

## MARGIN TRADING AGREEMENT

In this Agreement, **%t;** **%ne+** and **%ny+** 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, **%ou+**, **%our+**, **%MSBC+**, and **%irstMetroSec+** 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), 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 **%xchange+**), 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

**“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 or marginable securities, 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, + 12% VAT**, which is subject to change without prior notice, at FMSBC's sole and absolute discretion. This is computed and accrued daily based on my/our account's debit balance by end of previous trading day.

### **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. 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.
- c. 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.

- d. 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%).
- e. 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 indentured 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 amount 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 (Php30,000.00), 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<sup>§</sup> 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:

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

\_\_\_\_\_  
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.

<b>STOCK CODE</b>	<b>STOCK NAME</b>	<b>MARGIN RATING</b>
ALI	Ayala Land, Inc.	100%
AC	Ayala Corp.	100%
AEV	Aboitiz Equity Ventures, Inc.	100%
AGI	Alliance Global Group, Inc.	100%
AP	Aboitiz Power Corp.	100%
BDO	BDO Unibank	100%
BLOOM	Bloomerry Resorts Corp.	100%
BPI	Bank of the Phil. Islands	100%
DMC	DMCI Holdings, Inc.	100%
EDC	Energy Dev't Corp.	100%
FGEN	First Gen Corporation	100%
FMETF	First Metro Exchange Traded Fund	100%
GLO	Globe Telecom, Inc.	100%
GTCAP	GT Capital Holdings, Inc.	100%
ICT	Int'l Container Terminal Svcs.	100%
JFC	Jollibee Foods Corp.	100%
JGS	JG Summit Holdings, Inc.	100%
LTG	LT Group, Inc.	100%
MBT	Metropolitan Bank and Trust Co.	100%
MEG	Megaworld Corp.	100%
MER	Manila Electric Company	100%
MPI	Metro Pacific Investments Corp.	100%
NIKL	Nickel Asia Corp.	100%
PCOR	Petron Corporation	100%
PGOLD	Puregold Price Club, Inc.	100%
RRHI	Robinsons Retail Holdings, Inc.	100%
SCC	Semirara Mining and Power Corp.	100%
SECB	Security Bank Corp.	100%
SM	SM Investments	100%
SMPH	SM Prime Holdings	100%
TEL	PLDT Co.	100%
URC	Universal Robina Corp.	100%
VLL	Vista Land and Lifescapes	100%