## EW Peso Intermediate Bond Fund

Provision	Current Provisions	Amendments
Title	A Unit Investment Trust Fund	A <u>Fixed Income</u> Unit Investment Trust Fund
ART. II NATURE AND INVESTMENT OBJECTIVES Declaration of Trust	Sec. 2. Nature of the Fund –The Fund is a unit investment trust fund established in accordance with and shall be operated subject to the stipulations of this declaration and as the same may be amended from time to time in accordance with the regulations issued by the Bangko Sentral ng Pilipinas (the "BSP") and to existing laws.  []	Sec. 2. Nature of the Fund -The Fund is a unit investment trust fund established in accordance with Section 403 and Section 414 of the Manual of Regulation of Banks (MORB) and shall be operated subject to the stipulations of this Declaration of Trust / Plan Rules (hereinafter referred to as the "Plan") and as the same may be amended from time to time in accordance with the regulations issued by the Bangko Sentral ng Pilipinas (the "BSP") and to existing laws.
	<b>Description of the Fund</b> - The features of the bond fund and its accompanying risks shall be described in <b>Appendix I</b> hereto.	[]  Fund Classification: The Fund shall be classified as a Fixed Income Fund.
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		<b>Description of the Fund</b> - The features of the fixed income fund and its accompanying risks shall be described in <b>Appendix I</b> hereto.
ART. V. VALUATION OF THE FUND	Section 3. Fees and Expenses of the FUND:	Sec. 3. Fees and Expenses of the FUND:
AND PARTICIPATION UNITS Declaration of Trust	A. TRUSTEE's Fees: The TRUSTEE shall charge against the FUND regular trust fees in the amount indicated in Appendix I, Section XI hereto on a per annum basis based on the NAV of the FUND as its compensation for the administration and management of the FUND. These fees shall accrue and shall be collectible from the FUND, as and when the same becomes due, at such times as indicated in Appendix I, Section XI hereto. 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-Plan Rules- Amount of Fees/Commissions of the Manual of Regulations for Banks (Subsection UX410.6 for EW Dollar Intermediate Bond). In the event the trust fees are changed, such change shall be charged prospectively.  B. 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 the manner specified in Appendix II hereto.	A. TRUSTEE's Fees; The Trustee shall charge against the Fund regular trust fees in the amount indicated in Appendix I and accredited third-party custodian fees and external audit fees hereto on a per annum basis based on the NAV of the Fund as its compensation for the administration and management of the Fund. These fees shall accrue and shall be collectible from the Fund, as and when the same becomes due, at such times as indicated in Appendix I. 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 Manual of Regulations for Banks. In the event the trust fees are changed, such change shall be charged prospectively.  B. 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 the Key Information and Investment Disclosure Statement (KIIDS). Other fees such as accredited third-party custodian fees and external audit fees shall also be collected from the fund which shall be disclosed quarterly in the KIIDS.
		The interest, fees, charges, and penalties of this Fund may change over time, subject to the notice requirements under this Plan and other requirements, as prescribed by the Bangko Sentral ng Pilipinas and other regulations.
ARTICLE VI. TRUSTEE'S POWERS AND LIABILITIES	Section 2. Powers of the TRUSTEE	Section 2. Powers of the TRUSTEE
Article VI to the Declaration of Trust	10. 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.	10. 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.  11. To perform such acts which are necessary and desirable for the proper

