

Ex-Date : Aug 12, 2019

## SECURITIES AND EXCHANGE COMMISSION

### SEC FORM 17-C

#### CURRENT REPORT UNDER SECTION 17 OF THE SECURITIES REGULATION CODE AND SRC RULE 17.2(c) THEREUNDER

1. Date of Report (Date of earliest event reported)  
Dec 19, 2019
2. SEC Identification Number  
93269-A
3. BIR Tax Identification No.  
000-361-376-000
4. Exact name of issuer as specified in its charter  
Robinsons Land Corporation
5. Province, country or other jurisdiction of incorporation  
Metro Manila, Philippines
6. Industry Classification Code(SEC Use Only)
7. Address of principal office  
Level 2, Galleria Corporate Center, EDSA corner Ortigas Avenue, Quezon City, Metro Manila  
Postal Code  
1100
8. Issuer's telephone number, including area code  
(632) 633-7631 to 40
9. Former name or former address, if changed since last report  
N/A
10. Securities registered pursuant to Sections 8 and 12 of the SRC or Sections 4 and 8 of the RSA

Title of Each Class	Number of Shares of Common Stock Outstanding and Amount of Debt Outstanding
Common	5,193,830,685
11. Indicate the item numbers reported herein  
9

*The Exchange does not warrant and holds no responsibility for the veracity of the facts and representations contained in all corporate disclosures, including financial reports. All data contained herein are prepared and submitted by the disclosing party to the Exchange, and are disseminated solely for purposes of information. Any questions on the data contained herein should be addressed directly to the Corporate Information Officer of the disclosing party.*



## Robinsons Land Corporation RLC

### PSE Disclosure Form 6-3 - Declaration of Property Dividends *References: SRC Rule 17 (SEC Form 17-C) and Sections 6 and 4.4 of the Revised Disclosure Rules*

#### Subject of the Disclosure

Declaration of Property Dividends

#### Background/Description of the Disclosure

The Board of Directors of Robinsons Land Corporation (the "Corporation") approved on July 31, 2019 the declaration of a property dividend consisting of up to One Hundred Million (100,000,000) common shares of Altus Property Ventures, Inc. (formerly Altus San Nicolas Corp.) ("APVI") with a par value of One Peso (Php1.00) per share to all eligible stockholders of the Corporation as of record date of August 15, 2019.

The property dividend shall be paid at a ratio of one (1) share of APVI for every fifty one and 9384/10000 (51.9384) shares of the Corporation. No fractional shares shall be issued and no shareholder shall be entitled to any fractional shares.

APVI intends to file an application with the Exchange to list its shares by way of introduction. APVI will serve as a vehicle for possible future real estate ventures and opportunities.

#### Type of Securities

- ☒ Common
- ☐ Preferred -
- ☐ Others -

#### Property Dividend

Date of Approval by Board of Directors	Jul 31, 2019
Date of Approval by Stockholders	N/A
Date of Approval by Securities and Exchange Commission, if applicable	Nov 15, 2019
Other Relevant Regulatory Agency, if applicable	N/A

<b>Date of Approval by Relevant Regulatory Agency, if applicable</b>	N/A
<b>Property to be Distributed</b>	Shares of stock of APVI
<b>Entitlement Ratio</b>	1 APVI share for every 51.9384 shares of RLC
<b>Record Date (to be determined after necessary approvals)</b>	Aug 15, 2019
<b>Payment Date (to be determined after necessary approvals)</b>	Dec 20, 2019

**Other Relevant Information**

This PSE form 6-3 Declaration of Property Dividends is being further amended in order to include the payment date of the property dividend. Please refer to the attached Shareholder Advisory concerning the distribution of the property dividend.

**Filed on behalf by:**

<b>Name</b>	Rosalinda Rivera
<b>Designation</b>	Corporate Secretary



43<sup>rd</sup> FLOOR ROBINSONS EQUITABLE TOWER ADB AVE. COR. POVEDA RD. ORTIGAS CENTER, PASIG CITY  
TEL. NO.: 633-7631 to 40, 240-8801 FAX NO.: 633-9207, 240-9106

## ADVISORY TO SHAREHOLDERS

December 19, 2019

Re : Property Dividend Distribution Date

This refers to the property dividend declared by the Board of Directors of Robinsons Land Corporation (the “Corporation”) on July 31, 2019 in favor of the registered shareholders of the Corporation as of record date of August 15, 2019 (the “Receiving Shareholder/s”), consisting of common shares of Altus Property Ventures, Inc. (formerly Altus San Nicolas Corp.) (“APVI”) held by the Corporation (the “Property Dividend”). The distribution date of the Property Dividend is on **December 20, 2019** (the “Dividend Distribution Date”).

APVI is a corporation duly organized and existing under and by virtue of the laws of the Philippines. It was incorporated on March 28, 2007 as a real estate company and currently has an authorized capital stock of 100,000,000 common shares with a par value of ₱1.00 per share. It is a wholly-owned subsidiary of the Corporation.

In connection with the Property Dividend, the Securities and Exchange Commission (SEC) issued the Certificate of Filing the Notice of Property Dividend Declaration on November 15, 2019, and the Certificate Authorizing Registration evidencing payment of the relevant taxes due on the Property Dividend was issued by the Bureau of Internal Revenue (“BIR”) on December 6, 2019.

We advise that the stock certificates covering the Property Dividend, net of final tax withheld by the Corporation, consisting of Ninety-Three Million Eight Hundred Ninety-Three Thousand Six Hundred Thirty Four (93,893,634) common shares of APVI (referred to individually or collectively, as the context may require, as the “Dividend Shares”), will be issued on the Dividend Distribution Date (“Property Dividend Stock Certificates”) and shall be kept in custody by APVI as further explained below. On the Dividend Distribution Date, the Dividend Shares will be recorded in the name and for the account of the Receiving Shareholders in the books of APVI.

APVI will file an application with the Philippine Stock Exchange (“PSE”) for the listing by way of introduction of all the common shares of APVI, including the Dividend Shares (the “APVI Shares”). The PSE has not approved the application for listing of the APVI Shares. Such listing application will be subject to APVI’s compliance with SEC and PSE rules and regulations. In the event that the PSE approves the listing application of APVI and to comply with the listing rules of the PSE, all the stock certificates covering the APVI Shares including the Property Dividend Stock Certificates shall be lodged and deposited by APVI with the Philippine Depository and Trust Corp. (“PDTC”) in the name of the PCD Nominee Corporation.

Please be guided by the following with respect to the Dividend Shares:

1. Subject to approval by the PSE of the listing application of APVI and to comply with the listing rules of the PSE, all the APVI Shares must be in scripless form. Consequently, Receiving Shareholders who do not have an existing account with a PDTC Depository Participant shall open and establish an account in their names with First Metro Securities Brokerage Corporation (“First Metro Securities”), a PSE-accredited securities

broker designated by the Corporation for its listing application. (As used herein, “Shareholder Account/s” shall mean either an account opened with First Metro Securities or an account with a PDTC Depository Participant.) Attached herewith are the list of requirements and the appropriate forms for the opening of a Shareholder Account with First Metro Securities.

2. In the event that the PSE approves the listing application, APVI shall list the APVI Shares with the PSE. The Dividend Shares shall be credited in the account of First Metro Securities with the PDTC, which will be created to hold all the Dividend Shares (the “Dividend Account”).

3. First Metro Securities shall credit the Dividend Shares to the respective Shareholder Accounts on the listing date. Any Dividend Shares pertaining to Receiving Shareholders who do not have Shareholder Accounts with a PDTC Depository Participant or who have not opened their respective Shareholder Accounts with First Metro Securities shall remain in the Dividend Account until such time that the Shareholder Accounts are opened. The Corporation has remitted to the BIR the final tax due on the Dividend Shares, and such number of shares equivalent to the final tax due has been withheld.

