



AMENDED DECLARATION OF TRUST

11 August 2023

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>"Affiliates"</i>	shall mean a corporation that directly or indirectly controls, is controlled by, or is under common control with, the Trustee.
<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>"Audited Financial Statements" (AFS)</i>	shall mean the Fund's financial statements audited by an external auditor
<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.

“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.

“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.

“Institutional Investor”

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.

“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 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.

"Multi-Class Fund"

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.

***"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.

“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.

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 an Equity Fund. The Fund has at least 80% of its underlying NAV exposure in equities.

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

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 **Unit Classes** –The Fund has three classes of Participation Units:

- a. Class A Units (“A Units”)
- b. Class I Units (“I Units”)
- c. Class Y Units (“Y Units”)

All three 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, I Units and Y Units relates to the eligible investors and the fee structure applicable to each, as well as corresponding minimum initial participation, maintaining participation, and redemption amounts. 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.



- 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-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 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 and Y 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 and Y Units) of Appendix I.

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, ensuring 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.

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 an aggressive 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 the 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. 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”) of A Units, I Units and Y 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 Trade Date. The net assets of each class shall represent the opening net assets of such class plus its allocation from the shared income for both classes, less its allocation from the shared expenses for both classes, plus income specific to such class, less fees, taxes, and other qualified expenses. The allocation ratio shall be determined by the proportion of such class compared to the opening net assets of the Multi-Class Fund.
 - 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 Section 414-Q 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.



There shall be smaller Trust Fees to be collected for I Units and Y Units as it will be used as an internal asset pool for the existing Investment Management Account or Trust or Fiduciary accounts with the Trustee for efficient management of portfolios.

- 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 allocation ratio shall be determined by the proportion of such class compared to the opening net assets of the Multi-Class Fund.

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 Section 414-Q of the MORNBFI;
- 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 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.

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. 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. 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 10.2 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 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 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.

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



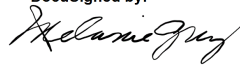
- 11.1 Taxation or tax exemption on income or other yield earned by a Participant from the Fund shall be based on prevailing tax laws and regulations of the relevant tax authority.
- 11.2 Taxes on investments of the Fund or income earned by the Fund, including assessments for deficiencies, penalties,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

312DD7D442854BE...
Melanie Allison C. Grey
Head of Products

DocuSigned by:

AABC446C4BC3437...
Phillip Frederick S. Hagedorn
President and CEO – Asset and
Wealth Management



Appendix I - Fund Specifications

Fund Name:	ATRAM Philippine Equity Smart Index Fund
Fund Classification:	Equity Fund
Fund Structure:	Unit Investment Trust Fund; Multi-Class Fund. The Fund will have three Classes: A Units, I Units and Y 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> <ol style="list-style-type: none"> Deposit products; Securities issued or guaranteed by the Philippine government or by the BSP; Tradeable securities issued or guaranteed by multilateral institutions such as Asian Development Bank (ADB), International Monetary Fund (IMF) and World Bank; Marketable instruments that are traded in an organized exchange; 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 fifteen percent (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>
Target Asset Allocation:	100% in Philippine Equities within the Benchmark
Risk Disclosure	<p>Investment to funds generally expose the investor to the following risks:</p> <ul style="list-style-type: none"> • Market Risk • Counterparty Risk • Liquidity Risk • Reinvestment Risk • Legal and Tax Risks <p>Being primarily invested in Philippine equity securities, the Fund is further exposed to Equity Risk.</p> <p>The Fund shall not invest in financial derivative instruments and other collective investment schemes.</p>
Benchmark:	Philippine Stock Exchange Index (PSEi)



The Fund aims to generate excess returns against the Benchmark through an enhanced index approach, combining the elements of passive and active management. The Fund keeps its tracking error close to that of the Benchmark and invests in the same stocks within the Benchmark, and therefore, the Benchmark reflects the risks of the Fund. The historical volatility of the Benchmark is above fifteen percent (15%) and is suitable for investors who have an aggressive risk profile.

The Benchmark is a free-float-adjusted market capitalization-weighted index of the 30 largest and most active common stocks. By gauging changes in the stock prices of select listed companies, the PSEi provides a snapshot of the market's overall condition. The base level of the PSEi was pegged at 1,022.045 points.

The PSEi is copyright of The Philippine Stock Exchange, Inc. (PSE) The PSE is independent of the Trustee and has no direct relationship to the Trustee. For additional information on the PSEi, please visit their website, <https://edge.pse.com.ph/>.

