

Terms and Conditions (v062022)

In this Agreement, "I", "me", "my", "our" 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 ("Company") 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, new.firstmetrosec.com.ph, pro.firstmetrosec.com.ph, pro2.firstmetrosec.com.ph and mobile application: [firstmetrosec go](http://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") and the Securities Clearing Corporation of the Philippines ("SCCP") shall be deemed to refer also to their successors in interests and assigns.

In consideration of my application to open a securities trading account ("Account") with your Company, I hereby appoint you as my stockbroker and agree that all of the transactions made under the Account shall be governed by the laws, rules and regulations of the PSE, the SCCP, the SEC, the BSP, the AMLC, the Foreign Accounts Tax Compliance Act ("FATCA"), the Data Privacy Act of 2012, and other government agencies and instrumentalities and customs and usages of the foregoing, and the following terms and conditions:

- 1. Account Opening and Client Identification.** Account may be opened for me subject to my submission of the documents acceptable to the Company, including my compliance with the minimum client information, per BSP, SEC, PSE, SCCP and AMLC regulations and other relevant issuances, and after verification of my 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 this Terms and Conditions and the terms and conditions indicated in the Company's signature card and other account opening forms ("Agreement"). I am aware of your explicit policy that business transactions will not be conducted with me if I fail to provide satisfactory evidence of my identity upon opening my Account(s) with you. The signature(s) appearing on this form 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 represent and warrant that all data, information and documents provided or submitted by me pursuant to this Agreement, including the Customer Account Information Form (CAIF), are true, complete, current and accurate. I undertake to update all of my information/records, particularly those indicated in my 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 status from "non-U.S. Person" to "U.S. Person", as defined under Foreign Account Tax Compliance Act (FATCA) of the United States of America, I 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 acknowledge that it is my responsibility to keep my information current. Failure to update my information when required by the Company shall be a ground for closure of my account pursuant to Section 20 of this Agreement. In the absence of any change, you shall consider all the information in my Account as current until I update them. I also hereby authorize you to conduct such credit or background checks to verify any information provided by me, and to ascertain my financial situation and investment objectives.
- 3. Authority to Process and Share Information.** I hereby authorize you, the Company, its directors, officers and representatives and its 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 that the Company may engage in the conduct of its business in providing services to its 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 by R.A. 10173, information in the CAIF, Account opening, Account balances and any and all other information pertaining to all of my Account/s now existing or which may hereafter to be opened, whether or not assigned as collateral, which authorization/consent in favor of the Company and/or Metrobank Group is sufficient and in accordance with all bank deposit secrecy laws, including but not limited to, R.A. 1405 or the Law on Secrecy of Bank Deposits, R.A. 6426 or the Foreign Currency Deposit Act and R.A. 8791 or the General Banking Law, as well as R.A. 10173 or the Data Privacy Act of 2012 and other confidentiality laws enforced or which may hereinafter enforced. The absence of any written notice to the contrary shall be deemed by the Company as a continuing authorization and/or consent by the Investor as given hereto.

I am allowing you to disclose my/our name/s to the SEC and its Self-Regulatory Organization such as PSE and CMIC, 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 am allowing you to process and share the information/ details collected from me in setting-up Name on Central Depository for my sub-account with PDC.

I likewise acknowledge and agree that in the conduct of its business of providing services to its clients, including the Investor(s), the Company may engage the services of third party service providers, including but not limited to the Company's subsidiaries, affiliates, agents, and other persons or entities which the Company may reasonably select, who may be given access to and/or provided with information in connection with or relative to the Investor and Investor's Account, with corresponding duty to keep such information confidential. As such, the Investor authorizes the Company to give access to and/or provide such information as the Company may deem necessary to such third party service providers.

By availing of the Company and Metrobank Group's over-the-counter payments services via debit from my Account, I authorize and give my consent for you to disclose my 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 consent to the collection, processing, storage, use, disclosure or sharing of my 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 have the option to exercise my right to withdraw such consent at any time by providing notice to you.