4. In the event that the PSE approves the listing application of APVI, the Receiving Shareholder, through the issuance of the relevant instruction to First Metro Securities, shall have the option to do the following after the listing of the APVI Shares:

- a. Retain the Dividend Shares in their Shareholder Account with First Metro Securities;
- b. Transfer the Dividend Shares to another PDTC Depository Participant;
- c. Request for the upliftment of the Dividend Shares and the issuance of stock certificates covering the Dividend Shares.

For any questions on the foregoing, you may address them to the following:

*APVI Transfer Agent:*  
BDO Unibank, Inc. - Transaction Banking Group  
15/F South Tower BDO Corporate Center  
7899 Makati Ave., Makati City  
Tel. No.: +63 2 8878 4054

For questions on the opening of accounts with First Metro Securities, you may address them to the following:

Mary Grace S. Haguring Head - New Accounts First Metro Securities Brokerage Corporation Email: <a href="mailto:mhaguring@firstmetrosec.com.ph">mhaguring@firstmetrosec.com.ph</a> Tel. No.: +63 2 8859 0600	Ronald Emmanuel A. Co Head - Operations and Administrative Services First Metro Securities Brokerage Corporation Email: <a href="mailto:rco@firstmetrosec.com.ph">rco@firstmetrosec.com.ph</a> Tel. No.: +63 2 8859 0600
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## First Metro Securities Account Opening Process

1. Visit [www.firstmetrosec.com.ph](http://www.firstmetrosec.com.ph), and click on OPEN AN ACCOUNT.
2. Choose from the following:
  - a. Metrobank Account Holder
  - b. Other Banks' Depositor
    - i. **"Philippine Driver's License"** or **"PRC"** are the only IDs accepted (for the mean time)
    - ii. Video Call Schedule for eKYC (via FB Messenger, Skype, Facetime, Viber, WeChat app)
  - c. On-Site Account Opening (personal appearance at FirstMetroSec office)
3. Requirements:
  - a. One (1) Valid ID:
    - Driver's License
    - PRC ID (front & back)
    - Passport
    - SSS or GSIS Card
    - Unified Multi-purpose ID
    - Philhealth Card
    - TIN Card
    - Voter's ID
    - Senior Citizen ID
    - ID with address
  - b. One (1) Proof of Address (if preferred mailing address is Home):
    - Bank Statement
    - Credit Card Statement
    - Insurance Statement
    - Electricity Bill
    - Water Bill
    - Telephone or Cellphone Bill
    - Cable/Internet Bill
    - Association Dues
    - Remittance Receipt

\*\*If the Home address is indicated in the ID presented, no need for the proof of address
  - c. One (1) Proof of bank account that shows the complete name and bank account number
    - Passbook that shows the name and bank account number
    - Teller validated deposit slip
    - ATM with name and account number
    - Wire transfer confirmation

\*\*Please ensure that the account name and currency are the same as your FirstMetroSec account
  - d. Other requirements:

1. Active Email Address
2. Pen and Bond Paper for Specimen Signatures
3. Be ready to nominate a bank account where you want to receive your proceeds
4. TIN and SSS/GSIS number

e. Additional Requirement for Special Case

1. For Self-Employed Investors
  - a. Proof of Business
    - i. Business Permit
    - ii. DTI/SEC/BIR Registration
    - iii. Mayor's Permit
    - iv. BIR 2303 Form
2. For Foreign Investors
  - a. US Person / Residing in US – FATCA and Enhanced Due Diligence forms (see attached)
  - b. Non-US Person – Enhanced Due Diligence form (see attached)
3. For Police/Military/Government Officials
  - a. Enhanced Due Diligence form (see attached)

4. Complete the Online Profile Form provided

5. Verify the E-Mail by clicking the ACCOUNT EMAIL VERIFICATION link (check Inbox or Spam folder)

6. Upload clear copies of required documents through our website or email it to

[accountopening@firstmetrosec.com.ph](mailto:accountopening@firstmetrosec.com.ph)

7. Once activated, you will be informed via email. Activation is within 2-3 business days as soon as complete requirements are received.

## Additional Information for Individual Account

Name \_\_\_\_\_

TIN \_\_\_\_\_ Source of Funds \_\_\_\_\_

Other bank account number/s maintained	
Bank	Banking Services Availed
Listed companies where client is a Director, Officer or Stockholder	
Company	Position
FOR PEP Only – Names of Immediate Relatives (first degree):	

IDs presented (refer to list of valid IDs below)

<input type="checkbox"/>	Driver's License
<input type="checkbox"/>	Passport
<input type="checkbox"/>	SSS/SSS UMID
<input type="checkbox"/>	GSIS ID/GSIS eCard
<input type="checkbox"/>	Senior Citizen's Card
<input type="checkbox"/>	Voter's ID
<input type="checkbox"/>	Government office ID
<input type="checkbox"/>	Philhealth Card
<input type="checkbox"/>	PRC ID
<input type="checkbox"/>	Seaman's Book
<input type="checkbox"/>	OFW ID
<input type="checkbox"/>	OWWA ID (Overseas Workers Welfare Administration)
<input type="checkbox"/>	Police Clearance
<input type="checkbox"/>	NBI Clearance
<input type="checkbox"/>	ACR/ICR
<input type="checkbox"/>	Company ID issued by private institutions supervised/regulated by BSP, SEC or IC
<input type="checkbox"/>	GOCC ID
<input type="checkbox"/>	IBP ID
<input type="checkbox"/>	Postal ID
<input type="checkbox"/>	School ID (if student)
<input type="checkbox"/>	TIN
<input type="checkbox"/>	Barangay Certification
<input type="checkbox"/>	DSWD Certification
<input type="checkbox"/>	NCWDP Certification



### **CERTIFICATION, CONSENT AND WAIVER**

This is to certify that I, \_\_\_\_\_ am

☐ a U.S. Person

☐ not a U.S. Person and have submitted copies of any the following documents\* to prove such status which are attached to this form. Failure to submit the required documents entitles the Company (as defined below) to treat me as a U.S. Person.

That, I maintain financial account(s) (the "Account", irrespective of number) with First Metro Securities Brokerage Corporation, a securities broker-dealer duly registered under the laws of the Republic of the Philippines, with principal office address at 18<sup>th</sup> Floor PSBank Center, 777 Paseo de Roxas, Corner Sedeño St., Makati City, Philippines (hereinafter referred to as the "Company");

That, as a U.S. Person, I am subject to the requirements of the United States Foreign Account Tax Compliance Act ("FATCA") and the regulations of the United States Internal Revenue Services ("US IRS"), including all subsequent amendments or supplements thereto (collectively "FATCA/US IRS Regulations"), which require the Company to report directly to the US IRS information about financial accounts held by US taxpayers or held by foreign entities in which US taxpayers hold a substantial ownership interest.

This Certification, Consent and Waiver signifies:

1. My consent and waiver of my right of confidentiality under bank secrecy laws including, but not limited to, Republic Act Number 1405 or the Law on Secrecy of Bank Deposits, of Republic Act Number 6426 or the Foreign Currency Deposit Act, and Republic Act Number 8791 or the General Banking Law of 2000, as amended in each case;
2. My agreement and consent to the processing and updating of all information relative to my Account under Republic Act Number 10173 or the Data Privacy Act of 2012;
3. My consent and waiver of such rights and privileges under any other law of the Philippines which will require the issuance of a consent and/or waiver for the disclosure and/or processing of any and all information relating to my Account with the Company for purposes of compliance with FATCA; and
4. My acknowledgment and consent for the Company to report and disclose to the US IRS the following information (and/or such other information as may be required), relative to the Account pursuant to the FATCA/US IRS Regulations (the "Required Information"):
  - a. The name, address and U.S. tax identification number (TIN)
  - b. In the case of any account holder that is a U.S. entity with one or more U.S. owners, the name, address and TIN of each substantial U.S. owner of such entity;

- c. The account number;
- d. The year-end account balance or value; and
- e. Gross receipts and gross withdrawals or payments from the account.

If the Company is not already in possession of the Required Information, I undertake to provide the Company such information.

This Certification, Consent and Waiver is given by me only for purposes of compliance by the Company with the FATCA.

