

<b>Trust/IMA Account No.</b>	<b>Account Name</b>	<b>Date</b>
<b>Type of Account</b>	<input type="checkbox"/> Trust Account <input type="checkbox"/> Investment Management Account (IMA)	
<b>Degree of Account Discretion</b>	<input type="checkbox"/> Discretionary <input type="checkbox"/> Directional (Client-directed investing) <i>* For change in degree of account discretion, from discretionary to directional, please submit Annex B.</i>	
<b>Designated Settlement Account (DSA):</b>	<i>*All withdrawals from/ contributions to the Trust/IMA Account shall automatically be credited to/ debited from our DSA unless otherwise instructed.</i>	

**I. SUITABILITY ASSESMENT** *(For Directional Accounts only. You may skip this portion if records are updated.)*

**Primary Client Name:** Name of the Client with prevailing risk profile    Score: \_\_\_\_\_    Profile: \_\_\_\_\_

**Client SAF Scores and Profiles of other co-trustors/co-principals:**

Client Name: _____	Score: _____	Profile: _____
Client Name: _____	Score: _____	Profile: _____
Client Name: _____	Score: _____	Profile: _____

I/We understand the explanation of the Account Manager on the recommended investment profile suitable to me/us based on the results of the Client Suitability Assessment. I/We also understand that in case of joint accounts with varying investment profiles per co-trustor/co-principal, the primary client's risk profile will prevail.

In view of the above, please choose only one answer:

- ☐ I/We accept the results of the suitability assessment.
- ☐ I/We do not agree with the results of the suitability assessment and would like to be re-classified as Choose an item.. I/We clearly understand that the latter will expose my investments to a higher level of risk. I/we will unconditionally and irrevocably hold the Bank and the Marketing Personnel free from any liability in case my investments decline in value more than that of the fund/portfolio/product assessed most fitting for me or specifically chosen by me and for any and all consequences arising from this investment.

**II. BUSINESS MODEL AND FINANCIAL ASSET CLASSIFICATION** *(For Directional Accounts only. You may skip this portion if records are updated.)*

Capital Preservation

- ☐ Hold to Collect – Amortized Cost  
☐ Hold to Collect and Sell – FVOCI

Capital Growth/Capital Appreciation/Trading

- ☐ Hold to Realize Cash Flows – FVTPL  
☐ Other Instructions : \_\_\_\_\_

Income

- ☐ Hold to Collect – Amortized Cost  
☐ Hold to Collect and Sell – FVOCI  
☐ Other Instructions : \_\_\_\_\_

Total Return (Income and Capital Growth)

- ☐ Managed and performance evaluated on a fair value basis - FVTPL  
☐ Hold to Collect and Sell – FVOCI  
☐ Other Instructions : \_\_\_\_\_

**III. ENROLLMENT TO ELECTRONIC PLATFORMS**

We instruct Metropolitan Bank & Trust Company- Trust Banking Group ("MBTC-TBG") to process our transactions upon its receipt of our instructions, and confirmations thereof, sent through encrypted electronic mail ("e-mail"), text messages, Metrobank Operations Support Engine ("MOSE"), and/or other approved Metrobank electronic platforms ("Electronic Instructions") only through the following encrypted e-mail address/es, and mobile number/s ("Registered Contact Information"):

- ☐ Individual

<b>E-mail Address</b>	
<b>Mobile Number</b>	(Area Code) + (____) + (____)

We further instruct MBTC-TBG to send our electronic Financial Statements, Confirmation of Transactions, Final Accounting Report, other Reports and Communication to:

Name of Designated Recipient	
E-mail Address	
Mobile Number	(Area Code) + ( ) + ( )

We understand the risks of assigning a Designated Recipient, such as but not limited to, the possibility of loss, misuse, or unauthorized disclosure of our personal information or other violation of our rights under data privacy laws. Any and all losses or damages arising from such risks shall be for our account.

