

## **DECLARATION OF TRUST**

### **BPI INVEST EUROPEAN EQUITY FEEDER FUND A Global Equity Unit Investment Trust Fund**

#### **KNOW ALL MEN BY THESE PRESENTS:**

THE BPI ASSET MANAGEMENT AND TRUST CORPORATION (BPI AMTC), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 7/F BPI Buendia Center, Sen. Gil J. Puyat Avenue, Makati City, with authority to perform trust and other fiduciary functions, hereinafter referred to as the "Trustee";

#### **WITNESSETH:**

#### **ARTICLE I CREATION OF THE TRUST**

That, for the purpose of providing its trust clients with investment returns derived from a diversified portfolio of primarily global equities, pursuant to investment objectives and policies herein stipulated, the Trustee hereby establishes and declares itself as Trustee, and has created and shall administer a Unit Investment Trust Fund (UITF) Feeder Fund, a trust product, for the collective investment of funds held by it in such capacity, upon the terms and conditions hereinafter set forth.

#### **ARTICLE II NATURE AND INVESTMENT OBJECTIVES**

Sec. 1 Title of the Fund – The UITF shall be known as BPI INVEST EUROPEAN EQUITY FEEDER FUND (the "Fund").

Sec. 2 Nature of the Fund – The Fund is a foreign currency denominated equity UITF operating as a Feeder Fund established in accordance with, and shall be operated subject to the provisions of this Declaration of Trust/ Plan Rules 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 existing laws. The Appendix shows a more detailed description of the fund specifications.

Pursuant to existing BSP rules and regulations, as a Feeder Fund, this Fund is mandated to invest at least 90% of its assets in a single collective investment scheme. This underlying collective investment scheme is referred to as the Target Fund and selected consistent with the provisions on investment objective and investment policy under Section 6 and the Appendix, following the Trustee's established investment process.

The Fund shall have a base currency of US Dollars (USD).

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

Sec. 3 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.

Sec. 4 Relationship of Trustee with the Fund – The Trustee shall not have any other relationship with the Fund except in its capacity as Trustee thereof. Provided, however, that the Trustee which

simultaneously administers other trust, fiduciary, or investment management funds may invest such funds in the Fund, if allowed under a policy approved by its Board of Directors.

Sec.5 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. 6 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 in the Appendix, Sections 1 and 2.

The Trustee shall make available to all Participants for review, a list of prospective and outstanding investment outlets, and in the case of a Feeder Fund, all relevant information on the Target Fund, which shall be updated quarterly. Such disclosure shall be substantially in the form as prescribed by the Bangko Sentral ng Pilipinas.

### **ARTICLE III PARTICIPATION: ADMISSION AND REDEMPTION**

Sec. 1 Qualified Participants (Requirements and Restrictions) - Prior to acceptance of the initial participation in the Fund, the Trustee shall perform a Client Suitability Assessment (CSA) for the purpose of profiling the risk return orientation of the client and establishing the suitability of the client to the Fund. The Fund is suitable for investors with an aggressive risk profile. Qualified participants are more specifically defined in the Appendix, Section 4.

Sec. 2 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 participating unit in the Fund. The beneficial interest in the Fund shall be divided into units, each of which shall represent a pro rata interest, determined under the net asset value per unit valuation methodology, in the aggregate market value of all instruments in the Fund.

The admission or redemption of units of participation in the Fund may be made only on the basis of the valuation methodology under Art. V hereof, and in such frequency as indicated in the Appendix, Section 7.

### **ARTICLE IV MANNER OF OPERATION**

Sec. 1 Pooled Fund Accounting - The total assets and accountabilities of the Fund shall be accounted for as a single account based on the pooled-fund accounting methodology.

Sec.2 Distribution Channel - The Fund shall be distributed in channels duly accredited by the Trustee and allowed under existing regulations.

Sec.3 Expansion and Contraction of Fund – Admissions of participations in the Fund shall serve to expand the Fund's total outstanding units. Conversely, every redemption of participation/s from the Fund shall serve to contract the Fund's outstanding units.

Every participation in the Fund shall be evidenced by a purchase of units arrived at by dividing the amount of investment by the prevailing net asset value per unit (NAVPU). On the other hand, every redemption of participation/s from the Fund shall be evidenced by a sale of units arrived at by dividing the amount of redemption by the prevailing NAVPU.

Sec. 4 Allocation and Distribution of Income – The market value of the Fund's investments, net of taxes, fees and expenses which are chargeable against the Fund shall be reflected in every NAV computation. The income of the Fund, therefore, shall be allocated to the Participants on a pro rata and pari passu basis depending upon the number of units held by each Participant in the

Fund. The unrealized income / loss of each Participant in the Fund shall be the difference between the prevailing NAVPU over the acquisition cost of the Participant's units, multiplied by the number of units held by the Participant.

