

# DECLARATION OF TRUST

Effective August 1, 2024

## CHINABANK FIXED INCOME FUND A Fixed Income Unit Investment Trust Fund

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Trust (the “DOT” or “Plan Rules” or the “Plan”) is made and executed by **CHINA BANKING CORPORATION (“Chinabank”)**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 8745 Paseo de Roxas corner Villar Street, Makati City, Philippines, with authority to perform trust and other fiduciary functions, acting herein through its **TRUST AND ASSET MANAGEMENT GROUP** (herein referred to as the “Trustee”);

### W I T N E S S E T H:

#### Article I

#### CREATION OF THE TRUST

That for the purpose of providing investment opportunities to its trust clients for higher investment yields and a diversified portfolio of investments pursuant to the investment objectives and policies herein stipulated, the Trustee hereby establishes and declares itself as trustee of a unit investment trust fund for the collective investment of funds held by it in the capacity of trustee under the terms and conditions herein below set forth.

#### Article II

#### DEFINITIONS

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

<b>Banking Day</b>	shall mean a day other than Saturday, Sunday or any day on which banks located in Makati City are generally closed for business.
<b>BSP</b>	shall mean Bangko Sentral ng Pilipinas.
<b>Certified UITF Sales Personnel (CUSP)</b>	shall mean UITF marketing personnel who were certified through a UITF Certification Program (UCP) administered by a reputable financial services industry association/organization acceptable to the BSP such as the TOAP.
<b>Client Suitability Assessment (CSA)</b>	shall mean the process by which the Trustee shall perform a client profiling for all UITF participants under the general principles on client suitability assessment to guide the client in choosing investment outlets that are best suited to his objectives, risk tolerance, preferences and experience.
<b>Confirmation of Participation</b>	shall mean the instrument evidencing the extent of a participant's proportionate interest in the Fund.
<b>Fixed Income Fund</b>	shall refer to a UITF classification that invests in fixed income instruments and has a weighted average portfolio life of more than one (1) year.

<b>Net Asset Value (NAV)</b>	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.
<b>Net Asset Value per Unit (NAVPU)</b>	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.
<b>Omnibus Participating Trust Agreement (OPTA)</b>	shall mean the agreement or contract executed between Chinabank (as Trustee) and the participant (trustor) that allows the latter to invest in any of the Chinabank UITF offerings.
<b>Participant</b>	shall mean a person or entity qualified to invest in the Fund; may also be referred to as the investor/trustor.
<b>Unit Investment Trust Fund (UITF)</b>	shall mean an open-ended pooled trust fund which is operated and administered by a trust entity and made available by participation.
<b>Valuation Day</b>	shall mean the day when the Net Asset Value (“NAV”) of the Fund and the value of each unit of participation (herein referred to as the “NAVPU”) shall be calculated by the Trustee.

### Article III NATURE AND INVESTMENT OBJECTIVES

**Sec. 1 Title of the Fund** – The pooled fund shall be known as **CHINABANK FIXED INCOME FUND** (herein referred to as the “Fund”).

**Sec. 2 Nature of the Fund** – The Fund is a unit investment trust fund (UITF) established in accordance with and shall be operated subject to the stipulations of this Plan, which may be amended in accordance with the regulations issued by the BSP and existing laws.

The Fund shall be treated as an entity separate and distinct from its constituent assets and from the contributions of the participants thereto and from other trust accounts administered by the Trustee.

**Description of the Fund** – The Fund is classified as a fixed income fund that invests in fixed income instruments and has a weighted average portfolio life of more than one (1) year.

**Title to Assets of the Fund** – All assets of the Fund shall, at all times, be considered as assets held by the Trustee and title thereto shall be vested solely in the Trustee.

**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.

**Sec. 3 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 below.

**Investment Objective** – The Fund intends to achieve for its participants a steady stream of income by investing primarily in a diversified portfolio of high-grade marketable fixed-income securities such as government securities, high-grade tradable corporate bonds and notes of varying tenors as well as bank deposits and money market placements.

