



Account Code \_\_\_\_\_

**BDO Securities Corporation**  
Trading Participant of the Philippine Stock Exchange

Account Name \_\_\_\_\_

**For Corporate Accounts only**

Name of Corporation \_\_\_\_\_ Nationality \_\_\_\_\_

Corporate Address \_\_\_\_\_

TIN \_\_\_\_\_ Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Email Address \_\_\_\_\_

**For Individual or Joint Accounts - Primary Account Holder**

Name \_\_\_\_\_

Permanent Address \_\_\_\_\_

Present Address \_\_\_\_\_

Preferred Mailing Address  
 Permanent  
 Present  
 Office

Office Address \_\_\_\_\_

Email Address \_\_\_\_\_ Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

Date of Birth (mm/dd/yyyy) \_\_\_\_\_ Place of Birth \_\_\_\_\_ TIN \_\_\_\_\_ SSS / GSIS No. \_\_\_\_\_ Civil Status  Single  Married  Widowed  Legally Separated/Divorced

Name of Spouse \_\_\_\_\_ Mother's Maiden Name \_\_\_\_\_

Nationality \_\_\_\_\_ A.C.R. No. (if applicable) \_\_\_\_\_ Name of Attorney-in-fact (if applicable) \_\_\_\_\_

Occupation / Business / Employer \_\_\_\_\_ Nature of Business / Work \_\_\_\_\_ Is employer a Stockbroker / Dealer?  Yes  No

Are you an Officer, Director of a PSE Listed Company?  Yes  No If yes, identify the PSE Listed Company and specify Relationship or Position \_\_\_\_\_

Are you an Officer, Director or Shareholder of a Stockbroker / Dealer?  Yes  No If yes, identify the Stockbroker / Dealer and specify Relationship or Position \_\_\_\_\_

BDO Settlement Account No. \_\_\_\_\_ Source of Funds  Business  Employment  Savings  Others \_\_\_\_\_ Investment Objective  Speculation  Growth  Preservation of Capital  Long-term Investment Annual Income  < 1M  P1M - < P5M  P5M up Assets  < 1M  P1M - < P5M  P5M up Net Worth  < 1M  P1M - < P5M  P5M up Mode of Delivery of Confirmation  Email  Fax  Courier

Authorized Recipient aside from Account Holders

Name \_\_\_\_\_ Signature \_\_\_\_\_ Name \_\_\_\_\_ Signature \_\_\_\_\_  
Accounts with other Stockbroker / Dealer \_\_\_\_\_ Customer was referred by \_\_\_\_\_

If opened and maintained by a representative, state name and address of beneficial owner.  
Name \_\_\_\_\_ Address \_\_\_\_\_

"I/We hereby certify that the information given in this Customer Account Information Form is true and correct to the best of my knowledge. I/We have read and agree to be governed by the terms and conditions relative to this Account as enumerated in the following pages, as well as by the rules and regulations of the Philippine Stock Exchange, Securities and Exchange Commission, Bangko Sentral ng Pilipinas, the Anti-Money Laundering Council, the Bureau of Internal Revenue, and other appropriate government agencies. Please honor the following signature/s in the payment of funds or the transaction of other business on my/our account/s subject to the instructions given below."

Conforme and Specimen Signatures

1) Signature \_\_\_\_\_ Name \_\_\_\_\_ Verified by \_\_\_\_\_  
2) Signature \_\_\_\_\_ Name \_\_\_\_\_ Verified by \_\_\_\_\_  
3) Signature \_\_\_\_\_ Name \_\_\_\_\_ Verified by \_\_\_\_\_  
4) Signature \_\_\_\_\_ Name \_\_\_\_\_ Verified by \_\_\_\_\_  
5) Signature \_\_\_\_\_ Name \_\_\_\_\_ Verified by \_\_\_\_\_  
6) Signature \_\_\_\_\_ Name \_\_\_\_\_ Verified by \_\_\_\_\_

