

NOTE: All fields are required and must be filled-up. Please put "N/A" if not applicable.



CUSTOMER ACCOUNT INFORMATION FORM & AGREEMENT BUSINESS

CLIENT NAME: _____ **ACCOUNT CODE:** _____
 Walk-in Client Existing Client Solicited Client

BUSINESS ADDRESS _____ POSTAL CODE _____
 _____ TYPE OF ORGANIZATION _____
 _____ SIZE _____ OF _____ ASSETS
 SOURCES OF FUNDS _____ SEC. REG. DATE _____
 TAX ID NO. _____
 % OF OWNERSHIP _____
 MONTHLY STATEMENT DISPOSITION: Mail Pick-up by representative

DOCUMENTS SUBMITTED

- | | |
|---|---|
| <p>CORPORATION</p> <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> By Laws <input type="checkbox"/> Latest General Information Sheet (GIS) <input type="checkbox"/> Board Resolution covering the following: <ul style="list-style-type: none"> a. Authority to open an account b. Officers authorized to sign <input type="checkbox"/> Valid copy of Id's and authorized signatories <input type="checkbox"/> Financial Information (i.e., Latest Audited and Interim Financials) <input type="checkbox"/> BIR certification if TAX - Exempt company <p>PARTNERSHIP</p> <ul style="list-style-type: none"> <input type="checkbox"/> SEC Certificate of Registration <input type="checkbox"/> Articles of Incorporation or Certificate of Partnership <input type="checkbox"/> Latest General Information Sheet (GIS) <input type="checkbox"/> Partners Agreement of Signing Authorities | <p>SOLE PROPRIETORSHIP</p> <ul style="list-style-type: none"> <input type="checkbox"/> Unexpired Certificate of Registration of Business Name Issued by DTI <input type="checkbox"/> Valid copy of IDs required for individual client <input type="checkbox"/> Financial Information (i.e., Latest Audited and Interim Financials) <input type="checkbox"/> Unexpired Certificate of Registration <input type="checkbox"/> Valid copy of Id's required for individuals of partners and all authorized signatories <input type="checkbox"/> Financial Information (i.e., Latest Audited and Interim Financials) <input type="checkbox"/> Contact number/s and name of contact person <p>COOPERATIVES</p> <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Cooperation <input type="checkbox"/> By-Laws <input type="checkbox"/> Valid copy of Id's required for Individual <input type="checkbox"/> Financial Information (i.e. Latest Audited and Interim Financials) |
|---|---|

CONTACT INFORMATION

Business Phone No. _____ Fax No. _____ E-mail address: _____

SPECIMEN SIGNATURE/S:

1. _____ 1. _____
 2. _____ 2. _____

INVESTMENT INFORMATION

Investment Objective:

- Speculation Preservation of Capital
 Growth Long Term Investment

Years of experience in equity investment:

- Less than 1 year More than 5 years
 Less than 5 years More than 10 years

FINANCIAL INFORMATION

SOURCES/S OF FUNDS:

Annual Income : Less than 1MM Less than 5MM More than 5MM Others, please indicate _____
 Assets : Less than 1MM Less than 5MM More than 5MM Others, please indicate _____
 Net Worth : Less than 1MM Less than 5MM More than 5MM Others, please indicate _____
 Customer's Bank: _____ Branch: _____ Account Type: _____ Account No.: _____
 Do you have accounts with other broker dealers? Yes No If so, please indicate names/s of broker/s: _____

SETTLEMENT/DELIVERY/OTHER INSTRUCTION

Confirmation of orders would be via: Courier Facsimile E-mail
(For facsimile or electronic transmission, please confirm orders not later than 12:00 noon of the next business day)
 Are duplicate confirmations required? Yes No Person to send to and relationship to customer: _____
 Documentation of certificate Client's Name RCBCSI's Name
 Trade Confirmations/ Other Correspondence Disposition: Mail Deliver Home or Office Pick-up

ACCOUNT OPENING APPROVED:

 SIGNATURE OVER PRINTED NAME DATE SIGNATURE OVER PRINTED NAME DATE

FOR DISCRETIONARY ACCOUNT

SCHEDULE OF OTHER FEES AND CHARGES

 Signature over Printed name of person Date discretion
 authorized to exercise discretion was granted

Authorized person/s to give orders: _____

Relationship to client: _____

Approved by: _____

 SIGNATURE OVER PRINTED NAME DATE

Withholding Agent: YES NO

The following are the charges for buy transaction:

Commission _____ of the gross value or a minimum of P150.00
 VAT: 12% of commission
 SCCP Fee: .01% of the gross value
 Transaction .005% of the gross value

The following are the charges for sell transaction:

Commission _____ of the gross value or a minimum of P150.00
 Sales Tax: .6% of the gross value
 VAT: 12% of commission
 SCCP Fee: .01% of the gross value
 Transaction .005% of the gross value

UNDERTAKING

I hereby undertake to ensure that I will comply with my obligations under SRC Rule 30.2-1 of the implementing rules and regulations of the Securities Regulation Code and of the client account information and agreement form. The client agreement shall not operate to remove, exclude or restrict any rights of the client or obligations of RCBCSI. RCBCSI undertakes to notify the client in writing of new or modified compliance obligations or in the event of any material change to the information provided in this form and agreement.

 SIGNATURE OVER PRINTED NAME - SALESPERSON SIGNATURE OVER PRINTED NAME -ASSOCIATED PERSON

CAIF ENCODED BY: _____ DATE: _____ REVIEWED BY: _____ DATE: _____

CLIENT AGREEMENT Terms and Conditions

In consideration of RCBC Securities, Inc. ("RCBCSI") agreeing to act as a broker for the undersigned, I/We (the "Client") hereby confirm my/our consent and agree that:

1. The signature/s appearing on this form is/are true official signature/s of the above-named account and may be used for verification of the said signature/s at all times and for all purposes.
 2. The Client hereby represents and warrants as follows: (i) he/she is of legal age, has full capacity and is not otherwise disqualified from executing this agreement and complying with the terms and conditions hereof. If Client is a corporate applicant, the Client further represents and warrants that: (ii) it is a corporation duly organized, validly existing and in good standing under the laws of the Republic of the Philippines and under the laws of its origin, (iii) the signatories and a signature/s appearing on this form are duly authorized signatories of the corporation, and (iv) in case of foreign corporation, the execution, delivery, performance and observance of this agreement by the foreign corporation and by RCBCSI will not violate the laws of their jurisdiction and the laws allow them to enter into and perform this agreement.
 3. Orders for the purchase or sale of securities may be made by the Client in (i) writing through email or fax, (ii) verbally through telephone or similar means or (iii) through an authorized representative. RCBCSI is hereby authorized to rely upon and act in accordance with any and all of such orders and the Client hereby agrees that RCBCSI shall not be liable for any loss or damage suffered by the Client if RCBCSI acts upon such orders in good faith. Any action taken by RCBCSI pursuant thereto shall be binding upon the Client, when the confirmation notice of such order is issued and sent by RCBCSI in accordance with Section 18 hereof. The contents of the confirmation notice shall be deemed conclusive as to its correctness, unless within twenty four (24) hours from receipt thereof, or not later than 12:00 noon of the next business day for orders confirmed via facsimile transmission or electronic mail, written notice of any objection is served upon RCBCSI.
 4. The Client shall pay RCBCSI a commission calculated at such rate as RCBCSI may determine and agreed upon by the Client in respect to each purchase and sale of securities effected by RCBCSI on behalf of the Client.
 5. The Client further agrees to reimburse RCBCSI for any and all expenses (charges, levies, costs, taxes and other expenses) incurred by the latter arising out or in connection with any purchase or sale of securities effected by RCBCSI on behalf of the Client.
 6. RCBCSI may, in its sole discretion, decline to accept a trade from the Client. RCBCSI shall deal, on an agency basis, for the Client and shall exert its best efforts in complying with the orders and instruction of the Client but without any warranties that said orders and instruction will be fully carried out. RCBCSI will only effect the Client's instruction to the extent allowed by all applicable laws. This applies equally to any customers of the Client and the Client is responsible for ensuring that Client's customers comply with applicable laws.
 7. RCBCSI may aggregate the Client's orders with its own order or with those of persons connected with RCBCSI or with those of other customers. Such aggregates, on some occasions, may or may not operate to the Client's advantage. Furthermore, RCBCSI may, for the purpose of carrying out any instruction given by the Client, contract with or deal with or through any broker for the execution and clearance of any transaction.
 8. In case of a BUY order, the Client shall, within three (3) days from date of purchase by RCBCSI, pay the cost of securities bought or ordered by RCBCSI on behalf of the Client including but not limited to the expenses stated in Section 5 hereof. Securities purchased shall be credited to the account of the Client only upon full payment of the purchase price, which payment shall in no case be made not later than as specifically required by RCBCSI, or within three (3) days from date of purchase, whichever is earlier, without need of any notice or demand. When required by RCBCSI, the Client agrees to make a deposit on all purchases equivalent to the amount stipulated. In case of a SELL order, the Client should have the securities subject of the sell order in custody of RCBCSI in scripless form, lodged in RCBCSI's account with the Philippine Central Depository within three (3) days from the date of sale. The delivery of stock certificate in physical form will not constitute valid delivery for purpose of settlement of the sell order. Clients who have the intention of selling of stocks in certificate form should have them cleared by the relevant Clearing House for the securities through RCBCSI at least ten (10) days prior to the selling date. The proceeds of the sale of securities shall be delivered to the Client within three (3) days from the date of sale, unless the Client directs or otherwise advises RCBCSI in writing.
 9. In case the Client fails to deliver payment or securities to RCBCSI, RCBCSI may with or upon further notice of demand: (i) sell the securities at a price RCBCSI believes to be reasonable, and credit the Client's account with the proceeds thereof, net of the amount owing to RCBCSI, or (ii) buy the securities required for delivery at a price RCBCSI believes to be reasonable and charge the Client's account for the cost thereof.
 10. Unless otherwise agreed upon in writing, any outstanding balance due by the Client to RCBCSI shall be charged interest based on the average 91-day Treasury Bill rate plus two percent (2%) to be computed from the time the delay is incurred until full payment. However, the Client shall not be entitled to receive any interest on any cash held by RCBCSI on behalf of the Client.
 11. All payments to RCBCSI shall be made in freely transferable, cleared and available fund in currency and to such account/s as RCBCSI may specify and shall be made without set off or counter claim and free and clear of and without deduction for all present and future taxes, levies, imposts, stamp duties, deductions or withholdings.
 12. Any and all securities or contracts relating thereto, now or hereafter held or carried by RCBCSI in any of the Client's account/s (either individually or jointly with others), are to be held by RCBCSI as security or collateral for the payment of any liability to RCBCSI in any of said account/s, with the right on the part of RCBCSI to transfer monies or securities from any one account/s to another when, in the sole and exclusive judgment of RCBCSI, such transfer may be necessary; and all such securities may from time to time, and without notice, be pledged by RCBCSI, either separately or in common with other securities, for any amount due upon the Client's account/s, with RCBCSI retaining in its possession or control for delivery a like amount of similar securities.
 13. Until receipt of contrary notice in writing from Client, RCBCSI is specifically authorized to lend, either separately or with other securities, to either itself as broker or to others, any securities held by RCBCSI on margin for the account/s of the Client or as collateral thereof. For street certificates held by RCBCSI, RCBCSI is also authorized to sign proxies and subscription agreements or avail of any stock rights for the Client's benefit.
 14. If RCBCSI, in the event of death of either party to such common account, and in reliance-upon this instrument, deals with or in any manner pays, delivers to, credits or trusts either party such common account, and any all deeds and things done or suffered by or for either party to such account or in their names and on their behalf shall, as to RCBCSI, be binding upon the parties to such common account, their representative/s, assign/s, heirs and successors-in-interest.
 15. RCBCSI shall have the right, (a) whenever in its sole or exclusive discretion finds it necessary for its protection; or (b) in the event that: (i) petition for bankruptcy or for appointment of a receiver is filed by or against the Client, or (ii) attachment and levy against the Client's account/s with RCBCSI are made, or (iii) the Client fails to comply with the provision of Section 8 hereof, and in all cases, regardless whether, the account is carried individually or jointly with others, to buy any or all securities and commodities which may be short in such account/s, as well as to transfer money or securities from any one of the account/s to another and to close any or all outstanding contracts all without the need of notice or demand for margin, additional security or collateral, or notice of the sale or purchase, or any other notice or advertisement, all of which are hereby waived. In case of sale at public auction or on an exchange, RCBCSI may purchase any or all securities and commodities sold for its own account. Notwithstanding the foregoing, the Client shall be liable for any deficiency remaining in any such account/s in the event of the liquidation thereof, in whole or in part, by RCBCSI or by the Client.
- For the Purpose of selling, buying, or performing other acts pursuant to the above paragraph, the Client hereby irrevocably appoints RCBCSI, its successors or assigns, as attorney-in-fact with power to sell, buy or act, for any of the account/s of the Client (whether carried individually or jointly with others), to agree upon the price of said securities, execute bills of sale, receipts, assignments of all the Client's rights, title and interest to the purchaser/s thereof. RCBCSI is also authorized to deliver or accept delivery of the corresponding stock certificates and/or portion of the securities held under any of the Client (whether carried individually or jointly with others) and herein pledge, to be transferred to the name of RCBCSI or its nominee. All acts, which RCBCSI may do or cause to be done in accordance with the power herein conferred upon RCBCSI, are hereby deemed ratified by the Client.
16. It is agreed that in the event of any controversy or litigation arising out of this agreement, the books of RCBCSI shall be final and conclusive evidence of any amount due to RCBCSI. It is further agreed that this agreement and any controversy arising hereunder shall be subject to the Securities and Exchange Commission, the Philippine Stock Exchange, the Philippine Central Depository and the Philippine Clearing House and customs, usage and practices of the foregoing, it is being understood that the said provision, customs, usage and practices shall for all intents and purposes be deemed an integral part of this agreement. In the event of any controversy or litigation arising out of this agreement, RCBCSI shall be entitled to reimbursement for all actual expenses of litigation as well as attorney's fees and cost of suit, all of which shall be in an amount equivalent to not less than twenty five percent (25%) of the total amount of the Client's indebtedness then outstanding, or Fifty Thousand Pesos (P50,000.00) whichever is greater.
 17. The Client acknowledges that the applicable laws may require the disclosure of information relating to the Client and/or the accounts to a regulatory authority (anybody that has legal authority in the Philippines to regulate the conduct of the Client, Broker or any Exchange or Clearing House). The Client hereby authorized RCBCSI whether during the continuance or after the termination of the Agreement, to disclose to any regulatory authority all such information and to provide such authorities with all such documents (or copies) in RCBCSI's possession as may be legally requested by the regulatory authority, including without limitation