**Return Objective** – The Fund aims to outperform its benchmark which is the Bloomberg Philippine Sovereign Bond Index 5+ Year (BPHIL5 Index). The BPHIL5 Index is a systematically

designed, rules-based, market value-weighted index that measures the performance of long-term, fixed-rate local currency securities that are publicly issued by the Philippines. It includes a diversified range of fixed income securities with different coupon rates, maturities of five (5) years or more, minimum par amounts of Php3.0 billion, and are traded in the Philippine market. The BPHIL5 Index is a total return benchmark which accounts for income generated by its underlying securities.

The BPHIL5 Index is maintained by Bloomberg, calculated using market prices of the underlying securities, and rebalanced monthly. Additional information on the benchmark and/or its administrator can be found on Bloomberg, and be made available to investors upon request.

The Index is adjusted for tax by the Trustee, but does not reflect deductions for fees and expenses.

The benchmark provides a standard for evaluating the Fund's performance by helping investors/participants understand how the Fund is performing relative to the market or asset class the Fund represents. The benchmark reflects the performance of peso-denominated fixed income securities with maturities of five (5) years or more. Additionally, its characteristics serve as reference point for the Fund's duration and credit positioning.

**Investment Policies** – Pursuant to the foregoing objectives, the Fund's intended weighted average portfolio life shall be more than one (1) year and may be invested and reinvested in:

- (a) Securities issued by or guaranteed by the Philippine government or the BSP;
- (b) Tradable fixed income securities issued by private and public corporations which are listed and traded in an organized exchange/market such as bonds, notes, and preferred shares which are classified as debt securities under appropriate accounting standards;
- (c) Deposits and tradable money market instruments issued by local banks, including those of the Trustee's own bank, and foreign banks or their Philippine branches or any financial institution in any foreign country;
- (d) Financial derivatives instruments solely for the purpose of hedging risk exposures of the existing investments of the Fund, provided that these are accounted for in accordance with existing BSP hedging guidelines as well as the Trustee's risk management and hedging policies duly approved by the Trust Investment Committee and disclosed to participants; and
- (e) Such other tradable investment outlets/categories as the BSP may allow.

In dealing with related counterparties, the Trustee shall be transparent at all times and maintain an audit trail of all transactions with related parties or entities. The Trustee shall observe the principal of best execution and no purchase/sale shall be made with related counterparties without at least two (2) competitive quotes from other sources. The financial institution in a foreign country must have at least an investment grade credit rating from a reputable international credit rating agency.

The combined exposure of the Fund to any entity and its related parties shall not exceed fifteen percent (15%) of the market value of the Fund. This limitation shall not apply to non-risk assets as defined by the BSP under Section 344 of the Manual of Regulations for Banks (MORB). In case the limit is breached due to the marking-to-market of certain investments or any extraordinary circumstances, e.g. abnormal redemptions which are beyond the control of the Trustee, the Trustee shall be given thirty (30) days from the time the limit is breached to correct the same.

For the purpose of buying or selling of BSP Securities in the secondary market, the share of the net assets of non-residents in the net assets of the Fund shall not exceed ten percent (10%). For this purpose, the Trustee shall submit periodic reports to the BSP.

**Target Asset Allocation** – The Fund shall be invested up to 100% in bank deposits and fixed income securities.

**Modified Duration** – The Fund shall have a weighted average portfolio modified duration of not more than ten (10) years.

#### Article IV

### PARTICIPATION: ADMISSION & REDEMPTION

**Sec. 1 Qualified Participants (Requirements and Restrictions)** – Prior to admission, a prospective participant shall undergo a Client Suitability Assessment (CSA), to be conducted by the Trustee's Certified UITF Sales Personnel (CUSP), for the purpose of profiling the risk-return orientation and suitability of the client to invest in the Fund. Participation in the Fund shall be open to any person, partnership, association or corporate entity who/which has the legal capacity to contract, including funds owned by the Trustee's clients which are held under trust or investment management arrangement.

The Trustee has the sole discretion to accept the participation, investment or contribution of any person or entity in the Fund. The Trustee expressly reserves its right to accept, reject or refuse any participation, investment, or contribution in the Fund by any person or entity for any reason that it may deem appropriate for the proper and advantageous administration and management of the Fund.

