



FOR OFFICIAL USE ONLY

Trading Rep Code/Signature: _____ / _____

Trading Rep Name: _____

APPLICATION FOR OPENING OF TRADING ACCOUNT (PROFESSIONAL / INSTITUTIONAL INVESTOR)

IMPORTANT NOTE

Please refer to the Institutional Terms & Conditions and Section 3 of this form for required documents.
For Direct Market Access (DMA), please request for a copy of the full version of Electronic Trading Terms & Conditions.

1 | APPLICATION AND ACCOUNT TYPE

Type of Account(s) / Service(s)*

- Cash
 Direct Market Access
 Other, Please Specify: _____
 Execution Desk Access
 Custodian Depository _____

* By selecting the services and signing on the respective sections, the client agrees to the relevant Terms and Conditions applicable to the services.

For investors in Indonesia:

C-Best Account Number: _____ Client Code (internal): _____ Taxpayer Number: _____
 SID Number: _____ Branch (internal): _____ Domicile Letter Number : _____

2 | PARTICULARS OF APPLICANT

Full Name

As in Certificate of Incorporation (or the latest Article of Association referring to the Company Law No. 40 year of 2007 (Indonesia only))

Country of Incorporation

(Number of Deed of Incorporation)

Date of Incorporation

Registered Address *(P. O. Box No. not permitted)*

Registration No.

(Business License No. & Date)

GIIN No.

FATCA Status

Mailing Address *(If different from above)*

Nationality of Shareholders owning at least 51% of the Company

(Please tick accordingly)

- Singaporean
 Malaysian
 Thai
 USA (with at least 10% ownership)
 Others *(please specify)* _____

For All (except Singaporean): Permanent Residents of Singapore Yes No

Name of Parent / Holding Company *(If applicable)*

Investment / Management Company *(if applicable)*

Tel No.

Facsimile No.

Email Address

Nature of Business Category

- Mutual Fund
 Financial Institution
 Hedge Fund
 Insurance
 Private Equity
 Others *(Please specify)* _____

Client Type *(for clients based in the Philippines only)*

- Institutional
 Corporate

Tax Identification Number (TIN): _____

Institutional Client Type *(for clients based in Indonesia only)*

- LLC
 Foundation
 Other Entity
 Other Association (not LLC)

Board of Directors (N/A to Philippines):

| Name | NRIC / Passport No. or ID Card No. | Designation | Signature |
|-------|------------------------------------|-------------|-----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Shareholders (N/A to Philippines):

| Name | NRIC / Passport No. or ID Card No. | Designation | Signature |
|-------|------------------------------------|-------------|-----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|--|---|---|--------------|
| Authorised Personnel To Trade: | | | |
| Name | NRIC / Passport No. or ID Card No. | Designation | Signature |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| Contact Personnel: | | | |
| Name | Contact No. | Designation | Email |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| Countries Where Entity Does Business | | Source(s) / Countries of Origin of Funds <i>(please specify)</i> | |
| _____ | | _____ | |
| Investment Experience of Entity | | Investment Objectives | |
| <input type="checkbox"/> 0-3 years <input type="checkbox"/> 3-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> Greater than 10 years | | <input type="checkbox"/> Capital Preservation <input type="checkbox"/> Income <input type="checkbox"/> Growth <input type="checkbox"/> Speculation <input type="checkbox"/> Other <i>(please specify)</i> : _____ | |
| 3 BANK INFORMATION | | | |
| Bank Name | Bank Branch | Account Number | SA/CA |
| _____ | _____ | _____ | _____ |
| 4 GENERAL INFORMATION | | | |
| Financial Information (Income/Networth/Assets) | Confirmation Method | | |
| _____ | <input type="checkbox"/> CTM <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Other <i>(please specify)</i> _____ | | |
| CTM Acronym | ALERT Acronym | Distribution List for Manual Confirmations | |
| _____ | _____ | _____ | |
| _____ | _____ | _____ | |
| 5 TRADING INFORMATION | | | |
| Trading Method | FIX Network Provider | FIX Provider Contact | |
| _____ | _____ | _____ | |
| 6 REQUIRED DOCUMENTS | | | |
| 1. Duly Accomplished and Signed Account Opening Form 2. Specimen Signature Card 3. Signed Account Agreement 4. Latest General Information Sheet (GIS) submitted to SEC (Register of Shareholders) 5. Articles of Incorporation with Certificate of Registration issued by SEC 6. By-laws with Certificate of Registration issued by SEC 7. Board Resolution to open account and the names of key officers authorised to operate the account 8. Last 3 years Audited Financial Statement (AFS) | | 9. Photocopies of 2 valid identification cards of Authorised Signatories and Corporate Secretary 10. For locally domiciled entities – Bureau of Internal Revenue (BIR) Certificate of Registration (duly certified by Corporate Secretary) 11. List of other broker/dealers with whom maintaining an account 12. Account Opening Form – FATCA Supplementary form for Passive NFFEs (only for Passive Non-Financial Foreign Entities) 13. Additional Electronic Trading Agreement (DMA ETA) for FIs who intend to trade via Direct Market Access (DMA) | |

7 | COMMISSION RATES

| Country | Commission Rate | DMA or EDA |
|--------------------------------------|-----------------|------------|
| <input type="checkbox"/> Australia | | |
| <input type="checkbox"/> Bangladesh | | |
| <input type="checkbox"/> Hong Kong | | |
| <input type="checkbox"/> India | | |
| <input type="checkbox"/> Indonesia | | |
| <input type="checkbox"/> Japan | | |
| <input type="checkbox"/> Malaysia | | |
| <input type="checkbox"/> South Korea | | |
| <input type="checkbox"/> Pakistan | | |
| <input type="checkbox"/> Philippines | | |
| <input type="checkbox"/> Singapore | | |
| <input type="checkbox"/> Sri Lanka | | |
| <input type="checkbox"/> Taiwan | | |
| <input type="checkbox"/> Thailand | | |
| <input type="checkbox"/> USA | | |
| <input type="checkbox"/> Vietnam | | |

- For ID markets, please affix the necessary ID information.
- Please tick any countries with which you would like to open accounts directly.
- Commission rates are subject to approval.

8 | SIGNATORY

By signing this account opening application form, the client shall be able to trade and/or transact regionally or through any of the Maybank Group of Companies and will hence be subject to any additional terms and conditions applicable in the respective jurisdictions where Maybank Group of Companies has presence or as may be required by such legal or regulatory bodies in the respective jurisdictions, and the client hereby agrees to be bound by the same. On the basis thereof, the Company has the absolute right at its sole discretion to act or desist from acting, or to approve or reject any application to trade and/or transact through the various jurisdictions and may impose on the client, if deemed necessary, conditions and restrictions upon approval.

Customer's Signature

I hereby certify that I have conducted a face to face interview with the client and have verified the information in the Customer Account Information Form (CAIF) as true and correct to the best of my knowledge and belief. I have verified the legal existence of the Company, sighted all the originals of the documents submitted and undertake full responsibility thereat.

Salesman/Agent

Date

A G R E E M E N T

To : **MAYBANK ATR KIM ENG SECURITIES, INC.**
 17th Floor, Tower One & Exchange Plaza
 Ayala Avenue, Makati City 1226 Philippines

Dear Sirs:

PART A - TYPE OF ACCOUNT

Please open and maintain the following account (*please check*):

- | | | | | |
|---|---------------------------------------|--|---|----------------------------------|
| <input type="checkbox"/> Traditional (Non-Online) | <input type="checkbox"/> Corporate | <input type="checkbox"/> Securities Cash | <input type="checkbox"/> Directional | <input type="checkbox"/> Margin* |
| <input type="checkbox"/> Online | <input type="checkbox"/> Individual | | <input type="checkbox"/> Discretionary* | |
| | <input type="checkbox"/> Single | | | |
| | <input type="checkbox"/> Joint "And"* | | | |
| | <input type="checkbox"/> Joint "Or" | | | |

* A separate agreement will be entered into by the Parties to cover margin financing and/or discretionary account handling.

under the ACCOUNT NAME: _____
 ("Account") in relation to which the Client may from time to time instruct Maybank ATR Kim Eng to purchase, sell and/or hold Investments in accordance with the Terms and Conditions set out herein.

PART B - CLIENT ACCOUNT PARTICULARS

- Client's Name: _____
 Address: _____
- Reference Bank/s: _____
- Nominated Bank under Section 18 hereof: _____ Branch/Address _____
 Type of Account and Account Number: _____ Account Name: _____
- Mode of sending Confirmation Receipts, statement of accounts, receipts and all other communication (collectively "Client Communications"):
 electronic mail ("email") regular mail to the Client's address stated above
 email address: _____

Maybank ATR Kim Eng shall send Client Communications to the email address stated above, without prejudice to the Client requesting that the same be sent to the address stated above. Said Client Communications sent via email to the email address stated above, shall be deemed to have been delivered to the Client on the date, the same was sent by Maybank ATR Kim Eng. Client undertakes to immediately inform Maybank ATR Kim Eng should there be any change in the said addresses.

- *For Retail Clients:* Client represents and warrants unto Maybank ATR Kim Eng that the email address indicated above is Client's personal email address.
- *For Corporate Clients:* Client represents and warrants unto Maybank ATR Kim Eng that the email address indicated above is maintained by person/s authorized by the Client and with authority to receive the Client Communications. Client shall immediately inform Maybank ATR Kim Eng for any change in the said personal email address, for instance through the cessation of employment or engagement of the person/s maintaining and/or controlling said email address.

- Safe Custody:
 - Maybank ATR Kim Eng, until instructed by the Client in writing, otherwise, shall hold the Investment purchased or held in Client's behalf in safe custody.
 - The Client does not require Maybank ATR Kim Eng to render safe custody services in respect of the Client's Investments. Until instructed by the Client in writing otherwise, Maybank ATR Kim Eng shall deliver all documents representing or relating to the Client's Investments to the person/entity appointed by the Client to render safe custody service for its Investments as stated below:
 Name of person or entity: _____
 Address: _____

- Unless instructed by the Client in writing otherwise, Maybank ATR Kim Eng shall credit all sales proceeds for Client's transactions and all dividends issued for the Client into the Account.

- Client shall submit the following filled-up Schedules which will all be made an integral part of this Agreement:

| Corporate Clients | Retail Clients |
|---|---|
| - Schedule 1A, Customer Account Information Form for Corporate Accounts | - Schedule 1B, Customer Account Information Form for Individual Accounts |
| - Schedule 2, Signature Card | - Schedule 2, Signature Card |
| - Schedule 3, Foreign Account Tax Compliance Act Form | - Schedule 3, Foreign Account Tax Compliance Act Form |
| - Schedule 4, Privacy Notice | - Schedule 4 Privacy Notice |
| - Schedule 5, Privacy Consent Form signed by the Corporate Client's Connected Parties | - <i>For Online Account:</i> Schedule 6A, Letter of Authorization |
| - <i>For Online Account:</i> Schedule 6A, Letter of Authorization | - <i>For Online Account that is a Joint Account:</i> Schedule 6B, Addendum for Joint Account |

- The Client will advise Maybank ATR Kim Eng promptly and in writing of any change to the information supplied above and/or in the Schedules hereof. In the absence of any change, the Client shall update its Account information once every two (2) years or as maybe required by Maybank ATR Kim Eng.
- The Client certifies that to the best of its knowledge, information and belief the information stated above and in the Schedules hereof are true, complete, current and correct.

Please sign here: _____

| |
|-------------------------------------|
| PART C- TERMS AND CONDITIONS |
|-------------------------------------|

- 1.1 In addition to the terms above defined, the following words when used in this Agreement, unless the context otherwise requires, shall have the meaning indicated in this Section:

“Account” means the account identified in Part A maintained by the Client with Maybank ATR Kim Eng which will be used to effect Instructions that may be made by the Client, from time to time, concerning the purchase, sale and/or holding of Investments. For purposes of this Agreement, it shall refer to each account opened, notwithstanding whether the same is a single or joint account and shall not mean the collectivity of all accounts where the same Client has been named, whether singly or jointly. It is not a deposit account, it will not earn interest and it is not insured by the Philippine Deposit Insurance Corporation. If the Account is maintained by more than one Retail Client, it is also referred to hereof as Joint Account. If the Account can make use of the Online Trading Facility, it is also referred to hereof as an Online Account.

“Agreement” means this Agreement including all the Schedules and Annexes attached hereto and made integral parts hereof, as may be amended from time to time in accordance with the terms hereof.

“Trading Day” means a regular working day, unless mandated by the government as a holiday, which offices in Pasay City, Makati City and Taguig City are all open to transact business.

“Connected Parties” means the person/s whose information, including personal information and sensitive personal information, is provided by the Corporate Client or on Corporate Client’s behalf to Maybank ATR Kim Eng in connection with the Account and/or the Investments. It includes, but is not limited to, the Corporate Client’s director, officer, authorized representative, substantial owner, beneficial owner, trustee, agent, nominee or any other person with whom the Corporate Client has a relationship that is relevant to the Account and/or Investments.

“Corporate Client” means the Client that is a corporation or non-natural person.

“Client” means such person opening and maintaining the Account under the Terms and Conditions of this Agreement. If the Client is an individual/non-corporate, the Client is also referred to hereof as Retail Client. For Retail Clients who have a Joint Account, each of the said Retail Clients is also referred to hereof as Retail Joint Account Client. If the Client is a corporation, the Client is also referred to hereof as Corporate Client.

“Client Account Particulars” means the items and matters set forth in Part B of this Agreement.

“Clearing House” means the Securities Clearing Corporation of the Philippines (“SCCP”) or any clearing house appointed by the PSE.

“CMIC” means the Capital Markets Integrity Corporation.

“Confirmation Receipt” means the confirmation receipt issued by Maybank ATR Kim Eng specifying the details of the Investments purchased or sold on behalf of the Client.

“Dormant” or **“Dormant Account”** refers to the status of the Account if no trading activity (buying or selling) is effected in the Account for a period of at least three (3) calendar years from the time of last trading activity.

“Funding Account” refers to the infusion of cash corresponding to the Funding Amount by the Client into the Account. For this purpose, the funding shall be made within twenty (20) Trading Days from the opening of the Account.

“Funding Amount” refers to the amount of not less than One Million Pesos (Php1,000,000.00) in stock or in cash, or a combination of both, corresponding to the requirement as stated in Funding of Account above.

“High Risk Securities” refers to securities issued by companies with neither a track record of profitability nor any obligation to forecast future probability as there may be risks arising out of the emerging nature of such companies and the business sectors or countries in which such companies operate. High risks are also associated with trading derivatives, like options and warrants. A high investment risk may be attached to any Investment therein.

“Inactive” or **“Inactive Account”** refers to the status of the Account if no trading activity (buying or selling) is effected in the Account for a period of at least one (1) calendar year from the time of last trading activity.

“Instructions” shall have the meaning ascribed thereto in Section 2.

“Investments” means shares, stocks, bonds, debentures, certificates of deposit and other securities of every type and description and other property and Investments transacted by the Client through Maybank ATR Kim Eng in accordance with this Agreement.

“Joint Account” means an Account held by more than one Retail Client.

“Material Non-Public Information” refers to information that: (a) has not been generally disclosed to the public and would likely affect the market price of the security after being disseminated to the public and the lapse of a reasonable time for the market to absorb the information; or (b) would be considered by a reasonable person important under the circumstances in determining his course of action whether to buy, sell or hold a security.

“Maybank ATR Kim Eng” means Maybank ATR Kim Eng Securities, Inc, a securities brokerage company licensed and registered with the SEC to engage primarily in and to carry on the business of buying or selling securities in the Philippines as a broker or dealer and to this end, it is licensed and authorized to: (i) buy and sell for the account of others or for its own account, securities of all kinds and to engage in the business of effecting transactions relative to stock, notes, debentures, bonds and other securities and commercial papers of any person, partnership, association, syndicate, corporation or government body, agency or instrumentality, local or foreign; (ii) undertake alone, or in conjunction with one or more persons, entities or syndicate, the sale, distribution or solicitation of offers for the purchase or sale of any securities issued within or without the jurisdiction of the Philippines; (iii) purchase, sell or otherwise deal in options, rights or warrants relating to stocks, bonds, debentures and other securities or commercial papers; and (iv) do all activities directly connected therewith or incidental thereto. It is also a trading participant of the PSE and a member of the Securities Investors Protection Fund, Inc. Its office address is located at 17th Floor, Tower One and Exchange Plaza, Ayala Triangle, Ayala Avenue, Makati City, Metro Manila.

“Personal Information” means any information, whether recorded in a material form or not, (I) from which the identify of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual; (ii) about an individual’s race, ethnic origin, marital status, age, color, gender, health, education and religious affiliations; (iii) referring to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings; (iv) issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers, passport number and licenses; (v) information or documentation on a person’s tax status and tax identification numbers; and (vi) any information considered as personal information and sensitive personal information under Republic Act No. 10173 (Data Privacy Act).

“Online Trading Facility” refers to the electronic services offered by Maybank ATR Kim Eng, where its customers may perform various transactions set forth in the Online Terms and Conditions, by using their personal computers or mobile phones where internet access is available.

“Online Account” refers to an Account that can make use of the Online Trading Facility.

“Online Application Software” means Online Service Bureau Application Software and any other software used or to be used in connection with Client’s use of the Online Account and/or Online Trading Facility.

“Online Terms and Conditions” refers to the terms and conditions specific to Online Accounts as stated in Section 11 hereof.

“Online Website” means site/s used and/or authorized by Maybank ATR Kim Eng that the Client will use for its Online Account to be used for the Online Trading Facility.

“Password” refers to the alphanumeric or numeric ID that the Client nominated to access the Online Trading Facility services. In case the Client did not replace the original password given for the Online Account and continued to use said original password, it will also be considered as Password used in this Agreement.

Please sign here: _____

“Parties” collectively refers to Maybank ATR Kim Eng and the Client.

“PDTC” means Philippine Depository and Trust Corporation.

“PSE” means the The Philippine Stock Exchange, Inc, the only stock exchange operating in the Philippines.

“PSE Market Data” refers to any equities market data, price quotations, indices, corporate disclosures, historical data and other information relating to the trading of listed securities in the PSE and made available from the PSE through its various product offerings.

“Retail Client” means the Client who is a natural person or non-corporate.

“Retail Joint Account Client” means the Retail Client who holds the Joint Account with another Retail Joint Account Client.

“SEC” means the Securities and Exchange Commission of the Philippines.

“Settlement Date” means the third Trading Day after the transaction date or the date where the Client’s Instruction are effected by Maybank ATR Kim Eng;

“SCCP” refers to the Securities Clearing Corporation of the Philippines.

“SRC” means Republic Act No. 8799 entitled Securities Regulation Code of the Philippines and its implementing rules and regulations.

“Terms and Conditions” means the terms and conditions as set out in this Agreement, as the same may be amended from time to time. For Online Accounts, the term “Terms and Conditions” also includes the Online Terms and Conditions.

“Trading Day” means a day on which the PSE is open for trading in accordance with PSE’s rules.

“Website” means sites used and maintained by Maybank ATR Kim Eng for its general corporate use, details and announcements. It includes www.maybank-atrke.com, https://maybanktrade.psetradex.ph, and any other website/URL that may subsequently be used by Maybank ATR Kim Eng.

- 1.2 The headings in this Agreement are inserted for convenience of reference only and shall not limit or affect the construction of the provisions hereof. Unless the context otherwise requires, words denoting the singular number shall include the plural and vice-versa, words denoting persons shall include individuals, corporations, partnerships, joint ventures, trusts, unincorporated organizations and any government institution or any political subdivision, agency or instrumentality, words denoting the masculine gender shall include the feminine and neuter gender and words denoting the neuter gender shall include the masculine and feminine gender.

References to a Section shall refer to the Section under Part C-Terms and Conditions hereof. References to Schedules are to be construed as references to the Schedules to this Agreement. References to any document or agreement, including this Agreement, shall be deemed to include (i) the schedules and exhibits thereof and thereto which are attached and made an integral part thereof, and (ii) references to such document or agreement as may be amended or modified from time to time in accordance with its terms, but only to the extent such amendments and other modifications are not prohibited by the terms thereof or of this Agreement, unless otherwise indicated. References to any party to this Agreement or any party to any other agreement shall include its successors or permitted assigns, and in the case of governmental persons, persons succeeding to their respective functions and capacities.

2 ACCOUNT OPENING AND INSTRUCTIONS

- 2.1 The Client undertakes that the Funding Amount will be credited to and recorded in the Funding Account within twenty (20) Trading Days from opening of the Account. No Instruction (as defined below) can be made unless said Funding Amount is recorded in the Funding Account.
- 2.2 The Client hereby appoints and constitutes Maybank ATR Kim Eng or any of its duly authorized agents as its true and lawful attorney-in-fact, for and in the Client’s name, place and stead, to purchase and sell Investments for or deal with moneys in the Account or perform any other transaction relating to the Account upon the verbal or written instructions of the Client, or for Online Accounts upon the Client placing the order in the Online Website or Online Account (the “Instructions”). Upon receipt of the Instructions, Maybank ATR Kim Eng shall, purchase and/or sell Investments in accordance with those Instructions, provided always that (i) any such dealings do not contravene any applicable laws of the Republic of the Philippines or regulations issued by the SEC, PSE, PDTC, CMC or any other regulatory agency or self-regulatory organization in the Philippines; and (ii) Maybank ATR Kim Eng shall have absolute discretion to accept or reject Instructions to purchase Investments on behalf of the Client, despite being Client’s attorney-in-fact as stated above. Unless otherwise stated in this Agreement or advised by Maybank ATR Kim Eng to the Client in writing, Maybank ATR Kim Eng will not be acting as principal in relation to the Client for transactions and circumstances covered by this Agreement.
- 2.3 **THE CLIENT UNDERSTANDS THAT THE PHILIPPINE STOCK MARKET IS A RAPIDLY CHANGING MARKET AND THERE IS AN INHERENT RISK IN INCURRING LOSS IN DEALING WITH STOCKS/EQUITIES/SECURITIES. THE CLIENT ACCEPTS AND ACKNOWLEDGES THAT ANY LOSS INCURRED IN TRADING OR THE PURCHASE OR SELLING OF A SECURITY WHICH WOULD CAUSE ONE TO LOSE PART OR WHOLE OF THE INVESTED CAPITAL IS PART OF THE INHERENT RISK IN TRADING IN THE PHILIPPINE STOCK EXCHANGE. THE CLIENT AGREES TO HOLD MAYBANK ATR KIM ENG FREE FROM ANY AND ALL LIABILITIES AND DAMAGES RESULTING FROM ANY INVESTMENT ADVICE OR RESEARCH THAT THE MAYBANK ATR KIM ENG OR ITS PERSONNEL HAS GIVEN.**
- 2.4 The Client shall be responsible for all orders and instructions, including those which exceed the available stock and/or cash positions in the Agreement.
- 2.5 The Client undertakes: (i) not to give Instructions and/or not to use the Account, including the Online Trading Facility (for Clients with Online Accounts) to trade or cause the execution of a trade when the Client, any of its Connected Person and/or any person who through its association with the Client is considered as an insider under the SRC is in the possession of Material Non-Public Information; and/or (ii) not to engage in any prohibited transactions as provided for in the SRC, particularly any form of fraud, manipulative practice or insider trading.
- 2.6 The Client agrees not to place any Instruction to sell an Investment without the corresponding position in its Account. Any such short sale inadvertently accepted and/or executed by Maybank ATR Kim Eng, including any such sale effected by the Client through the Online Trading Facility, shall be subject to immediate cancellation or liquidation at Maybank ATR Kim Eng’s sole discretion, and all costs and expenses associated with such shall be for the Client’s account.
- 2.7 The Client acknowledges that stock quotes, news and research information which include technical charts and financial data on listed companies and/or the Philippine stock market displayed in the Website, Online Website or any document or material issued by Maybank ATR Kim Eng are provided solely for informational purposes and personal use only. These data has been obtained from sources believed to be reliable. Maybank ATR Kim Eng does not guarantee the accuracy of said information and Maybank ATR Kim Eng shall not be responsible for any loss or damage of whatever nature in connection with any trade made in reliance upon such quotes or information.
- 2.6 The Client understands that Maybank ATR Kim Eng provides no tax, legal, accounting and/or investment advice of any kind, or any opinion on the nature, potential profitability or financial soundness of a particular security transaction. It is further understood that Maybank ATR Kim Eng does not warrant the accuracy of any financial or investment information or services that may be given to the Client and the Client hereby undertakes to conduct its own investigation or study with respect to its Investments.
- 2.7 Any and all instructions by the Client for the purchase or sale of Investments shall be binding on Maybank ATR Kim Eng only upon the issuance by Maybank ATR Kim Eng of a Confirmation Receipt.
- 2.9 Maybank ATR Kim Eng shall use its best efforts to provide the Client with an active Account with monthly statements (in such form as Maybank

Please sign here: _____

ATR Kim Eng shall determine) setting forth: (i) a list of the Investments, if any, held on behalf of the Client; and (ii) details of all transactions entered into in relation to the Account since the date of the preceding statement, if any, and containing such further information as shall be relevant.

- 2.10 Client must notify Maybank ATR Kim Eng within twenty-four (24) hours from its knowledge of such occurrence of: (i) receipt of confirmation receipt of a transaction done which the Client did not instruct; or (ii) receipt of any inaccurate information in its Account balances, securities positions and/or transaction history. It is hereby understood that should the Client fail to immediately notify Maybank ATR Kim Eng within the said period, the Client hereby releases Maybank ATR Kim Eng, its officers, directors, employees, agents, or representatives, of any liability from claim with respect to the handling, mishandling, or the loss of any instruction. In all of such cases, Maybank ATR Kim Eng reserves the right to determine the validity of the Client's objection to a transaction arising from the above-mentioned occurrences and similar instances. In case of conflict or dispute between the information provided by the Client and the trade confirmation in the possession of Maybank ATR Kim Eng, the trade confirmation shall prevail.
- 2.11 The Client agrees that all securities which were purchased by Maybank ATR Kim Eng on behalf of the Client shall be lodged by Maybank ATR Kim Eng with the PDTC and as a result thereof: (i) the securities will be placed under the omnibus account of Maybank ATR Kim Eng with PDTC; and (ii) from the records of PDTC, the Client will not appear as the owner of the securities. In the absence of any written instructions from the Client to the contrary, securities purchased shall be registered as scrippless/electronic/non-certificated shares with the PDTC and the issuer of the said securities under Maybank ATR Kim Eng's name (IF SAFE CUSTODY IS WITH US).

3 JOINT ACCOUNT (APPLICABLE ONLY TO RETAIL CLIENTS HAVING A JOINT ACCOUNT)

- 3.1 The Retail Joint Account Clients agree that since they hold the Joint Account with another Retail Joint Account Client, their obligations and liabilities for the Joint Account shall be solidary, regardless of whether such Joint Account is held under a joint "and" arrangement ('Joint "and" Account') or a joint "or" arrangement ('Joint "or" Account'). As such: (i) any fees and charges due to Maybank ATR Kim Eng is chargeable to anyone of the Retail Joint Account Clients; and (ii) notwithstanding Section 3.2 (b) hereof, any enforcement action, garnishment and execution received by Maybank ATR Kim Eng concerning the Investments, securities or properties of one Retail Joint Account Client can be enforced against all such Investments held by Maybank ATR Kim Eng under the Joint "and" Account or Joint "or" Account regardless of any agreement between the Retail Joint Account Clients concerning the sharing of ownership of the Joint Account, unless the Retail Joint Account Clients inform Maybank ATR Kim Eng on the sharing of interests in the Joint Account upon account opening or at any time prior to Maybank ATR Kim Eng's receipt of the said enforcement action.
- 3.2 For the avoidance of doubt:
- a. in the absence of an instruction/advice or indication that a Joint Account is a Joint "and" Account, the Joint Account shall be construed to mean as a Joint "or" Account;
 - b. Account indicated as Joint "and/or" Account shall be construed as a Joint "or" Account; and
 - c. unless the contrary is proved, the respective interests in the Joint Account is presumed equal.
- 3.3 Each Retail Joint Account Client under a Joint "or" Account, including such Joint "or" Account that is also an Online Account, is authorized to transact for such Joint "or" Account separately and independently of the other, and each Retail Joint Account Client is thus authorized to give instructions to Maybank ATR Kim Eng, withdraw all funds, assets and securities, unless otherwise specified in writing by all Retail Joint Account Clients for the said Joint "or" Account. Each Retail Joint Account Client under a Joint "or" Account hereby irrevocably designates, constitutes and appoints the other Retail Joint Account Client as its attorney-in fact authorized to give Instructions to Maybank ATR Kim Eng, transact, endorse, give instructions, or authorizations, as well as accept on behalf of the other Retail Joint Account, money, securities and other assets of every kind in the Account. Maybank ATR Kim Eng, however, reserves the right to require all Retail Joint Account Clients to undertake an action as Maybank ATR Kim Eng may deemed necessary and appropriate under the prevailing circumstances.
- 3.4 Each Retail Joint Account Client under a Joint "and" Account understands and agrees that the instruction, signature and written conformity of all the Retail Joint Account Clients under a Joint "and" Account are required before Maybank ATR Kim Eng can act upon any transaction. For Online accounts that are Joint "and" Accounts. For Joint "and" Account that is used as an Online Account, the same is subject to the provisions and undertakings stated in Schedule 6B, Addendum for Joint Accounts hereof.
- 3.5 Upon the death of any one of the Retail Joint Account Clients, regardless of whether it is a Joint "and" Account or Joint "or" Account, the surviving Retail Joint Account Client shall immediately provide written notice of the death of the other Retail Joint Account Client to Maybank ATR Kim Eng within twenty-four (24) hours from occurrence of death. Maybank ATR Kim Eng will not be liable for transfers, payments or other transactions that occur in the Joint Account prior to its receipt of such written notice. The Retail Joint Account Clients hereby hold Maybank ATR Kim Eng harmless and free from any liability by reason of its compliance with any notice or direction mentioned in this paragraph.
- 3.6 In case of death of any one of the Retail Joint Account Clients, each Retail Joint Account Client acknowledge that the interest, if any, of the heirs of the deceased Retail Joint Account Client, shall be limited to the share of the deceased Retail Joint Account in the Joint Account, subject to the provisions of Section 3.2 (b) and 3.5 hereof. Regardless if the Joint Account is a Joint "or" Account, all transactions thereafter affecting the Joint Account must be at the joint instruction and upon the joint signatures of the heirs/legal representatives of the deceased Retail Joint Account Client and the surviving Retail Joint Account Client. Any release of the funds and/or Investments shall be subject to applicable laws, rules and regulations, as well as Maybank ATR Kim Eng's policies, procedures and practices.
- 3.7 The Retail Joint Account Clients shall hold Maybank ATR Kim Eng free and harmless from any and all losses, damages, costs, penalties, fines, and taxes incurred as a result of any action or inaction taken by Maybank ATR Kim Eng in connection with Section 3 inclusive hereof.

4 IN-TRUST-FOR ACCOUNT ("ITF ACCOUNT"; APPLICABLE ONLY TO RETAIL CLIENTS HAVING ITF ACCOUNTS)

- 4.1 In case the Account is an ITF Account, the Retail Client warrants that: (i) it is the legal guardian of the individual indicated in the Account as beneficiary thereof ("Beneficiary"); (ii) it is the owner of all assets and Investments placed in the Account; (iii) has set aside the assets and Investments in the Account for the Beneficiary and agrees that ownership over the same shall transfer to the Beneficiary upon the Retail Client's death or when the Beneficiary attains legal age, whichever comes first and in either case, subject to Maybank ATR Kim Eng's receipt of the notice/s required under Section 4.3 hereof and upon payment of the corresponding taxes due thereon. The Retail Client agrees to hold Maybank ATR Kim Eng free from any and all liabilities and damages resulting from the designation of the Beneficiary in an ITF Account.
- 4.2 All Instructions concerning the ITF Account should be made by the Retail Client and not the Beneficiary.
- 4.3 The Retail Client in the ITF Account undertakes to notify Maybank ATR Kim Eng once the Beneficiary reaches legal age, together with the instructions as to the conversion of the ITF Account to an Account in the name of the Beneficiary. Prior to such notification and conversion, Maybank ATR Kim Eng will not act on any instruction not given by the Retail Client.

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- 4.4 Any enforcement action, garnishment and execution received by Maybank ATR Kim Eng concerning the Investments, securities or properties of the Retail Client in the ITF Account and/or Beneficiary can be enforced against all such Investments held by Maybank ATR Kim Eng under the ITF Account.
- 4.5 The Retail Client in the ITF Account, for himself and in behalf of the Beneficiary, shall hold Maybank ATR Kim Eng free and harmless from any and all losses, damages, costs, penalties, fines, and taxes incurred as a result of any action or inaction taken by Maybank ATR Kim Eng in connection with Sections 4.1 to 4.4 above.

5 CUSTODY

- 5.1 Subject to Section 2.11 above, unless otherwise specified by the Client in writing, and unless payment is received within three (3) Trading Days from the date of issuance by Maybank ATR Kim Eng of the Confirmation Receipt, Maybank ATR Kim Eng shall hold, register and record the Investments or any portion thereof in its name or in the name of any of its duly authorized agents.
- 5.2 The custody of the Investments shall be further subject to the conditions of the safe custody services of Maybank ATR Kim Eng and the terms of any credit/margin facility that may be made available by Maybank ATR Kim Eng to the Client through a separate agreement entered into by the said parties.
- 5.3 In the event that Maybank ATR Kim Eng or its duly authorized agents is made liable as a result of holding the Investments in behalf of the Client, Maybank ATR Kim Eng or its duly authorized agents may in its sole discretion, transfer the same to the Client or as the Client may direct. The Client shall indemnify, defend and hold Maybank ATR Kim Eng and/or its duly authorized agents free and harmless from any and all claims, liabilities, losses, damages, and expenses of any nature arising directly or indirectly from claims of third parties which may be asserted in respect of any of the Investments purchased, sold or deposited with or by Maybank ATR Kim Eng or its duly authorized agents, or against Maybank ATR Kim Eng or its duly authorized agents by reason of its holding or having received or held such Investments for the benefit or account of the Client.
- 5.4 Subject to section 2.11 above, the Client hereby authorizes Maybank ATR Kim Eng to register, lodge or deposit any of the Investments with the PDTCC or any other depository as may be selected by Maybank ATR Kim Eng, provided, that upon the Client's call for the delivery of any investment, Maybank ATR Kim Eng shall be bound to deliver identical or similar Investments held by or in the name of Maybank ATR Kim Eng or any of its duly authorized agents.

6 AGENTS

- 6.1 The Client authorizes Maybank ATR Kim Eng to engage agents to perform all or part of the duties under this Agreement and to provide information regarding the Client, instruction, account and/or investment to such agents.
- 6.2 Maybank ATR Kim Eng, upon prior written consent of Client may, at the Client's expense, seek and act on an opinion from any lawyer, accountant or other expert and shall not incur any liability by acting upon such opinion.

7 ASSOCIATED COMPANIES

Maybank ATR Kim Eng may purchase and/or sell Investments on behalf of the Client by placing orders with any other company or client associated with Maybank ATR Kim Eng whether acting as underwriters, investment managers, merchant or commercial banks, brokers, dealers, or otherwise, or with any other broker or dealer as Maybank ATR Kim Eng in its sole discretion may decide.

8 TRANSACTIONS

- 8.1 Maybank ATR Kim Eng shall purchase and/or sell Investments in the PSE or any other exchange registered pursuant to the SRC.
- 8.2 Maybank ATR Kim Eng shall disclose to the Client in all instances when it effects a transaction on the PSE when it is acting for its own account or the account of an associated person or on account with respect to which it exercises investment discretion at or before the completion of the transaction in accordance with Section 34 of the SRC. The Client further understands that it faces a loss of securities if the Client specifically authorizes Maybank ATR Kim Eng to pledge the Client's securities or subject such securities to liens of third parties.
- 8.3 Unless Maybank ATR Kim Eng is advised otherwise by the Client in writing: (a) the Client is deemed as the beneficial owner of the Investments; (b) the Investments are free from all liens and encumbrances; and (c) the Investments are fully paid and that there are no monies or liabilities outstanding or payable in respect thereof.
- 8.4 The Client further undertakes to cooperate with regulatory authorities, such as the SEC the PSE, and other related self-regulatory organization (SRO) during any investigation that may be conducted involving any of the trades that the Client may have ordered and subsequently executed, including any transaction made by the Client using the Online Trading facility.
- 8.5 The Client hereby authorizes Maybank ATR Kim Eng to receive dividends on the Client's behalf. Maybank ATR Kim Eng will credit to the Client's Account or issue a check payable to the Client within thirty (30) days after the payment dates of such dividends.
- 8.6 Maybank ATR Kim Eng shall notify the Client of any subscription rights received by Maybank ATR Kim Eng for the Client's Account.

9 RISK DISCLOSURE STATEMENTS

- 9.1 **THE CLIENT ACKNOWLEDGES 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.**
- 9.2 For any Instruction or transaction involving High Risk Securities:
- 9.2.1 The Client recognizes, acknowledges and undertakes that:
- (i) there are potential risks of investing in High Risk Securities and the Client should make the decision to invest only after due and careful consideration;
 - (ii) 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;
 - (iii) 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 PSE and/or securities that are included in the PSE Index and no assurance is given that there will be liquid market in such High Risk Securities;

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- (iv) high risks are also associated with trading derivatives, like options and warrants;
- (v) a high investment risk may be attached to any Investment therein; and
- (vi) taking into account the foregoing, Client should make a decision to invest only after due and careful consideration.

9.2.2 As Section 9.2 inclusive hereof does not purport to disclose all the risks and other significant aspects of investing in High Risk Securities, the Client undertakes to conduct its own research and study on the trading of High Risk Securities before commencing any trading activity. The Client must seek professional advice should Client be uncertain of, or shall not have understood, any aspect of this risk disclosure statement or the nature of risks involved in trading of High Risk Securities as shown in Section 9.2 inclusive hereof.

- 9.3 **THE CLIENT ACKNOWLEDGES THAT IT IS FULLY AWARE THAT ALL INVESTMENTS INVOLVING SECURITIES/SHARES AND INVESTMENTS INVOLVE RISKS.** In particular, Investments in low priced (speculative) securities, initial public offerings, or options may entail an increased risk of loss and, thus, may not be suitable to all investors. Losses may wipe out the principal amount that the Client has invested. Additionally, the performance of a security does not guarantee future results or returns. Furthermore, the receipt of the trade confirmation upon sending if not disputed within 24 hours upon receipt is binding on the Client. The Client is aware that any losses pursuant to the execution of these orders are fully recognized by the Client as inherent risks and that the Client could suffer substantial losses. The Client could lose any part or the whole of the invested capital due to the nature of the volatility in stock prices.
- 9.4 **THE CLIENT UNDERTAKES TO CONDUCT ITS OWN RESEARCH AND STUDY ON THE TRADING OF SECURITIES/SHARES AND INVESTMENTS BEFORE COMMENCING ANY TRADING ACTIVITY AND BEFORE PLACING AN ORDER OR INSTRUCTION TO MAYBANK ATR KIM ENG. THE CLIENT ALSO ACKNOWLEDGES THAT ALL OF ITS ORDERS ARE BASED UPON ITS OWN INVESTMENT DECISIONS, AND ARE UNSOLICITED AND SHALL BE THE CLIENT'S SOLE RESPONSIBILITY, AND THE CLIENT WILL NOT HOLD, NOR SEEK TO HOLD MAYBANK ATR KIM ENG OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES, LIABLE FOR ANY COSTS, LOSSES, DAMAGES, FINES, PENALTIES, AND TAXES WHICH MAY ARISE OUT OF THE EXERCISE OF MAYBANK ATR KIM ENG'S POWERS AND FUNCTIONS. THE CLIENT FURTHER AGREES THAT, ANY INVESTMENT DECISION THAT IT MAKES OR INVESTMENT STRATEGY THAT IT WILL UTILIZE WILL BE UNDERTAKEN BY THE CLIENT AT ITS SOLE DISCRETION AND AT ITS OWN RISK.**

10. PAYMENT AND SETTLEMENT

- 10.1 Maybank ATR Kim Eng shall not be obliged to make any payment on behalf of the Client except out of funds held by Maybank ATR Kim Eng on behalf of the Client. This is without prejudice to any agreement involving margin financing or credit in connection with the Instructions and Account ("Margin Agreement") that may be entered into by the Parties. In case of conflict between the provisions of this Agreement and any Margin Agreement: (i) for provisions relating to payment and settlement, the terms of such Margin Agreement will prevail; and (ii) for all other provisions, the terms of this Agreement will prevail.
- 10.2 Maybank ATR Kim Eng shall not be obliged to deliver Investments on behalf of the Client except out of Investments held by Maybank ATR Kim Eng on behalf of the Client.
- 10.3 Transactions for the purchase and/or sale of Investments on behalf of the Client may be effected in any currency agreed upon by the Parties.
- 10.4 Payments made by the Client by check shall have the effect of payment only when the same has been accepted in cleared funds by the drawee bank.
- 10.5 For traditional/non-online Accounts, the Client shall pay to Maybank ATR Kim Eng upon the latter's demand or no later than 11:00 am of Settlement Date, whichever is earlier, such amounts to enable Maybank ATR Kim Eng to discharge any liability incurred or to be incurred in connection with transactions effected or to be effected for the Account. For Online Accounts, the Client shall pay to Maybank ATR Kim Eng such amounts necessary prior to placing an order in the Online Trading Facility, unless Maybank ATR Kim Eng has allowed the Client to settle by 11:00am of Settlement Date for a particular transaction. Only Investments that have been paid by the Client in full on Settlement Date shall be recorded under its name under the records of Maybank ATR Kim Eng.
- 10.6 Should the Client fail to pay the amount under Section 10.5 hereof or incur delay in the payment thereof, Maybank ATR Kim Eng may, in its sole option and subject to prior notice on or before ten (10) Trading Days following the transaction date, sell or otherwise dispose of the Investments or other obligation arising from such liability of the Client and/or undertake any action allowed under the SRC. This is in addition to the action/s to be undertaken by Maybank ATR Kim Eng under Sections 10.8 to 10.12 hereof.
- 10.7 If, for any reason, Maybank ATR Kim Eng has not obtained possession of the Investments from the Client on Settlement Date (or for Online Accounts, on the day the order is entered) or the next Trading Day thereafter, Maybank ATR Kim Eng shall immediately close the transaction by purchasing Investments of like kind and quantity for the account of the Client. This is in addition to the action/s to be undertaken by Maybank ATR Kim Eng under Sections 10.8 to 10.12 hereof.
- 10.8 The Client shall likewise reimburse Maybank ATR Kim Eng on demand, any and all costs, expenses and damages incurred in connection with the transactions set forth in this Agreement. The Client also authorizes Maybank ATR Kim Eng in its sole discretion and without need for any demand to debit the Account for any and all charges, costs and expenses which may be incurred in connection with the realization of all or any of the Investments. Any provision in this Agreement to the contrary notwithstanding, any demand for payment by Maybank ATR Kim Eng hereunder may be made verbally and shall be deemed made on the date of first demand for such payment.
- 10.9 The Client shall pay interest on any unpaid amounts with respect to the Account at such rate which is five percent (5%) per annum over the average 91-day Philippine Treasury Bill rate ("Benchmark Rate") for the applicable period from the due date for payment of such amounts until receipt of the same by Maybank ATR Kim Eng. Should the Benchmark Rate be permanently or indefinitely discontinued or should it become temporarily unavailable, Maybank ATR Kim Eng reserves the right to: (i) vary or apply a new Benchmark Rate; (ii) vary or change the rate of interest per annum stated above; or (iii) both (i) and (ii) above, at its absolute discretion from time to time and in any manner, method or mode of calculation as it may deem necessary taking into account any designation or recommendation of a relevant governmental body, generally accepted market practice, prevailing market conditions and analogous circumstances. The Client shall be notified by Maybank ATR Kim Eng for any such changes.
- 10.10 In the event of delay or non-payment as herein referred to, the Client further agrees to pay PDTC fees, dormancy and/or inactivity fees, and other trade related charges, which are identified and with rates or amounts published in the Website until such time that the balance or Investment/s are actually paid, sold or disposed of, as the case may be.
- 10.11 Maybank ATR Kim Eng may from time to time require the Client to place deposits with Maybank ATR Kim Eng in such sums and/or number of securities as may be determined by Maybank ATR Kim Eng pursuant to law, regulation and/or required by prevailing circumstances. Should the Client fail or refuse to place such required deposit, Maybank ATR Kim Eng shall be entitled to refuse to carry out the instructions of the Client.
- 10.12 All Investments which are now or may at any time be in the possession of or deposited with Maybank ATR Kim Eng or its duly authorized

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agents, or with such persons authorized by the Client, whether for safe custody, security or for any specific purpose or generally (which shall include any additional or substituted securities), and all benefits, rights and entitlement arising therefrom or attaching thereto including all dividends and/or interest payable in respect thereof are and shall be a continuing security for the due payment to Maybank ATR Kim Eng of all undisputed and substantiated sums (including interest, commission, charges and expenses) and the satisfaction of all liabilities, present or future, actual or contingent (including liabilities as surety or guarantor), for which the Client is, or may at any time hereinafter be, indebted or liable to Maybank ATR Kim Eng on the Account or in any manner whatsoever and whether alone or jointly with any other person. The security hereby evidenced is to be a continuing security, notwithstanding any intermediate payment or settlement of accounts for the payment of the sums and the satisfaction of the liabilities mentioned above and is to be in addition and without prejudice to any other security which Maybank ATR Kim Eng may now or hereafter hold in respect thereof. For this purpose:

- a. Maybank ATR Kim Eng shall be at liberty, at any time or time thereafter, without notice and without the consent of the Client, to sell so much amount of the Investments as may be sufficient to cover Client's liability to Maybank ATR Kim Eng, in such manner and at such price or prices and whether on tender of cash or credit, as Maybank ATR Kim Eng may deem expedient or proper, without being responsible for loss, as well as to apply the net proceeds thereof in or towards payment of any such sum or liability as aforesaid, and Maybank ATR Kim Eng shall be entitled to sell or dispose of the Investments or any portion thereof at the current market price to any subsidiary and/or associated companies without being in any way liable for any loss occasioned thereby and without being accountable for any subsequent profit made by such subsidiary and/or associated companies. In the event that the net proceeds of the sale shall be insufficient to cover the whole of the indebtedness and liabilities of the Client, the Client undertakes to pay on demand any balance, which may then be due;
- b. Upon the sale of the Investments or any portion thereof which Maybank ATR Kim Eng may make or purport to make under Section 10.12, the statutory declaration made by any of the duly authorized officers of Maybank ATR Kim Eng that the Client is in default and that the power of sale has become exercisable, shall be conclusive evidence of the fact in favor of any purchaser or other persons to whom the Investments or any portion thereof may be transferred under such sale, as a separate and independent stipulation, and the Client shall hold Maybank ATR Kim Eng free and harmless from any and all claims, actions, liabilities or loss made by any person of any defect in the title to the Investments or arising out of this Agreement;
- c. Upon the request of Maybank ATR Kim Eng, the Client shall execute all such transfers, powers of attorney and other documents as Maybank ATR Kim Eng may reasonably require to vest the Investments, or any portion thereof, to/in Maybank ATR Kim Eng or its duly authorized agents, or to such purchasers or transferees;
- d. Maybank ATR Kim Eng may exercise and enforce such rights under Section 10.12 hereof before resorting to other means of obtaining payment or securing performance and shall have the option of resorting to such other means of obtaining payment or securing performance at any time and in any manner without affecting the security herein provided and in such case, without entitling the Client to any benefit from such other means so long as any sum, liability or obligation remains due, owing, payable or outstanding, whether actually or contingently;
- e. The Client irrevocably and by way of security appoints Maybank ATR Kim Eng as its attorney-in-fact and in the Client's name, place and stead to do any and all acts to prepare, complete, execute, seal, deliver and otherwise perfect any deed, contract, assurance, agreement, instrument, or memorandum, and to institute and conduct any proceedings which the Client may cause to execute and do under Section 10.12 hereof or which the Parties deem necessary or prudent in order to effect or complete any sale of the Investments in order to protect, preserve or realize any or all of the rights the Client may enjoy in respect of or under the Investments, including executing any or all of the documents, acts and things set forth in subparagraph (a) hereof. Upon the request of Maybank ATR Kim Eng, the Client shall execute all such transfers, powers-of-attorney and other documents as may be required, necessary of proper, to vest the Investments or any portion thereof in Maybank ATR Kim Eng or such persons designated by Maybank ATR Kim Eng, or for the purpose of perfecting or preserving the rights and interests under or pursuant to Section 10.12 hereof or in respect of the Investments or any of them; and
- f. At such time that Maybank ATR Kim Eng shall be entitled to exercise the rights and powers referred to in subparagraph (a) hereof in respect of the Investments and at any time thereafter, Maybank ATR Kim Eng may at its sole discretion and without need for notice or consent, exercise all voting and other rights attracting to the Investments or any portion thereof, the Client shall procure that all voting and other rights in respect of the Investments are exercised in accordance with such Instructions (if any) as may from time to time be given by Maybank ATR Kim Eng.

11 ONLINE TRADING FACILITY (APPLICABLE TO ONLINE ACCOUNTS ONLY)

In addition to all other provisions of the Agreement, Online Accounts, whether opened upon execution of this Agreement or following such execution, shall also be subject to the following Online Terms and Conditions:

- 11.1 The Client hereby agrees that it shall not copy, or allow copies of the Online Application Software to be made, nor directly or indirectly, export or re-export, or knowingly permit the export or re-export of any unauthorized copy thereof, nor will it attempt to create or recreate the source code, re-engineer or reverse engineer, disassemble or decompile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile, in whole or in part, the Online Application Software. In addition, the Client shall not sub-license, lease, assign, or sub-delegate their access privileges, to the Online Application Software to a third party. The Client undertakes to immediately notify Maybank ATR Kim Eng if it becomes aware of any unauthorized alterations, modifications, and similar actions described above being perpetrated or has been perpetrated by another person or entity.
- 11.2 All PSE Market Data and other information shown in the PSE's trading system/platform are the exclusive property of the PSE, and all copyrights and other property rights therein belong to PSE. Any unauthorized copying, website framing or deep-linking, downloading and re-transmission of the PSE Market Data is strictly prohibited. Thus, all PSE Market Data received by the Client in connection with the Online Account shall be used solely for display and should not be copied, reproduced, re-transmitted or used in any way which violates such limited use, either directly or indirectly. The Client shall not transmit, distribute, redistribute, disseminate or make available to any third party the PSE Market Data received pursuant to this Agreement, nor shall the Client permit, authorize, or cause any third party to sell or offer to sell PSE Market Data using the third party's brand, trademark or name. The Client shall not use for commercial purposes any derivative work created from the PSE Market Data nor shall it allow servers of third parties to connect to the system for the purpose of receiving the PSE Market Data.
- 11.3 The Client acknowledges, represents and undertakes that:
 - a. it is solely responsible for any and all orders placed electronically in the Online Account which are considered as Instructions hereof;
 - b. it will not use the Online Trading Facility for: (i) High-Frequency Trading meaning any type of algorithmic trading in which a computer-driven process of entering or cancelling orders is carried out over sub-second intervals; and (ii) Algorithmic trading or the use of electronic trading platforms for entering orders to the PSE with an algorithm deciding on aspects such as timing, price or quantity of the order or in many cases, initiating the order without human intervention;
 - c. it possesses sufficient financial resources to fulfill its trade obligations;
 - d. it shall participate to all seminars and information sessions concerning the Online Trading Facility as may be set by Maybank ATR Kim Eng from time to time;
 - e. it has sufficient understanding of the Trading Rules and Direct Market Access Rules of the PSE, as well as other pertinent laws and regulations;
 - f. it will at all times comply with the SRC, Trading Rules and Direct Market Access Rules of the PSE, CMIC Rules, rules of the clearing agencies and any subsequent requirement, restriction and/or amendment that may be issued in relation thereto and it will be held liable for any

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- breach of the said laws, rules and regulations;
 - g. all orders that it will execute using the Online Trading Facility are compliant with the SRC, rules issued by the PSE and other pertinent laws and regulations;
 - h. in addition to the Risk Disclosure Statement in Section 9 hereof, it is possible that there be a discrepancy in the data displayed, technical glitches, delayed execution and other similar risks; and
 - i. it agrees and consents to the submission of any electronic recording of online transactions to the concerned regulatory body;
 - j. that the PSE, its directors, officers and employees shall not be held liable to the Client for any and all damages directly or indirectly suffered as a result of the use of or availment of the Online Trading Facility.
- 11.4 The Client agrees that, as a condition for using the Online Trading Facility, it shall notify Maybank ATR Kim Eng within twenty-four (24) hours from the time that it should have become aware of the existence of any of the following:
- a. any loss, theft, unauthorized access and/or use or suspicion of such loss or unauthorized access and/or use of the Client's username and/or Password (collectively "Compromised Password"). Any loss, claim or liability arising from any unauthorized use of the user name and/or Password shall be for the account of the Client until after the Compromised Password has been officially reported to Maybank ATR Kim Eng as provided for herein;
 - b. the Client has placed an Instruction through the Online Trading Facility and the Client has not received an accurate acknowledgement from Maybank ATR Kim Eng of its order Instruction or its execution;
 - c. receipt of confirmation of a transaction done which the Client did not place in the Online Trading Facility, or any unauthorized access of the Client's Password and/or username; or
 - d. the Client has received any inaccurate information in its Account balances, securities positions, or transaction history.

It is hereby understood that should the Client fail to immediately notify Maybank ATR Kim Eng within twenty-four (24) hours from its knowledge of such occurrence, the Client hereby releases Maybank ATR Kim Eng, its officers, directors, employees, agents, or representatives, of any liability from claim with respect to the handling, mishandling, or the loss of any Instruction. In all of such cases, Maybank ATR Kim Eng reserves the right to determine the validity of the Client's objection to a transaction arising from the above-mentioned occurrences and similar instances.

- 11.5 The Client shall open and maintain the Online Account in order to access the Online Trading Facility. The Client shall use the Online Account for the sole purpose of buying, selling, trading or dealing orders for the Investments. Upon approval of the Client's application, Maybank ATR Kim Eng shall immediately create a username and initial password. The Client must immediately change said initial password and any password used by the Client, even if it is the initial password given by Maybank ATR Kim Eng will be considered as the "Password" as used in this Agreement. The username and Password are needed to enable the Client to place orders and access Account information through the Online Website and Online Trading Facility. The Client accepts sole responsibility for the use, confidentiality and protection of the username and Password, as well as for all orders, Online Account history and particulars, and other information entered into its Online Account using such username and Password. Any Account profile change made using the Online Website is as good as if the Client signed it on the Client Account Particulars. In assigning/creating a Password, the Client agrees to use a password containing alphanumeric and special characters for purposes of strengthening the security of such password. The Client shall avoid using simple words or events directly associated with the Client as these are easy to crack.

The online transactions are permitted through the Online Trading Facility only after the Client's username and Password are inputted. After the username and Password have been inputted, Maybank ATR Kim Eng shall have the authority and will rely on such authority to undertake the transactions as Instructions under this Agreement.

The Client acknowledges that simultaneous multiple log-in using the same username and/or Password shall not be allowed.

- 11.6 The Client agrees to assume full responsibility for all transactions made in the Online Account through the use of the username and Password. As a security and protection, the Client agrees not to divulge to nor share with anyone (including employees of Maybank ATR Kim Eng and Client's relatives and/or Connected Persons) its username and/or Password. It is hereby understood that Maybank ATR Kim Eng shall conclusively presume that any transaction that was effected using the Client's username and Password are undertaken by or authorized by the Client. For the avoidance of doubt, it is understood that Maybank ATR Kim Eng does not have the obligation to verify or confirm the authenticity of any transaction received from the Client or purporting to have been made by the Client, using the Client's username and Password. The Client shall undertake all necessary measures to prevent other parties from unauthorized access to the services using the username and Password. The Client further undertakes to cooperate with Maybank ATR Kim Eng in defending and indemnifying Maybank ATR Kim Eng against any liability, costs or damages arising out of claims or suits based upon or relating to such unauthorized access and/or use.
- 11.7 The Client further agrees and undertakes to change its Password from time to time as it may deem necessary, and should the Client feel that its username and/or Password has been compromised in any way, it shall immediately notify Maybank ATR Kim Eng in accordance with Section 11.4 of this Agreement, and correspondingly change its Password through the Online Trading Facility password change module. Any unauthorized use of such username and/or Password Pin shall be for the Client's account until after it has reported the Compromised Password to Maybank ATR Kim Eng and followed by submission of a signed and notarized affidavit concerning the circumstances. Nothing in this Agreement constitutes an express authority on the Client's part to divulge to, share with or authorize other parties to use its username and/or Password.
- 11.9 The Client understands and agrees that, at any time, Maybank ATR Kim Eng has the authority, at its sole discretion, and without notice to the Client, to restrict, cancel, or suspend trading on the Online Trading Facility. Maybank ATR Kim Eng reserves its rights, under certain circumstances, to deny access, suspend the processing of Instructions or to terminate the Online Account, if it has reasonable basis to believe that the Online Account, username and/or Password has been compromised, to ensure fair and orderly trading and/or take the necessary measures to maintain or restore security or performance to the Online Trading Facility.
- 11.10 The Client agrees and understands that in no event shall Maybank ATR Kim Eng be liable for any loss or damage of whatever nature in connection with the implementation of online transactions in the following instances:
- a. disruption, failure or delay relating to or in connection with the access to Online Trading Facility which are due to circumstances beyond the control of Maybank ATR Kim Eng or fortuitous events such as but not limited to prolonged power outages, breakdowns in computers, software, operating systems and telecommunications facilities, failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems including the inability to connect with my internet service provider, severe weather, earthquakes, floods or other such events;
 - b. loss or damage arising out of any fraudulent access or utilization of the Online Trading Facility services due to Compromised Password, with or without the Client's participation;
 - c. inaccurate, incomplete or delayed relay of information due to disruption or failure of any communication facilities used in accessing the Online Trading Facility or due to errors or disruptions in the information or telecommunication networks, internet failure or software or hardware failures; or
 - d. failure or delay in performance of any obligation herein caused by events beyond the reasonable control and without fault or gross negligence of Maybank ATR Kim Eng, such as but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires and/or governmental restrictions.

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- 11.11 The Client understands that the speed by which its orders get posted to the PSE's system is largely dependent on the bandwidth of the Client's internet connection, among others. The Client shall therefore hold Maybank ATR Kim Eng free and harmless for any trade executed on its behalf at a price other than the prevailing price when the Client may have entered its order(s) online as well as its non-execution especially where prices have moved against its favor.
- 11.12 The Client agrees that Maybank ATR Kim Eng can temporarily or permanently discontinue access to the Online Trading Facility, without prior notice to the Client in order to carry out any system maintenance, repairs or upgrades and/or in connection with any action that may be undertaken by the PSE. The Client also agrees that Maybank ATR Kim Eng and/or its service providers may, at any time and from time to time, without prior notice to the Client, vary, change, modify or enhance the Online Website or any of its pages and features, which changes, modifications or enhancements will be deemed part of this Agreement.
- 11.13 The Client understands that Maybank ATR Kim Eng does not guarantee the execution of the Client's orders. Maybank ATR Kim Eng reserves its right to conduct a manual review of the Client's orders in order to verify compliance with existing laws and regulations. In such case, any delay attributable to said manual review is excusable and the Client agrees and accepts the risks of loss associated with such delays. Should the Client wish to cancel its order, the Client agrees that such cancellation is not guaranteed and will only be effected if the Client's cancellation request is received by PSE and matched up with the Client's order prior to the execution thereof. The Client understands any order that has been executed or cancelled will be deemed to have been executed or cancelled only upon its receipt of a written confirmation from Maybank ATR Kim Eng via the Online Website or through the email address provided by the Client.
- 11.14 Maybank ATR Kim Eng will accept amendments to the Client's Account profile as requested and signed by the Client in writing and subject to the submission of required documents where needed through the Client's registered email address.
- 11.15 All orders for the purchase of Investments will be on cash basis and the funds for the purchase should be on hand by Maybank ATR Kim Eng before the buy transaction is placed by the Client in the Online Trading Facility. This is without prejudice to:
- any decision that may be made by Maybank ATR Kim Eng to allow certain transactions made by the Client to be settled no later than 11:00am of Settlement Date. Any such decision made by Maybank ATR Kim Eng is on a per transaction basis only and will not be a guarantee that any similar request from the Client in the future will be accepted. If allowed to settle on Settlement Date, any provision of Online Terms and Conditions inconsistent to settlement/payment on Settlement Date shall not apply and the general provisions on settlement under this Agreement shall govern; and
 - any Margin Agreement that may be entered into by the Parties covering the Online Account.

12 FEES AND EXPENSES

- 12.1 The Client shall pay Maybank ATR Kim Eng commission for any purchase or sale of Investments or any other transaction in respect of the Account at such rates as stated in the Customer Account Information Form and/or as published in the Website from time to time. The rate of such fees is subject to change without need of prior notice to the Client.
- 12.2 The Client shall also pay unto Maybank ATR Kim Eng:
- all taxes due for any purchase or sale of Investment and other transaction in respect of the Account;
 - all PSE Fees and SSCP fees for any purchase or sale of Investment and other transaction in respect of the Account;
 - monthly PDTTC fee computed based on the market value of the Investments representing custodial expenses incurred for the Account; and
 - all other reasonable costs, fees and other similar and out-of-pocket expenses in connection with the purchase and/or sale of Investments.
- The rate of the aforementioned taxes and fees are published in the Website from time to time and is subject to change without need of prior notice to the Client.
- 12.3 The Client further agrees that should the Account be considered as Inactive or Dormant, the Client shall pay unto Maybank ATR Kim Eng a monthly inactivity fee or monthly dormancy fee with rates or amounts published in the Website from time to time until such time that the Account is no longer considered as Inactive or Dormant.

13 SET-OFF

Maybank ATR Kim Eng, with notice to the Client, shall be entitled to set-off any of its claims or any of the fees and expenses due from the Client against any amount in the Account or any payment to the Client that may be made by Maybank ATR Kim Eng, regardless of whether said claim, fee, debt or liability is incurred pursuant to the Account or otherwise and regardless of the same being actual or contingent, or in a currency different from the currency in the Account or the currency of the amount payable to the Client by Maybank ATR Kim Eng.

14 PROCESSING, TRANSFER AND DISCLOSURE OF ACCOUNT INFORMATION

- 14.1 Information obtained by Maybank ATR Kim Eng from the Client shall be treated with utmost confidentiality and shall not be disclosed to unauthorized persons, except in the following instances where the Client has given consent to the disclosure:
- Maybank ATR Kim Eng is authorized to disclose any information regarding the Client and/or concerning the Account and/or Investments, including transactions made in the Account and information concerning the Investments, as well as Personal Information of the Client and/or Client's Connected Parties (collectively as "Account Information") to the SEC, PSE, SSCP, CMC, Anti-Money Laundering Council, clearing houses, depositories, transfer agents, issuers of securities, market participants, any branch or instrumentality of the government, any regulatory agency (private or public) in the Philippines (collectively as "Permitted Parties") and the Permitted Parties' representatives, for the following purposes: (i) as required by law, rule or regulation; (ii) in order to process or facilitate the processing of the Instruction; and/or (iii) upon request or demand of any of the Permitted Parties;
 - Maybank ATR Kim Eng is authorized to disclose Client's Account Information as required through an order of a court or agency;
 - Maybank ATR Kim Eng is authorized to transfer and/or disclose any all Account Information to, and allow use of the said Account Information by: (i) Maybank ATR Kim Eng's its employees, officers, directors, agents, advisers, auditors and service providers; (ii) Maybank ATR Kim Eng's offices, branches, subsidiaries, affiliates, parent companies, associated entities, entities wholly or partially owned by or under common ownership with Maybank ATR Kim Eng wherever situated (collectively "Maybank Group"); (iii) employees, officers, directors, agents, advisers, auditors and service providers of any member of the Maybank Group; and (iv) third parties selected by Maybank ATR Kim Eng or entity in the Maybank Group for any of the following purposes namely: in connection with the provision of any service or product relating to the Client's Account, properties or Investments; data processing; storage; customer satisfaction surveys; anti-money laundering monitoring; review and reporting; statistical, credit and risk analysis; internal audit; external audit; risk management purposes and other analogous circumstances; and as required by laws, rules and regulations, including laws and regulations issued outside the jurisdiction of the Philippines; and
 - such disclosures as stated in the Privacy Notice (Schedule 4 hereof).
- 14.2 The Client agrees to hold Maybank ATR Kim Eng free and harmless from any liability that may arise from any use, transfer, disclosure and/or storage of Account Information under Section 14.1 inclusive hereof.

