



IMA No. _____

INVESTMENT MANAGEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Investment Management Agreement ("Agreement"), made and executed this ____ day of _____, 20__, at _____, Philippines, by and between:

_____,
all of legal age, hereinafter referred to as the "**PRINCIPAL/S**";

- and -

RCBC TRUST CORPORATION, a corporation organized and existing under and by virtue of the laws of the Republic of the Philippine laws, duly licensed by the Bangko Sentral ng Pilipinas to engage in trust and fiduciary businesses, with principal office address at 9th Floor, Yuchengco Tower, RCBC Plaza, 6819 Ayala Avenue, Makati City, hereinafter referred to as "**INVESTMENT MANAGER**".

WITNESSETH: That -

WHEREAS, on _____, the PRINCIPAL and the Trust and Investments Group of Rizal Commercial Banking Corporation (RCBC Trust and former INVESTMENT MANAGER) executed an Investment Management Agreement relative to the management and investment of PRINCIPAL's investible funds and covered under IMA Account No. _____;

WHEREAS, on _____, the Bangko Sentral ng Pilipinas (BSP) has approved the spin-off of RCBC Trust to a newly-established Stand-Alone Trust Corporation (SATC) namely RCBC TRUST CORPORATION (herein INVESTMENT MANAGER) and it was granted the license to operate as an SATC on _____;

WHEREAS, the PRINCIPAL has agreed that his/her/their investible funds be managed by the INVESTMENT MANAGER;

WHEREAS, the INVESTMENT MANAGER is willing to render the services required by the PRINCIPAL relative to the management and investment of PRINCIPAL's investible funds, subject to the terms and conditions hereunder 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. **Delivery of the PORTFOLIO.** As on _____, the IMA Account No. _____ has an outstanding investible fund amounting to _____ (_____).

Upon execution of this Agreement or immediately thereafter, the PRINCIPAL may deliver to the INVESTMENT MANAGER additional contributions in the amount of **PESOS//US DOLLAR/THIRD CURRENCY DENOMINATION**.

2. **Composition.** The fund(s) which the PRINCIPAL has delivered or shall deliver to the INVESTMENT MANAGER as well as such securities, properties or assets in which said cash and/or assets will be invested, the proceeds, interest, dividends and income or profits realized from the management, investment and reinvestment thereof, shall constitute the managed funds and shall hereafter be designated and hereinafter referred to as the "PORTFOLIO". Unless the context clearly requires otherwise or unless otherwise specified, the term "portfolio" or "PORTFOLIO" as used herein or in subsequent communications between

the parties hereto shall include both principal and the income of the PORTFOLIO. For purposes of this Agreement, the term "securities" shall be deemed to include commercial papers, shares of stock, financial instruments or other securities as the term is defined or understood under the Securities Regulation Code (Republic Act No. 8799) as the same may be amended or replaced. The PORTFOLIO shall be established and maintained at level/s allowed by the BSP.

3. **Additional Delivery of Funds.** At any time hereafter and from time to time at the discretion of the PRINCIPAL, the PRINCIPAL may deliver additional funds, including foreign currency denomination, to the INVESTMENT MANAGER which shall form part of the PORTFOLIO and shall be subject to the same terms and conditions of this Agreement. No formalities other than a letter from the PRINCIPAL and delivery of such funds to the INVESTMENT MANAGER in a manner acceptable to the latter, whether physical, electronic or in any other manner of delivery not prohibited by law, shall be required for any addition to the PORTFOLIO. The PRINCIPAL fully understands that contributions of funds in foreign currency denomination to the PORTFOLIO shall always be subject to compliance by the PRINCIPAL to the Manual of Regulations on Foreign Exchange Transactions (MORFXT) of the BSP.

4. **Nature of the Agreement. THIS AGREEMENT ESTABLISHES AND CREATES AN AGENCY AND DOES NOT CREATE A TRUST. AS SUCH, THE PRINCIPAL SHALL AT ALL TIMES RETAIN LEGAL TITLE TO THE FUNDS AND ASSETS COMPRISING THE PORTFOLIO.**

Non-Guaranty of Yield, Return or Income. THIS AGREEMENT IS INTENDED TO FACILITATE FINANCIAL RETURN AND THE APPRECIATION OF THE ASSETS COMPRISING THE PORTFOLIO. THIS AGREEMENT DOES NOT GUARANTEE A YIELD, RETURN OR INCOME BY THE INVESTMENT MANAGER. PAST PERFORMANCE OF THE ACCOUNT IS NOT A GUARANTEE OF FUTURE PERFORMANCE. THE INCOME OF THE PORTFOLIO AND ITS INVESTMENTS MAY FALL AS WELL AS RISE DEPENDING ON PREVAILING MARKET CONDITIONS.

Non PDIC Coverage. IT IS UNDERSTOOD THAT THIS AGREEMENT IS NOT A DEPOSIT AND IS NOT COVERED BY THE PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC) AND THAT LOSSES, IF THERE BE ANY, SHALL BE FOR THE ACCOUNT OF THE PRINCIPAL.

5. **Terms and Conditions of Administration.** Subject to the written instructions of the PRINCIPAL, the INVESTMENT MANAGER and its successors, during the effectivity of this Agreement, shall have the sole power and authority to hold, manage, administer, convert, sell, assign, alter, divide, invest and reinvest the PORTFOLIO, without distinction between principal and income. In addition to any other power or authority specified herein and/or expressly conferred upon it by law and subject to the written instructions of the PRINCIPAL, the INVESTMENT MANAGER shall have the power to do all other acts which in its judgment are necessary, reasonable, advisable or desirable for the proper administration and disposition of the PORTFOLIO or to accomplish its purpose, although such powers, rights and acts not specifically enumerated in this Agreement.

