



## UITF Documentary Requirements

(Individual Clients)

To open a UITF account, fill-out, print, sign, and submit the following forms to your nearest LANDBANK Branch or at the Trust Business Development Department 21/F LANDBANK Plaza Malate, Manila.

### PART I

- ☐ Client Suitability Assessment (CSA) Form
- ☐ Reclassification of Risk Profile (If applicable)

### PART II

- ☐ Risk Disclosure Statement (RDS)

### PART III

- ☐ UITF Agreement
- ☐ UITF Data Privacy Consent Form

### Know Your Client *(Forms to be provided by the Branch or TBG Personnel)*

- ☐ Client Information and Specimen Signature Card (CISSC)
- ☐ Specimen Signature Card (SSC)
- ☐ Photocopy of a valid government issued I.D.

### OPTIONAL

- ☐ LANDBANK UITF Auto Invest Program Enrolment Form  
Allows UITF clients to automatically contribute to their existing UITF account by authorizing LANDBANK TBG to debit their nominated LANDBANK deposit account and purchase units on a regular basis. For as low as Php1,000.00 a month, enjoy hassle-free investing and reap the benefits of peso cost averaging.

*The investment shall only be done upon submission of complete documentary requirements.*

### For inquiries, contact us @

Tel. Nos. : (02) 8405-7119; 405-7408; 8405-7100; 8405-7761  
Fax : (02) 8528-8565  
Email : LBP\_TRUST@mail.landbank.com



Dear **Client**:

This questionnaire will allow us to determine your/the institution’s investment risk profile . Kindly check your answer to the questions on the space provided. Please fill up all the necessary information and answer all the questions to the best of your knowledge. All data shall be treated with utmost confidentiality. Thank you!

Name / Institution	:	
Mailing Address	:	
Contact Number	:	
Email Address	:	
Marital Status (If applicable)	:	
Birth Date / Registration Date	:	
Beneficiary/ies (If applicable)	:	

PART I : INVESTOR RISK PROFILE QUESTIONNAIRE

Score	Check the Best Answer for You
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1. What is your **primary objective** for investing the funds?

☐ a. Safety / Capital Preservation

☐ b. Regular Income Source

☐ c. Wealth Accumulation / Build Up

☐ d. Significant Growth / Capital Appreciation

2. **How long** do you intend to keep your funds invested?

☐ a. Short-term (less than 1 year)

☐ b. Intermediate-term (1 to 3 years)

☐ c. Medium-term (3 to 5 years)

☐ d. Long-term (more than 5 years)

3. How important is **liquidity** to you? When do you intend to withdraw from your investment?

☐ a. Very Important. Will withdraw from my investment *anytime*.

