

INVESTMENT MANAGEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this _____ by and between:

_____, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at _____ through its authorized signatory, hereinafter referred to as the “**PRINCIPAL**”,

– and –

METROPOLITAN BANK & TRUST COMPANY, a universal banking corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, herein represented by **TRUST BANKING GROUP**, authorized to perform trust and other fiduciary functions, with principal office at the 16th Floor, Metrobank Center, 7th Avenue corner 35th Street, Bonifacio Global City, Taguig, hereinafter referred to as the “**INVESTMENT MANAGER**”.

(The “**PRINCIPAL**” and the “**INVESTMENT MANAGER**” are hereinafter collectively referred to as “Parties”)

RECITALS:

The **PRINCIPAL** desires to avail of the services of the **INVESTMENT MANAGER** relative to the management and investment of the **PRINCIPAL**'s investible funds.

The **INVESTMENT MANAGER** is willing to render the services required by the **PRINCIPAL** as set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants and stipulations herein, the Parties hereto have agreed as follows:

ARTICLE I INVESTMENT PORTFOLIO

- Delivery of the FUND and/or Assets.** The **PRINCIPAL** shall deliver to the **INVESTMENT MANAGER** cash and/or assets in the amount of _____ (amount in words) (_____ amount in figures) on _____ (date of contribution).
- Composition.** The cash/assets which the **PRINCIPAL** has delivered to the **INVESTMENT MANAGER** as well as such deposits/securities in which said sums are invested, the proceeds, interests or profits realized from the management, investment and reinvestment thereof, less payments and other charges shall constitute the managed funds and shall be referred to as the “**PORTFOLIO**”. For purposes of this Agreement, the terms *securities* shall be deemed to include commercial papers, shares of stock and other financial instruments.
- Delivery of Additional FUND and/or Assets.** At any time hereafter and from time to time at the discretion of the **PRINCIPAL**, the latter may deliver additional **FUNDS/assets** to the **INVESTMENT MANAGER** which shall form part of the **PORTFOLIO** and shall be subject to the same terms and conditions of this Agreement. Subject to additional requirements as may be required by the **INVESTMENT MANAGER**, a letter from the **PRINCIPAL** and physical delivery to the **INVESTMENT MANAGER** of additional **FUNDS/assets** shall suffice for any addition to the **PORTFOLIO**.
- 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 FUNDS AND PROPERTIES SUBJECT OF THIS AGREEMENT. THIS AGREEMENT IS FOR FINANCIAL RETURN AND FOR THE APPRECIATION OF ASSETS OF THE ACCOUNT.**

THIS AGREEMENT DOES NOT GUARANTEE A YIELD, RETURN OR INCOME BY THE INVESTMENT MANAGER. AS SUCH, PAST PERFORMANCE OF THE PORTFOLIO ACCOUNT IS NOT A GUARANTY OF FUTURE PERFORMANCE AND THE INCOME OF INVESTMENTS CAN FALL AS WELL AS RISE DEPENDING ON PREVAILING MARKET CONDITIONS. IT IS UNDERSTOOD THAT THIS INVESTMENT MANAGEMENT AGREEMENT IS NOT COVERED BY THE PHILIPPINE DEPOSIT INSURANCE CORPORATION (“PDIC”) AND THAT LOSSES, IF ANY, SHALL BE FOR THE ACCOUNT OF THE PRINCIPAL.

ARTICLE II POWERS

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

- To open and maintain an account for the **PORTFOLIO** herein designated as MBTC-TBG Investment Management Account No. _____ and to maintain the same exclusively for the **PORTFOLIO** as may be considered necessary from time to time in the performance of agency and the authority herein conferred upon the **INVESTMENT MANAGER** and to retain in the **PORTFOLIO** cash that the **INVESTMENT MANAGER** has or shall receive and to open and maintain a savings account with any of its banking departments/branches/subsidiaries and affiliates for any portion of the **PORTFOLIO** which may be uninvested at any particular time;
- To create the **PORTFOLIO** as one aggregate amount for purposes of investment and to make payments or withdrawals against such account and perform other banking transactions for investment purposes, provided that the funds in the **PORTFOLIO** shall not be less than **PESOS: ONE HUNDRED THOUSAND (Php100,000.00) or its foreign currency equivalent**;
- Subject to regulations, to commingle the **PORTFOLIO** with such other funds/portfolios belonging to the **PRINCIPAL** herein as may be necessary for purposes of the investments heretofore mentioned specifically including but not by way of limitation, interests in any funds now or hereafter established or administered by the **INVESTMENT MANAGER** or other banks;
- To invest or reinvest the **PORTFOLIO** in (1) Evidences of indebtedness of the Republic of the Philippines and of the Bangko Sentral ng Pilipinas (“BSP”), and any other evidences of indebtedness or obligations the servicing and repayment of which are fully guaranteed by the Republic of the Philippines or loans against such government securities; (2) Loans fully guaranteed by the government as to the payment of principal and interest; (3) Loans fully secured by hold-out on assignment or pledge of deposits or of deposit substitutes; or mortgage and chattel mortgage bonds; (4) Loans fully secured by real estate and chattels in accordance with Section 78 of R.A. No. 337, as amended, and subject to the requirements of Sections 75, 76 and 77 of R.A.