**For Individual Accounts**

Please present at least two (2) valid Identification Documents (ID) and submit photocopies of the IDs presented with signature verified by referor.  
 Passport  Driver's License  SSS  
 GSIS  Others \_\_\_\_\_  
 (2) Signature Cards (with signature & verification)

For Discretionary Account: Name and Signature of Person/s Authorized to Exercise Discretion (Other Than Account Holder)

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Specimen Signature \_\_\_\_\_

**For BDO Securities Use Only**

**Account Type**  
 Cash  Discretionary  Trading  Margin  
 Retail  Corporate  Employee  
Rating  Normal Risk  High Risk  
Commission Rate \_\_\_\_\_ Signature of Salesman \_\_\_\_\_  
How long known by referring Salesman / Bank Officer \_\_\_\_\_ Approved by \_\_\_\_\_  
Introducing Account \_\_\_\_\_ Date Opened \_\_\_\_\_

**For Corporate Accounts**

- 1. Articles of Incorporation (Certified True Copies)
- 2. By-Laws (Certified True Copies)
- 3. Notarized Secretary's Certificate on the board Resolution in opening a securities trading account and transacting with BDO Securities Corporation, and the signatories/authorized persons to transact
- 4. Two (2) valid ID's of the corporate secretary and the signatories/authorized persons to transact (Certified True Copies)
- 5. Signed Signature Cards verified by Corporate Secretary.
- 6. General Information Sheet (if applicable)
- 7. Sworn Statement as to the existence or non-existence of beneficial owners (if applicable)

Account Code

Account Name

**For Individual or Joint Accounts - Secondary Account Holder**

Name

Permanent Address

Present Address

Office Address

Preferred Mailing Address  
 Permanent  
 Present  
 Office

Email Address

Tel. No.

Fax No.

Mobile No.

Date of Birth (mm/dd/yyyy)

Place of Birth

TIN

SSS / GSIS No.

Civil Status

Single  
 Married

Widow  
 Legally Separated/  
Divorced

Name of Spouse

Mother's Maiden Name

Nationality

A.C.R. No. (if applicable)

Name of Attorney-in-fact (if applicable)

Occupation / Business / Employer

Nature of Business / Work

Is employer a Stockbroker / Dealer?

Yes  No

Are you an Officer, Director of a PSE Listed Company?

Yes  No

If yes, identify the PSE Listed Company and specify Relationship or Position

Are you an Officer, Director or Shareholder of a Stockbroker / Dealer?

Yes  No

If yes, identify the Stockbroker / Dealer and specify Relationship or Position

BDO Settlement Account No.

Source of Funds

Business  
 Employment  
 Savings  
 Others \_\_\_\_\_

Investment Objective

Speculation  
 Growth  
 Preservation of Capital  
 Long-term Investment

Annual Income

< 1M  
 P1M - < P5M  
 P5M up

Assets

< 1M  
 P1M - < P5M  
 P5M up

Net Worth

< 1M  
 P1M - < P5M  
 P5M up

Mode of Delivery of Confirmation

Email  Fax  Courier

Accounts with other Stockbroker / Dealer

Customer was referred by

**For Individual or Joint Accounts - Tertiary Account Holder**

Name

Permanent Address

Present Address

Office Address

Preferred Mailing Address  
 Permanent  
 Present  
 Office

Email Address

Tel. No.

Fax No.

Mobile No.

Date of Birth (mm/dd/yyyy)

Place of Birth

TIN

SSS / GSIS No.

Civil Status

Single  
 Married

Widow  
 Legally Separated/  
Divorced

Name of Spouse

Mother's Maiden Name

Nationality

A.C.R. No. (if applicable)

Name of Attorney-in-fact (if applicable)

Occupation / Business / Employer

Nature of Business / Work

Is employer a Stockbroker / Dealer?

Yes  No

Are you an Officer, Director of a PSE Listed Company?