- the name of the Client and, where known by RCBCSI, the identity of the ultimate beneficiary which transaction are effected by the Client, and the financial position of the Client for the time being as may be known to RCBCSI. The Client shall not hold RCBCSI liable for any consequences arising out of such disclosure.
18. All communications, whether by mail, fax, telephone, messenger or otherwise, sent to the address of the Client as given by RCBCSI from time to time, shall constitute personal delivery to the Client. All communications sent to the Client's indicated address shall be conclusive and binding on the Client in the absence of any written objection received by RCBCSI within five (5) business days after receipt by the Client of the statement or twenty-four (24) hours after receipt by the Client of a confirmation.
 19. Each party shall be entitled to record all telephone conversation and instructions relating to each Contract and these terms and conditions, the Client agrees that we shall be entitled to use such recordings and transcripts thereof as evidence in any dispute.
 20. If any one or more term, stipulation or provision in this Agreement or any other document hereinafter executed in connection herewith shall be deemed illegal, invalid or unenforceable in any respect, the remaining provisions shall not in any way be affected and shall remain fully effective.
 21. This Agreement shall take effect immediately and shall continue to be in full force and effect until a signed notice of revocation is received by either party. In case of such revocation, the terms hereof shall continue to be valid and binding as to transactions entered into prior to revocation. The agreement shall inure in favor of RCBCSI's successors and assigns and shall continue until a signed notice of revocation is received.
 22. References to the Securities and Exchange Commission, the Philippine Stock Exchange, Philippine Central Depository and PSE Clearing House shall be deemed to refer also to their successors in interests and assigns.
 23. This agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and any dispute arising hereunder shall be litigated in the proper courts of MAKATI and the Client hereby waives any other applicable venue.

RISK DISCLOSURE STATEMENT

The price of securities can/ does fluctuate and any individual security may experience upward or downward movement, and may even become valueless. There is an inherent risk that losses may be incurred rather than profits made as a result of buying and selling of securities. This is a risk that the Client is prepared to accept.

The Client acknowledges that there are risks in leaving Securities in RCBCSI's custody or in authorizing RCBCSI to deposit Securities as collateral for loans or advances made to RCBCSI or authorizing RCBCSI to borrow or lend securities and the client is prepared to accept such risks notwithstanding that, in these circumstances, the Client face the risk of loss of such securities.

SAFEKEEPING AGREEMENT Terms and Conditions

The securities subject to this Agreement (the "Securities") are received for the reason/s herein stated only and no other. In case of any discrepancy or inconsistency in the provisions contained in the Securities, please notify RCBC Securities, Inc. ("RCBCSI") within three (3) days from receipt of said Securities. Any objections raised later than three (3) days from receipt of the Securities will not be recognized by RCBCSI.