**Sec. 2 Qualified Participants (Risk Profile)** – The Fund is suitable to investors with moderate risk profile, who are looking for higher yields and are willing to take the attendant risks that come with portfolios that may have investments with longer tenors, and have an investment horizon of at least five (5) years.

**Sec. 3 Participation Units** – Participation in the Fund shall always be through participation in units of the Fund and each unit shall have uniform rights and privileges as any other unit. The beneficial interest of each participation unit shall be determined under the net asset value per unit (NAVPU) valuation methodology defined herein.

Subscription to or redemption of participation units in the Fund may be made only on the basis of the prevailing NAVPU at the end of each Valuation Day. Subscription and redemption shall also be subject to the requirements and conditions established by the Trustee.

**Sec. 4 Subscription Requirements and Conditions** – Subscription to the Fund shall be subject to the following:

**(a) Minimum Amounts Required**

Minimum Initial Subscription	Php5,000.00
Minimum Maintaining Amount	Php5,000.00
Minimum Additional Subscription	Php1,000.00

**(b) Subscription Cut-Off Time** – Subscriptions to the Fund received by the Trustee through its Head Office, branches or the Chinabank Mobile App on or before 12 noon, or through the Chinabank Online on or before 11:00am of each banking day shall be considered as transactions for the day.<sup>1</sup> However, subscriptions received after the cut-off times shall be considered as transactions for the next banking day.

<sup>1</sup>The Chinabank Mobile App and Chinabank Online are available for additional subscriptions to and to existing participants of the Fund only.

- (c) **Subscription through Digital Platforms** – Subscriptions done through the Chinabank Mobile App or Chinabank Online shall be processed by the system, including the debiting of the subscription amount from the participant's designated Chinabank account, after the participant has authorized the transaction in the said platforms. The participant shall receive an email notification acknowledging the receipt of the subscription.
- (d) **Evidence of Subscription** – An investor shall become a participant of the Fund upon the execution of the Omnibus Participating Trust Agreement (OPTA), a copy of which shall be given to the participant, and the delivery to the Trustee of the amount to be invested in the Fund. The proportionate interest of the participant in the Fund shall be acknowledged through a system-generated advice/Confirmation of Participation (COP) in the form issued by the Trustee (i.e. Subscription Advice). Any subsequent additions to the Fund, including subsequent initial participations in other Funds managed and administered by the trustee, shall no longer require the execution of a new OPTA. The participant shall be issued a new system-generated advice/COP for the additional and/or initial participation amounts delivered. The OPTA and/or the system-generated advice/COP shall be made available to the participant, either in printed or electronic form, the next banking day after the Trustee's receipt of the amount to be invested in the Funds.
- (e) **Systematic Investment Plan** – The Fund shall also be available through the Trustee's Systematic Investment Plan (SIP). The SIP provides existing participants of the Fund the opportunity to make additional subscriptions regularly by purchasing units on a scheduled basis. The features, terms and conditions of the SIP are found in the SIP Enrollment/Amendment Form which is available in the Head Office, branches and website of the Trustee.

**Sec. 5 Redemption Requirements and Conditions** – Redemption from the Fund shall be subject to the following:

- (a) **Minimum Redemption Amount** – There shall be no minimum redemption amount required. Partial redemptions shall be allowed provided that the amount redeemed will not result to a balance below the minimum maintaining amount; otherwise, the participant shall be required to redeem his entire holdings.
- (b) **Redemption Cut-Off Time** – Notices of redemption from the Fund received by the Trustee through its Head Office, branches or the Chinabank Mobile App on or before 12 noon, or through the Chinabank Online on or before 11:00am of each banking day shall be considered as transactions for the day.<sup>1</sup> However, notices of redemption received after the cut-off times shall be considered as transactions for the next banking day.

<sup>1</sup>The Chinabank Mobile App and Chinabank Online are available for redemption notifications by existing participants of the Fund only.

- (c) **Redemption through Digital Platforms** – Redemption notifications done through the Chinabank Mobile App or Chinabank Online shall be processed by the system after the participant has authorized the transaction in the said platforms. The redemption proceeds shall be credited to the participant's designated Chinabank account on the redemption settlement date. The participant shall receive an email notification acknowledging the receipt of the notice of redemption.
- (d) **Redemption Settlement Date** – The redemption proceeds shall be credited to the participant's designated Chinabank account on the next banking day following the date of the

notice of redemption (T+1), provided it was received by Trustee within the redemption cut-off time.

