



**ACCOUNT OPENING FORM**

TRUSTOR / PRINCIPAL / AUTHORIZED SIGNATORY (1)			CO – TRUSTOR / CO – PRINCIPAL / AUTHORIZED SIGNATORY (2)		
CIF No.:					
Last Name	First Name	Middle Name	Last Name	First Name	Middle Name
Present Address			Present Address		
Permanent Address			Permanent Address		
Birthdate	Birthplace	Gender	Birthdate	Birthplace	Gender
Contact No.	Fax No.	Email Address	Contact No.	Fax No.	Email Address
TIN	SSS/GSIS	Nationality	TIN	SSS/GSIS	Nationality
Employer Name	<input type="checkbox"/> Employed <input type="checkbox"/> Housewife <input type="checkbox"/> OFW	<input type="checkbox"/> Retired <input type="checkbox"/> Self Employed <input type="checkbox"/> Student Others:_____	Employer Name	<input type="checkbox"/> Employed <input type="checkbox"/> Housewife <input type="checkbox"/> OFW	<input type="checkbox"/> Retired <input type="checkbox"/> Self Employed <input type="checkbox"/> Student Others:_____
Employee Position			Employee Position		
Business Address		Source of Funds	Business Address		Source of Funds
Business Phone			Business Phone		
Name of Spouse	Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Separated <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed		Name of Spouse	Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Separated <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed	
Mother's Maiden Name	ID & Documents Submitted		Mother's Maiden Name	ID & Documents Submitted	
Are you a politically exposed person or directly related to the 2 <sup>nd</sup> degree of consanguinity or affinity to one? <input type="checkbox"/> Yes. Pls. indicate name & relationship:  <input type="checkbox"/> No			Are you a politically exposed person or directly related to the 2 <sup>nd</sup> degree of consanguinity or affinity to one? <input type="checkbox"/> Yes. Pls. indicate name & relationship:  <input type="checkbox"/> No		

<b>FOR CORPORATIONS/ INSTITUTIONS (AUTHORIZED SIGNATORIES TO FILL-OUT PERSONAL INFORMATION ABOVE)</b>		<b>SIGNATURES</b>	
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CIF No.:	(1) NAME: _____ 	2) NAME: _____ 	Signing Requirements	
Name of Company (Account Name)				<input type="checkbox"/> Single (Any One)
Business Address	(1) 	(2) 		<input type="checkbox"/> Joint (Any Two)
Type of Business (Nature of Business/Industry)				<input type="checkbox"/> Joint (All Signatories)
TIN No.	(1) 	(2) 		<input type="checkbox"/> Others
Email Address	Contact /Fax:			

**CONSENT AND AUTHORIZATION FROM THE CLIENT/S**

By signing this form, I/We hereby certify that all information provided herein are true, accurate and complete, and I/we agree to notify/update the CTBC Bank (Philippines) Corp. – TISD of any changes in the information provided in this form.

I/We hereby expressly agree, consent, and authorize the Bank and/or its agents to gather, obtain, process, record, organize, store, update, modify, use, access, share and/or disclose, without need of prior notice to me/us, any and all information relating to my/our Account(s) to: (a) invest via counterparties (eg. Stockbrokers, PDTC, Third Party Custodian Banks, etc.); (b) facilitate, monitor, improve the quality of, or otherwise service my account; and (c) to comply with legal, regulatory or other obligations of the Bank under applicable local or foreign laws, rules and regulations that impact CTBC Bank (Philippines) Corp.; such processing may be conducted for the duration, and even after the termination, of my avilment of the products, services, facilities and/or channels.

This consent and authorization does not waive any of my/our rights and will be used solely for servicing the Account herein as stated in any of the following additional documents that may be applicable to this account: Trust Agreement, Investment Management Agreement, Participating Trust Agreement, Investment Policy Statement, or Letter of Instruction.

\_\_\_\_\_   
 Client/s Signature Over Printed Name

<b>QUARTERLY REPORTS RENDITION</b>	<b>BANK USE ONLY</b>
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<input type="checkbox"/> <u>Pick Up</u> : <input type="checkbox"/> By Accountholder <input type="checkbox"/> By Authorized Representative <input type="checkbox"/> <u>Mail To</u> : <input type="checkbox"/> From Business Center/Branch _____ <input type="checkbox"/> Present Address <input type="checkbox"/> Permanent Address <input type="checkbox"/> Business Address	Signature/ID & Documents/All Watchlist/RPT Verified By:  RPT <input type="checkbox"/> Yes <input type="checkbox"/> No  Remarks:
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**TRUST AND INVESTMENT SERVICES DEPARTMENT**  
 18<sup>th</sup> Floor Fort Legend Towers, 31<sup>st</sup> Street corner 3<sup>rd</sup> Avenue Bonifacio Global City, Taguig City

**LETTER OF INSTRUCTION TO INVEST / PURCHASE AND SELL / REDEEM / WITHDRAW**

Date: \_\_\_\_\_

This serves as your authority to execute the following instructions in connection with our TRUST/IMA/Other Fiduciary Accounts account with you under **Account Name** \_\_\_\_\_ **with Trust Account Number** \_\_\_\_\_

<b>CTBC UNIT INVESTMENT TRUST FUND</b>	
<input type="checkbox"/> Invest (Purchase in PHP) _____	
Fund Name: <input type="checkbox"/> CTBC Money Market Fund <input type="checkbox"/> CTBC Bank-ATRAM Philippine Balanced Feeder Fund <input type="checkbox"/> CTBC Bank-Sun Life Philippine Stock Index Feeder Fund	
<i>Note: For redemption, refer to the lower part of the COP instead, and submit.</i>	

<b>FIXED INCOME, PREFERRED SHARES, THIRD PARTY FUNDS, AND OTHER INVESTMENT OUTLETS</b>	
Investment/Purchase Amount ( <input type="checkbox"/> PHP/ <input type="checkbox"/> USD):	Sell/Withdraw Amount ( <input type="checkbox"/> PHP/ <input type="checkbox"/> USD):
Name of: Issuer / Issue / Borrower / Fund	
Type of Instrument:	Instrument Details:
<input type="checkbox"/> Time Deposit (TD)	Face Value/ Shares:
<input type="checkbox"/> Promissory Note	Coupon/ Dividend/ Interest Rate (% Gross):
<input type="checkbox"/> Fixed Income Security	Maturity Date/ Tenor:
<input type="checkbox"/> Preferred Shares	<b>REMARKS:</b>
<input type="checkbox"/> Third Party Funds	
Security/Collateral: <input type="checkbox"/> Secured/Clean <input type="checkbox"/> Unsecured	<b>Related Party Transaction Disclosure:</b> <i>CTBC Bank (Philippines) Corp. is a related party of CTBC Bank (Philippines) Corp. – Trust and Investment Services or TISD.</i>
Others:	