Please sign here: _____

15. CONFIRMATION

- 15.1 The Client shall do all such things, which are in the opinion of Maybank ATR Kim Eng necessary or desirable to ratify or confirm anything done by Maybank ATR Kim Eng in respect of the Account or the Instructions.
- 15.2 Maybank ATR Kim Eng may from time to time require the Client to provide Maybank ATR Kim Eng with such information or documentary proof in respect of the matters set out in the Client Account Particulars.
- 15.3 Each of Maybank ATR Kim Eng and the Client undertakes to notify the other in the event of any material change to the information provided in the Agreement.

16 LIMITATION OF LIABILITY

Maybank ATR Kim Eng shall not be liable to the Client for any partial or non-performance of its obligations hereunder by reason of any cause beyond the control of Maybank ATR Kim Eng, including but without limitation, any breakdown or failure of transmission, communication or computer facilities, and industrial action, and the failure of any relevant associated company, correspondent, or other agent or principal of Maybank ATR Kim Eng, depository, dealer, exchange, Clearing House or regulatory organization for any reason to perform its obligations. Except for causes directly attributable to the willful default, bad faith or gross negligence by Maybank ATR Kim Eng or any of its agents or any of its directors, officers or employees, Maybank ATR Kim Eng shall not be responsible or liable for any loss or damage that the Client may suffer or incur:

- a. due to acts, omissions or failure of Maybank ATR Kim Eng to execute or perform any transaction which it is authorized to do under these Terms and Conditions or pursuant to any Instructions of the Client;
- b. in respect of any advice or opinion which may be given to the Client pursuant to the Terms and Conditions stated herein; or
- c. any entry or omission to make any entry in the Client's Account, which may be made or required to be made in connection with the Instructions of the Client.

17 INDEMNITY

- 17.1 The Client shall indemnify and hold Maybank ATR Kim Eng free and harmless from and against any and all actions, claims, liabilities, losses, damages and expenses of any nature arising out of any action taken or omitted to be taken in good faith by Maybank ATR Kim Eng pursuant to the Instructions or other notices or requests by the Client or pursuant to the regulations stated herein; provided, that the foregoing shall not apply to any actions that are taken or not taken pursuant to any advice or opinion given by the Maybank ATR Kim Eng or any of its agents (or any directors, officers or employees of Maybank ATR Kim Eng or its agents).
- 17.2 These Provisions and the security hereby created shall remain in effect and binding on the Client notwithstanding any merger or amalgamation that may be effected by Maybank ATR KIM Eng with any other company and notwithstanding any transfer of the whole or any part of the undertakings and assets of Maybank ATR Kim Eng to a new company or of the sale or transfer of all or any part of the undertaking and assets to another company, whether the company with which Maybank ATR Kim Eng shall amalgamate or merge, or the company to which Maybank ATR Kim Eng transfers all or any of its undertakings and assets either on a reconstruction or sale or transfer as aforesaid shall or shall not differ from Maybank ATR Kim Eng in its object, character or constitution, it being the intent that the security hereby created and the provisions herein contained shall remain valid and effectual in all aspects in favor of and with reference to, and the benefit thereof and all rights conferred upon thereby may be assigned to and enforced by, any such company and proceeded on in the same manner to all intents and purposes as if such company had been named herein instead of or in addition to Maybank ATR Kim Eng.

18 TERMINATION OR CLOSURE OF ACCOUNTS

- 18.1 The Client may terminate or close the Account, without giving any reason therefor, upon giving not less than three (3) Trading Days prior written notice to Maybank ATR Kim Eng and by payment of any and all monies outstanding and payable to Maybank ATR Kim Eng in respect of the Account.

Service of notice of termination by the Client to Maybank ATR Kim Eng shall be effective only upon the actual receipt thereof by Maybank ATR Kim Eng. Service of notice shall be deemed complete only when the written directive/instruction expressly states the closure of said account, with the appropriate written instruction as to how the stock or cash position, if any, shall be disposed of.

- 18.2 Maybank ATR Kim Eng may terminate or close the Account at any time for Client's (i) commission of fraud; (ii) for violation of any securities-related or anti-money laundering-related laws or regulations; and/or (iii) other causes as may hereinafter be provided by law or policy, provided written notice is given to the Client three (3) Trading Days prior to the intended date of termination of the Account. Notwithstanding Maybank ATR Kim Eng's initiative to close the Account under this provision, the Client shall inform Maybank ATR Kim Eng in writing on the disposition of Client's stock and/or cash position, if any.
- 18.3 Maybank ATR Kim Eng may close the Client's account at any time the same becomes Dormant, without prejudice to the imposition of the dormancy fee stated in Section 12.3 hereof. If the Account should have remaining cash position, Maybank ATR Kim Eng shall issue a check corresponding to the cash position in favor of the Client or deposit the amount in a bank deposit account under Client's name as may be nominated by said Client or as indicated in Part B hereof. Notwithstanding said closure, the Client shall inform Maybank ATR Kim Eng in writing on the disposition of Client's stock position, if any.
- 18.4 Maybank ATR Kim Eng may close the Client's Account at any time should Client fail to fund the Funding Account with the Funding Amount. Notwithstanding said closure, the Client shall inform Maybank ATR Kim Eng in writing on the disposition of Client's stock and/or cash position, if any.
- 18.5 Any and all fees, expenses, costs and other charges of Maybank ATR Kim Eng accrued or incurred in connection with the Account to the effective date of termination or closure shall be paid by the Client.

19 AML REPORTING

The Client authorizes Maybank ATR Kim Eng to make necessary verifications, records, reports, submittals and other processes, as well as perform such acts for the purpose of complying with the Anti-Money Laundering Act (Republic Act 9160, as amended, Republic Act No. 10368, Republic Act No. 10168 and Republic Act No. 10167), its implementing regulations, and other laws or rules regulating the Accounts and the Client hereby waives its rights under Republic Act No. 1405, as amended, Republic Act No. 6426 as amended, Section 55.1 of Republic Act No. 8791 (General Banking Law of 2000), Republic Act No. 10173 (Data Privacy Act) and other applicable laws or regulations in this regard.

20 U.S. PERSON DECLARATION

If the Client is a U.S. person, it shall identify itself as one [i.e., citizen or lawful resident (green card holder) of the United States of America],

Please sign here: _____

provide its U.S. taxpayer identification number, and comply with documentation requirements per U.S. regulation. The Client declares under penalties of perjury that:

- a. The U.S. taxpayer Identification number that it will give to Maybank ATR Kim Eng is true and correct; and
- b. The Client agrees to waive any bank secrecy, privacy or data protection rights related to his Accounts, properties or Investments.

21 OTHER PROVISIONS

21.1 For all purposes, including any legal proceedings, a certificate by a duly authorized employee or officer of Maybank ATR Kim Eng as to sums and liabilities for the time being due to or incurred by Maybank ATR Kim Eng shall be conclusive evidence thereof against the Client.

21.2 **Amendment of Terms** - The Parties agree to be bound by any amendments to these Terms and Conditions as may be made in writing from time to time.

21.3 **Notices** -

- a. Any notice, instruction or other communications under or in connection with this Agreement may be verbal or written unless otherwise required by these Terms and Conditions and/or any applicable law or regulation. All verbal notices, instructions or communications from the Client to Maybank ATR Kim Eng shall be followed by a confirmation in writing.
- b. All communications and notices required to be in writing shall be personally delivered or transmitted by postage prepaid registered mail or by electronic mail, as follows: (i) for communications to the Client, using the Client's email address or address as stated in Part B of this Agreement; and (ii) for communications to Maybank ATR Kim Eng, using Maybank ATR Kim Eng's email address or address as shown in Section 1.1 of this Agreement.
- c. Notices sent via email shall be deemed duly given on the date of sending/release thereof. Notices sent via registered mail shall be deemed duly given on the date of receipt thereof as indicated in the registry return card.
- d. The Parties may change its email address and/or address for purposes hereof by written notice to the other Party.
- e. Maybank ATR Kim Eng shall have the discretion, which shall be immediately relayed to the Client, to act on any verbal instructions of the Client as it deems fit, whether or not such instructions have been confirmed in writing.

24.4 **Severability** - If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order, or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement.

21.5 **Law and Jurisdiction** -

- a. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- b. The Client irrevocably agrees that any legal action, suit or proceeding arising out of or in relation to this Agreement may be instituted, in any competent court in Makati City and by the execution and delivery of this Agreement, the Client submits to and accepts with regard to any such action, suit, or proceeding for itself and in respect of its properties or assets, generally and unconditionally, the jurisdiction of any such court. The Client hereby waives any objection which it may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and further waives any claim that any such action, suit or proceeding has been brought in an inconvenient forum. The foregoing, however, shall not limit or be construed to limit the rights of Maybank ATR Kim Eng to commence proceedings or to obtain execution of judgment against the Client in any venue or jurisdiction where assets of the Client may be found.

21.6 **Recording of Telephone Instructions and Conversations** - In order for Maybank ATR Kim Eng to render prompt and accurate service, the Client authorizes Maybank ATR Kim Eng to record (without Maybank ATR Kim Eng being necessarily obligated to do so) any and all telephone conversations with the Client, whether initiated by the Maybank ATR Kim Eng or by the Client, including without limitation, the Client's instructions, statements, complaints, inquiries, including any personal information, sensitive personal information and privileged communication that the Client may disclose, and the Maybank ATR Kim Eng's advice and reminders in relation to the Account, Investments and transactions with Maybank ATR Kim Eng. Said recordings can be used by Maybank ATR Kim Eng for any purpose in any proceeding. The Client waives any right under The Anti-Wiretapping Act (Republic Act No. 4200) or any amendments thereto, or any similar law or regulation.

22. DATA PRIVACY

The Client agrees and consents to the Data Privacy Consent stated below and the Privacy Notice under Schedule 4 of this Agreement.

Data Privacy Consent

In compliance with the provisions of the Republic Act No. 10173 (Data Privacy Act of 2012) and its implementing rules and guidelines, the Client hereby allows Maybank ATR Kim Eng to provide and/or continue to provide certain services pertinent to the Account and services the Client availed of.

By signing this Agreement, the Client hereby declares and acknowledges that: (i) it has read, understood, agreed, accepted and consented to the terms of the Privacy Notice attached as Schedule 4 of this Agreement; (ii) unless otherwise advised by the Client in writing, such consent shall continue to be effective even after any revision that Maybank ATR Kim Eng may make to the Privacy Notice.

By signing this Agreement, the Corporate Client also undertakes to: (i) ensure that each of its Connected Parties whose Personal Information is given, or will be given from time to time, by the Corporate Client to Maybank ATR Kim Eng in connection with this Agreement has been notified of and agreed to the processing, disclosure and transfer of their Personal Information as set out in the said Data Privacy Consent and Privacy Notice before the Personal Information is given to Maybank ATR Kim Eng; (ii) advise its Connected Parties concerning all their rights with respect to their Personal Information, including the rights of access to and correction of the said Personal Information; and (iii) submit unto Maybank ATR Kim Eng the Data Privacy Consent duly signed by its Connected Parties (Schedule 5 hereof).

Accordingly, the Client hereby expressly consents to and authorizes Maybank ATR Kim Eng to:

- ✓ request for and to obtain all the Personal Information stated in this Agreement and the Schedules thereof for the purpose of processing Client's application for the Account, all other purposes which are required in relation to any and all products, services and promotions offered by Maybank Group and all other purposes as stated in the Privacy Notice;
- ✓ collect, process and use the Personal Information of the Client and/or Corporate Client's Connected Parties, including their respective sensitive personal information as defined by Philippine law for the purpose of processing the Client's application for the Account, all other purposes which are required in relation to any and all products, services and promotions offered by Maybank Group and all other purposes as stated in the Privacy Notice;
- ✓ use and/or continue to use the Personal Information of the Client and Client's Connected Parties to process transactions and other services as an incident or benefit of the services/product the Client availed of and for other purposes as stated in the Privacy Notice;
- ✓ disclose the Personal Information of the Client and/or Corporate Client's Connected Parties to the persons and entities as stated in the Privacy Notice when required for the purposes stated in the said Privacy Notice; and/or
- ✓ retain and use the Personal Information of the Client and/or Corporate Client's Connected Parties for as long as necessary to fulfil the purpose(s) for which it was collected or to comply with legal, regulatory and internal requirements, and shall remain in effect until such time that

Please sign here: _____

it is no longer required or necessary to keep such information for any other legal, regulatory or business purpose, or at such time that the Client or the Corporate Client's Connected Parties shall submit to Maybank ATR Kim Eng a written cancellation of the consent, whichever is earlier. The Client and the Corporate Client's Connected Parties agree that the Personal Information will be deleted/destroyed upon fulfillment of the purpose or upon the submission of the written cancellation of the consent.

Further, the Client consents to the sharing of the Personal Information of the Client and/or Client's Connected Parties to Maybank Group and its affiliates, as well as to necessary third parties, for any legitimate business purpose, including the conduct of risk management, research, studies and surveys. The Client understands that security systems have been deployed by Maybank ATR Kim Eng to protect such Personal Information

By signing this Agreement, the Client further confirms that all Personal Information provided to Maybank ATR Kim Eng are all true, up-to-date and accurate. Should there be any changes to the said Personal Information, the Client shall immediately notify Maybank ATR Kim Eng.

With regards to promotional and marketing materials: *(please check, if none is indicated, it will be considered as "No")*

Yes, I/we expressly agree to Maybank Group and/or Other Entities processing my/our personal data for promotional and marketing purposes.

No, I/we do not agree to Maybank Group and/or Other Entities processing my/our personal data for promotional and marketing purposes.

The Client shall hold Maybank ATR Kim Eng free and harmless from any complaint, suit or damages which any third party may file or claim in relation to the consent given for data privacy purposes.

CONFORMITY AND SIGNATURES:

The CLIENT has read, understood and accepted the contents of the Agreement and the Schedules stated below and agree to be bound by the said Agreement and Schedule subject to the acceptance by Maybank ATR Kim Eng which will be indicated in the space provided below.

Yours faithfully,

A. RETAIL CLIENT

Signature: _____
 Name in block letters: _____
 Address: _____
 Tax Identification Number (TIN): _____
 Passport/Govt. Issued ID: _____
 Issued On: _____
 Issued At: _____
 Date Signed: _____

SCHEDULES *(unless otherwise stated, all will be applicable)*

Schedule 1B, Customer Account Information Form for Individual Accounts

Schedule 2, Signature Card

Schedule 3, Foreign Account Tax Compliance Act Form

Schedule 4 Privacy Notice

For Online Account: Schedule 6A, Letter of Authorization

For Online Account that is a Joint Account: Schedule 6B, Addendum for Joint Account

For Joint Accounts, additional Retail Joint Account Client/s

Signature: _____
 Name in block letters: _____
 Address: _____
 Tax Identification Number (TIN): _____
 Passport/Govt. Issued ID: _____
 Issued On: _____
 Issued At: _____
 Date Signed: _____

Signature: _____
 Name in block letters: _____

Address: _____

 Tax Identification Number (TIN): _____
 Passport/Govt. Issued ID: _____
 Issued On: _____
 Issued At: _____
 Date Signed: _____

B. CORPORATE CLIENT

Signed on behalf of the Corporate Client pursuant to a resolution issued by its Board of Directors as shown in a certified copy thereof and/or a Secretary's Certificate covering said resolution.

