

### **MARGIN TRADING AGREEMENT (v092023)**

In this Agreement, “I”, “me” and “my” refer to the individual(s), corporation(s) or party/ies who is/are the account owner(s), has/have an interest in the account(s), and consent(s) to be bounded by the terms of this Agreement. On the other hand, “you”, “your”, “FMSBC”, “FMSec” and “FirstMetroSec” refer to First Metro Securities Brokerage Corporation, its employees, officers and directors.

“Website” refers to [www.firstmetrosec.com.ph](http://www.firstmetrosec.com.ph), [www.firstmetrosec.ph](http://www.firstmetrosec.ph), [www.my.firstmetrosec.com.ph](http://www.my.firstmetrosec.com.ph), [pro.firstmetrosec.com.ph](http://pro.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) and the Securities Clearing Corporation of the Philippines (SCCP) shall be deemed to refer also to their successors in interests and assigns.

First Metro Securities Brokerage Corporation is a registered SEC licensed stockbroker.

In consideration of your approval of my/our application for a Margin Account, I/we hereby acknowledge that I/we have read and understood and I/we hereby agree with all the terms set forth in the Stock Trading Agreement including the Online Trading Facility provision and, accordingly, have signed it together with all the other forms and documents required, including the Customer Account Information Form. I/we undertake to notify you of any material changes in my/our financial circumstances or investment objectives. Any information I/we give you in relation to this Margin Trading Agreement (MTA) is subject to verification with my/our expressed consent.

This MTA shall be subject to the Constitution, By-laws, rules and regulations of the Philippine Stock Exchange (PSE) and its clearing house and the customs and usages of the market, and to the Securities Regulation Code (Republic Act No. 8799), applicable laws and the pertinent rules and regulations of the Securities and Exchange Commission (SEC).

### **DEFINITION OF TERMS**

“**Margin**” refers to the amount of equity required from the investor when purchasing Marginable Securities in a Margin account.

“**Marginable Securities**” are stocks listed in the PSE which may be traded on borrowed funds or Margin.

“**Current Market Value**” means the present market value of the marginable securities that are in position in an account.

“**Equity**” means the portion of the account that represents what proceeds the client would receive if all security positions were converted and added to cash.

“**Equity Percentage**” means the amount equal to your account’s equity divided by the market value of its marginable securities.

“**Margin Alert**” means the notification given to the client when the account’s Equity Percentage falls below 50% of the Current Market Value.

“**Margin Call**” means the notification given to the client when the account’s Equity Percentage falls below 40% of the Current Market Value.

**“Margin Excess”** means the loan value in the account is greater than the debit balance, or the Equity Percentage is above the Margin rate.

**“Minimum Equity Requirement”** means the amount of equity that must be present in the account before a firm can lend the client any funds.

## **TERMS AND CONDITIONS**

### **1. Opening of the Margin Account**

A Margin Account shall be established by you in my/our favor with a line equivalent to the total amount of market value of marginable securities with a defined margin rating, a list of which is hereto attached as Annex "A". I/We fully understand that my/our approved Margin Line can be reduced or totally cancelled by FMSBC anytime according to market conditions or for any reason whatsoever at FMSBC's sole and absolute discretion.

### **2. Initial and Minimum Equity Requirement**

You will require an initial amount of Two Hundred Thousand Pesos (Php 200,000.00), in cash, marginable securities, or combination of both, subject to the terms and conditions of the Margin Program, to qualify for a Margin Account. A minimum maintaining Net Equity Requirement of Fifty Thousand Pesos (Php 50,000.00) is required to keep my/our Margin Account activated. The balance will be computed daily. In the event the balance falls below the requirement, the Margin Account will be subject to the rules as stated in Item 5 below.

### **3. Collaterals**

As collateral for any and all of my /our obligations and liabilities under the Margin Account, you are authorized to constitute and create a general lien and security interest in your favor over any and all of my/our securities and contracts, including all kinds of dividends and all other rights, options and interests pertaining thereto which may now or hereafter be held or carried by FMSBC for my/our account (whether owned wholly or jointly with others), for the immediate and full settlement and performance of any and all of my/our obligations and liabilities under and by virtue of the Margin Account regardless of whether or not FMSBC has made advances in connection with such securities and/or exercised at any time any of its rights and powers under this MTA.