- (e) **Confirmation of Redemption** – A system-generated advice/Confirmation of Redemption in the form issued by the Trustee (i.e. Redemption Advice) shall be made available to the participant, either in printed or electronic form, as evidence of the redemption transaction.
- (f) **Early Redemption Fee** – Redemptions made prior to the minimum holding period shall be subject to an early redemption fee equivalent to one percent (1.00%) of the proceeds (i.e. prevailing NAVPu multiplied by the number units redeemed), which fee shall accrue to the benefit of the Fund.

**Sec. 6 Suspension of Admission and Redemption** – The Trustee may temporarily suspend the admission to and redemption from the Fund if it is unable to determine the NAVPu of the Fund due to 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 investment instruments. Any subscription or notice of redemption received during the said suspension shall be transacted on the next banking day when the market prices of investment instruments become available. The Trustee may also temporarily adjust the cut-off time for subscriptions and notice of redemptions if there are factors affecting the trading hours of investment instruments in the market.

The Trustee shall notify the BSP within two (2) banking days from the occurrence, stating the details and the period within which the suspension took effect.

**Sec. 7 Minimum Holding Period** – The minimum holding period for participations in the Fund shall be thirty (30) calendar days.

**Sec. 8 Currency** – Subscriptions to and redemptions from the Fund shall be in Philippine Pesos.

## Article V MANNER OF OPERATION

**Sec. 1 Pooled Fund Accounting** – The total assets and accountabilities of the Fund shall be accounted for as a single account referred to as pooled-fund accounting method.

**Sec. 2 Distribution** – The Fund shall be distributed exclusively in distribution channels duly authorized by the Trustee and in accordance with applicable BSP rules and regulations.

**Sec. 3 Custody of Securities** – Investments in securities of the Fund shall be held for safekeeping by Deutsche Bank AG, Manila Branch, Philippine Depository & Trust Corp. or such other BSP-accredited third party custodian which the Trustee may hereinafter appoint, which shall perform independent marking-to-market of such securities.

## Article VI VALUATION OF THE FUND AND PARTICIPATION UNITS

**Sec. 1 Valuation Day** – Valuation Day shall mean the day when the Net Asset Value (“NAV”) of the Fund and the value of each unit of participation (herein referred to as the “NAVPu”) shall be calculated by the Trustee.

**Sec. 2 Valuation of the Fund** – The valuation of the Fund shall be subject to the following rules:

- (a) The Trustee shall determine the NAV of the Fund on each Valuation Day.

- (b) 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 herein. 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.

**Sec. 3 Valuation of Participation Units** – The valuation of participation units shall be subject to the following rules:

- (a) The NAVPu shall be determined by dividing the NAV of the Fund by the total number of units outstanding as of Valuation Date.
- (b) The NAVPu at the start of the Fund's operation shall be Php1.00. Subsequently, the NAVPu shall be adjusted accordingly to the valuation of the Fund as provided under this Article.
- (c) The NAVPu shall be computed at the end of each Valuation Day after all transactions relating to the Fund have been processed and all relevant information necessary for calculating the same have been collected. The NAVPu shall be made available to investors the next banking day.
- (d) The Trustee shall cause the publication of the NAVPu at least weekly in one (1) or more newspaper of national circulation or through the Trust Officers Association of the Philippines (TOAP)-administered website, [www.uitf.com.ph](http://www.uitf.com.ph). The said publication, at the minimum, shall clearly state the name of the Fund, its general classification, the Fund's NAVPu and moving return on investment (ROI) on a year-to-date and year-on-year basis.
- (e) The Trustee shall also make available the historical NAVPu of the Fund in the Trustee's website.