## **ARTICLE V VALUATION OF THE FUND AND PARTICIPATION UNITS**

Sec. 1 Valuation of the Fund – The Trustee shall compute the NAV of the Fund daily in US Dollars (USD), subject to the following rules:

- (a) On "Valuation Day" which shall mean a trading day where the Fund is made available for participation or redemption, the Trustee shall determine the NAV of the Fund.
- (b) The NAV shall be the summation of the market value of each investment of the Fund, less taxes, fees 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. The rules related to Valuation are more specifically defined in the Appendix, Section 5.

Sec. 2 Valuation of Participation Units – The valuation of participation units shall be subject to the following rules:

- (a) The NAVPU shall be determined daily by dividing the NAV of the Fund by the total number of units outstanding as of Valuation Date.
- (b) The Trustee shall consider the frequency of valuation and trading of the Target Fund when determining the Feeder Fund's own frequency of valuation and trading.
- (c) The Trustee shall cause the publication of the NAVPU of the Fund at least weekly in one or more newspaper of national circulation and in the Trustee's website on a daily basis. Historical NAVPUs may also be accessed in the Trustee's website.

Sec. 3 Fees and Expenses of the Fund

- (a) Trustee's Fees - The Trustee shall charge against the Fund trust fees in the amount indicated in the Appendix, Section 8 on a per annum basis based on the NAV of the Fund, net of taxes, as its compensation for the administration and management of the Fund. These fees shall accrue and be collected as and when the same become due, at such times as indicated in the Appendix, Section 8. The trust fees shall be uniformly applied to all Participants in the Fund. Said fees may be increased or decreased in the future as may be warranted by circumstances then existing, subject to the requirements of Subsection 4410Q.6 of the Manual of Regulations for Non-Bank Financial Institutions. Amended trust fee structure shall be applied prospectively.
- (b) Special Expenses – Special expenses may be charged separately or in addition to the necessary trust fees if such are necessary to preserve or enhance the value of the Fund. Such special expenses shall be payable to pertinent third party or parties, provided that the same are covered by separate contract/s, and disclosed to the Participants in the Key Information and Investment Disclosure Statement.

The amount of, nature, and period covered of the special expenses, as well as the amount of regular trust fees for each quarter, shall be disclosed to the Participants. No fees and expenses other than the foregoing shall be charged to the Fund.

## **ARTICLE VI 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 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.

However, if the Trustee deems it proper and beneficial for the Fund, the Trustee may engage the services of third party/ies to manage a portion of the Fund, provided that such arrangement is covered by separate contract/s; provided further that, it is disclosed to the Participants and the BSP is duly notified thereof with the pertinent documents on the hiring of such third party/ies submitted thereto. The Trustee shall periodically review on an ongoing basis the performance by such third party/ies.

**Sec. 2 Powers of the 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 hold, place, invest and reinvest the Fund, including the authority to switch underlying instruments/Target Fund, with full discretionary powers, and without distinction, as to principal and income in instruments stipulated in the Appendix, Section 2 including local and foreign collective investment schemes and in such investments it may deem sound and appropriate, subject only to the limitations, investment objectives, and policies of the Fund as stated in the Appendix, Sections 1 and 2;
- c. To deposit in any bank or financial institution, including its own bank, a portion of the Fund, subject to the requirement of Subsection 4410Q.8 of the Manual of Regulations for Non-Bank Financial Institutions.
- d. To hold cash in excess of the regulatory or the Fund's defined cash allocation limit during the transitory period while in the process of switching from one target fund to another or in the case of breach of the ten percent (10%) exposure limit to the target fund;
- 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 from time to time 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 and receive income, dividends, interest, profits, increments and such other sums accruing or due the Fund;
- j. To pay out of the Fund all costs, expenses, taxes, and other proper charges incurred in connection with the administration, preservation, maintenance and protection of the Fund.
- k. To adopt an external or internal risk management and hedging strategy and a more definitive policy guideline based on generally accepted risk management principles, and duly approved by the Board of Directors of the Trustee;
- l. To set the minimum amounts or number of units required for purchases or redemptions by a Participant of the Fund as defined in the Appendix, Section 7 (c);
- m. To set the admission and redemption cut-off time as defined in the Appendix, Section 7 (f); and,
- n. To collect from the Fund trust fees as defined in the Appendix, Section 8.

