

## TERMS OF USE OF ELECTRONIC INSTRUCTIONS

The TRUSTOR/PRINCIPAL and RCBC TRUST CORPORATION (the "TRUSTEE/INVESTMENT MANAGER") hereby agree to the following terms of use of the Electronic Instructions:

1. The TRUSTOR/PRINCIPAL shall sign, execute, and/or issue, and/or deliver instructions to the TRUSTEE/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**") or (iv) text messages, messages using messaging apps and other form of ephemeral electronic communication (the "**Ephemeral Instruction**"), as defined in the 2001 Rules on Electronic Evidence, in relation to the administration, management and operation of the Portfolio of the TRUSTOR/PRINCIPAL' trust/IMA Account or as required by the applicable laws and regulations. Both E-mail Instruction and Ephemeral Instruction shall hereinafter be collectively referred to as "**Electronic Instructions**".
2. For the purpose of implementing the terms of the Electronic Instructions, the TRUSTOR/PRINCIPAL have designated the registered email address, telephone/cellphone number/s or messaging apps on the signature page of the trust agreement/Investment Management Agreement (IMA) by which the TRUSTEE/INVESTMENT MANAGER may communicate and/or confirm, through email and/or telephone/cellphone call, the authenticity or validity of any and all received Electronic Instructions. The e-mail address shall be referred to as the "**Email Account**".
3. The TRUSTOR/PRINCIPAL fully understand that the arrangement covered by the Electronic 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 TRUSTEE/INVESTMENT MANAGER's 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 TRUSTEE/INVESTMENT MANAGER is being adopted for the benefit and convenience of the TRUSTOR/PRINCIPAL.
4. In consideration of the TRUSTEE/INVESTMENT MANAGER's accommodation and acceptance of the Electronic Instructions, the TRUSTOR/PRINCIPAL hereby warrant and represent to the TRUSTEE/INVESTMENT MANAGER that (i) the E-mail Instruction is deemed an original or, at the very least, equivalent to an original of such instructions given by the TRUSTOR/PRINCIPAL and/or their authorized representative/s; and (ii) the screenshot or photograph of the TRUSTOR/PRINCIPAL's Ephemeral Instruction, including an electronically saved copy thereof, is deemed a duplicate of such instructions, and is admissible in evidence against the TRUSTOR/PRINCIPAL.
5. The TRUSTOR/PRINCIPAL hereby agree and confirm that the TRUSTEE/INVESTMENT MANAGER need not receive any paper-based document containing the E-mail Instructions in order for the TRUSTEE/INVESTMENT MANAGER to implement said instruction and/or related transaction. Further, the TRUSTOR/PRINCIPAL acknowledge that the print-out of the E-mail Instruction 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 TRUSTOR/PRINCIPAL further acknowledge that the screenshot/photographs of the Ephemeral Instruction, including electronically saved copies thereof, shall be deemed a duplicate of such Ephemeral Instruction. The TRUSTOR/PRINCIPAL hereby agree that the screenshot/ photograph, electronically saved copies of the same, including enlargements and miniatures thereof, shall be sufficient for purposes of impugning or confirming the validity and/or authenticity of the Ephemeral Instruction
7. The TRUSTOR/PRINCIPAL shall monitor their registered and designated Email Account and/or telephone/cellphone number/s and immediately inform the TRUSTEE/INVESTMENT MANAGER the invalid E-mail Instruction/Ephemeral Instruction received.
8. The TRUSTOR/PRINCIPAL hereby confirm that the TRUSTEE/INVESTMENT MANAGER is authorized to credit to the designated bank account of the TRUSTOR/PRINCIPAL as shall be specified in the E-mail Instruction believed to have been made by the TRUSTOR/PRINCIPAL.
9. The TRUSTOR/PRINCIPAL shall ensure that all E-mail Instructions:
  - (i) are transmitted from their registered and designated Email Account on record with the TRUSTEE/INVESTMENT MANAGER, or other form of electronic correspondence to

