

Terms and Conditions (v092023)

In this Agreement, "I", "me", "my", "our", "we", and "us" refer to the individual(s), corporation(s), duly authorized representatives or party/ies who is/are the Account owner(s), has/have an interest in the Account(s), and consent(s) to be bound by the terms of this Agreement. On the other hand, "you", "your", "Company", "FMSBC", and "FirstMetroSec" refer to First Metro Securities Brokerage Corporation, its employees, officers and directors. First Metro Securities Brokerage Corporation is a registered SEC licensed stockbroker.

"Metrobank" shall refer to Metropolitan Bank and Trust Company, a universal bank organized and existing under the laws of the Philippines.

"Metrobank Group" means Metrobank, its subsidiaries, affiliates and partners.

"Online Trading Facility" refers to the trading platforms of FirstMetroSec where clients can execute buying and selling securities with the use of internet, communication network or other available technology. Trading platforms are as follows: www.firstmetrosec.ph, www.firstmetrosec.com.ph, my.firstmetrosec.com.ph, pro.firstmetrosec.com.ph, pro2.firstmetrosec.com.ph and mobile application: firstmetrosec.go.

"Trade Settlement Account" means the bank account enrolled by client upon account opening for the purpose of receiving proceeds of trades.

"Website" refers to www.firstmetrosec.com.ph or other sites authorized by First Metro Securities Brokerage Corporation.

References to the Securities and Exchange Commission ("SEC"), the Philippine Stock Exchange ("PSE" or the "Exchange"), the Bangko Sentral ng Pilipinas ("BSP"), the Anti-Money Laundering Council ("AMLC"), The Philippine Dealing & Exchange Corp. (PDEX), the Philippine Depository and Trust Corporation (PDTC), the Capital Markets Integrity Corporation ("CMIC"), the Securities Clearing Corporation of the Philippines ("SCCP") and the Bureau of the Treasury (BT) shall be deemed to refer also to their successors in interests and assigns.

In consideration of my/our application to open a securities trading account ("Account") with your Company, I/We hereby appoint you as my stockbroker and I/We agree that all of the transactions made under the Account shall be governed by the laws, rules, and regulations of the SEC, PSE, CMIC, SCCP, BSP, AMLC, and all other pertinent government agencies and instrumentalities, the Foreign Accounts Tax Compliance Act ("FATCA"), Republic Act No. 10173 or the Data Privacy Act of 2012, as amended (Data Privacy Act) and customs and usages of the foregoing, and other applicable government authority, and the following terms and conditions:

- 1. Account Opening and Client Identification.** Account may be opened for me/us subject to my/our submission of the documents acceptable to the Company, including my/our compliance with the minimum client information, per BSP, SEC, PSE, SCCP, AMLC regulations and other relevant issuances, and after verification of my/our identity, signature and other pertinent details and other relevant information which the Company policies and law may require. All Accounts opened with the Company shall be covered by these Terms and Conditions and other account opening forms ("Agreement"). I/We am/are aware of your explicit policy that business transactions will not be conducted with me/us if I/We fail to provide satisfactory evidence of my/our identity(ies) upon opening my Account(s) with you. The signature(s) appearing on the Signature Card is true and official signature(s) of the Account and may be used for verification of the said signature at all times and for all purposes.
- 2. Warranty of Information.** I/We represent and warrant that all data, information, and documents provided or submitted by me/us pursuant to this Agreement, including the Customer Account Information Form (CAIF), are true, complete, current, and accurate. I/We undertake to update all of my/our information/records, particularly those indicated in my/our CAIF, and submit documents in support thereof, at least once every two (2) years or upon your request. In case of any change in said information, including but not limited to the change of my/our status from "non-U.S. Person" to "U.S. Person", as defined under FATCA, I/We shall inform and furnish you with all necessary supporting documents within thirty (30) calendar days from the occurrence of such change without need of demand. I/We acknowledge that it is my/our responsibility to keep my/our information current. Failure to update my/our information and submit required documentation within a given period when required by the Company shall give you the right to withhold payments on my/our Account and be a ground for closure of my/our account pursuant to Section 24 of this Agreement. In the absence of any change, you shall consider all the information in my/our Account as current until I/We update them. I/We also hereby authorize you to conduct such credit or background checks to verify any information provided by me/us, and to ascertain my/our financial situation and investment objectives.
- 3. Authority to Process and Share Information.** I/We hereby authorize you, your directors, officers, representatives and subsidiaries/affiliates to process, obtain, collect, record, organize, store, update, modify, use, access, and/or share/disclose within the Metrobank Group and/or third-party service providers or other entities that you may engage in the conduct of your business in providing services to your clients, with corresponding duty to keep such information/data/opinion confidential, without prior notice to me/us, relevant Account information/data/opinion pertaining to me/us, including but not limited to personal circumstances, privileged information, sensitive personal information, as defined under the Data Privacy Act, information in the CAIF, Account opening, Account balances and any and all other information pertaining to all of my/our Account/s now existing or which may hereafter to be opened, whether or not assigned as collateral, which authorization/consent in your favor and/or Metrobank Group is sufficient and in accordance with all bank deposit secrecy laws, including but not limited to, Republic Act No. 1405 or the Law on Secrecy of Bank Deposits, Republic Act No. 6426 or the Foreign Currency Deposit Act and Republic Act No. 8791 or the General Banking Law, as well as the Data Privacy Act and other confidentiality laws enforced or which may hereinafter enforced. The absence of any written notice to the contrary shall be deemed as a continuing authorization and/or consent by me/us as given hereto.

I/We am/are allowing you to disclose any and all information relating to my/our Account to the SEC and its Self-Regulatory Organization such as the PSE and CMIC, to the BSP, AMLC, and other regulatory bodies if said information is requested by them in the course of an investigation, examination, official inquiry or as part of the surveillance procedures or compliance with other pertinent laws. Further, I/We shall provide you with, and allow you to have access, to any and all information, records, and documents, as may be necessary or required by you and/or your authorized representative in connection with the conduct of the said investigation/examination/inquiry/inspection.