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No. 337, as amended; and (5) Such other investments or loans as may be directed or authorized by the **PRINCIPAL** in a separate written instrument which shall form part of this Agreement: Provided, That said written instrument shall contain the following minimum information: (i) the transaction to be entered into; (ii) the amount involved; (iii) name of the issuer, in case of securities and/or the name of the borrower and nature of security, in case of loans, and (iv) terms of the security, including collateral, if any. For tax-exempt institutions, in the absence of tax-exempt securities, the **INVESTMENT MANAGER** shall be fully authorized to invest in taxable and/or tax paid securities until tax exempt securities shall become available;

- e. To sell the securities so received by the **INVESTMENT MANAGER** and purchase other securities and to collect and receive matured securities, profits, interests and all other sums accruing to or due to the **PORTFOLIO** including the right to vote in person or proxy on any stocks bonds or other securities held by the **INVESTMENT MANAGER** and to exercise any option appurtenant to stocks, bonds or other securities, held by it for the conversion thereof into other stocks, bonds or securities or to exercise any right to subscribe for additional stocks, bonds of other securities and to make any and all necessary payments thereto;
- f. To endorse, sign or execute any and all securities, documents or contracts necessary for or in connection with the exercise of the powers hereby conferred or the performance of the acts hereby authorized and to cause the holdings/securities of the **PORTFOLIO** to be held or registered in the name of the **PRINCIPAL** or of the **INVESTMENT MANAGER**, provided that in the 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;
- g. To perform other banking functions upon instruction of the **PRINCIPAL** such as but not limited to remittances, foreign exchange trading, purchase of demand drafts, telegraphic transfers;
- h. To pay or withhold such taxes as may be due for the account of the **PORTFOLIO** with respect to any profit, income or gains derived from any disposition of the securities or other properties constituting part of the **PORTFOLIO**, to remit the same to the Bureau of Internal Revenue ("BIR") and to furnish upon written request to the **PRINCIPAL**, the proper receipts and certification of such withholding and payment; Provided, however, that for securities issued by the Philippine Government, Quasi-government and Philippine registered corporations or entities, where the responsible Withholding Agent is the Issuer or Investee Entity, the **INVESTMENT MANAGER** shall not withhold final taxes from income earned on the security.

Provided further, that for securities issued by Foreign Governments and Non-Resident Foreign Entities, the **INVESTMENT MANAGER** shall not withhold final taxes from income earned on the security. As such, this may form part of the regular income of the **PRINCIPAL**, which they may have to settle directly with the BIR.

The **INVESTMENT MANAGER** does not make any representation or warranty on the accuracy of the taxes that will be declared and remitted by the Issuer/Investee Entity or by the **PRINCIPAL**.

- 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**, including compensation of the **INVESTMENT MANAGER** for its services relative to the **PORTFOLIO**;
- j. To, settle, compromise, or submit to arbitration in whole or in part and without the order or decree of any court;
- k. To employ such accountants, counsels, brokers, appraisers, and agents as maybe necessary or desirable and to pay their reasonable expenses and compensation for the account of the **FUND / PORTFOLIO**;
- l. 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; and
- m. To do all acts, whether or not expressly authorized, which it may deem necessary or proper for the protection of the **PORTFOLIO**.

ARTICLE III
LIABILITY OF THE INVESTMENT MANAGER

1. **Exemption from liability.** In the absence of fraud, evident bad faith, gross negligence or willful misconduct 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 caused to be done or performed 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. The **PRINCIPAL** shall hold the **INVESTMENT MANAGER** free and harmless from any liability, claim, damage or fiduciary responsibility that may arise from any investments made pursuant to this Agreement, it being understood that the investments/reinvestments under this **PORTFOLIO** shall be for the sole account and the risk of the **PRINCIPAL**.

The **INVESTMENT MANAGER** shall not be liable for the unavailability of the **PORTFOLIO** or any funds therein due to restrictions on convertibility or transferability, moratorium, requisitions, involuntary transfers, distraints of any character, exercise of military or usurped powers, acts of war or civil strife or other similar causes beyond its control and shall not be liable for any deficiency or insufficiency of the **PORTFOLIO** to meet the payments to be made herein.

The **INVESTMENT MANAGER** shall be fully protected in acting in accordance with the directions, requests, instructions and certifications of the **PRINCIPAL** or its duly authorized agent with respect to investment instructions, documentations, withdrawals and other transactions pertaining to the **PORTFOLIO** which shall be made in writing and may be hand delivered or sent by letter, telex, facsimile, or electronic mail (e-mail) to the address or number within or outside the Philippines of the Party concerned through the Parties themselves or their duly authorized representatives. The **INVESTMENT MANAGER** shall be entitled to rely conclusively upon any and all such directions, requests, instructions and certifications received by it from the **PRINCIPAL** or its duly authorized agent and shall be rendered free and harmless from any and all actions, claims, demands, or liabilities whatsoever for acting on the basis thereof. The **INVESTMENT MANAGER** shall be entitled to rely and act on any and such instructions which it in good faith believes to be genuine and shall not be responsible for any loss which the **PRINCIPAL** may incur as a result of the **INVESTMENT MANAGER'S** reliance and action on such instructions. The Corporate Secretary of the **PRINCIPAL**, or in his absence, any of the duly authorized representative(s) of the **PRINCIPAL**, shall promptly furnish the **INVESTMENT MANAGER** with certified copies of the appointment of such representative(s) with their corresponding signature(s), and for all purposes herein, the **INVESTMENT MANAGER** shall be conclusively entitled to rely upon such written advice as evidence of the identity and authority of such representative(s).

The **PRINCIPAL** shall hold the **INVESTMENT MANAGER** free and harmless from any liability, claim, damage or fiduciary responsibility that may arise from any investment made pursuant to this Agreement due to: a) non-performance of credit obligation; b) bankruptcy, insolvency, or cease of operations of the borrower/issuer; c) default in any or all credit obligations of the borrower/issuer or the broker/dealer handling the transaction; or d) failure in any manner to comply with any of the borrower/issuer's obligations under the aforesaid transaction/s, it being understood that the investments/reinvestments under this **PORTFOLIO** shall be strictly for the account and risk of the **PRINCIPAL**.

The **PRINCIPAL** and its duly designated or appointed agent/s undertake to indemnify the **INVESTMENT MANAGER** and to keep the **INVESTMENT MANAGER** indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses, incurred or sustained by the **INVESTMENT MANAGER**, of whatever nature and howsoever arising, out of or in connection the performance of its duties and obligations under this Agreement including any action taken pursuant to such directions, requests, instructions and certifications of the **PRINCIPAL**, except where such losses, claims, actions, proceedings, demands, damages, costs and expenses arose from fraud, evident bad faith, gross negligence or willful misconduct on the part of the **INVESTMENT MANAGER**. The

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obligation of the **PRINCIPAL** to indemnify hereunder shall survive the termination of this Agreement for whatever reason. The **INVESTMENT MANAGER** shall have a lien on the **PORTFOLIO** for the amount of such losses, claims, actions, proceedings, demands, damages, costs and expenses.

Notwithstanding anything to the contrary contained herein, in the event that there shall hereafter occur any change in law or in the interpretation or administration thereof, which shall make it unlawful for the **INVESTMENT MANAGER** to maintain, implement or give effect to its duty as contemplated under this Agreement, or to receive the intended benefits of this Agreement, the **INVESTMENT MANAGER** shall be relieved of its duty to maintain and implement the provisions of this Agreement.

2. **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.

**ARTICLE IV
COMPENSATION AND FEES OF THE INVESTMENT MANAGER**

For initial and subsequent fund contributions of the **PRINCIPAL**, the **INVESTMENT MANAGER** shall be entitled to compensation equivalent to ____% p.a. ("Fee") as follows:

- (a) If **NON-DISCRETIONARY**, the Fee shall be based on the ending monthly principal value of the **PORTFOLIO**.
(b) If **DISCRETIONARY**, the Fee shall be based on the average monthly market value of the **PORTFOLIO**.

The Fee shall be chargeable to the **PORTFOLIO** payable on a/an _____ basis or upon availability of funds, but in no case less often than once a year.

For placements in investment vehicles managed by Metrobank Trust Banking Group with a separate fee rate and structure (e.g. UITFs), the compensation and collection frequency shall be based on the fee rate and structure of the investment vehicle.

Incidental administrative expenses incurred by the **INVESTMENT MANAGER** in the performance of its duties, including reasonable fees for legal services rendered to the **INVESTMENT MANAGER** for the benefit of the **PORTFOLIO** and all other reasonable and proper disbursements of the **INVESTMENT MANAGER**, as well as all taxes of any and all kinds that may be levied or assessed under existing or future laws upon or with respect to the **PORTFOLIO** or the income thereof, the investment outlet or instrument purchased by the **INVESTMENT MANAGER** shall also be charged against the **PORTFOLIO**. Said fees, taxes and expenses shall constitute a superior lien on the **PORTFOLIO**. The foregoing Fee structure shall be subject to review annually and can be adjusted upon mutual agreement of the parties herein.

**ARTICLE V
DEGREE OF DISCRETION**

The **PRINCIPAL** shall clearly indicate the degree of discretion to be granted to the **INVESTMENT MANAGER** in a signed document, such as but not limited to an Investment Profile and Policy Statement (IPPS).

In case the authority granted by the **PRINCIPAL** is **DISCRETIONARY**, the **INVESTMENT MANAGER** shall have authority or discretion to invest the **FUNDS** or property of the **PRINCIPAL** in accordance with the guidelines set forth by the **PRINCIPAL**.

