



# Supplemental/ Amended Terms and Conditions

2023 Version 1

## FATCA Information for Retail Clients:

NAME: \_\_\_\_\_  
LAST NAME FIRST NAME MIDDLE NAME

Place of Birth: \_\_\_\_\_ US Citizen: \_\_\_\_ Yes \_\_\_\_ No  
City Country

U.S. Address, \_\_\_\_ Yes \_\_\_\_ No if any:  
(If Yes, please indicate whether Present, Permanent, Mailing): \_\_\_\_\_

U.S. Phone Number, if any: \_\_\_\_ Yes \_\_\_\_ No  
(If Yes, please indicate including country code and area code): \_\_\_\_ + \_\_\_\_ + \_\_\_\_  
Country Code + Area Code + Phone Number

Did the customer stay in the U.S. for 183 days or more for the last 3 years? \_\_\_\_ Yes \_\_\_\_ No

***This should be computed as follows under Section 7701(b) (3) of the US Tax Code:***

- 1. All the days present in the current year, and***
- 2. 1/3 of the days present in the first year before the current year, and***
- 3. 1/6 of the days present in the second year before the current year.***

Is U.S. TIN Available? \_\_\_\_ Yes \_\_\_\_ No  
(If Yes, please indicate U.S. TIN): \_\_\_\_\_

## FATCA Information for Corporate Clients:

CLIENT NAME: \_\_\_\_\_  
U.S. Place of Incorporation/Establishment: \_\_\_\_ Yes \_\_\_\_ No  
U.S. Phone Number, if any: \_\_\_\_ Yes \_\_\_\_ No  
(If Yes, please indicate including country code and area code): \_\_\_\_ + \_\_\_\_ + \_\_\_\_  
Country Code + Area Code + Phone Number

Any of the authorized signatories has US address? \_\_\_\_ Yes \_\_\_\_ No

Are you related to any broker dealer?\* \_\_\_\_ Yes \_\_\_\_ No

***\*The term " Related Persons" of a broker shall include: "its subsidiaries and affiliates, its directors, officers, principal stockholders and nominees to the PSE, and the spouses and relatives up to 4th civil degree of affinity or consanguinity thereof."***

## SUPPLEMENTAL / AMENDED TERMS AND CONDITIONS

### *General Provisions for Trading Account*

- Documents and Information for Opening of Accounts: The CLIENT represents and warrants that all documents, including identification papers/cards, presented or to be presented, and all information provided or to be provided by the CLIENT to RCBCSI, in connection with the CLIENT's application for the opening of, or for any transaction under, any and all present and future accounts (the "Account/s") with it are all genuine, true, complete and valid and that the said documents have not been cancelled or revoked and the information correct and subsisting as of the date they were provided to RCBCSI.

The CLIENT also warrants that he will submit the documents and information required by RCBCSI, in relation to such account opening within the required period as may be imposed by RCBCSI. Failure to submit said documents or information shall result in closure of the Account/s.

The CLIENT also warrants that, in case of any change in the submitted documents and information, the CLIENT will immediately inform RCBCSI in writing and submit all relevant documents and information in relation to such change; otherwise, correspondence sent to the last address given shall be deemed to have been received by the CLIENT.

2. Authority to Disclose: The CLIENT hereby authorizes RCBCSI and any affiliate, agent, representative, third party or its duly authorized personnel to transfer or disclose to the Bangko Sentral ng Pilipinas, Anti-Money Laundering Council, Bureau of Internal Revenue, the U.S. IRS, or such other relevant regulatory agency and their duly authorized representatives, any information in relation to the Account/s with RCBCSI as may be required by law, regulation, or agreement.

The Client acknowledges that the applicable laws may require the disclosure of information relating to the Client and/or the accounts as required by a regulatory authority (anybody that has legal authority in the Philippines to regulate the conduct of the Client, Broker or any Exchange, Clearing House). The Client hereby authorizes RCBCSI whether during the continuance or after the termination of the Agreement, to disclose such information and to provide 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 at the time being as may be known to RCBCSI. The CLIENT agrees to indemnify and hold RCBCSI free and harmless, including its officers, directors, employees and representatives, against any and all disputes, claims, demands, losses, penalties, liabilities, costs and expenses of any kind whatsoever, imposed on, incurred by or assessed against the CLIENT in respect of or in connection with the information provided in relation to the Accounts, the disclosure of such documents and information on the Accounts, and the consent herein granted.

3. U.S. Person Declaration: If the CLIENT is a U.S. person (i.e., a citizen or lawful resident [green card holder] of the United States of America, or juridical entity organized under the laws of the United States of America), the CLIENT shall identify himself/itself as one, provide RCBC with his/its U.S. taxpayer identification number, and comply with all information and documentary requirements under U.S. regulations/agreements. The CLIENT hereby declares under penalty of perjury that:

- (a) The U.S. taxpayer identification number provided is true and correct; and
- (b) It/He agrees to waive any bank secrecy, privacy or data protection rights related to the CLIENT's Account/s

4. Withholding: The CLIENT hereby authorizes RCBCSI to withhold any and all taxes/ amounts in accordance with applicable local and foreign laws or regulations, or as may be required by or pursuant to agreements with local or foreign regulators, authorities or bodies. RCBCSI shall notify the CLIENT thereof via mail to the CLIENT's last known address on file or via electronic mail to the CLIENT's designated email address if enrolled in RCBCSI's electronic channels.