		administration and management of the Fund.
		*renumbered from (a)-(j) to 1-11.
	Section 3. Liability of TRUSTEE	Section 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. 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.	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. 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.
		Due to the nature of the investments of unit investment trust fund, the returns/yields cannot be guaranteed. Historical performance when presented is purely for reference purposes and is not a guarantee of similar future performance.
		Any losses and income arising from market fluctuations and price volatility of the securities held by the Fund, even if invested in government securities, are for the account of the client. As such, the units of participation of the Trustor in the Fund, when redeemed, may be worth more or worth less than the Trustor's initial investment or contribution.
	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.	Emphasis provided 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 VII. RIGHTS OF PARTICIPANTS, Declaration of Trust	Section 5. Cooling-Off Period: N/A	Section 5. Cooling-Off Period. Subject to the exemptions under BSP regulations, the Participant/Trustor shall be entitled to cancel his/its initial subscription or contribution, without penalty, upon written notice to the Trustee within two (2) banking days immediately following the signing of the agreement or contract evidencing their participation in the Fund.
		The Trustee may collect or recover reasonable amount of processing fees, which would be in addition to any reasonable administrative fees associated with the redemption, termination or cancellation of the subscriptions or contributions.
ART. VIII ANNUAL AUDIT AND REPORT Declaration of Trust	Aside from the regular audit requirement applicable to all trust accounts of the TRUSTEE, an external audit of the FUND shall be conducted annually after the close of each fiscal year by an independent auditor acceptable to the BSP. The external audit shall be conducted by the same external auditor engaged for the audit of the TRUSTEE. The result of this audit shall be the basis of the TRUSTEE's annual report which shall be made available to all the Participants. A copy of the report, or a notice that the report is available and that a copy thereof will be furnished upon request, without charge, shall be sent to each Participant.	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 after the close of each fiscal year by the external auditor engaged for the financial audit of the TRUSTEE. The Audited Financial Sheet (AFS) for the Fund shall be PFRS/PAS-compliant in all respects. The AFS of the Fund shall be made available at the Trustee's place of business, posted on the Trustee's website and upon request of participants, transmitted to them in printed or electronic format.
ART. IX. AMENDMENTS AND TERMINATION, Declaration of Trust	<b>Section 1. Amendments:</b> This Plan may be amended from time to time by resolution of the Board of Directors of the TRUSTEE: Provided, however, that participants in the FUND shall be immediately notified of such amendments and	Sec. 1. Amendments: This <u>Declaration of Trust</u> may be amended from time to time by a resolution of the Board of Directors of the Trustee <u>and/or notice to the Bangko Sentral ng Pilipinas, as required under regulations.</u> Provided, however,

those who are not in conformity with the amendments made shall be allowed to withdraw their participations within (30) calendar days after the amendments are approved or such longer period as may be fixed by the TRUSTEE: Provided further, that amendments to the Plan shall be submitted to the BSP within ten (10) business days from approval of the amendments by the Board of Directors of the TRUSTEE. The amendments shall be deemed approved after thirty (30) business days from date of completion of requirements.

that participants in the Fund shall be immediately notified of such amendments/s in writing, either in electronic or printed form, and those who are not in conformity with the amendments must be given at least thirty (30) calendar days prior to the implementation of the amendments to withdraw their participations. Complementary individual notices to participants shall also be sent if the amendments pertain to or will result in fees to be paid or charged for the account of the client. Provided further that amendments to the Plan shall be submitted to the BSP within ten (10) banking days from approval of the amendments by the Board of Directors of the Trustee, as per Section 414 of the MORB. The amendments shall be deemed approved after thirty (30) calendar days from the date of the completion of the requirements provided by relevant rules and regulations.

**Section 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. The resolution shall specify the effective date of such termination. A copy of the resolution shall be submitted to the appropriate department of the BSP. At the discretion of the TRUSTEE's Board of Directors, it may engage the services of a reputable accounting firm to look into the books and 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 TRUSTEE shall notify the Trustors accordingly.

Following the approval of the termination of the Plan but at least thirty (30) business days prior to the actual termination of the FUND, the TRUSTEE shall provide notice of the termination of the FUND to the remaining participants. Such notice may be made by the TRUSTEE by way of direct written notice to each participant or through the posting of notices in the premises of the Head Office and branches of the TRUSTEE. Upon termination of the Plan, the TRUSTEE shall prepare a financial statement of the FUND which shall be made the basis for distribution to the participating Trustors.

Section 2. Termination: This Declaration of Trust may be terminated by a resolution of the Board of Directors of the Trustee when, in the sole judgment of the Trustee, continued operation thereof is no longer viable or by reason of a change in the Trustee's business strategy. The resolution shall specify the effective date of such termination. The Bangko Sentral ng Pilipinas shall be notified prior to the termination of a Fund, as required under relevant rules and regulations. At the discretion of the Trustee's Board of Directors, it may engage the services of a reputable accounting firm to look into the books and 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 Trustee shall notify the Trustors accordingly.

Following the approval of the termination of the Plan but at least thirty (30) banking days prior to the actual termination of the Fund, the Trustee shall provide notice of the termination of the Fund to the remaining participants. Such notice may be made by the Trustee by way of direct written notice to each participant (either in electronic or printed form), publication of announcement in the Trustee's own website or through the posting of notices in the premises of the Head office and branches of the Trustee. Upon termination of the Plan, the Trustee shall prepare a financial statement of the Fund which shall be made the basis for distribution to the participating Trustors.

