

DECLARATION OF TRUST

10 December 2024

**Sun Life Investment Management (SLIMTC)
PHP Medium-Term Multi-Class Fixed Income Bond Fund
Plan Rules and Regulations**

This Declaration of Trust (the "DOT" or the "Plan") is made and executed by Sun Life Investment Management and Trust Corporation (SLIMTC), a non-bank financial institution duly organized and existing under and by virtue of the laws of the Republic of the Philippines, authorized to perform trust and investment management functions by the Bangko Sentral ng Pilipinas, with office address at the 11/F Sun Life Centre, 5th Avenue, Bonifacio Global City, Taguig (herein referred to as the "Trustee");

WITNESSETH

**Article I
CREATION OF THE TRUST**

For the purpose of providing investment opportunities to its trust clients for a diversified portfolio of investments pursuant to investment objectives and policies herein stipulated, the Trustee hereby establishes and declares itself as trustee of a unit investment trust fund for the collective investment of funds held by it in the capacity of trustee under the terms and conditions herein-below set forth:

**Article II
NATURE AND INVESTMENT OBJECTIVES**

- 2.1. **Title of the Fund** – The pooled fund shall be known as **Sun Life Investment Management (SLIMTC) PHP Medium-Term Multi-Class Fixed Income Bond Fund** (herein referred to as the "Fund").
- 2.2. **Nature of the Fund**–The Fund is a Unit Investment Trust Fund established in accordance with and shall be operated subject to the stipulations of this Declaration of Trust, as the same may be amended from time to time in accordance with the regulations issued by the Bangko Sentral ng Pilipinas ("BSP") and Applicable Laws.

The Fund shall be classified as stated in Appendix I, which is attached hereto and made an integral part hereof, and maintained by the Trustee exclusively for the collective investment and reinvestment of certain monies received by it in its capacity as trustee.

The Fund shall be treated as a fund that is separate and distinct from its constituent assets and from the contributions of the Participants thereto and from other trust accounts administered by the Trustee.
- 2.3. **Title to Assets of the Fund** – All assets of the Fund shall, at all times, be considered as assets held by the Trustee vested solely in the Trustee.
- 2.4. **Nature of Participant's Interest in the Fund** – No Participant shall have or be deemed to have any ownership or interest in any particular account, investment or asset of the Fund but shall have only its proportionate and undivided beneficial interest in the Fund as a whole.
- 2.5. **Description of the Fund** – The features and classification of the Fund shall be described in Appendix I hereto.
- 2.6. **Investment Objectives and Policy** – The Fund shall be invested and reinvested in such investment outlets and held and disposed of in accordance with such investment objectives and policies as specified in Appendix I hereto.

The Trustee shall make available to all Participants, upon request, a list of prospective and outstanding investment outlets which shall be updated quarterly. Such disclosure shall be substantially in the form hereto attached as

Appendix II prescribed under Appendix Q-33 of Section 414-Q of the Manual of Regulations for Non-Bank Financial Institutions (the "MORNBFI").

Article III
PARTICIPATION: ADMISSION & REDEMPTION

3.1. Qualified Participants (Requirements and Restrictions) – Prior to acceptance of the initial participation of a client in the Fund, the Trustee shall perform a Client Suitability Assessment (CSA) for the purpose of profiling the Risk Return Orientation of the client and establishing the suitability of the client to the Fund.

Participation in the Fund shall be open to Qualified Participants with legal capacity to contract subject to the rules or procedures stipulated in Appendix I and those established by the Trustee to be advantageous or to be for the best interest of the Fund.

The Trustee has the sole discretion to accept the participation, investment or contribution of any person or entity in the Fund. The Trustee expressly reserves its right to accept, reject or refuse any participation, investment, or contribution in the Fund by any person or entity for any reason that it may deem appropriate for the proper and advantageous administration and management of the Fund.

3.2. Participation Units – Participation in the Fund shall always be through Participation Units. Each Participation Unit shall have uniform rights or privileges as any other Participation Unit. The beneficial interest of each Participation Unit in the Fund shall be determined under the Valuation of the Fund and Participation Units defined herein. In the case of a multi-class fund, units shall be issued as units in a class of the fund. The admission or redemption of units of participation in the Fund may be made only on the basis of such valuation in such frequency as indicated in Appendix I hereto.

3.3. Suspension of Redemption – The Trustee reserves the right to suspend redemption of Participation Units in case of national emergencies, fortuitous events, severe market illiquidity, or unforeseen analogous circumstances. In such extreme situations, there may not be enough buyers for securities or the spreads for prices may be extremely wide, that forcing the immediate sale of assets may be more detrimental for the fund. The Trustee may defer any request for redemption, in whole or in part. Any redemption request so deferred will have priority, on a first-come first serve basis, over subsequent redemption requests received on the next Business Day

Article IV
MANNER OF OPERATION

4.1. Pooled Fund Accounting – The total assets and accountabilities of the Fund shall be accounted for as a single account (the "Pooled-Fund Accounting Method").

4.2. Distribution– The Fund shall be distributed exclusively by the Trustee or through distribution channels duly authorized by the Trustee.

4.3. Switching Feature. The Participant of the Fund may switch his/her unit holdings to another Fund managed by the Trustee (Interfund Switch) or may also switch his/her holdings in one Unit Class into another Unit Class within the same Fund (Interclass Switch) subject to the terms and conditions for switching prevailing at the time of exercise of the switch. The Participant is advised to review these terms and conditions prior to exercising the switching feature of this Fund. The terms and conditions for switching shall be made available on the Trustee's website and may be provided to the participant upon request.