Investment is for: <input type="checkbox"/> Collect Cash Flows/ sell assets <input type="checkbox"/> Hold for trading <input type="checkbox"/> Hold to collect cash flows
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<b>SETTLEMENT INSTRUCTION</b>	
Settlement Account: CA/SA Account Number: _____	
Funding Source: <input type="checkbox"/> Settlement Account <input type="checkbox"/> Proceeds from Existing Investment: _____	
All coupons/ dividends/ interest of this investment outlet, net of trust/ management fees and other charges, shall be credited to the nominated Settlement Account. Upon maturity/ withdrawal/ termination of this investment outlet, the proceeds, net of trust/ management fees and other charges shall likewise be credited to the nominated Settlement Account. In the event that no other investment outlets will remain in this Trust Account Number upon maturity/withdrawal/termination of this investment outlet, the account shall automatically be closed.	
The aforementioned settlement instructions shall stay in force unless otherwise instructed.	
The investment outlet and all costs, charges and expenses, in carrying out the authorities herein shall strictly be for my/our account and CTBC Bank (Philippines) Corp.-TISD shall not, in any way, be held liable in case of default by the Issuer.	
✓	✓
✓	✓
Client/s Signature/s over Printed Name	

**SPECIAL INSTRUCTIONS/REMARKS**



**CLIENT SUITABILITY ASSESSMENT (CSA) FORM  
INDIVIDUAL ACCOUNT**

**ACCOUNT INFORMATION**

<b>Account Name:</b>			
<b>Trust Account No.:</b>		<b>Date:</b>	

**CLIENT SUITABILITY ASSESSMENT**

**Objective:** The Client Suitability Assessment (CSA) is conducted to determine the Client/s' investor profile based on investment objectives, risk appetite, cash flow requirements and other investor information necessary. The Relationship Manager / Trust Marketing Officer shall:

1. Make a reasonable inquiry into the Client's financial situation and investment experience.
2. Consider the appropriateness and suitability of investment alternatives of each Client.
3. Profile the account holder who is at least 65 years old for joint relationships. Otherwise, risk profiling will be from the perspective of the most relevant in the operation of the account.

**INSTRUCTIONS**

Please **check** the **box on the leftmost side** of the page for the answer that best describes your situation below. Do not fill out the columns on the right.

**QUESTIONNAIRE**

**I. CLIENT INFORMATION**

**FOR BANK'S USE ONLY**

<b>a. What is the age of the oldest account holder of this relationship?</b>					
<input type="checkbox"/>	Less than 55 years old				
<input type="checkbox"/>	Between 55 and 65 years old				
<input type="checkbox"/>	Over 65 years old				
<b>b. What is your liquid net worth?</b>					
<input type="checkbox"/>	Less than P5 million and/or its foreign currency equivalent				
<input type="checkbox"/>	Between P5 million to less than P10 million and/or its foreign currency equivalent				
<input type="checkbox"/>	Between P10 million to less than P50 million and/or its foreign currency equivalent				
<input type="checkbox"/>	Over P50 million and/or its foreign currency equivalent				
<b>c. What percentage of your liquid net worth do you intend to invest in this account?</b>					
<input type="checkbox"/>	0% - 25% of liquid net worth				
<input type="checkbox"/>	26 - 75% of liquid net worth				
<input type="checkbox"/>	76 - 100% of your investible funds				
<b>II. INVESTMENT OBJECTIVE</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>Score</b>
<b>a. What do you want to achieve from this investment?</b>					
<input type="checkbox"/>	To keep my funds intact, with minimal income and growth				
<input type="checkbox"/>	To seek a balance between income and growth				
<input type="checkbox"/>	To make my funds grow				
<b>b. You are comfortable with investments that primarily consider:</b>					
<input type="checkbox"/>	Keep the funds whole, returns are secondary				

	Moderate returns with moderate risks				
	Maximize returns but with due recognition to the risks involved				
<b>III. INVESTMENT HORIZON AND LIQUIDITY REQUIREMENTS</b>					
		<b>1</b>	<b>2</b>	<b>3</b>	<b>Score</b>
<b>a. When do you see yourself needing these funds?</b>					
	Anytime				
	Less than 2 years				
	Over 2 years				
	More than 5 years' time				
<b>b. How important is liquidity for this particular account?</b>					
	<b>Very important</b> - I need to be able to liquidate my investments on short notice to fund my withdrawals. Thus, investments should be limited to short-term fixed income and pooled fund investment instruments.				
	<b>Fairly important</b> - I may need to have access to my funds in order to address unexpected expenses. Investments should therefore be of medium risk such as liquid fixed income and pooled fund investments instruments.				
	<b>No importance</b> - I do not require immediate access to my investments to fund unplanned expenses. As such, I am willing to invest in long term fixed income instruments. Further, I am open to invest in portfolios that offer exposure to fixed income and equity investments.				
<b>IV. RISK TOLERANCE</b>					
		<b>1</b>	<b>2</b>	<b>3</b>	<b>Score</b>
<b>a. Which statement would best describe your attitude towards investing?</b>					
	<b>Conservative</b> - I want short-term investments with minimal risks that largely keep my funds whole. I can accept slightly higher returns than time deposits as long as my funds are safe.				
	<b>Moderate</b> - I want a balance between growth and income, and I am willing to take a moderate level of risk and can accept temporary fluctuations in the value of my investment in order to earn a return higher than traditional deposit products.				
	<b>Aggressive</b> - I want to make my funds grow and am willing to invest long-term and take on additional risks. I can tolerate substantial fluctuations and possibly losses for certain periods in the value of my investment.				
<b>b. What would be your attitude towards negative fluctuations in the value of your investment?</b>					
	I will be very concerned and will immediately liquidate my investment and transfer it to cash.				
	I will be very concerned but understand that price changes affect the value of my investment. I can accept minimal negative fluctuations to the earnings of my investment, but not to my principal.				
	I will be concerned and will review the investment outlet/s in my portfolio.				
	I will NOT be concerned. I am willing to take additional risks for long term capital appreciation and understand that I may lose part or my entire investment especially during times of				

adverse price fluctuations				
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**V. INVESTMENT KNOWLEDGE AND EXPERIENCE**