6. **Investment Instructions.** The PRINCIPAL shall have direct control and administration of the PORTFOLIO and shall provide its written instructions to the INVESTMENT MANAGER to hold, invest, and reinvest the PORTFOLIO and keep the same invested in peso and/or foreign currency denominated investments, and subject to BSP regulations and the MORFXT, without distinction between principal and income/interest in:

(a) Traditional deposit products of universal banks and commercial banks (UKBs) in the Philippines with long-term credit rating of at least AA- or its equivalent by a third party credit assessment agency recognized by the BSP;

(b) 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 government of the Republic of the Philippines or loans against such government securities;

(c) Loans fully guaranteed by the government as to the payment of principal and interest;

(d) Tradable securities issued by the government of a foreign country or any supranational entity with long-term credit rating of at least AA- or its equivalent by a third party credit assessment agency recognized by the BSP;

(e) Loans fully secured by hold out on, or assignment or pledge of deposits maintained either with the bank proper or other banks, or of deposit substitutes of the bank/institution, or of mortgage and chattel mortgage bonds issued by the INVESTMENT MANAGER;

f) Loans fully secured by real estate or chattels in accordance with Secs. 302-Q, 143-Q (*Credit granting and loan evaluation/analysis process and underwriting standards*) and 301-Q (*Additional requirements*);

g) Securities, whether in the character of debt or equity, such as stocks, whether preferred or common or any other class or character; or in securities issued by private corporations, public corporations or municipal corporations or entities; or in debt instruments or other debt securities such as but not limited to bonds, notes, fixed income securities, commercial papers, banker's acceptances, promissory notes, whether secured or unsecured, repurchase agreements, certificates of participation, money market instruments and other interest bearing securities issued or negotiated by any money market dealer or financial intermediary or institution or by the Republic of the Philippines or any of its instrumentalities, certificates of deposits of banks or of the INVESTMENT MANAGER'S bank; in real or personal property of whatever kind, class or character and wherever situated, as the INVESTMENT MANAGER in its absolute discretion may determine; provided that the INVESTMENT MANAGER may keep any portion of the PORTFOLIO at any particular time in a savings and/or other interest bearing account with its bank; and provided finally that the INVESTMENT MANAGER is authorized to effect any investment or reinvestment of the PORTFOLIO in a common trust fund or any other pooled fund investment allowed under existing banking laws or regulations which the INVESTMENT MANAGER may have established or shall establish;

h) Other investments or loans as may be directed or authorized by the PRINCIPAL in a separate written instrument, provided that said written instrument shall contain the following minimum information (a) the transaction to be entered into; (b) the amount/property involved, (c) the name of the issuer, in case of securities, or the name of the borrower, in case of loans, and (d) the terms of security, including the collateral(s) or security(ies), if any; provided, further that said written instrument may either refer to a specific transaction or may be continuing in nature as may be legally appropriate, however, the PRINCIPAL may give blanket written authority to make investment in government securities or registered commercial papers or other fixed income instruments or certain loans to any of the borrowers in the list approved by the PRINCIPAL;

i) To sell, transfer, lend or assign money or property to or to purchase or acquire property or debt instruments or to invest in equities or in securities as the same is defined under existing securities law issued and/or underwritten by the INVESTMENT MANAGER or to any of its departments, directors, officers, stockholders or employees or relatives within the first degree of consanguinity or affinity, or the related interests of such directors, officers and stockholders; or from any corporation where the INVESTMENT MANAGER owns at least fifty percent (50%) of the subscribed capital or voting stock in its own right, considering the best interest of the PORTFOLIO at all times and in doing so, shall be deemed fully authorized by this Agreement; and,

j) To sell, transfer, assign or lend money or property from one trust or fiduciary account to another trust or fiduciary account.

The PRINCIPAL fully understand that any foreign exchange acquired or received as dividends/earnings or divestment proceeds on such investment are intended for reinvestment abroad, the same proceeds are not required to be inwardly remitted and sold for pesos through authorized agent banks; Provided, that such proceeds are reinvested abroad within two (2) business days from receipt of the funds abroad.

7. Powers and Duties of the INVESTMENT MANAGER. In the administration and management of the PORTFOLIO, subject to the written instruction of the PRINCIPAL, the INVESTMENT MANAGER, in addition to the powers authorized by law, shall have full power and authority to perform any and all of the acts and things:

a) To treat the PORTFOLIO as one aggregate amount, without distinction as to principal or income, for the purpose of investment or reinvestment or to hold it in cash and/or deposit all or any part hereof with the INVESTMENT MANAGER's own savings/current accounts department pending its investment or reinvestment;

b) To retain the PORTFOLIO in Philippine Pesos or convert all or any part thereof to any major currency, subject to existing regulations, the MORNBF and MORFXT, for the purpose of investing the same in (i) any locally established or locally managed collective trust plans or any unit trust funds including those plans or funds established, maintained or managed by the INVESTMENT MANAGER, its branches, offices, subsidiaries or affiliates, when the same appears practicable and for the best interest of the PORTFOLIO or in (ii) any foreign currency denominated investment duly approved by the INVESTMENT MANAGER's Trust Committee.

