

# Participating Trust Agreement Form

## IMPORTANT NOTES & INSTRUCTIONS:

The accomplished and signed **Participating Trust Agreement Form** must be submitted via email to your SLIMTC Relationship Manager or to your Certified UITF Sales Personnel, along with the required documents. All signed documents shall be treated as original copies.

Please write legibly using **CAPITAL LETTERS**, then **sign the form** only when completely filled out.

FOR CUSP / RM USE ONLY

Advisor Code / RM Code

GENERAL INFORMATION

Account Number

Date Accomplished (mm-dd-yyyy)

*\*For submission of this document as part of account opening, kindly leave this blank. Otherwise, please provide your account number.*

Client Name/s

PARTICIPATING TRUST AGREEMENT

### A. Select the Unit Investment Trust Fund (UITF) you agree to participate in.

The undersigned Participant/s, as TRUSTOR (regardless of number), through this Participating Trust Agreement (the "Agreement"), hereby agrees to participate in the selected investment product in section A (the "FUND") a fund the TRUSTOR has duly selected in his Client Suitability Assessment (CSA)/Investment Policy Statement (IPS) established and administered by Sun Life Investment Management and Trust Corporation (the "TRUSTEE").

It is expressly understood and agreed that this Agreement is subject to, and does not amend, modify or limit, the Funds' Declarations of Trust (the "Plan Rules") pertaining to the investments of the TRUSTOR, and is amenable to all the terms and conditions contained therein. As such, the TRUSTOR hereby explicitly declares that investment in the FUND is suitable to the investment requirements of the TRUSTOR.

The TRUSTOR and the TRUSTEE likewise agree as follows:

- 1. Participation and Redemption** - Participation in the FUND and redemption of such participation shall be allowed only on the basis of the net asset value of each participation unit (the "NAVPU") determined in accordance with the applicable Plan Rules. The TRUSTOR's investment in the FUND shall be expressed in terms of number of units of participation as appearing in the TRUSTOR's evidence of participation. The TRUSTOR shall transfer, convey and pay unto the TRUSTEE, such amount representing the value of the units as indicated in the TRUSTOR's evidence of participation, in the currency likewise indicated therein. Redemption of the Trustor's participation in the FUND shall only be allowed through means pursuant to the TRUSTEE's policy. Participation and redemption shall be allowed only at such frequency or at such times as provided in the applicable Plan Rules.
- 2. Client Suitability** - Prior to the acceptance of participation, the TRUSTEE shall perform client suitability, through Client Suitability Assessment forms, which shall be acknowledged and signed by the TRUSTOR.
- 3. Disclosure of Risks** - Prior to the signing of the Agreement, the TRUSTOR shall have completely read, fully understood and acknowledged the Risk Disclosure Statement provided by the TRUSTEE.
- 4. Joint Trustor Accounts** - Designation of a joint account as an "AND" or "OR" account shall be made by all the holders of the said joint account who shall be co-TRUSTORS. In the case of "AND" accounts, all instructions in connection with the operation of the account including redemptions therefrom must be signed or authorized by all the co-TRUSTORS. In the case of "OR" accounts, any one of the co-TRUSTORS is authorized to operate the account and to effect redemptions therefrom.
- 5. Administration and Investment of the FUND** - The FUND, which is the pool of trust funds from the participating trustors thereof, shall be managed, administered and invested by the TRUSTEE under the operation of the applicable Plan Rules.
- 6. Disclosure of Investment Outlets** - The TRUSTEE shall make available for the information of any interested participant a list of prospective and outstanding investment outlets for the FUND, which list shall be updated quarterly.
- 7. Data Privacy and Processing** - The TRUSTEE is authorized to disclose information, in any form, and provide documents relating to the TRUSTOR if required, requested or permitted to do so by: (a) Any applicable law or regulation; (b) Any applicable central depository, clearing body, company registrar, securities exchange, securities custodians, courts, regulatory body, BSP examiners and auditors; (c) The issuer/brokers/counterparties of the securities where the FUND or any part thereof is invested/will be invested; or (d) The entities managing the target fund/s, in case of feeder fund or fund of fund UITFs. The TRUSTOR likewise authorizes the transfer, disclosure and communication of any information relating to him/her from the TRUSTEE to, between and among offices and branches, of the TRUSTEE in connection with the provision of any product or services to the TRUSTOR and/or for data processing, storage, analysis, customer satisfaction surveys and anti-money laundering and US Foreign Account Tax Compliance Act (and other similar laws) monitoring and reporting. The TRUSTOR likewise consents to the use, processing and retention of personal and sensitive information (as defined under the Data Privacy Act of 2012) pertaining to him/her by the TRUSTEE for the purpose of this Agreement and in accordance with laws and regulations.
- 8. Compensation** - As compensation for the TRUSTEE's services, it shall be entitled to compensation as provided in the applicable Plan Rules.
- 9. Cooling-Off Period** - The TRUSTOR who is an individual or a juridical entity that is considered a micro or small enterprise (as defined inapplicable Department of Trade and Industry (DTI) regulations) is entitled to a cooling-off period of two (2) banking days (the "Cooling-Off Period") from the date of initial participation of the TRUSTOR in the Fund, without penalty. Should the TRUSTOR decide to avail of the Cooling-Off Period, the TRUSTOR shall inform the TRUSTEE through a written notice of redemption. Upon receipt of the notice, the request shall be implemented subject to the Redemption Cut-Off Time and Redemption Settlement Date of the Fund. As a result of the cancellation, the TRUSTOR understands that such cancellation may result in a gain or loss depending on the prevailing net asset value per unit (NAVPU). The TRUSTOR shall bear the loss and the payment of all applicable costs and expenses arising from the termination of the Agreement.