☐ b. Modestly Important. Will/May occasionally withdraw *after 1 year*

☐ c. Slightly Important. Will/May periodically withdraw *after 3 years*

☐ d. Not as essential. Can manage and will not withdraw for the next *5 years*

4. How much does this amount represent as a **percentage of your liquid wealth/assets**?

☐ a. 76% - 100%

☐ b. 51% - 75%

☐ c. 26% - 50%

☐ d. 01% - 25%

5. Which among the following financial instruments do you have **previous or current investment** in?

☐ None. Cash/ Savings/ Checking Account only

☐ Special Savings Deposit Accounts

☐ Bond Funds

☐ Preferred Stocks

☐ Time Deposit Accounts

☐ Government Securities

☐ Balanced Funds

☐ Stocks

☐ Money Market Funds

☐ Corporate Bonds

☐ Equity Funds

☐ Derivatives

6. Which among the following investments do you have **basic awareness or knowledge** of?

☐ None. Cash/ Savings/ Checking Account only

☐ Special Savings Deposit Accounts

☐ Bond Funds

☐ Preferred Stocks

☐ Time Deposit Accounts

☐ Government Securities

☐ Balanced Funds

☐ Stocks

☐ Money Market Funds

☐ Corporate Bonds

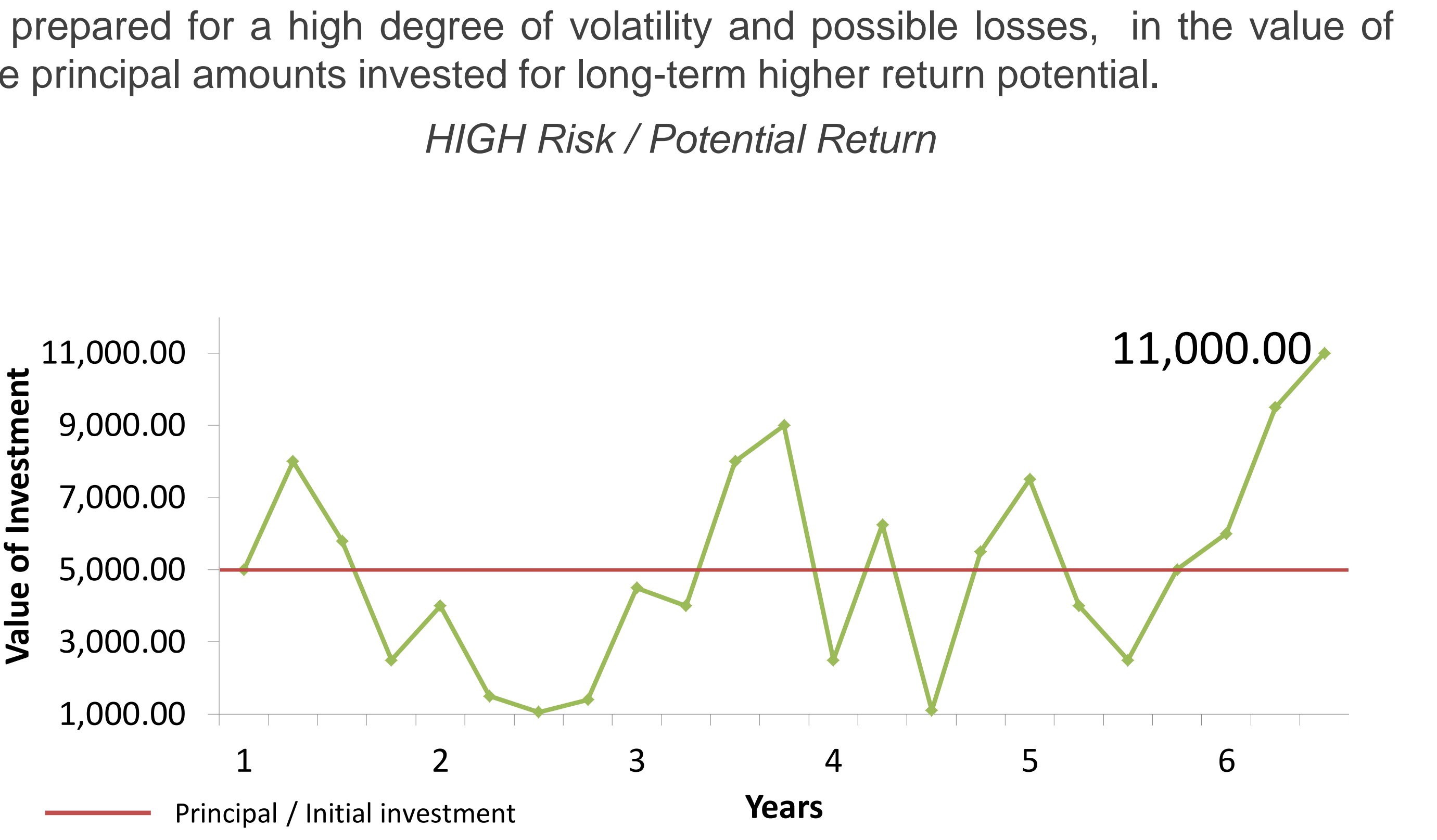
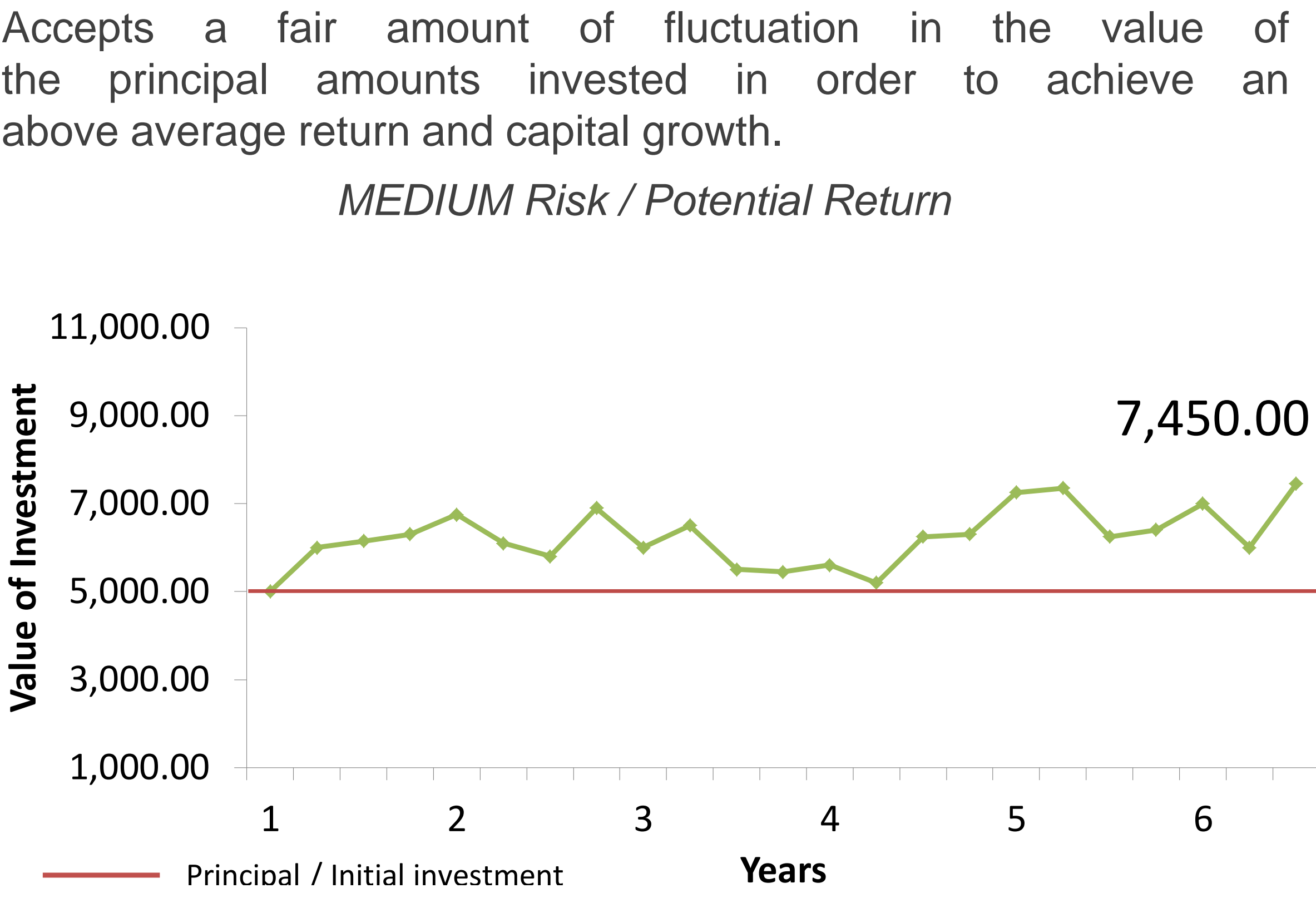
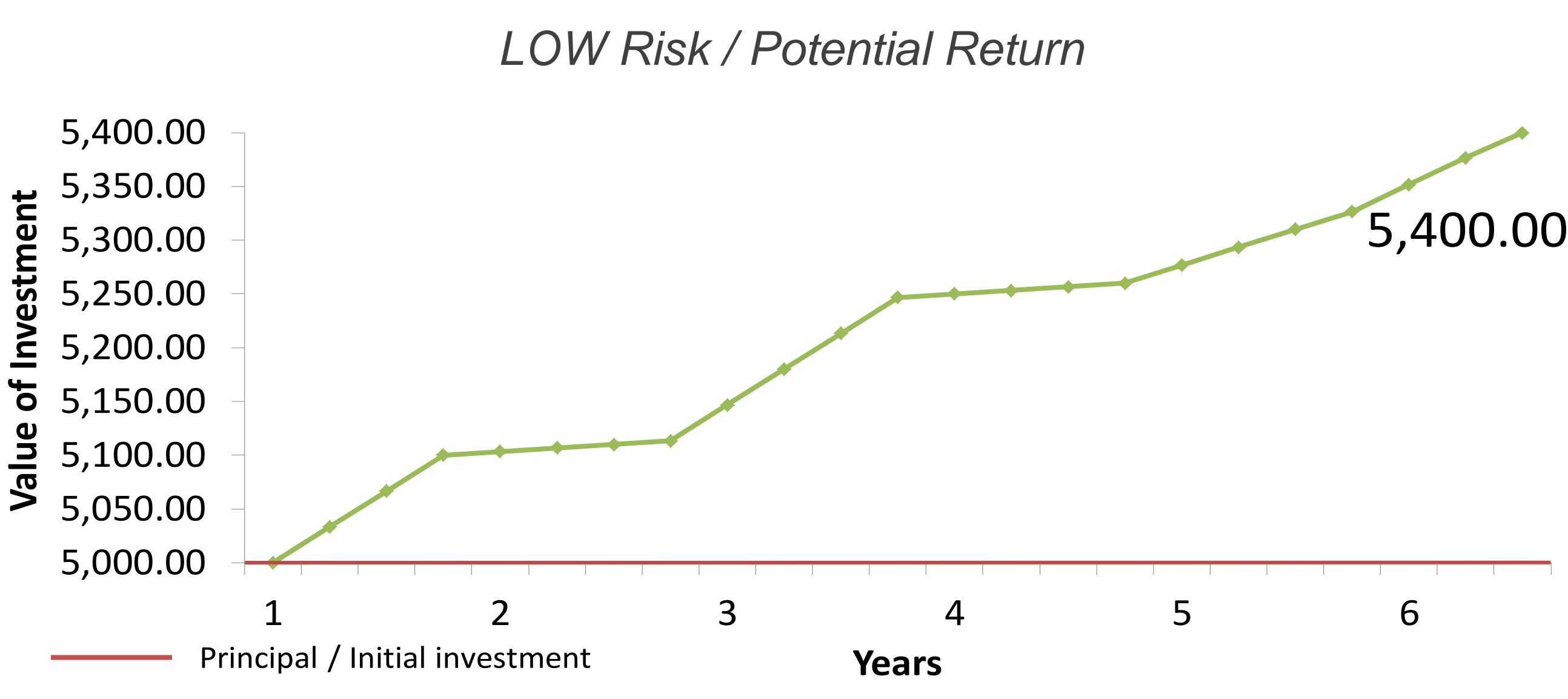
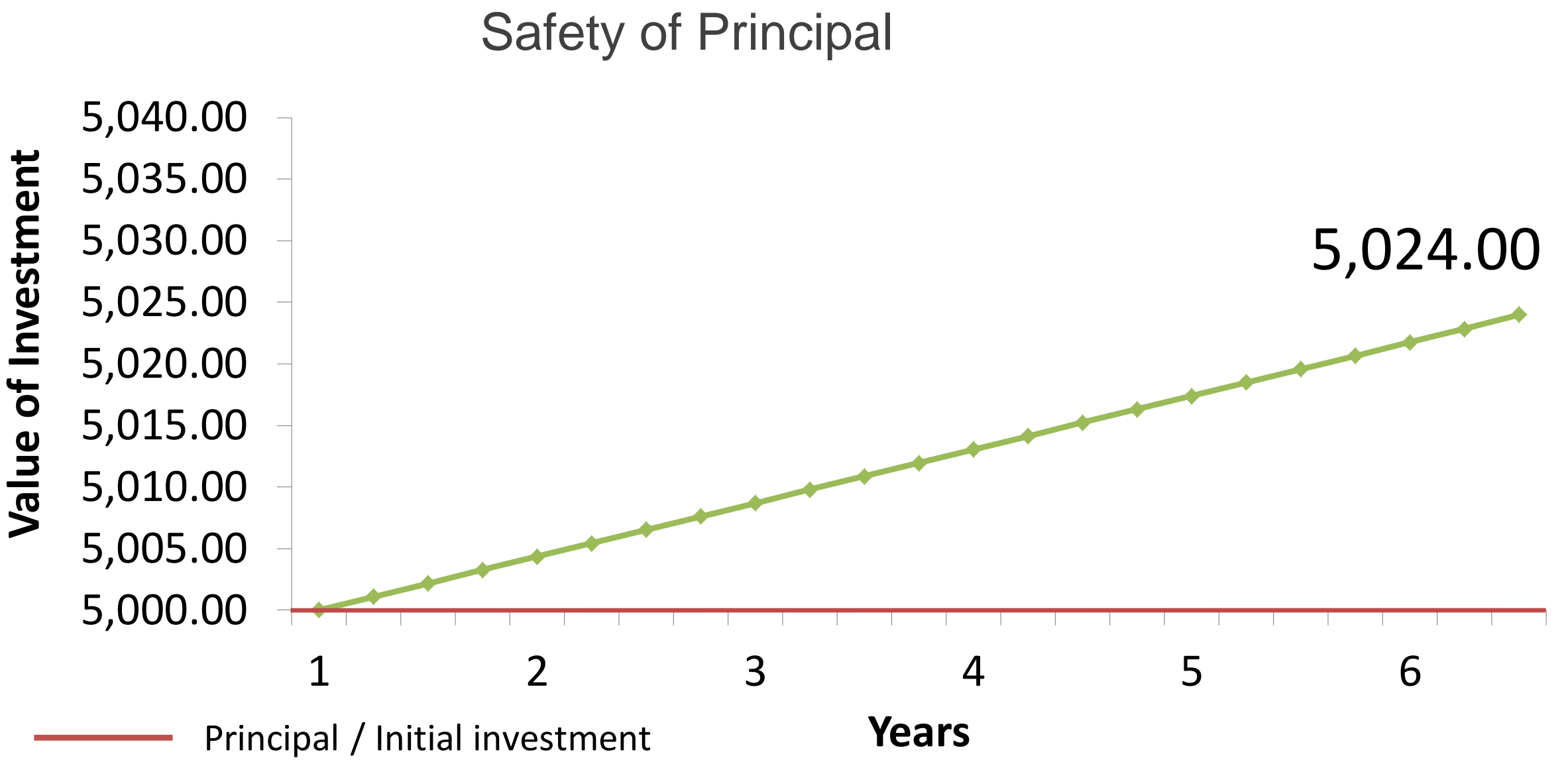
☐ Equity Funds