- c) To cause any property or asset of the PORTFOLIO to be issued, held or registered in the name of the PRINCIPAL or in the name of the INVESTMENT MANAGER, or in the name of a nominee, provided, that in the latter two cases the instrument shall indicate that the INVESTMENT MANAGER or nominee is acting in a representative capacity and that the name of the PRINCIPAL is disclosed thereat;
- d) To exercise any right or privilege inherent or incident to the ownership of stock or property including the right to vote, issue proxies or consent to the reorganization, consolidation, or merger of any corporation, company or entity in which the PORTFOLIO owns shares or has an interest, grant options, exercise conversion rights or privileges, exercise rights to subscribe to or purchase additional securities;
- e) To endorse any and all securities or to prepare, sign, execute and deliver any and all instruments, documents or contracts necessary, proper, incidental to or connected with the exercise of any power or discretion hereunder or subsequently conferred upon the INVESTMENT MANAGER or the performance of acts herein authorized, and further in this regard, the PRINCIPAL hereby irrevocably appoints the INVESTMENT MANAGER as Attorney-In-Fact, with full power and authority to ask, demand, sue for, recover, collect and receive any and all sums of money, debts, due accounts, interests, dividends and other things of value of whatever nature, kind or character as may now be or may hereafter become due, owing, payable or belonging to the PORTFOLIO, and to sue, defend, and take any and all lawful action, ways and means for the recovery thereof by suit, attachment, compromise, settlement, arbitration or otherwise;
- f) To open and maintain a savings and/or checking account as may be considered necessary or convenient from time to time in the performance of the agency and the authority herein conferred upon the INVESTMENT MANAGER;
- g) To collect, receive and issue receipt for the return of matured securities, investments, proceeds, income, profits, interests, payments and all other sums accruing to or due to the PORTFOLIO;
- h) To pay such taxes as may be assessed, imposed or required by law to be withheld or paid in respect or on account of the PORTFOLIO or in respect of any profit, income or gains derived from the investment, sale or disposition of securities or other properties constituting part of the PORTFOLIO and whenever warranted in the opinion of counsel, to litigate, compromise or pay such taxes, and the litigation, compromise or payment of such taxes shall be binding and conclusive upon the PRINCIPAL;
- i) To pay out of the PORTFOLIO all costs, charges, 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;
- j) To commingle the PORTFOLIO with other investment management accounts subject to compliance to all of the following conditions:
- (i) The investment of each of the IMAs in the commingled fund shall at least be P100,000.00;
 - (ii) The commingled funds shall only be invested in (i) securities directly issued by the Philippine National Government; (ii) exchange-traded equities and fixed income securities (including those issued offshore) and commercial papers, Provided, That these securities/papers are registered with the Securities and Exchange Commission (SEC), (iii) securities issued by banks incorporated in the Philippines, except those issued through the trust units, or (iv) securities issued by other sovereigns that are exempt from registration under Section 9(b) of the Securities Regulation Code;
 - (iii) The commingling of funds and the manner of termination of the same shall be specifically agreed in writing by the PRINCIPALS. The INVESTMENT MANAGER shall ensure that the agreement to commingle funds with other IMAs is legally binding and enforceable. Furthermore, the risks associated with commingling of funds, such as market liquidity risk, shall be fully disclosed to the clients;
 - (iv) The INVESTMENT MANAGER shall determine that it possesses the operational capability to manage the IMAs participating in commingled funds. In doing so, the INVESTMENT MANAGER shall undertake an assessment taking the following into consideration: (a) sufficiency of personnel handling commingled IMAs; (ii) capability of existing systems to accurately and readily identify the allocation of each investor in a commingled fund and generate the following information on a per IMA basis, at a minimum: accruals, coupons received, dividends received, mark-to-market gains or losses and required reports; and (iii) ability to conduct periodic reconciliation of relevant records; and

(v) The maximum number of IMAs that can be commingled into one fund shall be determined by the INVESTMENT MANAGER based on its own operational capability to commingle IMAs.

k) To keep and maintain books of account and/or records of the management and operation of the PORTFOLIO;

l) Unless revoked, to open and maintain in my behalf, a securities custodianship agreement with a BSP Accredited Securities Custodian; and

m) To perform such other acts or make, execute and deliver such other instruments necessary or proper for the exercise of any of the powers or authorities conferred herein, or to accomplish any of the purposes hereof.

The INVESTMENT MANAGER is authorized to purchase, invest, reinvest, sell, transfer or dispose foreign currency-denominated financial instruments, including securities as defined in Section 3 of the revised Securities Regulation Code (SRC), through a distributor or underwriter duly authorized or licensed by the government of the issuer of such instruments, or a counterparty financial institution (seller or buyer) authorized in writing by the PRINCIPAL and/or accredited by the INVESTMENT MANAGER; Provided, That, the conduct, documentation, and settlement of any of these transactions shall be outside Philippine jurisdiction.

8. **Degree of Discretion.** The Degree of Discretion which the PRINCIPAL granted to the INVESTMENT MANAGER under this Agreement shall be based on the PRINCIPAL's written directives or limited to specific securities or properties which are expressly stipulated in this Agreement or upon written instruction of the PRINCIPAL.

