

**Maybank Securities, Inc.**

Member: Philippine Stock Exchange, Inc. and SIPF  
17/F Tower One & Exchange Plaza Ayala Triangle, Ayala Avenue  
Makati City, Philippines 1226

**Maybank****Securities****CUSTOMER ACCOUNT INFORMATION FORM**Customer Type: ☐ Individual ☐ Joint (and/or) Account Type: ☒ Cash ☐ Margin ☐ Discretionary ☐ DirectionalStock Registration ☒ Scripless/Street Name**Account Information ( for Joint Account holders only)**Account Name: \_\_\_\_\_ and/or \_\_\_\_\_  
(Primary Account Holder) (Secondary Account Holder)**PERSONAL INFORMATION****PRIMARY ACCOUNT HOLDER****SECONDARY ACCOUNT HOLDER**

✓ Last Name		✓
✓ First Name		✓
✓ Middle Name		✓
✓ Gender & Date of Birth	<input type="checkbox"/> M <input type="checkbox"/> F M M - D D Y Y Y Y	✓ <input type="checkbox"/> M <input type="checkbox"/> F M M - D D Y Y Y Y
✓ Birthplace		✓
✓ Country		✓
✓ Citizenship/Nationality		✓
✓ US Permanent Resident?	<input type="checkbox"/> Yes <input type="checkbox"/> No	✓ <input type="checkbox"/> Yes <input type="checkbox"/> No
✓ SSS/GSIS/Passport No.		✓
✓ Civil Status	<input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Widow/Widower	✓ <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Widow/Widower
Contact No. ✓ Telephone No.	(country code) (city/area code) (number)	✓ Telephone No. (country code) (city/area code) (number)
✓ Mobile No.	(country code) (city/area code) (number)	✓ Mobile No. (country code) (city/area code) (number)
Email Address <small>(All notices including trade confirmation orders shall be sent to this email address of the primary account holder)</small>	✓	✓
✓ Residence Address	Address line 1: Address line 2: Town/District City/Province Country Postal/Zip Code	Address line 1: Address line 2: Town/District City/Province Country Postal/Zip Code
Provincial Address	Address line 1: Address line 2: Town/District City/Province Country Postal/Zip Code	Address line 1: Address line 2: Town/District City/Province Country Postal/Zip Code

**BUSINESS INFORMATION**

✓ Occupation		✓
✓ Employment Status <small>(choose one)</small>	<input type="checkbox"/> Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Overseas Filipino Worker <input type="checkbox"/> Self-employed <input type="checkbox"/> Student <input type="checkbox"/> Others _____ <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker	✓ <input type="checkbox"/> Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Overseas Filipino Worker <input type="checkbox"/> Self-employed <input type="checkbox"/> Student <input type="checkbox"/> Others _____ <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker
✓ Name of Employer/Business		✓
✓ Nature of Business		✓
✓ Business/Office Tel. No.	(country code) (city/area code) (number)	✓ (country code) (city/area code) (number)
✓ Business/Office Address	Address line 1: Address line 2: Town/District City/Province Country Postal/Zip Code	✓ Address line 1: Address line 2: Town/District City/Province Country Postal/Zip Code
✓ Client's TIN:		✓
✓ Complete Name of Spouse		✓
✓ Employer/Business of Spouse		✓
✓ Occupation of Spouse		✓
✓ Nature of business where spouse is engage/employed in		✓
Mobile number of spouse		
Name/Address of Attorney-in-Fact (if applicable)		