Article V
VALUATION OF THE FUND AND PARTICIPATION UNITS

5.1. Valuation of the Fund – The valuation of the Fund shall be subject to the following rules:

- a. The Trustee shall, on a daily basis, determine the net asset value (the "NAV") of the Fund and the value of each Participation Unit (herein referred to as the "NAVpu").
- b. The NAV shall be the summation of the market value of each investment of the Fund less fees, taxes, and other qualified expenses as defined herein. The determination of the market value of the investments of the Fund shall be in accordance with existing BSP rules and regulations on marking-to-market valuation of investment instruments more specifically described in Appendix I.

5.2. Valuation of Participation Units – The valuation of Participation Units shall be subject to the following rules:

- a. The NAVpu shall be determined by dividing the NAV of the Fund by the total number of units outstanding as of Valuation Date.
- b. The NAVpu at the start of the Fund's operation, or the Fund's par value, shall be as indicated in Appendix I.
- c. The NAVpu shall be computed daily at the time specified in Appendix I.

5.3. Fees and Expenses of the Fund

- a. **Trustee's Fees** – The Trustee shall charge against the Fund, regular trust fees in the amount indicated in Appendix I on a per annum basis based on the NAV of the Fund, as its compensation for the administration and management of the Fund (the "Trust Fees"). The Trust Fees shall accrue and shall be collectible from the Fund as and when the same becomes due, at such times as indicated in Appendix I. The Trust Fee may be increased or decreased in the future as may be warranted by circumstances then existing, subject to the requirements of Section 414-Q of the MORNBF1 or any amendments thereto. In the event the Trust Fees are changed, the Participants of the Fund shall be notified immediately of such change thirty (30) calendar days before the charges are applied prospectively.

Expenses –The Trustee may charge the Fund for other qualified expenses incurred by it in the management of the Fund including custody fees, external audit fees and other similar expenses as allowed by the BSP. The Trustee may charge the Fund for special expenses, if the same are necessary to preserve or enhance the value of the Fund. Such expenses shall be payable to pertinent third party or parties covered by separate contract/s, and disclosed to the Participants. The Trust shall equitably allocate any costs, charges and expenses payable out of the Fund which are not attributable to any particular Class.

Article VI TRUSTEE'S POWERS & LIABILITIES

6.1. Management of the Fund – The Trustee shall have the exclusive management, administration, operation and control of the Fund, and the sole right at any time to sell, convert, reinvest, exchange, transfer, or otherwise change or dispose of the assets comprising the Fund.

If the Trustee deems it proper and beneficial for the Fund, the Trustee may engage the services of third party/ies as Investment Advisor or Manager of a portion of the Fund; provided that the said arrangement shall be covered by a written agreement/contract and such third party/ies is/are disclosed in the quarterly reports to the Participants of the Fund.

6.2. Powers of the Trustee – In addition to the powers stated elsewhere in this document, the Trustee shall have the following powers:

- a. To hold legal title over the assets comprising the Fund for the benefit of the Participants;
- b. To have exclusive management and control of the Fund, full discretion in respect of the Fund's investments, and the sole right, at any time to sell, convert, reinvest, exchange, transfer or otherwise change or dispose of the assets comprising the Fund, without distinction as to principal and income, in investments stipulated in the "Investment Objectives" and "Investment Policy" under Appendix I, and in such investments as it may deem sound and appropriate, subject only to the limitations of the investment objectives and policies of the Fund stated in the "Investment Objectives" and "Investment Policy" under Appendix I and Applicable Laws.;

- c. To deposit in any bank or financial institution, any portion of the Fund, subject to the requirement of Section 414-Q of the MORNBFJ;
- d. To register or cause to be registered any securities of the Fund in nominee or bearer form;
- e. To appoint and retain the services of qualified and reputable local or foreign investment advisors and/or fund managers; provided, however, that the Trustee shall retain ownership and control of the Fund, and provided further, that such investment advisors and/or fund managers shall work within the investment parameters or guidelines set by the Trustee from time to time and shall be directly responsible to the Trustee for any investment actions and decisions undertaken for the Fund;
- f. To hire and compensate the Fund's legal counsel/s, certified public accountant, custodian/s, and other professionals in connection with administration and management of the Fund and the protection or advancement of its legal and other interests;
- g. To institute or defend actions or proceedings in connection with any and all assets, securities or property at any time received or held by the Fund;
- h. To make, execute, acknowledge and deliver any and all securities, agreements, contracts, deeds, documents and instruments necessary in the management, investment and reinvestment of the Fund, or in connection with the exercise of the powers herein conferred or the performance of acts herein authorized;
- i. To collect and receive income, dividends, interest, profits, increments and such other sums accruing or due to the Fund; and
- j. To pay out of the Fund all costs, expenses, taxes, and proper charges incurred in connection with the administration, preservation, maintenance and protection of the Fund.
- k. To exercise any and all rights and privileges inherent or incidental to the ownership of securities, deposits, shares of stocks or properties comprising the assets of the Fund;
- l. Subject to applicable laws and regulations of the BSP, to appoint and retain the services of qualified service providers including but not limited to middle office and fund accounting operations, provided further that that the Trustee shall remain responsible for ensuring that outsourced activities are conducted in a safe and sound manner and in compliance with applicable laws, rules and regulations.
- m. The Trustee shall have such additional powers and authority conferred by Applicable Laws and such as may be necessary for the purpose of this DOT.