### **4. Margin Interest**

I/We agree to be charged an interest of **0.90 % per month plus applicable value-added tax (VAT) accrued daily** based on my/our account's debit balance by end of previous trading day.

The above interest shall be debited from my/our account on a monthly basis, and subject to change without prior notice at FMSBC's sole and absolute discretion.

### **5. Trading Rules and Regulations**

I/We agree to conduct all trading transactions in accordance with to the following rules:

- a. All trades shall be within the limits of our Margin Account;
- b. Only the Marginable Securities determined and authorized by FirstMetroSec may be purchased using borrowed funds, or on Margin.
- c. If the value of my Equity falls below the Minimum Equity Requirement, I/we can only purchase up to the amount of cash available in our account.
- d. If my Equity falls below fifty percent (50%) of the Current Market Value, a Margin Alert shall be given to me by FMSBC, and I/we agree that our purchasing ability will be suspended until my/our account has a Margin Excess.

- e. If my Equity falls below forty percent (40%) of the Current Market Value, a Margin Call shall be issued to me/us by FMSBC. I/we agree to have our Equity Percentage raised to at least fifty percent (50%) by depositing cash to my/our account, and we hereby grant permission to FMSBC to sell our securities to raise the Equity Percentage. We acknowledge that upon our failure to comply, FMSBC will sell any stock/securities in our account to restore the Equity Percentage to at least fifty percent (50%).
- f. If my Equity falls below thirty percent (30%) of the Current Market Value, I/we authorize FMSBC, without prior notice to me/us, to sell my/our securities/stocks up to the amount needed to cover the total debit balance. If net proceeds from the sell-off are insufficient to cover the balance, we agree to pay FMSBC the deficient amount immediately. We acknowledge that the Margin Account will be terminated and we will be switched back to a Cash Account.

I/We agree that all securities purchased under this Margin Account shall only be placed in my/our name after full settlement of the transaction.

I/We agree that my/our Margin Account may be suspended or terminated if no transactions were done for at least one (1) year. In such event, and upon receipt of notice of the suspension or termination of my/our Margin Account, I/we shall fulfill my/our obligations either by making the necessary payment or by placing an order with you to sell a sufficient amount of the indented securities to cover such obligations; Provided, however, that if such sale is not executed on the trading day after termination of the Margin Account or when the net proceeds of such sale are insufficient, then I/we shall pay upon billing the entire amount of my/our remaining obligations.

I/We further acknowledge that I/we accept full responsibility for the consequences of all transactions executed by you on my/our behalf and that under no circumstance shall I/we hold you liable for any loss or damage suffered or incurred as a result thereof.

## **6. Confirmation of Transactions**

- a. You shall maintain a ledger of all my/our daily transactions and shall furnish me/us online through the internet Confirmation Receipts and Monthly Account Statements which shall replace the paper confirmation of purchases and sales and account statements as provided in Section 7 (Confirmation, Account Statements and Other Notices) of my/our signed Stock Trading Agreement.
- b. The Confirmation Receipts and Monthly Account Statements shall be deemed correct and accepted by me/us if not objected to in writing within two (2) business days from date of transaction.
- c. All my/our transactions for each trading day shall be displayed on the transaction confirmation page of FMSBC's website. The Confirmation Receipts have to be acknowledged as received through FMSBC's website before I/we can proceed to enter or transact new orders.

## **7. Termination**

This MTA is terminated or deemed terminated in any of the following cases:

- a. Death or permanent incapacity (in case of individual accounts)
- b. A petition for bankruptcy, suspension of payments, or for the appointment of a receiver or any similar petition, is filed against me/us;
- c. An Attachment or Order of Garnishment is levied against my/our account; and
- d. Failure to deliver the required margin cover pursuant to Item 5.