a. How would you describe your investment knowledge and/or experience?		1	2	3	Score
	<b>Extensive</b> - I have extensive knowledge of investment products. I am an active and experienced investor, comfortable in making my own investment decisions.				
	<b>Moderate</b> - I have a moderate amount of knowledge about investment products, including their related risks, apart from traditional bank deposits.				
	<b>Limited</b> - I have little or no knowledge of investment products outside traditional bank deposits.				
b. Which of the following investment outlets are you currently invested in or have done so in the past? (multiple answers)					
	Insurance and Pre-need products				
	Savings / Checking Accounts and Time Deposits				
	Government Securities with a tenor of 2 years or less				
	Government Securities with a tenor of more than 2 years				
	Corporate Bonds / Notes, Bank Issued Securities (Tier 2, LTNCD), and Promissory Notes				
	Equities, Derivatives, and Foreign Currencies				
	UITFs, Mutual Funds, and VUL Funds with underlying investment in Money Market instruments				
	UITFs, Mutual Funds, and VUL Funds with underlying investment in Fixed Income instruments				
	UITFs, Mutual Funds, and VUL Funds with an underlying investment in Equity instruments				

**RESULTS**

<b>Client's Risk Profile:</b>		<b>Client's CSA Score:</b>	
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**BASIS FOR PROFILING**

TYPE OF INVESTOR	SCORE	DESCRIPTION	SUITABLE OUTLETS/ PRODUCTS
<b>Conservative</b>	1-11	Willing to take minimal risk in order to have returns higher than time deposits yet preventing loss of principal at all times.	<ul style="list-style-type: none"> <li>Bank Deposits</li> <li>BSP Deposits/ BSP Issued Instruments</li> <li>Government Securities &lt; 2 years</li> <li>CTBC Money Market Fund</li> <li>Other Short-term Money Market Instruments</li> </ul>
<b>Moderate</b>	12-24	Can accept a certain amount of risk in order to have earnings higher than traditional deposits.	<ul style="list-style-type: none"> <li>All Conservative Products</li> <li>Government Securities</li> <li>Corporate Bonds &amp; Notes</li> <li>Commercial Papers</li> <li>Promissory Notes</li> <li>Equity (Preferred and Common) &lt; 50% of the Portfolio</li> <li>UITFs/Mutual Funds               <ul style="list-style-type: none"> <li>- Bond Funds,</li> <li>- Balanced Funds (equity portion &lt; 50%)</li> </ul> </li> <li>CTBC Bank-ATRAM Philippine Balanced Feeder Fund</li> </ul>
<b>Aggressive</b>	25-40	Can accept a significant	<ul style="list-style-type: none"> <li>All Conservative &amp; Moderate Products</li> </ul>

	amount of risk to earnings and principal for long-term capital appreciation.	<ul style="list-style-type: none"> <li>• Equities (Preferred and Common)</li> <li>• UITFs/Mutual Funds <ul style="list-style-type: none"> <li>- Balanced Funds (equity portion &gt; 50%)</li> <li>- Equity Funds</li> </ul> </li> <li>• CTBC Bank-Sun Life Philippine Stock Index Feeder Fund</li> </ul>
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**ACKNOWLEDGEMENT AND CONSENT**

"I/We understand that the Client Suitability Assessment is used as a guide for the Trust marketing personnel to present and/or recommend investment alternatives and does not provide guarantee against losses;

"I/We acknowledge that the answers to the questionnaire are accurate and complete;

"I/We will formally notify the Trust marketing personnel of changes to my personal and/or financial situation that would change my risk profile;

"I/We understand the explanation of the Trust marketing personnel on the results of the Client Suitability Assessment with regards to the investment outlets suitable to my needs;

"I/We agree to the investment profile and the recommendation of the Trust marketing personnel on the investment outlet to meet my objectives; and

"I/We acknowledge that Trust products is not a Deposit Product and it is not insured by the PDIC, Due to the nature of investments, yield and potential yields cannot be guaranteed. Any income or loss arising from market fluctuations and price volatility of the investment even if invested in government securities is for the account of the investor. As such, investments may be worth more or be worth less than his / her initial investments / contributions. Historical performance, when presented, is purely for reference purposes and is not a guarantee of future results. The trustee is not liable for losses, unless upon wilful default, bad faith or gross negligence

"I / we fully understand and expressly agree that the results of this client suitability assessment shall apply to all my / our accounts maintained whether singly or jointly in an "and" or "or" capacity.

✓
✓
✓

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**Client/s Signature/s above Printed Name**

\_\_\_\_\_  
(Maker)  
**TISD Authorized Signatory**

\_\_\_\_\_  
(Checker)  
**TISD Authorized Signatory**

**NOTICE ON UPDATING THE CSA**

The CSA shall be conducted and updated at least every three (3) years at the minimum. TISD shall ensure that CSA and IPS are updated at least annually for clients who expresses intentions to invest in complex investment products. Should the client not update the CSA form and IPS accordingly, TISD shall not make new/additional investment in complex investment products.

In the event that the client is not able to update within the prescribed period. The latest CSA and IPS will continue to apply until such has been updated in compliance with Circular 618 and relevant issuances. Should there be any change in the clients personal/ financial circumstances or preferences prior to three (3) years, the client shall notify Trust and Investment Services Department so a new CSA can be conducted to update the clients risk profile.

IMA ACCOUNT NO. \_\_\_\_\_

**INVESTMENT MANAGEMENT AGREEMENT**

This AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_ at Taguig City, Philippines, by and between:

\_\_\_\_\_, of legal age, Filipino, maintaining residence address at \_\_\_\_\_, hereinafter referred to as the "PRINCIPAL";

-And-

**CTBC BANK (PHILIPPINES) CORP.**, a corporation authorized to perform trust and other fiduciary business, organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at the **18<sup>th</sup> Floor, Fort Legend Towers, 31<sup>st</sup> Street corner 3<sup>rd</sup> Avenue, Bonifacio Global City, Taguig City 1634**, represented herein by its authorized officers (hereinafter referred to as "*INVESTMENT MANAGER*");

**WITNESSETH THAT:**

WHEREAS, the PRINCIPAL desires to avail of the services of the INVESTMENT MANAGER relative to the management and investment of the PRINCIPAL's investible funds;

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 hereinafter 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:

**INVESTMENT PORTFOLIO**

**1. Delivery of the Fund** - Upon execution of this Agreement, the PRINCIPAL shall deliver to the INVESTMENT MANAGER, in cleared funds, the amount of \_\_\_\_\_ (\_\_\_\_\_).