**Sec. 4 Fees and Expenses of the Fund**

- (a) **Trustee's Fees** – As its compensation for the administration and management of the Fund, the Trustee shall collect from the Fund trust fees equivalent to three-fourths of one percent (0.75%) per annum based on the NAV of the Fund, which shall be accrued daily and collected monthly in arrears. Said fee shall cover the Fund's fair and equitable share of the routine administrative expenses of the trustee such as salaries and wages, stationery and supplies, credit investigation, collateral appraisal, security, messengerial and janitorial services, EDP expenses, BSP supervision fees and internal audit fees. Sale, distribution, marketing and/or other promotional related expenses shall be for the account of the Trustee and shall be presumed to be covered by the trust fee.

The trust fees shall be uniformly applied to all participants in the Fund. Said fee may be increased or decreased in the future as may be warranted by circumstances then existing, subject to the requirements of Section 414 of the MORB. In the event the trust fees are changed, such change shall be charged prospectively.

- (b) **Special Expenses** – The Trustee may charge the Fund for special expenses if the same is 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 case when outsourcing services will have to be obtained, the Trustee shall secure prior BSP approval for such as provided under existing regulations.

Article VII  
**TRUSTEE'S POWERS & LIABILITIES**

**Sec. 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.

However, 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 monthly reports to the participants of the Fund.

**Sec. 2 Powers of Trustee** – The Trustee shall have the following powers:

- a. To hold legal title over the assets comprising the Fund for the benefit of the participants;
- b. To have exclusive management and control of the Fund, full discretion in respect of 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;
- c. To hold, place, invest and reinvest the Fund with full discretionary powers, and without distinction, as to principal and income in investments stipulated herein and in such investments it may deem sound and appropriate, subject to the limitations, investment objectives and policies of the Fund;
- d. To deposit in any bank or financial institution, including its own bank, any portion of the Fund subject to the requirements of Section 414 of the MORB;
- e. To register or cause to be registered any securities of the Fund in nominee or bearer form;
- f. To appoint and retain the services of qualified and reputable local or foreign investment advisor and/or fund manager/s; provided, however, that the Trustee shall retain ownership and control of the Fund, and provided further, that the investment advisor/s and/or fund manager/s shall work within the investment parameters or guidelines set by the Trustee and shall be directly responsible to the Trustee for any investment actions and decisions undertaken for the Fund;
- g. To hire and compensate legal counsel/s, certified public accountant/s and other specialist/s in connection with the administration and management of the Fund and the protection or advancement of its legal and other interests;
- h. To make, execute, acknowledge and deliver any or all securities, agreements, contracts, deeds, documents and instruments necessary in the management and reinvestment of the Fund, or in connection with the exercise of the powers herein conferred or the performance of acts herein authorized;
- i. To collect, receive and receipt for income, dividends, interest, profits, increments and such other sums accruing or due to the Fund;
- j. To pay out of the Fund all costs, expenses, and proper charges incurred in connection with the administration, preservation, maintenance and protection of the Fund;
- k. To contract the services of BSP-accredited third party custodian which shall safekeep the securities held by the Fund and perform independent marking-to-market of such securities, to replace such BSP-accredited third party custodian at any time at its discretion, and to charge the fees of such custodian directly to the Fund;



- l. 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 and all costs and attorney's fees in connection therewith shall be charged against the Fund; and
- m. To perform such acts which are necessary or desirable for the proper administration and management of the Fund.

**Sec. 3 Liability of Trustee** – Save that 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 Trustor's participation in the Fund. Any losses and income arising from market fluctuations and price volatility of the investments of the Fund, even if invested in government securities, shall be for the account of the participant. As such, the units of participation of the participant in the Fund, when redeemed, may be worth more or worth less than the participant's initial participation amount. The Trustee shall not be liable for act or omission where such action or inaction, in the good faith judgment of the Trustee, was then necessary, reasonable or appropriate for the proper and advantageous administration and management of the Fund.

The Fund is not an obligation of, nor guaranteed, nor insured by the Trustee or its affiliates or subsidiaries. Due to the nature of the investments of the Fund, the Trustee does not and shall not guarantee the returns or yields to the participants. Furthermore, historical performance, when presented, is purely for reference purposes and is not a guarantee of similar future performance.

**Sec. 4 Non-Coverage by PDIC** – Participation in this Fund is a trust arrangement and is not a deposit account. As such, the participation in the Fund is not covered by the Philippine Deposit Insurance Corporation (PDIC). Any income or loss of the Fund (whether realized or unrealized) will impact the NAVPu and shall be for the account and risk of the participant.