Yes  No

If yes, identify the PSE Listed Company and specify Relationship or Position

Are you an Officer, Director or Shareholder of a Stockbroker / Dealer?

Yes  No

If yes, identify the Stockbroker / Dealer and specify Relationship or Position

BDO Settlement Account No.

Source of Funds

Business  
 Employment  
 Savings  
 Others \_\_\_\_\_

Investment Objective

Speculation  
 Growth  
 Preservation of Capital  
 Long-term Investment

Annual Income

< 1M  
 P1M - < P5M  
 P5M up

Assets

< 1M  
 P1M - < P5M  
 P5M up

Net Worth

< 1M  
 P1M - < P5M  
 P5M up

Mode of Delivery of Confirmation

Email  Fax  Courier

Accounts with other Stockbroker / Dealer

Customer was referred by

# Terms and Conditions

I understand that **BDO Securities Corporation (BDO SEC.)** shall be acting as my Broker and Custodian in connection with my trading activities. I hereby consent and agree to the terms and conditions of BDO Securities Corporation in connection with its acting as my Broker and Custodian, as stated below.

## General Terms and Conditions:

1. **Definitions:** The following terms, when used in this document, shall mean:

“**Agreement**” means this agreement between myself and BDO SEC., the Account Opening Form, and all other documents related thereto or executed pursuant to this agreement and the opening of my Account.

“**BDO**” means the Banco De Oro, a universal banking corporation, a corporation organized and existing under laws of the Philippines.

“**BDO SEC.**”, “**You**” or “**Your**” means BDO Securities Corporation, a corporation organized and existing under the laws of the Philippines, and duly registered as a Broker / Dealer and in good standing with the SEC.

“**Confirmation Notice**” means the Purchase and/or Sales Confirmation Notice, as the context may require.

“**Me**” or “**I**” means the undersigned, as a client of BDO SEC.

“**PDIC**” means the Philippine Deposit Insurance Corporation.

“**PDTC**” means Philippine Depository and Trust Corporation.

“**PSE**” means the Philippines Stock Exchange, the official stock exchange in the Philippines.

“**Php**” means the lawful currency of the Philippines.

“**SCCP**” means the Securities Clearing Corporation of the Philippines, which provides the depository and settlement system used by the PSE for all securities transactions.

“**SEC**” means the Philippine Securities and Exchange Commission

“**Securities**” means stock, shares, and other equity instruments, including warrants, options, related contracts, and other similar instruments, as well as bonds and other debt instruments, issued by a body corporate and which is listed in the PSE, except such instruments as BDO SEC. is allowed to trade or deal in under Philippine laws, rules and regulations.

“**Securities Account**” means the securities trading account opened and maintained by the undersigned with BDO SEC. for purposes of affecting my securities transactions through BDO SEC.

“**Services**” means the brokerage services the custodianship services and such other services as BDO SEC. may provide from time to time.

“**Settlement Account**” means the bank account designated by me, into which the proceeds and payments of my transactions with BDO SEC. will be, if applicable, credited and debited by you.

“**Trading Day**” means a day when the PSE is open for official trading transactions.

“**Trading Line**” means the trading limit granted to me by BDO SEC., in its sole discretion, which allows me to purchase securities on credit.

2. **Interpretation.** Unless the context otherwise requires, (i) the provisions of this Agreement shall apply to both Cash and Trading Line Clients, (ii) words denoting the singular number shall include the plural and vice versa, and (iii) words denoting persons shall include individuals, corporations, partnerships, joint ventures, trust, unincorporated organizations and any political subdivision, agency or instrumentality. Headings used herein are for convenience only and are to be ignored in construing this Agreement.

3. **Applicable Laws and Rules.** I confirm and agree that all my orders for purchases or sales of securities shall be subject to the prevailing rules and regulations of the PSE or any exchange of which you are a member, the SEC, the PDTC, SCCP or such other Clearing House of the PSE, and such other relevant government or private entities.

4. **Warranty of Information.** I represent and warrant that all information provided by me pursuant to this Agreement (including the Account Opening Form) is true, complete and accurate. In case of any change in said information, I shall inform you in writing immediately. I also authorize you to conduct such credit or background checks to verify any information provided by me, and to ascertain my financial situation and investment objectives.

5. **Capacity.** I warrant that I have full power and authority to execute and enter into this Agreement, which shall constitute my legal, valid and binding obligation enforceable against me and the in accordance with these Terms and Conditions. I am in good standing under Philippine laws and possess all registrations, licenses, and permits necessary for the lawful conduct of my business. I have complied with all the necessary corporate and governmental approvals, orders, consents or authorizations for the transactions contemplated herein and for the valid execution, delivery, performance and enforceability of this Agreement and are be in full force and effect on the date of this Agreement. There is no provision in the Articles of Incorporation, By-Laws, or other constitutive documents, licenses or permits, no provision of any other agreement to which I am a party, or by which I or any of my properties may be bound, and no statute, rule, regulation, or any judgment, decree or order of any court or agency applicable to them would be contravened by the execution, delivery or performance of this Agreement.

6. **Risk.** I understand that the stock market is a rapidly changing market and there is an inherent risk of incurring losses in securities transactions, which I am willing to accept. Such losses, if any incurred pursuant to transactions contemplated herein, solely shall be on my account. For this reason, I hereby hold you free and harmless against, and I will indemnify you in case you are made responsible for, any and all costs, losses, damages, fines, penalties and taxes which may arise out of or in connection with your exercise of or failure to exercise your functions and power herein authorized (including without limitation, inconvenience, time lag in data transmission, delay or loss of use of your services hereunder), except those arising from fraud or gross negligence, and in the latter case, without responsibility for all damages except actual damages. In addition, I shall also hold you free and harmless against all losses, damages, or costs that result from any currency conversion connected with any of my transactions.

7. **Compliance with Orders and Processes.** You shall comply with all laws, writs or judicial or administrative orders, processes or regulations without any obligation to confirm or question the legality or constitutionality of such order, process or regulation. In the case of orders and processes, you shall be authorized to act on the basis of documents or copies which purport and which you, at your discretion, believe to be genuine without any duty to ascertain their authenticity. When you believe that you will be subjected to any claim or demand for taxes, or be required to comply with any law, order, process or regulation, you may withhold payment of any sums due me until you receive an order or a satisfactory ruling from administrative authorities or from the courts which would allow the release thereof under circumstances which in your opinion forecloses the possibility of liability attaching to you. For this purpose, you may, on my account, seek the assistance of any lawyer, accountant or other experts you may find necessary to determine your liability thereon.

8. **Governing Law.** The Agreement and deposits and withdrawals of securities pursuant hereto, shall be governed by and are subject to the laws of the Republic of the Philippines and applicable rules and regulations.

9. **Venue.** It is agreed that venue of action for any litigation arising from the Agreement shall exclusively be in the courts of the City of Makati, Philippines, any other venue of suit being waived.

10. **Remedies.** In the event of any dispute, controversy, action, suit, or proceeding out of or in connection with this Agreement, including but not limited to any falsity of any of my representations or warranties herein, or my failure to disclose any fact which under the circumstances they are obligated in good faith to disclose in relation to the transactions contemplated herein, or failure to settle any of my accounts, I shall compensate BDO SEC. for all expenses incurred by it to vindicate its right and interest, and for reasonable attorney's fees computed at the rate of twenty five percent (25%) of my unpaid accounts or the purchase price of the securities plus costs, but in no event shall such amount be less than fifty thousand pesos (P50,000.00).