The funds are to be held by the INVESTMENT MANAGER for the benefit of the PRINCIPAL and invested in accordance with the PRINCIPAL's prior written instructions which may be given from time to time to the INVESTMENT MANAGER. Provided, that said written instruction shall contain the following minimum information: (a) the transaction to be entered into, (b) the amount involved, and (c) the name of the issuer, in case of securities and/or the name of the borrower and nature of security, in case of loans;

**2. Composition** - The funds as well as such additional funds which the PRINCIPAL has delivered to the INVESTMENT MANAGER as well as such securities in which said fund are invested, as well as 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 referred to as the "Investment Management Account" or "Portfolio or Fund". For purposes of this Agreement, the term "securities" shall be deemed to include commercial papers, notes, government securities, shares of stock or units of participation in Securities and Exchange Commission(SEC)-registered mutual funds, other financial instruments, regular bank deposits, structured deposits, and including those listed in Section 6.a hereof

**3. Additional Delivery of Funds** – The PRINCIPAL, at any time hereafter and from time to time, may deliver additional funds to the INVESTMENT MANAGER which shall form part of the Portfolio or Fund, as well as the income or proceeds thereon, shall be subject to the



same terms and conditions of this Agreement. The INVESTMENT MANAGER shall issue a confirmation of receipt of additional funds.

**4. Nature of Agreement - THIS AGREEMENT IS AN AGENCY AND NOT A TRUST AGREEMENT. AS SUCH, THE PRINCIPAL SHALL AT ALL TIMES RETAIN LEGAL TITLE TO THE PORTFOLIO OR FUNDS AND PROPERTIES SUBJECT OF THIS ARRANGEMENT.**

**THIS AGREEMENT DOES NOT GUARANTEE A YIELD, RETURN OR INCOME BY THE INVESTMENT MANAGER, AS SUCH, PAST PERFORMANCE OF THE ACCOUNT IS NOT A GUARANTY OF FUTURE PERFORMANCE AND THE INCOME OF INVESTMENTS CAN FALL AS WELL AS RISE DEPENDING ON PREVAILING MARKET CONDITIONS.**

**THE INVESTMENT MANAGEMENT ACCOUNT AND THIS AGREEMENT ARE NOT COVERED BY THE PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC) AND THAT LOSSES, IF ANY, SHALL BE FOR THE EXCLUSIVE ACCOUNT OF THE PRINCIPAL.**

**POWERS AND AUTHORITY OF INVESTMENT MANAGER**

**5. Investment Authority – The authority given by the PRINCIPAL to the INVESTMENT MANAGER is directional as such all investment actions shall be made with prior written approval of the PRINCIPAL.**

**6. Powers of the INVESTMENT MANAGER - The INVESTMENT MANAGER is hereby conferred the following powers**

- a. To invest or reinvest the Portfolio or Fund in
  - i. Traditional deposit products of UBs/KBs 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 Bangko Sentral;
  - ii. Evidences of indebtedness of the Republic of the Philippines and of the Bangko Sentral, and any other evidences of indebtedness or obligations where the servicing and repayment of which are fully guaranteed by the Republic of the Philippines or loans against such government securities;
  - iii. Loans fully guaranteed by the Republic of the Philippines as to the payment of principal and interest;
  - iv. 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 Bangko Sentral;
  - v. Loans fully secured by a hold-out on, assignment or pledge of deposits maintained either with the bank proper or other banks, or of deposit substitutes of the bank, or of mortgage and chattel mortgage bonds issued by the investment manager; and
  - vi. Loans fully secured by real estate or chattels in accordance with Sec. 303 and Secs. 143 (*Credit classification and provisioning*) and 301 (*Additional requirements*).
- b. To endorse, sign, execute and/or deliver any and all securities, documents or contracts necessary for or connected with the exercise of the powers hereby conferred or the performance of the acts hereby authorized;
- c. To cause any property of the Portfolio or Fund to be issued, held, or registered in the name of the PRINCIPAL or of the INVESTMENT MANAGER, provided that in case of the latter the instrument shall indicate that the INVESTMENT MANAGER is acting in a representative capacity and that the PRINCIPAL's name is disclosed thereat;
- d. To open and maintain a savings and/or checking account with CTBC Bank (Philippines) Corporation as may be considered necessary from time to time in the performance of the agency and the authority herein conferred upon the INVESTMENT MANAGER;

- e. To collect and receive matured securities, dividends, profits, interest and all other sums accruing to or due to the Portfolio or Fund;
- f. To pay such taxes as may be due in respect of or on account of the Portfolio or Fund, or in respect of any profit, income, loss or gains derived from the sale or disposition of securities or other properties constituting part of the Portfolio or Fund;

Tax on interest income of the Portfolio or Fund derived from interest bearing instruments:

With regard to interest income of the Portfolio or Fund derived from investments in interest bearing instruments, limited to Peso Long Term Deposits or Investment Certificates issued by Banks and availed by individual citizens (resident or non-resident), resident aliens, and non-resident aliens engaged in trade or business in the Philippines which are otherwise subject to the 20% final withholding tax shall be exempt from said final tax provided the instrument was held by the INVESTMENT MANAGER for at least five (5) years and provided further that the requirement under BIR RR#14-2012, Section 24 (B) (1) of RA No. 8424 , relevant laws, rules, and regulations, and their amendments, are complied with. If the instrument was held for a period of less than five (5) years, interest income shall be subject to a final tax which shall be deducted and withheld from the proceeds of the instrument without prior notice or consent and shall be for the sole account of the PRINCIPAL based on the following schedule:

Holding Period	Rate of Tax
Four (4) years to less than five (5) years	5%
Three (3) years to less than four (4) years	12%
Less than three (3) years	20%

Interest income from Long Term Deposits and Investment Certificates availed by non-resident aliens not engaged in trade nor business in the Philippines shall be subject to 25% final withholding tax; if availed by non-resident foreign corporations, it shall be subject to 30% final withholding tax; and if availed by domestic corporations and resident foreign corporations, it shall be subject to the final withholding tax rate of 20%.

All interest income of the Portfolio or Fund derived from investments in interest bearing instruments shall be subject to the 20% final withholding tax.

In all cases, the provisions of BIR RR#14-2-12, the National Internal Revenue Code, their amendments, the relevant laws, rules and regulations shall apply.