9. **Exemption from Liability.** Except for fraud, bad faith, willful default, gross misconduct, gross or willful negligence on the part of the INVESTMENT MANAGER or any person acting in its behalf, the INVESTMENT MANAGER shall be held free and harmless from any liability, claim, damage or fiduciary responsibility, cost or expense arising out of or in connection with:

(a) any act done or performed or caused to be done or performed by the INVESTMENT MANAGER pursuant to the terms and conditions herein agreed or in the good faith exercise of any discretion, judgment, power or authority conferred herein or in any subsequent authority granted by the PRINCIPAL to the INVESTMENT MANAGER or in the good faith compliance with the written instructions or directions of the PRINCIPAL delivered to the INVESTMENT MANAGER in accordance with Section 20 of this Agreement (which shall always be for the sole and exclusive account and risk of the PRINCIPAL) and neither shall the INVESTMENT MANAGER be liable for refraining to do any act, where such inaction, in the good faith judgment of the INVESTMENT MANAGER, is necessary or appropriate for the proper and advantageous administration or preservation of the PORTFOLIO; provided, that in the interpretation of this Agreement nothing herein shall be construed as binding the INVESTMENT MANAGER to provide a fixed rate of return and; provided that the grant of a judgment, discretion, power or authority in favor of the INVESTMENT MANAGER shall not in any case be construed as creating, binding or imposing upon the INVESTMENT MANAGER an obligation or duty to exercise the same;

b) any investment made pursuant to this Agreement due to or on account of the default, bankruptcy or insolvency of the borrower or issuer or the broker or dealer handling the transaction or their failure in any manner to comply with any of their obligations under the aforesaid transaction(s) it being understood that, except as indicated above, all investments and reinvestments of the PORTFOLIO shall be strictly for the account and risk of the PRINCIPAL;

c) any default, breach or negligence of any third party in the delivery of valid documents relating to the PORTFOLIO including but not limited to share certificates or in making payments relating to the PORTFOLIO;

d) any and all liabilities and/or damage which may be incurred by the PRINCIPAL in the proper and lawful discharge by the INVESTMENT MANAGER of its power and duties as authorized herein and the INVESTMENT MANAGER shall have a lien on the PORTFOLIO for the amount of such liability, damage or injury incurred and/or sustained by the INVESTMENT MANAGER; and

e) any act, omission or delay done or performed or caused to be done or performed by the INVESTMENT MANAGER in accordance with, pursuant to or in its good faith reliance on: (i) the orders, judgments, decrees or writs issued by courts of competent jurisdiction or directives issued by governmental regulatory agencies, even if, thereafter, such order, judgment, decree, writ, or directive is subsequently reversed, modified, annulled, set aside or vacated; (ii) the advice of lawyers, accountants and other professionals, whether in-house or separately

engaged, in reference to any matter under this Agreement; (iii) the opinion of its in-house signature verifier(iers) based on specimen(s) of signature(s) provided or which will subsequently be provided by the PRINCIPAL or on specimens of the signature appearing in this Agreement; (iv) documents submitted to it, including e-mail instructions, it being understood that the INVESTMENT MANAGER is authorized not to look beyond such documents or determine their genuineness, validity, sufficiency, authenticity or correctness including the correctness of the facts contained in any order, judgment, certification, demand, notice, instrument or other writing delivered to it and may act in reliance upon any instrument or signature believed to be genuine.

The INVESTMENT MANAGER shall not be liable for any failure or delay in acting on any of the written instructions by reason of any breakdown or failure of transmission or communication equipment or facilities or communication (including without limitation any misdirection of the written instruction within RCBC TRUST CORPORATION) for any reason, or any cause beyond the control of the INVESTMENT MANAGER.

The INVESTMENT MANAGER shall have a lien on the PORTFOLIO for the amount of any loss, liability, damage, injury, cost or expense incurred, sustained or suffered by the INVESTMENT MANAGER.

10. Reporting Requirements.

Quarterly Reports - The INVESTMENT MANAGER shall provide the PRINCIPAL with the schedule of earning assets not later than twenty (20) calendar days from the end of the reference date/period. In addition, the TRUSTEE shall submit to the TRUSTOR a confirmation of directed purchase and sale transactions on a monthly basis, not later than twenty (20) calendar days from the end of the reference date/period. Further, the INVESTMENT MANAGER shall prepare a report covering the foreign currency amount and the local currency equivalent of the total cross currency investments with details on: (a) the type of investments and (b) the amount of cash flow converted.

In compliance to the MORFXT, the INVESTMENT MANAGER shall ensure that all cash flows shall be in pesos. The INVESTMENT MANAGER shall record cross-currency investment transactions in the peso regular books at their foreign currency amounts and their local currency equivalent using the Philippine Dealing System peso/US dollar closing rate and the New York US dollar/third currencies closing rate.

Accounting on INVESTMENT MANAGER's Resignation or Removal - After the resignation or removal of the INVESTMENT MANAGER or after the termination of this Agreement, the INVESTMENT MANAGER shall render an accounting to the PRINCIPAL.

Approval of Reports and Accounting - The INVESTMENT MANAGER shall submit to the PRINCIPAL an accounting of all transactions effected by it since the last report up to the date of termination. The reports and/or accounting (including final accounting) issued by the INVESTMENT MANAGER may be approved by the PRINCIPAL by written approval delivered to the INVESTMENT MANAGER or by the failure of the PRINCIPAL to express any objection to such report or accounting in writing delivered to the INVESTMENT MANAGER within thirty (30) calendar days from the date the report or accounting was delivered to the PRINCIPAL. Upon receipt of written approval of the report or accounting (including final accounting), or upon the passage of the 30 day period within which objections may be filed without written objections having been received by the INVESTMENT MANAGER, such accounting or report shall be deemed to have been approved, and the INVESTMENT MANAGER shall be released and discharged as to all items, matters, and things set forth in such report or accounting as if such report or accounting has been settled and allowed by a decree of a court of competent jurisdiction.

Right of Inspection - The books of accounts or records relating to the PORTFOLIO shall be open for inspection by any person or persons designated by the PRINCIPAL during business hours and on business days with at least five (5) business days prior written notice.