Where I have answered that I am not a U.S. Person and have submitted the required documents in support thereof, I hereby affirm and confirm the truth of such declaration. I undertake to inform the Company in writing of any change in circumstance that will affect the accuracy of such declaration within thirty (30) calendar days from the occurrence of such change. Further, I hereby acknowledge that the Company shall operate the Account on the basis of such declaration. In the event that the Company discovers that I am a U.S. Person, then the Company, its subsidiaries and affiliates, are hereby absolutely and unconditionally authorized to report and disclose to the U.S. IRS the Required Information. I further undertake to provide the Company with such Required Information as may be requested by the Company.

By signing this Certification, Consent and Waiver, I hereby undertake to indemnify and hold the Company, its directors, stockholders, officers, employees, representatives, agents or relevant units of the Company, free and harmless from and against all liabilities, claims, demands, actions, proceedings, losses, expenses and all other liabilities of whatsoever nature or description which may be suffered or incurred by the Company, its directors, stockholders, officers, employees, representatives, agents or relevant units of the Company, arising from or in connection with the implementation of this Certification, Consent and Waiver.

By signing hereunder, I hereby confirm that I have read and understood this Certification, Consent and Waiver, or have had the same read and explained to me in a language known to me and I have understood its import.

Signed:

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Signature over printed name / Date

*\* Acceptable documents that will establish qualification as non-US Person.  
Note that proof of holding a non-US passport may not suffice.*

CUSTOMER ACCOUNT INFORMATION FORM
Institutional/Corporate/Partnership Account



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18F PSBank Center
777 Paseo De Roxas corner Sedeño St.
Makati City, 1226 Philippines
Tel. No. (632) 859 0600
Fax No.: (632) 859 0698

Form fields including: ACCOUNT NAME, ACCOUNT CODE, DATE, Type of Account (Cash, Margin, Regular, Discretionary), COMPANY DETAILS (Company Name, Principal Business Address), SEC Registration No., Form of business organization, Type of business/Nature of Operation, Years of operation, Is business tax-exempt?, Nationality, CONTACT DETAILS (Business, Fax, Mobile, Email), Mailing Address, FINANCIALS (Sales, Current Assets, Total Liabilities, Net Income, Total Assets, Equity), INVESTOR PROFILE (Investment/s to be handled by, Investment Objective), SOURCE OF FUNDS, and Corporate Personnel Authorized to Transact on Behalf of the Company.

Do you have accounts with other Broker/s or Dealer/s? YES NO
Name of Broker/Dealer: Contact Person:
Name of Broker/Dealer: Contact Person:

ACCOUNT HANDLING

Registration of stocks bought in the name of: First Metro Securities (Street Registration/PCD-enrolled Account
Proceeds from sale, cash dividends, etc.
For credit to:
Registered MetrobankDirect Account No.
Other Bank Account: Account Number
For pick-up from First Metro Securities by any one of us or by our authorized representative
For delivery/mail to my/our registered mailing address
Confirmations, name certificates and other documents
For pick-up from First Metro Securities by any one of us or by our authorized representative
For delivery/mail to my/our registered mailing address
We would like Notices of Corporate Actions of our shares (stockholders' meeting, dividend declaration, rights offering)
to be sent to us directly by the Transfer Agent Yes No

CHANNEL

How did you learn about First Metro Securities Brokerage Corporation?
Online Ad Billboard Metrobank IDD Client of First Metro Securities
Print Ad Metrobank branch Tutorials Officer/Staff of First Metro Securities
Others

Basic Requirements

- 1. SEC Registration - certified true copy
2. Articles of Incorporation/By-laws/Partnership Agreement - certified true copy
3. Secretary's Certification of Authorized Signatories - Notarized
4. Latest Audited Financial Statements - certified true copy
5. Latest General Information Sheet filed w/ SEC - certified true copy
6. BIR Form 2303 - certified true copy
7. Photocopies of IDs of authorized signatories & corporate secretary
8. For Dealers/stockbrokerage firms: SEC License to Operate

CONFORME

We hereby certify that all data statements on this form are correct and complete, and are made for the purpose of opening an account, and the signature/s appearing hereon are genuine. We authorize you to obtain such information as you may require concerning the statements made in this application, and that the sources from which you may verify are authorized to provide any information relative to this application. We agree that the application may remain as First Metro Securities Brokerage Corporation's property whether the application is granted or not.