In compliance with FATCA, in the event that the Company discovers that the I/We am/are a U.S. Person, you, your subsidiaries, and affiliates, are hereby absolutely and unconditionally authorized to report and disclose to the U.S. Internal Revenue Service the required information. Further, I/We hereby acknowledge that you shall operate the Account on the basis of such declaration. I/We hereby release and hold you, your directors, officers, staff, representative, and/or agent, free and harmless from any liabilities, suits, actions, losses, and/or damages that may arise out of such disclosure.

By availing of the Company and Metrobank Group's over-the-counter payment services via debit from my/our Account, I/We authorize and give my/our consent for you to disclose my/our Account number and Account name to Metrobank or other banks or government institutions for record-keeping and for any legal purposes it may serve.

Finally, I/We consent to the collection, processing, storage, use, disclosure, or sharing of my/our personal information to the Company's marketing team to employ various analytics to gain insights and improve your services or for marketing purposes provided that I/We have the option to exercise my/our right to withdraw such consent at any time by providing notice to you.

- 4. AMLA Compliance.** If I/we am/are engaged in Money Services Business (MSB), I/We likewise authorize you, the Company and/or its authorized representative/s to conduct audit/inspection/examination on me/us, at my/our expense, including but not limited to my business operations, types of customers and customer profile, distribution channel, jurisdictions which I/We am/are exposed to, my/our business' Anti-Money Laundering and Combating the Financing of Terrorism (AML/ CFT) program and measures, and compliance with all applicable AML/ CTF laws, rules and regulations, and to verify/check if all the information/ data, and documents, representations, certifications, and declarations made and/or provided by me/us or my/our business to you, the Company, are true, correct and accurate.
- 5. Buy and Sell Orders.** Any order made by me/us for the purchase or sale of securities shall be binding on me/us (i) upon making the order online through the Website, verbally (whether in person, through the telephone or other similar means), in writing (by fax, by telex or by e-mail), through the Short Messaging Service (SMS or text) or through an authorized person, and (ii) upon receipt of confirmation notice duly signed by your authorized officer or sent through the Website. You may rely or act upon such orders, and you shall not be liable for any loss or damage suffered by me/us, provided that you act in good faith.

You require that the net value of the securities I/We order to be purchased be within the total of my/our available funds and approved credit limit on my/our trading transaction before your execution of the order, or in the case of securities to be sold, I/We understand that you require advance delivery of securities duly endorsed and cleared by the transfer office before your execution of the sell order.

In the event a purchase order is intentionally or inadvertently accepted and executed without sufficient funds in my/our Account, you may, at your discretion, cancel the order or liquidate the shares bought. I/We shall be responsible for all orders, including those which exceed the available funds in the Account. Any loss resulting from liquidation of securities purchased without sufficient funds shall be borne by me/us. Further, all unpaid balances in the Account shall be subject to interest charges at the rate of 12% per annum.

In the event a sell order is intentionally or inadvertently accepted and executed without the required stock certificates deposited in my/our Account, I/We agree to immediately deliver to you the securities sold in good deliverable and negotiable form. I/We am/are responsible for any losses or expenses incurred by you as a result of my/our failure to make such delivery. In the event that I/We fail to immediately deliver to you the required shares, you may need to borrow the security(ies) I/We sold and did not own. I/We agree that the buy-back of the security will be for my/our Account and expense. If the securities are bought in, I/We will be responsible for any resulting losses and all associated costs incurred by you.

The proceeds of all sales will be retained in my/our account unless I/We request otherwise.

You shall have the right, whenever in your sole or exclusive discretion, and whenever necessary for your protection, in the event that: (i) a petition for bankruptcy, or for appointment of a receiver is filed by or against me/us, or (ii) an attachment is levied against my/our Account(s) with the Broker: (x) to close any or all outstanding orders, as well as, to sell any or all securities in my/our Account, (y) to transfer money or securities from any one of my/our Account(s) to another, and (z) to buy any or all securities which may be short in such Account(s), all without the need of notice or demand for margin, additional security or collateral, or notice of sale or purchase, or any other notice or advertisement, all of which are hereby waived. Any such sales or purchases may be made at your discretion and you may be purchasers or sellers for your own Account. Notwithstanding the foregoing, I/We shall, at all times, be liable for the payment of any amount owing on my/our Account(s) with you upon demand and I/We shall be liable for any deficiency remaining in any such Account(s) in the event of the liquidation thereof in whole or in part by me/us or by you. For the purpose of buying, selling, or performing other acts pursuant to the above paragraph, I/We hereby irrevocably appoint you, your successors, or assigns, as my/our attorney in fact with power to buy, sell or act, for any of my/our 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 my/our rights, title, and interest to the purchaser(s) thereof. You are also authorized to deliver or accept delivery of the corresponding stock certificates and/or any portions of the securities held under any of my/our Account(s) (whether carried individually or jointly with others) and herein pledged, to be transferred to your name or your nominee.

I/We understand that you maintain a "Customer First" policy. When you execute buy or sell orders for your own Account, you will prioritize my/our orders.