INVESTOR PROFILE	PRIMARY ACCOUNT HOLDER			SECONDARY ACCOUNT HOLDER		
Please check the appropriate boxes:	<input checked="" type="checkbox"/> Gross Annual Income <input type="checkbox"/> Less than P500,000 <input type="checkbox"/> P500,000 - P1MM <input type="checkbox"/> P1MM - P5MM <input type="checkbox"/> P5MM - P25MM <input type="checkbox"/> P25MM - P40MM <input type="checkbox"/> Over P40MM	<input checked="" type="checkbox"/> Assets <input type="checkbox"/> Less than P500,000 <input type="checkbox"/> P500,000 - P1MM <input type="checkbox"/> P1MM - P5MM <input type="checkbox"/> P5MM - P25MM <input type="checkbox"/> P25MM - P40MM <input type="checkbox"/> Over P40MM	<input checked="" type="checkbox"/> Net worth / Capital <input type="checkbox"/> Less than P500,000 <input type="checkbox"/> P500,000 - P1MM <input type="checkbox"/> P1MM - P5MM <input type="checkbox"/> P5MM - P25MM <input type="checkbox"/> P25MM - P40MM <input type="checkbox"/> Over P40MM	<input checked="" type="checkbox"/> Gross Annual Income <input type="checkbox"/> Less than P500,000 <input type="checkbox"/> P500,000 - P1MM <input type="checkbox"/> P1MM - P5MM <input type="checkbox"/> P5MM - P25MM <input type="checkbox"/> P25MM - P40MM <input type="checkbox"/> Over P40MM	<input checked="" type="checkbox"/> Assets <input type="checkbox"/> Less than P500,000 <input type="checkbox"/> P500,000 - P1MM <input type="checkbox"/> P1MM - P5MM <input type="checkbox"/> P5MM - P25MM <input type="checkbox"/> P25MM - P40MM <input type="checkbox"/> Over P40MM	<input checked="" type="checkbox"/> Net worth / Capital <input type="checkbox"/> Less than P500,000 <input type="checkbox"/> P500,000 - P1MM <input type="checkbox"/> P1MM - P5MM <input type="checkbox"/> P5MM - P25MM <input type="checkbox"/> P25MM - P40MM <input type="checkbox"/> Over P40MM
<input checked="" type="checkbox"/> Source/Origins of Funds	<input type="checkbox"/> Savings/Investment <input type="checkbox"/> Business/Salary		<input type="checkbox"/> Inheritance <input type="checkbox"/> Others (please specify) _____	<input checked="" type="checkbox"/> Savings/Investment <input type="checkbox"/> Inheritance <input type="checkbox"/> Others (please specify) _____		
<input checked="" type="checkbox"/> Investment Objective	<input type="checkbox"/> Speculation <input type="checkbox"/> Growth		<input type="checkbox"/> Preservation of Capital <input type="checkbox"/> Others (please specify) _____	<input checked="" type="checkbox"/> Speculation <input type="checkbox"/> Growth <input type="checkbox"/> Preservation of Capital <input type="checkbox"/> Others (please specify) _____		
<input checked="" type="checkbox"/> Years of Investment Experience				<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/> Are you a corporate officer or director of a PSE listed company?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Company Name: _____ Position Held: _____		<input type="checkbox"/> YES <input type="checkbox"/> NO	Company Name: _____ Position Held: _____	
<input checked="" type="checkbox"/> Are you a director, officer or employee of another broker/dealer?	<input type="checkbox"/> Yes, Specify Company: _____ <input type="checkbox"/> No (also provide consent letter from broker)			<input type="checkbox"/> Yes, Specify Company: _____ <input type="checkbox"/> No (also provide consent letter from broker)		
<input checked="" type="checkbox"/> Are you a shareholder of another broker/dealer?	<input type="checkbox"/> Yes, Specify Company: _____ <input type="checkbox"/> No			<input type="checkbox"/> Yes, Specify Company: _____ <input type="checkbox"/> No		
<input checked="" type="checkbox"/> Do you have an account with another broker?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Please list broker names: _____		<input type="checkbox"/> YES <input type="checkbox"/> NO	Please list broker names: _____	
<input checked="" type="checkbox"/> Are you related to a Director, an Officer or a Principal Shareholder of another Broker/Dealer?	<input type="checkbox"/> YES <input type="checkbox"/> NO	If Yes, Broker/Dealer Name? _____ _____		Name/s of Director/s, Officer/s and / or Principal Shareholder/s: _____ _____ (Please add additional sheet if necessary)		
<input checked="" type="checkbox"/> Are you aware of any relative/s maintaining an account with us?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Full Name: _____		Relationship: _____		
<input checked="" type="checkbox"/> Do you want to duplicate the confirmation letter?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Name of Recipient: _____	Last Name: _____	First Name: _____		
	Relationship: _____	E-Mail Address: _____				
Conforme & Specimen Signature						
I/We confirm that the above information given is true and correct. Maybank Securities, Inc. is hereby authorized to verify the information from whatever sources it may consider appropriate.						
PRIMARY ACCOUNT HOLDER			SECONDARY ACCOUNT HOLDER			
Full Name	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		
Signature (1)	<input checked="" type="checkbox"/> _____			<input checked="" type="checkbox"/> _____		
Signature (2)	<input checked="" type="checkbox"/> _____			<input checked="" type="checkbox"/> _____		
Date Signed						
All Email Announcements						
The Primary Account holder's email will be the designated email address for all notices sent by Maybank Securities, Inc. including trade confirmations and statements of account.						
BANK INFORMATION						
<input checked="" type="checkbox"/> Bank Account Name:	<input checked="" type="checkbox"/> Bank Account Number:		<input checked="" type="checkbox"/> Bank Name:		<input checked="" type="checkbox"/> Branch:	
<b>To provide your bank details, please accomplish and sign the attached Standing Settlement Instruction.</b>						