11. Fees. The INVESTMENT MANAGER, as compensation for its services hereunder, shall be entitled to a fee rate of _____ (please specify the rate and the terms). Upon mutual agreement of the parties, this fee rate, basis for computation and manner of collection may be reviewed and adjusted accordingly. Any adjustment shall be applied prospectively, shall be made in writing and shall appear in the written authorization that the PRINCIPAL shall execute upon investment disposition. The manner and frequency of charging the fees shall also be covered by the written authorization to be executed by the PRINCIPAL. Incidental expenses and other charges incurred by the INVESTMENT MANAGER in connection with the management of the PORTFOLIO, including any value added tax on the trust fees shall be for the account of the PRINCIPAL. All expenses, charges and fees may, at

the option of the INVESTMENT MANAGER, without need of any prior notice, be made chargeable to the PORTFOLIO.

The INVESTMENT MANAGER shall be entitled to compensation until and up to whichever is the later date between the date this Agreement is terminated or the date that all the monies and assets comprising the PORTFOLIO are turned over to the PRINCIPAL or its duly authorized representative.

12. **Withdrawal of Income/Principal** - Subject to the availability of funds, the terms and conditions of the PORTFOLIO's investments, the non-diminution of the PORTFOLIO not lower than ONE HUNDRED THOUSAND PESOS (P100,000.00), the PRINCIPAL/s may withdraw the income/principal of the PORTFOLIO or portion thereof upon written instruction or order given to the INVESTMENT MANAGER. The INVESTMENT MANAGER shall not be required to see as to the application of the income/principal so withdrawn from the PORTFOLIO. Any income of the PORTFOLIO not withdrawn shall be accumulated and added to the principal of the PORTFOLIO for further investment and reinvestment.

To ensure a minimum tenor for the investments and subject to BSP rules and regulations, the whole or any part of the PORTFOLIO invested for a given period shall not be pre-terminated or called by the PRINCIPAL prior to the date of the investment maturity. The INVESTMENT MANAGER shall secure prior written instructions from the PRINCIPAL to allow and arrange any pre-termination according to such rules or market conventions (including the fixing of penalties).

13. **Non-alienation or Encumbrance of the PORTFOLIO or Income**. During the effectivity of this Agreement, the PRINCIPAL shall not assign or encumber the PORTFOLIO or its income or any portion thereof in any manner whatsoever to any person without the written consent of the INVESTMENT MANAGER.

14. **Exemption From Bond**. The INVESTMENT MANAGER shall not be required to give any bond or other security for the faithful performance of its duties hereunder.

15. **Notice of Termination**. This Agreement shall remain in full force and effect until terminated by a party hereto by giving the other party at least thirty (30) days prior written notice, in which case, following the effectivity of the termination, the INVESTMENT MANAGER shall have and shall be released and shall have no duty, liability or obligation other than to keep custody of the monies, assets and properties comprising the PORTFOLIO and to release the same to the PRINCIPAL or its representative.

16. **Turnover of PORTFOLIO**. In the event of termination of this Agreement, the INVESTMENT MANAGER shall, upon written instructions of the PRINCIPAL, transfer and turn over the PORTFOLIO to the PRINCIPAL or such party as may be authorized by the PRINCIPAL to receive the PORTFOLIO, all the assets of the PORTFOLIO which may or may not be in cash less applicable fees and charges provided in this Agreement in carrying out its functions or in the exercise of its powers and authorities.

17. **Powers upon Liquidation**. The powers, duties and discretion conferred upon the INVESTMENT MANAGER by virtue of this Agreement shall continue for the purposes of liquidation and return of the PORTFOLIO, after the notice of termination of this Agreement has been served in writing, until final delivery of the PORTFOLIO to the PRINCIPAL or its representative.

18. **Indemnification**. The PRINCIPAL shall indemnify the INVESTMENT MANAGER for any loss, liability or damage that the INVESTMENT MANAGER may suffer, sustain or incur in connection with this Agreement, except where such loss, liability or injury is due to the fraud, bad faith, willful default, gross misconduct, or gross or willful negligence of the INVESTMENT MANAGER. The PRINCIPAL understands, acknowledges and confirms the numerous risks inherent and associated in conveying instructions to the INVESTMENT MANAGER via electronic mail or electronic transmission (including but not limited to damages incurred as a result of interception of any e-mail, failure of any encryption of any attachment to an email, damaged or breakdown of computers, viruses within the machine/terminal used by the PRINCIPAL or the INVESTMENT MANAGER, lack of clarity in the e-mail instructions, and any risk associated with the INVESTMENT MANAGER processing a forged/tampered e-mail instructions in good faith and from third parties) and the PRINCIPAL hereby confirms its acceptance of all risk and unconditionally agree that all risks shall be borne by the PRINCIPAL and the INVESTMENT MANAGER shall not be liable for any losses or damages arising from the INVESTMENT MANAGER acting on any e-mail instructions purporting to be from the PRINCIPAL and received by the INVESTMENT MANAGER via e-mail. The PRINCIPAL further agrees and confirms that all statements, instructions, notices or reports shall be conclusive and binding evidence to the PRINCIPAL for all purposes whatsoever and are admissible in evidence in any proceedings.