- 6. Trading Periods.** I/We understand that currently, the PSE pre-open period is from 9:00 a.m. to 9:29 a.m., that the trading session is from 9:30 a.m. to 11:59 a.m., with a market recess from 12:00 p.m. to 1:00 p.m., and the market resumes at 1:00 p.m., that the pre-close period is from 2:45 p.m. to 2:50 p.m., and that the run off period is from 2:50 p.m. to 3:00 p.m., Philippine time. These may change to any other periods that the PSE may otherwise prescribe. Orders given by me/us outside of these PSE periods (off-hours) shall be queued and posted on the next pre-open period on a first-come-first-served basis.
- 7. Fundsmart.** Subject to applicable laws and regulations, I/We acknowledge that I/We may invest in mutual funds or unit investment trust funds (UITFs) available for subscription in your Online Trading Facility. In case I/We wish to invest in said funds, I/We agree: (i) to complete the Client Suitability Assessment (CSA) with utmost honesty (ii) to submit all documentation required; (iii) to be bound by the laws, regulations, plan rules and terms and conditions as indicated in the prospectus of each fund, specifically those governing subscription, redemption and dividend payouts; (iv) to pay all fees in relation to the investment and redemption in the funds; and (v) to update the CSA at least once every three (3) years or whenever my/our characteristics, preferences or circumstances change.

I/We understand that in investing in mutual funds or UITFs, there are specific risks involved such as but not limited to interest rate risk, market/price risk, liquidity risk, credit/default risk, reinvestment risk, foreign exchange risk, country risk, and other risks brought about by the nature and value of my investment which is based on Net Asset Value per unit/share (NAVPU/S) of the fund which uses a marked-to-market valuation and therefore may fluctuate daily. I/We will be solely responsible to know and understand such risks as specified in the prospectus of

the fund. I/We understand that the past performance of such UITFs and mutual funds is not a guide to their future performance.

All references to the word "securities" in this Agreement shall be deemed to include such funds, all references to "buy", "buying", and "purchase" of such securities shall be deemed to include a subscription to such funds, and all references to "sale", "sell", and "selling" of such securities shall be deemed to include redemption of such funds. In compliance with the BSP Circular No. 1022, in relation to the UITFs, I/We hereby give my/our consent to you to share my/our personal information with your third-party service providers or the Trust Corporation for the purpose of opening a trust account under my/our account name and investing in UITFs.

8. **REITs.** I/We understand that in order to buy Real Estate Investment Trust ("REIT") shares, you are required by regulation to create an account under my/our name in the NoCD facility of the PDTC. I/We consent and authorize you to share my/our personal information, including but not limited to my/our name, mailing address, date of birth, gender, and email address for this purpose.

9. **Fixed Income.** In case I/We wish to invest in fixed income i.e. corporate bonds and treasury bonds, I/We agree: (i) to complete all documentation required; (ii) to be bound by the laws, regulations, guidelines, and procedures of BTR concerning government securities, or any relevant agreements that you may enter on my behalf for this purpose; and (iii) to pay all fees in relation to the investments.

I/We hereby consent and authorize you to create an account under my name in the NoCD facility of the PDTC for corporate bonds and/or National Registry of Scripless Securities (NRoSS) for purchases of treasury bonds and transfer the securities balances to my/our NoCD/NRoSS account upon settlement. Consequently, I/We am/are allowing you to process and share the information/details collected from me/us in setting up these account/s.

10. **Proxy.** In case of an upcoming stockholder's meetings of issuers and/or fund providers, I/We hereby authorize you to vote my/our share as if you owned it unless I/We inform you on or before the deadline to provide notice of my/our intention to attend such meeting and vote my/our shares.

11. **Tender Offer.** In case of a tender offer that will result in the delisting of a company from the PSE, in compliance with the PSE Delisting Rules, I/We hereby authorize you to tender my/our shares of the said company at your discretion unless I/We inform you on or before the deadline to provide notice that I/We do not intend to participate in the tender offer.

12. **Fees and Charges.** I/We agree to pay the then-current fees and charges upon my/our purchase and sale of securities. In case of remittance of proceeds overseas, I/We also agree to pay additional service fees. I/We acknowledge and agree that such commission rates and fees are subject to change at any time, with reasonable notice by posting such notice on the Website or by other means, and I/We agree to be bound thereby. Current fees and charges are listed in Annex A.

For the subscription and/or redemption of funds, I/We agree to pay all fees which may be imposed by the fund provider, including among others, front-end fees, back-end fees, and trail fees.

13. **Risks.**

- a. **General Risk Warning.** I/We am/are aware that **THE PRICE OF SECURITIES CAN AND DOES FLUCTUATE, AND ANY INDIVIDUAL SECURITY MAY EXPERIENCE UPWARD OR DOWNWARD MOVEMENTS, AND MAY EVEN BECOME VALUELESS. THERE IS AN INHERENT RISK THAT LOSSES MAY BE INCURRED RATHER THAN PROFIT MADE AS A RESULT OF BUYING AND SELLING SECURITIES.**

I/We understand that past performance is not a guide to future performance.

I/We understand that there is an extra risk of losing money when investing in high-risk securities. High-risk securities are securities of companies with neither a track record of profitability nor any obligation to forecast future probability. There may be risks arising out of the emerging nature of such companies and the business sectors or countries in which these companies operate. High-risks are also associated with trading in derivatives, like options and warrants. A high investment risk may be attached to any investment therein.

I/We agree that there are potential risks of investing in high-risk securities and I/We should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of high-risk securities means that the market therein may be more suited to professional and other sophisticated investors.

I/We understand that there is a risk that high-risk securities may be susceptible to higher market volatility compared to securities traded on the main board of the Philippine Stock Exchange, such as but not limited to stocks listed the small, medium, and emerging (SME) board of the PSE. No assurance is given that there will be a liquid market in such securities.

- b. **Prudence Required.** I/We understand that the risk disclosures do not purport to disclose all the risks and other significant aspects of investing in these securities. I/We should undertake my/our own research and study on the trading of high-risk securities before commencing any trading activity.
- c. **Professional Advice.** I/We acknowledge that I should seek professional advice if I/We am/are uncertain of, or have not understood any aspect of this risk disclosure statement or the nature of risks involved in trading of high-risk securities.
- d. **Risk Responsibility.** I/We acknowledge that I/We have ultimate decision-making authority over my/our investments in the account and that all orders are based upon my/our own investment decision. I/We am/are solely responsible for all orders entered, and will not hold any of the officers, directors, employees, agents, subsidiaries or affiliates of FirstMetroSec liable for any trading losses or other losses incurred by me/us.