Should any of the foregoing events occur, and FMSBC deems it necessary for its protection and notifies me/us of such finding, all amounts owing to FMSBC under this MTA or any margin credit hereunder shall be immediately due and payable without demand or notice other than as specified in this paragraph, and FMSBC shall be deemed to have, and is hereby granted, an irrevocable power of attorney (coupled with interest) to do the following on my/our behalf:

- i. To sell any or all of the indentured securities in FMSBC's possession, or which it may be carrying for me/us either in an individual account, or in a joint account with others. Notwithstanding such sale, FMSBC shall be entitled to recover any deficiency should the net proceeds of the sale be less than my/our obligations which deficiency I/we, my/our successors or assigns shall remit to FMSBC upon demand, and I/we shall, at all times, be liable for the payment of the full account of any obligations owing under the Margin Account.
- ii. To buy any or all securities of which my/our account may be short;
- iii. To cancel any outstanding orders in order to close out my/our account or close any commitments made in my/our behalf; and,
- iv. To apply any funds, securities, shares, options, or warrants which may be under FMSBC's control as payment of any obligations under the Margin Account

Any transaction contemplated by the paragraph (i) to (iv) may be done subject to FMSBC's discretion, either at or through the facilities of the PSE or such other markets where such business is usually transacted, or during public auctions or private sales.

#### **8. Legal Fees and Costs of Suits**

In the event that FMSBC will be compelled to hire the services of legal counsels in relation to any unsettled obligation in my/our account, I/we shall be further liable to pay, by way of attorney's fees, a sum equivalent to Ten Percent (10%) of the total amount due but not less than Thirty Thousand Pesos (Php 30,000.00), in addition to the costs of suits and other litigation expenses. Venue of all suits hereunder shall be the proper courts of Makati City, Philippines.

#### **9. Commissions, Fees and Other Expenses**

For all transactions executed pursuant to this MTA, including those pertaining to the rights, powers and remedies of FMSBC as specified, the applicable broker's commission shall be chargeable by FMSBC for its own account or for the account of other brokers, and shall be payable in accordance with the applicable rules of the Exchange where the transaction was made and/or the terms of the respective invoice.

All incidental costs, taxes and expenses in connection with such transactions, or in the administration of the Margin Account shall be for my/our account and shall be payable to FMSBC upon the billing thereof.

#### **10. Severability**

If any of the provision(s) of this MTA becomes inconsistent with any present or future law, rule or regulation, said provision shall be deemed to be suspended, modified or accordingly amended to conform to such law, rule or regulation; but the remaining provisions of this MTA shall not be affected and shall continue and remain in full force and effect until the obligations arising hereunder shall have been fully paid and performed or until terminated in the manner stated in Item 6 herein.

#### **11. Effectivity**

This MTA shall take effect on the date specified below, and will be binding on both FMSBC's and my/our successors and assigns unless sooner revoked or terminated.

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

CONFORME:

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Customer Signature over Printed Name

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Date

**ANNEX A: Marginable Securities**

These are stocks which can be used as collateral in your Margin account, as determined by FirstMetroSec. Reclassification and margin rerating of the Marginable Securities may be done by FirstMetroSec at any time and may cause Margin calls.