Date\_\_\_\_\_

**Maybank Securities, Inc.**  
17F, Tower One and Exchange Plaza  
Ayala Triangle, Ayala Avenue  
Makati City 1226

**Subject:           Standing Settlement Instruction**

To whom it may concern:

This serves as my/our standing settlements instruction (SSI) and authority to Maybank Securities, Inc. to transfer, remit, pay and turnover to:

\_\_\_\_\_  
(Name of account with Maybank Securities, Inc.)

including, but not limited to, the cash proceeds from my/our cash equity trading account's selling transactions and cash dividends received by Maybank Securities, Inc. on my/our behalf, to the bank account below:

Bank account name	<div>_____</div> <p>We hereby confirm that the account name we maintain at the bank mentioned herein is <b>consistent</b> with the account name we maintain with Maybank Securities, Inc.</p>
Bank Name	
Bank Account Number	
Bank Branch Address	
Bank Swift Code	

Attached is our latest specimen signature card/s and copy of government issued IDs for your reference.

The foregoing instruction shall remain in force unless otherwise revoked in writing by the undersigned.


Sincerely yours,

Accountholder 1: \_\_\_\_\_  
Signature over Printed Name

Accountholder 2: \_\_\_\_\_  
Signature over Printed Name

Accountholder 3: \_\_\_\_\_  
Signature over Printed Name

Please note that signature affixed here should be the same signature appearing on submitted IDs

	<b>Maybank Securities, Inc.</b> formerly Maybank ATR Kim Eng Securities Inc.	Account Code: _____ <b>Individual</b> <input type="radio"/> <b>Corporation</b> <input type="radio"/>
<div>Please print all information required. Any alteration in the signature card must be in full by the applicant.</div>		
<b>SPECIMEN SIGNATURE CARD</b> For Individual Applicants Only: (For Corporate Applicants: Use Reverse Side)		
Name _____ (Surname) (First Name) (Middle Name)		
Mailing Address _____		
TIN	Tel. No.	Citizenship
Specimen Signatures for Individual Applicants: <i>I hereby declare under pain of perjury that all the information contained herein are true and correct of my own personal knowledge.</i>		
1).✓ _____ 2).✓ _____		
Important: Certificates will not be transferred unless a specimen signature of the stockholders is on file with the Stock Transfer Agent of the Company. For your protection, please fill out this card and return to: <b>Maybank Securities, Inc.</b> formerly Maybank ATR Kim Eng Securities Inc. 17/F Tower One & Exchange Plaza, Ayala Triangle, Ayala Avenue, Makati City 1226		Signature Verified by:  _____ Signature Over Printed Name

 **SIGN HERE PLEASE!**

	<b>Maybank Securities, Inc.</b> formerly Maybank ATR Kim Eng Securities Inc.	Account Code: _____ <b>Individual</b> <input type="radio"/> <b>Corporation</b> <input type="radio"/>
<div>Please print all information required. Any alteration in the signature card must be in full by the applicant.</div>		
<b>SPECIMEN SIGNATURE CARD</b> For Individual Applicants Only: (For Corporate Applicants: Use Reverse Side)		
Name _____ (Surname) (First Name) (Middle Name)		
Mailing Address _____		
TIN	Tel. No.	Citizenship
Specimen Signatures for Individual Applicants: <i>I hereby declare under pain of perjury that all the information contained herein are true and correct of my own personal knowledge.</i>		
1).✓ _____ 2).✓ _____		
Important: Certificates will not be transferred unless a specimen signature of the stockholders is on file with the Stock Transfer Agent of the Company. For your protection, please fill out this card and return to: <b>Maybank Securities, Inc.</b> formerly Maybank ATR Kim Eng Securities Inc. 17/F Tower One & Exchange Plaza, Ayala Triangle, Ayala Avenue, Makati City 1226		Signature Verified by:  _____ Signature Over Printed Name

