



## AMENDED DECLARATION OF TRUST

11 August 2023

### ATRAM Global Health Care Feeder 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:

<b><i>"Applicable Law"</i></b>	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.
<b><i>"Audited Financial Statements" (AFS)</i></b>	shall mean the Fund's financial statements audited by an external auditor
<b><i>"BSP"</i></b>	shall mean the Bangko Sentral ng Pilipinas.
<b><i>"Business Day"</i></b>	shall mean a day other than Saturday, Sunday or any day on which banks located in Makati City, are generally closed for business.
<b><i>"Client Suitability Assessment"</i></b>	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.



***“Confirmation of Participation”***

shall mean the instrument evidencing the extent of a Participant’s proportionate interest in the Fund.

***“Consumer Protection Risk Management System” (CPMRS)***

shall mean the system integrated into its enterprise-wide risk management process and risk governance framework, which includes the governance structure, policies, processes, measurement, and control procedures to ensure that Financial Consumer protection-related risks are identified, measured, monitored, and mitigated.

***“Equity Fund”***

shall mean a fund that has at least 80% of its underlying NAV exposure in equities.

***“Feeder Fund”***

shall mean a unit fund structure that mandates the Fund to invest at least ninety percent (90%) of its assets in a single collective investment scheme.

***“Financial Consumer Protection Assistance Mechanism” (FCPAM)***

shall mean a unit of the Trustee that shall provide free assistance to financial consumers on their concerns about the Trustee’s financial products, services and/or transactions including handling of complaints, inquiries and requests.

***“Fund”***

shall have the meaning set forth in Section 3.1 hereof.

***“Fund Specifications”***

shall mean the features of the Fund set forth in Appendix I hereto, which shall form an integral part hereof.

***“Good Order”***

shall mean the manner in how subscriptions and redemptions would be considered transacted.

Subscriptions orders shall be in Good Order if upon receipt, settlement is on cleared funds. Investors who shall settle their subscription via check shall be advised by the account officer that subscription will be processed after the check payment has cleared.

Redemption orders shall be in Good Order upon receipt of accomplished redemption form and indemnity form before cut-off time.

***“Material Change”***

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:

- Change in Investment Objective
- Change in Fund Manager
- Change in Target Fund
- Change in Fees



- Change in frequency of subscriptions and redemptions
- Change in minimum holding period
- Change in tax treatments

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.

***"Net Asset Value"  
(NAV)***

shall mean the value of the Fund as a whole, which is derived from the summation of the market value of the underlying securities of the Fund plus accrued interest income and other receivables less liabilities and qualified expenses.

***"Net Asset Value per Unit"  
(NAVpu)***

shall mean the value of each Participation Unit in the Fund. The same is computed by dividing the NAV of the Fund by the number of outstanding units.

***"Participant"***

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.

***"Participation"***

shall mean the investment of a Participant in the Fund through the purchase of Participation Units in the Fund.

***"Participation Trust Agreement"***

shall mean the instrument evidencing the Participation of the Participant in the Fund.

***"Participation Unit"***

shall mean the interest of a Participant in the Fund wherein each unit shall have uniform rights or privileges, as any other unit.

***"Philippine Financial Reporting Standards/Philippine Accounting Standards" (PFRS/PAS)***

shall mean the generally accepted accounting principles issued by the Accounting Standards Council to govern the preparation of financial statements.

***"Pooled Fund Accounting"***

shall mean the accounting method applied to UITFs wherein which the total assets and accountabilities of each fund shall be accounted for as a single account.

***"Qualified Participants"***

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.

***"Risk Return Orientation"***

shall mean the risk tolerance of a client which is influenced by factors such as investment objective, cashflow requirement, investment time horizon and knowledge of investment markets and instruments.

***"Russian/Belarusian Persons"***

shall mean:



- a) Entities (businesses) established in Russia/Belarus
- b) Russian/Belarusian nationals residing in Russia/Belarus
- c) Russian/Belarusian nationals residing in non-EU Member State countries
- d) Natural (legal) persons residing in Russia/Belarus (unless holding EU nationality)
- e) Entity (business) whose ultimate beneficial owner is a Russian/Belarusian Person as defined above

***“Target Fund”***

a collective investment scheme in which the Fund shall invest all or a portion of its assets.

***“Trade Date”***

shall mean a Business Day when a subscription or redemption order is received in Good Order before cut-off time.

***“Unit Investment Trust Fund” (UITF)***

shall mean an open-ended pooled trust fund which is operated and administered by a trust entity and made available by participation.

***“US or U.S.”***

shall mean the United States of America

***“U.S. Persons”***

shall mean:

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

**Article III**

**NATURE AND INVESTMENT OBJECTIVES**

**3.1 Title of the Fund** – The pooled fund shall be known as ATRAM Global Health Care Feeder 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 an Equity Fund. The Fund has at least 80% of its underlying NAV exposure in equities.

The Fund is structured as a Feeder Fund and will invest at least ninety percent (90%) of its assets in a Target Fund. The investment objective of the Target Fund shall be similar to that of the Fund.

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.

- 3.3 **Title to Assets of the Fund** – All assets of the Fund shall, at all times, be considered as assets held by the Trustee vested solely in the Trustee.
- 3.4 **Nature of Participant's Interest in the Fund** – No Participant shall have or be deemed to have any ownership or interest in any particular account, investment or asset of the Fund but shall have only its proportionate and undivided beneficial interest in the Fund as a whole.
- 3.5 **Description of the Fund** – The Fund shall be classified as an equity fund with a moderately aggressive risk profile and with features more particularly described in the Fund Specifications in Appendix I hereto.
- 3.6 **Investment Objectives and Policy** – The Fund shall be invested and reinvested in such investment outlets and held and disposed of in accordance with such investment objectives and policies as specified in 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-33 of Section 414-Q 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 advantageous or to be for the best interest of the Fund.

The Trustee holds the sole discretion to accept the participation, investment or contribution of any person or entity in the Fund. It expressly reserves its right to accept, reject or refuse any participation, investment, or contribution in the Fund for reasons that it deems appropriate for the proper and advantageous administration and management of the Fund. Nevertheless, it is



important to note that the Trustee may not discriminate on the basis of race, age, financial capacity, ethnicity, origin, gender, disability, health condition, sexual orientation, religious affiliation and practice, or political affiliation, however this shall be subject to laws, rules, regulations and policies governing the Fund and/or its underlying investments.

- 4.2 **Qualified Participants (Risk Profile)** – The Fund is suitable for investors with a medium-to-long-term investment horizon seeking broad market exposure to equity securities of companies throughout the world that are involved in the design, manufacture, or sale of products and services used in health care, medicine or biotechnology and have a moderately aggressive risk appetite.
- 4.3 **Participation Units** – Participation in the Fund shall always be through Participation Units. Each Participation Unit shall have uniform rights or privileges as any other Participation Unit. The beneficial interest of each Participation Unit in the Fund shall be determined under the Valuation of the Fund and Participation Units defined 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”).
- 5.3 **Distribution** – The Fund shall be distributed exclusively by the Trustee or through distribution channels duly authorized by the Trustee.
- 5.4 **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.**
- 5.5 **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 NAV<sub>pu</sub> AND SHALL BE FOR THE ACCOUNT AND RISK OF THE PARTICIPANT. AS SUCH, THE UNITS OF**



**PARTICIPATION OF THE INVESTOR IN THE UITF, WHEN REDEEMED, MAY BE WORTH MORE OR BE WORTH LESS THAN HIS/HER INITIAL INVESTMENT CONTRIBUTIONS. HISTORICAL PERFORMANCE, WHEN PRESENTED, IS PURELY FOR REFERENCE PURPOSES AND IS NOT A GUARANTEE OF SIMILAR FUTURE RESULT.**

## **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”).
  - 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 shall be determined by dividing the NAV of the Fund by the total number of units outstanding as of Trade Date.
  - ii. The NAVpu 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 regular 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 shall be uniformly applied to all Participants 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 Section 414-Q of the MORNBFI 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.

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, including the selection of and change in the Target 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;
- iii. To have the power to suspend the trading of the Fund as necessary due to suspension of the Target Fund, the suspension of which will mean the unavailability of a real-time NAVpu that is reflective of actual market movements if previous day NAVpu of the Target Fund would be used;
- iv. 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 hereof and Applicable Laws.
- v. To deposit in any bank or financial institution, any portion of the Fund, subject to the requirement of Section 414-Q of the MORNBF1;
- vi. To register or cause to be registered any securities of the Fund in nominee or bearer form;
- vii. 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;
- viii. 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;





- ix. 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;
  - x. 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;
  - xi. 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;
  - xii. To collect and receive income, dividends, interest, profits, increments and such other sums accruing or due to the Fund; and
  - xiii. 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.
  - xiv. 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 **Cash Holdings in Excess of the Regulatory Limit** – The Fund may temporarily have cash levels in excess of the ten percent (10%) regulatory limit while the Trustee switches from one Target Fund to another. During such transitory period when the Fund switches Target Funds, the Fund shall invest in only one other collective investment scheme. Likewise, the Fund may have cash levels in excess of the regulatory limit should there be large subscriptions and the Trustee is in the process of investing the additional cash into the Target Fund.
- 7.4 **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.
- 7.5 **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.*
- 7.6 **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.
- 7.7 **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.

- 7.8 **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 Section 414-Q of the MORNBF. 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.

In case there are any material changes to the Target Fund, these shall be immediately disclosed in writing to the Participants following receipt by the Trustee of a notice of such material change to the Target Fund. Should the Trustee decide to change the Target Fund as a result of such material change, the applicable notice period is discussed in Section 10.2.

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 of Participants as Financial Consumers** – Under Republic Act No. 11765, otherwise known as the Financial Products and Services Consumer Protection Act, a framework was established to protect the interest of consumers of financial products and services under the



conditions of transparency, fair and sound market conduct, and effective handling of financial consumer disputes. The Bangko Sentral ng Pilipinas has adopted the framework under BSP Circular No. 1160, implementing measures to protect the following rights of Participants as financial consumers:

- Right to equitable and fair treatment
- Right to disclosure and transparency of financial products and services
- Right to protection of consumer assets against fraud and misuse
- Right to data privacy and protection; and
- Right to timely handling and redress of complaints

Under the umbrella of the right to data privacy and protection, Participants as data subjects are entitled to a range of rights. These include being informed about the use of their data, right to access their information, the right to object or challenge the inaccuracy and completeness of the information, and right to have their information amended or corrected as appropriate, right to request for deletion or blocking, right to file a complaint, and right to data portability. Participants can actively review their own data to ensure its accuracy and completeness. They also have the right to refuse the sharing of their information to a third party, and request the removal of their data from the Trustee's system if they prefer not to receive advertisements and other notifications, or no longer wish to use the Trustee's services, subject to specific limitations. To exercise these rights, Participants can send an e-mail to [customercare\\_trust@atram.com.ph](mailto:customercare_trust@atram.com.ph). However, it is important to note that deletion from the Trustee's database is only possible if the Participant has not been invested in the Fund for a continuous period of five (5) years, consistent with data retention regulations.

To protect such rights, the Trustee has a Consumer Protection Risk Management System (CPRMS) integrated into its enterprise-wide risk management process and risk governance framework. This includes the governance structure, policies, processes, measurement, and control procedures to ensure that financial consumer protection-related risks are identified, measured, monitored, and mitigated.

Furthermore, the Trustee also has a Financial Consumer Protection Assistance Mechanism (FCPAM) that provides free assistance to Participants on their concerns about the Trustee's financial products, services and/or transactions. Participants may report their complaints, inquiries, and requests by sending an e-mail to [customercare\\_trust@atram.com.ph](mailto:customercare_trust@atram.com.ph). A representative of ATRAM Trust's Client Services group, the Trustee's FCPAM, shall attend to the concern. Participants who are dissatisfied with the Trustee's handling of their complaints, inquiries or requests may escalate their concerns with the Bangko Sentral Consumer Assistance Mechanism, provided that the concern had already been sent to the Trustee's FCPAM.

- 8.6 **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 10.3 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 Audited Financial Statement (AFS) shall be PFRS/PAS-compliant in all respects. Further, the AFS shall be made available at ATRAM Trust's place of business, posted on ATRAM Trust's website, and upon the request of the Participant, transmitted to them in printed or electronic format. ATRAM Trust shall submit the AFS to the appropriate supervising department of the BSP within 180 calendar days following the close of the calendar year.

## **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 Change in Target Fund** – The Trustee may decide to switch Target Funds due to the following reasons:

- Performance of Target Fund
- Change in Target Fund's investment objective or risk profile
- Resignation or change of Target Fund's investment managers
- Closure of Target Fund or its maximum NAV has been reached
- Prolonged suspension of subscription/redemption to/from the Target Fund
- Market conditions which in the reasonable opinion of the Trustee warrant a change in Target Funds

Should the Trustee decide to change the Target Fund, the Participants shall be notified immediately of such change by formal letter, thirty (30) calendar days before it is implemented. The formal letter may be supplemented by e-mail, notification in the sales premises or announcement in ATRAM's official website. However, the Trustee may switch to a new Target Fund earlier than the thirty (30)-day notification period if the change in Target Fund does not change the investment objective of the Fund and, in the reasonable opinion of the Trustee, market conditions warrant a faster shift to a new Target Fund.

**10.3 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.

- 10.4 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.
- 10.5 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.

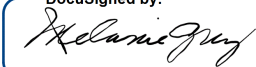
#### **Article XII** OTHER TERMS AND CONDITIONS


- 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 11 August 2023 at Makati City.

**ATRAM TRUST CORPORATION**

DocuSigned by:  
  
3120D7D442854BF  
**Melanie Allison C. Grey**  
Head of Products

DocuSigned by:  
  
AA6C446C4EC3437...  
**Phillip Frederick S. Hagedorn**  
President and CEO – Asset and  
Wealth Management



## Appendix I - Fund Specifications

Fund Name:	ATRAM Global Health Care Feeder Fund
Fund Classification:	Equity Fund
Fund Structure:	Unit Investment Trust Fund; Feeder Fund
Investment Objective:	The Fund seeks to achieve long-term capital appreciation by investing all or substantially all of its assets in an equity collective investment scheme that invests principally in equity securities of companies throughout the world that are involved in the design, manufacture, or sale of products and services used in health care, medicine, or biotechnology.
Investment Policy:	<p>The Fund shall invest at least ninety percent (90%) of its assets in the Target Fund. The investment in the Target Fund shall not exceed ten percent (10%) of the total Net Asset Value of the Target Fund. The combined exposure limit of the Fund to any entity and its related parties shall not exceed fifteen percent (15%) of the market value of the Fund or as may be prescribed by the BSP. The fifteen percent (15%) exposure limit does not apply to the Fund's investment in the Target Fund and securities issued or guaranteed by the Philippine government or by the BSP. The foregoing exposure limits shall also apply to the underlying investments of the Target Fund.</p> <p>The Fund may also invest in the following financial instruments:</p> <ol style="list-style-type: none"> <li>a) Deposit products;</li> <li>b) Securities issued or guaranteed by the Philippine government or by the BSP;</li> <li>c) Tradable securities issued or guaranteed by multilateral institutions such as Asian Development Bank (ADB), International Monetary Fund (IMF) and World Bank;</li> <li>d) Marketable instruments that are traded in an organized exchange;</li> <li>e) Such other tradable investment outlets as may be allowed by the BSP.</li> </ol> <p><b>Investors in the Fund should consider that the base currency of the Fund is Philippine Peso while the Target Fund is denominated in US Dollar. Foreign currency positions of the Fund will not be hedged, which may expose investors to higher risk. However, historical volatility of the US Dollar against the Philippine Peso is of</b></p>



**moderately aggressive risk and shall not increase the overall risk profile of the Fund.**

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Handling of breaches in regulatory limits

If the ten percent (10%) Exposure Limit to the Target Fund has been breached, the Fund will temporarily hold cash levels beyond what has been specified in its standard asset allocation or by the BSP during the transitory period of divesting excess investments in the Target Fund and switching Target Funds.

If the fifteen percent (15%) Single Exposure Limit of the Target Fund to its Underlying Investments is breached, the breach will be corrected within thirty (30) days from the time it is reported by the Target Fund.

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Target Asset Allocation:

Fund  
100% in the Target Fund

Target Fund  
100% in Equities

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Target Fund:

The Target Fund of the Fund is the Fidelity Funds – Sustainable Healthcare Fund.

The investment objective of the Target Fund shall be aligned with the Fund's investment objective. Investment to funds generally expose the investor to the following risks:

- Market Risk
- Counterparty Risk
- Liquidity Risk
- Reinvestment Risk
- Foreign Exchange Risk
- Country Risk
- Legal and Tax Risks

The Target Fund shall invest primarily in equity securities in markets throughout the world that are involved in the design, manufacture, or sale of products and services used in health care, medicine, or biotechnology. The Target Fund promotes environmental, social and governance (ESG) characteristics by investing at least 70% of its assets in securities of issuers with favorable ESG characteristics and up to 30% in securities of issuers with improving ESG characteristics. The Target Fund may invest up to ten percent (10%) into collective investment schemes. The Target Fund

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shall not be constructed as a Feeder Fund nor a Fund-of-Funds.

Being primarily invested in equity securities, the main risks of the Target Fund, and hence the Fund, are the following:

- Equity Risk
- Sector/Theme Risk
- Emerging Markets Risk
- Sustainability Risk

**The Target Fund may invest in financial derivative instruments as allowed by the BSP. The use of derivatives exposes the Fund to Derivatives Risk and Hedging Risk.**

A Risk Disclosure Statement shall be provided by the Trustee which gives a description of these risks. Investors should be aware that other risks may also be relevant to the Target Fund from time to time.

The value of the Target Fund's holdings of securities issued by any single issuer may not exceed fifteen percent (15%) of its total NAV. The Fund will not invest more than fifteen percent (15%) of its net asset value in securities issued by or guaranteed by any single sovereign (including its government, public or local authority) with a credit rating below investment grade.

Under the Luxembourg laws (where the Target Fund is registered), a fund can hold no more than ten percent (10%) of its assets in any one issue. In addition, the sum of all its concentrated positions (which are defined as those greater than five percent (5%)) cannot exceed forty percent (40%) of the fund's total assets.

Cross-holding between the Fund and the Target Fund, where cross-holding refers to the holding of shares/units of participation in one another by two (2) or more funds, is not allowed.

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**Jurisdiction of Target Fund:**

The Target Fund shall be domiciled in Luxembourg. The Commission de Surveillance du Secteur Financier regulates Luxembourg-domiciled investment funds. The Target Fund shall be governed by regulations for a SICAV (Societe d'Investissement a Capital Variable) under the laws of the Grand Duchy of Luxembourg. In addition, if



the Target Fund is an Undertaking for Collective Investment in Transferable Securities ("UCITS") it shall comply with Part I of the Luxembourg law of 17 December 2010 relating to UCITS, as may be amended from time to time and qualifies as a UCITS under Directive 2009/65/EC of the European Parliament and of the Council of the European Union of 13 July 2009, as amended.

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**Benchmark:**

MSCI ACWI Health Care Index, Net Dividends

The Benchmark should be used by investors to compare the performance of the Fund. The Benchmark reflects the objective of the Target Fund to maximize total return by primarily investing in equity securities of companies whose predominant economic activity is financial services. The historical volatility of the Benchmark is above five percent (5%) but below fifteen percent (15%) and is suitable for investors who have a moderately aggressive risk profile. Furthermore, the asset class exhibits defensive characteristics.

The Benchmark is a free-float-adjusted market capitalization weighted index designed to represent performance of the full opportunity set of large- and mid-cap stocks across 23 developed and 24 emerging markets, with all securities in the index classified as part of the Health Care sector as per the Global Industry Classification Standard (GICS®). The Benchmark is a sub-index of the broader MSCI AC World Index (ACWI).

The MSCI ACWI is copyright of Morgan Stanley Capital International, Inc. (MSCI). GICS® is a joint sector classification standard developed by MSCI Limited and S&P Dow Jones Indices. The Trustee has a non-exclusive, non-assignable, non-sublicensable, revocable license granted by MSCI Limited to access and use of MSCI indices and GICS® for reporting purposes. MSCI, MSCI Limited, S&P Global Inc. and S&P Dow Jones Indices are independent of the Trustee and have no direct relationship to the Trustee. For additional information on the Benchmark, investors may visit their website at [www.msci.com](http://www.msci.com).

The Fund will be charged a Licensing Fee for its proportionate share in the net assets of funds using MSCI benchmarks and GICS®, estimated at 0.011% or 1.1 basis points per annum. The Licensing Fee



shall be accrued daily or at such periodic intervals as the Trustee may determine.

Qualified Participants:	Eligible persons or entities with legal capacity to contract, subject to the account opening procedures established by the trustee. U.S. Persons and Russian/Belarusian Persons are not allowed to participate in the Fund.
Minimum Risk Profile of Qualified Participants	The Fund is suitable for investors with a medium-to-long-term investment horizon seeking broad market exposure to equity securities of companies throughout the world that have or will, develop products, processes or services that will provide, or will benefit significantly from, technological advances and improvements and have a moderately aggressive risk appetite.
Base Currency:	Philippine Peso
Initial NAVpu:	PHP 100.00
Trading frequency:	Daily
Subscription requirements and conditions:	
• Minimum Initial Participation	PHP 100.00
• Minimum Maintaining Participation	None
• Minimum Additional Participation Amount	PHP 100.00
• Minimum Holding Period	None
• Subscription cut-off time	3:00 p.m
• Subscription settlement date	On Trade Date
• Subscription price	Applicable NAVpu on Trade Date
• Other participation requirements and conditions:	<ul style="list-style-type: none"> <li>– Subscription into the Fund shall be made through a notice to the Trustee.</li> <li>– Subscription is subject to receipt of cleared funds by the Trustee.</li> <li>– Subscription orders received after the Subscription cut-off time shall be processed the following Business Day and shall receive that day's NAVpu.</li> <li>– 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 Participation Trust Agreement will be given to the client after it has been duly signed by the authorized signatories of the Trustee, no later than seven (7) business days after Trade Date. The Confirmation of Participation is available two (2) business days after Trade Date.</li> </ul>




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 Redemption requirements and conditions:

• Minimum redemption amount	None
• Redemption cut-off time	3:00 p.m.
• Redemption settlement date	The Trustee shall endeavor to settle redemptions on Trade Date + 5 Business Days. However, the Trustee reserves the right to settle redemptions up to 7 Business Days after Trade Date should receipt of redemption proceeds from the Target Fund (which in turn will be used to fund redemptions from the Fund) be delayed (e.g. due to holidays in Luxembourg or Singapore, or force majeure). Upon determination of any delays, the Trustee shall immediately notify the Participant if settlement of his redemption order will extend beyond 5 Business Days after Trade Date.
• Redemption price	Applicable NAVpu on Trade Date
• Other redemption requirements and conditions:	<ul style="list-style-type: none"> <li>– Redemption from the Fund shall be made through a notice to the Trustee.</li> <li>– Redemption orders received after the Redemption cut-off time shall be processed the following Business Day and shall receive that day's NAVpu.</li> <li>– See Section 4.4 in the DOT and Suspension of NAVpu calculation below.</li> <li>– Redemption from the Fund shall result in the reduction of the Participant's proportionate interest in the Fund. Partial redemptions are allowed.</li> <li>– 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.</li> </ul>

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 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 currency exchange rate or capital transfer restrictions prevent the execution of transactions for the account of the Fund, or when remittance of monies for purchase or sale of the Fund's investments cannot, in the opinion of the Trustee, be carried out at normal rates of exchange;
  - d. 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
  - e. 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;
  - f. when the Target Fund is suspended.

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.

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Trust Fee: 1.20% per annum

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

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

Total Assets	xxx.xx
Less: All Liabilities other than Trust Fees Payable	(xxx.xx)

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Net Assets before Trust	xxx.xx
Fees Payable	
	X 1.20% / 360
Daily Trust Fee	xx.xx

Investors should be aware that the Fund is a feeder fund and as such, the underlying Target Fund is subject to its own operating expenses, including a separate management fee. However, if the Target Fund is managed by the Trustee or its related party/company, the trust/management fee shall be charged only once, either at the level of the Fund or the Target Fund. In addition, any initial charges or front-end fees on such related Target Fund shall be waived. Additional transaction costs such as remittance fees shall be incurred should the Fund change its Target Fund. **Investors are advised to consider such fees and charges before investing in the Fund as they may be subject to higher fees arising from the layered investment structure.**

For example, the Target Fund has a total expense ratio of 1.05% p.a. while the Fund has a total expense ratio of 1.28% p.a.:

	Mgt/Trust Fee (p.a.)	Operating Expenses (p.a.)	Total Expense Ratio (p.a.)
ATRAM Fund	1.20%	0.08%	1.28%
Target Fund	0.80%	0.25%	1.05%
		TOTAL	2.33%

The effective expense ratio will thus be 2.33%.

The Target Fund or its Manager may pay back a portion of the management fee to the Fund in the form of a rebate or trailer fee. Should this be the case, the effective expense ratio of the Fund will be lower. In the example above, if a 0.05% p.a. rebate is given to the Fund, then its effective expense ratio will be 2.28% per annum.

The expense ratio of the Target Fund and rebates, if any, earned by the Fund from the Target Fund or its Manager shall be disclosed to investors in the Fund's Key Information and Investment Disclosure Statement.



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.

**Philippine Peso-denominated Government Securities**

Philippine peso-denominated government securities will be valued using Bloomberg PHP BVAL Reference Rates recognized and owned by the Banker's Association of the Philippines (BAP), the licensed benchmark administrator of the Securities and Exchange Commission (SEC). The PHP BVAL Reference Rates are solely calculated by Bloomberg Finance Singapore L.P. and/or its affiliates (Bloomberg), under an agreement with the BAP.

**Foreign Currency-denominated Fixed Income Securities**

*US Treasuries*

Prices quoted on Bloomberg

**Other Foreign Currency-denominated Securities**

Latest available price for the day, Manila time. In the absence of a price, use average quotes of at least three (3) regular brokers/market makers, or as prescribed in the relevant provisions on marking-to-market guidelines in the MORNBF1.

**Foreign Currency**

Closing prices from Banker's Association of the Philippines (BAP) feed in Bloomberg for USD

**Target Fund**

Value based on the fund's net asset value per share for the applicable trading day. If not available, last available closing price.

The net asset value per share of the Target Fund is determined by dividing the net assets (i.e. value of assets less liabilities) by the total number of units in issue on the immediate preceding dealing date or such other time agreed between the Manager and



the Trustee of the Target Fund. The net asset value per share of the Target Fund shall be valued on each Luxembourg business day on which the Target Fund is open for dealing. However, since the Target Fund may have substantial amount of assets outside the European Union, the fund managers of the Target Fund may also take into account whether relevant local exchanges are open and may elect to treat such closures as non-business days. Shareholders of the Target Fund will be notified of such cases.

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NAVpu availability:

Trade Date + 2 Business Days, on or before 11:30 a.m.

Due to the time difference between Manila and Luxembourg, the Trustee has to wait for subscription/redemption confirmations from the Target Fund provider, which may be received by the Trustee after office hours on Trade Date + 1 Business Day.

The NAVpu is published at least weekly in one (1) or more newspapers of national circulation.

Historical NAVpu is available on both the Trustee's website and the website of the Trust Officers Association of the Philippines ("TOAP").

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Fund Accountant:

Deutsche Bank AG, Manila Branch

The Fund Accountant charges a Fund Accounting Fee of 0.01% or 1 basis point per annum.

The Fund Accounting Fee shall be accrued daily or at such periodic intervals as the Trustee may determine.

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Third Party Custodian:

Citibank NA, Manila Branch

As a Feeder Fund, the Fund is usually not invested in direct fixed income or equity securities. If the Fund were to invest in direct fixed income securities for liquidity purposes, the Custodian charges a tiered Custody Fee based on the nominal value of the bonds as follows:

Nominal Value (PHP)	Custody Fee (per annum)
0-100 million	0.0150% or 1.50 bps
100-500 million	0.0125% or 1.25 bps
> 500 million	0.0100% or 1.00 bps





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If invested in securities, the Custody Fee shall be accrued daily or at such periodic intervals as the Trustee may determine.

The Custodian also charges a Cash Remittance Fee of USD 5.00 per transaction.

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External Auditor:

Sycip, Gorres, Velayo & Co.

The Fund will be charged an Audit Fee for its proportionate share in the net assets of funds being audited, estimated at 0.01% or 1 basis point per annum.

The Audit Fee shall be accrued daily or at such periodic intervals as the Trustee may determine.

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Trade Execution Platform:

Calastone

The Platform charges a Cross-border Transaction Fee of USD 40.00 per transaction.

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