

PHILIPPINE STOCK INDEX FUND

TERMS AND CONDITIONS

The INVESTOR/s hereby participate/s in the mutual funds ("FUNDS") managed by **BPI INVESTMENT MANAGEMENT, INC. ("BIMI")**, a wholly-owned subsidiary of BPI. Without limiting the Terms and Conditions of the FUNDS' prospectus, the INVESTOR/s fully agree/s to the following:

AUTHORITY OF THE FUNDS' DULY AUTHORIZED REPRESENTATIVES.

FUND MANAGER. BIMI shall exercise absolute control, direction and management of the investments of the FUNDS.

SERVICE ADMINISTRATOR. BIMI shall provide administrative support to the FUND's backroom/operational and reportorial requirements.

SALES AGENTS. The FUND shall be sold only through duly licensed and authorized sales agents of BIMI, as well as other authorized distributors and/or sub-distributors and their licensed sales agents.

FUND VALUATION. The investments of the FUND shall be valued using the valuation method defined in the FUND's prospectus.

MANNER OF PARTICIPATION. Every transaction of the INVESTOR/s shall be made via the purchase of a whole number of the FUND's shares of stock arrived at by dividing the transaction amount, net of any applicable sales load, by the applicable NAVPS/U.

EVIDENCE OF PARTICIPATION. A system-generated Transaction Advice shall be issued by the FUND, through BIMI, as evidence of contributions of the INVESTOR/s into the FUND.

MANNER OF ADMISSION/SUBSCRIPTION. The FUND shall be sold only through the FUND's SEC-accredited Certified Investment Solicitor (CISol) and/or distribution channels. Contributions into the FUND shall be computed on the basis of the applicable **NAVPS/U**, net of the applicable sales load. In case of insufficient funding for whatever reason, the entire subscription order will not be processed.

MANNER OF REDEMPTION. Redemptions out of the FUND shall be computed on the basis of the applicable NAVPS/U on the day the redemption order is received, subject to the applicable cut-off time. Proceeds of the redemption, net of any applicable redemption fee, shall be paid out not later than seven (7) banking days from the date of BIMI's receipt of the Fund Order Form. Should a partial redemption result in the investment falling below the required minimum maintaining balance, then the entire balance shall be paid to the INVESTOR/s by crediting the nominated settlement account or by check, as may be applicable.

The FUNDS shall be entitled to collect an Early Redemption Fee based on the amount redeemed, in accordance with the respective prospectus of the FUND.

All redemption proceeds shall be payable to the INVESTOR/s on record only.

SELECTED FEATURES OF THE FUND. For the effective and efficient management of the FUND, the FUND, through BIMI, in accordance with applicable rules, shall set, and retain the option to change from time to time, the minimum holding period for each investment in the FUND, the amounts for initial and additional contributions, partial redemptions, and the required minimum maintaining balance for investment in the FUND. The INVESTOR/s' continued investment in the FUNDS after the effective date of such revision and/or change shall be deemed to constitute as acceptance of the changes and/or revisions without reservation.

JOINT ACCOUNTS. The operation of and withdrawals of the funds in "AND" joint accounts must be signed or authorized by all the co-INVESTORS. In cases of "OR" joint accounts, any one of the co-INVESTORS is authorized to operate the funds and to effect any withdrawal therefrom.

In case of two (2) or more Individual Investors, the risk profile of the Primary Investor shall be the basis of the applicable profiling and financial planning discipline.

CUT-OFF TIME PER TRANSACTION. For the effective and efficient management of the FUND, the FUND through BIMI, shall set and shall retain the option to change from time to time, such rules as the cut-off times and value dates for each type of transaction.

INSTRUCTIONS. All instructions, oral or written, whether delivered by hand, facsimile or electronic mail, given or purported to have been given by the persons authorized to operate the account as designated in the Account Opening Form (or otherwise in writing), are binding on the INVESTOR/s. The FUND may, through BIMI, at its discretion, conclusively rely and act on any such instructions, and shall not in any way be liable for any loss which the INVESTOR/s may incur as a result of the FUND's reliance and action on any such instruction.