1. When required by RCBCSI, a charge in accordance with RCBCSI's prevailing Safekeeping Charges will be applied each month or a fraction thereof during which the Securities are held.
2. RCBCSI will give the Securities the same degree of physical care that it gives its own property, but does not assume responsibility beyond that. RCBCSI shall not be liable for any loss or damage to the Securities or impairment in their value except those directly caused by acts amounting to fraud or gross negligence by RCBCSI. RCBCSI shall not be responsible for any form of damage or other liability arising from its performance of this Agreement.
3. The Securities may be kept by RCBCSI in its office or may be deposited with the Philippine Central Depository (PCD) or with any depository at its discretion.
4. The Securities will be held in RCBCSI's custody at my/ our sole risk as regards any laws, decrees, regulations or mandates, fortuitous events and/ or any act of war, warlike operations, seizure or destruction or impairment of property promulgated and/or performed by any government authority.
5. It is agreed that RCBCSI has no responsibility for the collection of coupons, interests or dividends on the Securities except as provided by law. RCBCSI also accepts no responsibility for the receipt and/or forwarding of any communication relative to the Securities.
6. RCBCSI shall comply with all laws, writs or judicial or administrative orders, processes or regulation without our obligation to confirm or question the legality or constitutionality of such order, process or regulation. In the case of orders and processes, RCBCSI shall be authorized to act on the basis of documents or copies which purport to be and which RCBCSI at its discretion believes to be genuine without any duty to ascertain their authenticity.
7. In all cases where RCBCSI is of the opinion that it will be subjected to any claim or demand for taxes, or be required to comply with law, order, process or regulation, it may withhold payment of any sums due to me/us until RCBCSI shall have received an order or a satisfactory ruling from administrative authorities or from the courts which would allow the release thereof under circumstances which, in RCBCSI's opinion, negates the possibility of RCBCSI incurring any liability for the release thereof. For this purpose, RCBCSI may, for my/our account seek the assistance of any lawyer, accountant or their other experts.
8. I/we agree to reimburse RCBCSI for all expenses including attorney's fees and all charges and taxes incurred or paid in good faith by it, or because of my/our failure to comply with my/our obligations hereunder. I/we further hold RCBCSI harmless from all claims, demands and liabilities which may be made against it. All sums due RCBCSI shall be payable on the date they fall due without need of demand. Any of my/our unpaid account shall bear interest based on the average 91-day Treasury Bill rate computed from the time I/we fail to pay the sums on the date they fall due until full payment, plus two percent (2%) per annum, without need of demand.
9. The Securities shall be held or disposed of by RCBCSI in accordance with the terms and conditions of this agreement and any other agreement between me/us and RCBCSI relating to the Securities. In the absence of any such agreement/s at RCBCSI's discretion, at my/ our order, provide that RCBCSI shall have the right to retain the Securities pledged or in which RCBCSI has any security interest until full payment of what may be due by reason deposit or otherwise, to RCBCSI. In case of any claims made upon the Securities by any third person, RCBCSI shall notify me/us of such claims and its discretion and without liability on its part, return or resort to the courts to interplead.
10. All deposit and withdrawals of all, some or any of the Securities made by me/us in RCBCSI's custody shall be signed and evidenced by appropriate receipts. Any receipt or acknowledgment signed by me/ us, my/ our agent or representative is conclusive evidence of the delivery or withdrawal of the Securities therein specified.
11. Venue of any action arising under this Agreement shall be in the proper courts of Makati City, Metro Manila, Philippines. I/we hereby waive any other applicable venue.
12. This Agreement shall take effect upon the confirmation of the purchase of the Securities and shall continue in full force and effect until disposition thereof in the manner provided in this Agreement, unless otherwise terminated either by RCBCSI or me/us by giving the other party at least fifteen (15) days prior written notice of termination.
13. This Agreement, including the deposit and withdrawal of the Securities, are governed by and subject to the laws and applicable rules and regulations in effect in the Republic of the Philippines.

UNDERTAKING

I/We hereby certify that I/we have read and understood the contents of the agreement particularly the Risk Disclosure Statement. I/We have participated in an interview or meeting conducted by an associated person or salesman designated by RCBCSI at which interview or meeting, compliance matters relevant to my/ our investment activities as a customer were discussed. I/We understand to promptly notify RCBCSI in writing of any material change to the information provided in this form and agreement.

My/our signature below affirms conformity to the foregoing terms and conditions and evidences my/our receipt of a copy of the Client and Safekeeping Agreements.

Client's Signature over Printed Name

Client's Signature over Printed Name

Client's Signature over Printed Name

Client's Signature over Printed Name