- 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 or diminution in the value of the Fund or the Participant’s interest in the Fund. The Trustee shall also be held free and harmless from any liability for any of its actions and omissions made in good faith, for which the Trustee believed to be authorized or falling within its discretion, rights or powers conferred under the Declaration of Trust.**
- Sec. 4 Non-Coverage by PDIC – Participation in the Fund creates a trust and 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 on the NAVPU and shall be for the account and risk of the Participant.**

## **ARTICLE VII RIGHTS OF PARTICIPANTS**

- Sec. 1 Declaration of Trust / Plan Rules - A copy of this Declaration of Trust and Plan Rules shall be available at the principal office of the Trustee for inspection by any person having an interest in the Fund, or by his authorized representative/s. Upon request, a copy of this Declaration of Trust and Plan Rules shall be furnished such interested person/s.**
- Sec. 2 Disclosure of Investments - The Key Information and Investment Disclosure Statement (KIIDS) which shall be updated quarterly shall be made available to interested Participants. Such disclosure shall substantially be in the form as prescribed by BSP in accordance with Appendix “Q-34” of Subsection 4410Q.7 of the Manual of Regulations for Non-Bank Financial Institutions. Upon request, a copy of the quarterly list of investments shall be furnished to interested Participant/s. The Trustee shall also make available to Participant/s all relevant information on the Target Fund.**
- Sec. 3 Disclosure of Risk – Participants shall be informed of the risks attendant to this type of Fund through a ‘Risk Disclosure Statement.’**
- Sec. 4 Disclosure of Amendments to the Plan Rules – A notice of amendments to Plan Rules / Declaration of Trust shall be furnished the Participants immediately. The Participants shall be allowed to redeem their participations in the Fund, subject to the procedure set forth in Art. IX, Sec.1 hereof.**
- Sec. 5 Termination of the Fund – A written notice of the termination of the Fund shall be provided the remaining Participants at least thirty (30) business days prior to the actual termination of the Fund, pursuant to Art. IX, Sec. 2 hereof. The Participants shall have the right to inspect or be provided upon request with a copy of, the financial statement used as 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*.

## **ARTICLE VIII ANNUAL AUDIT AND REPORT BOOKS OF ACCOUNTS**

- Sec. 1 Annual External Audit - 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 BSP. The external audit shall be conducted by the same external auditor engaged for the audit of the Trustee/Trust Entity. 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 notice shall be sent to the Participants that the report is available, and upon request, a copy of such report shall be furnished such Participant/s, without charge.**

The Trustee shall, likewise, prepare a quarterly performance review of the Fund and shall make the same available to the Participants not later than twenty (20) calendar days from end of the reference date / period.

## **ARTICLE IX AMENDMENTS & TERMINATION**

Sec. 1 Amendments – This Declaration of Trust / Plan Rules 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 participants who are not in conformity with the amendments made shall be allowed to redeem their participations within thirty (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.

(a) Switching of Target Fund. The switching of the Target Fund may be deemed necessary, in case of any, but not limited to the following:

1. Performance vis-à-vis expectations
2. Change in the Target Fund's investment objective or risk profile
3. Resignation of fund manager/s
4. Closure of Target Fund or its maximum AUM capacity has been reached
5. Prolonged suspension of subscription/redemption to/from the Target Fund
6. Market conditions which in the reasonable opinion of the Investor Fund Trustee warrant a change in Target Fund.
7. Change in the Investment Objective of the Investor Fund

Switching of the Target Fund is deemed as an amendment subject to the provisions of this section. In addition to a formal notice to Participants, prior disclosure may be supplemented by any of the following:

1. E-mail
2. Notification in Sales Premises
3. Announcement in the Trustee's official website

No change shall be implemented within thirty (30) days of initial notification of existing investors.

In case of switching of the Target Fund, the Trustee shall follow its defined internal process to ensure protection of investors' interest. This shall include processes and procedures relating to:

1. Termination of Subscription to Target Fund or Agreement
2. Temporary Holdings in Cash
3. Subscription to a New Target Fund
4. Information and Public Announcement of Target Fund Switch

(b) Material and Non-Material Changes in Target Fund's Structure

Material changes in a Target Fund shall require re-assessment and review by the Trustee of the suitability of the Target Fund. Material changes can be described as a change, with all else being unchanged, that a reasonable investor would consider important in the investor's decision to buy, hold or sell. Such changes may include but are not necessarily limited to:

1. A change in the portfolio management team of the Target Fund
2. A change in the objective or investment style of the Target Fund

3. A change in the Target Fund's fees that will significantly affect the total expense ratio of the Investor Fund
4. A regulatory change in the jurisdiction where the Target Fund is domiciled that would significantly affect the Target Fund's operations
5. Significant legal disputes
6. Any other change that would necessitate a change in the Investor Fund's Declaration of Trust

Should the Trustee decide to retain the Target Fund despite such material change, such change must be properly disclosed to the investors via a formal written notification. Investors shall be allowed to withdraw their participation within a reasonable period of time but in no case less than thirty (30) days. The Trustee shall not increase the Investor Fund's participation to that particular Target Fund within the notice period.

