

TRUST ACCOUNT  
NUMBER

DO YOU AGREE?

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, made and executed this  day of , 20  by and between:

NAME OF TRUSTOR/S

ADDRESS

Hereinafter referred to as the "Trustor/s"

-and-

Philippine Bank of Communications – Trust Group, a corporation 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, with principal office address at 6795 Ayala Avenue corner V.A. Rufino Street, Makati City, hereinafter referred to as the "TRUSTEE";

WITNESSETH:

WHEREAS, the TRUSTOR/S desire/s to participate in the PBCOM BEST BALANCED FUND (the "Fund"), a unit investment trust fund established and administered by the TRUSTEE under and subject to the terms and conditions of a Declaration of Trust (the "Plan Rules") approved by the TRUSTEE's Board of Directors and by the Bangko Sentral Ng Pilipinas, as may be amended from time to time in accordance with the Plan Rules and existing regulations;

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Participation and Redemption – Participation in the Fund and redemption of such participation shall be allowed only on the basis of net asset value of each participating unit (the "NAVpu") determined in accordance with the Plan Rules. The TRUSTOR's investment in the fund shall be expressed in terms of number of units of participation as appearing in the TRUSTOR's Confirmation of Participation.

As his/their participation, the TRUSTOR/S shall transfer, convey, and pay unto the TRUSTEE, in Philippine Pesos, the amount representing the value of the units indicated in the TRUSTOR'S Confirmation of Participation.

The TRUSTOR/S may redeem his/their participation by surrendering his/their Confirmation of Participation to the TRUSTEE. Participation and redemption shall be allowed only at such frequency and at such times as provided in the Plan Rules.

Initial participation to the Fund shall require the Trustee to conduct client suitability assessment which the Trustor/s should acknowledge & sign.

Initial Participation Amount

 (Php )

2. Administration and Investment of Fund – The Fund, which is the pool of trust funds from the participating trustor/s, shall be managed, administered and invested by the TRUSTEE under the operation of the Plan Rules..
3. Disclosure of Investment Outlets – The TRUSTEE shall make available for review by any interested participant a list of prospective and outstanding investment outlets for the Fund, which list shall be updated quarterly.
4. Compensation – As compensation for the TRUSTEE's services, it shall be entitled to compensation as provided in the Plan Rules.
5. Liability of TRUSTEE – Save that attributable to the TRUSTEE's fraud, bad faith, gross or willful negligence, the TRUSTEE shall not be liable for any loss or depreciation in the value of the Trust Fund or in the value of the TRUSTOR'S units of participation in the PBCOM BEST BALANCED FUND arising from any act done by the TRUSTEE pursuant to the terms hereof and thereof. Neither shall the TRUSTEE be liable for refraining o do any act where such inaction in the good faith judgment of the TRUSTEE is necessary and appropriate for the proper and advantageous administration and management of the Trust Fund.
6. Terms of Agreement – This Agreement shall continue and remain in force until the redemption of the TRUSTOR's participation or upon termination of the Fund in accordance with the Plan Rules or with laws or regulations then existing.
7. Cooling Off Period – Pursuant to BSP Circular Nos. 857 (Series of 2014) and 898 (Series of 2016), the Trustor, 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 this agreement. This provision shall cover UITFs that have underlying investments with a remaining term equal to or beyond one (1) year including, but not limited to government securities and corporate bonds. All discretionary pre-termination penalties such as holding period fees shall be waived.

If the Trustor wishes to exercise his/her right to cancel the investment, the Trustor shall inform the Trustee via written notice to cancel which must be duly received by the Trustee within the prescribed Cooling Off Period. As a result of the cancellation of the participation, the Trustor hereby agrees that any difference in the NAVPU shall be borne by the Trustor. After the expiration of the Cooling Off Period, the Trustor 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.

8. Reference Documents – Incorporated herein by reference re the terms, conditions, rules and regulations in the Plan Rules, and the Confirmation of Participation to be issued pursuant hereto.
9. The TRUSTOR/S acknowledges that this Fund is a trust product and NOT a deposit account or an obligation of, or guaranteed, or insured by PBCOM-Trust and Wealth Management Group or its affiliates or subsidiaries, and therefore is not insured or governed by the Philippine Deposit Insurance Corporation (PDIC). Any income or loss arising from market fluctuations and price volatility of the securities held by the Fund, even if invested in government securities, is for the account of the TRUSTOR/S. As such, units of participation of the investor in the UITF, when redeemed, may be worth more or be worth less than his/her initial investment/contributions. Historical performance, when presented, is purely for reference purposes and not a guarantee of similar future results. The Trustee is not liable for losses, unless upon willful default, bad faith or gross negligence.

By providing my/our personal data and signing this form, I am giving my consent to the PBCOM TWMG 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 TWMG, including but not limited to profiling, data sharing, direct marketing, and commercial communications.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

PBCOM TRUST AND WEALTH MANAGEMENT GROUP AS TRUSTEE

By: (Authorized Signatory)



SIGNATURE OVER TRUSTOR'S PRINTED NAME



SIGNATURE OVER TRUSTOR'S PRINTED NAME



SIGNATURE OVER TRUSTOR'S PRINTED NAME



SIGNATURE OVER TRUSTOR'S PRINTED NAME

PLEASE SIGN HERE.