STOCK CODE	STOCK NAME	MARGIN RATING
AC	Ayala Corp.	100%
ACEN	AC Energy Corporation	100%
AEV	Aboitiz Equity Ventures, Inc.	100%
AGI	Alliance Global Group, Inc.	100%
ALI	Ayala Land, Inc.	100%
AP	Aboitiz Power Corporation	100%
AREIT	AREIT, Inc.	100%
BDO	BDO Unibank, Inc.	100%
BLOOM	Bloomberry Resorts Corporation	100%
BPI	Bank of the Philippine Islands	100%
CNPF	Century Pacific Food, Inc.	100%
CNVRG	Converge Information and Communications Technology Solutions, Inc.	100%
DMC	DMCI Holdings, Inc.	100%
DNL	D and L Industries, Inc.	100%
FILRT	Filinvest REIT, Corp.	100%
FMETF	First Metro Philippine Equity ETF	100%
GLO	Globe Telecom, Inc.	100%
GTCAP	GT Capital Holdings, Inc.	100%
ICT	Int'l Container Terminal Services, Inc.	100%
JFC	Jollibee Foods Corporation	100%
JGS	JG Summit Holdings, Inc.	100%
LTG	LT Group, Inc.	100%
MBT	Metropolitan Bank and Trust Company	100%
MEG	Megaworld Corporation	100%
MER	Manila Electric Company	100%
MONDE	Monde Nissin Corporation	100%
MREIT	MREIT, Inc.	100%
MWC	Manila Water Company, Inc.	100%
RCR	RL Commercial REIT, Inc.	100%
PGOLD	Puregold Price Club, Inc.	100%
RLC	Robinsons Land Corporation	100%
RRHI	Robinsons Retail Holdings, Inc.	100%
SCC	Semirara Mining and Power Corporation	100%
SECB	Security Bank Corporation	100%
SM	SM Investments Corporation	100%
SMC	San Miguel Corporation	100%
SMPH	SM Prime Holdings, Inc.	100%
TEL	PLDT, Inc.	100%
URC	Universal Robina Corporation	100%
SGP	Synergy Grid and Dev't Phils., Inc.	100%
WLCON	Wilcon Depot, Inc.	100%

## **Annex B. Client Suitability Assessment for Margin Trading Account**

**Purpose:** The objective of this Client Suitability Assessment (CSA) is to ascertain that the margin trading account is suitable and appropriate for your circumstances. We determine this by asking you questions regarding your trading history, investment knowledge and experience, and financial resources. Despite this precaution, you may still lose more money than what you initially deposited in the account. Before applying, make sure you are aware of the inherent risks of margin trading.

### INVESTMENT EXPERIENCE

1. Have you experienced trading stocks?
  - a. Yes
  - b. No
  
2. If 'Yes' to 1, how long have you been trading stocks?
  - a. Less than 6 months
  - b. 6 months to less than 1 year
  - c. 1 to less than 5 years
  - d. 5 years or more
  
3. If 'Yes' to 1, how often do you trade stocks?
  - a. 1 to 3 times a year
  - b. 4 to 6 times a year
  - c. Once every month
  - d. More than once a month
  
4. If 'Yes' to 1, how large are your trading volumes?
  - a. Less than P20,000
  - b. P20,000 to less than P50,000
  - c. P50,000 to less than P100,000
  - d. P100,000 or higher
  
5. Which stockbrokers have you dealt with? \_\_\_\_\_
  
6. Do you understand the nature and risks of trading on margin?
  - a. Yes
  - b. No
  
7. Do you have margin trading accounts with other stockbrokers?
  - a. Yes
  - b. No
  
8. If yes, which stockbrokers? \_\_\_\_\_

### RISK TOLERANCE AND INVESTMENT GOAL

1. What is your investment objective?
  - a. Capital Preservation: To secure value of my investments
  - b. Steady Income: To achieve returns in line with money market rates
  - c. Capital Growth: To achieve long-term growth with some income
  - d. Capital Appreciation: To achieve high potential returns
  
2. Describe your risk appetite:
  - a. Will accept lower returns to minimize the risk of losing money
  - b. Will accept a small loss if the investment provides an opportunity to receive a slightly higher return in the long run
  - c. Will accept higher losses to achieve significant growth of capital
  - d. Will accept maximum risk to get the highest possible return on my portfolio

## PRODUCT KNOWLEDGE

1. Which of the following statements is FALSE about margin accounts?
  - a. You must pay back the money you borrow plus interest
  - b. You can lose more funds than what you deposit
  - c. You may be required to deposit additional funds to avoid the forced sale of securities
  - d. You have greater profit potential than traditional trading with no additional risk.
  
2. What is equity value must be maintained in the margin account to avoid a margin call?
  - a. Equity of P200K and equity percentage of 100%
  - b. Equity of P50K and equity percentage of 100%
  - c. Equity of P200K and equity percentage of 40%
  - d. Equity of P50K and equity percentage of 40%
  
3. How much interest does FirstMetroSec charge for margin loans?
  - a. 0.90% per annum
  - b. 0.90% per month
  - c. 1.5% per annum
  - d. 1.5% per month
  
4. If I receive a margin call notification, I shall:
  - a. Ignore it
  - b. Call customer service and ask them to stop sending me margin call notifications
  - c. Monitor my account, transfer funds and/or sell to reduce positions
  - d. Call customer service and request to reduce margin requirements

## Declarations and Signatures

I understand that this assessment is based on the information I have provided and is designed to help you evaluate my needs. I understand that this questionnaire is used to determine whether a margin trading facility is suitable and appropriate for my circumstances. I am aware that my needs may change over time depending on my financial situation and objectives. I understand that any incomplete or inaccurate information provided may affect this assessment. I acknowledge that this assessment does not constitute advice given by FirstMetroSec. FirstMetroSec does not guarantee that the result of this assessment is accurate.

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Customer Signature over Printed Name

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Date

**Assisted by CMD Personnel:**

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FirstMetroSec Personnel over Printed Name

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Date

## **Annex C: Margin Risk Disclosure Statement**

### **MARGIN RISK DISCLOSURE STATEMENT**

Before deciding to open a margin trading account, FirstMetroSec is hereby informing you of the common risks associated with trading securities on margin. As trading securities on margin carry a high degree of risk, it is necessary that before you open a margin trading account, you shall have:

1. Fully understood the nature of margin trading and the extent of your exposure to risks
2. Read this Risk Disclosure Statement completely
3. Independently determined that margin trading is appropriate for you

A margin trading account allows you to borrow funds from FirstMetroSec to fund part of the purchase price. If you borrow funds to invest, the securities in your account are held by FirstMetroSec as collateral for the loan. If the securities in your account decline in value, so do the value of the collateral supporting your loan. As a result, FirstMetroSec may act by requesting you to deposit additional funds in your account and/or sell securities in your account to maintain the required equity level in the account. The sale will incur you broker commission and other fees. The stocks to be sold in your account will be at the sole and absolute discretion of FirstMetroSec.

Trading securities on margin exposes you to various types of risks which will include the following:

**You can lose more funds than you deposit in the margin trading account.** A decline in the value of marginable securities in the account may require you to deposit additional funds or sell securities to avoid the forced sale of those securities or other securities in your account.

**FirstMetroSec can force the sale of securities in your account.** If you fail to satisfy our margin call, FirstMetroSec will sell enough securities in your account to cover the margin deficiency. If your equity falls below 30% of the total value of marginable securities, FirstMetroSec will sell enough securities in your account to fully repay the loan, and if the proceeds of the sale are not adequate, you will still be liable for the remaining balance, as well as for any cost incurred in collecting that amount.

**Securities can be sold without contacting you prior to sale.** FirstMetroSec is not required to notify you before selling securities in a margin account if you fail to satisfy our margin call or if your equity falls below 30% of the total value of marginable securities. FirstMetroSec will take necessary steps to protect its financial interests and to comply with regulatory requirements, including immediately selling the securities without notice to the customer.

**You are not entitled to choose which security in your margin account is liquidated or sold to meet a margin call.** Because the securities are collateral for the margin loan, FirstMetroSec has the right to decide which security to sell and the timing of such a sale to protect its interests.

**FirstMetroSec can remove any stock from the list of marginable securities at any time upon prior written notice.** These changes may result in the issuance of a margin call. Your failure to satisfy the call may cause FirstMetroSec to liquidate or sell securities in your account.

**You are not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

**Acknowledgment:** I have completely read and fully understood this risk disclosure statement, and the same was clearly explained to me by a FirstMetroSec personnel before I affixed my signature herein.