## **APPENDIX I**

Provision	Current Provisions	Amendments
I. INVESTMENT OBJECTIVE	1. Investment Objective (Sec. 3, Art. II)	L Investment Objective (Sec. 3, Art. II)
Appendix I to the Declaration of Trust		
	(a) The Fund is a peso-denominated bond fund that intends to provide its	(a) The EASTWEST PESO INTERMEDIATE BOND FUND ("the Fund") is a peso-
	participants with the potential to earn intermediate-term returns higher than	denominated <u>fixed income</u> fund that intends to provide its participants with the
	traditional bank deposits. It is invested in government securities, corporate bonds	potential to earn intermediate-term returns higher than traditional bank deposits.
	and notes and term deposits. The Fund maintains a total portfolio duration of	It is invested in government securities, corporate bonds and notes and term
	more than one (1) year to less than three (3) years. Outside of the context of a	deposits. The Fund maintains a weighted average portfolio life of between one
	portfolio, it is suitable for investors seeking capital growth over an investment time	(1) to three (3) years. Outside of the context of a portfolio, it is suitable for
	horizon of at least 3 years through a managed portfolio of fixed income	investors seeking capital growth over an investment time horizon of at least three
	instruments.	(3) years through a managed portfolio of fixed income instruments.
	(b) Benchmark	Return Objective: The fund's objective is to exceed the benchmark.
	The Fund's benchmark is the Bloomberg Philippine Sovereign Bond Index 1-3 Year, adjusted.	The Benchmark: The Fund's benchmark is the Bloomberg Philippine Sovereign Bond Index 1-3 Year (BPHIL13).

	[] Investment Policy (Art. II, Sec. 4)	- Description of the Benchmark  O The Bloomberg Philippine Sovereign Bond Index Money Market (BPHIL13) is a rules-based market-value weighted index engineered to measure the fixed-rate local currency securities publicly issued by the Philippines, including retail securities. To be included in the index a security must have a minimum par amount of PHP 3 billion. (Source: Bloomberg)  - Key Characteristic of the Benchmark  O The BPHIL13 tracks the performance of pesodenominated bonds issued by the Philippine government. It comprises of peso-denominated fixed rate securities with tenors that are 1-3 years. The BPHIL 13 is not net of taxes.  - Use of the Benchmark  O The fund is designed for Moderate Risk appetite investors looking for Moderate returns on their investment through capital appreciation. The fund will invest in pesodenominated intermediate-term securities. The benchmark would give be a comparable metric given the fixed income assets of the portfolio.  O There are immaterial misalignments between the benchmark and the Fund since the benchmark is not net of taxes. The benchmark only tracks the price movements of its underlying securities. Taxes and other fees deducted from the Fund also affect the Net Asset Value.  - Sources for more detailed information  O PDS (https://www.pds.com.ph/)  Bloomberg. For additional information on the benchmark, investors may send an email to Bloomberg via indexhelp@bloomberg.net.  Additional information on the benchmark and/or its administrator can be made available to the investors upon request.
II.INVESTMENT POLICY	1. Investment Policy (Sec. 4, Art. II)(6)	II. Investment Policy
Appendix I to the Declaration of Trust	(a) Pursuant to the foregoing objectives, the Fund may be invested and reinvested in  [[ (6) Savings/Checking accounts and/or time deposits in any bank or financial institution, including East West Bank provided that the principle of best execution shall be observed at all times and no bookings shall be made with related counterparties without considering at least two (2) competitive quotes from other sources as provided in X410.12.a of the MORB;  []  The exposure of the Trust Fund to any entity and its related parties shall not exceed fifteen percent (15%) of its market value, pursuant to X410.8 of the MORB. This exposure limit however shall not apply to non-risk assets as defined by the BSP. In case of breach in the regulatory limit due to marking-tomarket of certain investments or unusual circumstances such as abnormal redemptions, the Trustee is given thirty (30) days to correct such breach.	A. Pursuant to the foregoing objectives, the Fund is structured as a Fixed Income Fund in compliance with Sections 403 and 414 of the Manual of Regulations for Banks (MORB).  B. Pursuant to the foregoing objectives, the Fund may be invested and reinvested in  [[ (6) Savings/Checking accounts and/or time deposits in any bank or financial institution, including East West Bank provided that the principle of best execution shall be observed at all times and no bookings shall be made with related counterparties without considering at least two (2) competitive quotes from other sources as provided in Section 414 of the MORB;  []  C. The exposure of the Trust Fund to any entity and its related parties shall not exceed fifteen percent (15%) of its market value, pursuant to Section 414 of the