11. **No Waiver of Remedies.** No failure or delay on your part in exercising any right, power or remedy accruing to you upon any breach or default by me under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any such breach or default thereafter occurring, nor shall a waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power hereunder. All remedies, either under this Contract or by law or otherwise afforded to you shall be cumulative and not alternative. No notice to or demand to me in any case shall entitle me to any other or further notice or demand in similar or other circumstances. No waiver, permit, consent or approval of any kind or character of any breach of any provision or condition of this Contract shall be effective unless in writing and signed by you.

12. **Assignment.** The benefit and burden of this Agreement is personal to me and shall not be assigned by me without your prior written consent.

13. **No Insurance or Guarantee.** Securities are not bank deposits or PDIC insured, are not obligations of nor guaranteed by BDO SEC and are subject to investment risks, including possible loss of the principal amount invested.

14. **Special Power of Attorney.** In every case provided or necessary in this Agreement, I hereby appoint you, your officers, employees, successors-in-interest and/or assigns, as well as any sub-agent, broker or attorney-in-fact you may appoint for those purposes, as my attorney-in-fact, with full power and authority to sign, execute and deliver such contracts, receipts or other documents, or otherwise perform other related acts for and in my behalf, including without limitation, the opening of a Settlement Account (if applicable), and the debiting thereof as hereunder provided.

15. **Severability.** In case any one or more of the provisions of this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

16. **Force Majeure.** I agree that you, your directors, officers, employees and other representatives will not be liable for any delay of failure to perform any obligation on your part, or for any losses caused directly or indirectly by any conditions or circumstances over which you, your directors, officers, employees and other representatives do not have control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnections problems, unauthorized access, theft, war (whether declared or not), severe weather, earthquakes and strikes.

17. **Free and Harmless.** I shall indemnify and hold you, your officers, directors, employees and agents, free and harmless from any and all liabilities, claims, damages, suit of whatever nature arising or in connection with the Service, except in cases involving fraud, gross negligence or willful malfeasance on your part and any of your personnel or agents.

18. **Notices.** It is agreed that all communications relating to or in connection with this appointment, whether by mail, telegram, telephone, facsimile, electronic mail, messenger or otherwise, sent to me at the address appearing in your records shall constitute personal delivery to me; and that, in the event of my failure to notify you in writing of any change in address, all communications shall be directed to my last known address appearing in your records. It is further agreed that all communications to such indicated address shall be conclusive on me as to their correctness, in the absence of any written objection from me within the applicable period.

19. **Effectivity.** This Agreement shall take effect upon the date of signing, as indicated below, and shall continue in full force and effect until terminated by me or BDO SEC. By giving the other at least fifteen (15) days prior written notice of termination.--

20. **Means of Obtaining Payment.** You shall have the discretion to resort to any other means of obtaining payment of any amount due without affecting any of your right herein. All remedies, either under this Agreement or by law or otherwise afforded to you shall be cumulative and not alternative.

# Terms and Conditions

- 21. Automatic trading Restriction or Cancellation of Account.** I understand and agree that you have the sole discretion to restrict trading on my Account or to cancel the same, at any time without need of prior notice to me.
- 22. Interest.** Unless otherwise agreed upon in writing, any of my unpaid accounts with BSC under this Agreement shall bear interest at the rate per annum equal to the average 91-day Treasury Bill rate computed from the time I incur the delay until full payment, plus two percent (2%) per month, without need of demand.