☐ Derivatives

7. What is your **tolerance for risk**?

☐ a. Requires stable income and NO fluctuations in the value of the principal amount

☐ b. Accepts minimal fluctuations in income but NO fluctuation in principal amounts invested in anticipation of above average return.



FINAL SCORE



PART II : SELF-ASSESSMENT

As an investor, how do you *describe yourself*?

<div><input type="checkbox"/> <b>RISK AVERSE</b></div> <div><div>✓ Capital preservation is the paramount concern</div><div>✓ Does not like uncertainty</div><div>✓ Prefers:<div><div>a fixed rate of return (would settle for regular savings deposit rate)</div><div>short-term arrangement</div><div>to be able to withdraw anytime</div><div>products with minimal risk</div></div></div></div>	<div><input type="checkbox"/> <b>CONSERVATIVE</b></div> <div><div>✓ Capital preservation is the primary objective but with a certain level of flexibility</div><div>✓ Prefers short-term arrangement</div><div>✓ Willing to accept:<div><div>minimal changes in interest income/return</div><div>minimal exposure to credit risk &amp; liquidity risk</div></div></div></div>	<div><input type="checkbox"/> <b>MODERATE</b></div> <div><div>✓ Wealth accumulation is the primary objective</div><div>✓ Is looking for returns higher than traditional deposit products</div><div>✓ Willing to:<div><div>place funds for a longer period of time (3-5 years)</div><div>expose funds to a higher risk environment in return for a relatively higher return while still maintaining a balance between growth and security</div></div></div></div>	<div><input type="checkbox"/> <b>AGGRESSIVE</b></div> <div><div>✓ Significant growth / capital appreciation is the primary objective</div><div>✓ Understands, accepts, and is comfortable with the uncertainty, risks and overall market volatility</div><div>✓ Accepts the probability &amp; risk of <i>principal loss</i> in exchange for higher potential return</div><div>✓ Willing to:<div><div>place funds for a long period of time (&gt;5 years)</div><div>ride out the ups and downs of the market for potential higher long-term results</div></div></div></div>
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Result of Part I

Result of Part II

Other Considerations


Score Range	Risk Profile	Recommended Investment Products/Outlets
1 to 5	Risk Averse	<div><div>▪ Regular Savings Deposit Account only</div></div>
6 to 14	Conservative	<div><div>▪ Special Deposit Accounts</div><div>▪ Short Term PNs</div><div>▪ Conservative Pooled Funds</div></div>
15 to 23	Moderate	<div><div>▪ Above Outlets</div><div>▪ Government Securities</div><div>▪ Corporate Bonds/Notes</div><div>▪ Moderate Pooled Funds</div></div>
24 to 32	Aggressive	<div><div>▪ Above Outlets</div><div>▪ Listed Stocks</div><div>▪ Preferred Shares</div><div>▪ Aggressive Pooled Funds</div><div>▪ Derivatives</div></div>

I/We certify that the information I/we have given are true and correct to the best of my/our knowledge. I/We understand that the Client Suitability Assessment is used as a guide for the trust sales marketing personnel/account officer to present/ recommend investment alternatives and does not provide guarantee against losses. I/We will formally notify the trust marketing personnel/account officer of changes to my/our personal and/or financial situation that would change my/our risk profile. I/We understood the investment profile and the recommendation of the trust marketing personnel.

