled to cancel his/her investment within two (2) banking days ("Cooling Off Period") from the date of execution of this agreement. This provision shall cover investments that have a remaining term equal to or beyond one (1) year including, but not limited to government securities, corporate bonds, and LTNCDs.

If the Principal wishes to exercise his/her right to cancel the investment, the Principal shall inform the Investment Manager through a written notice to cancel which must be duly received by the Investment Manager within the prescribed Cooling Off Period. As a result of the execution of the Cooling Off Provision, the Principal understands that the cancellation of the investment will have corresponding mark to market cost based on existing market rates that will be borne by the Principal, including any other processing fees/charges (i.e., RTGS, etc.). After the expiration of the Cooling Off Period, the Principal understands and acknowledges that the right to cancel the investment under the aforementioned BSP circulars shall also expire and the terms and conditions of the agreement on cancellation, including pre-termination fees and penalties, if any, shall apply.

14. GOVERNING LAW AND VENUE

This Agreement and all amendments, including matter of interpretation shall be governed by the laws of the Republic of the Philippines. The parties agree to use best efforts to amicably resolve any dispute arising out of or relating to this Agreement. In the event of failure to resolve the dispute through an agreed upon alternative means of dispute resolution, the parties hereto expressly submit to and unconditionally accept the exclusive jurisdiction of the trial courts of Makati City, in all matters relating to this Agreement.

This Agreement or any specific amendment hereto constitute the entire Agreement between the parties, and the Investment Manager shall not be bound by any representation, agreement, stipulation or promise, written or otherwise, not contained in this Agreement or incorporated herein by reference or amendment except by pertinent laws, circulars, or regulations issued by the Government or its agencies. No amendment, novation, modification or supplement of this Agreement shall be valid or binding unless in writing and signed by the parties hereto.

By providing my/our personal data and signing this Form, I am giving my consent to the PBCOM TMWG and its authorized representatives and accredited service providers to collect, use, process, dispose, and protect my personal data contained in this Form and in any related documents and forms, whether given manually or electronically, for any legitimate business purpose of the PBCOM TMWG, including but not limited to profiling, data sharing, direct marketing, and commercial communications.

The parties have hereunto signed this Agreement at _____ Philippines on this _____ day of _____ 20____.

PLEASE SIGN HERE.

PBCOM TMWG AS INVESTMENT MANAGER

SIGNATURE OVER CLIENT'S PRINTED NAME

PBCOM TMWG AS INVESTMENT MANAGER

SIGNATURE OVER CLIENT'S PRINTED NAME

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