

AMENDED DECLARATION OF TRUST

November 13, 2017

ATRAM Philippine Equity Smart Index Fund Plan Rules and Regulations

This Declaration of Trust (the "DOT" or the "Plan") is made and executed by **ATRAM Trust Corporation**, 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 8/F 8 Rockwell, Hidalgo Drive, Rockwell Center, Makati City, Metro Manila, Philippines (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 DEFINITIONS

When used in this Plan, the following terms shall have the meaning set forth in their respective definitions, unless a different meaning is called for in the context of another provision in this Plan:

<i>"Applicable Law"</i>	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.
<i>"BSP"</i>	shall mean the Bangko Sentral ng Pilipinas.
<i>"Business Day"</i>	shall mean a day other than Saturday, Sunday or any day on which banks located in Makati City, are generally closed for business.
<i>"Client Suitability Assessment"</i>	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.
<i>"Confirmation of Participation"</i>	shall mean the instrument evidencing the extent of a Participant's proportionate interest in the Fund.
<i>"Fund"</i>	shall have the meaning set forth in Section 3.1 hereof.

<i>“Fund Specifications”</i>	shall mean the features of the Fund set forth in Appendix I hereto, which shall form an integral part hereof.
<i>“Institutional Investor”</i>	shall mean participants with either an Investment Management, Trust, or other Fiduciary accounts with the Trustee and other investors which meet the qualifications and as defined from time to time by the guidelines approved by the Trustee.
<i>“Material Change”</i>	<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 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>
<i>“Multi-Class Fund”</i>	shall mean a UIT Fund structure which has more than one class of units in the Fund and is invested in the same pool of securities and the same portfolio, under the same investment objectives and policies.
<i>“Net Asset Value” (NAV)</i>	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.
<i>“Net Asset Value per Unit” (NAVPU)</i>	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.
<i>“Participant”</i>	shall mean a person or entity qualified to invest in the Fund, pursuant to Appendix I hereto and the rules established by the Trustee, which owns units of participation in the Fund.
<i>“Participation”</i>	shall mean the investment of a Participant in the Fund through the purchase of Participation Units in the Fund.
<i>“Participation Trust Agreement”</i>	shall mean the instrument evidencing the Participation of the Participant in the Fund.

<i>"Participation Unit"</i>	shall mean the interest of a Participant in the Fund wherein each unit shall have uniform rights or privileges, as any other unit.
<i>"Pooled Fund Accounting"</i>	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.
<i>"Qualified Participants"</i>	shall mean persons or entities qualified to invest in the Fund in accordance with the Fund Specifications set forth in Appendix I hereto and the rules established by the Trustee.
<i>"Risk Return Orientation"</i>	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.
<i>"Trade Date"</i>	shall mean a Business Day when a subscription or redemption order is received in good order before cut-off time.
<i>"Unit Investment Trust Fund" (UITF)</i>	shall mean an open-ended pooled trust fund which is operated and administered by a trust entity and made available by participation.
<i>"Valuation Date"</i>	shall mean the date as of which the assets of the Fund are valued.

Article III
NATURE AND INVESTMENT OBJECTIVES

- 3.1 **Title of the Fund** – The pooled fund shall be known as ATRAM Philippine Equity Smart Index Fund (herein referred to as the "Fund").
- 3.2 **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 BSP and Applicable Laws.

The Fund is structured as a Multi-Class Fund and will have more than one class of Participation Unit.

- 3.3 **Unit Classes** –The Fund has two classes of Participation Units:
- a. Class A Units ("A Units")
 - b. Class I Units ("I Units")

Both classes are invested in the same pool of securities and the same portfolio, under the same investment objectives and policies. The difference between A Units and I Units relates to the

eligible investors and the fee structure applicable to each. The computation of the NAVPU of each class will be different as a result of differences in the fee structure. The features of each class of Participation Unit is set forth in Appendix I.

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.

- 3.4 **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.
- 3.5 **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.
- 3.6 **Description of the Fund** – The Fund shall be classified as an equity fund with an aggressive risk profile and with features more particularly described in the Fund Specifications in Appendix I hereto.
- 3.7 **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 the Fund Specifications hereto.