- ☐ Corporate (The Secretary's Certificate must name the persons authorized to send and/or confirm Electronic Instructions, and receive and/or confirm financial statements/reports, or state that the authorized signatories can assign such powers to other officers/employees in any corporate document or in MBTC-TBG's standard forms.)

We instruct MBTC-TBG to accept and implement the Electronic Instructions sent and/or confirmed by the persons named below. We guarantee and warrant that these persons are validly appointed and authorized by the Corporation, that they will comply with the terms and conditions hereof, and that all their acts and deeds are binding on the Corporation.

## 1. AUTHORIZED USERS

The following persons are duly authorized to send and/or confirm Electronic Instructions on investments and/or withdrawals:

Name	Office Phone and Mobile Number	Office Encrypted Email Address	Authorized Transaction Type and if applicable, Amount Limit
			(*Please tick all that apply) <input type="checkbox"/> Send Electronic Instructions on: <input type="checkbox"/> Withdrawal up to the amount of _____ <input type="checkbox"/> Investment up to the amount of _____ <input type="checkbox"/> Approve/Confirm Electronic Instructions on: <input type="checkbox"/> Withdrawal up to the amount of _____ <input type="checkbox"/> Investment up to the amount of _____
			<input type="checkbox"/> Send Electronic Instructions on: <input type="checkbox"/> Withdrawal up to the amount of _____ <input type="checkbox"/> Investment up to the amount of _____ <input type="checkbox"/> Approve/Confirm Electronic Instructions on: <input type="checkbox"/> Withdrawal up to the amount of _____ <input type="checkbox"/> Investment up to the amount of _____

*For Standard Settlement Instructions (SSI), please submit Annex C.*

## 2. DESIGNATED RECIPIENT

The following persons are duly authorized to receive and confirm electronic Financial Statements, Confirmation of Transactions, Final Accounting Report, and other Reports and Communication ("Financial Reports"):

Name	Office Phone and Mobile Number	Office Encrypted Email Address

The appointment of replacement or additional Authorized Users and/or Designated Recipients shall not be valid and binding against MBTC-TBG until a new Secretary's Certificate, or originally signed corporate document or MBTC-TBG's standard forms containing such appointment is actually confirmed as received by MBTC-TBG.

We also instruct MBTC-TBG to enroll us in MOSE, and we agree to the attached terms and conditions for the use of MOSE. The Registered Contact Information indicated herein shall supersede previously designated email address/es and/or mobile number/s. We likewise instruct MBTC-TBG to process our transactions and/or availment of services upon its receipt of our Electronic Instructions through **MOSE**. We understand that if we later on wish to discontinue using MOSE, we undertake to accomplish and submit a separate form to express our desire to opt-out from MOSE.

We certify that the Registered Contact Information are correct and operational, protected/encrypted and can only be accessed by us, or the Authorized Users and/or Designated Recipients nominated above. **MBTC-TBG may, at its option, verify the said Registered Contact Information.** Failure, however, of MBTC-TBG to do so shall not affect the validity of the Electronic Instructions, and their corresponding transaction, and shall be binding upon us.

We agree to be fully bound in accordance with the tenor of the Electronic Instructions. We confirm that the Electronic Instructions shall not replace originally signed standard MBTC-TBG forms, Letters of Instructions ("LOI"), and other supporting documents that we may be required to submit to MBTC-TBG under legal and regulatory mandates, and Bank policies ("Original Documents"). **We acknowledge that MBTC-TBG may, in certain cases, require us to provide the Original Documents before processing our transactions, and we guarantee that we will submit the Original Documents within the prescribed period for MBTC-TBG to finish processing our transactions.**

We represent, warrant and guarantee that the Electronic Instructions are authentic and its contents are valid. We further represent, warrant and guarantee that the Electronic Instructions, and/or attached documents (if any), and electronic signatures appearing therein, whether in electronic form, scanned, photographed, electronically recorded and the like, are deemed originals and are admissible as evidence.