In case the authority granted by the **PRINCIPAL** is **NON-DISCRETIONARY**, the conduct of the investment activity of the **INVESTMENT MANAGER** shall be (1) directed by the **PRINCIPAL**; or (2) limited only to specific securities or properties and expressly stipulated herein.

The **PRINCIPAL** may opt to change the degree of discretion (i.e., discretionary to non-discretionary or non-discretionary to discretionary) by submitting written instructions to the **INVESTMENT MANAGER** duly signed by the **PRINCIPAL** together with such other documents or forms reflecting such change as may be required by the **INVESTMENT MANAGER** in accordance with its policies. Any such change shall be effected by the **INVESTMENT MANAGER** only upon receipt of the aforementioned documents.

**ARTICLE VI
ACCOUNTING RECORDS AND REPORTING**

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 access to and may inspect such books of accounts and all other records related to the **PORTFOLIO**, including the securities held in custody by the **INVESTMENT MANAGER** for the **PORTFOLIO** at any reasonable hour of a business day. The **INVESTMENT MANAGER** shall prepare and make available, within twenty (20) days from the end of reference quarter or in such frequency as may be prescribed by law and / or rules and regulations governing this arrangement, to the **PRINCIPAL** such reports as required by law or existing rules and regulations, including the equivalent of a/an (a) Balance Sheet; (b) Income Statement; (c) Schedule of Earning Assets; (d) Investment Activity Report; and (e) such other report/s as may be required by the **PRINCIPAL**.

**ARTICLE VII
FREQUENCY OF REVIEW**

The **INVESTMENT MANAGER** shall periodically conduct a comprehensive account review which shall include both the administrative and investment aspects of the **PORTFOLIO**. The **INVESTMENT MANAGER** shall also update the Suitability Assessment Form (SAF), and IPPS if applicable, at least every three (3) years or at such frequency as may be required under the Manual of Regulations for Banks ("MORB") unless sooner necessitated by the **PRINCIPAL**. In the event that the **PORTFOLIO** is invested in complex investment products such as financial derivatives, the SAF, and IPPS if applicable, shall be updated at least annually or at such frequency as may be required under the MORB.

If the **PRINCIPAL** fails to update the SAF, and IPPS if applicable, despite written notices from the **INVESTMENT MANAGER**, the **INVESTMENT MANAGER** shall continue to apply the latest SAF and IPPS for any subsequent principal contributions to the account, until these are amended or updated by the **PRINCIPAL**. The written notice may be in the form of electronic mail sent to the designated e-mail address of the **PRINCIPAL** or via other Metrobank electronic platforms where the **PRINCIPAL** is enrolled.

**ARTICLE VIII
WITHDRAWALS FROM THE PORTFOLIO**

1. **Withdrawals of income/ principal.** Subject to availability of funds and non-diminution of the **PORTFOLIO** to below **PESOS: ONE HUNDRED THOUSAND (Php100,000.00) or its foreign currency equivalent**, the **PRINCIPAL** may withdraw the income/ principal of the **PORTFOLIO** or a portion thereof upon written instruction or order given to the **INVESTMENT MANAGER**. The **INVESTMENT MANAGER** shall have no duty or liability beyond the duty to faithfully perform the instructions received by it from the **PRINCIPAL** or be required to see the application of the income/ principal so withdrawn from the **PORTFOLIO**.
2. **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 its income or any portion thereof in any manner whatsoever to any person without the prior written notice furnished by the **PRINCIPAL** to the **INVESTMENT MANAGER**.
3. **Accounts falling below the minimum.** Accounts falling below **PESOS: ONE HUNDRED THOUSAND (Php100,000.00) or its foreign currency equivalent** shall be closed by the **INVESTMENT MANAGER** upon the **PRINCIPAL**'s receipt of a written notice thereof unless within seven (7) banking days, the **PRINCIPAL** makes additional contribution to comply with the minimum requirement of **PESOS: ONE HUNDRED THOUSAND (Php100,000.00) or its foreign currency equivalent**.

**ARTICLE IX
AMLA UNDERTAKING**

The **PRINCIPAL** hereby warrants that the **PORTFOLIO** and/or additional cash and/or security/ies and/or asset/s contributed hereto are not in anyway derived from illegal activities, including drug trafficking, terrorism, organized crime, fraud and any other crimes. In this connection, the **INVESTMENT MANAGER** shall be indemnified and held free and harmless from any misrepresentation of the **PRINCIPAL** that may subject the **INVESTMENT MANAGER** to any legal or regulatory citation, sanction or penalty. The obligation of the **PRINCIPAL** to indemnify hereunder shall survive the termination of this Agreement for whatever reason.

The **INVESTMENT MANAGER** reserves the right to resign and terminate the account without prior notice or consent and to act in accordance with to act in accordance with anti-money laundering and anti-terrorism financing laws and regulations such as, but not limited to, the "Anti-Money Laundering Act of 2001" (Republic Act No. 9160, as amended by Republic Act Nos. 9194, 10167, 10365, 10927, 11521) and the "Terrorism Financing Prevention and Suppression Act of 2012" (Republic Act No. 10168) should a misrepresentation by the **PRINCIPAL** be reasonably suspected or evident in any manner, or if the **INVESTMENT MANAGER** has reasonable basis to assume that the Account/**PORTFOLIO** has been or is being used for any unlawful or illegal activity.

In relation to and/or to enable the **INVESTMENT MANAGER** to comply with local and international anti-money laundering laws and regulations, and for the purposes of processing, executing, implementing, and completing the **PRINCIPAL'S** investment instructions, the **PRINCIPAL** hereby authorizes the **INVESTMENT MANAGER** to disclose to local and/or international government entities/authorities and/or regulatory bodies and other third party Covered Person (as defined in laws and regulations) (the "Recipient"), the Metropolitan Bank & Trust Company's different business units, its subsidiaries and affiliates (the "METROBANK Group"), and/or its local and/or foreign correspondent banks, information relative to the **PRINCIPAL** and this Account/**PORTFOLIO** and transactions, which shall include, but not limited to, the following information: contact information, date when account/s was/were opened, transaction details, and purpose of the transaction/s, personal information, privileged information, and/or sensitive personal information to the extent required by laws and regulations, etc. The foregoing includes the authority of the **INVESTMENT MANAGER** to supply any supporting transactional documents, when required by the Recipient in relation to the specified purposes. The **PRINCIPAL** understands that in releasing the aforementioned data for the purposes as enumerated above, control over its processing, and any/all issues/liabilities that may arise therefrom will be the direct and sole responsibility of the Recipient of said information.

The **PRINCIPAL** acknowledges that the **INVESTMENT MANAGER** is committed to protecting the **PRINCIPAL'S** data, including personal data, against unauthorized use or disclosure, by complying with the Data Privacy Act of 2012 (Republic Act No. 10173), the Law on Secrecy of Bank Deposits (Republic Act No. 1405), the Foreign Currency Deposit Act (Republic Act No. 6426) and the General Banking Law of 2000 (Republic Act No. 8791), as well as rules and regulations issued by the BSP and other regulatory bodies that uphold data privacy and confidentiality. In authorizing the **INVESTMENT MANAGER** to release/discard the above data to the Recipient, the **PRINCIPAL** hereby waives any/all rights/claims against the **INVESTMENT MANAGER** in connection with or arising from any actions taken by the **INVESTMENT MANAGER** pursuant to the aforementioned laws and rules, and any breach of data, including personal data, that may arise therefrom.

**ARTICLE X
DATA PRIVACY AND BANK SECRECY**

The **PRINCIPAL** hereby authorizes the **INVESTMENT MANAGER**, without need of prior notice or additional consent, to receive, record, use, process, store, disclose, and/or share to its counterparties, who may be other business units of the Bank, affiliates and/or subsidiaries within the METROBANK Group, or its agents, or third parties which provide related services or have contractual obligations with the **INVESTMENT MANAGER**, or any government agency/regulatory body/branch, which in turn is/are authorized to receive relevant account information/data/opinion pertaining to the **PRINCIPAL**, including but not limited to personal circumstances, privileged information, sensitive personal information of the **PRINCIPAL'S** directors, officers, employees, agents, and clients, corporate information of the **PRINCIPAL**, account opening date, account balances, risk profile, and any and all other information (whether in a submitted document or form, or encoded on any of the Bank's systems) pertaining to this Account (the "Information") for the following purposes: (a) to protect the **PRINCIPAL** and/or the **INVESTMENT MANAGER** against fraudulent, unauthorized, or illegal transactions; (b) to validate, verify, and/or update the Information and its related documents; (c) to enforce the **INVESTMENT MANAGER'S** rights or to allow it to perform its obligations by reason of any law, rules and regulations, contract, or orders from any court or quasi-judicial and administrative offices; (d) to allow the **INVESTMENT MANAGER'S** counterparties to process transactions for the benefit of the **PORTFOLIO** and to comply with reportorial requirements under the relevant laws and regulations; (e) in the prosecution or defense of the **INVESTMENT MANAGER** or its directors/officers/ employees with regard to disputes or claims pertaining to the products and services of the **INVESTMENT MANAGER**; (f) in order for the **INVESTMENT MANAGER** to perform the required customer due diligence and Money-Laundering and Terrorist Financing risk management; (g) to allow the **INVESTMENT MANAGER** to retrieve such Information from the other business units of the Bank (and vice versa) for purposes of account opening or asset consolidation, except when expressly prohibited by laws and regulations or specifically instructed by the **PRINCIPAL** not to; and (h) for the affiliates and/or subsidiaries within the METROBANK Group to offer or to provide other related products and services to the **PRINCIPAL**.

In granting the above authorities, the **PRINCIPAL** hereby waives its rights to confidentiality and privacy of the Information and such other rights as may be provided under Data Privacy Act of 2012 (Republic Act No. 10173), the Law on Secrecy of Bank Deposits (Republic Act No. 1405), the Foreign Currency Deposit Act (Republic Act No. 6426) and the General Banking Law of 2000 (Republic Act No. 8791), or all other applicable laws, which may be in conflict with the **INVESTMENT MANAGER** in carrying out the said authorities.