5. Applicable Rules and Regulations: In all cases not specifically provided for in the foregoing or otherwise by written agreement between RCBCSI and the CLIENT, the usual customs and procedure common in brokers in the Philippines shall exclusively govern all transactions between RCBCSI and the CLIENT, with regard to the Account/s. The Account/s are also subject to such regulations, terms and/or conditions as may be imposed by BSP, U.S. IRS, and other regulatory agencies relative to the establishment and operation of the Account/s.

6. Lodgment in Depository.

- a. The CLIENT agrees that the Securities purchased by RCBCSI on behalf of the CLIENT may be deposited by RCBCSI in the PDTC or such other depository of the PSE. The CLIENT agrees to be bound by the Rules of the PDTC, as may be amended, supplemented, or modified from time to time, including: (i) Rule 2.5.2 regarding due authorization from the CLIENT for RCBCSI to lodge the Securities into the PDTC and the agreement by the CLIENT to abide by RCBCSI instructions to PDTC; and (ii) Rule 5.3 regarding the limitation of the CLIENT's recovery against the PDTC in case of any loss of the Securities or which the CLIENT may otherwise suffer due to PDTC's fault. For such purpose, the CLIENT hereby appoints RCBCSI as its agent for the sole purpose of dealing with the PDTC with respect to the Securities purchased hereby, and to perform such other acts necessary or incidental in the operation of the PDTC. The CLIENT agrees to hold RCBCSI free and harmless from any and all liability arising from the lodging of the Securities in the PDTC except if due to the fault of RCBCSI..
- b. In the absence of the Client's written instructions, securities purchased by the CLIENT shall be in the Street Form. Should Securities be recorded under the CLIENT's name in the PDTC Depository, RCBCSI is hereby authorized:
  - (i) to enter into contracts or agreements with PDTC for the use or availment of the Name on Central Depository (NoCD) Facility that will allow RCBCSI and/or PDTC, as the case may be, to (a) open a sub-account within RCBCSI's Omnibus Client Securities Account held with PDTC, lodge, account, and maintain the Securities holdings in the RCBCSI Omnibus Client Securities Account in a segregated manner and set-up, and (b) to effect transfers or movements in to the sub-account upon CLIENT's instructions, and/or as warranted under the terms of the existing agreements between CLIENT and RCBCSI, or in connection with secondary market transactions undertaken in accordance with the terms of the relevant Securities;

(ii) to sign, execute and deliver the required agreements, documents and forms for CLIENT's use and avilment of the NoCD Facility under the applicable PDTC Rules and that of the relevant International Central Securities Depositories (ICSD) and upon such terms and conditions, rules, policies and procedure acceptable to RCBCSI, as the same may be amended; and,

(iii) to deduct from the proceeds of CLIENT's sale transaction or cash dividend of Securities the necessary commission, fees, taxes, other trading charges.

c. The CLIENT hereby appoints RCBCSI as the CLIENT's agent or attorney-in-fact for the purpose of dealing with the PDTC with respect to the Securities purchased hereby, and to perform such other acts necessary or incidental in the operation of the PDTC. The CLIENT agrees to hold RCBCSI free and harmless from any and all liability arising from the lodging of the Securities in the PDTC except if due to RCBCSI's gross negligence or willful misconduct. RCBCSI shall assist the CLIENT, as far as legally allowable, in facilitating any request for information or filing any complaint or otherwise coordinating with the PDTC in connection with the Securities hereby.

7. That the information collected, to be processed and retained, including updates shall be for the following purposes:

- a. Account opening and client identification;
- b. Client risk profile assessment;
- c. Offer and referral of other products and services, and cross-selling subject to client's consent herein; and
- d. Compliance with BSP rules, AMLA, PDTC, FATCA and such other purposes that may be required or allowed by law.

8. I hereby agree and authorize RCBC Securities, Inc. to collect, use, process, store, update and disclose all relevant information, personal or otherwise, relating to my account/s in relation to the use of any product, services, facilities or channels that I may avail of now or in the future from RCBC Securities, Inc. or any of its subsidiaries and affiliates. For this purpose, I hereby waive the rights as defined under applicable confidentiality and data privacy laws in the Philippines and other jurisdiction, including but not limited to the Data Privacy Act of 2012.

9. Amended Individual and Corporate Client Agreement (provision no. 8) – In case of a Buy order, the Client shall, **within two (2) 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 two (2) days from date of purchase**, whichever is earlier, without need of any notice or demand. When required by RCBCSI, the Client agrees to make 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 two (2) 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.. The proceeds of the sale of securities shall be delivered to the Client **within two (2) days from the date of sale**, unless the Client directs or otherwise advises RCBCSI in writing.

10. Amended Online Trading Agreement (provision no. 4) – The proceeds of the sale of securities sold for the my account, net of sums owing to RCBC Securities hereof shall be delivered to me within **two (2) days** from the date of the sale or based on market practice of **T+2**, whichever is longer, unless I direct or otherwise advise RCBC Securities in writing. If I am a client residing abroad, I agree that the proceeds of all sales will be retained in my account unless I request otherwise in writing.

11. Amendment: RCBCSI reserves the right to amend these Terms and Conditions at any time and without need of prior or subsequent notice of changes to the CLIENT.

Any amendments or changes may be posted through the Company's website, or by publication or other means of communication, electronic or otherwise.

12. Repeal: All the other terms and conditions inconsistent with these Supplemental Terms and Conditions are hereby superseded or modified accordingly.

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#### Client Acknowledgement

I/We, hereby acknowledge having read and clearly understood the foregoing and agree to have my present and future accounts governed by these Supplemental Terms and Conditions.

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Client Signature over Printed Name / Date

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Client Signature over Printed Name / Date

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Client Signature over Printed Name / Date

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Client Signature over Printed Name / Date