14. **Confirmations, Account Statements and Other Notices.** I/We agree to accept confirmation of purchases and sales, and receive statements of my/our Account and other Account information and related documents through my/our SMS-enabled mobile phone, mail to my/our postal address or electronic mail ("e-mail") address or at any such other contact details as I/We may hereafter give to you in writing or by e-mail or through the Website. If I/We am/are a user of the Online Trading Facility, I/We agree to accept/receive the abovementioned documents electronically through the Website (exemptive relief from SRC Rule 30.2-2 granted on 23 January 2009). Confirmation of purchases and sales, and statements of Account, sent electronically or through any of my/our abovementioned addresses will be deemed sufficient delivery and shall be binding on me/us in the absence of any written objection received by you within 24 hours from the time confirmation and statements of Account were sent to me/us. It is understood that in the event of any failure to notify you in writing of any change of SMS-enabled mobile phone, mailing or e-mail address, all communications shall be directed to my/our last known SMS-enabled mobile phone, postal address or e-mail address appearing in your records. All communication so sent, whether by SMS, mail, e-mail, telegraph, telephone, fax, messenger, posted on the Website or delivered otherwise shall constitute personal delivery to me/us and be deemed delivered and received by me/us whether actually received/read or not. In the same manner, all notices sent by me/us, whether by mail, e-mail, text message/s via SMS, telegraph, telephone, fax, and/or another medium duly registered with you shall constitute personal delivery by me/us to you, and shall be deemed valid, subject to further verification/confirmation by you.

15. **Settlements.** It is agreed that all securities purchased will be settled not later than 11:00 a.m. of the second trading day after the transaction date, or the Settlement Date. It is further agreed that interest charges at the prevailing interest rate and penalties irrespective of their origin, including those that may be incurred by you shall be imposed for each day of my/our delayed payment and such securities purchased shall be registered in your name until such time that it is fully paid. In the event of my/our failure to pay, any upward or downward fluctuation in the market price shall be for my/our Account and at my/our risk, until actually sold or disposed of. It is understood that the securities market is a rapidly changing market and attached are the inherent risks of incurring losses in securities transactions. Therefore, I/We hold you free and harmless against any and all costs, losses, damages, fines, penalties, and taxes which may arise out of the exercise of your powers and functions duly authorized. Furthermore, you are authorized at your own discretion to sell all or a portion of my/our securities which I/We guarantee to be free from any and all liens and encumbrances to cover unpaid orders or balances, without prejudice to your right to collect the remaining liability after the sell-out. All orders for the purchase of securities will be on a cash basis unless T+2 settlement or margin trading is explicitly approved by you. My/Our Account must contain sufficient funds to cover the purchase price of the securities, your commission, and all the applicable costs attributable to me/us as the buyer. If full funds are not available in the Account and an order is processed, my/our payment via online facility, wire, personal check, cashier's check, or money order made payable to you must be promptly submitted to you to assure that such payment will be received and processed on or prior to 11:00 a.m. of the Settlement Date. If payment is not received by the Settlement Date, or as market conditions warrant, my/our Account may be liquidated, without prior notification. In the event that my/our Account is liquidated, I/We will be liable for any resulting losses and all associated costs incurred by you.

In the event the remittance of proceeds shall be made to an Account outside of the Philippines, I/We hereby authorize you to convert such proceeds in the foreign currency of my/our choice. You may source the funds within or outside the Philippine banking system, as may be allowed by law. All remittance and conversion charges shall be for my/our Account.

You will receive dividends on my/our behalf, and will credit my/our Account or issue a check within 30 days after the payable dates. I/We will be notified of any subscription rights received by you for my/our Account. I/We agree that all of your payments will be made to the exact registered Account name.

16. **Online Trading Facility.** The Terms and Conditions for the Online Trading Facility are incorporated by reference herein and are made an integral part of the general Terms and Conditions as if fully set forth herein:

- a. I/We acknowledge that the Online Trading Facility and the Website, including the software and other contents thereof, are proprietary to you. I/We warrant and undertake that I/We shall not attempt to tamper with, modify, decompile, reverse engineer, or otherwise alter in any way, or attempt to gain unauthorized access to any part of the Online Trading Facility or Website or any of the contents thereof. I/We also undertake to immediately notify you if I/We become aware of any actions described above being perpetrated by another person or entity.
- b. I/We agree that, as a condition of using your Online Trading Facility, I/We shall notify you within twenty-four (24) hours if:
- (1) I/We placed an instruction through the Online Trading Facility and I/We do not receive an accurate acknowledgment, in any acceptable form, of my/our instruction or its execution;
 - (2) I/We receive an acknowledgment, in any acceptable form, of a transaction which I/We did not instruct or any similar occurrence; or if
 - (3) I/We become aware of any unauthorized use of my/our access code.

I/We acknowledge and agree that if I/We fail to immediately notify you when any of the above situations occur, you will not have any liability to me/us, or to any other person whose claim arises from me/us.