Authorized Signatory - Signature over printed name / Date
Authorized Signatory - Signature over printed name / Date

For Internal Use Only by FMSBC

Table with 4 columns: Comm Rate, Name, Signature, Date. Rows include Salesman / Trader, Checked vs. Negative Watchlist, Encoder, Approver, and Compliance Reviewer.

Checklist for accepting Metrobank Branch:

- 1. Specimen signature card - sig verified
2. CAIF - sig verified
3. Signed Terms & Conditions or Online Trading Agreement -sig verified
4. SEC registration - certified true copy
5. Articles of incorporation & by-laws/partnership - certified true copy
6. Notarized secretary's certification of authorized signatories authorized to trade with FMSBC
7. Latest Audited Financial Statements - certified true copy
8. Latest General Information Sheet filed with SEC - certified true copy
9. BIR Form 2303 - certified true copy
10. KYC Reliance form
11. Copy of 2 valid IDs -stamped as original seen & sig ver.
12. For Dealer/stockbrokerage Firms: SEC License to Operate

Additional Information on Authorized Signatory / Primary Officers / Stockholders / Directors / Trustee / Partners owning at least 2% voting rights ( as required by BSP MORNBF Section 4806Q.2.a)
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Name:	
Position / Nature of work:	TIN:
Nationality:	Source of funds:
Date of Birth:	Birthplace:
Present Address:	
Permanent Address:	<input type="checkbox"/> same as present
Contact nos.	
Gov't Issued / Valid IDs presented	
If stockholder, % of stock participation	Signature:

Name:	
Position / Nature of work:	TIN:
Nationality:	Source of funds:
Date of Birth:	Birthplace:
Present Address:	
Permanent Address:	<input type="checkbox"/> same as present
Contact nos.	
Gov't Issued / Valid IDs presented	
If stockholder, % of stock participation	Signature:

Name:	
Position / Nature of work:	TIN:
Nationality:	Source of funds:
Date of Birth:	Birthplace:
Present Address:	
Permanent Address:	<input type="checkbox"/> same as present
Contact nos.	
Gov't Issued / Valid IDs presented	
If stockholder, % of stock participation	Signature:

Name:	
Position / Nature of work:	TIN:
Nationality:	Source of funds:
Date of Birth:	Birthplace:
Present Address:	
Permanent Address:	<input type="checkbox"/> same as present
Contact nos.	
Gov't Issued / Valid IDs presented	
If stockholder, % of stock participation	Signature:

Name:	
Position / Nature of work:	TIN:
Nationality:	Source of funds:
Date of Birth:	Birthplace:
Present Address:	
Permanent Address:	<input type="checkbox"/> same as present
Contact nos.	
Gov't Issued / Valid IDs presented	
If stockholder, % of stock participation	Signature:

(please use another sheet if necessary)

**Terms and Conditions (v092017)**

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.

"Metrobankdirect" is an online banking facility granted by Metrobank which may be availed of by a First Metro Securities Brokerage Corporation client for as long as it is offered, and provided that the client continues to be qualified under Metrobankdirect's own terms and conditions.

"Website" refers to [www.firstmetrosec.com.ph](http://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 the 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 Company policies and the 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 immediately inform and furnish you with all necessary supporting documents. 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/discard 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 PDTC.

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 purposes only.