COMMUNICATION AND NOTICES. All communications, whether by mail, telephone, facsimile, electronic mail, messenger or otherwise, sent to the INVESTOR's contact information appearing in the records of BIMI, shall constitute personal delivery to the INVESTOR/s. All communications shall be directed to said last known nominated address appearing in BIMI's records unless a written notice of change of address is received by BIMI at least five (5) banking days prior to the delivery of communication or notice to the INVESTOR/s. The correctness of all communications sent to the INVESTOR's/s' address, email address or fax number shall be conclusive as to such INVESTOR/s in the absence of any written objection received by BIMI within five (5) banking days from delivery thereof.

REPORTS. A report shall be submitted to the INVESTOR/s at least once every quarter. The report shall consist, among others, of the INVESTOR's/s' summary of investments showing the number of shares/units in the FUND, the total cost and market value thereof, the unrealized income/loss, and a transactions activity report showing contributions and redemptions made during the period covered.

ADJUSTMENTS. BIMI is authorized by the INVESTOR/s to correct any error or mistake in the INVESTOR's account without need of prior notice or consent.

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DISTRIBUTION OF FUND EARNINGS. The total income of the FUND shall be allocated to the respective INVESTOR/s in proportion to their respective shareholdings. The unrealized income of each INVESTOR is the difference between the applicable NAVPS/U over the average acquisition cost of the INVESTOR's shares, multiplied by the number of shares held by such INVESTOR. Realization of any income, or conversely, any loss, of the INVESTOR/s occurs when shares are partially or fully redeemed. Further, the FUND/s, in accordance with applicable laws, may from time to time, declare dividends.

LIABILITY OF BIMI. Nothing in these Terms and Conditions shall be construed as a guaranty of return or income; nor does it entitle the INVESTOR/s to a fixed rate of return on the money invested by him/her in the FUND. BPI, its subsidiaries or affiliates, or the Fund Manager, shall not be liable for any loss or depreciation in the value of the FUND or in the value of INVESTOR's investment unless attributable to BPI or BIMI's act of fraud, willful default, gross negligence or evident bad faith. It is understood that mutual funds are not bank deposit products, not guaranteed by BPI or BIMI, not covered by the Philippine Deposit Insurance Corporation, and that losses, if any, are for the sole account of the INVESTOR/s.

TAXES, EXPENSES AND FEES. BPI and/or BIMI is authorized, without prior notice to the INVESTOR/s, to deduct from the FUND, taxes relative to the acquisition and disposition of investments, expenses (including but not limited to audit and legal fees, documentary stamps, etc.) and in consideration of services rendered herein, BPI and/or BIMI shall collect on every valuation date management and distribution fees based on the INVESTOR's proportionate share of the previous day's NAVPS/U of the FUND in the percentage as disclosed in the FUND's prospectus.

CHARACTER / NATURE OF THE OMNIBUS AGREEMENT. It is understood that upon signing of this Omnibus Agreement ("Agreement"), the INVESTOR/s undertake/s to consider this Agreement as the uniform/consolidated arrangement which shall govern all types of Mutual Funds managed by BIMI.

In case the INVESTOR/s decide/s to subsequently subscribe to any FUNDS managed by BIMI, the Terms and Conditions of this Agreement shall prevail considering there will be only one Omnibus Agreement to be signed at the beginning of the period to which FUNDS managed by BIMI and the INVESTOR/s have mutually entered into for the participation of the INVESTOR/s.

Further, all Terms and Conditions stated in the provisions of this Agreement, insofar as the same shall be consistent and applicable to the type/nature of the FUND availed of by the INVESTOR/s, shall be controlling, and no other covenant shall be recognized, unless otherwise specifically enumerated in a separate agreement mutually acceptable to the FUNDS managed by BIMI and the INVESTOR/s, a court of competent jurisdiction, or other competent authority.