Tax-exempt individual investment management accounts. The following shall be the features/requirements of IMAs of individuals which may be exempted from the twenty percent (20%) final tax under Section 24(BX1) of R.A. No. 8424 (The Tax Reform Act of 1997):

- g. To automatically deduct and withhold from the Portfolio or Fund, without need of prior notice to PRINCIPAL, any and all taxes, fees or charges arising from but not limited to the Agreement, the instructions of the PRINCIPAL, and/or as may be lawfully assessed on or against the Portfolio or Fund or any part thereof. The PRINCIPAL, in the event that the Portfolio or Fund is insufficient to cover the taxes, assessments, fees and charges mentioned above, shall immediately upon receipt of written notice from INVESTMENT MANAGER, pay in cash such deficiency to the INVESTMENT MANAGER. In no case shall the INVESTMENT MANAGER be liable to pay or advance payment of any taxes, assessments, fees and charges which should otherwise be for the sole account of the PRINCIPAL.
- h. To vote in person or by proxy, consistent with the INVESTMENT MANAGER's investment powers, all stocks or other securities held in the Portfolio or Fund.

- i. To pay out of the Portfolio all costs, charges and expenses incurred in connection with the investments or the administration and management of the Portfolio or Fund including the compensation of the INVESTMENT MANAGER for its services relative to the Portfolio or Fund; and
  - j. To perform such other acts or make, execute and deliver all instruments necessary or proper for the exercise of any of the powers conferred herein, or to accomplish any of the purposes hereof.
7. As directed and authorized by the PRINCIPAL in writing the INVESTMENT MANAGER shall have the authority to:
- a. Commingle two (2) or more investment management accounts for purposes of investing in government securities or in duly registered commercial papers; provided that the participation of each of the aforementioned accounts in the commingled account shall not be less than Three Hundred Thousand Pesos (PhP300,000.00) or its dollar equivalent.
    - i. The investment of each of the IMAs in the commingled fund shall at least be P300,000;
    - 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 and commercial papers , Provided, That these securities/papers are registered with the Securities and Exchange Commission, (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 owners of the commingled funds. Furthermore, the risks associated with commingling of funds, such as market liquidity risk, shall be fully disclosed to the owners of commingled funds prior to the actual commingling of funds.
- b. Lend, sell, purchase or acquire, transfer or assign money or property to and from any of the departments, directors, officers, stockholders, or employees of the INVESTMENT MANAGER, or relatives within the first degree of consanguinity or affinity, or the related interests of such directors, officers and stockholders; or to and from any corporation where the INVESTMENT MANAGER owns at least fifty percent (50%) of the subscribed capital or voting stock in its own right and not as trustee nor in a representative capacity;
  - c. Invest in equities of, or in securities underwritten by, the INVESTMENT MANAGER or a corporation in which the INVESTMENT MANAGER owns at least fifty percent (50%) of the subscribed capital or voting stock in its own right and not as trustee nor in a representative capacity; and
  - d. Sell, transfer, assign or lend money or property in the Portfolio or Fund to another trust, fiduciary or investment management account managed by the INVESTMENT MANAGER and vice versa.

#### **LIABILITY OF INVESTMENT MANAGER**

- 8. Exemption from Liability** - In the absence of fraud, bad faith, or gross or willful negligence on the part of the INVESTMENT MANAGER or any person acting in its behalf, the INVESTMENT MANAGER shall not be liable for any loss or damage to the Portfolio arising out of or in connection with any act done or performed or conceived to be done by the INVESTMENT MANAGER pursuant to the terms and conditions herein agreed, to carry out the powers, duties and purposes for which this Agreement is executed.
- 9. Advice of Counsel** - The INVESTMENT MANAGER may seek the advice of lawyers. Any action taken or suffered in good faith by the INVESTMENT MANAGER as a consequence

of the opinion of the said lawyers shall be conclusive and binding upon the PRINCIPAL, and the INVESTMENT MANAGER shall be fully protected from any liability suffered or caused to be suffered by the PRINCIPAL by virtue hereof.

### **ACCOUNTING AND REPORTING**

**10.** The INVESTMENT MANAGER shall keep and maintain books of accounts and other accounting records as required by law. The PRINCIPAL or the authorized representative of the PRINCIPAL shall have, upon reasonable prior notice and during banking hours, access to and may inspect such books of accounts and all other records related to the Portfolio or Fund, including the securities held in custody by the INVESTMENT MANAGER for the Portfolio or Fund.

**11. Reporting Requirements** – The INVESTMENT MANAGER shall prepare and submit to the PRINCIPAL on a quarterly basis, the following reports: (a) Balance Sheet; (b) Income Statement; (c) Schedule of Earning Assets; (d) Investment Activity Report; and (e) such other reports as may be required by the PRINCIPAL. The report shall be made available not later than twenty (20) days from the end of the reference quarter.

### **INVESTMENT MANAGER'S FEE**

**12.** PRINCIPAL shall reimburse The INVESTMENT MANAGER, of all its expenses and disbursements arising from, and in connection with the administration and management of the Portfolio or Fund including counsel fees. In addition, INVESTMENT MANAGER shall receive compensation for its services amounting to \_\_\_\_\_ % p.a. based on the principal amount of the investment.

#### **12.1. Exceptions to the Investment Management Fee:**

Portfolio or Fund, or any portion thereof, invested in the following investment outlets shall not be subject to Investment Manager's Fee:

- a. Investments in Unit Investment Trust Funds managed by the office of the INVESTMENT MANAGER.

The INVESTMENT MANAGER charges Trust Fees to manage the Fund or Portfolio, and its Net Asset Value is computed net of such fees, thus no additional fees shall be charged to the PRINCIPAL.

- b. Investments in pooled funds not managed by the office of the INVESTMENT MANAGER such as but not limited to Mutual Funds.

The INVESTMENT MANAGER shall be entitled to Management Fees amounting to \_\_\_\_\_ % p.a. based on the Net Asset Value of the Fund. Rebates received from the fund provider, if any, shall be credited to the account of the PRINCIPAL.

The foregoing fees may be reviewed from time to time and reasonably adjusted with the consent of the INVESTMENT MANAGER and the PRINCIPAL.

### **WITHDRAWALS FROM THE PORTFOLIO**

**13. Withdrawal of Income/Principal** - Subject to availability of funds, applicable penalties, payment of applicable expenses, other risks/losses associated with any pre-termination of all or part of the Portfolio or Fund, and the non-diminution of the Portfolio or Fund below Three Hundred Thousand Pesos (Php300,000.00) or its dollar equivalent, the PRINCIPAL may withdraw the income/principal of the Portfolio or Fund or a 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 or Fund. Any income of the Portfolio or Fund not withdrawn shall be accumulated and added to the principal of the Portfolio or Fund for further investment and reinvestment. It is understood that should the account be in the name of two or more

persons in an and/or basis, the principal/income of the Portfolio or Fund may be withdrawn in whole or in part by any one, both or all of them.