The Trustee shall make available to all Participants for review a list of prospective and outstanding investment outlets which shall be updated quarterly. Such disclosure shall be in the form prescribed under Appendix Q-34 of Subsection 4410Q.7 of the Manual of Regulations for Non-Bank Financial Institutions (the “MORNBFI”).

Article IV

PARTICIPATION: ADMISSION & REDEMPTION

- 4.1 **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 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 the Fund Specifications and those established by the Trustee to be for the best interest of the Fund.

A Units are available for subscription to all individual and juridical entities who are Qualified Participants.

However, I Units shall only be available to Qualified Participants who meet any of the criteria as defined in the Fund Specifications (Eligible Investors for I Units) of Appendix I.

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.

The Trustee will not issue, execute a switch of or transfer units to any investor who is deemed not to meet the eligibility requirements under the relevant class of unit.

- 4.2 **Qualified Participants (Risk Profile)** – The Fund is suitable for investors with a long term investment horizon seeking to invest in Philippine equity securities and have a high risk appetite.
- 4.3 **Participation Units** – Participation in the Fund shall always be through Participation Units. Each Participation Unit shall have uniform rights and privileges as any other Participation Unit. In a Multi-Class Fund, Participation Units shall be issued as Participation Units in a class of the Fund. The beneficial interest of each Participation Unit in the Fund shall be determined under the Valuation of the Fund and Participation Units defined in Article VI hereof. Subscription to or redemption of Participation Units shall be made only on the basis of valuation and in such frequency and accordance with the Subscription Requirements and Conditions or Redemption Requirements and Conditions, as the case may be, set forth in the Fund Specifications.
- 4.4 **Suspension of Redemption** – The Trustee reserves the right to suspend redemption of Participation Units in case of national emergencies, fortuitous events or severe market illiquidity. 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 V MANNER OF OPERATION

- 5.1 **Management of the Fund** – ATRAM Trust Corporation, as Trustee, shall have exclusive management and control of the Fund.
- 5.2 **Pooled Fund Accounting**– The Trustee shall keep separate books of account and accounting records for the Fund. Such books of accounts and accounting records shall be maintained and kept separate and segregate from the records and books of accounts of other funds or trust accounts managed by the Trustee. The total assets and accountabilities of the Fund shall be accounted for as a single account (the “Pooled-Fund Accounting Method”). The investments of a Multi-Class Fund shall remain as one pool and are not separately allocated to classes.
- 5.3 **Distribution** – The Fund shall be distributed exclusively by the Trustee or through distribution channels duly authorized by the Trustee.
- 5.4 **Switching Between Unit Classes** – A switch is a transaction to convert a Participant’s holding in one class of Participation Unit into another class within the same Fund. The transaction is executed by selling Participation Units held by the investor in one class of units followed by purchasing units in another class, provided that eligibility requirements and minimum investment amounts are met to allow the switch between unit classes.
- 5.5 **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.**

- 5.6 **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.**

Article VI

VALUATION OF THE FUND AND PARTICIPATION UNITS

- 6.1 **Valuation of the Fund** – The valuation of the Fund shall be subject to the following rules:
- i. 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") of both A Units and I Units.
 - ii. 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 in Section 6.3 below. 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 the Fund Specifications.
- 6.2 **Valuation of Participation Units** – The valuation of Participation Units shall be subject to the following rules:
- i. 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 Valuation Date. The net assets of each class shall represent its proportionate share to the net assets of the Multi-Class Fund less the trust fees and expenses attributable to that class. The net assets of the Multi-Class Fund is the summation of the market value of each investment less fees, taxes, and other qualified expenses, but gross of trustee fees and expenses attributable to a particular class.
 - ii. The NAVPU of each class of Participation Unit at the start of the Fund's operation, or the Fund's initial value, shall be as indicated in the Fund Specifications.
 - iii. The NAVPU shall be computed daily at the time specified in the Fund Specifications.
- 6.3 **Fees and Expenses of the Fund**
- i. **Trustee's Fees** – The Trustee shall charge against the Fund trust fees in the amount indicated in the Fund Specifications 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 the Fund Specifications. The Trust Fees for each class shall be uniformly applied to all Participants of such class in the Fund. The Trust Fee may be increased or decreased in the future as may be warranted by circumstances then existing, subject to the requirements of Subsection 4410Q.6 of the MORNBF1 or any amendments thereto. In the event the Trust Fees are changed, such change shall be charged prospectively, subject to the provisions of Article X, Section 10.1 hereof.

