

# Unit 903 National Life Insurance Building, 6762 Ayala Avenue, Makati City 1226, Philippines Office: (632) 812-5905 and 892-4679 PSE Trading Floor: (632) 891-9701 and 891-9704 Fax: (632) 813-1682 Email: securities.specialists@gmail.com

SECURITIES	SPECIALIS					•			•	•		N FORM		
ACCOUNT IT	ndividual Join	t "And" Joint "A	ind/Or"	Corporate	Oth	ers, please specify	:		Wal	lk-in Client	Solicited (	Client Existing Clie		
ACCOUNT Cash Margin Discretionary Institutional							Bonds Trading CLIE				IT CODE:			
TYPE The account can be operated by : Any one signature Any two signature							Others, please specify:				OMMISSION: COMMISSION RATE:			
Full Company or Partnership Name for Institutional and Joint Account Investors														
FOR INSTITUTIONAL ACCOUNT - SEC Registration No.:  Name of Investor (Last, First, Middle Name)  Country and Date of Registration:														
Name of Inv	estor (Last,	First, Middle I	lame)											
Present Residence	Address (Number, S	Street, Town/City, Pr	ovince, Cou	ntry, Zip Coo	de) P	ermanent Res	idenc	e Address (N	lumber, Stree	et, Town/City	, Province,	Country, Zip Code)		
Business Address (	ovince, (	Country, Zip Code) E-M				iil Address								
Occupation Nature of Work / Business						Taxpayer's ID No. (TIN)				SSS or GSIS Number				
Residence Phone N	esidence Fax Numbe	ax Number Business Phone			umber	Business Fax Number			Mobile Phone Number					
Citizenship / Nation	ality Se		Birthday	(mm/dd/yy)		Birthplace Of Legal Age?						gal Age? Yes No		
Civil Status		ied - Name of Spouse				Number of Dep								
Is your Employer a Registered Broker Dealer? Yes No Are you an Officer / Director of a listed company?														
Are you an Officer, Director or Shareholder of a Broker Dealer? Yes No							Yes No If YES, state:							
If YES, identify the Broker Dealer and describe relationship							Name of Corporation							
Name of Attorney In-Fact (if applicable)							Position							
Corporate Account	: Indicate name of	f person/s authorize	to transac	t on behalf o	f the Co	mpany								
Name							Position Signature							
Name							Position				Signature			
Name							Position				Signature			
Discretions w. Access	nt . Indianto nom	a of november /a accthou	inad ta avar	siaa diaawatia										
Discretionary Account : Indicate name of person/s authorized to exercise discretion  Name							Date of discretion granted				Signature			
· ·	tained by a Repres	entative, state Name	e and Addre	ss of BENEFI	ICIAL O	WNER Address								
Name						Address								
Individual Account :	Specimen Signat	rure/s												
Signature				Signature										
Investment Speculation Preservation of Capital Expo							ears of Less than 1 year More than 5 years tal Market Less than 5 years More than 10 years estment:							
Source/s of Fun	 nds	Annual Income:	Less	than 1M		s than 5M	M	lore than 5		ers, please i	indicate:			
		Assets:	Less	than 1M	Les	s than 5M	M	lore than 5i	M Othe	ers, please i	indicate:			
		Net Worth:	Less	than 1M	Les	s than 5M	М	lore than 51	M Othe	ers, please i	indicate:			
,		ncial information rec	uired, pleas	e indicate re	eason/s:									
Do you have accour	nts with other brok	er dealers? Yes	No	If YE	S, plea	se indicate n	ame/	s of broker	/s:					
Customer's Bank Branch							Account Type Account Number							
Settlement / Delive	Debit /	Credit Doo	cumer	ntation of Ce	ertificate	Client's	Name	SSI's Name						
Confirmation of Orders would be via: Courier Facsimile E-Mail (For Facsimile or electronic transmission, please confirm Orders not later than 12:00 noon of the next business day)  Are duplicate confirmations required?  If YES, state Name, Relationship and Address of Recipient														
Are duplicate confirming Ye		If YES, State	Name, Rela	tionsnip and	Address	s of Recipient								
Statement / Trade Confirmations / Other Correspondence Disposition: Mail Deliver ( Home Office) Pick - Up														
REFERRED BY APPROVED BY ACCOUNT MANAGER								DATE APPROVED						
I hereby undertake	e to ensure that I	will comply with mon and agreement to	ny obligatio	ns under SF lient aareer	RC Rule	30.2-1 of the	e imp	olementing i	rules and reg	gulations of	the Secur	ities Regulation Code client or obligation		
I hereby undertake to ensure that I will comply with my obligations under SRC Rule and of the client account information and agreement form. The client agreement sh of Securities Specialists, Inc. (SSI). SSI undertakes to notify the client in writing of ninformation provided in this form and agreement.  SIGNATURE OVER PRINTED NAME OF SALESPERSON and DATE							SIGNATURE OVER PRINTED NAME OF ASSOCIATED PERSON and DATE							
CAIF ENCODED BY: DATE:							REVIEWED BY: DATE:							

## **CLIENT AGREEMENT**

#### **Terms and Conditions**

This is to confirm my understanding that Securities Specialists, Inc. ("SSI") will act as my Broker (the "BROKER") for my transactions in securities. As a client (the "CLIENT") of SSI, I also confirm that all my orders for purchases or sales of securities shall be subject to the prevailing rules of the Philippine Stock Exchange, Inc. ("PSE") or any exchange in which SSI is a member, to the regulations of the Securities and Exchange Commission ("SEC") and to the following terms and conditions:

# 1. REPRESENTATION AND WARRANTIES

The CLIENT hereby represents and warrants that (i) for natural persons, he/she possesses the legal capacity and is not suffering from any legal impediment, to execute this agreement and comply with all its terms and conditions; (ii) for juridical persons, that it is duly organized and existing in accordance with Philippine Laws (if domestic entity) or laws of the country of its origin (if a foreign entity), and that its representative/signatory to this agreement has been given the appropriate and necessary legal authority to execute and comply with the terms and conditions of this agreement for and on its behalf, (iii) for foreign juridical persons, the execution, delivery, performance and observance of the provisions of this agreement will not violate any laws of their country; and (iv) the signature(s) of the CLIENT or its representatives appearing herein below is/are the genuine, official and authorized signature(s) of said party insofar as its account with the BROKER is concerned and said signature may at all times be referred to by the BROKER for verification purposes for any transaction covered by this agreement.

## 2. ORDER TAKING

Orders for the purchase and sale of securities made to the BROKER by the CLIENT shall be subject to the following conditions, provided that it is not inconsistent with any laws, rules and regulations and policies issued by the SEC, PSE and its Clearing House, or any agency of the Philippine Government: the CLIENT can make the order verbally (whether in person, through the telephone or other similar means), in writing or through an authorized representative. The BROKER may rely upon or act in accordance with such orders. In acting upon the orders and instructions of the CLIENT, received through any of the above mentioned means, the CLIENT hereby agrees that (i) the BROKER shall not be liable for any losses or damages suffered by the CLIENT if the BROKER acts upon such instructions. Provided that the BROKER acts in good faith; and (ii) the CLIENT shall indemnify the BROKER against all losses and damages incurred or sustained by the BROKER in relying upon such instructions. The BROKER shall exert its best efforts in complying with such orders and instructions but without any warranties that said orders and instructions will be carried out.

# 3. CONFIRMATION NOTICE

Once the BROKER issues and sends a confirmation notice of the order referred to in Section 2, the CLIENT is immediately bound to the transaction involved therein and any agreement, condition, commitment, undertaking or option which the BROKER agreed to must be complied with by the CLIENT. In pursuing any transaction for the CLIENT, the BROKER does not warrant the quality or condition of any security,

or its issuer or seller. In addition, the BROKER does not warrant that any order placed can be or has been executed unless the confirmation notice is issued. The contents of confirmation notices sent to the CLIENT's address indicated herein shall be deemed conclusive upon the CLIENT as to their correctness, unless within twenty four (24) hours from receipt thereof or not later than 12:00 noon of the next business day for orders confirmed via facsimile transmission or electronic mail, written notice of any objection is served upon the BROKER. The provisions of these Terms and Conditions shall be deemed incorporated by reference in all confirmation notices issued to the CLIENT regarding execution of his orders.

#### 4. PAYMENT/SETTLEMENT

- 4.1. In a BUY ORDER, the CLIENT shall pay and remit to the BROKER the entire value of the purchase transaction including all the related expenses within three (3) working days from the date the BROKER made the purchase, or earlier, if the prescribed settlement period is changed by the SEC/PSE. Upon purchase, the securities shall be registered in the name of the BROKER until the CLIENT pays fully the total transaction value. Once cleared funds are received by the BROKER and upon receipt of written instructions from the CLIENT, the corresponding certificates may be made out in the name of the CLIENT, if so instructed, subject to the regular course of clearing and compliance by the Clearing House / Transfer Agents with SSI's transfer instructions. Should the Client fail to remit the required payment within the agreed period, the BROKER is authorized to dispose and sell the securities for payment of the cost. Any shortfall between the purchase and disposition cost or any debit balance shall be paid by the CLIENT. Any outstanding debit balance shall be charged interest based on the average 91-day Treasury Bill rate plus 2% monthly computed from the time when due until full payment. All payments made to the BROKER shall be made in freely transferable, cleared and available funds in such currency and to such accounts as the BROKER may specify and shall be made without set off or counter claim and free and clear of and without deduction for, or an account of, all present and future taxes, levies, imposts, stamp duties, deductions, charges and withholdings. Payments made by check shall only have the effect of payment when cleared by the drawee bank. When required by the BROKER, the CLIENT agrees to make a deposit on all purchases equivalent to the amount required. The BROKER may, however, at any time cancel in writing any waiver of deposit requirements. The CLIENT hereby also authorizes the BROKER, without need of any further notice, to pledge any securities beneficially owned by the CLIENT, either separately or in common with other securities, for any amount due from the CLIENT's account(s). In addition to the foregoing, the BROKER shall be entitled to set off any amount payable by it pursuant to this account against any amount owing from the CLIENT pursuant to this account or any of the CLIENT's accounts held carried by the BROKER (either held individually or jointly with others) which are due
- 4.2. In case of SELL ORDERS, the CLIENT should have the securities subject of the sell order in custody of SSI in scripless form, lodged in SSI's

and demandable.

account with the Philippine Central Depository within three (3) days from the date of sale. The delivery of stock certificate in physical form will not constitute valid delivery for purpose of settlement the sell order. CLIENT who has the intention of selling of stocks in certificate form should have them cleared by the relevant Clearing House for the securities through SSI ten (10) days prior to selling. The proceeds of the sale of securities shall be delivered to the CLIENT within three (3) days from the date of sale, unless the CLIENT directs or otherwise advices SSI in writing.

- . For the purpose of selling, buying or performing other acts stated herein, the CLIENT 4.3. hereby irrevocably appoints and constitutes the BROKER, its officers, employees or successorsin-interest and/or assigns as well as any subagent, broker, attorney-in-fact it may appoint for that purpose, as the CLIENT's true and lawful attorney with full power and authority to buy or sell, lend or borrow securities, or otherwise act for any of the CLIENT's account(s) (whether carried individually or jointly with others), to agree upon the price of said securities, execute bills of sale, receipts, assignments of all the CLIENT's rights, title and interest to the purchaser(s) thereof or such other instruments in writing or documents as may be necessary and to deliver or accept delivery of the corresponding stock certificates and/or which the BROKER may directly or indirectly do or cause to be done in accordance with the powers herein conferred, all of which are hereby deemed ratified by the CLIENT in all respects. For this purpose, the BROKER shall be entitled to rely on any instructions, notices and communications which it believes to have originated from the CLIENT and the latter shall be bound thereby.
- 4.4. If SSI, in the event of death of either party to such common account, and in reliance upon this instrument, deal with or in any manner pay, deliver to, credit or trust either party to such common account, and any all deeds and things done or suffered by or for either party to such account or in their names and on their behalf shall, as to SSI, be binding upon the parties to such common account, their representative/s, assign/s. heirs and successors-in-interest.

## 5. COLLATERAL

- Any and all money or securities or contracts relating thereto, now or hereafter held or carried by SSI in any of the CLIENT's account(s) (either individually or jointly with others), are to be held by SSI as security or collateral for the payment of any liability to SSI in any of said account(s), with the right on the part of SSI to transfer monies or securities from any one account(s) to another when in the sole and exclusive judgment of SSI, such transfer may be necessary; and all such securities may from time to time, and without notice be pledged by SSI, either separately or in common with other securities, for any amount due upon the CLIENT's account(s), without SSI retaining in its possession or control for delivery a like amount or similar securities.
- from the CLIENT, SSI is specifically authorized to lend, either separately or with other securities, to either itself as brokers or to others, any securities held by SSI on margin (or the account(s) of the CLIENT or as collateral thereof. For street certificates held by SSI, SSI is also authorized to sign proxies, subscription agreements, or avail of any stock rights for the

CLIENT's benefit.

#### 6. POWER OF ATTORNEY

- SSI shall have the right, whenever in sole or exclusive discretion, and whenever necessary for its protection or in the event that (i) petition for bankruptcy, or for appointment of a receiver is filed by or against the CLIENT, or (ii) and attachment is levied against the CLIENT's account(s) with SSI, or (iii) the CLIENT fails to comply with the provision of Section 4 hereof, and in all cases, regardless whether the account is carried individually or jointly with others: to buy any or all securities and commodities which may be short in such account(s) as well as to transfer money or securities from any one of the accounts to another and to close any or all outstanding contracts all without the need of notice or demand for margin, additional security or collateral, or notice of the sale or purchase, or any other notice or advertisement all of which are hereby waived, and in case of sale at public auction or on an exchange, SSI may be purchaser for its own account. Notwithstanding the foregoing, the CLIENT shall be liable for any deficiency remaining in any such account(s) in the event of liquidation thereof in whole or in part by SSI or by the CLIENT.
- For the purpose of selling, buying or performing other acts pursuant to the above paragraph the CLIENT hereby irrevocably appoints SSI its successors or assigns as its attorney-in-fact with power to sell, buy or act for any of the account(s) of the CLIENT (whether carried individually or jointly with others) to agree upon the price of said securities, execute bills of sale, receipts, assignments of all the CLIENT's rights, titles and interests to the purchaser(s) thereof. SSI is also authorized to deliver or accept delivery of the corresponding stock certificates and/or portions of the securities held under any of the account(s) of the CLIENT (whether carried individually or jointly with others) and herein pledged to be transferred to the name of SSI or its nominee. All acts, which SSI may do or cause to be done in accordance with the power herein conferred upon SSI, are hereby deemed ratified by the CLIENT.

## 7. COMMUNICATIONS

All communication, whether by mail, telegraph, fax, telephone, messenger or otherwise which is sent by the BROKER to the address or through the contact number appearing in the Customer Account Information Form of the CLIENT, shall be considered personally delivered to and received by the CLIENT. It is agreed that all the addresses or contact numbers given by the CLIENT are conclusive as to its correctness except when the CLIENT provides written notice of a change in address or contact number and such notice was received by the BROKER at least twenty four (24) hours before any communication is sent.

# 8. FEES

- 8.1. In consideration of the services rendered by the BROKER under Section 4, the CLIENT hereby agrees to pay the BROKER (i) commissions at such rates as may be from time to time communicated to the CLIENT; (ii) transfer fees upon actual transfer of the certificate issued to the CLIENT; (iii) documentary stamp taxes and (iv) other levies and duties thereon. The amount due as provided herein shall be delivered in full to the BROKER within the same period required under Section 4.1 hereof.
- 8.2. In the event of any controversy or litigation

arising out of this agreement, the BROKER's books shall be final and conclusive evidence of the amount due to the BROKER. It is further agreed that this agreement and any controversy arising hereunder shall be subject to the provisions of the Philippine Constitution and rules and regulations of the Securities and Exchange Commission, the Philippine Stock Exchange, the Philippine Central Depository an the Philippine Clearing House and customs usages and practices of the foregoing, it is being understood that the said provision, customs, usages and practices shall for all intents and purposes be deemed an integral parts of this agreement. The BROKER, in addition to other amounts which the Court shall adjudicate In its favor, shall be entitled to recover liquidated damages which shall not be less than twenty five percent (25%) of the total amount claimed or fifty thousand pesos (Php50,000), whichever is greater. The venue of all actions not falling within the exclusive jurisdiction of the SEC must be filed with the trial courts of the City of Makati to the exclusion of all other similar courts of concurrent jurisdiction.

8.3. While the securities subject of the foregoing terms and conditions are in the BROKER's possession, their custody shall be governed by the Safekeeping Agreement which the CLIENT has executed.

#### 9. STATEMENTS

The BROKER will provide the CLIENT with monthly statements (in such form as the BROKER may determine) setting forth the list of securities held for the CLIENT's account(s), if any, in the name of the BROKER, its agents or nominees and details of all transactions entered into since the date of the preceding statement (if any) and containing such further information as the BROKER may consider relevant.

## 10. NO WAIVER

No failure or delay or partial exercise on the part of the BROKER in exercising any right, power or remedy upon the CLIENT's breach or default of any of the provisions herein shall impair such right, power or remedy. All remedies afforded to the BROKER under the law or this Agreement or otherwise in its favor shall be cumulative and not alternative.

## 11. DISCLOSURE

The CLIENT acknowledges that the applicable laws may require the disclosure of information relating to the CLIENT and/or the accounts to a regulatory authority (any body that has legal authority in the Philippines to regulate the conduct of the CLIENT, BROKER or any Exchange, Clearing House). The CLIENT hereby authorizes SSI whether during the continuance or after the termination of the Agreement, to disclose to any regulatory authority all such information and to provide such authorities with all such documents (or copies) in SSI's possession as may be legally requested by the regulatory authority, including without limitation and the name of the CLIENT and where known by SSI, the identity of the ultimate beneficiary for which transactions are effected by the CLIENT, and the financial position of the CLIENT for the time being as may be known to SSI. The CLIENT shall not hold SSI liable for any consequences arising out such disclosure.

# 12. SEVERABILITY

If any one or more of the provisions contained in this Agreement or any other

document executed in connection herewith shall be invalid, illegal or unenforceable in any respect, the validity, reality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## 13. EFFECTIVITY

This agreement shall take effect immediately and shall not be revoked by either party except upon five (5) days prior written notice to the other party. All transactions entered into before the effectivity of the revocation is binding and effective on the parties and their respective successors and assigns.

## SAFEKEEPING AGREEMENT

## **Terms and Conditions**

The Securities subject of this Agreement (the "Securities") are received for the reason(s) herein stated only and no other. In case of any discrepancy, please notify Securities Specialists, Inc. ("SSI") within three (3) days from receipt. Any later objections will not be considered by SSI.

- 1. When required by SSI, a charge in accordance with SSI's prevailing Safekeeping Charges will be applied each month or a fraction thereof during which the Securities are held.
- 2. SSI will give the Securities the same degree of physical care that it gives its own property, but does not assume responsibility beyond that. SSI shall not be liable for any loss or damage to the Securities or impairment in their value except those directly caused by acts amount to fraud or gross negligence by SSI. SSI shall not be responsible for any form of damages or other liability arising from its performance of this Agreement.
- 3. The Securities may be kept by SSI in its offices or may be deposited with the Philippine Central Depository (PCD) or with any depository at its discretion.
- 4. The Securities will be held in SSI's custody at my/our sole risk as regard any laws, decrees, or regulations or mandates, fortuitous events and/or any act of war, warlike operations, seizure, destruction or impairment of property, promulgated and/or done by any government authority.
- 5. It is agreed that SSI has no responsibility for the collection of coupons, interest or dividends on the Securities except as provided by law. SSI also accepts no responsibility for the receipt and/or forwarding of any communication relative to the Securities.
- 6. SSI shall comply with all laws, writs or juridical or administrative orders, processes or regulations without my/our obligation to confirm or question the legality or constitutionality of such order, process or regulation. In the case of orders and processes, SSI shall be authorized to act on the basis of documents or copies which SSI at its discretion believes to be genuine without any duty to ascertain their authenticity.
- 7. In all cases where SSI is of the opinion that it will be subjected to any claim or demand for taxes, or be required to comply with any law, order, process or regulation, it may withhold payment or any sums due to me/us until SSI shall have received an order or a satisfactory ruling from administrative authorities or from the courts which would allow the release thereof under circumstances which, in SSI's opinion, forecloses the possibility of liability attaching to

- SSI. For this purpose, SSI may, seek the assistance of any lawyer, accountant or other experts.
- 8. I/We agree to reimburse SSI for all expenses including attorney's fees, and for all charges and taxes incurred or paid in good faith by it, or because of my/our failure to comply with my/our obligations hereunder. I/We further hold SSI harmless from all claims, demands and liabilities which may be made against it. All sums due SSI shall be payable on the date due without need of demand. Any of my/our unpaid account shall bear interest based on the average 91-day Treasury Bill rate computed from the time I/we incur until full payment, plus two percent (2%) per month, without need of demand.
- 9. The Securities shall be held or disposed of by SSI in accordance with the terms and conditions of this Agreement and any other agreement between my/ourselves and SSI relating to the Securities; and in the absence of any such agreement/s, at SSI's discretion, at my/our order, provided that SSI shall have the right to retain the Securities pledged or in which SSI has any security interest until full payment of what may be due by reason of the deposit or otherwise, to SSI. In case of any claims made upon the Securities by any third person, SSI shall notify me/us of such claims and, at its discretion and without liability on its part, return the same or reason to the courts to interplead.
- 10. All deposits and withdrawals of all, some or any of the Securities made by me/us from SSI's custody shall be signed evidenced by appropriate receipts. Any receipt or acknowledgment signed by me/ourselves, my/our agent or representative is conclusive evidence of the delivery or withdrawal of the certificates of stock therein specified.
- 11. Venue of any action arising under this Agreement shall be in the proper courts of the City of Makati, Metro Manila, Philippines, and all other available venues of suit being waived.
- 12. This Agreement shall take effect upon the confirmation of the purchase of the Securities and shall continue in full force and effect until disposition thereof in the manner provided in this Agreement, unless otherwise terminated either by SSI or me/ourselves by giving the other at least five (5) days prior written notice of termination.
- 13. This Agreement and deposits and withdrawals on this account are governed by and subject to the laws and applicable rules and regulations in effect in the Republic of the Philippines.

## LIABILITY, RISK AND INDEMNIFICATION STATEMENT

The CLIENT understands that the stock market is a rapidly changing market and there is an inherent risk in incurring loss in securities transactions which shall be for the CLIENT's account. For this reason, the CLIENT hereby holds the BROKER free and harmless against any and all costs, losses, damages, fines, penalties and taxes which it may incur arising out of or in connection with the exercise of any of its functions and powers herein authorized, except those arising from fraud or gross negligence and in the latter case, without responsibility for all damages except actual damages. The BROKER, when acting upon any order or instruction of the CLIENT, shall not be liable to any third party in case any suit, litigation or controversy is filed arising from any transaction entered into for and on behalf of the CLIENT. In case the BROKER is sued, the CLIENT shall assume full and sole responsibility and shall indemnify and absolve the BROKER from any liability whatsoever.

The CLIENT acknowledges that there are risks in leaving Securities in SSI's custody or in authorizing SSI to deposit Securities as collateral for loans or advances made to SSI or authorizing SSI to borrow or loan Securities and the CLIENT is prepared to accept such risks notwithstanding that in these circumstances, the CLIENT faces the risk of loss of such Securities.

# **UNDERTAKING**

I/We hereby certify that I/We have read, understood and agree to be bound by the foregoing terms and conditions on Client Agreement, Safekeeping Agreement and the Liability, Risk and Indemnification statement and evidence my/our receipt of a copy of the aforementioned Agreements.

I/We have participated in an interview or meeting conducted by an associated person or salesman designated by SSI at which meeting/interview compliance matters relevant to my/our investment activities as a customer were discussed. I/We undertake to promptly notify SSI in writing in the event of any material change to the information provided in this Customer Account Information Form.

Client's Signature over Printed Name	Client's Signature over Printed Name
Client's Signature over Printed Name	Client's Signature over Printed Name
Client's Signature over Printed Name	Client's Signature over Printed Name