 **SIGN HERE PLEASE!**

**Maybank****Securities****A G R E E M E N T**

To : **MAYBANK SECURITIES, INC.**  
 17<sup>th</sup> 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 Securities, Inc. 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") email address: ✓  
☐ regular mail to the Client's address stated above

Maybank Securities, Inc. 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 Securities, Inc.. Client undertakes to immediately inform Maybank Securities, Inc. should there be any change in the said addresses.

- For Retail Clients:* Client represents and warrants unto Maybank Securities, Inc. that the email address indicated above is Client's personal email address.
- For Corporate Clients:* Client represents and warrants unto Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc., 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 Securities, Inc. to render safe custody services in respect of the Client's Investments. Until instructed by the Client in writing otherwise, Maybank Securities, Inc. 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 Securities, Inc. 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>
- <i>For Online Account:</i>	Schedule 6A, Letter of Authorization
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 Securities, Inc. 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 Securities, Inc.
- 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: \_\_\_\_\_

<b>PART C- TERMS AND CONDITIONS</b>
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- 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 Securities, Inc. 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 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc."** refers to 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 17<sup>th</sup> 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 identity 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 Securities, Inc., 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 Securities, Inc. 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 Securities, Inc. and the Client.

**"PDTCT"** 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 Securities, Inc.;

**"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 Securities, Inc. for its general corporate use, details and announcements. It includes [www.maybank.com/investment-banking/philippines](http://www.maybank.com/investment-banking/philippines), <https://maybanktrade.psetradex.ph>, and any other website/URL that may subsequently be used by Maybank Securities, Inc.

- 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 Securities, Inc. 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 Securities, Inc. 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, PDTCT, CMIC or any other regulatory agency or self-regulatory organization in the Philippines; and (ii) Maybank Securities, Inc. 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 Securities, Inc. to the Client in writing, Maybank Securities, Inc. 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 SECURITIES, INC. FREE FROM ANY AND ALL LIABILITIES AND DAMAGES RESULTING FROM ANY INVESTMENT ADVICE OR RESEARCH THAT THE MAYBANK SECURITIES, INC. 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 Securities, Inc., including any such sale effected by the Client through the Online Trading Facility, shall be subject to immediate cancellation or liquidation at Maybank Securities, Inc.'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 Securities, Inc. are provided solely for informational purposes and personal use only. These data has been obtained from sources believed to be reliable. Maybank Securities, Inc. does not guarantee the accuracy of said information and Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. only upon the issuance by Maybank Securities, Inc. of a Confirmation Receipt.
- 2.9 Maybank Securities, Inc. shall use its best efforts to provide the Client with an active Account with monthly statements (in such form as

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Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. within the said period, the Client hereby releases Maybank Securities, Inc., 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 Securities, Inc. 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 Securities, Inc., the trade confirmation shall prevail.
- 2.11 The Client agrees that all securities which were purchased by Maybank Securities, Inc. on behalf of the Client shall be lodged by Maybank Securities, Inc. with the PDTC and as a result thereof: (i) the securities will be placed under the omnibus account of Maybank Securities, Inc. 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 scripless/electronic/non-certificated shares with the PDTC and the issuer of the said securities under Maybank Securities, Inc.'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 Securities, Inc. 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 Securities, Inc. concerning the Investments, securities or properties of one Retail Joint Account Client can be enforced against all such Investments held by Maybank Securities, Inc. 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 Securities, Inc. on the sharing of interests in the Joint Account upon account opening or at any time prior to Maybank Securities, Inc.'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 Securities, Inc., 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 Securities, Inc., 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 Securities, Inc., however, reserves the right to require all Retail Joint Account Clients to undertake an action as Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. within twenty-four (24) hours from occurrence of death. Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc.'s policies, procedures and practices.
- 3.7 The Retail Joint Account Clients shall hold Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc.'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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. under the ITF Account.
- 4.5 The Retail Client in the ITF Account, for himself and in behalf of the Beneficiary, shall hold Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. of the Confirmation Receipt, Maybank Securities, Inc. 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 Securities, Inc. and the terms of any credit/margin facility that may be made available by Maybank Securities, Inc. to the Client through a separate agreement entered into by the said parties.
- 5.3 In the event that Maybank Securities, Inc. or its duly authorized agents is made liable as a result of holding the Investments in behalf of the Client, Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. or its duly authorized agents, or against Maybank Securities, Inc. 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 Securities, Inc. to register, lodge or deposit any of the Investments with the PDTC or any other depository as may be selected by Maybank Securities, Inc., provided, that upon the Client's call for the delivery of any investment, Maybank Securities, Inc. shall be bound to deliver identical or similar Investments held by or in the name of Maybank Securities, Inc. or any of its duly authorized agents.

