



RCBC UNIT INVESTMENT TRUST FUNDS

Omnibus Participating Trust Agreement

KNOW ALL MEN BY THESE PRESENTS :

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

Name of Trustor :
 Address :
 hereinafter referred to as the "**TRUSTOR**"
 - and -

RCBC TRUST CORPORATION, a trust corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Yuchengco Tower, RCBC Plaza, 6819 Ayala Avenue, Makati City, with authority to perform trust and fiduciary functions, hereinafter referred to as the "**TRUSTEE**";

WITNESSETH: That –

WHEREAS, the TRUSTOR participates in the Unit Investment Trust Funds (The "UITFs"), established and administered by the TRUSTEE under and subject to the terms of a Declaration of Trust (the "Plan Rules") approved by the TRUSTEE's Board of Directors and submitted to the Bangko Sentral ng Pilipinas (BSP) for approval or notification, as may be amended from time to time in accordance with the respective UITF's Plan Rules, existing laws and regulations.

WHEREAS, for the purpose of such participation the TRUSTOR is executing this omnibus participating trust agreement ("Agreement") subject to the terms and conditions of the respective UITF's Plan Rules, existing laws and regulations;

WHEREAS, the TRUSTOR shall transfer and convey unto the TRUSTEE such amount and in the currency as may be allowed or required under the relevant Plan Rules, which amount of participation shall be acknowledged by a confirmation of participation ("Confirmation");

WHEREAS, the value of the participation of the TRUSTOR in each UITF at any time of reference shall be determined in accordance with the respective Plan Rules or existing laws or regulations, and shall constitute the TRUSTOR's "Trust Fund" in the respective UITF; and the collective trust fund of each RCBC UITF representing the pool of trust funds held by RCBC Trust Corporation as TRUSTEE of various investors shall be referred to as the "Fund."

NOW THEREFORE, for and in consideration of the foregoing premises, and of the covenants and stipulations hereinafter set forth, the parties hereto hereby agree as follows:

1. Administration and Investment of Each Fund - Each Fund shall be managed and administered by the TRUSTEE and invested in investment outlets as specified by investment policy section of the respective UITF Plan Rules.
2. Client Suitability – Prior to the acceptance of participation, the TRUSTEE shall perform a client suitability assessment through a Client Suitability Assessment Form, which shall be accomplished and signed by the TRUSTOR.
3. Confirmation of Participation – The TRUSTOR's proportionate interest in each Fund shall be represented by units of participation. Any participation or redemption shall be based on the units of the participation of the TRUSTOR as appearing in the TRUSTOR's Confirmation.

The beneficial interest of each participation unit shall be determined by the TRUSTEE using each Fund's Net Asset Value Per Unit (NAVPU) which is derived by dividing each Fund's Net Asset Value (NAV) by the total number of outstanding units. The NAV shall be the summation of the market value of the investments and assets of each Fund less liabilities, fees, taxes and other qualified expenses, as defined under the respective Plan Rules of the UITFs.

Determination of the market value shall be in accordance with existing BSP rules and regulations on marked to market valuation of investment securities.

Participation - Following the TRUSTEE's receipt of the sum constituting the participation of the TRUSTOR, which shall be allowed only at such times or frequency as the respective Plan Rules of the UITFs allow. The TRUSTEE shall, on the basis of the price or value of each participation unit in each Fund determined in accordance with the Plan Rules, issue to the TRUSTOR a confirmation of participation or "Confirmation" indicating therein the number of units of participation.

Redemption - The TRUSTOR may redeem his/her/its participation where redemption shall be allowed only at such times or frequency as the respective Plan Rules of the UITFs allow. Following the TRUSTEE's receipt of the TRUSTOR's Confirmation, the TRUSTEE shall, on the basis of the price or value of each participation unit in each Fund as determined in accordance with the Plan Rules, redeem the TRUSTOR's participation.