- 4. AMLA Compliance.** In relation to R.A. No. 9160 also known as The Anti-Money Laundering Act of 2001, as amended by R.A. 9194 ("AMLA") and international anti-money laundering laws and regulations, I authorize you to disclose to local and/or international government entities, Company's subsidiaries and affiliates and to its local and/or foreign correspondents, information which shall include but not limited to, the following personal information, i.e. birthdate, birthplace, employment, profession, business, contact numbers, address and date when investment or placement was established. The foregoing includes my authority in favor of the Company, and Company's own authority, to supply any supporting transaction documents, when required by any of these entities.

If I am engaged in Money Services Business (MSB), I likewise authorize you, the Company and/or its authorized representative/s to conduct audit/inspection/examination on me, at my expense, including but not limited to the my business operations, types of customers and customer profile, distribution channel, jurisdictions which I am exposed to, my 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 or my business to you, the Company, are true, correct and accurate. This authority applies as well to the audit/inspection/ examination on me as may be required by any or all applicable AML/CTF laws, rules and regulations and/or by the relevant regulatory agencies/bodies/authorities. I 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 its authorized representative in connection with the conduct of the said audit/inspection/examination.

- 5. FATCA Compliance.** In relation to the FATCA of the United States of America, the Investor hereby undertakes to inform the Company in writing of any change in its/his/her/their initial declaration in the Company's CAIF and other accompanying forms, on whether or not he/she/they is/are a U.S. Person. Any information that will affect the accuracy of such declaration should be reported to the Company within thirty (30) calendar days from the occurrence of such change. Further, the Investor hereby acknowledges that the Company shall operate the Account on the basis of such declaration. In the event that the Company discovers that the Investor is a U.S. Person, the Company, its subsidiaries and affiliates, are hereby absolutely and unconditionally authorized to report and disclose to U.S. Internal Revenue Service the required information.

The Investor releases and holds the Company, its 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.

- 6. Buy and Sell Orders.** Any order made by me for the purchase or sale of securities shall be binding on me (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 on or act upon such orders, and you shall not be liable for any loss or damage suffered by me, provided that you act in good faith.

You require that the net value of the securities I order to be purchased be within the total of my cash deposit and approved credit limit on my first trading transaction before your execution of the order, or in the case of securities to be sold, I 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 sell order is intentionally or inadvertently accepted and executed without the required stock certificates deposited in my Account, I agree to immediately deliver to you the securities sold in good deliverable and negotiable form. I am responsible for any losses or expenses incurred by you as a result of my failure to make such delivery. In order to complete my short sale, you may need to borrow the security(ies) I sold and did not own. I will be subject to a buy-back of the security for my Account and at my expense. If the securities are bought in, I will be responsible for any resulting losses and all associated costs incurred by you.

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

In the event the remittance of proceeds shall be made to an Account outside of the Philippines, I hereby authorize the Company to convert such proceeds in the foreign currency of my choice. The Company 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 Account.

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, or (ii) an attachment is levied against my Account(s) with the Broker: (x) to close any or all outstanding orders, as well as, to sell any or all securities in my Account, (y) to transfer money or securities from any one of my 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 shall, at all times, be liable for the payment of any amount owing on my Account(s) with you upon demand and that I 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 or by you. For the purpose of buying, selling, or performing other acts pursuant to the above paragraph, I hereby irrevocably appoint you, your successors or assigns, as my attorney in fact with power to buy, sell or act, for any of my 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 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 Account(s) (whether carried individually or jointly with others) and herein pledged, to be transferred to your name or your nominee. I understand that you maintain a "Customer First" policy. When you execute buy or sell orders for your own Account, you will prioritize my orders.

7. **Fees and Charges.** I agree to pay the then current fees and charges upon my purchase and sale of securities. In case of remittance of proceeds overseas, I also agree to pay additional service fees. I 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 agree to be bound thereby. Current fees and charges are listed on Annex A.
8. **Trading Periods.** I 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 runoff 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 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.
9. **Risks.**
- a. **General Risk Warning.** I am 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 understand that past performance is not a guide to future performance.
- I understand that there is 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 agree that there are potential risks of investing in high risk securities and I 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 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 understand that the risk disclosures do not purport to disclose all the risks and other significant aspects of investing in these securities. I should undertake my own research and study on the trading of high risk securities before commencing any trading activity.
- c. **Professional Advice.** I acknowledge that I should seek professional advice if I am 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 acknowledge that I have ultimate decision-making authority over my investments in the account and that all orders are based upon my own investment decision. I am solely responsible for all orders entered, and will not hold any of the officers, directors, employees, agents, subsidiaries or affiliates of First Metro Securities Brokerage Corporation liable for any trading losses or other losses incurred by me.
10. **Confirmations, Account Statements and Other Notices.** I agree to accept confirmation of purchases and sales, and receive statements of my Account and other Account information and related documents through my SMS-enabled mobile phone, mail to my postal address or electronic mail ("e-mail") address or at any such other contact details as I may hereafter give to you in writing or by e-mail or through the Website. If I am a user of the Online Trading Facility, I 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 abovementioned addresses will be deemed sufficient delivery and shall be binding on me 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. 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 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 and be deemed delivered and received by me whether actually received/read or not. In the same manner, all notices sent by me, whether by mail, e-mail, text message/s via SMS, telegraph, telephone, fax, and/or other medium duly registered with you shall constitute personal delivery by me to you, and shall be deemed valid, subject to further verification/confirmation by the Company.
11. **Settlements.** It is agreed that all securities purchased will be settled not later than 11:00 a.m. of the third trading day after 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 me that will be imposed for each day of my 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 failure to pay, any upward or downward fluctuation in the market price shall be for my Account and at my 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 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 securities which I 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 cash basis unless T+3 settlement or margin trading is explicitly approved by you. My Account must contain sufficient funds to cover the purchase price of the securities, your commission, and all the applicable costs attributable to me as the buyer. Any order inadvertently accepted and executed without sufficient funds in the Account will be subject to cancellation or liquidation at your discretion. I am responsible for all of my orders, including any orders which exceed available funds in my Account. If full funds are not available in the Account and an order is processed, my 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 Settlement Date, or as market conditions warrant, my Account may be liquidated, without prior notification. In the event that my Account is liquidated, I will be liable for any resulting losses and all associated costs incurred by you.
- In case of remittance of proceeds to an Account outside of the Philippines, I acknowledge and agree that the remittance advise of the Company that the funds are with my custodian bank will be full compliance with the provisions on settlement periods in this Agreement.
- You will receive dividends on my behalf, and will credit my Account or issue a check within 30 days after the payable dates. I will be notified of any subscription rights received by you for my Account. I agree that all of your payments will be made to the exact registered Account name.
12. **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 acknowledge that the Online Trading Facility and the Website, including the software and other contents thereof, are proprietary to you. I warrant and undertake that I 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 also undertake to immediately notify you if I become aware of any actions described above being perpetrated by another person or entity.
- b. I agree that, as a condition of using your Online Trading Facility, I shall notify you within twenty-four (24) hours if:
- (1) I placed an instruction through the Online Trading Facility and I do not receive an accurate acknowledgement, in any acceptable form, of my instruction or its execution;
 - (2) I receive acknowledgement, in any acceptable form, of a transaction which I did not instruct or any similar occurrence; or if
 - (3) I become aware of any unauthorized use of my access code.
- I acknowledge and agree that if I fail to immediately notify you when any of the above situations occur, you will not have any liability to me, or to any other person whose claim arises from me.
- c. I acknowledge that I am solely responsible for any and all orders placed electronically in my Account(s). Any investment decision that I make or investment strategy that I utilize is done so at my sole discretion and at my own risk. I 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 further understand that while I 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 make will be based solely on my own evaluation of my financial circumstances and investment objectives. Any order entered using my password is mine. If third parties gain access to your services, including my Accounts, I 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 am responsible for knowing the rights and terms of all securities in my Account(s) and for monitoring the occurrence of any reorganizations or other events (e.g. warrants, stock splits and reverse stock splits) involving my securities. I acknowledge that certain securities may grant me valuable rights that may expire unless I take action on these rights. I understand that, except as required by law, you are not obligated to notify me of reorganizations or other events affecting the rights granted by my securities or, without specific instructions from me, to take any action on my behalf with respect to such events.
- e. For expediency, I understand that I have an option to open a Trade Settlement Account with Metrobank and enroll in the Metrobank *Online Banking* facility. In the event that I 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 hereby authorize you to automatically debit my Trade Settlement Account as and when I purchase securities through you, or whenever I have any other amounts owing to you, in such amounts as may be necessary to fully settle my 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 have designated as a Trade Settlement Account is a joint "or" account, I 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 understand that I will be allowed to purchase equities, fixed income securities, mutual funds or other products, up to the amount in my Trade Settlement Account and any clear funds I have with First Metro Securities. I also understand that you have the option to credit to my Trade Settlement Account the proceeds of my stock/fixed income securities/mutual funds/other product sell transactions, cash dividends, maturities, etc.
- i. I shall abide by the internal procedural policy of my settlement bank with regard to posting priority of bank transactions to my designated Trade Settlement Account.
- j. I understand and agree that you have the sole discretion to restrict trading on my Online Trading Facility or to cancel the same, at any time and without need of prior notice to me.
- k. I 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 agree that you shall not be liable for my inability to use the Online Trading Facility or for the access of the Website due to any unauthorized actions or transactions using my customer ID and password, or for any other cause beyond your control.
- m. I 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 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 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 has 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 understand that entering an order with you, including market orders, does not guarantee execution of the order, and I agree that you shall not be responsible for any order that is not executed. I 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 until you have actual knowledge of such order. When I place a request to cancel an order, the cancellation of that order is not guaranteed. My order will only be cancelled if my cancellation request is received by the Philippine Stock Exchange and tallied with my order before my order is matched up or executed. During market hours, it is rarely possible to cancel my market order as market orders are subject to immediate execution. I will not assume that any order has been executed or cancelled until I have received a transaction confirmation from you via the Website. I am aware that you, from time to time, receive late reports from the exchange reporting the status of transactions. Accordingly, I may be subject to late reports related to orders that were previously unreported to me or reported to me as being expired, cancelled, or executed. In addition, any reporting or posting errors, including errors in execution prices, will be corrected to reflect what actually occurred in the market place.
- p. For use of the Online Trading Facility, I will create a password to enable me to place orders and access Account information through the Website. I am the sole and exclusive owner and the only authorized user of such password and accept sole responsibility for 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 Account using such password. Any Account profile change is as good as if I signed it on my original Customer Account Information Form (CAIF). I shall be liable for all transactions placed through the Online Trading Facility resulting from the use or misuse of my password. I accept full responsibility for the monitoring and safeguarding of my Account(s). I will immediately notify you in writing, delivered via e-mail and registered mail, if I become aware of any loss, theft or unauthorized use of my password and Account number; or any failure by me to receive a message from you indicating that an order was received and executed; or any failure by me to receive an accurate written confirmation of an execution; or any receipt by me of confirmation of an order and/or execution which I did not place; or any inaccurate information in my Account balances, securities positions, or transaction history. You shall not be liable for any transaction or losses from my Account despite receipt of my notice of loss or unauthorized use of my password if such transaction or loss occurred at or prior to the system tagging of my Accounts, or failure of the computer machine to register such notice of loss or for any reason whatsoever. If I forget my password, I must answer a challenge question online, and the system generated password will be sent to my registered email address. I will immediately change this password upon receipt.
- q. You will accept any amendments to my Account profile as requested by me through my registered email address.
- r. The risks attendant to the use of the Online Trading Facility shall be for my Account in as much as the use of the Online Trading Facility is electronically and system generated. I 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 personal computer is at my own risk and is my sole responsibility. I am 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 in accessing the Website or related services.
- s. I understand that the PSE Data is copyright-protected. I agree not to frame or deep/direct link any information/webpage taken from the Website. This includes all information available to me before and after logging on to the Website.

13. **Collateral.** Any and all securities or contracts relating thereto, now or hereafter held or carried by you in any of my 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 moneys 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 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 securities held by you as collateral for all my liabilities to you.
14. **Inactive or Dormant Account.** At your sole discretion, you may impose charges, amount of which is reasonable, against my Account to cover maintenance costs in the event that my Account is classified as Inactive, or has no trading transaction(s) for more than one (1) year. If my 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 physical certificate(s)) at my 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 through any of my last known addresses. Should any or all of these foregoing measures fail, I agree that you will then (d) turn over the assets remaining in my Account to the SEC (as per SRC 52.1-8F) or (e) do otherwise as instructed by regulators.

15. **Void Transaction.** You are authorized to void this contract without prior notice or to cease contracting business with me for reasons including, but not limited to, my delinquency in settling Accounts or failure to deliver shares sold within prescribed deadlines.

16. **Joint Account ("and" Account) and Joint and Several ("or" Account).** Subject to your policies, if I, the undersigned, shall consist of more than one person, the obligations and liabilities shall be joint and several. Failure to state upon opening that an account is an "and" or "or" joint account, shall be construed to mean a joint "or" account.

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.

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 and several account.

- a. All money, securities, and other assets of every kind payable or deliverable under joint account may in the event of death be paid or delivered to the survivor (as joint tenant) and it is hereby authorized that same be so paid, or the survivor may transfer the account to himself/herself, upon his/her own signature and the production of a written notice and properly certified death certificate of the deceased party.
- b. Any joint owner without right of survivorship account as specified agrees that, 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. All transactions thereafter affecting a non-survivorship account 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 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.

If I hold this Securities Account jointly with another individual(s) under an "and" arrangement, I understand and agree that the instruction, signature and written conformity of all the other members of my Securities Account must be given before you can act upon any transaction. The death of any one of us shall have the same effect as stated in paragraph (b) above.

17. **Indemnification.** I hereby release and hold you, the Company, its 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 transactions with you, including but not limited to, request for release of funds in "or" and/or "and" accounts and disclosure and authority as mentioned above and hereunder, including under FATCA, AMLA, Data Privacy Act of 2012 and other laws and regulations requiring processing/sharing/disclosure of information and its authority to process/share/disclose information related to me and my 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, suits, losses or damages whatsoever that may be instituted arising from or connected from my transactions, request for release of funds in "or" and/or "and" Account and process/sharing/disclosure of information.

18. **Liability on Phishing, Spoofing and Pharming.** I understand that my Account may be compromised through phishing/spoofing/pharming that will enable unauthorized person(s) to withdraw money/transfer fund from my Account. I acknowledge my indispensable role in protecting myself from becoming a victim of phishing/spoofing/pharming. In view thereof, I undertake not to disclose to anyone my 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 agree that I shall be held wholly and solely liable for any and all withdrawals from my account using my Account information through phishing/spoofing/pharming (or similar cyber-crimes). I 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, liabilities related to these.

19. **Authority To Hold/Debit/Freeze the Account/s.** I understand and agree that you, the Company, may be authorized by a lawful order of a competent court or freeze order from regulatory agency, without notice to or prior consent of Investor, to hold/debit the Account(s) in case of 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 the Company receives 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 agree that the Company may freeze/hold the Account until it is satisfied that the conflict has been resolved judicially or extra-judicially or is in receipt of a court order directing the Company 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, the Company will notify me or the Account holder(s) either by phone or in writing at my/his/her designated contact information.

20. **Closing of Accounts.** I hereby authorize the Company to close any of my Accounts, without need of prior notice to and consent from me, in case my Account is misrepresented matters concerning my identity, nature of business and/or any other pertinent information, the Account is used for illegal activities or 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 in any other event when the continuation of the Account is not in the best interest of the Company, or as may be required by law(s) or regulation(s). Further, I understand that you may close my account at your discretion, with prior notice to me, for valid grounds, including but not limited to (1) my violation of the provision of this Agreement or other policy and procedures imposed by the Company; (2) my unprofessional conduct or behavior towards any director, officer, employee, agent or duly authorized representative of the Company; (3) my refusal to update my information after repeated demands from you; (4) my 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 an event of closure or termination by reason of my misrepresentation, the Company shall issue a cashier's check for the balance of my Account. In an event of closure by reason of illegal activities, the Company shall only release the balance of my Account from a lawful order of a competent court. The Company shall send by registered mail or e-mail to my last known address or e-mail address indicated in the Company's records, notice of the closure/termination of the Account and stating the reason(s) thereof and the manner for me to claim or obtain from the Company the balance of my Account, if any, and an instruction to submit or return to the Company the original copy of the investment/stock certificate in my possession, if any.

However, in case of a Company-initiated closure due to, but not limited to, opening of fictitious Account, submission of falsified/fake documents, misrepresentation, etc., the Company shall be entitled to hold the release of the funds unless and until the Investor has submitted valid, legal and acceptable documents proving that he/she is entitled to the funds in the closed Account.

21. **Overcredit, Erroneous Credit, Failure to Debit, etc.** I acknowledge that in case of overcredit, erroneous credit, failure to debit, misposting, or any error in transaction involving any amount, (any and all of which shall be referred to as "Amount/s Due") to my Account/s as appearing in the records/books of FirstMetroSec or as established by FirstMetroSec upon the conduct of investigation, and for whatever cause such as, but not limited to, processing error, systems error, error in communication facilities, I hereby agree and undertake to immediately return to FirstMetroSec the Amount/s Due without need of notice or demand, plus any and all expenses, costs and damages which FirstMetroSec may have incurred, including penalty and interest at prevailing market rate based on the Amount/s Due, in connection with the enforcement of FirstMetroSec's right or authority to recover and collect the Amount/s Due to FirstMetroSec. For this purpose, I irrevocably authorize FirstMetroSec or its representatives to immediately freeze or put on hold the affected Account/s and/or effect the debiting of funds from my Account/s to the

extent of the Amount/s Due, without need of further act and deed, and without FirstMetroSec or its representatives incurring any liability as a consequence thereof. This is without prejudice to the exercise by FirstMetroSec of its right to enforce full recovery and collection of the Amount/s Due, in case my Account/s cannot be debited for any reason such as but not limited to, insufficient balance, as well as the exercise by FirstMetroSec of the legal remedies to which FirstMetroSec 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 by FirstMetroSec of the Amount/s Due, I shall hold the said amount in trust for FirstMetroSec. My failure to account for and return the Amount/s Due to FirstMetroSec shall give rise to a prima facie presumption of misappropriation or conversion with intent to defraud on my part.

22. **Force Majeure.** I agree that you will not be liable to me 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.
23. **Death.** If you, in the event of death of either party to my 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 agree that in case of my death or the death of my co-Account holder, I and my Account will be subject to your policies.
24. **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 amount equivalent to not less than twenty five percent (25%) of the total amount of my indebtedness then outstanding to you. Venue for litigation shall be in the proper courts of Makati, and I hereby waive any other applicable venue.
25. **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.
26. **Revocation.** This agreement shall continue until a signed notice of revocation is received by me or from me, and in the case of such revocation, it shall continue to be effective as to transactions entered into prior thereto. I understand that you may at any time, at your sole discretion and without prior notice to me, prohibit or restrict my access to the use of the Website or related services and my 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.
27. **Amendment.** 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 understand that the change(s) shall take effect at least sixty (60) days after due notice has been given to me through the Website, through email or at my 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. And my failure to manifest or register my objection to the change(s) in writing within thirty (30) days from receipt of the notice or knowledge of the change(s) shall be deemed to constitute acceptance of such changes.
28. **Customer Complaints.** For any concern/ complaint on my account, the Company can be reached through the following:

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

The Company shall then conduct an investigation in accordance with its established procedures and shall notify me of its findings. The findings of the Company shall be final and conclusive.
29. **Effectivity.** This Agreement shall take effect upon the date of signing, as indicated below. This Agreement shall inure in favor of your successors and assigns and shall continue until a signed notice of revocation is received.

I 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 50.00 per certification