- c. I/We acknowledge that I/We am/are solely responsible for any and all orders placed electronically in my Account(s). Any investment decision that I/We make or investment strategy that I/We utilize is done so at my/our sole discretion and at my/our own risk. I/We understand that you provide no tax, legal, or investment advice of any kind, nor give advice or offer any opinion with respect to the nature, potential value, or suitability of any particular securities transaction or investment strategy. I/We further understand that while I/We may be able to access financial or investment information or services through your Online Trading Facility, the availability of such information does not constitute a recommendation to buy or sell any of the securities discussed therein or utilize any investment strategy. Any investment decisions I/We make will be based solely on my/our own evaluation of my/our financial circumstances and investment objectives. Any order entered using my/our password is mine. If third parties gain access to your services, including my/our Accounts, I/We will cooperate in defending and indemnifying you against any liability, costs or damages arising out of claims or suits based upon or relating to such access and use.
- d. I/We am/are responsible for knowing the rights and terms of all securities in my/our Account(s) and for monitoring the occurrence of any reorganizations or other corporate actions (e.g. warrants, stock splits and reverse stock splits) and any material information involving my/our securities by regularly checking the disclosures from the listed companies as posted in the official channels of such listed companies and the PSE. I/We acknowledge that certain securities may grant me/us valuable rights that may expire unless I/We take action on these rights. I/We understand that, except as required by law, you are not obligated to notify me/us of reorganizations or other events affecting the rights granted by my/our securities or, without specific instructions from me/us, to take any action on my/our behalf with respect to such events.
- e. For expediency, I/We understand that I/We have the option to open a Trade Settlement Account with Metrobank and enroll in the Metrobank *Online Banking* facility. In the event that I/We have an existing deposit Account with Metrobank, it may be designated as a regular and as a Trade Settlement Account at the same time.

- f. I/We hereby authorize you to automatically debit my/our Trade Settlement Account as and when I/We purchase securities through you, or whenever I/We have any other amounts owing to you, in such amounts as may be necessary to fully settle my/our Account(s) with you, including without limitation the purchase price of securities purchased, commissions, taxes and other applicable fees, costs, levies or duties.
- g. In case the deposit account I/We have designated as a Trade Settlement Account is a joint "or" account, I/We shall not hold you and/or the settlement bank liable for any action made by the other party in a joint "or" settlement account resulting from debit entries against the said account related to online trading.
- h. I/We understand that I/We will be allowed to purchase equities, fixed income securities, mutual funds or other products, up to the amount in my/our Trade Settlement Account and any clear funds I/We have with First Metro Securities. I/We also understand that you have the option to credit to my/our Trade Settlement Account the proceeds of my/our stock/fixed income securities/mutual funds/other product sell transactions, cash dividends, maturities, etc.
- i. I/We shall abide by the internal procedural policy of my/our settlement bank with regard to posting priority of bank transactions to my/our designated Trade Settlement Account.
- j. I/We understand and agree that you have the sole discretion to restrict trading on my/our Online Trading Facility or to cancel the same, at any time and without need of prior notice to me/us.
- k. I/We understand that you will not be responsible for the accessibility of, transmission quality, outages to, or malfunction of any telephone circuits, computer hardware or software (including viruses and bugs) or related/incidental problems.
- l. I/We agree that you shall not be liable for my/our inability to use the Online Trading Facility or for the access of the Website due to any unauthorized actions or transactions using my/our customer ID and password, or for any other cause beyond your control.
- m. I/We agree that you reserve the right to suspend service and deny access to the Online Trading Facility, without prior notice, during scheduled or unscheduled system maintenance, repairs, and upgrades. I/We also agree that you have the right to modify or enhance the Website or any of its pages and features at your sole discretion and without prior notice.
- n. I/We understand that the Internet service for the Online Trading Facility is provided on a best-efforts basis by third-party Service Providers. Since you are not the provider of the Internet Service, you shall not be liable for performance, acts, or omission of the said Internet service. Reasonable care and diligence have been taken by you in the choice of your Service Providers for the Online Trading Facility. However, there can be no assurance about the performance and availability of such facility through the Internet, and no such assurance is hereby made, and no assurance shall be deemed to have been made by you by virtue hereof.
- o. I/We understand that entering an order with you, including market orders, does not guarantee the execution of the order, and I/We agree that you shall not be responsible for any order that is not executed. I/We understand that you have the right to break any executed transaction on the grounds that it was, in your opinion, "clearly erroneous". You shall not be deemed to have received any order electronically transmitted by me/us until you have actual knowledge of such order. When I/We place a request to cancel an order, the cancellation of that order is not guaranteed. My/Our order will only be canceled if my/our cancellation request is received by the PSE and tallied with my/our order before my/our order is matched up or executed. During market hours, it is rarely possible to cancel my/our market order as market orders are subject to immediate execution. I/We will not assume that any order has been executed or canceled until I/We have received a transaction confirmation from you via the Website. I/We am/are aware that you, from time to time, receive late reports from the PSE about the status of transactions. Accordingly, I/We may be subject to late reports related to orders that were previously unreported to me/us or reported to me/us as being expired, canceled, or executed. In addition, any reporting or posting errors, including errors in execution prices, will be corrected to reflect what actually occurred in the marketplace.
- p. For use of the Online Trading Facility, I/We will create a password to enable me/us to place orders and access Account information through the Website. I/We am/are the sole and exclusive owner and the only authorized user/s of such password and accept sole responsibility for the use, confidentiality, and protection of the password as well as for all orders and information changes (i.e., Account profile changes such as change of address, etc.) entered into my/our Account using such password. Any Account profile change is as good as if I/We signed it on my/our original Customer Account Information Form (CAIF). I/We shall be liable for all transactions placed through the Online Trading Facility resulting from the use or misuse of my password. I/We accept full responsibility for the monitoring and safeguarding of my/our Account(s). I/We will immediately notify you in writing, delivered via e-mail and registered mail if I/We become aware of any loss, theft, or unauthorized use of my/our password and Account number; or any failure by me/us to receive a message from you indicating that an order was received and executed; or any failure by me/us to receive an accurate written confirmation of execution; or any receipt by me/us of confirmation of an order and/or execution which I/We did not place; or any inaccurate information in my/our Account balances, securities positions, or transaction history. You shall not be liable for any transaction or losses from my/our Account despite receipt of my/our notice of loss or unauthorized use of my/our password if such transaction or loss occurred at or prior to the system tagging of my/our Accounts, or failure of the computer machine to register such notice of loss or for any reason whatsoever. If I/We forget my/our password, I/We must answer a challenge question online, and the system-generated password will be sent to my/our registered email address. I/We will immediately change this password upon receipt.
- q. You will accept any amendments to my/our Account profile as requested by me/us through my/our registered email address.
- r. The risks attendant to the use of the Online Trading Facility shall be for my/our Account in as much as the use of the Online Trading Facility is electronically and system generated. I/We authorize you to make transactions in accordance with the order details received via the Online Trading Facility. You and your affiliates will not be liable for any consequential, incidental, special, or indirect damage (including lost profits, trading losses, and damages) that result from inconvenience, delay or loss of the use of the Online Trading Facility even if you have been advised of the possibility of such damages. The use and storage of any information including, without limitation, the password, portfolio information, transaction activity, Account balances, and any other information or orders available on my/our personal computer is at my/our own risk and is my/our sole responsibility. I/We am/are responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required for accessing and using the Website or related services and for all communications service fees and charges incurred by me/us in accessing the Website or related services.
- s. I/We understand that the PSE Data is copyright-protected. I/We agree not to frame or deep/direct link any information/webpage taken from the Website. This includes all information available to me/us before and after logging on to the Website.
17. **Collateral.** Any and all securities or contracts relating thereto, now or hereafter held or carried by you in any of my/our account(s) (either individually or jointly with others), are to be held by you as security or collateral for the payment of any liability to you, your parent company, subsidiaries, affiliates, and other related companies, in any of the said account(s), with the right on your part to transfer money or securities from any one account(s) to another when in your sole and exclusive judgment, such transfer may be necessary; and all such securities and commodities may, from time to time, and without notice be pledged and re-pledged by you, either separately or in common with other securities or commodities, for any amount due upon my/our account(s), without you retaining in your possession or control for delivery a like amount of similar securities or commodities. You are specifically authorized to lend, either separately or with other securities, to yourself or to others, any of my/our securities held by you as collateral for all my/our liabilities to you.
18. **Inactive or Dormant Account.** At your sole discretion, you may impose charges, an amount of which is reasonable, against my/our Account to cover maintenance costs in the event that my/our Account is classified as inactive or has no trading transaction(s) for more than one (1) year. If my/our Account is classified as Dormant or has no trading transaction(s) for more than three (3) years, you have the right to (a) uplift securities (in order to obtain a physical certificate(s)) at my/our expense, and if needed, (b) sell-out enough securities to pay for maintenance costs owed to you, upliftment charges, mailing costs, and other expenses, and (c) return the certificates and remaining funds to me/us through any of my last known addresses.
19. **Void Transaction.** You are authorized to void this contract without prior notice or to cease contracting business with me/us for reasons including, but not limited to, my/our delinquency in settling Accounts or failure to deliver shares sold within the prescribed deadlines.
20. **Joint "OR" Account.** Subject to your policies, We understand that if the Account is owned by more than one person, our obligations and liabilities shall be joint and several. We understand further that:

- a. Each party to a joint and several "or" account is a principal, with joint and several liability and is privileged to operate same separately and independently of the other and to withdraw all funds, assets, and securities unless otherwise specified in writing by the parties to such joint and several account.
- b. Each party to a joint and several "or" account hereby grants authority to the other party to transact, endorse, and accept on behalf of each other, money, securities, and other assets of every kind, which are originally in the sole name of one party, and after which shall become common fund of such Joint "OR" account.

I/We acknowledge that you reserve the right to require all accountholders to sign any document/request. You shall be held free and harmless from any and all losses, damages, costs, penalties, fines, and taxes incurred as a result of action or inaction taken by you in response to any instructions given by parties believed by you to be authorized or unauthorized to give such instructions.

In case of death of any of the accountholders during the effectivity of this Agreement, the surviving accountholder(s) may withdraw the funds from the account subject to the submission of documents required by you in compliance with relevant law, rules, and regulations and the payment of the applicable tax.

In case of simultaneous death of all of the accountholders, the funds on the account shall be governed by the rules on co-ownership and shall be withdrawn by the joint signatures of the executors, administrators, or legal heirs/representatives of the estate of the accountholders, and after compliance with such requirements as you may require.

Upon the death or disability of either party, the survivor shall immediately provide written notice of such event to you within twenty-four (24) hours. Upon receipt of notice, you may temporarily suspend the account until the submission of documents required by you and payment of applicable taxes. All transactions thereafter affecting the share of the deceased must be at the joint discretion and upon the joint signatures of the legal representative of the affected party and the survivor. You shall not be liable for transfers, payments, or other transactions that occur in my/our account prior to receipt of such written notice. You shall be held harmless and free from any liability by reason of your compliance with any notice or direction mentioned in this paragraph.

21. **Indemnification.** I/We hereby release and hold you, your directors, officers and staff and/or Metrobank Group, its directors, officers and staff, free and harmless from any liabilities, suits, actions, losses, penalties and/or damages that may arise out of my/our transactions with you, including but not limited to, request for release of funds in my/our Accounts and disclosure and authority as mentioned above and hereunder, including under FATCA, AMLA, Data Privacy Act and other laws and regulations requiring processing/sharing/disclosure of information and its authority to process/share/disclose information related to me/us and my/our Account(s) and information sent to you through e-mail and/or by electronic means and undertakes to indemnify you, the Company, its officers, directors, employees, agents, representatives, assigns, successors-in-interest, for any and all costs, penalties and expenses that the latter may incur in prosecuting and/or defending against any and all liabilities, demands, claims, actions, suit, losses or damages whatsoever that may be instituted arising from or connected from my/our transactions, request for release of funds in my/our Account and process/sharing/disclosure of information.
22. **Liability on Phishing, Spoofing and Pharming.** I/We understand that my/our Account may be compromised through phishing/spoofing/pharming that will enable unauthorized person(s) to withdraw money/transfer funds from my/our Account. I/We acknowledge my/our indispensable role in protecting myself from becoming a victim of phishing/spoofing/pharming. In view thereof, I/We undertake not to disclose to anyone my/our account through any but not limited to the following means: a) Response to an e-mail requesting his/her to divulge Account or personal information via a spoof or fake Company website; b) Use of e-mail or internet facility that has a virus/ malware infection which directs the user to a fraudulent website despite typing in a correct and legitimate website address and through which Account or personal information has been provided.