- ii. **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. There shall be an equitable allocation of any costs, charges and expenses payable out of the Multi-Class Fund, which are not attributable to any particular class.

The Trustee may charge the Fund for special expenses, such as attorney’s fees should the Fund be involved in litigation, if the same are necessary to preserve or enhance the value of the Fund. Such special expenses shall be payable to pertinent third party or parties covered by separate contract/s, and disclosed to the Participants in the quarterly reports.

Article VII
TRUSTEE'S POWERS & LIABILITIES

- 7.1 **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.

- 7.2 **Powers of the Trustee** – The Trustee shall have the following powers:

- i. To hold legal title over the assets comprising the Fund for the benefit of the Participants;
- ii. 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;
- iii. To hold, place, invest and reinvest the Fund with full discretionary powers and without distinction as to principal and income, in investments stipulated in the "Investment Objectives" and "Investment Policy" under the Fund Specifications hereof, 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 the Fund Specifications and Applicable Laws.
- iv. To deposit in any bank or financial institution, any portion of the Fund, subject to the requirement of Subsection 4410Q.8 of the MORNBF;I;
- v. To register or cause to be registered any securities of the Fund in nominee or bearer form;
- vi. 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;

- vii. 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;
 - viii. 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;
 - ix. 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;
 - x. 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;
 - xi. To collect and receive income, dividends, interest, profits, increments and such other sums accruing or due to the Fund; and
 - xii. 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.
 - xiii. 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.
- 7.3 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 4.4 and in the Fund Specification.
- 7.4 Liability of the Trustee** – *Save for those that are attributable to the Trustee's fraud, willful default, 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. The Trustee 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, or for any act or omission where such action or inaction, in the good faith and judgment of the Trustee, was then necessary, reasonable or appropriate for the proper and advantageous administration and management of the Fund. The Trustee, including its authorized representatives, shall be held free and harmless from any liability for any of its actions and omissions made in good faith, 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.*
- 7.5 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.
- 7.6 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.

- 7.7 **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 VIII
RIGHTS OF PARTICIPANTS

- 8.1 **Right to Inspect Declaration**— A copy of this DOT shall be available at the principal office of the Trustee for inspection by any person having an interest in the Fund or by his authorized representative. Upon request, a copy of this DOT shall be furnished such interested person.
- 8.2 **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, as required under Subsection 4410Q.7 of the MORNBFI. Upon request, Participants shall be furnished a quarterly list of investments held by the Fund.
- 8.3 **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.

Due to the nature of the investment in the Fund, all potential Participants shall be advised to read and evaluate the details of the Fund and all the risks involved, and to seek independent/professional opinion, before making an investment in the Fund.

- 8.4 **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 Fund Fact Sheet, Key Information and Investment Disclosure Statement or a notice on the Trustee's website.

- 8.5 **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 Section 10.2 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 IX
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 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 X
AMENDMENTS & TERMINATION

10.1 **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 amendments shall be deemed approved after thirty (30) Business Days from date of completion of requirements.

10.2 **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 to the financial condition of the Fund. Upon approval of the termination of this DOT, the Trustee shall notify the Participants accordingly.

Following the approval of the 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.

10.3 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.