We acknowledge the risks in conveying instructions by electronic means and we authorize MBTC-TBG to rely and act upon our Electronic Instructions including their attached supporting documents unless it has doubts on the authenticity of such instructions or the person giving such. However, at its discretion, MBTC-TBG may, without the need to state the reason, decline to accept or honor the Electronic Instructions without incurring any liability.

We further agree that MBTC-TBG has the right to reject our Electronic Instructions if it is unclear, incomplete, lacks supporting documents, was not transmitted within the cut-off period for the performance of the intended transaction, or if for any other reason, it is unsatisfactory to MBTC-TBG. **We instruct MBTC-TBG not to process the Electronic Instructions if we fail to provide supporting documents, either as attachments or hard copy submissions, when required by regulations or Bank policies, or if not approved or signed in accordance with our signing authorities.**

MBTC-TBG shall not be held liable for any delay, corruption or modification of the Electronic Instructions arising from any electronic medium used, the disruption of such electronic medium, or the effects of any computer viruses and similar programs nor for any hacking or unauthorized use or access of the Registered Contact Information.

In the event that the execution of the Electronic Instructions results to damages, suits, claims or actions against MBTC-TBG, we undertake to indemnify it for any direct or indirect losses or expenses it may incur.

By virtue of the implementation of the above instructions, we hereby waive our rights to institute or initiate any action, complaint, suit or claim against MBTC-TBG, its directors, officers, employees and its authorized representatives relating to, arising from or in connection with the Electronic Instructions, and their corresponding transaction, and thus render MBTC-TBG, its directors, officers, employees and its authorized representatives free and harmless from any liability, including the propriety of its acts and the performance of its duties under the Trust/Investment Management Agreement.

We consent to the collection and use of certain personal information, in accordance with Data Privacy Act of 2012 and its Implementing Rules and Regulations, for the following purposes (a) to enable MBTC-TBG to process the transactions pursuant to our Electronic Instructions (b) we understand that for verification and security purposes, personal information may be supplied to third parties; and/or (c) for legal or regulatory purposes, without prior notice to us. We agree that this document constitutes as our continuing consent under the Data Privacy Act of 2012 and acceptance of Metrobank's Privacy Policy, as the same may be revised or updated from time to time. For more information on Metrobank's Privacy Policy, we will visit its website at [www.metrobank.com.ph](http://www.metrobank.com.ph).

By signing below, we agree to be bound by the Terms and Conditions of the above instructions and those under **(Annex A)**, which shall be considered an addendum to our Trust/Investment Management Agreement with MBTC-TBG.

I/We attest to the truth and correctness of my/our given information and instructions.

\_\_\_\_\_  
Customer's Signature over Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer's Signature over Printed Name

\_\_\_\_\_  
Date

### For Bank's Use Only

\_\_\_\_\_  
Account Manager's  
Signature over Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervising Officer's  
Signature over Printed Name