		MORB. This exposure limit, however, shall not apply to non-risk assets as defined by the BSP. In case of breach in the regulatory limit due to marking-to-market of certain investments or unusual circumstances such as abnormal redemptions, the Trustee is given thirty (30) days to correct such breach.
III.QUALIFIED PARTICIPANTS Appendix I to the Declaration of Trust	3. Qualified Participants: Requirements and Restrictions (Sec. 1, Art, III) Participation in the Fund shall be open to all individuals of legal age and corporations with intermediate term investment horizon. Therse participants should stay invested in the Fund for at least one (1) month or more.  []	III. Qualified Participants: Requirements and Restrictions  A. Participation in the Fund shall be open to all individuals of legal age and corporations with intermediate term investment horizon. Therse participants should also be willing to stay invested in the Fund for at least thirty (30) calendar days.
	7. Risk Factors  []  Country Risk. Securities can be affected by the political, economic and social structures within the countries of their issuers, such as internal and external conflicts, currency devaluations, foreign ownership limitations, trading costs, tax increases, and other changes in regulations.  Other Risks. Participation in the UITF may be further exposed to the risk of any actual or potential conflicts of interest relative to inhouse transactions by EastWest Bank-Trust.	B. Risk profile of participants suitable to invest in the Fund: Moderate. The Fund is designed for Moderate Risk appetite investors looking for moderate returns on their investment through capital appreciation.  C. Risk Factors [Transfer from Item No. 7 to Section III]  Country Risk. Securities can be affected by the political, economic and social structures within the countries of their issuers, such as internal and external conflicts, currency devaluations, foreign ownership limitations, trading costs, tax increases, and other changes in regulations.  Other Risks. Participation in the UITF may be further exposed to the risk of any actual or potential conflicts of interest relative to in-house transactions by EastWest Bank-Trust.
IV. ADMISSION AND REDEMPTION, Appendix I to the Declaration of Trust	4. Admission and Redemption (Art. III)  A. Policies of Admission and Redemption  • Minimum initial participation  • Minimum holding period  • Admission and contribution to the Fund  B.Admission and Redemption Cut-off Time  C. Admission and Redemption Prices  D. Redemption Requirements and Conditions  E. Suspension of Admission and Redemptions	IV. Admission and Redemption  A. Policies of Admission and Redemption  1. Minimum initial participation  2. Minimum holding period  3. Admission and contribution to the Fund  4. Admission and Redemption Cut-off time  5. Admission and Redemption Prices  B. Redemption Requirements and Conditions(changed from bullet points to numbers)  []  C. Suspension of Admission and Redemptions.  []
V. NAVPU Appendix I to the Declaration of Trust	5. NAVpU (Art. V, Secs. 1 and 2,) All assets of the Fund shall be marked to market daily in accordance with existing BSP rules and regulations on marking to market valuation of investment instruments.  - Government Securities – Valuation of peso-denominated government securities and shall follow the prescribed valuation methodology stipulated in BSP Circular No. 813 (dated 27 September 2013) and Appendix 33a Section D of the MORB, and any future related amendments to said regulations.	V. NAVpU  All assets of the Fund shall be marked to market daily in accordance with existing BSP rules and regulations on marking to market valuation of investment instruments.  - Government Securities – Valuation of peso-denominated government securities and shall follow the prescribed valuation methodology stipulated in Section 414 of the MORB, and any future related amendments to said regulations.

	Private Debt Securities – The basis for marking to market peso denominated debt securities traded in an organized market shall be the same as those used in EW Peso-Denominated Government Securities as prescribed in Appendix 33a Section D of the MORB.  []	Private Debt Securities – The basis for marking to market peso denominated debt securities traded in an organized market shall be the same as those used in EW Peso-Denominated Government Securities as prescribed in Section 414 of the MORB.  []
VI. FEES, Appendix I to the Declaration of Trust	The Trustee shall collect from the Fund a trust fee of per annum based on the NAV of the Fund which shall be accrued daily and shall be collectible from the Fund at the end of each month. (Art. V, Sec. 3)  []	A. The Trustee shall collect from the Fund a trust fee ofper annum based on the NAV of the Fund which shall be accrued daily and shall be collectible from the Fund at the end of each month.  []  B. Other fees such as accredited third-party custodian fees and external audit fees shall also be collected from the fund which shall be disclosed quarterly in the KIIDs.  The interest, fees, charges, and penalties of this Fund may change over time, subject to the notice requirements under this Plan and other requirements, as prescribed by the Bangko Sentral ng Pilipinas and other regulations.
VII. OTHER TERMS AND CONDITIONS, Appendix I to the Declaration of Trust	C. Other Terms and Conditions 8. Other Terms and Conditions (Art X)  Investment in securities of the Fund shall be held for safekeeping by the bank's third party custodian, HSBC or other BSP accredited third party custodian that may be assigned by the Trustee in the future. The third party custodian shall perform independent marking-to-market of such securities.	VII. Other Terms and Conditions  Investment in securities of the Fund shall be held for safekeeping by the bank's third party custodian, HSBC or other BSP accredited third party custodian that may be assigned by the Trustee in the future. The third party custodian shall perform independent marking-to-market of such securities.