Signature Over Printed Name : \_\_\_\_\_

Date : \_\_\_\_\_

For LANDBANK Authorized Signatories Only

*The undersigned has explained to the client the (i) results of the Client Suitability Assessment, (ii) basis of recommendation, and (iii) terms and conditions of the recommended investment outlets.*

Conducted By:

\_\_\_\_\_  
Signature Over Printed Name

\_\_\_\_\_  
Date



# RECLASSIFICATION OF RISK PROFILE

Based on the Client Suitability Assessment (CSA) that were explained to me/us and which I/we properly understood, the result is:

- ☐ Risk Averse
- ☐ Conservative
- ☐ Moderate

Nevertheless, I/we want to waive the results of the CSA and reclassify my/the institution’s risk profile to avail of investment products/portfolio/strategy recommended for:

- ☐ Conservative
- ☐ Moderate
- ☐ Aggressive

## TRUSTOR

**By signing below, I/We acknowledge the following:**

1. I/We do not agree with the recommendation of the Trust Sales & Marketing Officer / Trust Account Management Officer / Accredited UITF Marketing Personnel on the appropriateness of the investment products or portfolio based on the CSA profile results.
2. It is understood that I/we am/are signing on my/our free will and volition and that I/we am/are fully aware of the risks involved in the waiver of the results of the CSA and reclassification of my/our risk profile.
3. I/We understand and am/are willing to accept the risks involved/incidental in the investments, as explained to me/us, which may include the possibility of loss therein in return for potential higher long-term results.
4. I/We indemnify and hold free and harmless Land Bank of the Philippines, its Trust Banking Group, its directors, officers and employees from any claim, suit, actions, loss, damage or expense which I/we may incur as a result of my/our decision to reclassify my/our risk profile.

Signature Over Printed Name : \_\_\_\_\_

Date : \_\_\_\_\_

**For LANDBANK Authorized Signatories Only**

*The undersigned has explained with the client the (i) results of the Client Suitability Assessment, (ii) basis of recommendation, (iii) terms and conditions of the recommended UITF/investment outlet/s/portfolio and (iv) risk involved in reclassification of risk profile results.*

\_\_\_\_\_  
Signature Over Printed Name

\_\_\_\_\_  
Date

# RECLASSIFICATION OF RISK PROFILE

Based on the Client Suitability Assessment (CSA) that were explained to me/us and which I/we properly understood, the result is:

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Signature Over Printed Name : \_\_\_\_\_

Date : \_\_\_\_\_

**For LANDBANK Authorized Signatories Only**

*The undersigned has explained with the client the (i) results of the Client Suitability Assessment, (ii) basis of recommendation, (iii) terms and conditions of the recommended UITF/investment outlet/s/portfolio and (iv) risk involved in reclassification of risk profile results.*

\_\_\_\_\_  
Signature Over Printed Name

\_\_\_\_\_  
Date



Account Name

As you have appointed Land Bank of the Philippines - Trust Banking Group (LBP-TBG) as your Trustee/Investment Manager, LBP-TBG is hereby informing you that there are various risks involved in investing your money in any type of financial security. As investments carry different degrees of risk, it is therefore necessary that before choosing an outlet you would like and/or authorize LBP-TBG to invest in, you should have:

- 1.Read this Risk Disclosure Statement completely;
- 2.Fully understood the nature of the investment/product and the extent of your exposure to risks; and
- 3.Independently determined that the investment in the financial instruments are appropriate for you.

**NOTE: THERE ARE RISKS INVOLVED IN INVESTING BECAUSE THE VALUE OF YOUR INVESTMENT USES A MARKED-TO-MARKET VALUATION AND THEREFORE MAY FLUCTUATE DAILY. INVESTMENT IN ANY FINANCIAL INSTRUMENTS, INCLUDING GOVERNMENT SECURITIES AND HIGH-GRADE PRIME INVESTMENT OUTLETS, THROUGH LBP-TBG, DO NOT PROVIDE GUARANTEED YIELD, RETURN, OR INCOME AS THE SAME CAN FALL AS WELL AS RISE DEPENDING ON PREVAILING CONDITIONS AS THESE ARE EXPOSED TO VARIOUS TYPE OF RISKS AS ENUMERATED AND DEFINED HEREUNDER:**

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

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

- The more common securities that are exposed to interest rate risk are the following:
- a. government securities such as Treasury Bills, Retail Treasury Bonds, Fixed Rate Treasury Notes, ROPs, etc.
- b. commercial papers, corporate notes/bonds
- c. preferred shares of stocks

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

It is the risk of portfolio to lose value due to a decline in securities prices, which may sometimes happen rapidly or unpredictably. The value of investments fluctuates over a given time period because of general market conditions, economic changes or other events that impact large portions of the market such as political events, natural calamities, etc.

- The following markets are exposed to market/price risk:
- a. government securities such as Treasury Bills, Retail Treasury Bonds, Fixed Rate Treasury Notes, ROPs, etc.
- b. commercial papers, corporate notes/bonds
- c. equities
- d. local and foreign currencies

**Liquidity Risk.** This is the possibility for an investor to experience losses due to the inability to sell or convert assets into cash immediately or in instances where conversion to cash is possible but at a loss. These may be caused by different reasons such as trading in securities with small or few outstanding issues, absence of buyers, limited buy/sell activity or underdeveloped capital market.

Liquidity risk occurs when certain securities in the portfolio may be difficult or impossible to sell at a particular time which may prevent the redemption of investment in the portfolio until its assets can be converted to cash. Even government securities which are the most liquid of fixed income securities may be subjected to liquidity risk particularly if a sizeable volume is involved.

**Credit Risk/Default Risk.** This is the possibility for an investor to experience losses due to a borrower’s failure to pay principal and/or interest in a timely manner on instruments such as bonds, loans, or other forms of security which the borrower issued. This inability of the borrower to make good on its financial obligations may have resulted from adverse changes in its financial condition thus, lowering credit quality of the security, and consequently lowering the price (market/price risk) which contributes to the difficulty in selling such security. It also includes risk on a counterparty (a party the Investment Manager trades with) defaulting on a contract to deliver its obligation either in cash or securities.

This is the risk of losing value in the portfolio in the event the borrower defaults on his obligation or in the case of a counter party, when it fails to deliver on the agreed trade. This decline in the value of the portfolio happens because the default/failure would make the price of the security go down and may make the security difficult to sell.

- The more common investments that are exposed to credit/ default risk are as follows:
- a. commercial papers, corporate notes/ bonds
- b. loans
- c. preferred shares of stocks
- d. special savings deposit accounts/ time deposit

**Reinvestment Risks.** This is the risk associated with the possibility of having lower returns or earnings when maturing funds or the interest earnings of funds are reinvested.

Investors who redeem and realize their gains run the risk of reinvesting their funds in an alternative investment outlet with lower yields. Similarly, the fund manager is faced with the risk of not being able to find good or better alternative investment outlets as some of the securities in the fund matures.