\_\_\_\_\_  
Date

**ANNEX A****TERMS AND CONDITIONS FOR THE USE OF METROBANK OPERATIONS SUPPORT ENGINE (MOSE)**

1. MOSE is an online facility wherein we can electronically accept, confirm, agree, and acknowledge Electronic Instruction and Approval documents sent to us by MBTC-TBG. By agreeing to be enrolled in MOSE, we fully understand the corresponding risks involved in our use of MOSE for the receipt and approval of electronic documents. We shall ensure that only the account owner (individual clients) or the nominated authorized representatives (corporate clients) will have access to MOSE, and/or will be allowed to approve or reject documents. For corporate clients, such approval or rejection shall still be subject to its established signing rules.
2. We will take the necessary steps to safeguard the confidentiality and prevent the unauthorized disclosure of the reference code and One-Time Personal Identification Number ("PIN") which MBTC-TBG will send us through our Registered Contact Information. Any access to our documents through MOSE shall be presumed to have been made by us and with our consent.
3. After our deal or transaction with MBTC-TBG, MBTC-TBG will upload the corresponding documents for our approval to MOSE. Documents that are for our approval will be available in MOSE until cut-off schedule imposed by MBTC-TBG.
4. Documents that we will approve or reject through MOSE will be considered as valid and binding without the necessity of our actual signature, and that such approval or rejection authorizes MBTC-TBG to act or not act upon the documents. We agree that any digital or electronic signature created through the use of the MOSE shall be admissible in evidence as the functional equivalent of our signature/s on a written document.
5. We understand that we will be required to submit a new LOI in case of amendments to our Registered Contact Information. We further understand that we will need to notify MBTC-TBG in writing in case we wish to terminate our access to MOSE.
6. By using MOSE, we accept and agree to be bound by the terms above, including any amendment/supplement thereto, its nature, functionalities, and operating features. MBTC-TBG reserves the right to deactivate our access to MOSE without prior notice due to mishandling of accounts, or if in MBTC-TBG's judgment, our access to MOSE may adversely affect the credibility/security of its system, or for any reason which MBTC-TBG may find reasonable.
7. We authorize MBTC-TBG to process the personal data and such other information provided herein, or that MBTC-TBG may have access to pursuant to our avilment and use of MOSE.
8. We agree to be bound by any and all laws, rules and regulations and official issuances applicable to MOSE now existing or which may hereinafter be issued, as well as such other terms and conditions governing the use of other facilities, benefits, or services which MBTC-TBG may make available to us in connection with the use of MOSE.

**ANNEX B**

## LETTER OF INSTRUCTION TO CHANGE DEGREE OF ACCOUNT DISCRETION FROM DISCRETIONARY TO DIRECTIONAL

&lt;DATE&gt; \_\_\_\_\_

METROPOLITAN BANK & TRUST COMPANY –  
TRUST BANKING GROUP  
16F Metrobank Center, 35th Street corner 7th Avenue,  
Bonifacio Global City, 1634 Taguig City

In reference to:

Account Name: \_\_\_\_\_

Type of Account ☐ Trust Account ☐ Investment Management Account (IMA)Trust Account/ IMA Number:     -      -  I/we hereby instruct you to change the degree of discretion of my account from discretionary to directional, effective (Date).

I acknowledge that the following fee features will be applied to my directional account:

Fee Rate	
Fee Basis	Accrued Based on Principal Value of the fund
Fee Collection Frequency	On Interest/ dividend payment date

On every income payment date of my securities, we instruct and authorize MBTC-TBG to:

☐ Credit net income payment to our Designated Settlement Account Number (DSA)  
                 
*Metrobank Account Number Only*

For Trusteed Accounts, indicate purpose based on the Trust Agreement:  
\_\_\_\_\_☐ Retain net income payment in the account for reinvestment in UITF Metro Money Market Fund

On maturity date of my securities, we instruct and authorize MBTC-TBG to:

☐ Credit net proceeds to our DSA  
                 
*Metrobank Account Number Only*

For Trusteed Accounts, indicate purpose based on the Trust Agreement:  
\_\_\_\_\_☐ Retain net proceeds in the account for reinvestment in UITF Metro Money Market Fund

In case we decide to liquidate this investment prior to maturity, we acknowledge that the prevailing market rate at the time of transaction may apply, and any losses, costs and whatever applicable taxes shall be for our account.

We further acknowledge that in case we wish to terminate the Trust/IMA, we shall separately submit the required documents in relation to such termination.

We likewise acknowledge the risks in conveying instructions by electronic means and we authorize MBTC-TBG to act upon our email instructions unless it has doubts on the authenticity of such instructions or the person giving such. MBTC-TBG may, at its option, conduct a call back for confirmation.