19. **Tax Confirmation.** The PRINCIPAL hereby understand and confirm that taxes on dividends and/or capital gains which may be withheld by the accredited RCBC counterparty/ies or issuer of the stocks listed or traded in any accredited foreign stock exchange shall be for the PRINCIPAL's exclusive account and disposition. The PRINCIPAL hereby confirm that it shall be responsible for the filing, with the Bureau of Internal Revenue (BIR) of its Philippine income tax return and the remittance and timely payment of taxes on the income derived from its investments, reinvestments or disposition/sale of shares and other fixed income securities listed or traded in any accredited foreign stock exchange under this **RCBC Account No. (IMA) No. _____.**

20. **Notices.** (a) Any instruction, notice or report which by any provision of this Agreement is required or permitted to be given to or to be served by the INVESTMENT MANAGER or the PRINCIPAL may be given or served by: (i) personal delivery; (ii) transmitted by postage prepaid registered mail (airmail if international) or by internationally recognized courier service; or (iii) Transmitted by electronic mail or electronic transmission, to either Party at the addresses, e-mail addresses or telephone/cell phone numbers as set forth beneath their names on the signature page hereof or at the start of this Agreement or as provided or to be provided by the PRINCIPAL to the INVESTMENT MANAGER.

(b) Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given on: (i) the date of receipt if delivered personally; (ii) the date ten (10) days after the date of posting if transmitted by mail or five (5) days after delivery to the courier; or (iii) the date of receipt if transmitted by electronic mail or electronic transmission, whichever shall occur first; provided, that with respect to (i) or (ii) of this Section, if any of the dates provided is not a business day in the place to which any notice is sent, such notice or other communication shall be deemed delivered on the next business day at such place.

(c) For purposes of transmitting notices of other communications via electronic mail or electronic transmission, the PRINCIPAL and the INVESTMENT MANAGER hereby agree to comply with the Terms of Use of Electronic Instructions, which is Annex "A" and shall form an integral part of this Agreement

(d) Any party may change its address (including e-mail addresses) for purposes hereof by notice to the other parties.

(e) Any communication shall be delivered to the party's address specified herein or at such address as such party notifies to the other party from time to time, and will be effective upon receipt.

21. **Authority to Disclose.** The PRINCIPAL hereby authorizes the INVESTMENT MANAGER, any of its branch, subsidiary, affiliate, representatives, third party or its duly authorized personnel such as but not limited to agency personnel, credit rating agencies, verification agencies, and other outsourced service providers engaged by RCBC Trust Corporation as allowed by law and internal Bank policies, to disclose, hold, transfer and process information relating to the IMA Account to the BSP, Anti-Money Laundering Council (AMLC), Bureau of Internal Revenue (BIR) whenever applicable, or such other relevant regulatory agency and their duly authorized representatives, any information in relation to the IMA Account with the INVESTMENT MANAGER as may be required by law, regulation or agreement. The PRINCIPAL agrees to indemnify and hold the INVESTMENT MANAGER free and harmless, including its officers, directors, employees and representatives, against any and all disputes, claims, demands, losses, penalties, liabilities, costs and expenses of any kind whatsoever, imposed on, incurred by or assessed against the PRINCIPAL in respect of or in connection with the information provided in relation to the IMA Account, the disclosure of such documents and information on the IMA Account, and the consent herein granted.

22. **Financial Consumer Protection.** (a) The PRINCIPAL is given a "cooling period" of two (2) business days (the "Cooling Period") reckoned from the date of IMA account opening whereby the PRINCIPAL is allowed to revoke, cancel or terminate this IMA Account by serving the INVESTMENT MANAGER a written notice of instruction to cancel within such period. The PRINCIPAL understands that when availing of the Cooling Period, the withdrawal proceeds shall be net of all set-up, transaction and related costs incurred by the INVESTMENT MANAGER when the IMA account was opened. The PRINCIPAL hereby acknowledges that the liquidation of the PORTFOLIO shall be subject to the prevailing market prices at the time of cancellation or revocation of the IMA account and losses, if any, shall be borne by the PRINCIPAL.

(b) The PRINCIPAL may send complaints, inquiries or concerns about trust products and services to the INVESTMENT MANAGER via electronic mail at customercontact@rcbc.com or call at 63 2 8877 7222 (877-RCBC). Upon receipt, the INVESTMENT MANAGER shall conduct a comprehensive investigation in accordance with its established guidelines and procedures

on complaints handling and shall notify the PRINCIPAL of its findings or results of its investigation through the INVESTMENT MANAGER's choice of communication. The findings of the INVESTMENT MANAGER shall be final and conclusive.

(c) The INVESTMENT MANAGER is regulated by the BSP (<http://www.bsp.gov.ph/>).

23. **Amendments to the Agreement.** No amendment, novation, modification or supplement of this Agreement shall be valid or binding unless in writing and signed by the parties hereto.

24. **Miscellaneous – Joint “And” “And/Or” Principals.** – For **Joint “AND” accounts**, the PRINCIPAL/S authorize the INVESTMENT MANAGER to execute and deliver documents, to withdraw fully or partially the PORTFOLIO or to terminate this Agreement, or to issue receipts, releases or discharges in connection with this Agreement upon the order of ALL of the signatories submitted to the INVESTMENT MANAGER. Where there is more than one principal and their interests herein is an “**and/or**” or “**or**” capacity, it is understood and agreed that the PRINCIPAL/S are duly authorized to exercise the full powers of a principal, either singly or jointly, including but not limited to the power to issue instructions or approvals, to grant or confer further authorities upon the INVESTMENT MANAGER, to execute and deliver documents, to withdraw fully or partially the PORTFOLIO or to terminate this Agreement, or to issue receipts, releases or discharges in connection with this Agreement. In the case of full withdrawal of the PORTFOLIO or the termination of this Agreement, a PRINCIPAL/S shall, by issuing a letter of instruction directing full withdrawal of funds and/or property or for the termination of this investment management account, be conclusively deemed to represent and warrant to the INVESTMENT MANAGER, under the penalties of perjury, that his/her co-principals are still living. The INVESTMENT MANAGER shall be held free and blameless and shall be indemnified by the PRINCIPAL/S issuing the instructions should this representation or warranty turn out to be false and untrue. This stipulation shall survive this Agreement.