MISREPRESENTATION/FRAUD. The INVESTOR/s attest/s that all information provided herein are true, correct and accurate. The INVESTOR/s further attest/s that the amounts invested in the FUNDS are derived from legitimate sources. In case of fraud or misrepresentation, it is agreed and understood that BPI and/or BIMI has the option to close/terminate the account/s at any time without prior notice to the INVESTOR/s and the outstanding shares/units shall immediately be sold at the prevailing NAVPS/U, and shall be subject to the applicable redemption fee and/or penalty. In such case, BIMI reserves the right to reject any subsequent subscriptions by such INVESTOR/s to the FUNDS.

FUND TRANSFER. The Fund Manager will immediately transfer the funds on behalf of the INVESTOR/s following its customary procedures, subject to bank charges. In no case shall BPI or BIMI be liable for delays that may occur or additional charges that may be imposed due to acts of correspondent or intermediary financial institutions or through any cause beyond the control of BPI or BIMI.

MANUALLY INITIATED FUND TRANSFER. BPI has the absolute discretion to act or not to act upon, or to further confirm, instructions given via telephone or e-mail prior to processing, any manually-initiated funds transfer application or other instructions received via messenger/agent/representative. BPI or BIMI shall not be liable for any failure or delay in the processing or the application as a result of BPI or BIMI electing to defer action prior to receiving confirmation.

In consideration of BPI and/or BIMI agreeing to accept and act upon such instruction via messenger/agent/representative, the INVESTOR/s hereby irrevocably undertake that BPI and/or BIMI, its directors, officers, employees and representatives, shall not be held liable for any costs, losses, liabilities, damages, and expenses whatsoever arising out of or in connection with BPI and/or BIMI accepting or acting upon such instruction. The INVESTOR/s irrevocably undertake/s to indemnify and hold BPI and/or BIMI, its directors, officers, employees and representatives free and harmless from any such costs, losses, liabilities, damages, and expenses

TERMINATION/ SUSPENSION OF ACCOUNT/USE. BPI and/or BIMI reserve/s the right to terminate the INVESTOR's/s' account or suspend the INVESTOR's/s' current or future use of the same in whole or in part, such as not processing any redemption order if, among others, the INVESTOR/s violate/s these Terms and Conditions, pose/s a security threat, or the INVESTOR/s provide/s any information that is untrue, inaccurate, not current or incomplete, or the INVESTOR/s fail/s to submit any updated document required by BPI and/or BIMI, or when the account, in the opinion of BPI and/or BIMI, is being used or suspected to be used for fraudulent, criminal or unlawful activities or for any cause whatsoever, at any time without prior notice and the losses attributable to the termination of the account, if any, shall be for the account of the INVESTOR/s.

Disclaimer: This is not a deposit product. Earnings are not assured and principal amount invested is exposed to risk of loss. This product cannot be sold to you unless its benefits and risks have been thoroughly explained. If you do not fully understand this product, do not purchase or invest in it.

A Mutual Fund is an open end investment company registered with the Securities and Exchange Commission (SEC) in which the investible cash of numerous investors are pooled in a specific fund ("Fund") with the aim of achieving a specific objective. The Fund is NOT a DEPOSIT product and is not an obligation of, or guaranteed, or insured by the Fund Manager, and is not insured by the Philippine Deposit Insurance Corporation (PDIC). Due to the nature of the investments, yield and potential yields cannot be guaranteed. Any income or income loss arising from market fluctuations and price volatility of the securities held by the Fund, even if invested in government securities, is for the account of the investor. As such, shares of the investor in the Fund, when redeemed, may be worth more or be worth less than his/her initial participation/contribution. Historical performance, when presented, is purely for reference purposes and is not a guarantee of future results. The Fund Manager is not liable for losses, under upon willful default, evident bad faith or gross negligence. Investors are advised to read the Prospectus of the Fund which may be obtained from authorized distributors before deciding to invest.