- the e-mail account/s of the designated officer/s of the TRUSTEE/INVESTMENT MANAGER as indicated on the signature page of the trust agreement/IMA, or as may be updated with the TRUSTEE/INVESTMENT MANAGER from time to time;
- (ii) are clear and unambiguous in the determination of the TRUSTEE/INVESTMENT MANAGER (no text shortcuts and/or abbreviations), which determination shall be conclusive and binding to the TRUSTOR/PRINCIPAL. For the avoidance of doubt, the TRUSTOR/PRINCIPAL hereby confirm that the TRUSTEE/INVESTMENT MANAGER is absolutely entitled to act upon all received E-mail Instructions prior to TRUSTEE/INVESTMENT MANAGER's receipt of another instruction from the TRUSTOR/PRINCIPAL and that any action taken by the TRUSTEE/INVESTMENT MANAGER in pursuance of said received E-mail Instruction shall be valid and binding to the TRUSTOR/PRINCIPAL; and
  - (iii) are duly received by the TRUSTEE/INVESTMENT MANAGER within the agreed cut-off periods of the business day for purposes of implementing the request covered by an E-mail Instruction.
10. The TRUSTOR/PRINCIPAL shall ensure that all Ephemeral Instructions:
- (i) are transmitted from their registered telephone/cellphone number/s, or via messaging apps, indicating the TRUSTOR/PRINCIPAL's registered telephone/cellphone number/s as indicated on the signature page of the trust agreement/IMA, or as may be updated with the TRUSTEE/INVESTMENT MANAGER from time to time;
  - (ii) are clear and unambiguous in the determination of the TRUSTEE/INVESTMENT MANAGER (no text shortcuts and/or abbreviations), which determination shall be conclusive and binding to the TRUSTOR/PRINCIPAL. For the avoidance of doubt, the TRUSTOR/PRINCIPAL hereby confirm that the TRUSTEE/INVESTMENT MANAGER is absolutely entitled to act upon all received Ephemeral Instructions prior to TRUSTEE/INVESTMENT MANAGER's receipt of another instruction from the TRUSTOR/PRINCIPAL and that any action taken by the TRUSTEE/INVESTMENT MANAGER in pursuance of said received Ephemeral Instruction shall be valid and binding to the TRUSTOR/PRINCIPAL; and
  - (iii) are duly received by the TRUSTEE/INVESTMENT MANAGER within the agreed cut-off periods of the business day for purposes of implementing the request covered by an Ephemeral Instructions.
11. The TRUSTOR/PRINCIPAL hereby agree and confirm that any Electronic Instructions shall be deemed to be given only upon actual receipt thereof by the TRUSTEE/INVESTMENT MANAGER, which is requested to carry out or act upon that instruction. The TRUSTOR/PRINCIPAL fully understand and are aware that any Electronic Instructions shall be irrevocable once instruction has been effected by the TRUSTEE/INVESTMENT MANAGER.
12. The TRUSTOR/PRINCIPAL hereby agree that the TRUSTEE/INVESTMENT MANAGER shall have no duty or obligation to verify or confirm with the TRUSTOR/PRINCIPAL about any Electronic Instructions that the TRUSTEE/INVESTMENT MANAGER believes to have been made by the TRUSTOR/PRINCIPAL. The TRUSTEE/INVESTMENT MANAGER may conduct at its sole discretion, verification of the authenticity or validity of any and all received Electronic Instructions by sending a message to the registered and designated Email Account of and/or calling the TRUSTOR/PRINCIPAL or their designated authorized representative to their registered telephone/cellphone number/s.
13. The TRUSTOR/PRINCIPAL and the TRUSTEE/INVESTMENT MANAGER hereby agree that the TRUSTEE/INVESTMENT MANAGER may send and/or deliver to the registered and designated Email Account of the TRUSTOR/PRINCIPAL the statement of account, financial statements, schedule of assets, confirmation advice, and other reports via E-mail Instruction as may be required to be provided to the TRUSTOR/PRINCIPAL under applicable laws and regulations. The TRUSTOR/PRINCIPAL further agree and confirm that all statements, instructions, notices or reports shall be conclusive and binding evidence to the TRUSTOR/PRINCIPAL for all purposes whatsoever and are admissible in evidence in any proceedings.
14. The TRUSTOR/PRINCIPAL hereby agree that the TRUSTEE/INVESTMENT MANAGER shall not be responsible for ensuring the authenticity, validity or source of Electronic Instructions and shall not be liable for any Electronic Instructions that turns out to be unauthorized, erroneous or fraudulent.
15. The TRUSTOR/PRINCIPAL hereby agree that the TRUSTEE/INVESTMENT MANAGER shall have no liability for any losses, liabilities, costs or expenses incurred or sustained by

the TRUSTOR/PRINCIPAL as a result of the TRUSTEE/INVESTMENT MANAGER's reliance upon or compliance with such Electronic Instructions.