- (i) No redemption shall be allowed on the basis of a participating trust agreement alone. The TRUSTOR may be required to surrender the original participating trust agreement in the event of full or complete redemption of participation from all the Funds.
 - (ii) The TRUSTEE may temporarily suspend the admission and redemption of participation in a Fund if it is unable to determine the NAVPU of a Fund due to any fortuitous event, such as fire, natural calamity, public disorder, or national emergency affecting the financial market resulting in the suspension of trading and consequently, the absence of available market prices of securities/instruments. Any admission or redemption of participation received when trading of a Fund is suspended shall be transacted and value dated on the next banking day when the market prices of securities/instruments become available.
4. Liability of TRUSTEE – Save that attributable to the TRUSTEE's fraud, bad faith, gross negligence, the TRUSTEE shall not be liable for any loss or depreciation in the value of the Trust Fund (whether realized or unrealized) or in the value of the TRUSTOR's units of participation in each Fund arising from any act done by the TRUSTEE pursuant to the terms hereof and thereof. Neither shall the TRUSTEE be liable for refraining to do any act where such inaction in the good faith judgment of the TRUSTEE is necessary or appropriate for the proper and advantageous administration and management of each Fund.
5. Disclosure of Risks – The TRUSTOR acknowledges that the TRUSTEE has clearly explained the Risk Disclosure Statement attached to this Agreement and that the same has been read and understood by the TRUSTOR prior to the execution of this Agreement.
6. Disclosure of Investment Outlets – The TRUSTEE shall make available for review by any interested TRUSTOR a list of prospective and outstanding investment outlets for each Fund, which list shall be updated quarterly.
7. Compensation - As compensation for the TRUSTEE's services, it shall be entitled to a compensation as provided in the respective Plan Rules of the UITFs.
8. Term of Agreement – This Agreement shall continue and remain in force until the complete redemption and termination of the TRUSTOR's participation in all UITFs.
9. Reference Documents – Incorporated herein by reference are the terms, conditions, rules and regulations under the Declaration of Trust (Plan Rules), and the Confirmation to be issued pursuant hereto, the Client Suitability Assessment Form and the Risk Disclosure Statement.
10. Joint and/or Accounts - Where the TRUSTOR(S) are indicated herein as "and/or" parties, it is understood and agreed that the TRUSTOR(S) are duly authorized to exercise the powers of a TRUSTOR, either singly or jointly, including but not limited to the operation of the account and its redemption or termination.
11. Financial Consumer Protection -
 - (a) The TRUSTOR is given a "cooling period" of two (2) business days (the "Cooling Period") reckoned from the date of account opening whereby the TRUSTOR is allowed to revoke, cancel or terminate this Trust by serving the TRUSTEE a written notice of instruction to cancel within such period. The TRUSTOR 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 TRUSTEE when the account was opened. The TRUSTOR hereby acknowledges that the liquidation of the FUND shall be subject to the prevailing market prices at the time of cancellation or revocation of the account and losses, if any, shall be borne by the TRUSTOR.

(b) The TRUSTOR may send complaints, inquiries or concerns about trust products and services to the TRUSTEE, either through electronic medium, verbal communication through phone, or via facsimile or other forms of written communication. For twenty-four hour access, the TRUSTOR may send complaints to the following contact details:

Electronic Mail	customer@rcbc.com
Contact No.	63 2 8877 7222 (877-RCBC)

Upon receipt of such complaints, inquiries or concerns, the TRUSTEE shall observe its internal policy governing consumer protection by having the Consumer Assistant Officer (CAO)/Alternate CAO, conduct a comprehensive investigation on the matter and relay to the TRUSTOR its findings through any choice of communication provided under this Agreement. Further, the TRUSTOR may refer the findings of the TRUSTEE to the BSP for further study and evaluation.

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

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

This is not a deposit product. Earnings are not assured and principal amount invested is exposed to risk of loss. This product cannot be sold to you unless its benefits and risks have been thoroughly explained. If you do not fully understand this product, do not purchase or invest in it.

The TRUSTOR must read the complete details of the fund in the respective Plan Rules, make his/her own risk assessment be; and when necessary, seek an independent/professional opinion, before making an investment. Due to the nature of the investments, yields and potential yields are not and cannot be guaranteed. The securities held by the UITF, including the investments in government securities, are subject to market fluctuations and price volatility, which can cause the NAVPU to move upwards or downwards depending on prevailing market conditions. Any income or loss arising from such market fluctuations and price volatility, is for the account of the investor. As such, units of participation of the investor in the Fund, when redeemed, may be worth more or worth less than the initial investment/contributions made. Historical performance, when presented, is purely for reference purposes and is not a guarantee of future results. The TRUSTEE is not and shall not be liable for any losses of the Fund, except those resulting from, willful default, bad faith or gross negligence. For any questions and concerns, kindly reach out to Customer Care at +632 8877 7222 or customer@rcbc.com.

THIS CONTRACT IS BETWEEN THE TRUSTOR AND RCBC TRUST CORPORATION. ALL TRANSACTIONS ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE BINDING ONLY BETWEEN THESE TWO (2) CONTRACTING PARTIES. IT IS UNDERSTOOD THAT THIS TRANSACTION IS NEITHER INSURED BY THE PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC) NOR GUARANTEED BY RCBC TRUST CORPORATION.

The TRUSTEE is regulated by the Bangko Sentral ng Pilipinas.
<https://www.bsp.gov.ph>



RCBC TRUST CORPORATION - (TRUSTEE)
By:



Signature Over Printed Name
TRUSTOR

Signature Over Printed Name



Signature Over Printed Name
TRUSTOR

Signature Over Printed Name

Witnesses:

PTA-OMNIBUS (JAN 2025)