**14. 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 Fund or its income or any portion thereof in any manner whatsoever without the written consent of the INVESTMENT MANAGER.

#### **EFFECTIVITY AND TERMINATION**

**15. Term** - This Agreement shall take effect from the date of signing hereof and shall be in full force and effect until terminated by either party by giving written notice thereof to the other at least thirty (30) calendar days prior to the intended termination date. This Agreement shall likewise terminate upon full withdrawal of the Portfolio or Fund by the PRINCIPAL.

**16. Powers upon Liquidation** - The powers, duties and discretion conferred upon the INVESTMENT MANAGER by virtue of this Agreement shall continue for the purpose of liquidation and return of the Portfolio or Fund until final delivery thereof to the PRINCIPAL.

**17. Accounting of Transaction** - 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. Upon the expiration of thirty (30) days from the date of submission, the INVESTMENT MANAGER shall forever be released and discharged from all liability and accountability to anyone with respect to the Portfolio or Fund to the propriety of its acts and transactions shown in such accounting except with respect to those objected to in writing by the PRINCIPAL, within thirty (30) days from receipt thereof.

**18. Remittance of Net Assets of the Portfolio or Fund**- Upon termination of the Agreement, the INVESTMENT MANAGER shall turn over all the assets of the Portfolio or Fund which may or may not be in cash to the PRINCIPAL less the amount representing Management Fees or other obligations due from the PRINCIPAL.

**19. Force Majeure** – The INVESTMENT MANAGER shall not be liable for failure to perform or delay in the performance of its obligations hereunder for causes beyond its control, including but not limited to Acts of God, riots, strikes, war, civil disturbance, system breakdown, disruption of communications, electrical or electronic facilities. The INVESTMENT MANAGER shall be given a reasonable time to perform its obligations as soon as practicable after the force majeure ends.

#### **CLIENT SUITABILITY STATEMENT (CSA) AND INVESTMENT POLICY STATEMENT (IPS)**

**20.** The CSA Form and IPS shall be updated at least every three (3) years at the minimum. However, whenever the PRINCIPAL expresses intention to invest in complex investment products as defined in the IPS, the CSA Form and IPS should be updated. The INVESTMENT MANAGER shall ensure that the CSA and the IPS are updated at least annually. Should the PRINCIPAL not update the CSA Form and IPS accordingly, the INVESTMENT MANAGER shall not make new/additional investments in complex investment products.

In the event that the PRINCIPAL is not able to update within the prescribed period, the latest CSA and IPS will continue to apply until such has been updated in compliance with Circular 618 and relevant issuances.

#### **RISK DISCLOSURE STATEMENT**

**21. Risk Disclosure Statement** - The PRINCIPAL hereby represents and warrants that:

21.1 Prior to making decision on the investments for the Portfolio or Fund, the PRINCIPAL is aware of the nature and the risks involved in investing therein in various types of investment outlets and that as investments carry different degrees of risk, the PRINCIPAL have:

- 21.1.1 Fully understood the nature of the investment and the extent of the exposure of the Portfolio or Fund to risks;
- 21.1.2 Read this Risk Disclosure Statement completely; and
- 21.1.3 Independently determine that the investment is appropriate for the Portfolio or Fund.

Investments in any outlets expose the Portfolio or Fund to the various types of risks enumerated and defined hereunder:

- a. **Interest Rate Risk** - The possibility to experience losses due to changes in interest rates. The purchase and sale of an investment may result in profit or loss because its value changes inversely with prevailing interest rates. Investments, being marked-to-market, are affected by changes in interest rates. Interest rate changes generally affect investments inversely, i.e. as interest rates rise, investment prices fall and when interest rates decline, investment prices rise. As the prices of bonds in a Portfolio or Fund adjust to a rise in interest rates, the Portfolio or Fund's unit price may decline.
- b. **Market/Price Risk** - The possibility to experience losses due to changes in market prices of securities (e.g., bonds and equities). It is the exposure to the uncertain market value of a Portfolio or Fund due to price fluctuations. It is the risk of losing value due to a decline in securities prices, which may sometimes happen rapidly or unpredictably. The value of investments fluctuates over a given time period because of general market conditions, economic changes or other events that impact large portions of the market such as political events, natural calamities, etc.
- c. **Liquidity Risk** – The possibility to experience losses due to the inability to sell or convert assets into cash immediately or in instances where conversion to cash is possible but at a loss. These may be caused by different reasons such as trading in securities with small or few outstanding issues, absence of buyers, limited buy/sell activity or underdeveloped capital market. Liquidity risk occurs when certain securities in the Portfolio or Fund may be difficult or impossible to sell at a particular time which may prevent the redemption of investment until its assets can be converted to cash. Even government securities which are the most liquid of fixed income securities may be subjected to liquidity risk particularly if a sizeable volume is involved.
- d. **Credit Risk/Default Risk** – The possibility to experience losses due to a borrower's failure to pay principal and/or interest in a timely manner on instruments such as bonds, loans, or other forms of security which the borrower issued. This inability of the borrower to make good on its financial obligations may have resulted from adverse changes in its financial condition thus, lowering credit quality of the security, and consequently lowering the price (market/price risk) which contributes to the difficulty in selling such security. It also includes risk on a counterparty (a party the INVESTMENT MANAGER trades with) defaulting on a contract to deliver its obligation either in cash or securities. This is the risk of losing value in the event the borrower defaults on his obligation or in the case of counterparty, when it fails to deliver on the agreed trade. This decline in the value happens because the default/failure would make the price of the security go down and may make the security difficult to sell.
- e. **Reinvestment Risks** - The risk associated with the possibility of having lower returns or earnings when maturing funds or the interest earnings of funds are reinvested. Investors who redeem and realize their gains run the risk of reinvesting their funds in an alternative investment outlet with lower yields. Similarly, the fund manager is faced with the risk of not being able to find good or better alternative investment outlets as some of the securities in the fund matures.
- f. **Foreign Exchange Risk** - The possibility to experience losses due to fluctuations in foreign exchange rates. The exchange rates depend upon a variety of global and local factors, e.g., interest rates, economic performance, and political developments.
- g. **Country Risk** – The possibility to experience losses arising from investments in securities issued by/ in foreign countries due to the political, economic and social

structures of such countries. There are risks in foreign investments due to the possible internal and external conflicts, currency devaluations, foreign ownership limitations and tax increases of the foreign country involved which are difficult to predict but must be taken into account in making such investments. Likewise, brokerage commissions and other fees may be higher in foreign securities. Government supervision and regulation of foreign stock exchanges, currency markets, trading systems and brokers may be less than those in the Philippines. The procedures and rules governing foreign transactions and custody of securities may also involve delays in payment, delivery or recovery of investments.