## Brokerage Services

- 23.** The securities shall be held or disposed by you in accordance with the terms and conditions of this Agreement and any other agreement between us relating to the securities, or in the absence thereof, at your discretion, provided that you shall have the right to retain the securities which are deemed pledged hereunder or in which you have any security interest until full payment of what may be due to you by reason of this Agreement or otherwise. In case of any claims made upon the securities by any third person, you shall notify me of such claims and, at your discretion and without liability on your part, return the same or resort to the courts to interplead.
- 24.** I hereby agree that all of my securities and/or any other kind of property (tangible or intangible) in my Securities Account, Settlement Account or which may hereafter come into your possession, custody or control for any purpose, or in the possession, custody or control of members of the BDO and any of its subsidiaries and/or affiliates secure my liability to you hereunder, and in your absolute discretion and without need of any notice to me, I hereby authorize and empower you to apply my said property in payment of any of my obligations to you without thereby incurring any liability except to account for any security or proceeds thereof actually received.
- 25.** In addition to the foregoing, you shall be entitled to set off any amount payable by you, BDO, its subsidiaries and/or affiliates to me pursuant to my Accounts against any amount owing from me to you, BDO, its subsidiaries and/or affiliates which are due and demandable.
- 26.** I hereby irrevocably appoint and constitute you, your officers, employees, successors-in-interest and/or assigns, as well as any sub-agent, broker or attorney-in-fact you may appoint for those purposes, as my true and lawful attorney with full power and authority to buy sell, lend or borrow securities or otherwise act for me or any of my Account(s) (whether carried individual or jointly with others), to agree upon the price of said securities, execute bills of sale, receipts, assignments of all rights, title and interest to the purchaser(s) thereof, or such other instruments in writing or documents as may be necessary and to deliver or accept delivery of the corresponding stock certificates, to open for any in my name such bank account as may be necessary under this Agreement under such terms and conditions as may be called for hereunder, and/or to do any other act(s) which you may directly or indirectly do or cause to be done in accordance with the powers herein conferred all of which are hereby deemed ratified by me in all respect for this purpose. You shall be entitled to rely on any instruments, notices and communications which you believe to have originated from me and I shall be bound thereby.
- 27.** I hereby authorize you to accept my orders for the purchase or sale of securities whether made orally (in person, through the telephone or other similar means), in writing (whether sent by messenger) or through another person. I will hold you free and harmless from any loss or damage which may be incurred by you or me as a result of your reliance on my instructions given as a fore stated where you acted in good faith.
- 28.** I hereby unconditionally and irrevocably (i) authorize you, in your absolute discretion, to record or cause the recording using any device which you may deem appropriate or advisable including, without limitation, tape recorders and other recording instrument(s), any telephone communication or spoken word between myself and any of your officers, employees, agents or representatives in the course of, or in connection with, any transaction or dealing hereunder of which may relate or pertain hereto, and any such recording or any part thereof shall be admissible as evidence in any proceeding and (ii) authorize you and your officers, employees, agents or representatives to replay any such recording for any person or persons as you shall in your discretion deem fit to communicate the contents thereof, either orally or in writing, or to provide transcriptions thereof, whether in whole or in part, to such other persons
- 29.** Any order by me for the purchase or sale of securities shall bind you only upon your issuance of the Purchase or Sales Confirmation Notice. You do not warrant that any order placed by me can be or has been executed unless the Confirmation Notice is issued. The contents of Confirmation Notices sent to my address indicated herein shall be deemed conclusive upon me as to their correctness, unless within one (1) trading day from my receipt thereof I serve my written objection upon you. Further, I agree that the transactions contemplated herein are conditioned on your receipt of good and cleared funds or the instruments evidencing the securities sold. Hence, notwithstanding the issuance of any Confirmation Notice, it is my understanding and agreement that the transaction(s) subject of the Confirmation Notice shall be deemed automatically cancelled upon your failure to receive such good and cleared funds.
- 30.** In consideration for the foregoing, I hereby agree to pay you (i) commissions at such rates as may be from time to time communicated to me in writing, (ii) transfer or settlement fees upon actual transfer of the certificate(s) issued to me, (iii) documentary stamp taxes, (iv) and other levies and duties thereon. The amount due herein shall be delivered in full to you within the same period required under paragraph 35 hereof.
- 31.** There shall be no automatic renewal of matured securities/instruments purchased hereunder unless such renewal is duly authorized and consented to by me in writing and such written consent is duly received and acknowledged by you. Unrenewed Securities shall not earn interest during the period such funds are outstanding.
- 32.** Nothing herein contained shall be construed as establishing a commitment by you to repurchase the Securities, it being understood that you are acting merely as paying agent for the Issuer of the securities/instruments at or, where appropriate, before maturity thereof.
- 33.** I understand you will provide me with Account statements (in such form as you may determine) regarding my Securities Account. I agree that I will receive monthly statements if my Account status is active. Should my account fall under inactive status, I agree that I will receive quarterly statements. Should my account fall under dormant status, I agree that I will receive semi-annual statements. My failure to inform you of any error in my Securities Account statement within three (3) days from my receipt thereof shall constitute admission by me of the correctness of all matters stated therein.
- 34.** If I shall pay through the debiting of my Settlement Account, I hereby authorize you to automatically debit my Settlement Account as and when I purchase securities through you, or whenever I have any other amount owing to you, in such amounts as may be necessary to fully settle my account(s) with you, including without limitation the purchase price for securities purchased by me, commissions, taxes and other applicable fees, costs, levies or duties.