In the event that the execution of the electronic instruction results to damage or action against MBTC-TBG, we undertake to indemnify it for any direct or indirect losses or expense it may incur.

We shall indemnify and hold MBTC-TBG, Metrobank, its subsidiaries and affiliates as well as directors, officers, staff, agents and representatives ("Metrobank Group") free and harmless from any and all liabilities, claims, causes of action, damage, either partial or total, or fiduciary responsibility that may arise from the investment made pursuant to this instruction or as consequence of reliance or processing of this instruction due to: a) non-performance of credit obligation; b) bankruptcy, insolvency, or cessation of operations of the borrower/issuer; c) default in any or all credit obligations of the borrower/issuer or the broker/dealer handling the transaction/s; or d) failure in any manner to comply with any of the borrower/issuer's obligations under the aforesaid transaction/s, it being understood that the investments/reinvestments under this account shall be strictly for our account and risk. MBTC-TBG shall not be obligated to, and is totally and forever relieved from filing or commencing any and all claims, actions or suit in any office, board, agency, court or tribunal of the government, in connection with the instruction, consequence of reliance thereto or processing thereof. We further undertake or warrant not to involve MBTC-TBG and the Metrobank Group in pursuing any action, claim or suit against any and all persons who are liable or may be held responsible for any damage or loss we suffer or incur by reason of the foregoing instruction or any incident thereto.

MBTC-TBG may release/discard to a third party covered person, who may require our true and full name, place and date of birth or date of registration, present address, nature of work or business or source of funds, among other information and documentation required by BSP Circular 950 Series of 2017, "Amendments to Part Eight of the Anti-Money Laundering Regulations of the Manual of Regulations for Banks and Manual of Regulations for Non-Bank Financial Institutions" for the purposes of processing, executing, implementing, and completing our investment instruction above. In releasing the aforementioned personal data for the purposes enumerated above, control over its processing, and any/all issues/liabilities that may arise therefrom will be the direct and sole responsibility of the Recipient of said information.

We acknowledge that MBTC-TBG is committed to protecting our Personal Data against unauthorized use or disclosure, by complying with the Data Privacy Act of 2012 (Republic Act No. 10173), the Law on Secrecy of Bank Deposits (Republic Act No. 1405), the Foreign Currency Deposit Act (Republic Act 6426) and the General Banking Law of 2000 (Republic Act 8791), as well as rules and regulations issued by the Bangko Sentral ng Pilipinas and other regulatory bodies that uphold data privacy and confidentiality. We agree that processing of our Personal Data shall be in accordance with Metrobank's Privacy Policy found at [www.metrobank.com.ph](http://www.metrobank.com.ph). Should we have questions or clarifications about the processing of our Personal Data, or in order to enforce our rights as a data subject, we can send an email to [dataprotectiondept@metrobank.com.ph](mailto:dataprotectiondept@metrobank.com.ph). In authorizing MBTC-TBG to release/discard the above personal data to the Recipient, we hereby waive any/all of our rights/claims against MBTC-TBG pursuant to the aforementioned laws and rules, and to any breach of personal data that may arise from this request. This waiver will not cover liabilities resulting from the gross negligence and malicious intent on the part of MBTC-TBG or any of its employees.

That by virtue of the implementation of the abovementioned provisions, we hereby waive our rights to institute or initiate any action, complaint, suit or claim against MBTC-TBG, its directors, officers, employees, and its authorized representatives relating to, arising from or in connection with this transaction, and thus render MBTC-TBG, its directors, officers, employees and its authorized representatives free and harmless from any liability including the propriety of its acts and the performance of its duties under the Trust/IMA Agreement.

By affixing our signature below, we undertake that we have understood all the instructions abovementioned including the provisions of the term sheet as attached hereto.

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



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



**ANNEX C (use when applicable)****Standard Settlement Instruction  
[FOR CORPORATE ACCOUNTS ONLY]**

(Date)

Metropolitan Bank & Trust Company  
Trust Banking Group  
Metrobank Center  
35<sup>th</sup> st. cor 8<sup>th</sup> ave.

**Attention:**

Sir/Ma'am:

This letter will serve as the Standard Settlement Instruction (SSI) for all Philippine Peso (PHP) and Foreign Currency (FXCY) transactions of the \_\_\_\_\_ (the "Client") under **TA/IMA No.** \_\_\_\_\_ ("TBG Account") maintained with Metropolitan Bank & Trust Company- Trust Banking Group ("MBTC-TBG"). The details of our SSI are as follows:

**1. SETTLEMENT INSTRUCTIONS**

- a. Instructions referred to below shall be sent by the Authorized Users designated in our **Account Information Form and Enrollment to Electronic Platforms**.
- b. All **withdrawals from our TBG Account** shall only be credited to our Designated Settlement Account (DSA).

However, we may instruct MBTC-TBG to credit withdrawals from our TBG Account to our other bank account apart from our DSA ("Other Bank Account"), via direct credit (for a Metrobank account), Gross Settlement Real Time (GSRT) or Real Time Gross Settlement (RTGS). Instructions to credit to our Other Bank Account may only be made specifically to:

Other Bank Account	
Bank Name:	
Swift Code:	
Account Number:	
Account Name:	
Currency:	

- c. All **withdrawals** for contribution/crediting to our TBG Account shall be debited **from our DSA**.

However, we may instruct MBTC-TBG to debit from the following Metrobank Branch Accounts, other than our DSA, for contribution/crediting to our TBG Account:

Branch Account	
1	Account Name:
	Account Number:
2	Account Name:
	Account Number:

2. We acknowledge and understand that the definitions and provisions of the **Account Information Form and Enrollment to Electronic Platforms** shall be deemed incorporated herein and shall govern this SSI;
3. We undertake to execute another SSI for settlement instructions covering new or additional Other Bank Account on or before the cut-off time of 2:00P.M. The SSI shall be originally signed by our Authorized Signatories in accordance with our signing rules under our latest Secretary's Certificate.
4. We confirm that our outward remittances do not fall under transactions related to sanctions regulations under the Foreign Exchange and Foreign Trade Act (FEFTA).

5. We shall not hold MBTC-TBG liable for any loss or damage due to its failure to implement the SSI due to reasons beyond its control, such as fire, earthquake, flood, riots, labor unrest, government action, technological or system issues, computer or electrical breakdown, or any other similar event commonly known as force majeure.
6. We undertake to defend, indemnify and hold MBTC-TBG, its directors, officers, employees, agents and representatives, free and harmless from any and all losses, demands, claims, suits, and actions, of whatever nature and kind, which may result from the implementation of this SSI. We confirm that our obligation under this provision shall survive the termination of our Trust/Investment Management Account.
7. We shall also indemnify MBTC-TBG against any damages, losses, costs, expenses for any fraudulent or erroneous instructions, and for causing breach of any FEFTA restrictions, provided that MBTC-TBG has fully complied and acted in good faith with the security procedures related to the SSI.
8. The above arrangements essentially detailing our SSI will remain in effect unless otherwise revoked in writing by our Authorized Signatories and which revocation has been duly confirmed received by MBTC-TBG. A new SSI will supersede/revoke the previous SSI if instructed in writing by our Authorized Representatives.
9. These terms and conditions, including other documents, agreements, or instruments executed or delivered in connection herewith, shall be governed by and construed in accordance with the laws of the Republic of the Philippines. We consent that any legal action, suit or proceeding arising out of or relating to this Agreement, including other documents, agreements, or instruments executed or delivered in connection herewith, may be instituted, at the option of MBTC-TBG, in any competent court in Makati or Taguig City, Philippines.

By signing below, we confirm that we have read, fully understand, and agree to the terms and conditions governing this SSI.

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Name and signature of authorized signatory/ies