## Article VIII RIGHTS OF PARTICIPANTS

**Sec. 1 Right to Inspect Declaration** – A copy of this Declaration of Trust shall be available at the principal office and on the website of the Trustee for inspection by existing and prospective investors or their authorized representative. A copy of the Declaration of Trust may also be furnished to the said parties upon request.

**Sec. 2 Disclosure of Investments** – A list of outstanding and prospective investments of the Fund shall be prepared at least monthly and made publicly available not later than forty-five (45) calendar days from the reference period. Such document shall be substantially in the form of the Key Information and Investment Disclosure Statement (KIIDS) as provided under Appendix 56 of the MORB (Guide in Preparing the KIIDS for UITF). Participants in the Fund may also be furnished with the said document upon request.

**Sec. 3 Disclosure of Risks** – Participants shall be informed of the risks attendant to this type of Fund through a Risk Disclosure Statement.

Due to the nature of the investment in the Fund, all potential participants shall be advised to read and evaluate the complete details of the Fund in the Plan Rules, including all the risks involved, and to seek independent/professional opinion when necessary, before making an investment.

**Sec. 4 Rights Upon Termination of Plan** – In case of termination of the Plan, the participants shall have (a) the right to be notified of such termination in accordance with Section 2 of Article X hereof 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 remaining participants as against each other shall be *pari passu* and pro-rata.

**Sec. 5 Cooling-off Period** – Unless otherwise provided by applicable law or regulation, a participant who is an individual or an entity classified as a micro or small enterprise shall be entitled to a period of two (2) banking days from the date of signing of the OPTA within which to terminate the same and consequently redeem his/her/its UITF investments, subject, however, to the payment of the early redemption fee. The early redemption fee shall be charged by the Trustee and withheld from any refund due to the participant. The participant understands that such redemption may result in a gain or loss depending on the prevailing NAVPu, which shall be for the exclusive account of the participant.

## Article IX ANNUAL AUDIT AND REPORT

**Sec. 1** Aside from the regular audit requirement applicable to all trust accounts of the Trustee, an external audit of the financial statements of the Fund shall be conducted annually by the external auditor engaged for the financial audit of the Trustee. The audited financial statements (AFS) for the Fund shall be Philippine Financial Reporting Standards (PFRS)/Philippine Accounting Standards (PAS)-compliant in all respects. The AFS for the Fund shall be made available at the Trustee's place of business, posted on the Trustee's website, and upon request of the participants, transmitted to them in printed or electronic format, and submitted to the BSP within one hundred eighty (180) calendar days following the close of the calendar or fiscal year adopted by the Trustee.

## Article X AMENDMENTS & TERMINATION

**Sec. 1 Amendments** – This Plan may be amended by a resolution of the Board of Directors of the Trustee: Provided, however, that participants in the Fund shall be notified in writing (either in electronic or printed form), through the posting of notices in the premises of the Head Office and branches of the Trustee or through the publication of announcement in the Trustee's website of such amendments. The participants who are not in conformity with the amendments shall be given at least thirty (30) calendar days prior to the implementation to withdraw their participations. Amendments to the Plan requiring written notification to the BSP, as enumerated in Section 414 of the MORB or in such other circulars/supplements thereto, shall be submitted within ten (10) banking days from approval of the amendments by the Board of Directors of the Trustee. All other amendments to the Plan that do not involve the aspects requiring a written notification to the BSP shall only require approval of the Board of Directors of the Trustee.

**Sec. 2 Termination** – This Plan 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. A copy of the resolution, which shall specify the effective date of such termination, shall be submitted to the BSP. At the discretion of the Board of Directors of the Trustee, it may engage the services of a reputable accounting firm to look into the books and record of the Fund maintained by the Trustee and to certify to the financial condition of the Fund.

Upon approval of the termination of the Plan, the participants in the Fund shall be notified in writing (either in electronic or printed form), through the posting of notices in the premises of the Head Office and branches of the Trustee or through the publication of announcement in the Trustee's website at least thirty (30) banking days prior to the actual termination of the Fund. Upon termination, the Trustee shall prepare a financial statement of the Fund which shall be the basis for distribution to the participants.