**Inflation Risk.** This is the possibility that the investment made will not be worth as much as expected in the future, due to economic factors that may affect the market. As inflation rises, investments may incur devaluation because of the weakening purchasing power. Market volatility may increase as well alongside an inflation rise due to intensified uncertainty in the economy.

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

**Foreign Exchange Risk.** This is the possibility for an investor to experience losses due to fluctuations in foreign exchange rates. The exchange rates depend upon a variety of global and local factors, e.g., interest rates, economic performance, and political developments.

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

**Country Risk.** This is the possibility for an investor to experience losses arising from investments in securities issued by/in foreign countries due to the political, economic and social structures of such countries. There are risks in foreign investments due to the possible internal and external conflicts, currency devaluations, foreign ownership limitations and tax increases of the foreign country involved which are difficult to predict but must be considered in making such investments.

Likewise, brokerage commissions and other fees may be higher in foreign securities. Government supervision and regulation of foreign stock exchanges, currency markets, trading systems and brokers may be less than those in the Philippines. The procedures and rules governing foreign transactions and custody of securities may also involve delays in payment, delivery or recovery of investments.

**Other Risks.** Your participation in the portfolio may be further exposed to the risk of any actual or potential conflicts of interest in the handling of in-house or related party transactions by LBP-TBG. These transactions may include own-bank deposits; purchase of own-institution or affiliate obligations (stock, mortgages); purchase of assets from or sales to own institution, directors, officers, subsidiaries, affiliates or other related interests/parties; or purchases or sales between fiduciary/managed accounts.

**TRUST AND OTHER FIDUCIARY ACCOUNTS AND INVESTMENT MANAGEMENT ACCOUNTS CARRY HIGHER RISKS THAN THOSE ASSOCIATED WITH ORDINARY BANK SAVINGS OR TIME DEPOSITS. IT IS RISKY AND MAY NOT BE APPROPRIATE IF YOU ARE NOT WILLING AND ABLE TO ACCEPT THE RISK OF ADVERSE MOVEMENTS IN THE UNDERLYING SECURITIES OR REFERENCE RATES.**

**I/WE HAVE COMPLETELY READ AND FULLY UNDERSTOOD THIS RISK DISCLOSURE STATEMENT AND THE SAME WAS CLEARLY EXPLAINED TO ME/US BY LBP-TBG PERSONNEL BEFORE I/WE AFFIXED MY/OUR SIGNATURE/S HEREIN. I/WE HEREBY VOLUNTARILY AND WILLINGLY AGREE TO COMPLY WITH ANY AND ALL LAWS, REGULATIONS, TERMS AND CONDITIONS STATED IN THE AGREEMENT.**

Signature over Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature over Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature over Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

THIS PORTION IS FOR NEW ACCOUNTS ONLY

**PURSUANT TO THE BSP CIRCULAR NO. 1048 SERIES OF 2019 (BSP REGULATIONS ON FINANCIAL CONSUMER PROTECTION), WHICH WAS ALSO CLEARLY EXPLAINED TO ME/US, I/WE UNDERSTAND THAT I/WE AM/ARE GIVEN A COOLING-OFF PERIOD OF TWO (2) BANKING DAYS IMMEDIATELY FOLLOWING THE SIGNING OF THE AGREEMENT/CONTRACT.**

**By signing below,** I/we acknowledge that I/we understand the various risks involved in the transaction, as disclosed in this RDS, and would wish to immediately proceed with the opening of my/our account, thus, I/We hereby waive my/our right to the cooling-off period.

Otherwise, **by not signing this portion,** it is understood that I/we wish to avail of my/our right to the cooling-off period and hereby undertake/s to inform LBP-TBG, through a written notice and within two (2) banking days and reasonable amount of processing fees may be collected or recovered, if I/we intend to cancel the agreement. Further, if no written notice is received by LBP-TBG, it shall be assumed that I/we wish to continue with the transaction.

Signature over Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

For LANDBANK Authorized Signatories Only

*I acknowledge that I have (1) advised the client to read this Risk Disclosure Statement (2) encouraged the client to ask questions on matters contained in this Risk Disclosure Statement; and (3) fully explained the same to the client. Additionally, in accordance with BSP Circular No. 1048 series of 2019 (BSP Regulations on Financial Consumer Protection), I have discussed with the client his/her rights under the said regulation.*

Signature over Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_





The TRUSTOR, through this Omnibus Participating Trust Agreement (the "Agreement"), hereby participates in the LANDBANK Unit Investment Trust Funds or UITF (the "FUND/s"), established and being managed by the Land Bank of the Philippines, a government financial institution created and existing under and by virtue of Republic Act No. 3844, as amended, with principal office address at LANDBANK Plaza 1598 M. H. del Pilar cor. Dr. J. Quintos Streets, Malate, Manila, and duly authorized to perform trust and other fiduciary functions through its Trust Banking Group ("LBP-TBG" or "TRUSTEE") for the collective investment and re-investment of sums of money received and held as TRUSTEE of various investors.

It is expressly understood and agreed that this Agreement is subject to the respective Declaration/s of Trust (the "PLAN/s") specifically governing each FUND which were submitted and duly approved by the Bangko Sentral ng Pilipinas (BSP).

This Agreement does not, and neither does it purport to, amend or modify the respective PLAN/s to which the selected FUND/s pertain.

As such, the TRUSTOR/s hereby explicitly acknowledge(s) having read and fully understood the respective PLAN/s pertaining to his/their investment and is amenable to all the terms and conditions contained therein.

Without limiting the terms and conditions of the said PLAN/s, the TRUSTOR fully agrees to and grants whatever powers or authority as specified in the following:

**AUTHORITY OF TRUSTEE.** The TRUSTEE shall exercise full management and discretionary control of the FUND/s within the framework of the policies set forth in the respective PLAN/s and such other policies that the TRUSTEE may from time to time adopt in the future pursuant to the FUND/s objectives and subject to BSP requirements and approvals. Each FUND shall be invested in their own diversified portfolio which shall be limited to the corresponding "allowable investment outlets" as individually contained in each respective PLAN/s.

**CLIENT SUITABILITY.** Prior to the acceptance of a participation, the TRUSTEE shall perform client suitability assessment, through a Client Suitability Assessment Form which shall be acknowledged and signed by the TRUSTOR.

**DISCLOSURE OF INVESTMENT OUTLETS AND PERFORMANCE.** In compliance with BSP Circular Nos. 447 and 593, as amended by BSP Circular No. 852, the TRUSTEE shall prepare a list of prospective and outstanding investment outlets which shall be made available in the premises of TRUSTEE's principal office address for the review of the TRUSTOR. The list shall be updated based on the frequency stated in the PLAN/s.

Performance of the fund can be measured by comparing it with the benchmarks declared in the respective PLAN/s.

**DISCLOSURE OF RISKS.** Prior to the signing of this Agreement, the TRUSTOR shall have read and acknowledged the Risk Disclosure Statement.

**FUND/s VALUATION.** The FUND/s shall be valued daily based on the unitized Net Asset Value methodology as defined in the PLAN/s.