## **6 AGENTS**

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

## **8 TRANSACTIONS**

- 8.1. Maybank Securities, Inc. shall purchase and/or sell Investments in the PSE or any other exchange registered pursuant to the SRC.
- 8.2. Maybank Securities, Inc. 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 Securities, Inc. to pledge the Client's securities or subject such securities to liens of third parties.
- 8.3 Unless Maybank Securities, Inc. 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 Securities, Inc. to receive dividends on the Client's behalf. Maybank Securities, Inc. 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 Securities, Inc. shall notify the Client of any subscription rights received by Maybank Securities, Inc. 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 SECURITIES, INC. 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 SECURITIES, INC. 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 SECURITIES, INC.'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 Securities, Inc. shall not be obliged to make any payment on behalf of the Client except out of funds held by Maybank Securities, Inc. 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 Securities, Inc. shall not be obliged to deliver Investments on behalf of the Client except out of Investments held by Maybank Securities, Inc. 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 Securities, Inc. upon the latter's demand or no later than 11:00 am of Settlement Date, whichever is earlier, such amounts to enable Maybank Securities, Inc. 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 Securities, Inc. such amounts necessary prior to placing an order in the Online Trading Facility, unless Maybank Securities, Inc. 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 Securities, Inc.
- 10.6 Should the Client fail to pay the amount under Section 10.5 hereof or incur delay in the payment thereof, Maybank Securities, Inc. 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 Securities, Inc. under Sections 10.8 to 10.12 hereof.
- 10.7 If, for any reason, Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. under Sections 10.8 to 10.12 hereof.
- 10.8 The Client shall likewise reimburse Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc.. Should the Benchmark Rate be permanently or indefinitely discontinued or should it become temporarily unavailable, Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. may from time to time require the Client to place deposits with Maybank Securities, Inc. in such sums and/or number of securities as may be determined by Maybank Securities, Inc. pursuant to law, regulation and/or required by prevailing circumstances. Should the Client fail or refuse to place such required deposit, Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. may now or hereafter hold in respect thereof. For this purpose:

- a. Maybank Securities, Inc. 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 Securities, Inc., in such manner and at such price or prices and whether on tender of cash or credit, as Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. may make or purport to make under Section 10.12, the statutory declaration made by any of the duly authorized officers of Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc., the Client shall execute all such transfers, powers of attorney and other documents as Maybank Securities, Inc. may reasonably require to vest the Investments, or any portion thereof, to/in Maybank Securities, Inc. or its duly authorized agents, or to such purchasers or transferees;
- d. Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc., 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 Securities, Inc. or such persons designated by Maybank Securities, Inc., 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc..

#### 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. within twenty-four (24) hours from its knowledge of such occurrence, the Client hereby releases Maybank Securities, Inc., 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. and Client's relatives and/or Connected Persons) its username and/or Password. It is hereby understood that Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. in defending and indemnifying Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc., such as but not limited to, acts of God, acts of civil or military authorities, strikes or other labor

Please sign here: \_\_\_\_\_

disputes, fires and/or governmental restrictions.

- 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. does not guarantee the execution of the Client's orders. Maybank Securities, Inc. 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 Securities, Inc. via the Online Website or through the email address provided by the Client.
- 11.14 Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc.:
- all taxes due for any purchase or sale of Investment and other transaction in respect of the Account;
  - all PSE Fees and SCCP fees for any purchase or sale of Investment and other transaction in respect of the Account;
  - monthly PDT 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 Securities, Inc. 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 Securities, Inc., 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 Securities, Inc., 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 Securities, Inc..