Non-Material Changes to the Target Fund, or any information that, which to the Trustee's best judgment, will not reasonably affect the investor's decision to buy, hold, or sell its investment in the Investor Fund, shall be disclosed via the Trustee's website.

Sec. 2 Termination - This Declaration of Trust / Plan Rules 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 not consistent with the Trustee's present or new business strategy. A copy of the resolution, which shall specify the effective date of such termination, shall be submitted to the appropriate department of the BSP. At the discretion of the Trustee's Board of Directors, the Trustee 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 Declaration of Trust / Plan Rules, the Trustee shall notify the Participants accordingly.

The Trustee shall provide written notice of the termination of the Fund to the remaining Participants at least thirty (30) business days prior to the actual termination of the Fund. 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, the Trustee shall prepare a financial statement of the Fund which shall be made the basis of distribution to the Participants.

## **ARTICLE X OTHER TERMS AND CONDITIONS**

This plan was approved to be adopted by the Board of Directors of the Trustee (BPI AMTC) on June 19, 2019.

This Declaration of Trust is further subject to the other terms and conditions that may be stipulated in the Appendix.

IN WITNESS WHEREOF, BPI-AMTC has caused this Declaration of Trust / Plan Rules to be signed and its corporate seal affixed thereto on August 20, 2019 at Makati City, Philippines.

**BPI ASSET MANAGEMENT & TRUST  
CORPORATION  
(Trustee)**



**By: SHEILA MARIE U. TAN  
President**

## **APPENDIX**

### **BPI INVEST EUROPEAN EQUITY FEEDER FUND Unit Investment Trust Fund (UITF)**

#### **FUND SPECIFICATIONS**

1. Investment Objective - The Fund, operating as a Feeder Fund, intends to achieve for its Participants long-term capital growth by investing in a Target Fund that aims to provide returns in excess of the return of the MSCI Europe Index.
2. Investment Policy - Pursuant to the foregoing objectives, the Fund may be invested and reinvested in the following, subject to the approval of the Board of Directors of the Trustee:
  - (a) Primarily in a single collective investment scheme whose investment objective is to provide investment results in excess of the return of the MSCI Europe Index; provided further that such CIS is approved or registered and supervised by a regulatory authority that is a member of the International Organization of Securities Commissions (IOSCO) and managed by reputable fund manager/s; provided further that the investment in the said collective investment scheme should at least be ninety percent (90%) of the total assets of the Fund. The Target Fund must be recognized as a collective investment scheme in its home jurisdiction by a regulatory authority or any regulatory authority acceptable to the BSP to supervise this CIS.
  - (b) Primarily short-term tradable fixed-income instruments issued or guaranteed by the Philippine government or the BSP; tradable securities issued by the government of a foreign country, any political subdivision/agency of a foreign country or any supranational entity; tradable fixed-income instruments issued by foreign or local financial institutions or private corporations; exchange-listed securities; marketable instruments that are traded in an organized exchange; loans traded in an organized market; and, such other tradable investments outlets/ categories as the BSP may allow. Provided, that, a financial instrument is regarded as tradable if two-way prices are quoted, readily available or regularly available from an exchange, dealer, broker, industry group, pricing service or regulatory agency, and those prices represent actual and regularly occurring market transactions on an arm's length basis.
  - (c) Primarily short-term tradable fixed-income instruments issued, underwritten, or otherwise dealt by BPI and/or any of its subsidiaries, affiliates, their successors-in-interest or assignees, their directors, officers, stockholders, and related interest, and any of their trust and fund managed accounts, under such terms and conditions as the Trustee may deem to be in the best interest of the Fund; and, any such other instruments as may be allowed under BSP regulations. Investment with related interests shall be in accordance with Subsection 4410Q.12 (a) of the Manual of Regulations for Non-Bank Financial Institutions.
  - (d) The principal investments of the Fund will be denominated in, but not limited to the U.S. Dollar. The target fund invests in securities denominated in other currencies.
  - (e) Bank deposits or tradable debt instruments issued by the BSP.
  - (f) Such other investments allowed under regulations issued by the BSP.

Provided further that, in the process of switching from one Target Fund to another or in the case of breach of the ten percent (10%) exposure limit to the Target Fund, investments in cash or cash equivalents for liquidity purposes and/or for funds awaiting disposition, may exceed the allowable limit prescribed by the BSP, within the transitory period.

For all transactions with related parties or entities, the Trustee of the Fund shall be transparent at all times and maintain an audit trail. The Trustee shall observe the principle of best execution and no

purchase/sale shall be made with related counterparties without considering at least two (2) competitive quotes from other sources.

3. Diversification Policy – The combined exposure of the UIT Fund to any entity and its related parties shall not exceed fifteen percent (15%) of the market value of the UIT Fund: PROVIDED, THAT, A UIT FUND INVESTED, PARTIALLY OR SUBSTANTIALLY, IN EXCHANGE TRADED SECURITIES SHALL BE SUBJECT TO THE 15% EXPOSURE LIMIT TO A SINGLE ENTITY/ISSUER: PROVIDED FURTHER, THAT, IN THE CASE OF AN EXCHANGE TRADED SECURITY WHICH IS INCLUDED IN AN INDEX AND TRACKED BY THE UIT FUND, THE EXPOSURE OF THE UIT FUND TO A SINGLE ENTITY SHALL BE THE ACTUAL BENCHMARK WEIGHTING OF THE ISSUER OR 15%, WHICHEVER IS HIGHER. THIS LIMITATION SHALL NOT APPLY TO NON-RISK ASSETS AS DEFINED BY THE BSP.

In the case of Feeder Funds, the fifteen percent (15%) exposure limit shall be applied on the Target Fund's underlying investments. Furthermore, the investment in the Target Fund shall not exceed ten percent (10%) of the total net asset value of the Target Fund. The frequency of monitoring of the exposure limits may be synchronized with the reporting frequency of the Target Fund.

In case the exposure limits prescribed above are breached due to the marking-to-market of certain investment/s or 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 or in the case of Feeder Funds, thirty (30) days from date of receipt of report indicating the net asset value of the Target Fund, to correct the same.

4. Qualified Participants - Acceptance of Participants shall be subject to the rules or procedures established by the Trustee which it deems advantageous or to the best interest of the Fund.

The Fund is suitable for investors with at least an aggressive risk profile.

Participation in the Fund shall be open to Participants with legal capacity to contract and who are not considered US persons under the US securities and tax laws, subject to the other conditions, rules or provisions as stated herein and those established by the Trustee which it deems to be to the best interest of or advantageous to the Fund and its existing participants.

Participants may be required to declare that they are not a US person or US taxpayer and are neither acquiring units in the Fund in behalf of US persons or US taxpayers nor acquiring units with the intent to sell or transfer them to US persons or US taxpayers.

Prospective participants should also consult their own tax advisors as to the specific local or international tax implications of acquiring, holding and redeeming of any units of the Fund.

No beneficial owner shall hold more than 10% of the Fund. Any investor who owns more than 10% shall be asked to redeem the amount (or its equivalent number of units) in excess of 10% within thirty (30) calendar days. Failure to do so will be subject to anti-money laundering (AML) reporting requirements in the jurisdiction of the Target Fund. The 10% ownership limit shall commence after one (1) year from the Fund's inception date.

5. Rules Related to Valuation - The matter of determining the value of the various instruments in the Fund shall be vested in the Trustee through its Board of Directors. Subject to pertinent BSP Implementing Rules and Regulations, the Trustee shall adopt a Marked-to-Market Valuation Methodology which, once adopted, shall herewith be consistently and strictly applied. The basis for pricing/valuation per asset class/asset shall follow existing BSP marking-to-market guidelines.

- (a) The NAV shall be computed using the pooled-fund accounting methodology, or more specifically based on the following formula:

	Cash Deposits
+	Market Value of Investment
+	Accrued Interest on Cash
+	All other assets and receivables
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#### GROSS ASSET VALUE

-	Accrued Taxes Payable
-	Accrued Trust Fee Payable
-	Other Accrued Expenses
-	Accounts Payable
-	All Other Liabilities
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#### NET ASSET VALUE

The NAVPU shall be calculated by dividing the NAV by the number of Units outstanding as of the date of valuation. The NAVPU shall be computed up to two (2) decimal places as follows:

$$\text{NAVPU} = \frac{\text{Total Net Assets of the Fund}}{\text{Total number of outstanding Units}}$$

The rules related to valuation of the Target Fund are more specifically defined in the *Target Fund Specifications*, Valuation of Assets.

- (b) The NAVPU of the Fund shall be computed earliest 12:00NN on the next day following each valuation day and made available not later than 6:00PM of the same day. The NAVPU shall be made available to Participants and published in the Trustee's website.
- (c) Suspension of Trading- The Trustee of the Fund may temporarily suspend calculation of the NAV/NAVPU of the Fund, as well as participation to and redemption from the Fund, if it is unable to determine the NAVPU of the Fund due to the suspension of trading of its Target Fund or 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.

The suspension of trading of the Target Fund will mean the unavailability of a real-time NAVPU that is reflective of actual market prices.

- 6. Risk Management and Hedging Policy– For the general and collective interest of the Fund's Participants, the Trustee is authorized to adopt an external or internal risk management and hedging strategy and a more definitive policy guideline based on generally accepted risk management principles, and duly approved by the Board of Directors of the Trustee.

The Fund and its Target Funds may avail itself of 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 guidelines, as well as the Trustee's risk management and hedging policies duly approved by the Board of Directors of the Trustee, and disclosed to the Participants.

#### 7. Participation and Redemption

- (a) Participation and Redemption Prices - Participation or redemption of units in the Fund, including fractions thereof, shall be based on the applicable NAVPU for the day computed based on Section 5 (Rules Related to Valuation) of this Appendix.

- (b) The Fund shall have an initial NAVPU of USD100.00/unit.
- (c) The Trustee shall set the minimum amount or number of units required for purchases or redemptions by a Participant in the Fund, which may be changed from time to time by the Trustee, as conditions warrant subject to the Trustee's compliance with Subsection 4410Q.6.k of the Manual of Regulations for Non-Bank Financial Institutions. Provisions related to amendment/s are more specifically defined in Article IX of the Plan Rules. Policies on Participation and Redemption are the following:
- i. Minimum Initial Participation. The minimum amount of initial participation/contribution is USD1,000.00,
  - ii. Minimum Maintaining Participation. The minimum maintaining participation is the same as the amount prescribed for minimum initial participation.
  - iii. Minimum Additional Participation. The minimum additional participation is USD500.00,
  - iv. Minimum Redemption Amount. The minimum redemption amount is USD500.00.
  - v. Minimum Holding Period: None.
- (d) Settlement of Participations and Redemption. Participations received on or before the cut-off time are settled at the end of the next day following valuation day. Redemptions received on or before the cut-off time are settled on the 5th business day after the valuation day using the NAVPU of that valuation day as the basis for settlement. Valuation day is defined under Article V Section 1(a): Valuation of the Fund of the Plan Rules.
- (e) Partial redemption or redemption of unitholdings less than the outstanding units is allowed and shall be based on the applicable NAVPU for the day. On the next business day after the partial redemption, a transaction advice shall be sent to the Trustor indicating the remaining outstanding unitholdings. Should a partial redemption result in the investment falling below the required minimum maintaining balance, the Trustee shall automatically close the account, without need of prior notification to the participant, in which case, the entire balance of the account shall be paid through credit to the TRUSTOR/s' Settlement Account based on the applicable Net Asset Value per unit for the day multiplied by the number of remaining unit holdings.
- (f) Participation and Redemption Cut-off Time. Admission and/or notice of redemption received by the Trustee on or before the cut-off time of 2:30PM shall be considered as transaction for the day. However, admission/notice of redemption received after the cut-off time shall be considered as transaction for the next applicable valuation day. Upon initial participation, the Participating Trust Agreement shall be made available to the Participant. A Confirmation of Participation or Transaction Advice shall be sent to the Participant on the next business day for subsequent transactions.
- (g) Redemption Requirements and Conditions. Redemption shall also be subject to the requirement/condition below:

Redemption Notice Period. The participant of the Fund may redeem its participation on any valuation day. Request for redemption, subject to the cut-off time specified in Section 7(f) shall be dealt with by the Trustee in chronological order according to the day that notice is received. On the next valuation day after the redemption, a Transaction Advice shall be sent to the Participant. However, the Trustee reserves the right to require from the Trustor/s a five (5) business day advanced written notice of redemption from the Fund. This required notice may be shortened or extended at the sole discretion of the Trustee depending on the liquidity position of the Fund and the frequency and volume of requests for redemption received by the Trustee at any given time. The Trustee shall communicate these by way of direct written correspondence to each participant or through the posting of announcements in the premises of the Head Office and the branches of the Trustee and through the Trustee's website not shorter than three (3) business days before any changes are implemented.

(h) Suspension of Contributions and Redemptions - Conditions for the suspension of contributions to, and redemptions from the Fund are specified in Section 5 (c): Suspension of Trading of the Appendix.

#### 8. Fees and Expenses

The Trustee shall collect from the Fund trust fees in the amount equivalent to three quarters of a percent (0.75%) p.a. based on the Net Asset Value of the Fund, net of taxes. The said fees shall accrue daily and shall be collectible from the Fund on a monthly basis.

For purchase and/or sale of the units of the Target Fund, including in the case of switching of the Target Fund, expenses such as but not limited to brokerage commission, early withdrawal charges, switching fees, sales load, or any other transaction costs payable to third party/ies shall be borne by the Fund. Such fees as well as fees and expenses charged by the Target Fund/s shall be reflected in every NAV computation of the Fund.

Any changes to the expenses charged to the Target Fund shall reflect in the returns of the Target Fund.

All rebates, waiver, and/or commissions collected by the Fund from the Target Fund/s shall redound back to the Fund.

9. Custody of Securities – Investments of the Fund shall be held for safekeeping by any BSP accredited third party custodian/s which shall perform independent marking-to-market of such investments, as well as other functions pursuant to the relevant Custodianship Agreement. The name of the third party custodian shall be indicated in the Fund's Key Information and Investment Disclosure Statement.

Investments of the Target Funds shall be held for safekeeping by an institution registered/authorized/approved by a relevant regulatory authority in its home jurisdiction to act as third party custodian.

**TARGET FUND SPECIFICATIONS**  
**Wellington Strategic European Equity Portfolio (Unhedged)**

**A. Fund Information**

Target Fund	<p><b>Wellington Strategic European Equity Portfolio<sup>1</sup></b>  Wellington Management Portfolios (Dublin) p.l.c. is an investment company with variable capital and segregated liability between Portfolios incorporated on 25 June 1997 and is authorized in Ireland as a UCITS pursuant to the regulations.</p> <p>The Company is structured as an umbrella fund. Each class of Shares issued relates to a particular Portfolio the assets of which will be invested in accordance with the investment objective applicable to such Portfolio.</p> <p>The BPI Invest European Equity Feeder Fund shall be invested in the Class S Accumulating Unhedged USD share class of the Wellington Strategic European Equity Portfolio.</p>
Regulator	Central Bank of Ireland
Investment Objective	The Target Fund seeks long-term total return (that is capital gain and yield). The Portfolio seeks to achieve this objective by investing predominantly in a diversified portfolio of European-domiciled companies that enjoy earnings and cash flow growth that are greater than the average earnings and cash flow growth of constituents of the MSCI Europe Index.
Investment Strategy/ Allowable Investments	<p>The Investment Manager employs a bottom-up stock selection process that utilizes its proprietary, fundamental research to identify stocks that have the potential for significant longer-term rewards.</p> <p>The Strategic European Equity Portfolio may invest, directly or indirectly through the use of FDIs, in equity and other securities with equity characteristics issued by companies described above, such as shares, preferred stock, warrants, depositary receipts, dividend right certificates (i.e. equity securities that confer the right to participate in profit and liquidation proceeds and certain other rights in the issuer, but do not confer voting rights) and shares of listed REITs constituted as Closed End Funds that are considered to be Transferrable Securities.</p> <p>Provided such investments are deemed by the Investment Manager to be consistent with the investment objective and investment strategy described above, the Strategic European Equity Portfolio may also invest in other securities such as: convertible bonds (generally, but not exclusively fixed rate); exchange-traded funds qualifying as collective investment schemes (such exchange-traded funds being subject to a maximum of 10% of the Net Asset Value of the Strategic European Equity Portfolio); and cash and cash equivalents.</p> <p>The Strategic European Equity Portfolio is expected to be reasonably diversified, generally holding 50 to 80 securities. Sector, country and region weights are a result of bottom-up security selection and are typically unconstrained. Generally, the Portfolio will be fully invested with a normal cash level of 5% or less.</p>
Benchmark/ Reference Index	<p><b>MSCI Europe Index</b> (the "Index")  The Index is a market capitalization weighted index that is designed to measure the equity market performance of the developed markets in Europe.</p> <p>The Index captures large and mid-cap representation across 15 Developed Markets countries in Europe. With 442 constituents, the index covers approximately 85% of the free float-adjusted market capitalization across the European Developed Markets equity universe.</p>

<sup>1</sup> The Target Fund will be renamed to *Wellington Strategic European Equity Fund* starting February 2016.

	The Index is reviewed quarterly: in February, May, August, and November.	
Domicile/Type	Dublin, Ireland/ UCITS	
Parties	Investment Manager	Wellington Management International Ltd.
	Custodian	State Street Custodial Services (Ireland) Limited
	Administrator	State Street Fund Services (Ireland) Limited
	Transfer Agent	Brown Brothers Harriman Fund Administration Services (Ireland) Limited
Valuation of Assets	<p>Securities which are listed or traded on a Market may be valued at last traded prices; where a security is listed on several exchanges, the relevant market shall be the one which constitutes the main market or the one which the Directors determine provides the fairest criteria in a value for the security. Securities listed or traded on a Market, but acquired at a premium or at a discount outside or off the relevant market may be valued taking into account the level of premium or discount outside at the date of valuation and the Custodian must ensure the adoption of such a procedure is justifiable in the context of establishing the probable realization value of the security.</p> <p>Securities which are listed or traded on a Market where the market price is unrepresentative or not available and unlisted securities shall be valued at the probable realization value estimated with care and in good faith by the Directors; a competent person appointed by the Directors and approved for the purpose by the Custodian; or any other means provided the value is approved by the Custodian.</p>	
Other Important Information	Inception Date	March 2014
	Bloomberg Code	WSENUH
	Country Registration	Singapore (for accredited investors only), France, Germany, Italy, Norway, Spain, Sweden, Switzerland
	Share Class and ISIN	Class S Accumulating Unhedged USD ISIN: IE00B9FQ4253

## B. Fees and Expenses

The Company shall pay from the assets attributable to each class of Shares of a Portfolio, a fee based on a percentage of net assets attributable to such class of Shares, which is accrued daily and paid quarterly in arrears to the Investment Manager of the Portfolio at an annual rate as disclosed below. The Investment Manager shall be responsible for its own out-of-pocket expenses. The Fees that may be charged to the Fund are listed below:

Fees and Expenses	Description	Per Annum
Investment Management Fee	Management Fee	<b>0.70%</b>
Administrator, Transfer Agent and Custodian Fees	<p>The Custodian shall be entitled to a fee which is accrued daily and paid monthly in arrears at an annual rate of 0.0075% of net assets for US assets, subject to minimum monthly fee of US \$2,000 in respect of such US assets, and ranging from 0.024% to 0.32% of net assets for non US assets. In addition, the Custodian will also be entitled to receive transaction charges at normal commercial rates.</p> <p>The Administrator shall be entitled to a fee which is accrued daily and paid monthly in arrears at an annual rate of up to 0.07% of net assets, subject to a minimum monthly fee of US \$4,000 per Portfolio if combined assets of the Company fall below US \$800 million as well as a fee for financial statement preparation at normal commercial rates. The Custodian, Administrator and Transfer Agent will be entitled to be reimbursed their properly vouched reasonable out-of-pocket expenses, from the assets of the relevant Portfolios.</p>	<p>Operating Expense Cap*: <b>0.25%</b></p>

	The Transfer Agent will be entitled to receive shareholder account opening, maintenance and transaction charges, which will include but are not limited to charges relating to share class maintenance and the processing of distribution fees and rebates of the investment management fees.	
Other Operating Expenses	The Company will pay out of the assets of each Portfolio (or the relevant class), all other expenses of the relevant Portfolio (or the relevant class) including but not limited to any fees in respect of circulating details of the Net Asset Value, stamp duties, insurance, taxes, company secretarial fees, brokerage or other expenses of acquiring and disposing investments, costs associated with execution/trading or settlement platforms, the fees and expenses of the auditors, tax, legal advisers and directors, the fees connected with the filing of class action lawsuits and fees connected with listing on the Irish Stock Exchange or any other stock exchange. The costs of printing and distributing of reports, accounts and any explanatory memoranda, any necessary translation fees, publishing prices and any costs incurred as a result of periodic updates of the Prospectus, registration of shares in any country, including the costs of any agent or representative whose fees will be at normal commercial rates or of a change in law or the introduction of any law (including any costs incurred as a result of compliance with any applicable code, whether or not having the force of law) will also be paid by the Company.	
<b>Total Expense Ratio**</b>		<b>0.81%</b>

\* The cap may be eliminated or revised in the future.

\*\* The Total Expense Ratio may change over time and may also be referred to as an “ongoing charge.”

### C. Select Investment Risks

**Manager Risk** – Investment performance depends on the investment management team and their investment strategies. If the strategies do not perform as expected, if opportunities to implement them do not arise, or if the team does not implement its investment strategies successfully; then a Portfolio may underperform or experience losses.

**Currency Risk** – Because a Portfolio may invest in securities and hold active currency positions that are denominated in currencies other than its Base and/or Dealing currency, each Portfolio may be exposed to currency exchange risk. For example, changes in exchange rates between currencies or the conversion from one currency to another may cause the value of a Portfolio's investments to diminish or increase.

**Equity Risk** – Equity shares of companies will fluctuate due to market, economic, political and other factors. Such fluctuations may be substantial, and the fluctuation of small and mid-cap companies may be greater than would occur in similar market conditions for the equity shares of larger capitalization companies.

**Liquidity Risk** – Liquidity is an indicator of how easily an investment may be converted into cash. An investment may be less liquid if it is not widely traded or if there are restrictions imposed by the exchange where the trading takes place or by the issuer. The sale of any thinly traded or illiquid investments may be possible only at substantial discounts or at discounts to the values at which a Portfolio is carrying them. If a Portfolio is forced to sell thinly traded or illiquid securities in order to meet redemption requests and/or its ongoing objective, such sales may result in a reduction in the Portfolio's Net Asset Value.

**Market Risk** – The success of any investment activity is affected by general economic conditions which affect the level and volatility of prices as well the liquidity of the markets. The

prices of many securities and derivative instruments are highly volatile. The prices of investments and the income from them, and therefore the value of, and income from, Shares can fall as well as rise.

The price movements of the instruments which a Portfolio will acquire or sell are influenced, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events. Governments from time to time intervene, directly and by regulation, in certain markets, particularly those in currencies and interest rates, disrupting strategies focusing on these sectors.

*References: Ireland Prospectus dated 26 January 2015.*

*Fund Fact Sheet dated September 2015. <http://www.msci.com>*