6.3. Temporary Suspension of Determination of NAVpu, Subscription and Redemption – The Trustee may suspend the determination of NAVpu, subscription and redemption of Participation Units as provided for in Section 3.3 and in Appendix I.

6.4. Liability of the Trustee

- a. Save for those that are attributable to the Trustee's, 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 or in the value of the Participant's participation in the Fund.
- b. The Trustee, including its authorized representatives shall not be liable for any error in judgment, for any act done or step taken, or omitted by it in good faith, for any mistake of fact or law, or for anything which it may do or refrain from doing in connection with its obligations as Trustee under this DOT, for any act or omission where such action or inaction, based on relevant information on hand, and in good faith and judgment of the Trustee, was then necessary, reasonable or appropriate for the proper and advantageous administration and management of the Fund or for which Trustee believed to be authorized or falling within its discretion, rights or powers conferred under this DOT, or upon specific written authority from the Participant, or under Applicable Laws.

- 6.5. **Non-Responsibility Beyond Stipulated Scope** - This DOT sets forth exclusively the duties and responsibilities of the Trustee with respect to the matters pertinent hereto. No implied duties or obligations shall be read into this DOT against the Trustee.
- 6.6. **Right to Refuse to Act on Perception of Liability or Violation of Law** - The Trustee may refrain from performing any instruction or from doing anything which it in good faith deems would or might be contrary to law or government regulations or judgment, award or decree binding upon it or which or might render it liable to any person or to any government agency.
- 6.7. **Uncertainty as to Duty and Advice of Counsel** - In the event that the Trustee shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion conflict with any of the provisions of this DOT, or may be contrary to any applicable law, regulation, judgment or order, the Trustee may refrain from taking any action until such uncertainty in its duties has been clarified to its satisfaction or any conflict with provisions of the DOT, applicable laws, regulations, judgments or orders has been resolved, as the case may be, or until it shall be directed by any order of a court of competent jurisdiction. Provided that it has acted in good faith and has exercised proper diligence in the selection of its counsel, the Trustee may act in reliance upon the advice of counsel in reference to any matter in connection with this DOT.

Article VII RIGHTS OF PARTICIPANTS

- 7.1. **Right to Inspect Declaration**— A copy of this DOT shall be available at the principal office of the Trustee for inspection within business hours, by any person having an interest in the Fund or by his authorized representative. Upon written request, a copy of this DOT shall be furnished to such interested person.

Right to Disclosure of Investments – A list of existing and prospective investments of the Fund shall be made available to Participants. Such disclosure shall be substantially in the form of the Key Information and Investment Disclosure Statement (Appendix II), as required under Section 414-Q of the MORNBF. Upon written request, Participants shall be furnished a quarterly list of investments held by the Fund.

Right to Disclosure of Risks – Potential Participants shall be informed of the risk attendant to the Fund and a Participant shall acknowledge the disclosure by executing a "Risk Disclosure Statement" form and which form shall be acknowledged by the participant prior to participation in the Fund.

Right to Disclosure of Material Changes – Participants shall be informed of material changes to the Fund prior to such changes being implemented. The Trustee shall inform Participants in writing of material changes at least thirty (30) calendar days prior to the implementation of the material change to provide time for those who are not in conformity to redeem their units from the Fund. Non-material changes may be disclosed to clients either through the monthly Key Information and Investment Disclosure Statement or a notice on the Trustee's website.

- 7.2. **Rights upon Termination of DOT** – In case of termination of this DOT, Participants shall have (a) the right to be notified of such termination in accordance with the provisions in the Section 9.2 of this DOT and, (b) upon demand, the right to inspect or be provided a copy of the financial statement used as the basis for the distribution of the Fund.

In respect of the Fund, the rights of the Participants at the time of such termination as against each other shall be *pari passu* and *pro-rata*.

Article VII ANNUAL AUDIT AND REPORT

Aside from the regular audit requirement applicable to all trust accounts of the Trustee, an external audit of the Fund shall be conducted annually after the close of each of SLIMTC's fiscal year, by an independent auditor acceptable to BSP. The external audit shall be conducted by the same external auditor engaged for the audit of the Trustee. The result of this audit shall be the basis of the Trustee's annual report which shall be made available to all the Participants. A copy of the report, or a notice that the report is available and that a copy thereof will be furnished upon request, without charge, shall be sent to each Participant.

**Article IX
AMENDMENTS & TERMINATION**

- 9.1. **Amendments** – This DOT may be amended from time to time by resolution of the Board of Directors of the Trustee: Provided, however, that participants in the Fund shall be immediately notified of such amendments in writing and those who are not in conformity with the amendments made shall be allowed to withdraw their Participation Units within thirty (30) calendar days after the amendments are approved or such longer period as may be fixed by the Trustee: Provided further, that amendments to the DOT shall be submitted to the BSP within ten (10) Business Days from approval of the amendments by the Board of Directors of the Trustee. The Bangko Sentral ng Pilipinas reserves the right to issue a notice of objection within thirty (30) calendar days from the date of receipt of the notification on the amendments/s to a UITF.
- 9.2. **Termination**– This DOT may be terminated by a resolution of the Board of Directors of the Trustee when, in the sole judgment of the Trustee, continued operation thereof is no longer viable or by reason of a change in the Trustee’s business strategy. The resolution shall specify the effective date of such termination. A copy of the resolution shall be submitted to the appropriate department of the BSP. At the discretion of the Trustee’s Board of Directors, it may engage the services of a reputable accounting firm to look into the books and records of the Fund maintained by the Trustee and to certify the financial condition of the Fund. Upon approval of the termination of this DOT, the Trustee shall notify the Participants accordingly.
- a. Following the approval of this termination of this DOT but at least thirty (30) Business Days prior to the actual termination of the Fund, the Trustee shall provide notice of the termination of the Fund to the Participants. Such notice may be made by the Trustee by way of direct written notice to each Participant or through the posting of notices in the premises of the head office and branches of the Trustee or on the Trustee’s website. Upon termination, the Trustee shall prepare a financial statement of the Fund which shall be made the basis for distribution of the net assets of the Fund to the Participants.
- 9.3. Within a reasonable time after termination of this DOT, the Trustee shall distribute to the Participants, each Participant's proportionate interest in the net assets of the Fund after deducting all accrued taxes, expenses, and Trust Fee chargeable against the Fund. The Trustee shall be authorized to sell or dispose of any asset of the Fund as may be necessary to fully implement the distribution to the Participants and finally liquidate or settle its accountabilities or obligations as Trustee.
- 9.4. Even after the termination of this DOT, the Trustee shall continue to exercise its powers and rights until all the assets of the Fund have been liquidated and distributed to all Participants.

**Article X
NATURE OF THE AGREEMENT**

- 10.1. **NON-COVERAGE BY PDIC –PARTICIPATION IN THE FUND IS A TRUST ARRANGEMENT AND IS NOT A DEPOSIT ACCOUNT. AS SUCH, THE PARTICIPATION IN THE FUND IS NOT COVERED OR INSURED BY THE PHILIPPINE DEPOSIT INSURANCE CORPORATION ("PDIC"). ANY INCOME OR LOSS OF THE FUND (WHETHER REALIZED OR UNREALIZED) WILL IMPACT THE NAVPU AND SHALL BE FOR THE ACCOUNT AND RISK OF THE PARTICIPANT.**
- 10.2. **THE TRUSTEE DOES NOT AND SHALL NOT GUARANTEE A FIXED RATE OF RETURN OR INCOME TO THE PARTICIPANTS. LOSSES, IF ANY, SHALL BE FOR THE ACCOUNT AND RISK OF THE PARTICIPANTS.**

**Article XI
TAXATION**

- 11.1. Taxation or tax exemption on income or other yield earned by a Participant from the Fund shall be based on prevailing tax laws and regulations of the relevant tax authority.
- 11.2. Taxes on investments of the Fund or income earned by the Fund, including assessments for deficiencies, penalties, surcharges, claims and costs for defense or counsel in appropriate proceedings shall be for the account of the Fund.
- 11.3. Notwithstanding anything to the contrary contained herein, in the event that there shall hereafter occur any change in tax laws/rulings or in the interpretation or administration thereof, the Trustee shall not be precluded from collecting the entire amount of additional taxes, including any interest, surcharge or penalties from the Fund or Participant, as the case may be, resulting from the implementation of such change. Investors are thus exposed to legal and tax risks since additional taxes, including any surcharge or penalty, may be applied to transactions of the Fund made prior to the investor becoming a unitholder, if any change in laws/rulings or in the interpretation or administration thereof is implemented with a retrospective effect.

Article XII
OTHER TERMS AND CONDITIONS

- 12.1. The provisions of the Participating Trust Agreement and Confirmation of Participation shall be in accordance with this DOT and shall include other provisions as may be required by the BSP rules and regulations or as may be deemed necessary under the circumstances, provided that, any such additional provisions are not inconsistent with this DOT. The provisions of this Plan shall prevail over those of the Participating Trust Agreement or the Confirmation of Participation, in the event that there is an inconsistency between their provisions.
- 12.2. The Confirmation of Participation, to be effective, need not be manually signed by the Trustee or its authorized representative. It may be in the form of an electronic document which shall be governed by R.A. No 8792, otherwise known as the Electronic Commerce Act, and its implementing rules and regulations.

IN WITNESS WHEREOF Sun Life Investment Management and Trust Corporation has caused this Declaration of Trust to be signed by its authorized officers on 10 December 2024 at Taguig City.

SUN LIFE INVESTMENT MANAGEMENT AND TRUST CORPORATION

Michael Gerard D. Enriquez
President

Maria Concepcion P. Cruz
Chief Operations Officer

APPENDIX I – Fund Specifications

1. Fund Name	Sun Life Investment Management (SLIMTC) PHP Medium-Term Multi-Class Fixed Income Bond Fund
2. Fund Structure	Unit Investment Trust Fund. The Fund shall be treated as a “Multi-Class Fund” and will have more than one class of Participation Unit.
3. Investment Objective	<p>The objective of the strategy:</p> <ul style="list-style-type: none"> • Consistency of source of return whether from total return or accrual stability while taking into consideration mark to market volatility. • Mimic the Benchmark of Government Securities (GS) (i.e. Fixed Income Index Tracker)
4. Investment Policy	<p>The PHP Bond fund aims to utilize the investability and familiarity of PHP denominated bond exposure. This strategy is suitable for clients aiming for a local diversified fixed income exposure.</p> <p>Underlying Assets: PHP-denominated cash and time deposit products Money Market Funds PHP-denominated securities issued or guaranteed by the Philippine government or by the Bangko Sentral ng Pilipinas (BSP) Derivatives* GOCC Other tradable investment outlets/categories as the BSP may allow</p> <p>Currency: PHP</p> <p>The Fund may avail itself of financial derivatives instruments solely for the purpose of hedging risk exposures of its existing investments provided these are disclosed to Participants, are accounted for in accordance with existing BSP hedging guideline as well as the Trustee’s risk management and hedging policies duly approved by the Board of Directors and all the requirements for hedging transactions under Philippine Accounting Standards (PAS) or Philippine Financial Reporting Standards (PFRS) are observed. The risk exposures include those enumerated in the Risk Disclosure Statement of the Trustee’s UITFs.</p> <p>The combined exposure limit of the Fund to any entity and its related parties shall not exceed 15% of the market value of the Fund or as may be prescribed by the BSP.</p> <p>This Limitation shall not apply to non-risk assets as defined by the BSP.</p> <p>In case the limits prescribed above are breached due to the marking-to-market of certain investment/s or any extraordinary circumstances, e.g., abnormal redemptions which are beyond the control of the trustee, the trustee shall be given thirty (30) days from the time the limit is breached, or in case of investor funds thirty (30) days from date of receipt of report indicating the net asset value of the fund, to correct the same.</p> <p><i>*Limited to derivatives that are allowed by the BSP to be used by SLIMTC</i></p>

5. Target Asset Allocation	<table border="1" data-bbox="755 126 1510 409"> <thead> <tr> <th>Asset Allocation</th> <th>Strategic Allocation</th> <th>Tactical Range</th> </tr> </thead> <tbody> <tr> <td>Cash and Cash Equivalents¹</td> <td>5%</td> <td>0% - 50%</td> </tr> <tr> <td>Equities</td> <td>-</td> <td>-</td> </tr> <tr> <td>Fixed Income</td> <td>95%</td> <td>50% - 100%</td> </tr> <tr> <td> Sovereigns</td> <td>95%</td> <td>50% - 100%</td> </tr> <tr> <td> Derivatives as hedge</td> <td>0%²</td> <td>0% - 10%</td> </tr> </tbody> </table> <p data-bbox="755 415 1437 472">¹ Cash and Cash Equivalents consists of savings and time deposits with other banks, and money market funds.</p> <p data-bbox="755 504 1502 598">² Allocation for Derivatives as % of AUM measures the percentage of the marked to market exposure of the fund that is used in derivatives hedging. That is:</p> $\frac{\sum \text{absolute value (MTM of unfunded derivatives)}}{\text{Total Assets Under Management}}$	Asset Allocation	Strategic Allocation	Tactical Range	Cash and Cash Equivalents ¹	5%	0% - 50%	Equities	-	-	Fixed Income	95%	50% - 100%	Sovereigns	95%	50% - 100%	Derivatives as hedge	0% ²	0% - 10%
Asset Allocation	Strategic Allocation	Tactical Range																	
Cash and Cash Equivalents ¹	5%	0% - 50%																	
Equities	-	-																	
Fixed Income	95%	50% - 100%																	
Sovereigns	95%	50% - 100%																	
Derivatives as hedge	0% ²	0% - 10%																	
6. Risk Disclosures	<p data-bbox="755 724 1412 787">Investment to funds generally expose the investor to the following risks:</p> <ul data-bbox="803 787 1185 1008" style="list-style-type: none"> • Market/Price Risk • Liquidity Risk • Credit Risk/Default Risk • Reinvestment Risks • Potential Conflict of Interest • Tax Risk • Other Risks 																		
7. Benchmark	<p data-bbox="755 1045 1518 1102">Bloomberg Philippine Sovereign Bond Index 1-5 Year, net of tax (adjusted by Sun Life)</p> <p data-bbox="755 1134 1518 1312">Bloomberg Philippine Sovereign Bond Index 1-5 Year, net of tax (adjusted by Sun Life) is a rules-based, market-value weighted index created to measure the shorter-term (1-5 years) fixed-rate local currency securities publicly issued by the Philippines, including retail securities. Minimum par amount for inclusion in the index is PHP3bn.</p> <p data-bbox="755 1344 1518 1396">Information on the index and its constituents can be taken from Bloomberg.</p>																		
8. Maximum Modified Duration	5 years																		
9. Qualified Participant	<p data-bbox="755 1444 1518 1533">Natural persons or juridical entities with legal capacity to contract, subject to the account opening procedures established by the Trustee, divided into three classes:</p> <p data-bbox="852 1564 1518 1648">Class A – This Unit Class is open to all natural persons and juridical entities* that meet the Minimum Initial Participation of PHP 5,000.</p> <p data-bbox="852 1680 1518 1774">Class B – This Unit Class is open to all natural persons and juridical entities* that meet the Minimum Initial Participation of PHP 15,000,000.</p> <p data-bbox="852 1806 1518 1900">Class C – This Unit Class is only open to Investment Management Agreements (IMA) and other Fiduciary Accounts with the Trustee.</p> <p data-bbox="755 1932 1518 1984">*Juridical Entities are entities such as, but not limited to, corporations, partnerships, government financial institutions,</p>																		

	educational institutions, organizations, and foundations, all subscribing on their own behalf; and such other arrangements / structures which institutional investors put into place for the management of their own assets.
10. Recommended Investment Horizon	3 to 5 years
11. Minimum Risk Profile of Qualified Participants	The Fund is suitable for investors with a medium-term investment horizon, have at least a Moderately Conservative risk profile, and looking for a steady income stream, and willing to take on the pertinent risks.
12. Base Currency	Philippine Peso (PHP)
13. Initial NAVpu	Class A: PHP 1.0000 Class B: PHP 1.0000 Class C: PHP 1.0000
14. Trading Frequency	Daily
15. Business Day Definition	Shall mean any day except Saturday, Sunday, or any day which is a legal holiday of the Philippines or any day on which banking institutions in the Philippines are authorized or required by law or other governmental action to close.
16. Subscription Requirements and Conditions	
16.1. Minimum Initial Participation	Unit Class A: PHP 5,000 Unit Class B: PHP 15,000,000 Unit Class C: PHP 5,000
16.2. Minimum Maintaining Participation	Unit Class A: PHP 5,000 Unit Class B: PHP 15,000,000 Unit Class C: PHP 5,000
16.3. Minimum Additional Participation	Unit Class A: PHP 5,000 Unit Class B: PHP 500,000 Unit Class C: PHP 5,000
16.4. Subscription Cut-Off Time	Up to 12:00 NN of any business day
16.5. Subscription Settlement Date	On Trade Date, on or before Subscription Cut-Off Time
16.6. Subscription Price	Applicable NAVpu on Trade Date
17. Redemption Requirements and Conditions	
17.1. Minimum Redemption Amount	Unit Class A: PHP 5,000 Unit Class B: PHP 5,000 Unit Class C: PHP 5,000
17.2. Redemption Cut-Off Time	Up to 12:00 NN of any business day
17.3. Redemption Settlement Date	Proceeds from redemption shall be paid out of the Fund to the Participant within Trade Date + 2 Business Days (end of business day).
17.4. Redemption Price	Applicable NAVpu on Trade Date
18. Trust Fees per Annum	Unit Class A: 1.40% per annum Unit Class B: 1.15% per annum Unit Class C: 0.00% per annum

19. Admission / Participation and Redemption

19.1. Policies of Admission and Redemption

Admission (whether new investment or additional investments) to and redemption (whether full redemption or partial redemption) from the Fund will be conducted on a Business Day, within the Subscription Cut-off Time and Redemption Cut-Off Time. Any instructions made after the Subscription Cut-Off Time and Redemption Cut-off Time shall be admitted the following Business Day using the Net Asset Value per Unit (NAVpu) for that said Business Day. These shall be subject to the account opening and closure policies of SLIMTC. Admission and/or redemption shall be executed in units and valued based on the Net Asset Value per Unit (NAVpu) of the Fund at the end of the trade date or the following trade date if beyond cut-off, in accordance with existing BSP Regulations on mark to market valuation of investment securities held by the Fund. Finally, only cleared funds shall be acceptable for investment.

19.2. Admission and Redemption

Admission and redemption prices shall be based on the end-of-day NAVPu, in accordance with existing BSP's Rules and Regulations on marking to market valuation of investment instruments.

19.3. Participating Trust Agreement

The client/participant shall sign on the Participating Trust Agreement only upon initial admission to the Fund, which Agreement provides the general terms and conditions of the Fund. Any subsequent contributions to the Fund shall no longer require execution of a new Trust Agreement.

19.4. Confirmation of Participation

Participation shall also be subject to the following requirements/conditions:

- a) A Confirmation of Participation (COP) shall be issued by the Trustee for any contribution made by the Participant or Trustor to the Fund and shall be in system-generated numbered electronic forms specific to each participation initially set in the design, format and text prescribed to the minimum requirements provided under Section 414-Q of the MORNBF1.
- b) The COP issued by the Trustee shall specify the name of the Participant or Trustor, the amount and date of the Contribution, the price at which the units in the Fund are purchased, with the price referring to the NAVpu and the total units purchased in the Fund.
- c) All system-generated COPs shall need no signature and shall not be required to be surrendered to the Trustee upon redemption of the investment. The “delivery” or “release” of the system-generated COP shall be through the Participant or Trustor’s e-mail.
- d) The Trustee shall deliver or release the COP to the Participant or Trustor two (2) Business Days after trade date after the Trustee’s receipt of actual payment of Contribution to the Fund within the Subscription Cut-Off Time, which payment is further defined in the succeeding sub-section on the Basis for Admission and Redemption.

19.5. Confirmation of Redemption

Redemption shall also be subject to the following requirements/conditions:

1. A Confirmation of Redemption (COR) shall be issued by the Trustee for any Redemption made by the Participant or Trustor from the Fund (the “Client Redemption Instruction”), duly acknowledged by the Trustee, and shall be in system-generated numbered electronic forms specific to each participation initially set in the design, format and text prescribed by the Trustee or in such other form as may be determined under Section 414-Q of the MORNBF1.
2. The COR issued by the Trustee shall substantially be in the form such that the Participant or Trustor shall be advised of the Redemption amount (on the basis of the Client Redemption Instruction) and the number of units being redeemed from the Fund and Redemption Settlement Date. The NAVpu to be applied on the Redemption amount shall be made available to the Trustor/Participant by the Trustee.
3. All system-generated CORs shall need no signature. The “delivery” or “release” of the system-generated COR shall be through the Participant or Trustor’s e-mail.
4. The Trustee shall deliver or release the COR to the Participant or Trustor two (2) Business Days after **Trade Date** and the release of the trustee of the Redemption Proceeds shall be governed by Section 1 herein and is further defined in the succeeding sub-section on the Basis for Admission and Redemption.

19.6. Currency and Interest in the Fund

- a) Participation in the Fund shall at all times be composed of units representing equal interest in the Fund, without interest priority of one over the other. The interest of each participant in the Fund shall be recorded by the Trustee in the Record of Participation.
- b) The Fund’s currency shall be in the Base Currency of the Fund and will have the Initial NAVpu as its initial value.
- c) Upon receiving the contribution/investment in the Fund, the Trustee shall divide the principal by the prevailing NAVpu on the date of investment to arrive at the equivalent number of units to be purchased by the participant. The resulting number of units shall be rounded off to three (3) decimal places.
- d) Initial investments in the Fund shall be in the Minimum Investment Amount, the equivalent of which in terms of units will vary depending on the prevailing NAVpu at any given time. Any additional investments shall be in the Minimum Additional Participation. Any amendments on the said minimum amount of participation shall be subject to the provisions of Section 414-Q of the MORNBF1.

19.7. Basis for Admission and Redemption

- a) Units of the participation in the Fund may be purchased within the Subscription Cut-Off Time or redeemed within the Redemption Cut-off Time of any Business Day. For partial redemption requests, the same shall be dealt

with by the Trustee in chronological order according to the day that notice/request for redemption is received by it subject to the Minimum redemption Amount.

- b) The NAVpu shall be the basis for all purchases or redemption of units of participation. Units purchased by a participant shall be paid by the Trustor through the Subscription Settlement Mode on the Subscription Settlement Date. Units redeemed by the Trustor shall be paid through the Redemption Settlement Mode by the Trustee on the Redemption Settlement Date.
- c) The participant in the Fund may redeem its participation on any Business Day provided that prior notice of redemption, using the UITF Order Form, Trustee is acknowledged by the Trustee within the Redemption Cut-off.

20. Suspension of NAVpu Calculation

The Trustee may temporarily suspend the calculation of the Fund's NAVpu in any of the following circumstances:

- a) when the exchange or other regulated markets, functioning in a regular manner, recognized and open to the public, supplying listings for a significant portion of the assets of the Fund, is closed for periods other than regular holidays, or when transactions thereat are suspended or subject to restrictions;
- b) when the means of communications or calculation used to determine the value of a substantial portion of the assets of the Fund are suspended (e.g. no internet or phone service in Metro Manila), or when the value of a substantial portion of the investments of the Fund cannot be determined with the desirable speed and accuracy;
- c) when factors due, inter alia, to the political, economic, military or monetary climate, and force majeure, which are outside the control, liability and operational scope of the Trustee shall prevent the same from transacting assets on behalf of the Fund and from determining the NAV thereof in a normal and reasonable manner; or
- d) when the market for a currency in which a significant portion of the assets of the Fund is invested shall be closed for periods other than normal holidays, or when transactions thereon are suspended or subject to restrictions.

Should the Trustee suspend the calculation of the NAV and NAVpu, it shall also suspend acceptance of subscription and redemption orders. Such suspension shall promptly be communicated to the Participants and potential investors, and in particular to Participants requesting redemption of their Units. The Trustee shall endeavor to provide a notice to the Fund's participants prior to the suspension of the NAVpu calculation and acceptance of subscriptions or redemptions as the situation may allow. For urgent situations involving the suspension of NAVpu situation, a post-notification shall be submitted to the BSP within two (2) business days from occurrence of the suspension.

21. Trust Fee Computation

The Trust Fee shall be accrued daily and payable monthly or at such periodic intervals as the Trustee may determine.

The Trust Fee shall be computed daily based on the following formula:

	A Units	B Units	C Units	Fund Total
Opening Net Assets (ONA) for the day	ONA (A)	ONA (B)	ONA (C)	ONA (A) + ONA (B) + ONA (C) = ONA
Allocation Ratio	A%	B%	C%	A% + B% + C% = 100%
Add/(Deduct): Shared Income (INC) and Expenses before Trust Fee (EXP) for the day	(INC – EXP) x (A%)	(INC – EXP) x (B%)	(INC – EXP) x (C%)	(INC – EXP) x (A%) + (INC – EXP) x (B%) + (INC – EXP) x (C%) = Total Shared Income and Expense of the Fund for the day
Net Assets (NA) before Trust Fee Payable (ONA + INC – EXP = NA)	XXX.XX = NA(A)	XXX.XX = NA(B)	XXX.XX = NA(C)	NA(A) + NA(B) + NA(C) = NA
Daily Trust Fee*	NA(A) x FEE RATE(A) % /360	NA(B) x FEE RATE(B) % /360	NA(C) x FEE RATE(C) % /360	Total Trust Fees of each class

*FEE RATE will vary per Unit Class. Please refer to Section 18 for Trust Fees per Annum of each Unit Class for the corresponding FEE RATE that will be used.

WHERE:

$$A\% = \frac{\text{ONA (A)}}{\text{ONA (A) + ONA (B) + ONA (C)} = \text{ONA}}$$

$$B\% = \frac{\text{ONA (B)}}{\text{ONA (A) + ONA (B) + ONA (C)} = \text{ONA}}$$

$$C\% = \frac{\text{ONA (C)}}{\text{ONA (A) + ONA (B) + ONA (C)} = \text{ONA}}$$

22. Valuation of Participation Units

The NAVpu of each class of Participation Units shall be determined by dividing the total net assets of a class by the total number of units outstanding of such class as of Trade Date. The net assets of each class shall represent the opening net assets of such class plus its allocation from the shared income for all classes, less its allocation from the shared expenses for all classes, plus income specific to such class, less fees, taxes, and other qualified expenses. The allocation ratio shall be determined by the proportion of such class compared to the opening net assets of the Multi-Class Fund.

23. NAVpu Availability

Valuation Date + 1 Business Day, on or before 11:30 a.m. To allow for instances when pricing of securities become available only after office hours and to standardize release of the fund valuation, NAVpus will be released on Valuation Date + 1 Business Day.

Historical NAVpu is available on the Trustee's website.

24. Custodian

Investment in securities of the Fund shall be held for safekeeping by Citibank, N.A., Manila and/or BSP accredited third party custodians which shall perform independent marking-to-market of such securities.

25. Withholding Taxes

The Trustee shall have no responsibility to withhold income or other taxes on revenues from the Fund, except when specifically required by law.

26. Definitions

“Applicable Law”

shall mean the laws of the Republic of the Philippines, including all rules, regulations, ordinances, codes, orders or other issuances of the national or local government in the Philippines, or of any other territory with jurisdiction over the Participant.

“Business Day”

shall mean any day except Saturday, Sunday, or any day which is a legal holiday of the Philippines or any day on which banking institutions in the Philippines are authorized or required by law or other governmental action to close.

“BSP”

shall mean the Bangko Sentral ng Pilipinas.

“Client Suitability Assessment”	shall mean the process by which the Trustee shall perform a client profiling for all UITF participants under the general principles on client suitability assessment to guide the client in choosing investment outlets that are best suited to his objectives, risk tolerance, preferences and experience.
“Manual of Regulations for Non-Bank Financial Institutions” (MORNBFI)	Shall mean the principal source of banking regulations issued by the Monetary Board of the Bangko Sentral.
“Material Change”	<p>shall mean a change in the investment objective, business structure, operations or commercial terms of the Fund that would be considered important by a reasonable investor in determining whether to invest or continue to hold units of the Fund. Examples of these would be the following:</p> <ul style="list-style-type: none"> • Change in Investment Objective • Change in Fund Manager • Change in Target Fund • Change in Fees • Change in frequency of subscriptions and redemptions • Change in minimum holding period • Change in tax treatments <p>Generally, material changes would result to an amendment of the Fund’s Plan Rules. Non-material changes as opposed to material changes are those which would not have much impact on the decision of an investor to invest or remain invested in the Fund.</p>
“Multi-Class Fund”	Shall mean a UITF Fund structure which has more than one class of units in the Fund and is investment in the same pool of securities and the same portfolio, under the same investments objectives and policies.
“Net Asset Value” (NAV)	shall mean the value of the Fund as a whole, which is derived from the summation of the market value of the underlying securities of the Fund plus accrued interest income and other receivables less liabilities and qualified expenses.
“Net Asset Value per Unit” (NAVpu)	shall mean the value of each Participation Unit in the Fund. The same is computed by dividing the NAV of the Fund by the number of outstanding units.
“Participating Trust Agreement”	shall refer to an instrument in writing covering the terms and conditions of the Trust.
“Participant”	shall mean a person or entity qualified to invest in the Fund, pursuant to the rules established by the Trustee, which owns units of participation in the Fund.
“Participation”	shall mean the investment of a Participant in the Fund through the purchase of Participation Units of the Fund.
“Participation Unit”	shall mean the interest of a Participant in the Fund wherein each unit shall have uniform rights or privileges, as any other unit.
“Pooled Fund Accounting”	shall mean the accounting method applied to UITFs wherein which the total assets and accountabilities of each fund shall be accounted for as a single account. The investments of a Multi-Class Fund shall remain as one pool and are not separately allocated to classes.
“Risk Return Orientation”	shall mean the risk tolerance of a client which is influenced by factors such as investment objective, cashflow requirement, investment time horizon and knowledge of investment markets and instruments.
“Trade Date”	shall mean a Business Day where the subscription and/or redemption order is executed.

“Unit Investment Trust Fund” (UITF) shall mean an open-ended pooled trust fund which is operated and administered by a trust entity and made available by participation.

“U.S. Persons”

shall mean:

- a) a U.S. citizen
 - b) any natural person resident in the United States;
 - c) any partnership or corporation organized or incorporated under the laws of the United States;
 - d) any estate of which any executor or administrator is a U.S. Person;
 - e) any trust of which any trustee is a U.S. Person;
 - f) any agency or branch of a foreign entity located in the U.S.;
- any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; any partnership or corporation if (i) organized or incorporated under the laws of any foreign jurisdiction; and (ii) formed by a U.S. Person principally for the purpose of investing in securities not registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), unless it is organized or incorporated, and owned by accredited investors (as defined in Rule 501 (a) of the Securities Act) who are not natural persons, estates or trusts.

“Valuation Date”

Shall mean a Business Day where the NAVPU is calculated