25. This Agreement and its interpretation shall be governed by the laws of the Republic of the Philippines.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date and at the place first above-mentioned.

RCBC TRUST CORPORATION
(INVESTMENT MANAGER)

By:

 Principal

 Name:
 Title:

 Principal

 Name:
 Title:

Designated by the PRINCIPAL:		Designated by the INVESTMENT MANAGER:	
Name	Email Address:	Name	Email Address:
Telephone/ Cellphone No.:		Telephone/ Cellphone No.:	(63) (02) 8894-9000

Witnesses:

TERMS OF USE OF ELECTRONIC INSTRUCTIONS

The PRINCIPAL/S and the INVESTMENT MANAGER hereby agree to the following terms and conditions of the Electronic Instructions:

1. The PRINCIPAL/S shall sign, execute, and/or issue, and/or deliver instructions to the INVESTMENT MANAGER via (i) electronic mail messages, (ii) scanned instructions found in attachments to electronic mail, or (iii) originally-signed digital bank forms (the "**E-mail Instruction**"), in relation to the administration, management and operation of the Portfolio of the PRINCIPAL/S' IMA Account or as required by the applicable laws and regulations.
2. For the purpose of implementing the terms of the E-mail Instructions, the PRINCIPAL/S have designated the registered email address, telephone/cell phone number/s on the signature page of the Investment Management Agreement (IMA) by which the INVESTMENT MANAGER may communicate and/or confirm, through email and/or telephone/cell phone call, the authenticity or validity of any and all received E-mail Instructions. The e-mail address shall be referred to as the "**Email Account**".
3. The PRINCIPAL/S fully understand that the arrangement covered by the E-mail Instructions does not, and will not, cover any and all of the current and future electronic channels being made available by RIZAL COMMERCIAL BANKING CORPORATION (RCBC) for use of the INVESTMENT MANAGER' client and which the client have already availed of, or has agreed to avail of, and which are subject to the channel's specific terms and conditions and that this special arrangement with the INVESTMENT MANAGER is being adopted for the benefit and convenience of all the PRINCIPAL/S.
4. In consideration of the INVESTMENT MANAGER's accommodation and acceptance of the E-mail Instructions, the PRINCIPAL/S hereby warrant and represent to the INVESTMENT MANAGER that the E-mail Instruction is deemed an original or, at the very least, equivalent to an original of such instructions given by the PRINCIPAL/S and/or their authorized representative/s, including an electronically saved copy thereof, is deemed a duplicate of such instructions, and is admissible in evidence against all the PRINCIPAL/S.
5. The PRINCIPAL/S hereby agree and confirm that the INVESTMENT MANAGER need not receive any paper-based document containing the E-mail Instructions in order for the INVESTMENT MANAGER to implement said instruction and/or related transaction. Further, the PRINCIPAL/S acknowledge that the print-out of the E-mail is also considered to be an original of the same under the existing Revised Rules of Evidence and shall be treated as such. Furthermore, the print-out of the E-mail Instructions or other output readable by sight or other means which is shown to reflect the data accurately shall be sufficient for purposes of impugning or confirming the validity and/or authenticity of the said E-mail Instructions.
6. The PRINCIPAL/S shall monitor their registered and designated Email Account and/or telephone/cell phone number/s and immediately inform the INVESTMENT MANAGER the invalid E-mail Instruction received.
7. The PRINCIPAL/S hereby confirm that the INVESTMENT MANAGER is authorized to credit to the designated bank account of the PRINCIPAL/S as shall be specified in the E-mail Instruction believed to have been made by the PRINCIPAL/S.
8. The PRINCIPAL/S shall ensure that all E-mail Instructions:
 - (i) are transmitted from their registered and designated Email Account on record with the INVESTMENT MANAGER, or other form of electronic correspondence to the e-mail account/s of the designated officer/s of the INVESTMENT MANAGER as indicated on the signature page of the IMA, or as may be updated with the INVESTMENT MANAGER from time to time;
 - (ii) are clear and unambiguous in the determination of the INVESTMENT MANAGER (no text shortcuts and/or abbreviations), which determination shall be conclusive and binding to all the PRINCIPALS. For the avoidance of doubt, the PRINCIPAL/S hereby confirm that the INVESTMENT MANAGER is absolutely entitled to act upon all received E-mail Instructions prior to INVESTMENT MANAGER's receipt of another instruction from the PRINCIPAL/S and that any action taken by the INVESTMENT MANAGER in pursuance of said received E-mail Instruction shall be valid and binding to all the PRINCIPAL/S; and

- (iii) are duly received by the INVESTMENT MANAGER within the agreed cut-off periods of the business day for purposes of implementing the request covered by an E-mail Instruction.
9. The PRINCIPAL/S hereby agree and confirm that any E-mail Instruction shall be deemed to be given only upon actual receipt thereof by the INVESTMENT MANAGER, which is requested to carry out or act upon that instruction. The PRINCIPAL/S fully understand and are aware that any E-mail Instruction shall be irrevocable once instruction has been effected by the INVESTMENT MANAGER.
 10. The PRINCIPAL/S hereby agree that the INVESTMENT MANAGER shall have no duty or obligation to verify or confirm with the PRINCIPAL/S about any E-mail Instructions that the INVESTMENT MANAGER believes to have been made by the PRINCIPAL/S. The INVESTMENT MANAGER may conduct at its sole discretion, verification of the authenticity or validity of any and all received E-mail Instructions by sending a message to the registered and designated Email Account of and/or calling the PRINCIPAL/S or their designated authorized representative to their registered telephone/cell phone number/s.
 11. The PRINCIPAL/S and the INVESTMENT MANAGER hereby agree that the INVESTMENT MANAGER may send and/or deliver to the registered and designated Email Account of the PRINCIPAL/S the statement of account, financial statements, schedule of assets, confirmation advices, and other reports via E-mail Instruction as may be required to be provided to the PRINCIPAL/S under applicable laws and regulations. The PRINCIPAL/S further agree and confirm that all statements, instructions, notices or reports shall be conclusive and binding evidence to the PRINCIPAL/S for all purposes whatsoever and are admissible in evidence in any proceedings.
 12. The PRINCIPAL/S hereby agree that the INVESTMENT MANAGER shall not be responsible for ensuring the authenticity, validity or source of E-mail Instructions and shall not be liable for any E-mail Instructions that turns out to be unauthorized, erroneous or fraudulent.
 13. The PRINCIPAL/S hereby agree that the INVESTMENT MANAGER shall have no liability for any losses, liabilities, costs or expenses incurred or sustained by the PRINCIPAL/S as a result of the INVESTMENT MANAGER's reliance upon or compliance with such E-mail Instructions.
 14. The PRINCIPAL/S hereby agree that the INVESTMENT MANAGER shall not be liable for any failure or delay in acting on any E-mail Instructions by reason of any system breakdown or failure of or erroneous transmission or communication equipment or facilities or communication, fraudulent or altered or incorrect or incomplete E-mail Instructions (including without limitation any misdirection or non-receipt of the above E-mail Instructions) for any reason, or any cause beyond the control of INVESTMENT MANAGER. Any financial loss as a result of tampering, hacking, unauthorized access of the PRINCIPAL/S' registered and designated Email Account and telephone/cell phones and other devices based on the duly received E-mail Instructions from the PRINCIPAL/S and implemented by the INVESTMENT MANAGER, shall be borne solely by all the PRINCIPAL/S.
 15. The PRINCIPAL/S hereby agree that the INVESTMENT MANAGER shall not be liable for any force majeure event, such as flood, natural disasters, fire, war, labor dispute, accident, power failure, equipment malfunction) or any other cause beyond the control of the INVESTMENT MANAGER.
 16. The PRINCIPAL/S recognize the numerous risks inherent and associated in conveying E-mail Instructions to the INVESTMENT MANAGER, including but not limited to damages incurred as a result of interception of any email, failure of any encryption of any attachment to an email, damaged or breakdown of computers, viruses within the machine/terminal used by the PRINCIPAL/S, the INVESTMENT MANAGER, or lack of clarity in the E-mail Instructions, and any risks associated with the INVESTMENT MANAGER processing a forged/tampered E-mail Instructions in good faith to and from third parties, and in this regard, the PRINCIPAL/S hereby accept, assume and confirm all risks and unconditionally agrees that all risks shall be borne by all PRINCIPAL/S and the INVESTMENT MANAGER shall not be liable for any losses or damages arising as a consequence of the INVESTMENT MANAGER's acting on any E-mail Instructions received from or purporting to be from the PRINCIPAL/S.
 17. The PRINCIPAL/S hereby agree that the INVESTMENT MANAGER shall not be held liable or responsible for non-receipt of any E-mail Instructions.
 18. The PRINCIPAL/S agree that the INVESTMENT MANAGER may suspend the acceptance of E-mail Instructions from time to time, such as in the event of an emergency (the opinion

of the INVESTMENT MANAGER being conclusive in this respect) or for security or maintenance reasons, however as far as practicable, even without prior notice to the PRINCIPAL/S. The PRINCIPAL/S hereby agree that the INVESTMENT MANAGER shall not be liable to the PRINCIPAL/S for any suspension and/or unavailability of the e-mail facility and/or digital telephone/cell phone services and/or for any damages or losses suffered or costs incurred by the PRINCIPAL/S due to such suspension.

19. The PRINCIPAL/S hereby agree that the INVESTMENT MANAGER's records of the contents of received E-mail Instructions and other details (including but not limited to payments made or received) pursuant to this E-mail Instructions shall, as against the PRINCIPAL/S, be deemed to be conclusive evidence of such instructions and such other details.
20. The PRINCIPAL/S hereby irrevocably and unconditionally agree to hold and keep the INVESTMENT MANAGER free and harmless from and against any and/or all claims, suits, actions or proceedings of whatever kind or nature that any person may file or institute against the INVESTMENT MANAGER arising from or in connection with the E-mail Instructions given by the PRINCIPAL/S. The PRINCIPAL/S shall indemnify and compensate the INVESTMENT MANAGER against any and/or all damages, losses, liabilities, costs and expenses of whatever nature and howsoever arising suffered or incurred by the INVESTMENT MANAGER, including without limiting the generality of the foregoing attorney's fees and costs of suit, whether directly or indirectly arising from any breach by the PRINCIPAL/S of their obligations hereunder. The PRINCIPAL/S' liability hereunder shall be a continuing obligation and shall survive any cancellation or termination of the E-mail Instructions
21. The PRINCIPAL/S absolutely and irrevocably waive, release and discharge the INVESTMENT MANAGER, its assigns and successors-in-interest, owners, directors, officers, employees, agents and representatives (collectively, "RCBC TRUST CORPORATION") from any and all rights, interests, claims and cause or causes of action that the PRINCIPAL/S, his/her heirs, assigns, and successors-in-interest, may now or in the future claim to have against the INVESTMENT MANAGER arising from or in connection with the reliance by the INVESTMENT MANAGER on the E-mail Instructions given by the PRINCIPAL/S.