Within a reasonable time after the 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

#### **OTHER TERMS AND CONDITIONS**

This Amended Declaration of Trust is in compliance with and subject to the provisions under Section 414 of the MORB and such other amendments/supplements thereto, if any. The provisions of this Plan shall prevail over those of the OPTA or the COP, in the event that there is an inconsistency between their provisions.

**IN WITNESS WHEREOF**, China Banking Corporation has caused this Declaration of Trust to be signed and its corporate seal affixed thereto on May 8, 2024, at Makati City.

#### **CHINA BANKING CORPORATION – TRUST AND ASSET MANAGEMENT GROUP**

Trustee

By:

(SGD)

**MARY ANN T. LIM**

Trust Officer

## KEY FEATURES

<b>Title of the Fund</b>	: <b>CHINABANK FIXED INCOME FUND</b>
<b>Fund Classification</b>	: Fixed Income Fund
<b>Fund Structure</b>	: Regular UITF
<b>Risk Profile of Target Investors</b>	: Moderate
<b>Recommended Investment Horizon</b>	: At least five (5) years
<b>Investment Objective</b>	: The Fund intends to achieve for its participants a steady stream of income by investing primarily in a diversified portfolio of high-grade marketable fixed-income securities such as government securities, high-grade tradable corporate bonds and notes of varying tenors as well as bank deposits and money market placements.
<b>Investment Policy/Strategy</b>	: The Fund may be invested and reinvested in: <ul style="list-style-type: none"> <li>(a) Securities issued by or guaranteed by the Philippine government or the BSP;</li> <li>(b) Tradable fixed income securities issued by private and public corporations which are listed and traded in an organized exchange/market such as bonds, notes, and preferred shares which are classified as debt securities under appropriate accounting standards;</li> <li>(c) Deposits and tradable money market instruments issued by local banks, including those of the Trustee's own bank, and foreign banks or their Philippine branches or any financial institution in any foreign country;</li> <li>(d) Financial derivatives instruments solely for the purpose of hedging risk exposures of the existing investments of the Fund, provided that these are accounted for in accordance with existing BSP hedging guidelines as well as the Trustee's risk management and hedging policies duly approved by the Trust Investment Committee and disclosed to participants; and</li> <li>(e) Such other tradable investment outlets/categories as the BSP may allow.</li> </ul>
<b>Benchmark</b>	: Bloomberg Philippine Sovereign Bond Index 5+ Year (BPBIL5 Index)
<b>Target Asset Allocation</b>	: Up to 100% in bank deposits and fixed income securities
<b>Weighted Average Portfolio Life</b>	: More than one (1) year
<b>Weighted Average Portfolio Modified Duration</b>	: Not more than ten (10) years
<b>Minimum Initial Subscription</b>	: PHP 5,000.00
<b>Minimum Maintaining Amount</b>	: PHP 5,000.00
<b>Minimum Additional Subscription</b>	: PHP 1,000.00
<b>Subscription Cut-Off Time</b>	: For subscriptions through the Head Office, Branches or Chinabank Mobile App: 12 noon of any banking day  For subscriptions through the Chinabank Online: 11:00 AM of any banking day
<b>Currency</b>	: Philippine Pesos
<b>Minimum Holding Period</b>	: Thirty (30) calendar days
<b>Minimum Redemption Amount</b>	: None. Partial redemptions shall be allowed provided that the amount redeemed will not result to a balance below the minimum maintaining amount.
<b>Redemption Cut-Off Time</b>	: For redemptions through the Head Office, Branches or Chinabank Mobile App: 12 noon of any banking day  For redemptions through the Chinabank Online: 11:00 AM of any banking day
<b>Redemption Settlement Date</b>	: Next banking day following the date of the notice of redemption (T+1)
<b>Early Redemption Fee</b>	: 1.00% of the proceeds
<b>Trust Fee</b>	: 0.75% p.a.
<b>Custodian</b>	: Deutsche Bank AG, Manila Branch Philippine Depository & Trust Corp.
<b>External Auditor</b>	: SGV & Co.
<b>Initial NAVPu</b>	: PHP 1.00
<b>Inception Date</b>	: March 24, 2006