16. The TRUSTOR/PRINCIPAL hereby agree that the TRUSTEE/INVESTMENT MANAGER shall not be liable for any failure or delay in acting on any Electronic 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 Electronic Instructions (including without limitation any misdirection or non-receipt of the above Electronic Instructions) for any reason, or any cause beyond the control of TRUSTEE/INVESTMENT MANAGER. Any financial loss as a result of tampering, hacking, unauthorized access of the TRUSTOR/PRINCIPAL's registered and designated Email Account and telephone/cell[phones and other devices based on the duly received Electronic Instructions from the TRUSTOR/PRINCIPAL and implemented by the TRUSTEE/INVESTMENT MANAGER, shall be borne solely by the TRUSTOR/PRINCIPAL.
17. The TRUSTOR/PRINCIPAL hereby agree that the TRUSTEE/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 TRUSTEE/INVESTMENT MANAGER.
18. The TRUSTOR/PRINCIPAL recognize the numerous risks inherent and associated in conveying Electronic Instructions to the TRUSTEE/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 TRUSTOR/PRINCIPAL, the TRUSTEE/INVESTMENT MANAGER, or lack of clarity in the Electronic Instructions, and any risks associated with the TRUSTEE/INVESTMENT MANAGER processing a forged/tampered Electronic Instructions in good faith to and from third parties, and in this regard, the TRUSTOR/PRINCIPAL hereby accept, assume and confirm all risks and unconditionally agrees that all risks shall be borne by the TRUSTOR/PRINCIPAL and the TRUSTEE/INVESTMENT MANAGER shall not be liable for any losses or damages arising as a consequence of the TRUSTEE/INVESTMENT MANAGER's acting on any Electronic Instructions received from or purporting to be from the TRUSTOR/PRINCIPAL.
19. The TRUSTOR/PRINCIPAL hereby agree that the TRUSTEE/INVESTMENT MANAGER shall not be held liable or responsible for non-receipt of any Electronic Instructions.
20. The TRUSTOR/PRINCIPAL agree that the TRUSTEE/INVESTMENT MANAGER may suspend the acceptance of Electronic Instructions from time to time, such as in the event of an emergency (the opinion of the TRUSTEE/INVESTMENT MANAGER being conclusive in this respect) or for security or maintenance reasons, however as far as practicable, even without prior notice to the TRUSTOR/PRINCIPAL. The TRUSTOR/PRINCIPAL hereby agree that the TRUSTEE/TINVESTMENT MANAGER shall not be liable to the TRUSTOR/PRINCIPAL for any suspension and/or unavailability of the e-mail facility and/or digital telephone/cellphone services and/or for any damages or losses suffered or costs incurred by the TRUSTOR/PRINCIPAL due to such suspension.
21. The TRUSTOR/PRINCIPALT hereby agree that the TRUSTEE/ INVESTMENT MANAGER's records of the contents of received Electronic Instructions and other details (including but not limited to payments made or received) pursuant to this Electronic Instructions shall, as against the TRUSTOR/PRINCIPAL, be deemed to be conclusive evidence of such instructions and such other details.
22. The TRUSTOR/PRINCIPAL hereby irrevocably and unconditionally agree to hold and keep the TRUSTEE/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 TRUSTEE/INVESTMENT MANAGER arising from or in connection with the Electronic Instructions given by the TRUSTOR/PRINCIPAL. The TRUSTOR/PRINCIPAL shall indemnify and compensate the TRUSTEE/INVESTMENT MANAGER against any and/or all damages, losses, liabilities, costs and expenses of whatever nature and howsoever arising suffered or incurred by the TRUSTEE/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 TRUSTOR/PRINCIPALT of their obligations hereunder. The TRUSTOR/PRINCIPAL liability hereunder shall be a continuing obligation and shall survive any cancellation or termination of the Electronic Instructions.

The TRUSTOR/PRINCIPAL absolutely and irrevocably waive, release and discharge RCBC TRUST CORPORATION, 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 TRUSTOR/PRINCIPAL, his/her heirs, assigns, and successors-in-interest, may now or in the future claim to have against RCBC TRUST CORPORATION arising from or in connection with the reliance by the TRUSTEE/ INVESTMENT MANAGER on the Electronic Instructions given by \_\_\_\_\_ the \_\_\_\_\_ TRUSTOR/PRINCIPAL.