10.4 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 XI
TAXATION

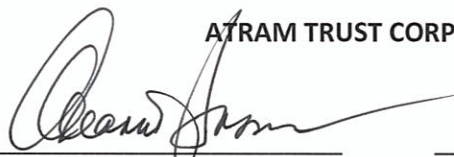
- 11.1 Taxation or tax exemption on income or other yield earned by a Participant from the Fund shall be based on prevailing tax laws and regulations of the relevant tax authority.
- 11.2 Taxes on investments of the Fund or income earned by the Fund, including assessments for deficiencies, penalties, 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

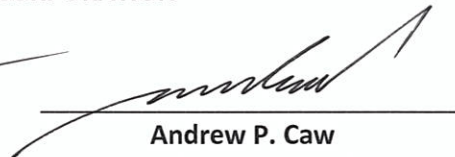
- 12.1 The provisions of the Participation Trust Agreement and Confirmation of Participation shall be in accordance with this DOT and shall include other provisions as may be required by the BSP rules and regulations or as may be deemed necessary under the circumstances, provided that, any such additional provisions are not inconsistent with this DOT. The provisions of this Plan shall prevail over those of the Participation 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, ATRAM Trust Corporation has caused this Declaration of Trust to be signed by its authorized officers on November 13, 2017 at Makati City.

ATRAM TRUST CORPORATION



Deanno J. Basas
President



Andrew P. Caw
Head, ATRAM Funds

Appendix I - Fund Specifications

Fund Name:	ATRAM Philippine Equity Smart Index Fund
Fund Structure:	Unit Investment Trust Fund structured as a Multi-Class Fund. The Fund will have two Classes: A Units and I Units
Investment Objective:	The Fund is designed to generate excess returns compared to its benchmark through an enhanced index approach, combining the elements of passive and active management.
Investment Policy:	<p>The Fund shall invest primarily in equity securities included in the Philippine Stock Exchange Index.</p> <p>The Fund may also invest in the following financial instruments:</p> <ul style="list-style-type: none"> a) Deposit products; b) Securities issued or guaranteed by the Philippine government or by the BSP; c) Tradeable securities issued or guaranteed by multilateral institutions such as Asian Development Bank (ADB), International Monetary Fund (IMF) and World Bank; d) Marketable instruments that are traded in an organized exchange; e) Such other tradable investment outlets as may be allowed by the BSP. <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 the actual benchmark weighting, whichever is higher. The single issuer limit may change as may be prescribed by the BSP. The single issuer exposure limit does not apply to securities issued or guaranteed by the Philippine government or by the BSP.</p>
Benchmark:	Philippine Stock Exchange Index (PSEi)
Qualified Participants:	Persons or entities with legal capacity to contract, subject to the account opening procedures established by the Trustee.
Eligible Investors for I Units	<p>I Units shall be available to Qualified Participants who meet any of the following criteria:</p> <ul style="list-style-type: none"> a) Qualified Participant with either an Investment Management, Trust or other Fiduciary accounts managed by the Trustee; b) Individual Qualified Participants with at least Twenty-Five Million Pesos (Php25 million) investment in the Fund; c) Institutional Qualified Participants with a total relationship AUM of at least Twenty-Five



Million Pesos (Php25 million) with the Trustee and its affiliates	
Base Currency:	Philippine Peso
Initial NAVPU:	PHP 100.00
Trading frequency:	Daily
Subscription requirements and conditions:	
<ul style="list-style-type: none"> • Minimum Initial Participation 	A Units: PHP 50.00 I Units: PHP 50.00
<ul style="list-style-type: none"> • Minimum Maintaining Participation 	A Units: PHP 50.00 I Units: PHP 50.00
<ul style="list-style-type: none"> • Minimum Additional Participation Amount 	A Units: PHP 50.00 I Units: PHP 50.00
<ul style="list-style-type: none"> • Minimum Holding Period 	none
<ul style="list-style-type: none"> • Subscription cut-off time 	3:00 p.m
<ul style="list-style-type: none"> • Subscription settlement date 	Trade Date + 1 Business Day
<ul style="list-style-type: none"> • Subscription price 	Applicable NAVPU on Trade Date
<ul style="list-style-type: none"> • Other participation requirements and conditions: 	<ul style="list-style-type: none"> – Subscription into the Fund shall be made through a notice to the Trustee. – Subscription is subject to receipt of cleared funds by the Trustee. – Subscription orders received after the Subscription cut-off time shall be processed the following Business Day and shall receive that day's NAVPU. – A copy of the Participation Trust Agreement and a Confirmation of Participation shall be issued to Participants corresponding to their subscription into the Fund. The PTA will be given to the client after it has been duly signed by the authorized signatories of the Trustee, no later than 2 (two business days after Subscription Settlement Date. The Confirmation of Participation is available 2 (two business days after Subscription Settlement Date.
Redemption requirements and conditions:	
<ul style="list-style-type: none"> • Minimum redemption amount 	A Units: PHP 50.00 I Units: PHP 50.00
<ul style="list-style-type: none"> • Redemption cut-off time 	3:00 p.m.
<ul style="list-style-type: none"> • Redemption settlement date 	Trade Date + 3 Business Days
<ul style="list-style-type: none"> • Redemption price 	Applicable NAVPU on Trade Date
<ul style="list-style-type: none"> • Other redemption requirements and conditions: 	<ul style="list-style-type: none"> – Redemption from the Fund shall be made through a notice to the Trustee. – Redemption orders received after the Redemption cut-off time shall be processed the following Business Day and shall receive that day's NAVPU.

- See Section 4.4 in the DOT and Suspension of NAVPU calculation below.
- Redemption from the Fund shall result in the reduction of the Participant's proportionate interest in the Fund. Partial redemptions are allowed, subject to the minimum redemption amount. If the value of the Participant's investment is less than PHP 50.00, the minimum redemption amount shall be the total amount of the outstanding investment.
- When a partial redemption is made against outstanding Units held by a Participant, the price of the unredeemed Units will not be revalued. The original subscription price applies to the unredeemed Units.

Suspension of NAVPU calculation:

The Trustee may temporarily suspend the calculation of the Fund's NAV and NAVPU in any of the following instances:

- a. when one or more exchanges 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.

Trust Fee:

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

A Units: 1.50% per annum

I Units: 0.75% per annum

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

	A Units	I Units	Fund Total
Total Assets (TA)	TA _A	TA _I	TA _A + TA _I
Allocation Ratio	A%	I%	A% + I% = 100%
Less: Expenses before Trust Fee (EXP)	EXP x (A%)	EXP x (I%)	Total Expense of the Fund
Net Assets Before Trust Fee Payable	xxx.xx	xxx.xx	
Less: Daily Trust Fee	x 1.50%/360	X 0.75%/360	
Daily Trust Fee	xx.xx	xx.xx	

Where:

$$A\% = \frac{TA_A}{TA_I + TA_A}$$

$$I\% = \frac{TA_I}{TA_I + TA_A}$$

NAVPU calculation:

The assets of the Fund shall be marked-to-market daily beginning at 4:00 p.m., in accordance with the applicable rules and regulations of the BSP.

Latest available market prices/yields will be used to value the Fund's holdings for the day.

Asset Class Valuation:

Cash deposits

Cash deposits will be valued at cost plus accrued interest.

Peso-Denominated Government Securities

Below is the pricing hierarchy for peso-denominated government securities:

- 1) Weighted average of done or executed deals in PDEX
- 2) Simple average of all firm bids per benchmark tenor

For non-benchmark securities, in the absence of both done and bid rates, interpolated yields derived from the benchmark or reference rates in accordance with the BSP-approved guidelines for computation of the above shall be used.

The pricing will be based on the Philippine Dealing and Exchange Corporation's (PDEX) rates, sourced from PDEX or Bloomberg.

Peso-Denominated Corporate Securities

The pricing hierarchy for peso denominated corporate securities is as follows:

1. Average done price posted in PDEX
2. Bid price posted in PDEX
3. Average bid price from at least two (2) counterparties

Philippine Equity Securities

Valued at market, same day closing price as quoted at the Philippine Stock Exchange. If not available, last available closing price.

NAVPU availability:	Trade Date + 1 Business Day, on or before 11:30 a.m.
Third Party Custodian/s:	Citibank N.A., Manila Branch Deutsche Bank AG, Manila Branch