I/We agree that I/We shall be held wholly and solely liable for any and all withdrawals from my/our account using my/our Account information through phishing/spoofing/pharming (or similar cyber-crimes). I/We further agree to indemnify and hold free and harmless the Company, its subsidiaries and affiliates, as well as any of its officers, directors and employees against any and all losses, claims, damages, penalties, and liabilities related to these.

23. **Authority to Hold/Debit/Freeze the Account/s.** I/We understand and agree that you may be authorized by a lawful order of a competent court or freeze order from a regulatory agency,

without notice to or prior consent to me/us, to hold/debit my/our Account(s) in case of an erroneous transaction, fraudulent acts of whatever nature including but not limited to misrepresentation, the submission of false, forge, or misleading documents or information and similar transactions.

In case you receive any information or notice of any conflict among the Account holders, authorized signatories, officers, directors, shareholders and/or other persons claiming interest, involving the Account, I/We agree that you may freeze/hold the Account until you are satisfied that the conflict has been resolved judicially or extra-judicially or in possession of a court order directing you to release/dispose the funds in favor of the Account holder(s) or to any person lawfully designated by the court. In such a case, you will notify me/us either by phone or in writing at my/our designated contact information.

24. **Closing of Accounts.** I/We hereby authorize you to close any of my/our Accounts, without need of prior notice to and consent from me/us, in case my/our Account is (i) misrepresented in matters concerning my/our identity, nature of business and/or any other pertinent information, (ii) use for illegal activities or (iii) there is reason to believe that the Account or transaction is in any way related to an unlawful activity or offense and reported to the AMLC or other regulatory agency or (iv) in any other event when the continuation of the Account is not in the best interest of the Company, or (v) as may be required by law(s) or regulation(s). Further, I/We understand that you may close my/our account at your discretion, with prior notice to me/us, for valid grounds, including but not limited to (1) my/our violation of the provision of this Agreement or other policies and procedures imposed by the Company; (2) my/our unprofessional conduct or behavior towards any director, officer, employee, agent or duly authorized representative of the Company; (3) my/our refusal to update my/our information after repeated demands from you; (4) my/our account has been Dormant and has zero balance; and (5) for any other analogous grounds that are detrimental to the interest of the Company.

In the event of closure or termination by reason of my/our misrepresentation, you shall issue a cashier's check for the balance of my/our Account. In the event of closure by reason of illegal activities, you shall only release the balance of my/our Account from a lawful order of a competent court. You shall send by registered mail or e-mail to my/our last known address or e-mail address indicated in your records, notice of the closure/termination of the Account and stating the reason(s) thereof and the manner for me/us to claim or obtain from you the balance of my/our Account, if any, and an instruction to submit or return to you the original copy of the investment/stock certificate in my/our possession, if any.

However, in case of a Company-initiated closure due to, but not limited to, the opening of a fictitious Account, submission of falsified/fake documents, misrepresentation, etc., you shall be entitled to hold the release of the funds unless and until I/We have submitted valid, legal and acceptable documents proving that I/We am/are entitled to the funds in the closed Account.

25. **Overcredit, Erroneous Credit, Failure to Debit, etc.** I/We acknowledge that in case of overcredit, erroneous credit, failure to debit, misposting, or any error in a transaction involving any amount, (any and all of which shall be referred to as "Amount/s Due") to my/our Account/s as appearing in your records/books or as established upon the conduct of an investigation, and for whatever causes such as, but not limited to, processing error, systems error, error in communication facilities, I/We hereby agree and undertake to immediately return to you the Amount/s Due without the need of notice or demand, plus any and all expenses, costs, and damages which you may have incurred, including penalty and interest at a prevailing market rate based on the Amount/s Due, in connection with the enforcement of your right or authority to recover and collect the Amount/s Due to you. For this purpose, I/We irrevocably authorize you or your representatives to immediately freeze or put on hold the affected Account/s and/or effect the debiting of funds from my/our Account/s to the extent of the Amount/s Due, without the need of further act and deed, and without you or your representatives incurring any liability as a consequence thereof. This is without prejudice to the exercise of your right to enforce full recovery and collection of the Amount/s Due, in case my/our Account/s cannot be debited for any reason such as but not limited to, insufficient balance, as well as the exercise of the legal remedies to which you or any aggrieved third party may be entitled to under the law and this Agreement, including but not limited to immediate cancellation or suspension of the relevant Account/s, civil, criminal, and/or administrative remedies. Pending full recovery or collection of the Amount/s Due, I/We shall hold the said amount in trust for you. My/Our failure to account for and return the Amount/s Due to you shall give rise to a prima facie presumption of misappropriation or conversion with intent to defraud on my/our part.
26. **Force Majeure.** I/We agree that you will not be liable to me/us for any delay or failure to perform any obligation on your part, or for any loss or damage caused directly or indirectly by any condition or circumstance over which you do not have control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of internet service, electronic or mechanical equipment or communication lines, telephone or other interconnection problems (e.g. if you are unable to access your online service provider), unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems, war (whether declared or not), invasion, insurrection, military coup, commotion or usurped power, or by order of any civil authority, or other causes beyond your control.
27. **Death.** If you, in the event of death of either party to my/our 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, any and 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 you, be binding upon the parties to such common Account, their representative(s) assign(s), heirs and successors-in-interest. Further, I/We agree that in case of my death or the death of my co-Account holder, I/We and my/our Account will be subject to your policies.
28. **Litigation.** It is agreed that in the event of any controversy or litigation arising out of this Agreement, your books shall be final and conclusive evidence of the amount due to you. You shall be entitled to reimbursement for all actual expenses of litigation as well as attorney's fees and cost of suit, all of which shall be in an amount equivalent to not less than twenty-five percent (25%) of the total amount of my/our indebtedness then outstanding to you. The venue for litigation shall be in the proper courts of Makati City, and I/We hereby waive any other applicable venue.
29. **Invalidity.** If any provision in this agreement shall be held unenforceable by any court or self-regulatory agency, the invalidity shall be limited to such provision while other remaining provisions shall not in any way be affected.
30. **Revocation.** This agreement shall continue until a signed notice of revocation is received by me/us or from me/us, and in the case of such revocation, it shall continue to be effective as to transactions entered into prior thereto. I/We understand that you may at any time, at your sole discretion and without prior notice to me/us, prohibit or restrict my access to the use of the Website or related services and my/our ability to trade. The closing of an account will not affect the rights and/or obligations of either party incurred prior to the date that the account is closed.
31. **Entire Agreement and Amendments.** This Agreement, including any schedules or exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between us and supersedes all prior or contemporaneous negotiations, understandings, and agreements, whether written or oral, between us with respect to the subject matter of this Agreement. I/We shall not assign this Agreement or any rights or obligations hereunder without your prior written consent.