Your Portfolio or Fund may be further exposed to the risk of any actual or potential conflicts of interest in the handling of in-house or related party transactions by CTBC Bank (Philippines) Corporation. These transactions may include own-bank deposits, purchase of own-institution or affiliate obligations (stocks, mortgages), purchase of assets from or sales to own institution, directors, officers, subsidiaries, affiliates or other related interests/parties; or purchases or sales between fiduciary/managed accounts.

- h. **Other Risks** - There may be other risks not included herein, which are associated with more complex structures of investments and may involve a higher risk of loss. The PRINCIPAL is advised to consult with his/her own legal, regulatory, tax, financial and accounting advisors to the extent necessary.

**The PRINCIPAL has fully understood the Risk Disclosure Statement above and that the same was clearly explained by CTBC Bank – Trust marketing personnel; and that the PRINCIPAL by signing this Investment Management Agreement hereby voluntarily and willingly agree to comply with all the laws, regulations, the terms of this Agreement, and the terms and conditions governing the investments of the Portfolio or Fund managed by CTBC-Trust.**

## **DATA PRIVACY ACT CLIENT CONSENT**

### **22. Data Privacy Act Client Consent**

I/we understand that the Bank is committed to continuously improve its products and services, and pursue its business plans. To achieve these, and to be able to perform its contractual obligations and comply with applicable law/s and/or regulatory issuance/s, the Bank shall have to disclose and to make available to its affiliates, counterparties, service providers, and relevant third parties wherever situated, on a confidential basis any information pertaining to my/our banking relationship with the Bank such as but not limited to deposit/s, loan/s, service/s and product/s including information that I/we had provided and may hereafter provide in connection with the above-mentioned banking relationship, and other information it may have directly or indirectly gathered and may hereafter gather through its own verification and validation, through the public domain, and/or through other legally permissible methods and means.

I/we hereby agree, consent and authorize CTBC Bank Philippines Corp. ("Bank") or any of its agents to collect, use, disclose, transfer, store, obtain, record, share, update, modify, monitor and/or process (collectively, "Process/Processing") my/our personal and sensitive information (collectively, "Information"), whether manually or electronic or digital form, in relation to any and all information I/we provided in the Bank's forms and/or documents such as application forms, account opening forms, loan documents and/or otherwise possessed, collected or gathered by the Bank through its own verification and validation, through the public domain, and/or through other legally permissible methods and means, for one or more of the purposes, which in summary includes but are not limited to the following:

- a) processing of application for various services and products of the Bank as well as services and products of its business partners ("third parties");
- b) administering and/or managing relationship and/or account(s) with the Bank; and

c) providing marketing, advertising and promotional information of various products/services that the Bank, its business partners and related companies may offer (“Marketing purpose”) through short messages, voice/telephone or mobile calls, email address(es), fax and /or postal mail;

d.) such agreement, consent, and authority to disclose and provide such Information shall include the following Recipients and Purposes:

- i. the Bank’s accredited service providers, the Bank’s affiliates, including its Parent Bank, counterparties, and other third parties whether situated within or outside the Philippines for purposes of servicing the needs of DEPOSITOR, and/or to enable the Bank to perform its contractual obligations.
- ii. regulatory authorities situated within or outside the Philippines which disclosure may be necessary or incidental to the conduct of business by the Bank, its Parent Bank, Bank’s affiliates, or service providers;
- iii. such other Recipients now existing and may hereafter exist, for the purpose of servicing the requirements of the DEPOSITOR and/or to enable the Bank and/or its Parent Bank, its affiliates, counterparties, and service providers to conduct its business, and/or comply with regulatory requirements.

(collectively the “Purposes”, and the “Recipients”)

I/We undertake to immediately inform the Bank should I/We have any updates or changes on my/our personal and/or sensitive information through my Branch of account or call the Bank 24/7 customer care hotline number +63 (02) 8 840-1234 or email at [customercare@ctbcbank.com.ph](mailto:customercare@ctbcbank.com.ph). Furthermore, if I/we have feedback or inquiries related to my personal information I/we may send email to [dataprivacyofficer@ctbcbank.com.ph](mailto:dataprivacyofficer@ctbcbank.com.ph).

I/We hereby agree and acknowledge that the above authorization and consent shall be effective upon the date hereof and shall remain valid and subsisting unless otherwise revoked in writing.

I/We understand that if I/we do not promptly provide Information you reasonably requested, or withdraw any consent to Information which the Bank may need to process, store, update, disclose, or transfer for the above Purposes and recipients, the Bank reserves the right not to pursue its relationship with me/us.

This Agreement or any specific amendment hereto constitute the entire agreement between the parties, and the INVESTMENT MANAGER shall not be bound by any representation, agreement, stipulations or promise, written or otherwise, not contained in this Agreement or incorporated herein by reference, except pertinent laws, circulars or regulations approved by the Government or its agencies. No amendment, notation, modification or supplement of this Agreement shall be valid or binding unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the PRINCIPAL and the INVESTMENT MANAGER have hereunto set their hands on the date and at the place first above set forth.

*CTBC Bank (Philippines) Corporation – Trust and Investment Services Department is regulated by the Bangko Sentral ng Pilipinas. For any queries, you may contact us at 988-9287.*



PRINCIPAL/S:

**CTBC BANK (PHILIPPINES) CORP.,  
INVESTMENT MANAGER:  
By:**

*I/We have read and understood the  
terms and conditions stated in  
this agreement.*

Signature Above Printed Name

Duly Authorized Signatory 1  
Signature Above Printed Name

Signature Above Printed Name

Duly Authorized Signatory 2  
Signature Above Printed Name

Signature Above Printed Name

Signature Above Printed Name

Signature Above Printed Name

<p><b>CTBC Bank Customer Care Hotline</b>  +63 (02) 8 840 1234 (Metro Manila)  1 800 10 840 1234 (toll-free from other provinces through PLDT)  customer@ctbcbank.com.ph</p> <p>CTBC Bank (Philippines) Corp. is regulated by the Bangko Sentral ng Pilipinas (BSP)  BSP Financial Consumer Protection Dept.: (02)8- 708-7087 consumer@bsp.gov.ph</p>
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**FATCA CCW Form 2.0**

**CERTIFICATION, CONSENT AND WAIVER (CCW)**

This is to certify that *I/ the Entity* \_\_\_\_\_ (*Name of individual accountholder/juridical entity*) is a

- ( ) U.S. Person / U.S. Entity
- ( ) not a U.S. Person/U.S. Entity and shall submit documents\* to prove such status.