10. **Liability of the TRUSTEE** - Save for cases solely attributable to the TRUSTEE's fraud, willful default, evident bad faith or gross negligence, the TRUSTEE shall not be liable for any loss or depreciation in the value of the FUND or in the value of the TRUSTOR's units of participation in the FUND arising from any act done by the TRUSTEE pursuant to the terms hereof and the applicable Plan Rules. Neither shall the TRUSTEE be liable for refraining to do any act where such inaction in the good faith judgment of the TRUSTEE is necessary and appropriate for the proper and advantageous administration and management of the FUND.

11. **Complaints Handling** - The TRUSTEE is regulated by the Bangko Sentral ng Pilipinas. For any complaint regarding the account, the TRUSTOR may: (a) Call (02) 8849 9888 during business hours (8:30AM to 5:30PM, Monday to Friday); (b) Send an email to SLIMTC.Communications@sunlife.com; or (c) Send an email to/call/visit the TRUSTOR's assigned Relationship Manager. Complaints received will be immediately relayed/elevated to the designated business unit for appropriate handling in accordance with the TRUSTEE's policies. The TRUSTOR may also contact the BSP Financial Consumer Protection Office at (02) 8708-7087 and email: consumeraffairs@bsp.gov.ph.

12. **Amendments** - This Agreement shall be deemed automatically modified as and when the Plan Rules are amended by the TRUSTEE in order to comply with applicable laws and/or Bangko Sentral ng Pilipinas rules and regulations and for such other purposes as may be deemed proper and reasonable by the TRUSTEE.

13. **Term of Agreement** - This Agreement shall continue and remain in force until the termination of the FUND in accordance with the Plan Rules or with laws, rules and regulations then existing.

14. **Reference Documents** - The terms and conditions in the Plan Rules, Risk Disclosure Statement, Client Suitability Assessment, and the Evidence of Participation to be issued pursuant hereto. In executing this Agreement, TRUSTOR represents that he has carefully read and fully understood the same, and that the TRUSTOR has agreed to be bound by all the terms and conditions thereof. In case of inconsistencies, the provisions of the Plan Rules shall prevail over those of this Agreement and the other reference documents.

15. **Retention Policy** - The TRUSTEE shall only retain and keep agreements, documents and records regarding the account for the period required by law, regulations and the TRUSTEE's retention policies. The TRUSTEE is authorized to dispose of or delete agreements, documents and records after the expiration of this required retention period. The TRUSTEE shall not be responsible for producing these agreements, documents and records for any purpose, and shall not incur any liability for failure to produce the same beyond the agreed period.

16. **Evidence of Participation** - Contributions of the TRUSTOR into the FUND shall be evidenced by a separate Confirmation of Participation or Statement of Account which shall be issued by the TRUSTEE for this purpose. Any evidence of participation is non-negotiable and serves only to confirm the units purchased as of its date. The possession of the original copy of any evidence of participation does not constitute proof that the units appearing therein remain outstanding. The TRUSTOR's outstanding units shall be based solely on the books and records of the TRUSTEE. The TRUSTEE reserves the right to require the prior endorsement/surrender of any evidence of participation upon redemption of units. Notwithstanding the requirement for endorsement/surrender, mere possession of evidence of participation shall not be presumed or deemed as proof of non-payment of the redemption.

17. **THE TRUSTOR ACKNOWLEDGES THAT THE FUND IS A TRUST PRODUCT AND NOT A DEPOSIT ACCOUNT NOR AN OBLIGATION OF, NOR GUARANTEED, NOR INSURED BY SUN LIFE INVESTMENT MANAGEMENT AND TRUST CORPORATION OR ITS AFFILIATES OR SUBSIDIARIES. THE FUND IS NOT INSURED OR GOVERNED BY THE PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC). THE FUND DOES NOT CARRY ANY GUARANTEED RATE OF RETURN AND ANY INCOME OR LOSS ARISING FROM MARKET FLUCTUATIONS AND PRICE VOLATILITY OF THE SECURITIES HELD BY THE FUND, INCLUDING INVESTMENTS IN GOVERNMENT SECURITIES, IS FOR THE TRUSTOR'S ACCOUNT. THE UNITS OF PARTICIPATION IN THE FUND, WHEN REDEEMED, MAY BE WORTH MORE OR LESS THAN THE TRUSTOR'S INITIAL INVESTMENT. HISTORICAL PERFORMANCE, WHEN PRESENTED, IS PURELY FOR REFERENCE PURPOSES AND IS NOT A GUARANTEE OF SIMILAR FUTURE RESULTS. THE TRUSTEE IS NOT LIABLE FOR LOSSES, UNLESS THERE IS FRAUD, WILLFUL DEFAULT, EVIDENT BAD FAITH OR GROSS NEGLIGENCE ON ITS PART.**

The TRUSTOR hereby designates the following account details as the 'Primary Settlement Account' for all its subsequent UITF redemptions. In case said TRUSTOR is a joint account operated as an "OR" account, the CO-TRUSTORS agree to designate this Primary Settlement Account and shall release Sun Life Investment Management and Trust Corporation (SLIMTC) from any liability whatsoever.

**Currency** (should match the currency of the nominated UITF)

Peso (PHP)  Dollar (USD)

**Bank Name**

**Bank Account Number**

**Bank Account Name**

**IN WITNESS WHEREOF**, the parties have caused the execution of this instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in the City of Taguig, Philippines.

TRUSTOR(S)

( NOTE: For joint accounts, all accountholders must sign below.  
For institutional accounts, please sign according to the signing instructions of your institution.)

**Primary Account Holder / Authorized Signatory (1)**

Printed Name

Signature

Place of signing (City/Municipality, Country)

Date Signed (e.g. mm-dd-yyyy)

**Secondary Account Holder / Authorized Signatory (2)**

<input type="text"/>	<input type="text"/>
Printed Name	Signature
<input type="text"/>	<input type="text"/>
Place of signing (City/Municipality, Country)	Date Signed (e.g. mm-dd-yyyy)

**Secondary Account Holder / Authorized Signatory (3)**

<input type="text"/>	<input type="text"/>
Printed Name	Signature
<input type="text"/>	<input type="text"/>
Place of signing (City/Municipality, Country)	Date Signed (e.g. mm-dd-yyyy)

**Secondary Account Holder / Authorized Signatory (4)**

<input type="text"/>	<input type="text"/>
Printed Name	Signature
<input type="text"/>	<input type="text"/>
Place of signing (City/Municipality, Country)	Date Signed (e.g. mm-dd-yyyy)

**Secondary Account Holder / Authorized Signatory (5)**

<input type="text"/>	<input type="text"/>
Printed Name	Signature
<input type="text"/>	<input type="text"/>
Place of signing (City/Municipality, Country)	Date Signed (e.g. mm-dd-yyyy)

**TRUSTEE (SUN LIFE INVESTMENT MANAGEMENT AND TRUST CORPORATION)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
Printed Name	Signature	Date (e.g. mm-dd-yyyy)
<input type="text"/>	<input type="text"/>	<input type="text"/>
Printed Name	Signature	Date (e.g. mm-dd-yyyy)

**SIGNATURE VERIFIED**

<input type="text"/>	<input type="text"/>	<input type="text"/>
Printed Name	Signature	Date (e.g. mm-dd-yyyy)