You shall be entitled to modify the terms of this Agreement, in whole or in part, with advance notice through the Online Trading Facility or in writing. Reference to these "Terms and Conditions" and to any particular condition, in these "Terms and Conditions" shall be interpreted to mean these Terms and Conditions or that particular condition respectively, as changed from time to time in accordance herewith. For amendments to the Terms and Conditions, specifically for the imposition of service charges/fees or changes in commission rates, I/We understand that the change(s) shall take effect at least thirty (30) days after due notice has been given to me/us through the Website, through email or at my/our last known address. Information by regular mail, statement of account messages, electronic mail, fax, Website information, courier delivery, and/or other alternative modes of communication shall be considered sufficient notice. My/our failure to manifest or register my/our objection to the change(s) in writing within fifteen (15) days from receipt of the notice or knowledge of the change(s) shall be deemed to constitute acceptance of such changes. I/We acknowledge that the continued use of your services and facility after the implementation of the changes shall be construed as my/our acceptance of the amendments.

32. **Customer Complaints.** For any concern/ complaint on my/our account, you can be reached through the following:

Customer Hotline: (632) 859-0600
E-mail: customerservice@firstmetrosec.com.ph

You shall then conduct an investigation in accordance with your established procedures and shall notify me/us of its findings. I/We acknowledge that your findings shall be final and conclusive.

33. **Recording of Phone Calls and Conversations.** I/We understand that your customer service hotline is generally available during regular business hours. However, at times when call volumes are high, I/We may have to wait to speak to a customer representative. During non-business hours or when you are upgrading or performing maintenance on your system, I/We acknowledge that I/We may not be able to reach a customer representative.
- I/We authorize you to record or cause the recording of any communication between us and any of your officers, employees, agents, or representatives made in connection with my/our Account, this Agreement, and any actual or potential transaction in relation thereto.
34. **Effectivity.** This Agreement shall take effect upon your approval of my/our account opening application. This Agreement shall inure in favor of your successors and assigns and shall continue until the closure of my/our Account.

I/We shall be deemed to have read, understood, and agreed to be bound by these Terms and Conditions.

CONFORME:

Customer Signature over Printed Name

Customer Signature over Printed Name

Date

**Annex: A
FEES AND CHARGES**

I. PURCHASE:

FEES AND CHARGES	PESO ACCOUNT	DOLLAR DENOMINATED SECURITIES ACCOUNT
A. COMMISSION		
1. Online Trading	0.25% of the gross value or Php20 per trade whichever is higher.	0.25% of the gross value. or \$0.50 per trade whichever is higher
2. Broker Assisted Orders	0.75% of the gross value per trade or Php150 per day of activity whichever is higher.	0.50% of the gross value per trade or \$3.00 per day of activity whichever is higher.
B. Value Added Tax	12% of the Commission	12% of the Commission
C. PSE Transaction Fee	0.005% of the gross trade value	0.005% of the gross trade value
D. SCCP Charges	0.01% of the gross trade value.	0.01% of the gross trade value.
E. Bank Transfer Charges (PDDTS)	N/A	Actual fees varies per bank

II. SALE:

FEES AND CHARGES	PESO ACCOUNT	DOLLAR DENOMINATED SECURITIES ACCOUNT
A. COMMISSION		
1. Online Trading	0.25% of the gross value or Php20 per trade whichever is higher.	0.25% of the gross value. or \$0.50 per trade whichever is higher
2. Broker Assisted Orders	0.75% of the gross value per trade or Php150 per day of activity whichever is higher.	0.50% of the gross value per trade or \$3.00 per day of activity whichever is higher.
B. Value Added Tax	12% of the Commission	12% of the Commission
C. PSE Transaction Fee	0.005% of the gross trade value	0.005% of the gross trade value
D. SCCP Charges	0.01% of the gross trade value.	0.01% of the gross trade value.
E. Sales Transaction Tax	0.6% of the gross trade value	0.6% of the gross trade value
F. Bank Transfer Charges (PDDTS)	N/A	Actual fees varies per bank

i. OTHERS (APPLICABLE TO PESO AND DDS ACCOUNT):

A. Upliftment (Certificate Request) Fee:

1. If transfer office is a bank, Php 150.00 per certificate.
2. If transfer office is a non-bank, Php 162.00 per certificate.

B. Lodgment (Certificate Deposit) Fee:

1. If transfer office is a bank, Php 100.00 per issue plus Php 20.00 per certificate.
2. If transfer office is a non-bank, Php 112.00 per issue plus Php 22.40 per certificate.

C. Transfer (Broker to broker) Fee:

1. Php 75.00 per company/stock.

D. Certification of Shareholdings Fee:

1. Php 100.00 per certification