- 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 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 1:29 p.m., and the market resumes at 1:30 p.m., that the pre-close period is from 3:17p.m. to 3:19 p.m., and that the runoff period is from 3:20 p.m. to 3:30 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.** I am aware that all investments involve risk. In particular, investments in low priced securities, initial public offerings, or options may entail an increased risk of loss and may not be suitable to all investors. Losses may exceed the principal amount I invested. Additionally, the performance of a security does not guarantee future results or returns. I understand that all of my orders are based upon my investment decisions and are unsolicited and my sole responsibility and I will not hold, nor seek to hold you or any of your officers, directors, employees, agents, subsidiaries or affiliates, liable for any trading losses, foreign exchange 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 you shall 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 Metrobankdirect pledge, 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 nor 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. 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 Metrobankdirect 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 waive my rights under existing laws to the confidentiality of bank deposits with regard to the funds in my Trade Settlement Account that I 'pledge\_ or earmark through Metrobankdirect to fund this Stock Brokerage Account with you. I explicitly allow Metrobank to divulge information regarding this pledge and other requirements to you.
- g. I am aware that pledges in my Trade Settlement Account are intended to fund this Stock Brokerage Account with you for my future obligations to you in connection with my purchases of securities, fixed income, mutual funds or other transactions done and services rendered. I understand that the release of my pledges can be requested through Metrobankdirect and I further agree that I can not effect withdrawals thereon to the extent of the amount “pledged” in your favor without your prior approval
- h. 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.
- i. 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 Metrobank 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.
- j. I understand that I will be allowed to purchase equities, fixed income securities, mutual funds or other products, up to the pledged 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.
- k. I shall abide by the internal procedural policy of Metrobank with regard to posting priority of bank transactions to my designated Trade Settlement Account.
- l. 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.
- m. 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.
- n. 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.
- o. 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.
- p. 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.
- q. 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.



- r. 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.
- s. You will accept any amendments to my Account profile as requested by me through my registered email address.
- t. 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.
- u. 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, suit, 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, 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/discard 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 mishandled, misrepresented matters concerning my identity, nature of business and/or any other pertinent information, the Account is used for illegal activities 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).

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. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.

27. **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](mailto: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.

28. **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:

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

B. Lodgment (Certificate Deposit) Fee:

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

C. Transfer (Broker to broker) Fee:

- Php 75.00 per company/stock.

D. Certification of Shareholdings Fee:

- Php 50.00 per certification

**FOR CORPORATE APPLICANTS ONLY:**

Authorized Signatories

Name & Position

Specimen Signature

1. _____	1. _____
	2. _____
2. _____	1. _____
	2. _____
3. _____	1. _____
	2. _____
4. _____	1. _____
	2. _____

Please attach all the relevant documents authorizing the above officers to sign.

**FOR CORPORATE APPLICANTS ONLY:**

Authorized Signatories

Name & Position

Specimen Signature

1. _____	1. _____
	2. _____
2. _____	1. _____
	2. _____
3. _____	1. _____
	2. _____
4. _____	1. _____
	2. _____

Please attach all the relevant documents authorizing the above officers to sign.

**SECRETARY'S CERTIFICATE (sample copy)**

I,       (Name)      , as the Corporate Secretary of       (Name of the Corporation)      , a corporation duly incorporated under the laws of the Philippines, with address at \_\_\_\_\_ after having duly sworn in accordance with law, hereby certify that in a Special Meeting of the Board of Directors dated \_\_\_\_\_ after a motion duly made and seconded, the Board has unanimously approved.

“Resolved, as it is hereby resolved that the corporation shall open and maintain an account with FIRST METRO SECURITIES BROKERAGE CORPORATION located at 18<sup>th</sup> Floor PSBank Center, Paseo de Roxas corner Sedeño Street, Makati City.”

“Resolved further that \_\_\_\_\_ is / are authorized as he/she is authorized to execute trade, to transact and to sign for and in behalf of the said corporation the pertinent papers or documents regarding the said transaction.”

Specimen Signature (s):

(Name) \_\_\_\_\_

IN WITNESS WHEREOF, I hereunto affix my signature this \_\_\_\_\_ day of \_\_\_\_\_ 2008 at \_\_\_\_\_ City.

(Printed Name over Signature)  
Corporate Secretary

SUBSCRIBED AND SWORN to before me this (day) of (month) 2008 at \_\_\_\_\_ affiant exhibiting to me her Community Tax Certificate No. \_\_\_\_\_ issued at \_\_\_\_\_, (date).

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

( should be notarized )