## 14 PROCESSING, TRANSFER AND DISCLOSURE OF ACCOUNT INFORMATION

- 14.1 Information obtained by Maybank Securities, Inc. 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 Securities, Inc. 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, SCCP, CMIC, 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 Securities, Inc. is authorized to disclose Client's Account Information as required through an order of a court or agency;
  - Maybank Securities, Inc. is authorized to transfer and/or disclose any all Account Information to, and allow use of the said Account Information by: (i) Maybank Securities, Inc.'s its employees, officers, directors, agents, advisers, auditors and service providers; (ii) Maybank Securities, Inc.'s offices, branches, subsidiaries, affiliates, parent companies, associated entities, entities wholly or partially owned by or under common ownership with Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. necessary or desirable to ratify or confirm anything done by Maybank Securities, Inc. in respect of the Account or the Instructions.
- 15.2 Maybank Securities, Inc. may from time to time require the Client to provide Maybank Securities, Inc. with such information or documentary proof in respect of the matters set out in the Client Account Particulars.
- 15.3 Each of Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc., 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 Securities, Inc., 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 Securities, Inc. or any of its agents or any of its directors, officers or employees, Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. or any of its agents (or any directors, officers or employees of Maybank Securities, Inc. 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 Securities, Inc. with any other company and notwithstanding any transfer of the whole or any part of the undertakings and assets of Maybank Securities, Inc. 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 Securities, Inc. shall amalgamate or merge, or the company to which Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc..

**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 Securities, Inc. and by payment of any and all monies outstanding and payable to Maybank Securities, Inc. in respect of the Account.

Service of notice of termination by the Client to Maybank Securities, Inc. shall be effective only upon the actual receipt thereof by Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc.'s initiative to close the Account under this provision, the Client shall inform Maybank Securities, Inc. in writing on the disposition of Client's stock and/or cash position, if any.
- 18.3 Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. in writing on the disposition of Client's stock position, if any.
- 18.4 Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. as to sums and liabilities for the time being due to or incurred by Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc., using Maybank Securities, Inc.'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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. to render prompt and accurate service, the Client authorizes Maybank Securities, Inc. to record (without Maybank Securities, Inc. being necessarily obligated to do so) any and all telephone conversations with the Client, whether initiated by the Maybank Securities, Inc. 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 Securities, Inc.'s advice and reminders in relation to the Account, Investments and transactions with Maybank Securities, Inc. Said recordings can be used by Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. 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 Securities, Inc.; (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 Securities, Inc. the Data Privacy Consent duly signed by its Connected Parties (Schedule 5 hereof).

Accordingly, the Client hereby expressly consents to and authorizes Maybank Securities, Inc. 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 Securities, Inc. 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 Securities, Inc. to protect such Personal Information

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

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 Securities, Inc. 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 Securities, Inc. 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: \_\_\_\_\_

*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: \_\_\_\_\_

#### 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

## 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 SECURITIES, INC.**

\_\_\_\_\_  
 Authorized Officer

## Other Remarks:

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

## Schedule 4 PRIVACY NOTICE

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

**“We”, “we” “Our”, “our”, “Us” and “us”** shall collectively refer to the Maybank 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 Securities, Inc., you may visit us at our office in Makati City, call us at +63288498888 or visit us at [www.maybank.com/investment-banking/philippines](http://www.maybank.com/investment-banking/philippines) or <https://maybanktrade.psetradex.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.

Maybank Securities, Inc. 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 Securities, Inc.'s Data Protection Officer through the following:

**DATA PROTECTION OFFICER (DPO)**

17<sup>th</sup> 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](mailto: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:	✓ _____

Schedule 6A  
LETTER OF AUTHORIZATION

The terms stated hereof shall have the same meaning as those stated in the Agreement with Maybank Securities, Inc.

This is to authorize Maybank Securities, Inc. and any of its employees, officers and/or representatives to create an account and encode on behalf of the Client indicated below all the details included in the Customer Account Information Form (CAIF) submitted by the Client to Maybank Securities, Inc.

Written below are the Client's three (3) choices for the username. The Client understands that Maybank Securities, Inc. will assign an initial password and Client needs to immediately change said initial password once the Online Account is approved. Should the Online Account be the subject of unauthorized access, the Client agrees to hold Maybank Securities, Inc. free from any liability arising from said unauthorized access.