## 35. Instructions to Purchase for Trading Line Clients

- a. In your absolute discretion, you may effect my purchase instructions even if on credit, but in such case, I undertake to deposit the necessary amounts into my Settlement Account not later than three (3) Trading Days from the date of the purchase or such earlier period as may be designated by you.
- b. Until full payment of the aforesaid amounts, securities purchased on my behalf shall be registered in your name (street form) or such other party designated by you.
- c. In the event my purchases are not liquidated within three (3) Trading Days or in the event of my death or whenever in your sole discretion you consider it necessary for your own protection, I hereby specially authorize and empower you to sell any or all

securities in my Securities Account (whether carried individually or jointly with others) and herein pledge the same as collateral for the payment of any and all of my liabilities to you, which securities are hereby guaranteed to be free from any and all liens and encumbrances, it being expressly understood that in the event that such liens unknown to you as Broker prevent subsequent negotiation of the said securities, you may at your sole discretion: buy back the sold securities and collect from me whatever amount you may be entitled to by reason of such buy back; buy any and all securities to cover for any short selling in such account; transfer monies or securities from any one of my accounts to another: and close any/all of my outstanding obligations. It is hereby agreed and understand that I shall at all times be liable for the payment of all unpaid balances of my Securities Account, if any, together with interest, penalties, commissions, taxes, fees and any other amounts due in connection therewith, as well as for the performance of other acts herein provided, and that I shall remain liable for any deficiency remaining in any such account in the event of liquidation.

## 36. Instructions to Sell

- a. All securities sale transactions for my Securities Account shall not be executed unless you already have possession of the shares of stock to be sold or unless you receive from me the certificate/s evidencing said shares, and such shares of stock or certificate/s are properly lodged with the PDTC or pre-cleared with the proper stock transfer office for such share(s) /certificate(s). I understand and agree that prior to your effecting any sale of securities for me, I must deliver the corresponding share(s) / certificate(s) of stock to you
- b. The proceeds of the sale of securities shall be net of the sums owing to you and shall be delivered to me within three (3) working days from the date of sale or based on the market practice of "T+3", whichever is longer. You shall not be bound to deliver such net proceeds unless I deliver to you the instruments evidencing the securities sold, properly endorsed, and until any and all amounts which I owe you have been paid in full.

## 37. For accounts of individuals:

- a. I agree that if I hold this Securities Account jointly with another individual or individuals, my failure to state otherwise shall mean that this is an "and/or" Securities Account, with each Account holder having the right to bind the others, give instructions, orders, consent or authorizations, or to sign or execute alone any written instrument required by you regarding the Securities Account. Each of us agree to hold you free and harmless against any suit, loss, damage or liability which you may incur as a result of the instructions given in the manner stated above. Furthermore, I agree that any liability arising hereunder shall be my joint and several liability with my co-Accountee(s). Upon the death of any one of us, I understand that the Securities Account shall become the sole and absolute property of the survivor(s). I shall inform you the demise of my co-Accountee(s) within 24 hours therefore and deliver and execute such documents as may be necessary to regularize my Securities Account.
- b. If I hold Securities Account jointly with an/other individual(s) under an "and" arrangement, I understand and agree that the instruction, signature and written conformity of all the other members of my Securities Account must be given before you can act upon any transaction. The death of any one of us shall have the same effect as stated in paragraph (a) above.
- c. I hereby represent that the Securities Account is owned in equal parts by me, together with my co-Accountee(s), unless we otherwise advise you jointly and in writing.
- d. In the event of the bankruptcy, liquidation, receivership of any one or more of the Account Holders, instructions in relation to the securities/instrument shall be given jointly by the trustee on bankruptcy, liquidator, receiver or Official Receiver on the one hand, and the remaining Account Holders on the other.

## 38. For accounts of officers and employees of BDO and its affiliates and subsidiaries (including, but not limited to, BDO Private Bank, Inc., BDO Insurance Brokers, Inc., BDO Capital & Investment Corporation, BDO Securities Corporation, BDO Leasing and Finance, Inc.)

I hereby confirm that I have read and understood, and agreed to comply with, the terms of BDO's personal trading policies as the same may be amended from time to time.

## Custody and Safekeeping Services

- 39.** I hereby appoint you as Custodian for the safekeeping of my securities subject to the following terms and conditions.
- 40.** The securities are deposited by me for the purpose herein stated only, and no other. In case of any discrepancy, I will notify you within three (3) days from receipt of my Account Statement. Any later objections are deemed waived by me and will not be considered by you.
- 41.** I hereby agree that the securities purchased by you on my behalf may be deposited by you in the PDTC or such other depository of the PSE. I agree to be bound by the Rules of the PDTC, as may be amended supplement or modified from time to time including: (a) Rule 2.5.2 regarding due authorization by me for you to lodge the securities into the PDTC and my agreement to abide by your instructions to PDTC; and (b) Rule 5.3 regarding the limitation of my recovery against the PDTC in case of any loss of the securities, or which I may otherwise suffer due to PDTC's fault. For such purpose, I hereby appoint you as my 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. I agree to hold you free and harmless from the lodging of this securities in the PDTC except if due to your own fault. You shall assist me, 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 purchased hereby.
- 42.** Absent my contrary written instructions, securities purchased by me shall be registered in your name ("street form"). Provided that I have fully paid for the shares I purchase, I may instruct you in writing to arrange for the issuance of the stock certificates in my name. All costs incidental to or arising from such issuance, such as but not limited to PDTC charges, shall be borne by me. The issuance of the instrument shall be subject to the regular course of clearing. While the securities are in your possession pursuant to my instructions, their custody shall be governed by Paragraphs 43 to 46 (the next paragraphs) of this Agreement.
- 43.** When required by you a charge in accordance with your prevailing safekeeping charges will be applied each month or fraction thereof during which the securities are held.
- 44.** I understand that you will give the securities the same degree of physical care that you give your own property, but do not assume responsibility beyond that. You 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. You shall not be responsible for any form of damages or other liability arising from your performance of this Agreement.
- 45.** The securities will be held in custody at my sole risk as regards any laws, decrees, regulations or mandates, fortuitous events, and/or any act of war, warlike operation, seizure, destruction or impairment of property, promulgated and/or done by any government authority.
- 46.** It is agreed that you have no responsibility for the collection of coupons, interest or dividends on the securities except as provided by law. You also accept no responsibility for the receipt and/or forwarding of any communication relative to securities. You shall not be obligated to advance funds in my behalf in case of cash calls for stock rights pertaining to my shares.
- 47.** All deposits and withdrawals of all, some or any of the securities made by me from your custody signed by myself, my agent or representative is conclusive evidence of