Qualified Participants:	Persons or entities with legal capacity to contract, subject to the account opening procedures established by the Trustee.
Minimum Risk Profile of Qualified Participants	The Fund is suitable for investors with a long-term investment horizon seeking to invest in Philippine equity securities and have an aggressive risk appetite.
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) Individual and Institutional Qualified Participants with at least Twenty-Five Million Pesos (Php25 million) investment in the Fund; b) Individual and Institutional Qualified Participants with either an existing Investment Management, Trust or other Fiduciary account managed by the Trustee with a total relationship AUM of at least Twenty-Five Million Pesos (Php25 million) to below Three Hundred Million Pesos (Php300 million) with the Trustee and its affiliates.
Eligible Investors for Y Units:	Y Units shall be available to Individual and Institutional Qualified Participants with either an existing Investment Management, Trust or other Fiduciary account managed by the Trustee with a total relationship AUM of at least Three Hundred Million Pesos (Php300 million) with the Trustee and its affiliates.
Base Currency:	Philippine Peso
Initial NAVpu:	PHP 100.00
Trading frequency:	Daily
Subscription requirements and conditions:	



• Minimum Initial Participation	A Units: PHP 1.00 I Units: PHP 100,000.00 Y Units: PHP 100,000.00
• Minimum Maintaining Participation	A Units: None I Units: PHP 100,000.00 Y Units: PHP 100,000.00
• Minimum Additional Participation Amount	A Units: PHP 1.00 I Units: PHP 1.00 Y Units: PHP 1.00
• 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"> – 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 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 the Trade Date. The Confirmation of Participation is available within seven (7) business days after the Trade Date.
Redemption requirements and conditions:	
• Minimum redemption amount	A Units: None I Units: PHP 1.00 Y Units: PHP 1.00
• Redemption cut-off time	3:00 p.m.
• Redemption settlement date	Proceeds from redemption shall be paid out of the Fund to the Participant on Trade Date + 3 Business Days, or earlier as may be determined by the fund manager
• Redemption price	Applicable NAVpu on Trade Date
• 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.



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- 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 1.00 for I Units and Y Units, 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:	<p>The Trustee may temporarily suspend the calculation of the Fund's NAV and NAVpu in any of the following instances:</p> <ol style="list-style-type: none"> 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.
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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:	<p><u>A Units</u>: 1.50% per annum <u>I Units</u>: 0.75% per annum <u>Y Units</u>: 0.35% per annum</p>
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The Trust Fee shall be accrued daily and payable monthly or at such periodic intervals as the Trustee may determine.



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

	A Units	I Units	Y Units	Fund Total
Opening Net Assets (ONA) for the day	ONA_A	ONA_I	ONA_Y	$ONA_A + ONA_I + ONA_Y = ONA$
Allocation Ratio	A%	I%	Y%	$A% + I% + Y% + PHP% = 100%$
Add: Shared Income (INC) for the day	$INC \times (A\%)$	$INC \times (I\%)$	$INC \times (Y\%)$	Total Shared Income of the Fund
Less: Shared Expenses before Trust Fee (EXP) for the day	$EXP \times (A\%)$	$EXP \times (I\%)$	$EXP \times (Y\%)$	Total Shared Expense of the Fund
Add: Income specific to the Unit Class	xxx.xx	xxx.xx	xxx.xx	Total specific income of each class
Less: Expenses before Trust Fees specific to the Unit Class	xxx.xx	xxx.xx	xxx.xx	Total specific expense of each class
Subtotal Net Assets (SNA)	xxx.xx	xxx.xx	xxx.xx	$SNA_A + SNA_I + SNA_Y = SNA$
Less: Daily Trust Fee	$SNA_A \times \frac{1.50\%}{360}$	$SNA_I \times \frac{0.75\%}{360}$	$SNA_Y \times \frac{0.35\%}{360}$	
	xx.xx	xx.xx	xx.xx	Total Trust Fees of each class

Where:

$$A\% = \frac{ONA_A}{ONA_I + ONA_A + ONA_Y}$$

$$I\% = \frac{ONA_I}{ONA_I + ONA_A + ONA_Y}$$

$$Y\% = \frac{ONA_Y}{ONA_I + ONA_A + ONA_Y}$$

NAV/pu 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

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.

Peso-Denominated Corporate Securities

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

1. Average done price posted in PDEX provided it falls within bid and offer prices.
2. Average bid price from at least two (2) counterparties, provided it falls within bid and offer prices
3. PDEX bid prices

Bid and offer prices will be primarily sourced from PDEX, and in the event it is unavailable, will be sourced from an average of those quoted by at least two (2) counterparties. If there are no bid prices from PDEX, spreads mapped to the internal credit rating will be used to develop prices for the corporate securities.

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. To allow for instances when pricing of securities become available only after office hours and to standardize release of the fund valuation, NAVpus will be released on Trade + 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").

Fund Accountant: Deutsche Bank AG, Manila Branch



The Fund Accountant charges a Fund Accounting Fee of 0.015% or 1.50 basis points per annum.

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

Third Party Custodian: Deutsche Bank AG, Manila Branch

The Custodian charges a tiered Custody Fee based on the nominal value of the bonds as follows:

Nominal Value (PHP)	Custody Fee (per annum)
0-5000 million	0.0075% or 0.75 bps
> 5000 million	0.0050% or 0.50 bps

and based on the market value of equities as follows:

Market Value (PHP)	Custody Fee (per annum)
0-5000 million	0.0175% or 1.75 bps
> 5000 million	0.0150% or 1.50 bps

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

The Custodian further charges a Cash Remittance Fee of PHP 30.00 per transaction, as well as a tiered Securities Transaction Fee based on the number of transactions as follows:

# of Transactions	Securities Transaction Fee
0-500	PHP 100.00
500-1000	PHP 75.00
> 1000	PHP 50.00

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.