✓ **Username Options:**

1<sup>st</sup> choice: \_\_\_\_\_

2<sup>nd</sup> choice: \_\_\_\_\_

3<sup>rd</sup> choice: \_\_\_\_\_

**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:	✓ _____

*For Online Account that is a Joint Account*

Schedule 6B  
ADDENDUM FOR JOINT ACCOUNT

The terms stated hereof shall have the same meaning as those stated in the Agreement with Maybank Securities, Inc.

Maybank Securities, Inc. has disclosed and the Retail Joint Account Clients fully understand and agree that:

- a. the Online Trading Facility can accept only one (1) log-on credential consisting of a username and password for the Online Account/Joint Account;
- b. the Online Trading Facility is currently unable to create, maintain and/or accept multiple log-on credentials for each Online Account/Joint Account; and
- c. the log-on credentials stated above can be used by only one of the Retail Joint Account Clients (the "Designee").

In view of the foregoing:

1. Each of the Retail Joint Account Clients for the Online Account/Joint Account stated below hereby appoints one of the said Retail Joint Account clients as Designee:

Joint Account Name: \_\_\_\_\_  
Designee: \_\_\_\_\_.

2. The Designee stated above has the full authority to create and assign a username and password (collectively as "log-on credentials") which shall be used by said Designee to gain access to the Online Trading Facility and place Instructions for the Online Account/Joint Account. The Retail Joint Account Clients understand that the Instructions and/or orders made, posted and/or executed using the log-on credentials corresponding to the Online Account/Joint Account have the full consent, authority and conformity of all the Retail Joint Account Clients for the said Online Account/Joint Account.
3. If the Joint Account stated above is a Joint "and" Account:
  - 3.1. The Retail Joint Account Clients understand and agree that: (i) that the instruction, signature and written conformity of all the Retail Joint Account Clients cannot be implemented when said Joint Account is used as an Online Account and as such, the Joint Account will effectively be a Joint "or" Account; and (ii) all Instructions and orders for the Online Account/Joint Account made by the Designee using the username and Password have the consent and conformity of all the Retail Joint Account Clients for the said Online Account/Joint Account.
  - 3.2. The Retail Joint Account Clients irrevocably designate, constitute and appoint the Designee as its attorney-in fact authorized to give Instructions for the Online Account/Joint Account to Maybank Securities, Inc., 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 Online Account/Account.
  - 3.3. The instruction, signature and written conformity of all Retail Joint Account Clients for the said Online Account/Joint Account are required before Maybank Securities, Inc. can act upon any other request or transaction including but not limited to broker-aided transactions (other than order execution) or changes in account information.
4. The Retail Joint Account Clients hereby waive their rights for each Retail Joint Account Client to have a unique set of log-on credentials in order to access the Online Trading Facility.
5. In the event that the Designee is unable to access the Online Trading Facility for whatever reason, each of the Retail Joint Account Clients may directly contact Maybank Securities, Inc. to execute in our behalf a trade-related broker-aided/non-online transaction.
6. Unless inconsistent with any of the paragraph stated above, the provisions of Section 3 inclusive of the Agreement shall remain applicable and with binding effect.

Sincerely,

✓

\_\_\_\_\_  
Printed Name & Signature  
"Retail Joint Account Client"  
Valid ID \_\_\_\_\_  
ID # \_\_\_\_\_

✓

\_\_\_\_\_  
Printed Name & Signature  
"Retail Joint Account Client"  
Valid ID \_\_\_\_\_  
ID # \_\_\_\_\_

✓

\_\_\_\_\_  
Printed Name & Signature  
"Retail Joint Account Client"  
Valid ID \_\_\_\_\_  
ID # \_\_\_\_\_





Please complete in BLOCK LETTERS

## FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

INFORMATION	PRIMARY ACCOUNT HOLDER	SECONDARY ACCOUNT HOLDER
Last Name	✓	✓
First Name	✓	✓
Middle Name	✓	✓
Country of Birth	✓	✓

INFORMATION (Please Check "Yes or No" for each of the following questions:)	PRIMARY ACCOUNT HOLDER	SECONDARY ACCOUNT HOLDER
1. Are you a U.S. Citizen?	✓ <input type="checkbox"/> YES <input type="checkbox"/> NO	✓ <input type="checkbox"/> YES <input type="checkbox"/> NO
2. Do you hold a U.S Permanent Resident Card (Green Card) ?	✓ <input type="checkbox"/> YES <input type="checkbox"/> NO	✓ <input type="checkbox"/> YES <input type="checkbox"/> NO
3. Are you a U.S Resident?	✓ <input type="checkbox"/> YES <input type="checkbox"/> NO	✓ <input type="checkbox"/> YES <input type="checkbox"/> NO
4. If you (for individual accounts) or all accountholders (for joint accounts) have responded "No" to the questions above, then please tick the box "Non-U.S. Person":	✓ <input type="checkbox"/> Non-U.S. Person	✓ <input type="checkbox"/> Non-U.S. Person

\* 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.