The **PRINCIPAL** agrees that any of the data or information it discloses to the **INVESTMENT MANAGER** may be stored in a cloud storage with servers based either within or outside the Philippine territory strictly for the purposes above and subject to the imposition of the necessary security controls to ensure the protection of the same. The data or information shall be processed in accordance with METROBANK'S privacy policy (<https://metrobank.com.ph/articles/privacy-policy>).

The **PRINCIPAL** guarantees that the necessary consent of the data subjects whose personal data is shared with or was made accessible to the **INVESTMENT MANAGER** for the purposes above have been obtained and proof thereof shall be provided to the **INVESTMENT MANAGER** upon request of the latter.

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The **PRINCIPAL** may revoke the above authorizations at any time by notifying the **INVESTMENT MANAGER** in writing. However, the **INVESTMENT MANAGER** shall not be liable for any such services which cannot be rendered or properly rendered by the **INVESTMENT MANAGER** as a result of such revocation.

**ARTICLE XI
UPDATING OF INFORMATION**

It shall be the responsibility of the **PRINCIPAL** to update all information/ records relative to this Account/**PORTFOLIO** and to submit documents in support thereof. The failure of the **PRINCIPAL** to provide updated information and supporting documents shall be deemed as the **PRINCIPAL'S** confirmation that all the information, documents and records relative to the **PRINCIPAL**, this Account/**PORTFOLIO** which the **INVESTMENT MANAGER** has on record/ file continues to be current, valid, and effective, and that the **INVESTMENT MANAGER** has the right to rely thereon, until and unless the **INVESTMENT MANAGER** receives the required update with supporting documents from the **PRINCIPAL** which are satisfactory to the **INVESTMENT MANAGER**. The **PRINCIPAL** releases and holds the **INVESTMENT MANAGER**, its directors, officers, staff, representatives and/or agents, free and harmless from any liabilities, suits, actions, losses, and/or damages that may arise out of such reliance and shall indemnify the **INVESTMENT MANAGER** for losses or damages that may be caused by the **PRINCIPAL'S** refusal to provide updated information when required by laws and regulations. The **PRINCIPAL** represents and warrants that all particulars, data, information and documents provided or submitted to the **INVESTMENT MANAGER** are complete, accurate and true and the **PRINCIPAL** shall immediately notify the **INVESTMENT MANAGER** in writing of any changes thereto.

**ARTICLE XII
CUSTOMER COMPLAINT**

The **PRINCIPAL** may communicate with the **INVESTMENT MANAGER** regarding any concern/complaint by sending an email, calling or visiting its Account Manager Officer, or through the use of the following points of contact:

24x7 Customer Hotline: (632) 8700-700
24x7 Domestic Toll-free No.: 1-800-1888-5775
Email: customercare@metrobank.com.ph

Concerns/complaints shall be immediately acknowledged and relayed to the proper person for handling in accordance with the TBG Customer Care policies and procedures. Standard turnaround time for complaints resolution is within 9-47 calendar days as defined by BSP regulations.

**ARTICLE XIII
EFFECTIVITY AND TERMINATION**

- 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 party at least thirty (30) days prior to the termination date or upon the dissolution of the firm or corporation which entrusted or accepted the agency.
- Powers upon liquidation.** The powers, duties and discretion conferred upon the **INVESTMENT MANAGER** by virtue of this Agreement shall continue for the liquidation and return of the **PORTFOLIO**, after the notice of termination of this Agreement has been served in writing by the party terminating the Agreement or upon receipt of a written notice from competent authority by the **INVESTMENT MANAGER** of the dissolution of the firm or corporation which entrusted the agency until final delivery of the **PORTFOLIO** to the **PRINCIPAL** in case the termination is by mutual agreement of the parties hereto or to the duly appointed receiver in case of insolvency or dissolution of the firm and corporation which entrusted the agency.
- Accounting of transactions.** Within thirty (30) days after the termination of this Agreement, the **INVESTMENT MANAGER** shall make available to the **PRINCIPAL** or receiver an accounting of all transactions effected by it since the last report up to the date of termination. Upon the expiration of a period of thirty (30) days from submission, the **INVESTMENT MANAGER** shall forever be released and discharged from all liability and accountability to anyone with respect to the **PORTFOLIO** or the propriety of its acts and transactions shown in such accounting except with respect to those objected in writing by the **PRINCIPAL**, within said thirty (30) day period.
- Remittance of the net assets of the PORTFOLIO.** Upon the termination of this Agreement, the **INVESTMENT MANAGER** shall turn over all the assets of the **PORTFOLIO** which may or may not be in cash to the **PRINCIPAL** or receiver less the payment of the fees or amounts provided for in this Agreement in carrying out its functions or in the exercise of its powers and authorities including the appropriate taxes due from the **PORTFOLIO**, if any.

**ARTICLE XIV
RISK DISCLOSURE STATEMENT**

The **PRINCIPAL** shall be informed of the risks attendant to investing through the Risk Disclosure Statement, which is incorporated in this Agreement below.

Prior to making an investment, the **INVESTMENT MANAGER** is hereby informing the **PRINCIPAL** of the nature of the Metropolitan Bank & Trust Company (Metrobank) Unit Investment Trust Funds (UITFs) and Investment Management Account (IMA) **PORTFOLIO** and the risks involved in investing therein. As investments in UITFs and IMA **PORTFOLIO** carry different degrees of risk, it is necessary that before the **PRINCIPAL** participates in an IMA **PORTFOLIO** and UITFs, the **PRINCIPAL** should have:

- Fully understood the nature of the investment in UITFs and/or IMA **PORTFOLIO** and the extent of the **PRINCIPAL'S** exposure to risks;
- Read this Risk Disclosure Statement completely; and
- Independently determined that the investment in the different UITFs/IMA **PORTFOLIO** is appropriate for the **PRINCIPAL**.

When investing in the UITFs, there are specific risks involved because the value of the investment of the **PRINCIPAL** is based on the Net Asset Value per unit (NAVPU) of the Fund which uses a marked-to-market valuation and therefore may fluctuate daily. The NAVPU is computed by dividing the Net Asset Value (NAV) of the Fund by the number of outstanding units. The NAV is derived from the summation of the market value of the underlying securities of the Fund plus accrued interest income less liabilities and qualified expenses.

INVESTMENT IN THE UITF AND/OR IMA PORTFOLIOS DOES NOT PROVIDE GUARANTEED RETURNS EVEN IF INVESTED IN GOVERNMENT SECURITIES AND HIGH-GRADE PRIME INVESTMENT ALTERNATIVES. THE PRINCIPAL'S PRINCIPAL AND EARNINGS FROM INVESTMENT IN THE FUND/PORTFOLIO CAN BE LOST IN WHOLE OR IN PART WHEN THE NAVPU OF THE UITF/NAV OF THE IMA PORTFOLIO AT THE TIME OF REDEMPTION FROM A UITF/WITHDRAWAL FROM IMA PORTFOLIO IS LOWER THAN THE NAVPU/NAV AT THE TIME OF PARTICIPATION IN A UITF/INVESTMENT/IMA PORTFOLIO. Gains from investment are realized when the NAVPU/NAV at the time of redemption/withdrawal is higher than the NAVPU/NAV at the time of participation/investment.

Investment Management Agreement (Corporate)

The **PRINCIPAL**'s investment in any of the Metrobank UITFs and IMA PORTFOLIO may expose the **PRINCIPAL** to the various types of risks enumerated and defined hereunder:

1. **Interest Rate Risk.** This is the possibility for an investor to experience losses due to changes in interest rates. The purchase and sale of a debt instrument may result in profit or loss because the value of a debt instrument changes inversely with prevailing interest rates.

The UITF portfolio, being marked-to-market, is affected by changes in interest rates thereby affecting the value of fixed income investments such as bonds. Interest rate changes may affect the prices of fixed income securities inversely, i.e. as interest rates rise, bond prices fall and when interest rates decline, bond prices rise. As the prices of bonds in a Fund adjust to a rise in interest rates, the Fund's unit price may decline.

When an IMA PORTFOLIO is exposed to interest rate risk, losses are realized when an investor is unable to hold on to maturity, and interest rates have increased from the time of the investment.

2. **Market/Price Risk.** This is the possibility for an investor to experience losses due to changes in the prices of securities (e.g., bonds and equities) due to fluctuations in the market.

It is the risk of the UITF to lose 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. As a result, the NAVPU may increase to make profit or decrease to incur loss.

Market risk affects all IMA PORTFOLIO that has holdings in fixed income securities, equities and/or derivative instruments. Individual investment assets are exposed to market risk to the extent that a security may have a market price different from the original acquisition price at any point in time until it reaches maturity, is sold or expires. PORTFOLIOS that are entirely invested in cash or cash-like substitutes such as Certificate of Time Deposits are not exposed to market risk.

3. **Liquidity Risk.** This is the possibility for an investor 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 price that could result in 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 UITF portfolio may be difficult or impossible to sell at a particular time which may prevent the redemption of investment in UITF 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.

Liquidity risk may be present in securities invested in by IMA PORTFOLIO whether the investment is the most liquid of domestic fixed income securities such as Philippine government securities or in equities listed in the Philippine Stock Exchange. The risk is likewise present in dollar denominated securities traded in the global market but may be affected to a lesser degree due to the global trading that occurs for such securities.

4. **Credit Risk/Default Risk.** This is the possibility for an investor 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 Fund 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 UITF portfolio in the event the borrower defaults on his obligation or in the case of a counterparty, when it fails to deliver on the agreed trade. This decline in the value of the UITF happens because the default/failure would make the price of the security decline thus making it difficult to sell without having to realize a loss in value. As these happen, the UITF's NAVPU will be affected by a decline in value.