Failure to submit the required documents entitles the Bank to treat subject client as a US Person / US Entity.

That, *I/the Entity*, maintain/s financial account(s) with CTBC Bank (Philippines) Corp., a commercial banking institution duly registered under the laws of the Republic of the Philippines, with head office address at 16<sup>th</sup> to 19<sup>th</sup> Floors, Fort Legend Towers, 31<sup>st</sup> Street corner 3<sup>rd</sup> Avenue, Bonifacio Global City, Taguig City;

That, as applicable to a U.S. Person, *I/the Entity* am/is subject to the requirements of the United States Foreign Account Tax Compliance Act ("FATCA") and the regulations of the United States Internal Revenue Services ("US IRS"), including all subsequent amendments or supplements thereto (collectively, "FATCA/US IRS Regulations") and Intergovernmental Agreement Model IA - Reciprocal ("IGA Model 1A – Reciprocal") signed between the Philippine Government and the US IRS. This requires the Bank to report to the Philippines' Bureau of Internal Revenue ("BIR") information about financial accounts held by US Persons or held by foreign entities in which US Persons hold a substantial ownership interest;

This Certification, Consent, and Waiver signify:

- a) *my/the Entity's* consent and waiver of my/its right of confidentiality under Philippine bank secrecy laws including but not limited to Republic Act Number 1405 or the Law on Secrecy of Bank Deposits, or Republic Act Number 6426 or the Foreign Currency Deposit Act and Republic Act Number 8791 or the General Banking Law of 2000, as amended in each case, for the purpose of the Bank's compliance with the reportorial requirements of the FATCA/US IRS Regulations;
- b) *my/ the Entity's* agreement and consent to the processing and updating of all information relative to my/its Account under Republic Act Number 10173 or the Data Privacy Act of 2012;
- c) *my/the Entity's* consent and waiver of such rights and privileges under any other law of the Philippines which will require the issuance of a consent and/or waiver for the disclosure and/or processing of any and all information relating to my/its Account with the Bank for purposes of compliance with FATCA in accordance with IGA Model IA – Reciprocal; and
- d) *my/ the Entity's* acknowledgement and consent for the Bank to report and disclose to the Philippine BIR and for the BIR, in turn, to disclose to the US IRS, the following information (and/or such other information as may be required), relative to the Account pursuant to the FATCA/ US IRS Regulations and under IGA Model IA – Reciprocal:
  - i. The name, address, and U.S. tax identification number ("TIN");
  - ii. In the case of any account holder that is a U.S. entity with one or more U.S. owners of such entity;
  - iii. The account number;
  - iv. The year-end account balance or value; and
  - v. Gross receipts and gross withdrawals or payments from the account.

This Certification, Consent, and Waiver is given by me/ the Entity only for purposes of compliance by the Bank with the FATCA, in accordance with the IGA Model IA – Reciprocal.

By signing this Certification, Consent, and Waiver, *I/the authorized officers of the Entity* hereby undertake/s to indemnify and hold the Bank, its directors, stockholders, officers, employees, representatives, agents, or relevant units of the Bank, free and harmless from and against all liabilities, claims, demands, actions, proceedings, losses, expenses, and all other liabilities of whatsoever nature or description which may be suffered or incurred by the Bank, its directors, stockholders, officers, employees, representatives, agents, or relevant units of the Bank, arising from or in connection with the implementation of this Certification, Consent, and Waiver.

By signing hereunder, *I/the authorized officers of the Entity* represent, warrant and confirm that (1) I/we have read and understood this Certification, Consent, and Waiver and (2) the undersigned

is/are the account holder /its duly authorized representative/s allowed to execute and deliver this Certification, Consent, and Waiver for and on behalf of the Entity, as evidenced by Annex "A".

Signed:

Name and signature of Account Holder/ Authorized Signatories of the Entity

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**Annex "A"**

[Note: If the Bank client is a juridical entity, the authority of the signatory of the Certification, Consent, and Waiver ("CCW") must be confirmed by:

1. For *Philippine entities*: a board resolution with a corporate secretary's certificate attesting that the signatory is so authorized by the Board of Directors;
2. For *foreign entities*: a certification issued in accordance with the applicable foreign law attesting that the signatory to the CCW is authorized to act and sign for and on behalf of the entity.

The certificate shall be attached as Annex "A" of the CCW.

FATCA CLIENT FORM [ FOR BANK'S INTERNAL USE ONLY ]					
Business Center			New Account		
Client Name			Pre-existing		
Client CIF					
<b>User Guide</b>					
1. This FATCA form shall be for Bank's Internal Use Only.					
2. Identify and review the client's identity using below checklist and request client to complete the required documents.					
3. Upon review, tick or populate the Remarks field.					
Individual			Entity		
Type of Identity	Type of Documentation	Remarks	Type of Identity	Type of Documentation	Remarks
1. US Person/US citizenship or lawful permanent resident	1. CCW 2. IRS Form W-9 3. US TIN		1. US Entity/Corporations, Partnerships and Trusts created under US laws	1. CCW 2. IRS Form W-9	
2. Non-US Person	1. CCW 2. IRS Form W-8 BEN		2. Non-US Entity Non-Financial Institution/Non-Profit/Government Entity/Central Bank	1. CCW	
3. Non-US Person with US Indicia			3. Non-US Entity Financial Institution	1. CCW 2. IRS Form W-8 BEN-E or W-8 IMY	
4. US Birthplace	1. CCW 2. IRS Form W-8 BEN 3. Non-US passport or similar document establishing foreign citizenship 4. Written explanation regarding US citizenship 5. US renunciation		4. Non-US Entity - Others	1. CCW 2. IRS Form W-8 BEN-E or W-8 IMY	
5. US Address (residence, correspondence, or US post office box)	1. CCW 2. IRS Form W-8 BEN 3. Non-US passport or similar document establishing foreign citizenship 4. Written explanation regarding US citizenship.				
6. Instructions to transfer funds to US accounts or instructions					
7. Only address on file is "in case of" or "hold mail" or US post office	1. CCW 2. IRS Form W-8 BEN				
8. Power of Attorney or signatory/authority granted to a person with US address					
Processed by/Date					
Reviewed and Noted by/Date					

Signatures above complete name