### DECLARATION:

I 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 hereby consent for Malayan Banking Berhad or any of its 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 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 hereby consent that the Bank may classify me as a recalcitrant account holder 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 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: ✓ \_\_\_\_\_

Date: ✓ \_\_\_\_\_

Signature: ✓ \_\_\_\_\_

Date: ✓ \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## \*FOR OFFICE USE ONLY\*

### Section A

To be filled by Relationship Manager. Questions below shall be considered in conjunction with all documents & forms collected from customers (including this form).  
NOTE: All parties named in any joint account shall be considered when answering these questions.

U.S. Indicia Status	YES / NO
1. Have the account holder (s) provided any indication that the account holder (s) are U.S. citizen or resident?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2. Have the account holder (s) provided a U.S. place of birth?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3. Have the account holder (s) provided a U.S. address (including P.O. Box)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
4. Have the account holder (s) provided only a U.S. telephone number?	<input type="checkbox"/> YES <input type="checkbox"/> NO
5. Have the account holder (s) provided any standing instructions to transfer funds to an account maintained in the U.S.?	<input type="checkbox"/> YES <input type="checkbox"/> NO
6. Have the account holder (s) provided a U.S. telephone number and a non U.S. telephone number?	<input type="checkbox"/> YES <input type="checkbox"/> NO
7. Have the account holder (s) granted Power of Attorney with a U.S. address?	<input type="checkbox"/> YES <input type="checkbox"/> NO
8. Have the account holder (s) provided only a "hold mail" or "in case of" address, that is the sole address for this account?	<input type="checkbox"/> YES <input type="checkbox"/> NO

### Additional Requirements

- If you answered "YES" to questions 1, 3-8 : (1) Form W-9 or (2) Appropriate documentation\* and (3) Form W-8BEN
- If you answered "YES" to question 2: (1) Form W-9 or (2) Certificate of Loss of Nationality \*\* and (3) Appropriate documentation\* and (4) Form W-8BEN

### Guidelines

- Where all questions above are answered as no, "appropriate documentation as below should still be obtained.
- \* "Appropriate documentation" refers to documentation to establish the person (s) foreign status. The documentation must contain a
  - Certificate of residence (issue by tax officials)
  - Government identification document (such as identification card)
- \*\*Customer can also provide alternative documentation such as withholding certificate, a form of documentary evidence described in [§ .1471 - 3 (c)(5)(B) - FATCA Regulation] evidencing citizenship in a country other than the United States, and a reasonable written explanation of the account holder's renunciation of U.S. citizenship at birth in order to establish the account holder's Status as a foreign person.
- If the permanent address listed on the "appropriate documentation" obtained differs from the address provided in the application form, ensure that the "appropriate documentation" indicates the country in which the account holder (s) is a citizen or resident.
- In the absence of such documentation, relationship manager should obtain form W-8BEN from account holder (s).
- W-BEN form should not contain a permanent residence address in the U.S. to conclude a customer's status as "Non-U.S."

### Section B

Bank's assessment of customer(s)' FATCA classification: Customer is:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Non U.S. Person       | <input type="checkbox"/> Recalcitrant customer with U.S. Indicia      | <input type="checkbox"/> Recalcitrant customer that is U.S. person     |
| <input type="checkbox"/> Specified U.S. Person | <input type="checkbox"/> Recalcitrant customer without U.S. Indicia   | <input type="checkbox"/> Recalcitrant customer that is dormant account |
|  | <input type="checkbox"/> Recalcitrant customer that are passive NFFEs |  |

### DECLARATION AND ACKNOWLEDGEMENT

I declare that : the required account opening checks have been performed for the customer (s) listed above; and that the information provided is true, correct and updated.

MATRKE Employee Name and Employee ID:

MATRKE Employee Signature:

Date: