

## Unit Investment Trust Funds Omnibus Participating Trust Agreement (Trustee's Copy)

Account Name (Investor Name)	Account No. (CIF Account No.)
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The Participant, as TRUSTOR, through this Omnibus Participating Trust Agreement (the "Agreement"), hereby agrees to participate in the Manulife Investment Management and Trust Corporation Unit Investment Trust Fund/s (the "Fund/s") it has duly selected based on its Client Suitability Assessment (CSA)/Investment Policy Statement (IPS) OR in accordance with its risk appetite as supported by the Client Waiver it has executed established and administered by Manulife Investment Management and Trust Corporation (the "TRUSTEE"). The TRUSTOR also agrees that its initial contribution and subsequent contributions to Fund/s are subject to the approval of the TRUSTEE after which an evidence of participation shall be issued to the TRUSTOR; and that prior to approval, the TRUSTEE shall not be liable to the TRUSTOR for any loss arising from market fluctuations and price volatility of the securities held by the FUND/s.

It is expressly understood and agreed that this Agreement is subject to, and does not amend, modify or limit, the respective Fund/s' Declaration/s of Trust (the "Plan Rules"). As such, the TRUSTOR, hereby explicitly acknowledges having read and fully understood the Plan Rules pertaining to his investment/s and is amenable to all the terms and conditions contained therein. The TRUSTOR also confirms and certifies that the Fund/s is/are suitable to his investment requirements.

The TRUSTOR and the TRUSTEE likewise agree as follows:

- Participation and Redemption.** Participation in the Fund/s and redemption of such participation shall be allowed only on the basis of the net asset value of each participation unit (the "NAVPU") determined in accordance with the applicable Plan Rules. The TRUSTOR's investment in each Fund shall be expressed in terms of number of units of participation as appearing in the TRUSTOR's evidence of participation.  
  
As his participation, the TRUSTOR shall transfer, convey and pay unto the TRUSTEE, such amount representing the value of the units as indicated in the TRUSTOR's evidence of participation, in the currency likewise indicated therein.  
  
The TRUSTOR may redeem his participation in a Fund through means allowed under the TRUSTEE's policy. Participation and redemption shall be allowed only at such times as provided in the applicable Plan Rules.  
  
As the participation and redemption of such participation are subject to certain documentary requirements, the NAVPU that will be applicable to the TRUSTOR's participation or redemption shall depend on the date the participation is actually approved or when the redemption is actually processed.
- Client Suitability.** Prior to the acceptance of participation, the TRUSTEE shall perform client suitability, through Client Suitability Assessment forms, which shall be acknowledged and signed by the TRUSTOR. Notwithstanding the investor classification/risk profiling made by the TRUSTEE of the TRUSTOR through the CSA, the TRUSTOR may waive the results of the CSA and invest in a Fund which bears a higher risk through the accomplishment of the Client Waiver.
- Disclosure of Risks.** The TRUSTOR confirms that he has read and understood the Risk Disclosure Statement prior to executing and agreeing to be bound by this Agreement.
- Administration and Investment of Each Fund.** Each Fund, which is the pool of trust funds from the participating trustors thereof, shall be managed, administered and invested by the TRUSTEE under the operation of the applicable Plan Rules.
- Disclosure of Investment Outlets.** The TRUSTEE shall make available for the information of any interested participant a list of prospective and outstanding investment outlets for each Fund, which list shall be updated at least quarterly.
- Compensation.** As compensation for the TRUSTEE services, it shall be entitled to compensation as provided in the applicable Plan Rules.
- Liability of TRUSTEE.** Save that attributable to the TRUSTEE's fraud, willful default, evident bad faith or gross negligence, the TRUSTEE shall not be liable for any loss or depreciation in the value of the Fund/s or in the value of the TRUSTOR's units of participation in the Fund/s arising from any act done by the TRUSTEE pursuant to the terms hereof and the applicable Plan Rules. 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 and appropriate for the proper and advantageous administration and management of the Fund/s.
- Amendments.** This Agreement shall be deemed automatically modified as and when the Plan Rules are amended by the TRUSTEE in order to comply with applicable laws and/or Bangko Sentral ng Pilipinas regulations and for such other purposes as may be deemed proper by the TRUSTEE.
- Term of Agreement.** This Agreement shall continue and remain in force until the termination of the Fund/s in accordance with the Plan Rules or with laws or regulations then existing.
- Reference Documents.** The terms and conditions in the Plan Rules, Risk Disclosure Statement, Client Suitability Assessment, the Client Waiver and the evidence of participation are incorporated herein by reference, restated herein and shall form integral parts hereof. In executing this Agreement, the TRUSTOR represents that he has carefully read and fully understood the same documents and that he has agreed to be bound by all terms and conditions thereof. In case of inconsistencies, the provisions of the Plan Rules shall prevail over those of this Agreement and the other reference documents.
- Evidence of Participation.** Contributions of the TRUSTOR into any of the Funds shall be evidenced by a separate Confirmation of Participation or Statement of Account, which is issued by the TRUSTEE for this purpose. Any evidence of participation is non-negotiable and serves only to confirm the units purchased as of its date. The possession of the original copy of any evidence of participation does not constitute proof that the units appearing therein remain outstanding. The TRUSTOR's outstanding units shall be based on the books and records of the TRUSTEE. The TRUSTEE reserves the right to require the prior surrender of any evidence of participation upon redemption of units. Notwithstanding the requirement for surrender, mere possession of the evidence of participation shall not be presumed or deemed as proof of non-payment of the participation.

**12. Cooling-Off Provision.** The participant of the Fund who is a natural person may avail of the cooling-off period of two (2) business days immediately following the approval of his participation in the Fund without penalty, subject to submission of a written notice to the TRUSTEE during the cooling-off period. The settlement amount shall be calculated based on the NAVPU of the Fund to be released on the immediately succeeding business day following receipt of the notice to avail of the cooling-off period.

**13. Freezing of Account.** The TRUSTEE shall have the right, in its sole discretion, but without any obligation to do so, to freeze the Account without incurring any liability to the TRUSTOR for any of the following instances:

- the Account is the subject of an ongoing investigation for suspicious transaction, cybercrime, identity theft, estafa, fraud and financial crimes;
- there is an unsettled claim or dispute related to the Account;
- the TRUSTEE is notified of the death of the TRUSTOR and the claimants have not yet fully complied with the TRUSTEE's settlement requirements; or
- the TRUSTEE received a notice or order from a court or other competent authority or written instruction from the Anti Money Laundering Council (AMLC) or other government or regulatory body to freeze the Account.

The TRUSTOR hereby agrees to fully indemnify and hold the TRUSTEE, its directors, officers, employees, and other authorized representatives free and harmless against any and all liabilities, whether civil, criminal, or administrative, which the TRUSTEE, its directors, officers, employees, and representatives, or any of them may incur or suffer in connection with the TRUSTEE's act of freezing the Account or the pursuit of any such action which the TRUSTEE considers appropriate.

**14. Privacy Consent Clause.** The Trustee collects and uses the Trustor's personal and sensitive information to carry on its trust and fiduciary business. By signing this form and continuing to avail of the Trustee's products and services, the Trustor agrees that the information he/she provided and any subsequent changes to it can be processed, shared, disclosed, transferred or used by the Trustee, including its shareholders, directors, and employees, affiliates, subsidiaries, business partners, any member of the Manulife Financial Group, (including those located overseas), advisors, Sales Personnel/Wealth Specialists, representatives, industry associations and databases, local and foreign authorities having jurisdiction over companies within the Manulife Financial Group, external auditors/counsels, and its third party service providers (whether within or outside the Philippines) within the rules set by the Data Privacy Act of 2012, as may be amended from time to time, relevant

- approving the Trustor's application;
- administering and servicing the account;

- marketing (including marketing of products and services offered by any member of the Manulife Financial Group and those of the Trustee's business partners), promoting, getting feedback on the Trustee's products and services, and measuring client satisfaction;
- conducting data analytics and doing automated data processing;
- preventing money laundering or terrorist financing activities;
- complying with reportorial and regulatory requirements of both local and foreign regulatory authorities (including local and foreign tax authorities and stock exchanges) as well as other legal, regulatory or contractual obligations of any member within the Manulife Financial Group, relating to information sharing, tax reporting or otherwise;
- the Trustee's internal purposes such as governance, risk, and underwriting management, and reporting; and
- for other reasonable purposes related to the service provided.

The Trustor will not unreasonably cancel his/her consent which could result to the Trustee or any member of the Manulife Group violating any law, rules, regulations or guidelines or its obligation under any contract or commitment with local or foreign regulators, governmental bodies or industry recognized bodies (whether within or outside the Philippines).

For the Trustor's personal and sensitive information which he/she provided to the Trustee, he/she is allowing the Trustee to keep these in line with its records retention policy. The Trustor will not hold the Trustee responsible for any claim, loss, liability and cost as a result of using such information for valid purposes.

**15. The TRUSTOR acknowledges that:**

- **The Fund/s is a Trust product and not a deposit account, and is not insured nor governed by the Philippine Deposit Insurance Commission;**
- **The Fund/s is not an obligation of, nor guaranteed, nor insured by the Trust entity or its affiliates or subsidiaries;**
- **Due to the nature of the investments of the Fund/s, the returns/yields cannot be guaranteed. Historical performance, when presented, is purely for reference purposes and is not a guarantee of similar future performance;**
- **Any losses and income arising from market fluctuations and price volatility of the securities held by the Fund/s, even if invested in government securities, are for the account of the TRUSTOR. As such, the units of participation of the TRUSTOR in the Fund/s, when redeemed, may be worth more or worth less than his/her initial investment/contribution;**
- **The TRUSTEE is not liable for losses unless upon willful default, bad faith, or gross negligence;**
- **The investor must read the complete details of the fund in the Fund/s' plan, make his/her own risk assessment, and when necessary, seek an independent/professional opinion before making an investment.**

Agreed and accepted by:

Account Owner's Printed Name and Signature

For and in behalf of Manulife Investment Management and Trust Corporation:

Date signed (dd/mm/yyyy)

Sales Personnel/Wealth Specialist's Printed Name and Signature

Date signed (dd/mm/yyyy)