Credit risk affects IMA transactions at the issuer/direct borrower and counterparty levels. This occurs when a issuer/direct borrower/counterparty borrower with whom the **INVESTMENT MANAGER** has a reciprocal agreement defaults on a contractual obligation prior to and/or on settlement of the contract. It arises whether there is an exchange of securities or funds between **INVESTMENT MANAGER** and the counterparty (e.g. investment in special savings accounts, or sale of bonds/debt, equities or derivatives instruments). The exchange produces some risk throughout the life of the transaction (from deal date up to settlement date).

5. **Reinvestment Risk.** This is the risk associated with the possibility of having lower yields or earnings when reinvesting maturing funds or investments that are preterminated or prepaid.

Investors in the UITF or IMA PORTFOLIO who redeem/withdraw and realize their gains run the risk of reinvesting their funds in an alternative investment outlet with lower yields. Similarly, the UIT fund manager/ IMA portfolio 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 or if issuer/direct borrower redeems or prepays.

In case of a foreign-currency denominated UITF or a peso denominated UITF allowed to invest in securities denominated in currencies other than its base currency, the UITF is also exposed to the following risks:

6. **Foreign Exchange Risk.** This is the possibility that an investor may 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.

It is the risk of the UITF or IMA **PORTFOLIO** to currency fluctuations when the value of investments in securities denominated in currencies other than the base currency of the UITF or IMA PORTFOLIO depreciates. Conversely, it is the risk of the UITF or IMA PORTFOLIO to lose value when the base currency of the UITF or IMA PORTFOLIO appreciates. The NAVPU of a peso-denominated UITF or market value of a peso denominated IMA portfolio invested in foreign currency-denominated securities may decrease to incur loss when the peso appreciates.

7. **Country Risk.** This is the possibility that an investor may 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.

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8. **Other Risks.** The **PRINCIPAL**'s participation in the UITFs or IMA PORTFOLIO 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 the **INVESTMENT MANAGER**. 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.

**ARTICLE XV
MISCELLANEOUS PROVISIONS**

1. **Amendments.** This Agreement and the amendments, if any, hereto constitute the entire Agreement between the parties, and the **INVESTMENT MANAGER** shall not be bound by any representation, agreement, stipulation 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, novation, modification, or supplement of this Agreement shall be valid or binding unless in writing and signed by the parties hereto.
2. **Governing Law and Venue.** This Agreement shall be construed and regulated and their validity and effect shall be determined by the laws of the Republic of the Philippines as such laws may from time to time exist. Venue of suits arising under this Agreement shall be exclusively in the proper courts of Taguig City.
3. **Bond Exemption.** The **INVESTMENT MANAGER** shall not be required to give any bond or other security for the faithful performance of its duties herein.
4. **Enforceability.** If any provisions of this Agreement shall be invalid or unenforceable, the remaining provisions hereof continue to be fully effective.
5. **Binding Effect.** This Agreement shall be binding upon all the parties hereto, their legal representative/s, successors and assigns.
6. **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

By affixing our signature on the signature page hereof, the **PRINCIPAL** agrees and confirms: a) the terms and conditions contained in all pages of this Agreement, b) the **PRINCIPAL** has completely read, and fully understood the Agreement, especially **Article XIV on Risk Disclosure Statement**, c) that before signing, the relevant personnel of the **INVESTMENT MANAGER** explained to the **PRINCIPAL** the risks in investing in an IMA PORTFOLIO and UITF, and d) the **PRINCIPAL** voluntarily and willingly agrees to comply with any and all laws, regulations, terms and conditions governing the investment of the **PRINCIPAL** in an IMA PORTFOLIO and UITF.

IN WITNESS WHEREOF, the parties hereunto set their hands in Taguig City, Philippines, on _____.

By:

**(PRINCIPAL)
(AUTHORIZED SIGNATORIES)**

Signature Over Printed Name

Signature Over Printed Name

Signature Over Printed Name

Signature Over Printed Name

**METROPOLITAN BANK & TRUST COMPANY –
TRUST BANKING GROUP
(INVESTMENT MANAGER)**

By:

Signature Over Printed Name

Signature Over Printed Name

Signed in the Presence of:

By:

Signature Over Printed Name

Signature Over Printed Name

ACKNOWLEDGEMENT

 REPUBLIC OF THE PHILIPPINES)
 TAGUIG CITY) SS.

BEFORE ME, at Taguig City, this _____, personally appeared the following:

NAME OF PERSON	COMPETENT EVIDENCE OF IDENTITY	DATE AND PLACE OF ISSUE/DATE OF EXPIRY	CTC No.	Date and Place of Issue

personally known to me (or proved to me on the basis of competent evidence of identity) to be the same persons who executed this INVESTMENT MANAGEMENT AGREEMENT consisting of _____ pages, including this page on which the Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary act and deed and that of the corporations they respectively represent.

WITNESS MY HAND AND SEAL on the date and place first above-written.

 Doc. No: _____;
 Page No: _____;
 Book No: _____;
 Series of 20___.