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Customer Signature over Printed Name

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Date



## Annex D: Margin Account Application Form

MARGIN ACCOUNT APPLICATION FORM			
Account Information			
Date: _____			
Account Name: _____			
OTA Code: _____ (For new accounts, leave this field blank)		Type of Account: <input type="checkbox"/> Individual <input type="checkbox"/> Joint	
Desired Credit Limit: _____			
Details of Applicants			
<b>Customer 1</b> Surname: _____ First Name: _____ Middle Name: _____ Mobile Phone: _____ Email: _____ Date of Birth: _____ Nationality: _____ Residence: _____ Employment Status: <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Retired <input type="checkbox"/> Others (please provide): _____ Job Title: _____ Occupation: _____ Tenure in the company (years and months): _____ Employer/Business Name: _____ Office Address: _____ Nature of Work/Business: _____ Basic Annual Income: _____ Estimated Net Worth: _____ Source of Funds: <input type="checkbox"/> Employment <input type="checkbox"/> Business <input type="checkbox"/> Pension <input type="checkbox"/> Allowance <input type="checkbox"/> Others (please provide): _____		<b>Customer 2</b> Surname: _____ First Name: _____ Middle Name: _____ Mobile Phone: _____ Email: _____ Date of Birth: _____ Nationality: _____ Residence: _____ Employment Status: <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Retired <input type="checkbox"/> Others (please provide): _____ Job Title: _____ Occupation: _____ Tenure in the company (years and months): _____ Employer/Business Name: _____ Office Address: _____ Nature of Work/Business: _____ Basic Annual Income: _____ Estimated Net Worth: _____ Source of Funds: <input type="checkbox"/> Employment <input type="checkbox"/> Business <input type="checkbox"/> Pension <input type="checkbox"/> Allowance <input type="checkbox"/> Others (please provide): _____	
<b>Customer 3</b> Surname: _____ First Name: _____ Middle Name: _____ Mobile Phone: _____ Email: _____ Date of Birth: _____ Nationality: _____ Residence: _____ Employment Status: <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Retired <input type="checkbox"/> Others (please provide): _____ Job Title: _____ Occupation: _____ Tenure in the company (years and months): _____ Employer/Business Name: _____ Office Address: _____ Nature of Work/Business: _____ Basic Annual Income: _____ Estimated Net Worth: _____ Source of Funds: <input type="checkbox"/> Employment <input type="checkbox"/> Business <input type="checkbox"/> Pension <input type="checkbox"/> Allowance <input type="checkbox"/> Others (please provide): _____		<b>Customer 4</b> Surname: _____ First Name: _____ Middle Name: _____ Mobile Phone: _____ Email: _____ Date of Birth: _____ Nationality: _____ Residence: _____ Employment Status: <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Retired <input type="checkbox"/> Others (please provide): _____ Job Title: _____ Occupation: _____ Tenure in the company (years and months): _____ Employer/Business Name: _____ Office Address: _____ Nature of Work/Business: _____ Basic Annual Income: _____ Estimated Net Worth: _____ Source of Funds: <input type="checkbox"/> Employment <input type="checkbox"/> Business <input type="checkbox"/> Pension <input type="checkbox"/> Allowance <input type="checkbox"/> Others (please provide): _____	
Declaration			
In compliance with the requirements of the Data Privacy Act, I/we hereby give my consent to First Metro Securities Brokerage Corporation (FirstMetroSec) to process, store, disclose or share my/our personal information or sensitive personal information obtained from me/us in the course of my/our transaction/s with FirstMetroSec. Further, I/we authorize FirstMetroSec, any member of the Metrobank Group, and FirstMetroSec's agents to obtain, disclose or verify the information provided in this application form or in any documents I submit for as long as it is connected with this application with any person/s or entity that FirstMetroSec may deem necessary including but not limited to any and all credit information service providers such as the Credit Information Corporation. I agree that FirstMetroSec is under no obligation to return the accomplished application form to me/us regardless of the outcome of the application and FirstMetroSec is under no obligation to disclose the reason/s for such disapproval.			
Signatures			
_____ Customer Signature Over Printed Name _____ Date _____		_____ Customer Signature Over Printed Name _____ Date _____	
_____ Customer Signature Over Printed Name _____ Date _____		_____ Customer Signature Over Printed Name _____ Date _____	