**MANNER OF PARTICIPATION/ADMISSION OF UNITS/CONTRIBUTION.** Every transaction of the TRUSTOR shall be represented by units of participation in the FUND/s made by a participation/admission or redemption of a whole number of units arrived at by dividing the transaction amount by the end of day Net Asset Value Per Unit (NAVPU) at the time of transaction. Each unit of the FUND/s shall be of uniform rights and privileges with the other units of the FUND. The beneficial interest of each unit of participation shall be determined by the Net Asset Value Per Unit (NAVPU) valuation methodology defined herein. The TRUSTEE of the FUND may temporarily suspend the participation to the FUND, if it is unable to determine the NAVPU of the FUND due to any fortuitous event, such as fire, natural calamity, public disorder, or national emergency affecting the financial market resulting in the suspension of trading and consequently, the absence of available market prices of securities/instruments.

For the effective and efficient management of the FUND/s, the TRUSTEE has set the minimum amount for initial and additional contributions into the FUND/s as stated in the PLAN/s. Subsequent contributions of a TRUSTOR in the Fund is subject to a Minimum Additional Participation Amount as indicated in the PLAN/s and shall result to the TRUSTOR/s additional proportionate interest in the Fund. Changes thereof shall be subject to Subsection X410.6.k of the MORB.

**EVIDENCE OF PARTICIPATION.** Admission of units of participation of the TRUSTORS to the FUND/s shall be evidenced by a Confirmation of Participation (COP) or a Transaction Advice issued by the TRUSTEE for this purpose. The COP shall state the name/s of the TRUSTOR/s, date and amount of contribution, the equivalent number of units purchased/owned, and the applicable NAVPU. In case of redemption, whether full or partial, the TRUSTOR must endorse and surrender the COP to the TRUSTEE. In case the COP is lost, the loss must be immediately reported to the TRUSTEE by submitting a notarized affidavit of loss and such other reasonable requirements which the TRUSTEE may deem appropriate. The COP may be in the form of an electronic document in accordance with R.A. 8792 or the Electronic Commerce Act of 2000 and its implementing rules and regulations.

The TRUSTEE may formulate the manner of redemption in such cases.

Notwithstanding the requirement for endorsement/ surrender, mere possession of the evidence of participation shall not be presumed or deemed as proof of non-payment of the participation. For any dispute regarding non-payment, the TRUSTOR/s should submit evidence that the Settlement Account was not credited.

**MANNER OF REDEMPTION OF UNITS.** Redemption of units of participation from the FUND/s shall be computed based on the end of day NAVPU on the day when the duly accomplished COP was received by the Trustee, subject to applicable cut-off time. Depending on the written instruction of the TRUSTOR, the proceeds of the units redeemed shall be paid by the TRUSTEE according to the terms and conditions contained in the FUND/s respective PLAN.

In order to maintain the set minimum participation requirement for any account, in no case shall a partial redemption be allowed which will result in the total outstanding contribution of the TRUSTOR falling below such required minimum balance. In such a case, the partial redemption shall be classified and processed as a full redemption and the TRUSTOR'S total participation shall be terminated.

In case of partial redemption, the NAVPU to be used in the valuation of the remaining unredeemed units shall be the original NAVPU. The remaining unredeemed units shall be computed as follows:

Remaining Unredeemed Units

= [Original Number of Units] - (

Amount Redeemed

NAVPU on Redemption Date

)

A new COP shall be issued reflecting the remaining unredeemed units as computed and the equivalent remaining amount of participation based on the said original NAVPU.

Although the FUND/s is/are envisioned to be a going concern, the TRUSTEE may terminate the FUND/s if, in its judgment, said termination will redound to the best interest of the investors therein in light of market and other conditions. Such termination shall be made in accordance with the provision of the PLAN/s and applicable BSP guidelines and regulations.

Requests for redemption shall be handled with by the Trustee in chronological order according to the day that notice is received.

**CO-TRUSTORS.** Designation of CO-TRUSTORS shall be allowed up to a maximum of three (3) qualified investors. In case of "and" accounts, every transaction in the FUND/s must be signed or authorized by all the CO-TRUSTORS. In case of "or" accounts, anyone of the CO-TRUSTORS is authorized to operate the funds and to effect any redemption therefrom, unless the TRUSTEE is otherwise instructed.

**CUT-OFF TIME PER TRANSACTION.** Admission/notice of redemption received by the Trustee on or before 12:00nn shall be considered as transaction for the day. Admission/notice of redemption received by the Trustee after the cut-off time shall be considered as transaction for the next applicable business day. However, for the effective and efficient management of the FUND/s, the TRUSTEE shall set and retain the option to change the rules as to applicable cut-off times and value dates for each type of transaction, subject to compliance with BSP regulations on UITFs particularly amendments of PLAN/s. Such changes, if any, shall be announced to the TRUSTOR by way of posted notices in the TRUSTEE's Head Office and servicing branches.





UNIT INVESTMENT TRUST FUND AGREEMENT

**INSTRUCTIONS.** All instructions which shall be made in writing, given or purported to be given by the person/s authorized to operate the account as designated in the Account Opening Form, shall be binding on the TRUSTOR. The TRUSTEE may, at its discretion, conclusively rely and act on any such instructions, and shall not in any way be liable for any loss which the TRUSTOR may incur as a result of the TRUSTEE’s reliance and action on any such instruction. TRUSTOR may send instructions via facsimile machine as advance copy and these shall only be used as a basis for processing by the TRUSTEE. Final and actual completion of instruction shall be effected by the TRUSTEE only upon receipt of original signed instruction of the TRUSTOR. The right of the TRUSTOR to give facsimile instructions is a privilege. The TRUSTOR will use this privilege judiciously and with discretion, and will take the necessary steps to protect such privilege and ensure that this privilege is not misused, abused or used to perpetuate fraud.

**COMMUNICATIONS AND REPORTS.** All communications whether by mail, telegraph, facsimile machine, messenger or otherwise, sent at the TRUSTOR’S address appearing in the record of the TRUSTEE shall constitute personal delivery to the TRUSTOR. All communications shall be directed to the last known address appearing in the TRUSTEE’S record unless a written notice of change of address is received by the TRUSTEE five (5) banking days prior to the delivery of communication to the TRUSTOR by the TRUSTEE. All communications sent to the TRUSTOR's address or fax number shall be conclusive as to their correctness in the absence of any written objection received by the TRUSTEE within three (3) banking days from delivery thereof. An Annual Report on the FUND/s shall be prepared by the TRUSTEE and shall be made available to the TRUSTOR upon request. However, a list of existing and prospective investments of the FUND/s shall be made available at the TRUSTEE’s Head Office for review by the TRUSTOR. Upon request, the TRUSTOR shall be furnished a copy of the list of investment outlets.

**DISTRIBUTION OF FUND EARNINGS.** The total net earnings of the FUND/s shall be allocated to the respective TRUSTORS in proportion to their respective unit holdings. The unrealized income of each TRUSTOR is the difference between the present posted NAVPU and the NAVPU over the acquisition cost of the TRUSTOR's units multiplied by the number of units held by the TRUSTOR. Actual distribution or realization of income occurs when redemption of units is made to the extent of the number of units owned.

**LIABILITY OF THE TRUSTEE.** Nothing in this Agreement shall be construed as a guarantee of return or income; nor does it entitle the TRUSTOR to a fixed rate of return on the money invested in his behalf in the FUND/s by the TRUSTEE. Due to the nature of the investment, yields and potential yields cannot be guaranteed.

The TRUSTEE shall not be liable for any loss or depreciation in the value of the FUND/s or in the value of the TRUSTOR's unit holdings in the FUND/s unless attributable to its act of fraud, willful default, gross negligence or evident bad faith. Neither shall the TRUSTEE be liable for refraining to do any act where such inaction in the good faith judgment of the TRUSTEE is necessary and appropriate for the proper and advantageous administration and management of the FUND/s.

**TAXES, EXPENSES AND FEES.** The income of the FUND/s shall be subject to the regulations governing taxation. For this purpose, the TRUSTEE is authorized, without prior notice to the TRUSTOR, to incur and deduct from the FUND/s applicable taxes relative to the acquisition and disposition of investments. Also, the TRUSTEE is authorized to deduct qualified expenses as defined in the PLAN/s.

In consideration of services rendered, the TRUSTEE shall accrue on every valuation date and may collect every end of the month a trust fee based on the TRUSTOR's proportionate share of the Total Asset Value of the FUND/s, net of taxes based on a schedule separately prepared by the TRUSTEE which in no case shall exceed the specific limit provided under the FUND/s' respective PLAN/s. Likewise, the applicable penalty on any redemption made within the minimum holding period shall be deducted.

**AMENDMENTS.** This Agreement shall be deemed automatically modified as when the PLAN/s is amended by the TRUSTEE in order to comply with applicable laws and/or Bangko Sentral ng Pilipinas regulations and for such other regulatory compliances as may be deemed proper by the TRUSTEE.

**TERM OF AGREEMENT.** This Agreement shall continue and remain in force until the complete redemption of units of participation in the FUND/s or full redemption of contributions (principal and net earnings) or upon redemption that will result in the balance of the total outstanding contribution falling below the required minimum balance in the FUND/s or upon termination of the Fund in accordance with the Plan Rules or with laws or regulations then existing.

**REFERENCE DOCUMENTS.** Incorporated herein by reference are the terms and conditions, rules and regulations on the PLAN/s, Client Suitability Assessment Form, Risk Disclosure Statement, and Confirmation of Participation to be issued pursuant hereto. In executing this Agreement, TRUSTOR represents that he/she/it has carefully read and fully understood the same documents and that he/she/it has agreed to be bound by all the terms and conditions thereof. In case of inconsistencies, the provisions of the PLAN/s shall prevail over those of this Agreement and the rest of the reference documents.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands on the date stated below.

The Trustor acknowledges that this contract is a Trust Agreement and NOT a deposit account or an obligation of, or guaranteed, or insured by the Land Bank of the Philippines or its affiliates or subsidiaries and, therefore, is not insured or governed by the Philippine Deposit Insurance Corporation (PDIC). Due to the nature of investment, yields and potential yields cannot be guaranteed. Any income or 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, 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 not a guarantee of similar future results. The Trustee is not liable for losses, unless upon willful default, bad faith or gross negligence.

TRUSTOR / CO-TRUSTOR

Signature Over Printed Name : \_\_\_\_\_

Address/Contact No. : \_\_\_\_\_  
\_\_\_\_\_

Signature Over Printed Name : \_\_\_\_\_

Address/Contact No. : \_\_\_\_\_  
\_\_\_\_\_

Signature Over Printed Name : \_\_\_\_\_

Address/Contact No. : \_\_\_\_\_  
\_\_\_\_\_

Date : \_\_\_\_\_

LANDBANK TRUST BANKING GROUP (TRUSTEE)

By:

Signature Over Printed Name

Signature Over Printed Name



In compliance with Republic Act (R.A.) No. 10173 otherwise known as the “**Data Privacy Act of 2012**” and its Implementing Rules and Regulations (IRR), I grant my free, voluntary and unconditional consent to the collection and processing of my personal information including but not limited to:

- Name, Age, Date/Place of Birth, Gender, Civil Status and Nationality;
- Address and Contact Details;
- Educational Background;
- Employment History;
- Financial Background;
- Specimen Signature;
- Permits, Licenses and Registrations;
- TIN and Social Security numbers;
- Status of Pending Civil/Criminal cases, if any; and
- Account or transaction information or records;

relating to me and disclosed by me or my authorized representative/s to the information data base system of the Land Bank of the Philippines - Trust Banking Group (LBP-TBG) and/or its authorized representatives as information controller.

I understand that LBP-TBG shall keep the above-mentioned Personal information in strict confidence and that the collection and processing of the information shall be used in connection with the following purposes:

- To open, maintain, terminate account/s;
- To communicate with clients;
- To evaluate, approve, provide or manage applications, financial products and services, and other transactions that the client has requested;
- To comply with Know-Your-Client (KYC) information requirements;
- To conduct credit and background checks;
- To evaluate client’s eligibility to LBP-TBG’s products and services;
- To perform risk profiling and analysis;
- To provide extensive and quality support to the client;
- To conduct internal purposes, such as administrative, operational, audit, credit and risk management;
- To comply with its reporting obligations to government authorities under applicable laws, rules and regulations; and for
- Any other transaction and/or purposes analogous or relating directly thereto.

I understand and agree that the said Personal Information may be processed and shared to credit information bureaus or to government authorities under applicable laws, rules and regulations.

I understand and agree that the Personal Information provided shall be retained and disposed of in accordance with the Records Disposal Policy and Records Dispositions Schedule of Land Bank of the Philippines as approved by the National Archives of the Philippines under R.A. No. 9470.

I acknowledge that I have been notified of my rights as a Data Subject in accordance with the Data Privacy Act of 2012, to wit:

- i. To be informed of the purpose, scope and method, recipients, and period of data processing of my personal data;
- ii. To gain reasonable access to my personal information and data;
- iii. To require LBP-TBG to update my personal information/data or to correct any inaccuracies therein;
- iv. To suspend, withdraw, or order the blocking, removal, destruction of personal information/data if LBP-TBG is not required to retain it by law or for legitimate business purposes and subject to the conditions for the legitimate exercise of the said rights under the Data Privacy Act of 2012 and its IRR.

I understand that with respect to my submission, collection and processing of Personal Data of Related Person/s, I have the responsibility to:

- i. Obtain the consent of the said Related Person for the Collection and Submission of their Personal Information in accordance with the Data Privacy Act of 2012;
- ii. Inform the Related Person of the purpose for which his/her Personal Information was collected and processed by LBP-TBG; and
- iii. Inform LBP-TBG that the said consent has been obtained.

Further, I understand that I may access, update or correct certain personal information, or withdraw consent to the use of any information as set out in this form by communicating with the:

<b>LANDBANK Trust Banking Group</b> 21/F LANDBANK Plaza 1598 M.H. Del Pilar, cor. Dr. J Quintos Sts. Malate, Manila 1004 (+632) 8405.7350 / 8405.7351 lbp_trust@mail.landbank.com	and/or	<b>LBP-Data Protection Officer</b> LANDBANK Plaza 1598 M.H. Del Pilar, cor. Dr. J Quintos Sts. Malate, Manila 1004 (+632) 8405.7624 LBP-DPO@mail.landbank.com
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I have completely read and fully understood and the same was clearly explained to me by the LANDBANK Personnel before I affixed my signature herein.