Name of Corporation: _____
 Tax Identification Number (TIN): _____
 Address: _____

 Authorized Representative's Signature: _____
 Authorized Representative's Name: _____
 Designation: _____
 Tax Identification Number (TIN): _____
 Passport/Govt. Issued ID: _____
 Issued On: _____
 Issued At: _____
 Date Signed: _____

- SCHEDULES** (unless otherwise stated, all will be applicable)
- Schedule 1A, Customer Account Information Form for Corporate Accounts
 - Schedule 2, Signature Card
 - Schedule 3, Foreign Account Tax Compliance Act Form
 - Schedule 4 Privacy Notice
 - Schedule 5 Privacy Consent Form signed by the Corporate Client's Connected Parties
 - For Online Account: Schedule 6A, Letter of Authorization

For Additional Authorized Representative/s

Signature: _____
 Name in block letters: _____
 Tax Identification Number (TIN): _____
 Passport/Govt. Issued ID: _____
 Issued On: _____
 Issued At: _____
 Date Signed: _____

Signature: _____
 Name in block letters: _____
 Tax Identification Number (TIN): _____
 Passport/Govt. Issued ID: _____
 Issued On: _____
 Issued At: _____
 Date Signed: _____

C. Witnesses

Signed In the presence of:

Signature: _____

Name in block letters: _____

Date Signed: _____

Address: _____

Occupation: _____

Signature: _____

Name in block letters: _____

Date Signed: _____

Address: _____

Occupation: _____

For office use

Accepted by:
For and behalf of
MAYBANK ATR KIM ENG SECURITIES, INC.

Authorized Officer

Other Remarks:

- (i) Account Group & Commission rate _____
- (ii) Executive in charge _____
- (iii) Nominee Services _____
- (iv) Money on Trust Fund _____

| | |
|---|---------------------|
| For Corporate Applicants Only: | |
| FIRM NAME _____ | |
| ADDRESS _____ | |
| T. I. N. _____ | TEL. NO.: _____ |
| Percentage of holdings by nationalities of stockholders or partners as of _____ | |
| FILIPINOS _____% | |
| U.S. NATIONALS _____% | |
| OTHER NATIONALITIES (Please specify) _____% | % |
| List of officers authorized to sign and endorse stock certificates issued in the name of the Corporation: <i>We hereby declare under pain or perjury that all the information contained herein are true and correct of our own personal knowledge.</i> | |
| | Specimen Signatures |
| Name _____ 1) _____ | |
| Position _____ 2) _____ | |
| Name _____ 1) _____ | |
| Position _____ 2) _____ | |
| Name _____ 1) _____ | |
| Position _____ 2) _____ | |

| | |
|---|---------------------|
| For Corporate Applicants Only: | |
| FIRM NAME _____ | |
| ADDRESS _____ | |
| T. I. N. _____ | TEL. NO.: _____ |
| Percentage of holdings by nationalities of stockholders or partners as of _____ | |
| FILIPINOS _____% | |
| U.S. NATIONALS _____% | |
| OTHER NATIONALITIES (Please specify) _____% | % |
| List of officers authorized to sign and endorse stock certificates issued in the name of the Corporation: <i>We hereby declare under pain or perjury that all the information contained herein are true and correct of our own personal knowledge.</i> | |
| | Specimen Signatures |
| Name _____ 1) _____ | |
| Position _____ 2) _____ | |
| Name _____ 1) _____ | |
| Position _____ 2) _____ | |
| Name _____ 1) _____ | |
| Position _____ 2) _____ | |

Schedule 4 PRIVACY NOTICE

The terms stated hereof shall have the same meaning as those stated in the Agreement with Maybank ATR Kim Eng Securities, Inc. Provided that for purposes of this Schedule alone:

“We”, “we” “Our”, “our”, “Us” and “us” shall collectively refer to the Maybank ATR Kim Eng Securities, Inc. and the Maybank Group, as such term is defined in the Agreement.

“Personal Information” shall have the same definition as stated in the Agreement subject to additional definition as stated in this Privacy Notice. “You”, “you”, “Your” and “your” shall refer to the Retail Client and each of the Corporate Client’s Connected Parties, as such terms are defined in the Agreement.

Section 1. Our commitment to your privacy

This Privacy Notice outlines how we collect, use, maintain and disclose your Personal Information in respect of commercial transactions and how we safeguard your Personal Information.

The privacy practices described in this Privacy Notice, in compliance with the provisions of the Republic Act No. 10173 (Data Privacy Act of 2012) and its implementing rules and guidelines, are primarily intended for Philippine persons and residents. Retail Clients who are residing in the Philippines and Corporate Clients that are organized under Philippine law and/or operating in the Philippines. When accessing our websites and/or availing of our services from outside the Philippines, you acknowledge and agree that your Personal Information may be processed, transferred or maintained in accordance to privacy rules and standards that may differ from your home country’s jurisdiction or from that where you have accessed our sites or availed of our services.

Section 2. Your consent is important

When you request information or sign up for our products and services or when you enter into any commercial transactions with us, you may be required to provide us with your Personal Information, as we are bound by law, policy and/or rules to collect such information. In doing so, you consent to its collection, use, processing and disclosure by us in accordance with this Privacy Notice. Your Personal Information may have otherwise been provided to us by a third party (for example your spouse, a company in which you are a director, an officer or a shareholder, authorized signatory or a partnership in which you are a partner) for products or services that these third parties have sought from us pursuant to commercial transaction entered into with us. In this context, the term “you” or “your” in this Privacy Notice extends to any individual whose Personal Information has been provided to us and/or has been collected in other circumstances as described in Section 3 of this Privacy Notice.

You have the choice, at any time, not to provide your Personal Information or to revoke your consent to us collecting, using, processing or disclosing your Personal Information. However, failure to provide such Personal Information or revocation of your consent may result in us being unable to provide you with the services you require.

Section 3. What types of personal data do we collect?

Personal Information refers to any information that relates directly or indirectly to an individual, who is identified or identifiable from that information or from that and other information in our possession, including any sensitive personal data and expression of opinion, video recordings made through close circuit security surveillance cameras placed for security reasons and audio recordings about the individual.

The types of Personal Information we collect includes the following:

- i. Your name, gender, address, email address, other contact details, age, birthdate, occupation, marital status, telephone/mobile phone number, nationality/citizenship, place of birth, credit history, and your transaction history.
- ii. Proof of identification as may be required under existing rules and/or Maybank Group policy, such as driver’s license, passport, official professional/regulatory membership cards and other similar acceptable documents
- iii. Profession, job, occupation, business or trade interests/assets, employment details
- iv. Account/financial information, source of funds, income, income tax particulars, expenses, investments, tax, insurance, credit history, transaction history or other financial history
- v. Specimen signatures
- vi. Voice recordings and images observed or obtained by MATRKE on account of your dealings or visit to MATRKE, or upon your use of any MATRKE facility.

As may be necessary, we can verify or augment the information you provided through third-party entities, government regulators, judicial and/or supervisory bodies, from which we may, on the occasion thereof, obtain other Personal Information pertaining to you.

We may also collect, use and keep your personal opinions or comments made known to us via feedback or responses to surveys or any other interaction that you had with our employees, authorized representatives, agents and service providers.

The Personal Information we collect can be either obligatory or voluntary. Obligatory Personal Information are those that we require in order to provide you with our products and services. If you do not provide us with obligatory Personal Information, we would not be able to provide you with our products and services. Voluntary Personal Information are those that are not mandatory in order for us to provide you with our products and services. If you do not provide us with voluntary Personal Information, you can still sign up for our products and services. Obligatory and voluntary Personal Information differ for each products and services and will be indicated in the application forms.

Section 4. How do we collect your Personal Information?

We obtain your Personal Information in various ways, such as:

- i. When you sign up for or use one of the many services we provide or when you register an account at any of our websites
- ii. When you contact any of us through various methods such as application forms, emails and letters, telephone calls and conversations you have with our staff. If you contact us or we contact you using telephone, we may monitor or record the phone call for quality assurance, training and security purposes and you give consent for us to record said phone call and for this purpose, you waive your right under Republic Act No. 4200 (Anti-Wire Tapping Act) and any amendment thereof or any similar law or regulation;
- iii. From our analysis of your transactions with us;
- iv. We may also obtain your Personal Information when you participate in customer surveys or when you sign up for any of our competitions or promotions;
- v. When we obtain any data and information from third parties (e.g. credit reference agencies, regulatory and enforcement agencies, employers, joint account holders, guarantors, legal representatives, spouses, parents, guardians, dependents and/or companies/partnership that you hold directorships, shareholdings or partnership in);
- vi. When you enter into any commercial transactions with us including but not limited to you providing goods and/or services or your professional services;
- vii. From video recordings from close circuit security surveillance cameras and audio recordings; and/or
- viii. From publicly available sources.

Section 5. Personal data we collect from our websites

IP Address

An IP address is a number that is automatically assigned to your computer when you signed up with an Internet Service Provider. When you visit our website, your IP address is automatically logged in our server. We use your IP address to help diagnose problems with our server, and to administer our website. From your IP address, we may identify the general geographic area from which you are accessing our website. Generally we do not link your IP address to anything that can enable us to identify you unless it is required by law and regulation.

Please sign here: _____

Information on Cookies

A cookie is an element of data that a website can send to your browser, which may then store it on your system. We use cookies in some of our pages to store visitors' preferences and record session information. The information that we collect is then used to ensure a more personalised service level for our users. You can adjust settings on your browser so that you will be notified when you receive a cookie. Please refer to your browser documentation to check if cookies have been enabled on your computer or to request not to receive cookies.

Section 6. What is the purpose of collecting, using, processing and disclosing your Personal Information?

We may process your Personal Information for the following reasons:

- i. To assess your application for any of our products and services;
- ii. To verify your financial standing through credit reference checks;
- iii. To manage and maintain your Account and other facility;
- iv. To evaluate your financial needs and to continue performing the contractual obligations entered into with us;
- v. To facilitate, approve and process Instructions, applications and transactions;
- vi. Send you statements, billings, notices and other documents
- vii. To respond to your enquiries and complaints and to resolve disputes;
- viii. For internal functions such as evaluating the effectiveness of marketing, market research, statistical analysis and modelling, reporting, audit and risk management;
- ix. Conduct of studies and researches;
- x. Reviewing, developing and improving our products and services, and to determine their effectiveness
- xi. Perform profile analysis, behavioral modeling and analytics for purposes of understanding customer preferences and needs, as well as to understand market trends in order to improve and recommend suitable products and services;
- xii. To communicate with customers regarding updates on products and services, including offers, promotions, discounts and/or rewards;
- xiii. To provide location-based services such as finding our office/s or branches;
- xiv. To prevent fraud or detect crime or for the purpose of investigation;
- xv. Perform appropriate safeguards against fraud or on the improper use of our products and services, as well as for investigation and/or prosecution;
- xvi. For security reasons, in particular Personal Information collected from close circuit security surveillance cameras;
- xvii. Comply with applicable laws of the Philippines and those of other jurisdictions including the United States Foreign Account Tax Compliance Act (FATCA), the laws and regulations on the prevention of money laundering (Republic Act No. 9160 or the Anti-Money Laundering Act of 2001, as amended), as well as applicable policies and guidelines on customer screening;
- xviii. In order to comply with our company or regulatory requirements, or with policies, guidelines or orders of regulators, judicial and/or other supervisory bodies/agencies or authorities;
- xix. To comply with legal and regulatory requirements such as submission of data to credit bureaus, credit information companies, the Credit Information Corporation (CIC); and/or
- xx. Perform such activities required or permitted by law and/or upon your consent.

In addition, we may also use your Personal Information for the fulfilment of any regulatory requirements and for any other reasons connected with providing you the services you require and fulfilment of any commercial transactions entered into by you with us.

From time to time, we may share your Personal Information with other entities within Maybank Group, our agents or subject to your consent, strategic partners with whom we have a relationship with for specific products and services ("Other Entities") as we deem fit and you may receive marketing communication from us or from these other entities about products and services that may be of interest to you. If you no longer wish to receive these marketing communications, please notify us to withdraw your consent and we will stop processing and sharing your Personal Information with these other entities for the purpose of sending you marketing communications.

You have a choice to withdraw your consent for receiving marketing or promotional materials/communication, you may contact us using the contact details found below. Please be aware that once we receive confirmation that you wish to withdraw your consent for marketing or promotional materials/communication, it may take up to fourteen (14) working days for your withdrawal to be reflected in our systems. Therefore, you may still receive marketing or promotional materials/communication during this period of time. Please note that even if you opt out from receiving marketing or promotional materials, we may still contact you for other purposes in relation to the accounts, facilities or services that you hold or have subscribed to with us.

Section 7. To whom do we disclose your Personal Information?

Your Personal Information held by us shall be kept confidential. However, in order to provide you with effective and continuous products and services and subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to financial institutions, we may need to disclose your personal data to:

- i. Other Entities within Maybank Group;
- ii. Credit reference agencies when you apply for any of our credit-based products such as personal loan, credit card, mortgage, etc
- iii. Our agents and service providers with whom we have contractual agreements for some of our functions, services and activities; and/or
- iv. Financial service providers in relation to the products and services that you have with us ;
- v. Strategic partners with whom we have a relationship with for specific products and services if consented to, by you; and/or
- vi. Parties authorised and consented to, by you; and/or
- vii. Enforcement regulatory and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities.

The disclosure of your data may involve the transfer of your Personal Information to places outside of the Philippines, and by providing us your Personal Information you agree to such a transfer where it is required to provide you the services you have requested, and for the performance of any contractual obligations you have with us including for storage purposes.

Section 8. How do we protect your Personal information?

The security of your Personal Information is our priority. We take all physical, technical and organisational measures needed to ensure the security and confidentiality of Personal Information. If we disclose any of your Personal Data to our authorised agents or service providers, we will require them to appropriately safeguard the Personal Information provided to them.

Section 9. How long may we retain your Personal Information?

We will only retain your Personal Information for as long as necessary to fulfil the purpose(s) for which it was collected or to comply with legal, regulatory and internal requirements, and shall remain in effect until such time that it is no longer required or necessary to keep your information for any other legal, regulatory or business purpose. Afterwards we will destruct or delete your Personal Information or otherwise expunged pursuant to our existing Media Disposal Policy and other related policies and procedures.

Section 11. How can you access / correct / update your Personal Information?

We are committed to ensure that the Personal Information we hold about you is accurate, complete, not misleading and up-to-date. If there are any changes to your Personal Information or if you believe that the Personal Information we have about you is inaccurate, incomplete, misleading or not up-to-date, please contact us so that we may take steps to update your Personal Information.

You have the right to access your Personal Information. If you would like to request access to your Personal Information, please contact us. Please note that depending on the information requested we may charge a small fee. We may also take steps to verify your identity before fulfilling your request for access to your Personal Information.

Please sign here: _____

Section 12. Your rights

You have the right to:

- Access your personal data
- Be informed whether personal data is being or has been processed
- Object to the processing of personal data in case of changes or amendments to personal data supplied by you
- Suspend, withdraw or order the blocking, removal or destruction of your personal data from our system, provided that should you exercise this right, we reserve the right to terminate the appropriate services specially where such service or product requires the personal data removed, blocked or expunged
- Require us to update, or to correct/modify, as may be necessary, any of your personal data that you may deem as outdated or inaccurate, as the case may be
- Decline marketing materials, excepting those materials which is found or displayed in our websites
- Decline/object to the sharing of your information with subsidiaries and affiliates or with other companies we have business with, provided that such information is not critical or required by law, regulations or policies in the maintenance of the services or products you availed with us

Section 13. Changes to this Privacy Notice

Please note that we may update this Privacy Notice from time to time. If there are material changes to this Privacy Notice, we will notify you by posting a notice of such changes on our Website or by sending you a notification directly. Do periodically review this Privacy Notice to stay informed on how we are protecting your Information.

This Privacy Notice was last updated in October 2019.

Section 14. How may you contact us?

If you need to contact Maybank ATR Kim Eng, you may visit us at our office in Makati City, call us at +63288498888 or visit us at www.maybank-atrke.com or www.maketrade.com.ph.

Except for the Agreement where this Privacy Notice is deemed an integral part hereof, in case there is a discrepancy on how we collect or use your Personal Information between this Privacy Notice and the terms and conditions of your specific product or service, the terms and conditions of your specific product or service shall prevail.

If you have provided us with Personal Information of a third party, please ensure that you have obtained the third party's consent in relation to the processing and disclosure of their Personal Information and that this Privacy Notice is brought to the attention of any such third party.

MATRKE is a part of the Maybank Group. For a preview of Maybank Group (Investment Bank) Privacy Notice, you may visit the website - <http://www.maybank2u.com.my/Investment-bank/en/privacy-notice.page>

How to Contact Us

For any queries, clarifications or requests on any aspect of this Data Privacy Policy, the exercise of your rights pertaining to your Personal Information or to provide any feedback that you may have about our processing of Personal Information, you may contact Maybank ATR Kim Eng's Data Protection Officer through the following:

DATA PROTECTION OFFICER (DPO)

17th Floor, Tower One and Exchange Plaza
Ayala Triangle, Ayala Avenue
Makati City 1226
Philippines
Telephone: (+632) 849 8988
Facsimile: (+632) 848 5640
Email: dpo@maybank-atrke.com

CONFIRMED AND ACCEPTED:

A. RETAIL CLIENT

| | | | |
|------------------------|-------|------------------------|-------|
| Signature: | _____ | Signature: | _____ |
| Name in block letters: | _____ | Name in block letters: | _____ |
| Date Signed: | _____ | Date Signed: | _____ |
| Signature: | _____ | | |
| Name in block letters: | _____ | | |
| Date Signed: | _____ | | |

B. CORPORATE CLIENT

Name of Corporation: _____

By:

| | | | |
|------------------------|-------|------------------------|-------|
| Signature: | _____ | Signature: | _____ |
| Name in block letters: | _____ | Name in block letters: | _____ |
| Date Signed: | _____ | Date Signed: | _____ |
| Signature: | _____ | | |
| Name in block letters: | _____ | | |
| Date Signed: | _____ | | |

**Schedule 5
PRIVACY CONSENT FORM SIGNED BY THE
CORPORATE CLIENT'S CONNECTED PARTIES**

Name of Corporate Client: _____ ("Corporate Client")

The terms stated hereof shall have the same meaning as those stated in the Agreement with Maybank ATR Kim Eng Securities, Inc., provided that for purposes of this Schedule alone, each signatory hereof is referred to as Connected Party.

"Personal Information" as referred to hereof means any information, whether recorded in a material form or not, (i) from which the identify of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual; (ii) about an individual's race, ethnic origin, marital status, age, color, gender, health, education and religious affiliations; (iii) referring to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings; (iv) issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers, passport number and licenses; (v) information or documentation on a person's tax status and tax identification numbers; and (vi) any information considered as personal information and sensitive personal information under Republic Act No. 10173 (Data Privacy Act).

By signing this Schedule, each Connected Party hereby declares and acknowledges that: (i) he/she has read, understood, agreed, accepted and consented to the terms of the Privacy Notice indicated as Annex A hereof and as Schedule 4 of the Agreement; (ii) unless otherwise advised by the Connected Party in writing, such consent shall continue to be effective even after any revision that Maybank ATR Kim Eng may make to the Privacy Notice.

By signing this Schedule, each Connected Party expressly consents to and authorizes Maybank ATR Kim Eng to:

- ✓ request for and to obtain all of his/her Personal Information stated in the Agreement and the Schedules thereof for the purpose of processing the Corporate Client's application for the Account, all other purposes which are required in relation to any and all products, services and promotions offered by Maybank Group and all other purposes as stated in the Privacy Notice;
- ✓ collect, process and use his/her Personal Information, including his/her sensitive personal information as defined by Philippine law for the purpose of processing the Corporate Client's application for the Account, all other purposes which are required in relation to any and all products, services and promotions offered by Maybank Group and all other purposes as stated in the Privacy Notice;
- ✓ use and/or continue to use his/her Personal Information to process transactions and other services as an incident or benefit of the services/product the Corporate Client availed of and for other purposes as stated in the Privacy Notice;
- ✓ disclose his/her Personal Information to the persons and entities as stated in the Privacy Notice when required for the purposes stated in the said Privacy Notice; and/or
- ✓ retain and use his/her Personal Information for as long as necessary to fulfil the purpose(s) for which it was collected or to comply with legal, regulatory and internal requirements, and shall remain in effect until such time that it is no longer required or necessary to keep such information for any other legal, regulatory or business purpose, or at such time that the Connected Party shall submit to Maybank ATR Kim Eng a written cancellation of the consent, whichever is earlier. Each Connected Party agrees that his/her Personal Information will be deleted/destroyed upon fulfillment of the purpose or upon the submission of the written cancellation of the consent.

Further, each Connected Party consents to the sharing of his/her Personal Information to the Maybank Group and its affiliates, as well as to necessary third parties, for any legitimate business purpose, including the conduct of risk management, research, studies and surveys. each Connected Party understands that security systems have been deployed by Maybank ATR Kim Eng to protect his/her Personal Information.

By signing this Schedule, each Connected Party confirms that all of his/her Personal Information provided to Maybank ATR Kim Eng are all true, up-to-date and accurate. Should there be any changes to the said Personal Information, each Connected Party shall immediately notify Maybank ATR Kim Eng.

With regards to promotional and marketing materials: *(please check, if none is indicated, it will be considered as "No")*

- Yes, I/we expressly agree to Maybank Group and/or Other Entities processing my/our personal data for promotional and marketing purposes.
 No, I/we do not agree to Maybank Group and/or Other Entities processing my/our personal data for promotional and marketing purposes.

Each Connected Party shall hold Maybank ATR Kim Eng free and harmless from any complaint, suit or damages which any third party may file or claim in relation to the consent given for data privacy purposes.

**Annex A
Privacy Notice**

The terms stated hereof shall have the same meaning as those stated in the Agreement with Maybank ATR Kim Eng Securities, Inc. Provided that for purposes of this Schedule alone:

"We", "we" "Our", "our", "Us" and "us" shall collectively refer to the Maybank ATR Kim Eng Securities, Inc. and the Maybank Group, as such term is defined in the Agreement.

"Personal Information" shall have the same definition as stated in the Agreement subject to additional definition as stated in this Privacy Notice.

"You, "you", "Your" and "your" shall refer to the Retail Client and each of the Corporate Client's Connected Parties, as such terms are defined in the Agreement.

Section 1. Our commitment to your privacy

This Privacy Notice outlines how we collect, use, maintain and disclose your Personal Information in respect of commercial transactions and how we safeguard your Personal Information.

The privacy practices described in this Privacy Notice, in compliance with the provisions of the Republic Act No. 10173 (Data Privacy Act of 2012) and its implementing rules and guidelines, are primarily intended for Philippine persons and residents. Retail Clients who are residing in the Philippines and Corporate Clients that are organized under Philippine law and/or operating in the Philippines. When accessing our websites and/or availing of our services from outside the Philippines, you acknowledge and agree that your Personal Information may be processed, transferred or maintained in accordance to privacy rules and standards that may differ from your home country's jurisdiction or from that where you have accessed our sites or availed of our services.

Section 2. Your consent is important

When you request information or sign up for our products and services or when you enter into any commercial transactions with us, you may be required to provide us with your Personal Information, as we are bound by law, policy and/or rules to collect such information. In doing so, you consent to its collection, use, processing and disclosure by us in accordance with this Privacy Notice. Your Personal Information may have otherwise been provided to us by a third party (for example your spouse, a company in which you are a director, an officer or a shareholder, authorized signatory or a partnership in which you are a partner) for products or services that these third parties have sought from us pursuant to commercial transaction entered into with us. In this context, the term "you" or "your" in this Privacy Notice extends to any individual whose Personal Information has been provided to us and/or has been collected in other circumstances as described in Section 3 of this Privacy Notice.

Please sign here: _____

Continuation - Annex A, Privacy Notice

You have the choice, at any time, not to provide your Personal Information or to revoke your consent to us collecting, using, processing or disclosing your Personal Information. However, failure to provide such Personal Information or revocation of your consent may result in us being unable to provide you with the services you require.

Section 3. What types of personal data do we collect?

Personal Information refers to any information that relates directly or indirectly to an individual, who is identified or identifiable from that information or from that and other information in our possession, including any sensitive personal data and expression of opinion, video recordings made through close circuit security surveillance cameras placed for security reasons and audio recordings about the individual.

The types of Personal Information we collect includes the following:

- i. Your name, gender, address, email address, other contact details, age, birthdate, occupation, marital status, telephone/mobile phone number, nationality/citizenship, place of birth, credit history, and your transaction history.
- ii. Proof of identification as may be required under existing rules and/or Maybank Group policy, such as driver's license, passport, official professional/regulatory membership cards and other similar acceptable documents
- iii. Profession, job, occupation, business or trade interests/assets, employment details
- iv. Account/financial information, source of funds, income, income tax particulars, expenses, investments, tax, insurance, credit history, transaction history or other financial history
- v. Specimen signatures
- vi. Voice recordings and images observed or obtained by MATRKE on account of your dealings or visit to MATRKE, or upon your use of any MATRKE facility.

As may be necessary, we can verify or augment the information you provided through third-party entities, government regulators, judicial and/or supervisory bodies, from which we may, on the occasion thereof, obtain other Personal Information pertaining to you.

We may also collect, use and keep your personal opinions or comments made known to us via feedback or responses to surveys or any other interaction that you had with our employees, authorized representatives, agents and service providers.

The Personal Information we collect can be either obligatory or voluntary. Obligatory Personal Information are those that we require in order to provide you with our products and services. If you do not provide us with obligatory Personal Information, we would not be able to provide you with our products and services. Voluntary Personal Information are those that are not mandatory in order for us to provide you with our products and services. If you do not provide us with voluntary Personal Information, you can still sign up for our products and services. Obligatory and voluntary Personal Information differ for each products and services and will be indicated in the application forms.

Section 4. How do we collect your Personal Information?

We obtain your Personal Information in various ways, such as:

- i. When you sign up for or use one of the many services we provide or when you register an account at any of our websites
- ii. When you contact any of us through various methods such as application forms, emails and letters, telephone calls and conversations you have with our staff. If you contact us or we contact you using telephone, we may monitor or record the phone call for quality assurance, training and security purposes and you give consent for us to record said phone call and for this purpose, you waive your right under Republic Act No. 4200 (Anti-Wire Tapping Act) and any amendment thereof or any similar law or regulation;
- iii. From our analysis of your transactions with us;
- iv. We may also obtain your Personal Information when you participate in customer surveys or when you sign up for any of our competitions or promotions;
- v. When we obtain any data and information from third parties (e.g. credit reference agencies, regulatory and enforcement agencies, employers, joint account holders, guarantors, legal representatives, spouses, parents, guardians, dependents and/or companies/partnership that you hold directorships, shareholdings or partnership in);
- vi. When you enter into any commercial transactions with us including but not limited to you providing goods and/or services or your professional services;
- vii. From video recordings from close circuit security surveillance cameras and audio recordings; and/or
- viii. From publicly available sources.

Section 5. Personal data we collect from our websites**IP Address**

An IP address is a number that is automatically assigned to your computer when you signed up with an Internet Service Provider. When you visit our website, your IP address is automatically logged in our server. We use your IP address to help diagnose problems with our server, and to administer our website. From your IP address, we may identify the general geographic area from which you are accessing our website. Generally we do not link your IP address to anything that can enable us to identify you unless it is required by law and regulation.

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A cookie is an element of data that a website can send to your browser, which may then store it on your system. We use cookies in some of our pages to store visitors' preferences and record session information. The information that we collect is then used to ensure a more personalised service level for our users. You can adjust settings on your browser so that you will be notified when you receive a cookie. Please refer to your browser documentation to check if cookies have been enabled on your computer or to request not to receive cookies.

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- vi. Send you statements, billings, notices and other documents
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- xiii. To provide location-based services such as finding our office/s or branches;
- xiv. To prevent fraud or detect crime or for the purpose of investigation;
- xv. Perform appropriate safeguards against fraud or on the improper use of our products and services, as well as for investigation and/or prosecution;
- xvi. For security reasons, in particular Personal Information collected from close circuit security surveillance cameras;

Please sign here: _____

Continuation - Annex A, Privacy Notice

- xvii. Comply with applicable laws of the Philippines and those of other jurisdictions including the United States Foreign Account Tax Compliance Act (FATCA), the laws and regulations on the prevention of money laundering (Republic Act No. 9160 or the Anti-Money Laundering Act of 2001, as amended), as well as applicable policies and guidelines on customer screening;
 - xviii. In order to comply with our company or regulatory requirements, or with policies, guidelines or orders of regulators, judicial and/or other supervisory bodies/agencies or authorities;
 - xix. To comply with legal and regulatory requirements such as submission of data to credit bureaus, credit information companies, the Credit Information Corporation (CIC); and/or
 - xx. Perform such activities required or permitted by law and/or upon your consent.
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- iii. Our agents and service providers with whom we have contractual agreements for some of our functions, services and activities; and/or
- iv. Financial service providers in relation to the products and services that you have with us ;
- v. Strategic partners with whom we have a relationship with for specific products and services if consented to, by you; and/or
- vi. Parties authorised and consented to, by you; and/or
- vii. Enforcement regulatory and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities.

The disclosure of your data may involve the transfer of your Personal Information to places outside of the Philippines, and by providing us your Personal Information you agree to such a transfer where it is required to provide you the services you have requested, and for the performance of any contractual obligations you have with us including for storage purposes.

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Section 12. Your rights

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- Be informed whether personal data is being or has been processed
- Object to the processing of personal data in case of changes or amendments to personal data supplied by you
- Suspend, withdraw or order the blocking, removal or destruction of your personal data from our system, provided that should you exercise this right, we reserve the right to terminate the appropriate services specially where such service or product requires the personal data removed, blocked or expunged
- Require us to update, or to correct/modify, as may be necessary, any of your personal data that you may deem as outdated or inaccurate, as the case may be
- Decline marketing materials, excepting those materials which is found or displayed in our websites
- Decline/object to the sharing of your information with subsidiaries and affiliates or with other companies we have business with, provided that such information is not critical or required by law, regulations or policies in the maintenance of the services or products you availed with us

Section 13. Changes to this Privacy Notice

Please note that we may update this Privacy Notice from time to time. If there are material changes to this Privacy Notice, we will notify you by posting a notice of such changes on our Website or by sending you a notification directly. Do periodically review this Privacy Notice to stay informed on how we are protecting your Information.

This Privacy Notice was last updated in October 2019.

Please sign here: _____

Continuation - Annex A, Privacy Notice

Section 14. How may you contact us?

If you need to contact Maybank ATR Kim Eng, you may visit us at our office in Makati City, call us at +63288498888 or visit us at www.maybank-atrke.com or www.maketrade.com.ph.

Except for the Agreement where this Privacy Notice is deemed an integral part hereof, in case there is a discrepancy on how we collect or use your Personal Information between this Privacy Notice and the terms and conditions of your specific product or service, the terms and conditions of your specific product or service shall prevail.

If you have provided us with Personal Information of a third party, please ensure that you have obtained the third party's consent in relation to the processing and disclosure of their Personal Information and that this Privacy Notice is brought to the attention of any such third party.

MATRKE is a part of the Maybank Group. For a preview of Maybank Group (Investment Bank) Privacy Notice, you may visit the website - <http://www.maybank2u.com.my/Investment-bank/en/privacy-notice.page>

How to Contact Us

For any queries, clarifications or requests on any aspect of this Data Privacy Policy, the exercise of your rights pertaining to your Personal Information or to provide any feedback that you may have about our processing of Personal Information, you may contact Maybank ATR Kim Eng's Data Protection Officer through the following:

DATA PROTECTION OFFICER (DPO)

17th Floor, Tower One and Exchange Plaza, Ayala Triangle, Ayala Avenue
 Makati City 1226, Philippines
 Telephone: (+632) 849 8988
 Facsimile: (+632) 848 5640
 Email: dpo@maybank-atrke.com

CONFIRMED AND ACCEPTED:

| | |
|--|--|
| (1) Signature: _____ Name in block letters: _____ Date Signed: _____ Designation: _____ Tax Identification Number (TIN): _____ Passport/Govt. Issued ID: _____ Issued On: _____ Issued At: _____ | (2) Signature: _____ Name in block letters: _____ Date Signed: _____ Designation: _____ Tax Identification Number (TIN): _____ Passport/Govt. Issued ID: _____ Issued On: _____ Issued At: _____ |
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| | |
|--|--|
| (3) Signature: _____ Name in block letters: _____ Date Signed: _____ Designation: _____ Tax Identification Number (TIN): _____ Passport/Govt. Issued ID: _____ Issued On: _____ Issued At: _____ | (4) Signature: _____ Name in block letters: _____ Date Signed: _____ Designation: _____ Tax Identification Number (TIN): _____ Passport/Govt. Issued ID: _____ Issued On: _____ Issued At: _____ |
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|--|--|
| (5) Signature: _____ Name in block letters: _____ Date Signed: _____ Designation: _____ Tax Identification Number (TIN): _____ Passport/Govt. Issued ID: _____ Issued On: _____ Issued At: _____ | (6) Signature: _____ Name in block letters: _____ Date Signed: _____ Designation: _____ Tax Identification Number (TIN): _____ Passport/Govt. Issued ID: _____ Issued On: _____ Issued At: _____ |
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|--|--|
| (7) Signature: _____ Name in block letters: _____ Date Signed: _____ Designation: _____ Tax Identification Number (TIN): _____ Passport/Govt. Issued ID: _____ Issued On: _____ Issued At: _____ | (8) Signature: _____ Name in block letters: _____ Date Signed: _____ Designation: _____ Tax Identification Number (TIN): _____ Passport/Govt. Issued ID: _____ Issued On: _____ Issued At: _____ |
|--|--|

(9)
Signature: _____
Name in block letters: _____
Date Signed: _____
Designation: _____
Tax Identification Number (TIN): _____
Passport/Govt. Issued ID: _____
Issued On: _____
Issued At: _____

(10)
Signature: _____
Name in block letters: _____
Date Signed: _____
Designation: _____
Tax Identification Number (TIN): _____
Passport/Govt. Issued ID: _____
Issued On: _____
Issued At: _____

(11)
Signature: _____
Name in block letters: _____
Date Signed: _____
Designation: _____
Tax Identification Number (TIN): _____
Passport/Govt. Issued ID: _____
Issued On: _____
Issued At: _____

(12)
Signature: _____
Name in block letters: _____
Date Signed: _____
Designation: _____
Tax Identification Number (TIN): _____
Passport/Govt. Issued ID: _____
Issued On: _____
Issued At: _____

(13)
Signature: _____
Name in block letters: _____
Date Signed: _____
Designation: _____
Tax Identification Number (TIN): _____
Passport/Govt. Issued ID: _____
Issued On: _____
Issued At: _____

(14)
Signature: _____
Name in block letters: _____
Date Signed: _____
Designation: _____
Tax Identification Number (TIN): _____
Passport/Govt. Issued ID: _____
Issued On: _____
Issued At: _____

(15)
Signature: _____
Name in block letters: _____
Date Signed: _____
Designation: _____
Tax Identification Number (TIN): _____
Passport/Govt. Issued ID: _____
Issued On: _____
Issued At: _____

(16)
Signature: _____
Name in block letters: _____
Date Signed: _____
Designation: _____
Tax Identification Number (TIN): _____
Passport/Govt. Issued ID: _____
Issued On: _____
Issued At: _____

(17)
Signature: _____
Name in block letters: _____
Date Signed: _____
Designation: _____
Tax Identification Number (TIN): _____
Passport/Govt. Issued ID: _____
Issued On: _____
Issued At: _____

(18)
Signature: _____
Name in block letters: _____
Date Signed: _____
Designation: _____
Tax Identification Number (TIN): _____
Passport/Govt. Issued ID: _____
Issued On: _____
Issued At: _____

(To be filled out by Salesman or the client)

ACCOUNT NAME: _____

Additional Information

1. Are you related to a Director, an Officer or a Principal Shareholder of another Broker/Dealer?

| Position | Name of Company's Director/Officer/Corporate Secretary | No | Yes | If Yes, Broker/Dealer Name | Name of Director/s, Officer/s, and/or Principal Shareholder/s: |
|----------|--|----|-----|----------------------------|--|
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(Please add additional sheet if necessary)



Account Opening Form – FATCA Supplementary form for Passive NFFEs

This form must be completed by any entity, claiming to be a passive non financial foreign entity (“NFFE”), that wishes to open an account.

Certification of beneficial ownership

Please complete in BLOCK LETTERS

Company name: _____

Company registration number: _____

Country of incorporation: _____

Check one of the boxes below, whichever applies

I/we hereby certify that the entity does not have any substantial U.S. owners

I/we hereby certify that the entity identified above has provided the name, address, and TIN of each substantial U.S. owner of the entity as listed below

Note:

- (i) With respect to any non U.S. corporation, any specified U.S. person that owns, directly or indirectly, more than 10 percent of the stock of such corporation vote or value)
- (ii) With respect to any non U.S. partnership, any specified U.S. person that owns, directly or indirectly, more than 10 percent of the profits interests or capital interests in such partnership; and
- (iii) In the case of a trust
 - (A) Any specified U.S. person treated as an owner of any portion of the trust under sections 671 through 679; and
 - (B) Any specified U.S. person that holds, directly or indirectly, more than 1 percent of the beneficial interests of the trust.

| |
|--|
| 1. Name: _____ Address: _____ Tax Identification Number: _____ Ownership %: _____ |
| 2. Name: _____ Address: _____ Tax Identification Number: _____ Ownership %: _____ |
| 3. Name: _____ Address: _____ Tax Identification Number: _____ Ownership %: _____ |



I/We represent and declare that the information provided above is true, accurate and complete. I understand that the term "U.S. person" means any citizen or resident of the United States.

I/We hereby consent for Malayan Banking Berhad or any of its subsidiaries and affiliates, including branches (collectively "the Bank") to report my information to regulatory authorities in accordance with the requirements of Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.

I/We hereby consent that the Bank may withhold from my account(s) such amounts in accordance with the requirements of Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.

I/We hereby consent that the Bank may classify me as a recalcitrant account holder or non-participating foreign financial institution ("NPFFI") and/or suspend, recall or terminate my account(s) and/or facilities granted to me, in the event I fail to provide accurate and complete information and/or documentation as the Bank may require.

I/We undertake to notify the Bank in writing within 30 calendar days if there is a change in any information which I have provided to the Bank.

Signature: _____

Signature: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Definitions applicable

The term U.S. owners means any US persons other than certain corporations, organisations, agencies, banks, trusts, dealers or brokers that are exempted under Section 1.1473-1(c) of FATCA regulations.

The term U.S. person or United States person means a person described in section 7701(a)(30) of the Internal Revenue Code:

The term "United States person" means—

- (A) a citizen or resident of the United States,
- (B) a United States partnership,
- (C) a United States corporation,
- (D) any estate (other than an estate the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States, is not includible in gross income under the Internal Revenue Code), and
- (E) any trust if—
 - (i) a court within the United States is able to exercise primary supervision over the administration of the trust, and (ii) one or more United States persons have the authority to control all substantial decisions of the trust.

Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)

(February 2014)
Department of the Treasury
Internal Revenue Service

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.
▶ Information about Form W-8BEN-E and its separate instructions is at www.irs.gov/formw8bene.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

Do NOT use this form for:

Instead use Form:

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual W-8BEN (Individual)
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the U.S. (unless claiming treaty benefits) W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions) W-8ECI or W-8EXP
- Any person acting as an intermediary W-8IMY

Part I Identification of Beneficial Owner

| | |
|---|--|
| 1 Name of organization that is the beneficial owner | 2 Country of incorporation or organization |
|---|--|

3 Name of disregarded entity receiving the payment (if applicable)

4 Chapter 3 Status (entity type) (Must check one box only):

| | | |
|--|---|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Disregarded entity | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Simple trust | <input type="checkbox"/> Grantor trust | <input type="checkbox"/> Complex trust |
| <input type="checkbox"/> Estate | <input type="checkbox"/> Government | <input type="checkbox"/> Central Bank of Issue |
| <input type="checkbox"/> Tax-exempt organization | <input type="checkbox"/> Private foundation | |

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes" complete Part III. Yes No

5 Chapter 4 Status (FATCA status) (Must check one box only unless otherwise indicated). (See instructions for details and complete the certification below for the entity's applicable status).

| | |
|---|---|
| <input type="checkbox"/> Nonparticipating FFI (including a limited FFI or an FFI related to a Reporting IGA FFI other than a registered deemed-compliant FFI or participating FFI). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI or sponsored FFI that has not obtained a GIIN). <input type="checkbox"/> Sponsored FFI that has not obtained a GIIN. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certified deemed-compliant investment advisors and investment managers. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI. | <input type="checkbox"/> Nonreporting IGA FFI (including an FFI treated as a registered deemed-compliant FFI under an applicable Model 2 IGA). Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. <input type="checkbox"/> Active NFFE. Complete Part XXV. <input type="checkbox"/> Passive NFFE. Complete Part XXVI. <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. <input type="checkbox"/> Direct reporting NFFE. <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. |
|---|---|

6 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

| | |
|---|---------|
| City or town, state or province. Include postal code where appropriate. | Country |
|---|---------|

7 Mailing address (if different from above)

| | |
|---|---------|
| City or town, state or province. Include postal code where appropriate. | Country |
|---|---------|

| | | | |
|--|----------------------------------|--|---|
| 8 U.S. taxpayer identification number (TIN), if required | 9a <input type="checkbox"/> GIIN | b <input type="checkbox"/> Foreign TIN | 10 Reference number(s) (see instructions) |
|--|----------------------------------|--|---|

Note. Please complete remainder of the form including signing the form in Part XXIX.

Part II Disregarded Entity or Branch Receiving Payment. (Complete only if disregarded entity or branch of an FFI in a country other than the FFI's country of residence.)

- 11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment
- Limited Branch. Reporting Model 1 FFI. U.S. Branch.
- Participating FFI. Reporting Model 2 FFI.
- 12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

- 13** GIIN (if any)

Part III Claim of Tax Treaty Benefits (if applicable). (For chapter 3 purposes only)

- 14** I certify that (check all that apply):
- a** The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
- b** The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- c** The beneficial owner is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).
- 15** **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 14a above to claim a _____ % rate of withholding on (specify type of income): _____ .
Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part IV Sponsored FFI That Has Not Obtained a GIIN

- 16** Name of sponsoring entity: _____
- 17** **Check whichever box applies.**
- I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
 - Is not a QI, WP, or WT; **and**
 - Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.
- I certify that the entity identified in Part I:
- Is a controlled foreign corporation as defined in section 957(a);
 - Is not a QI, WP, or WT;
 - Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
 - Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V Certified Deemed-Compliant Nonregistering Local Bank

- 18** I certify that the FFI identified in Part I:
- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
 - Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than five percent interest in such credit union or cooperative credit organization;
 - Does not solicit account holders outside its country of organization;
 - Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
 - Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
 - Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this Part V.

Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts

19 I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle

20 Name of sponsoring entity: _____

21 I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in §1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Has a contractual relationship with the above identified sponsoring entity that agrees to fulfill all due diligence, withholding, and reporting responsibilities of a participating FFI on behalf of this entity; **and**
- Twenty or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100 percent of the equity interests in the FFI and is itself a sponsored FFI).

Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity

22 I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under § 1.1471-5(f)(2)(iv)).

Part IX Certified Deemed-Compliant Investment Advisors and Investment Managers

23 I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in §1.1471-5(e)(4)(i)(A); **and**
- Does not maintain financial accounts.

Part X Owner-Documented FFI

Note. This status only applies if the U.S. financial institution or participating FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- Does not maintain a financial account for any nonparticipating FFI.

Part X Owner-Documented FFI (continued)**Check box 24b or 24c, whichever applies.**

- b** I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
 - The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
 - The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
 - Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
- c** I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within four years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in §1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable.

- d** I certify that the entity identified in line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

Part XI Restricted Distributor

- 25a** (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
 - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
 - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
 - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
 - Does not solicit customers outside its country of incorporation or organization;
 - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
 - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
 - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b** Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c** Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in §1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Part XII Nonreporting IGA FFI

- 26** I certify that the entity identified in Part I:
- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and _____;
 - Is treated as a _____ under the provisions of the applicable IGA (see instructions); **and**
 - If you are an FFI treated as a registered deemed-compliant FFI under an applicable Model 2 IGA, provide your GIIN: _____

Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue

- 27 I certify that the entity identified in Part I is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in §1.1471-6(h)(2)).

Part XIV International Organization

Check box 28a or 28b, whichever applies.

- 28a I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).
- b I certify that the entity identified in Part I:
- Is comprised primarily of foreign governments;
 - Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act;
 - The benefit of the entity's income does not inure to any private person;
 - Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in §1.1471-6(h)(2)).

Part XV Exempt Retirement Plans

Check box 29a, b, c, d, e, or f, whichever applies.

- 29a I certify that the entity identified in Part I:
- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
 - Is operated principally to administer or provide pension or retirement benefits; **and**
 - Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.
- b I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - No single beneficiary has a right to more than 5% of the FFI's assets;
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
 - Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
 - Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in §1.1471-5(b)(2)(i)(A));
 - Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in §1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
 - Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.
- c I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - Has fewer than 50 participants;
 - Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
 - Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in §1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
 - Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20 percent of the fund's assets; **and**
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.
- d I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, accounts described in §1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.

Part XV Exempt Retirement Plans (Continued)

f I certify that the entity identified in Part I:

- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in §1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in §1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners

30 I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity;
- Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in §1.1471-6 or in an applicable Model 1 or Model 2 IGA;
- Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in §1.1471-6 or an applicable Model 1 or Model 2 IGA.
- Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
- Has provided documentation establishing that every owner of the entity is an entity described in §1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution

31 I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

Part XVIII Excepted Nonfinancial Group Entity

32 I certify that the entity identified in Part I:

- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in §1.1471-5(e)(5)(i)(C) through (E);
- Is a member of a nonfinancial group described in §1.1471-5(e)(5)(i)(B);
- Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
- Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company

33 I certify that the entity identified in Part I:

- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) _____ (date must be less than 24 months prior to date of payment);
- Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
- Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
- Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

34 I certify that the entity identified in Part I:

- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on _____;
- During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
- Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
- Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than three years.

Part XXI 501(c) Organization

35 I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated _____; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

Part XXII Non-Profit Organization

- 36** I certify that the entity identified in Part I is a non-profit organization that meets the following requirements:
- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
 - The entity is exempt from income tax in its country of residence;
 - The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
 - Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or non-charitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
 - The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this Part XXII or escheats to the government of the entity's country of residence or any political subdivision thereof.

Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation

Check box 37a or 37b, whichever applies.

- 37a** I certify that:
- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
 - The stock of such corporation is regularly traded on one or more established securities markets, including _____ (name one securities exchange upon which the stock is regularly traded).
- b** I certify that:
- The entity identified in Part I is a foreign corporation that is not a financial institution;
 - The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
 - The name of the entity, the stock of which is regularly traded on an established securities market, is _____; **and**
 - The name of the securities market on which the stock is regularly traded is _____.

Part XXIV Excepted Territory NFFE

- 38** I certify that:
- The entity identified in Part I is an entity that is organized in a possession of the United States;
 - The entity identified in Part I:
 - Does not accept deposits in the ordinary course of a banking or similar business,
 - Does not hold, as a substantial portion of its business, financial assets for the account of others, or
 - Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
 - All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

Part XXV Active NFFE

- 39** I certify that:
- The entity identified in Part I is a foreign entity that is not a financial institution;
 - Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
 - Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

Part XXVI Passive NFFE

- 40a** I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

- b** I further certify that the entity identified in Part I has no substantial U.S. owners, or
- c** I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner of the NFFE in Part XXX.

Part XXVII Excepted Inter-Affiliate FFI

- 41** I certify that the entity identified in Part I:
- Is a member of an expanded affiliated group;
 - Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);
 - Does not make withholdable payments to any person other than to members of its expanded affiliated group that are not limited FFIs or limited branches;
 - Does not hold an account (other than a depository account in the country in which the entity is operating to pay for expenses) with or receive payments from any withholding agent other than a member of its expanded affiliated group; **and**
 - Has not agreed to report under §1.1471-4(d)(2)(ii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including a member of its expanded affiliated group.