Signature Over Printed Name : \_\_\_\_\_

Date : \_\_\_\_\_



Name		Date	
Account Number		Account Type	<input type="checkbox"/> Saving Account <input type="checkbox"/> Current Account
Maintaining Branch			<input type="checkbox"/> New <input type="checkbox"/> Amendment <sup>1</sup>

This is to authorize **LANDBANK TRUST BANKING GROUP**, thru LANDBANK weAccess facility, a continuing authority to debit my/our Savings/Current Account listed above and credit the following account/s, representing our agreement to enroll in the weAccess, based on submitted enrolment documents, to facilitate my/our additional contribution/s to my/our existing Unit Investment Trust Fund (UITF) investment/s with LANDBANK Trust Banking Group (LBP-TBG), in conformity with the following details:

Fund Name	Account Name	Account Number	Amount	Frequency of Contribution <sup>2</sup>	TA / Reference No.
<input type="checkbox"/> Money Market Fund	44245 FM 01	3401-0977-82		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	
<input type="checkbox"/> Money Market Plus Fund	97659 FM 01	3401-1670-98		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	
<input type="checkbox"/> Bond Fund	10138 FM 01	3401-0488-46		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	
<input type="checkbox"/> Growth Fund	10073 FM 01	3401-0488-54		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	
<input type="checkbox"/> Equity Index Fund	97675 FM 01	3401-1671-01		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	

I/We understand that the execution of this instruction shall commence upon approval of my/our subscription and enrolment of the same in LANDBANK’s weAccess system, and that no further act, deed, information, or update is required from LANDBANK to execute this instruction based on the frequency specified above.

This instruction shall continue to be valid and effective until revoked in writing by the undersigned and such revocation has been communicated and duly received by LBP-TBG.

I/We certify that the above facts are true and correct and hereby agree to be governed by the terms and conditions of the Authority to Debit Account (ADA) printed on this form, a copy of which is hereby acknowledged to have been received by me/us.

Signature of Client

Date

FOR BANK USE ONLY

Depository Branch of Account of the Client

Verified By:	Approved By:

FOR TBG USE ONLY

Trust Account No. Checked By:

<sup>1</sup> This amends my/our previously executed weAccess Auto Debit Agreement.

<sup>2</sup> Monthly contributions shall be debited from the reference account every first banking day of the month. Quarterly Contributions shall be debited from the reference account every first banking day of the quarter (January, April, July and October).



**TERMS AND CONDITIONS**

- I/We hereby expressly waive my/our rights under the Secrecy of Bank Deposits Law (R.A. 1405) solely in connection with any information which may be disclosed by LANDBANK to LBP-TBG from time to time and as may be necessary for the operation of this ADA. For this purpose, I/we hereby authorize LANDBANK to disclose to LBP-TBG any information pertaining to my/our Account, as may be necessary for the implementation of this Authorization.
- I/We expressly authorize LANDBANK's unit-in-charge of implementing this arrangement to automatically deduct from the Account, without need of any further act or deed, the amount specified in this ADA Form in the frequency likewise specified therein and credit the same to LBP-TBG's account indicated in this ADA.
- Only the cleared and withdrawable balance of the account shall be debited.
- In the event that there is no withdrawable amount on debit date or my account was not debited due to other reasons (i.e. closed account, bank system offline or other fortuitous events), or the cleared and withdrawable balance of my/our Account is insufficient to meet the minimum amount required for additional contributions for the chosen UITF, I/We understand that the scheduled contribution will not be processed nor will it terminate this ADA. I understand that In such cases, LBP-TBG is not obligated to send proof/report of the unsuccessful debit. Subsequent contributions will proceed as scheduled. No penalty will be imposed against an unfunded account.
- If the contribution date falls on a holiday, non-working day, or a weekend, the order will be effected on the next banking day.
- Any discrepancy in the amount debited from my/our Account or amount required to be credited to LBP-TBG to the amount stated in this ADA shall be resolved between LANDBANK and LBP-TBG .
- Payment procedures/stipulations imposed by LBP-TBG not inconsistent herewith or with any of the terms and conditions hereof or any related instrument executed by LANDBANK and myself/ourselves are deemed incorporated herein by way of reference.
- For joint accounts, it is hereby understood and agreed that all transactions to be made by any of us through this ADA are done with the consent of my/our co-depositors. Further, I/we hereby declare under penalty of perjury that all my/our co-depositors is/are living at the time of such transactions.
- This arrangement shall be governed by all applicable rules and regulations of the Bangko Sentral ng Pilipinas.
- All terms and conditions of my/our existing Savings/Current Account agreement with LANDBANK insofar as not inconsistent herewith shall remain in full force and effect.
- I/We agree to be bound by the laws, rules, regulations and official issuances applicable to our source account now existing or which hereinafter issued.
- I/We hereby agree to hold LANDBANK, its Trust Banking Group, its directors, officers, employees and assigns, free and harmless from any and all claims, actions, and/ or liabilities of whatever kind and nature arising out of or in connection with the implementation of this Authorization, and/or for LANDBANK or LBP-TBG's failure to implement this authority due to force majeure or error/s and/ or omissions inadvertently committed.
- In the absence of any fraud, bad faith, or gross negligence, I/We shall hold LANDBANK, LBP-TBG, or any of its officers and employees free and harmless from any claim or liability and shall indemnify the latter for any liability it or they may be held liable or for whatever damage or prejudice it or they may suffer arising out of or in connection with the implementation of this ADA of any Agreement related thereto.
- This Authorization shall take effect after LANDBANK receives this ADA from LBP-TBG and shall continue to be effective unless otherwise notified by me/us in writing to LANDBANK or LBP-TBG at least seven (7) banking days prior to the intended date of termination. LANDBANK, however, may immediately terminate this arrangement without prior notice to me/us, in case I/we mishandle my/our Account in the reasonable determination of LANDBANK.
- The arrangement between LANDBANK and LBP-TBG regarding the auto debit of accounts may be cancelled at any time by either party without need of prior written notice of termination to me/us.
- Request for deletion for an enrolled third-party account in the auto debiting module either by the institutional depositor or the third – party should be through a written notice to their respective LBP depository Branch, provided that the request for deletion is done in good faith and is presumed to have conformity from both parties.
- Effectivity of deletion shall be within five (5) banking days from the Branch's receipt of the request for deletion.
- Any transaction initiated on an enrolled account prior to its deletion is considered eligible transaction for approval.
- I/We shall promptly report any discrepancies, omissions, inaccuracies or incorrect entries in LANDBANK's statement and any unauthorized transactions made.
- LANDBANK reserves the right to deactivate our source account from weAccess without prior notice due to mishandling of accounts as defined by the Bank's standard operating procedures or, if in the Bank's judgement, the maintenance of our account as a source account in weAccess may adversely affect the credibility/security of the system or non-compliance to the terms and conditions hereof.
- I/We understand that the participation in the Fund is a trust arrangement and NOT a deposit account. It is not an obligation of, nor guaranteed, nor insured by LANDBANK or LBP-TBG, its affiliates or subsidiaries, and is not insured or governed by the Philippine Deposit Insurance Corporation (PDIC). The Fund does not carry a guaranteed rate of return and any income or loss arising from market fluctuations and price volatility of the securities held by the Fund, even if invested in government securities, is for my/our account. As such, units of participation, when redeemed, may be worth more or worth less than my/our initial investment. Historical performance, when presented, is purely for reference purposes and not a guarantee of similar future results. LANDBANK and LBP-TBG shall not be liable for losses, unless there is wilful default, bad faith or gross negligence on its part.
- LANDBANK may amend/supplement this undertaking from time to time. Notice of the amendment/supplement sent through e-mail at the address shown on our account records shall suffice.