

CUSTOMER ACCOUNT INFORMATION FORM

Instructions and minimum requirements:

1. Fill- out the important information
 - a. Name, address, nationality, personal information
 - b. Employment/business information, address, contact number
 - c. Investment objective, annual income, assets
2. Provide Customer's tax identification number (TIN)
3. Affix signature on the field needed
4. Accomplished two sets of signature card
5. Clear photocopy of two valid id (government issued)



EASTERN SECURITIES DEVELOPMENT CORPORATION

東興證券投資有限公司

Registered as a Broker-Dealer with Securities and Exchange Commission

Member: The Philippine Stock Exchange, Inc.

Unit 1701 Tytana Plaza, E. Y. Tytana St., Binondo, Manila Tel Nos. (632) 242-4006 to 11 • Fax (632) 241-0178

CUSTOMER ACCOUNT INFORMATION FORM

Date Opened: _____ Account No.: _____

Name: _____

TIN: _____ SSS/GSIS #: _____ Nationality: _____

Name and address of business / employment: _____

Business/Employer tel. no.(s): _____ Fax no.: _____

Profession/Occupation: _____ Email address: _____

Nature of business/occupation: Please check if services: ☐ Banking and Finance ☐ Professionals

Other services: ☐ Industrial/Manufacturing ☐ Agriculture ☐ Self-employed/own business

☐ Government ☐ Retired ☐ _____

Account type: ☐ CASH ☐ MARGIN ☐ INDIVIDUAL ☐ INSTITUTIONAL ☐ DISCRETIONARY

Person authorized to exercise discretion of account _____

Instruction to broker: Confirmation by: ☐ E-mail _____ ☐ Courier

Deliver to this address _____ ☐ Fax no. _____

In case of your absence, do you authorize other person to receive confirmation in your behalf? ☐ Yes ☐ No

If yes, state the name of the person and relationship: _____

Certified true and correct:

Customer Signature or Attorney-in-fact
Authorized Signatory (ies)

Date: _____

Thumb mark if client cannot sign

Right thumb mark

Verified by:

Securities Authorized Representative

Date: _____

ID's submitted: at least 2 government-issued ID's

Investment objective: Please check if ☐ Speculation ☐ Preservation of capital ☐ Growth ☐ Long term investment

Annual Gross Income ☐ Less than P500,000 ☐ P500,000 to P1 million ☐ Over P1 million

Assets _____ Net worth _____

Are you associated with another broker? ☐ Yes ☐ No If yes, state the name of broker(s) _____

Are you an officer or director of a listed company? ☐ Yes ☐ No If yes, state the company & position:

COMPANY

POSITION

For individual account:

Civil Status: _____ Birthdate: _____ Birthplace: _____

If married, name of spouse: _____

Residence address: _____

Residence tel no.: _____ Mobile tel no.: _____

For corporate/institutional account:

Indicate name(s) of personnel authorized to transact in behalf of the company:

NAME

POSITION

Signature

Indicate name(s) of authorized signatories: *(please attach separate sheet if necessary)*

NAME

POSITION

Signature

Approved by:

Noted by:

Company Officer

Associated Person

Date: _____

Date: _____



東興證券投資有限公司

EASTERN SECURITIES DEVELOPMENT CORPORATION

(Registered as a Broker-Dealer with the Securities and Exchange Commission)

Rm. 1701, Tytana Building, Oriente St. Binondo, Manila

Telephone No. (632) 242-4006 to 09, Fax. No. (632) 241-0178

SECURITIES GENERAL TRADING AGREEMENT

I/We _____

hereby agree to you operating a securities trading account ("Account").

1. DEFINITIONS

| | |
|------------------------|---|
| "Account(s)" | Means the securities account(s) of the Client maintained with ESDC. |
| "Authorized Person" | Means such persons duly authorized by the client to give instruction to ESDC with respect to the Account(s) |
| "Business Day" | Means a day on which the Philippine Stock Exchange is open for official trading transactions in Securities. |
| "Client" | Means such person with a trading account with ESDC. |
| "Clearing House" | Means the Clearing House of the Philippine Stock Exchange. |
| "Confirmation Receipt" | Means the confirmation receipt issued by ESDC specifying the details of the transactions in Securities purchased or sold in behalf of the client. |
| "Conditions" | Means the terms set out in the Application Form and this Agreement, as may be amended from time to time |
| "ESDC" | Shall mean Eastern Securities Development Corporation |
| "High Risk Securities" | Shall mean securities of companies with neither a track record of profitability nor any obligation to forecast future profitability. There may be risks arising out of the emerging nature of which such companies operate. High risks are associated with trading derivatives, like options and warrants. A high risk investment risk may be attached to any investment therein. |
| "Safekeeping Charges" | Shall mean all charges and fees for the account of the Client charged by ESDC in connection with the safekeeping of the Securities of ESDC |
| "Securities" | Shall have the same meaning as defined in the Revised Securities Act (B.P. No 178 as amended from time to time) |

- 1.1 Words importing the singular number include all the plural number and vice versa and words denoting the feminine gender only shall also include the masculine gender and vice versa.
- 1.2 All references herein to any Act, statute or regulation shall include any statutory modifications or reenactment thereof.
- 1.3 The headings to the clauses hereof shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the agreement
- 1.4 I hereby certify that I voluntarily and freely consent to the collection of my personal data indicated above by the Data Protection Officer of ESDC. I likewise certify that I have been fully informed the said personal data is collected in compliance with the reportorial requirements of the Philippine Stock Exchange, the Securities and Exchange Commission and the Capital Markets Integrity Corporation. I likewise give my consent to ESDC to share my personal data to the said regulatory agencies if required.

2. INSTRUCTIONS

- 2.1 ESDC shall be entitled to buy and sell Securities for, or deal with money(s) in the Account(s), or to perform any other transactions relating to the Account(s), which shall include but not be limited to, buying and selling of Securities, portfolio management, derivatives trading and investment research and advice, upon the verbal or written instructions of the Client or any person(s) authorized in writing (hereinafter referred to as the "Authorized Person(s)") by the Client. For this purpose, ESDC shall be entitled to rely on any instructions, notices and communications which it believes to have originated from the Client or the Authorized Person and the Client shall be bound thereby. Provided that ESDC shall be under no obligation to give effect to any such instruction, and is entitled to refuse to carry out such instructions without giving a reason for such refusal.
- 2.2 ESDC shall furnish account statements and confirmations of all executed transactions on the day these are made by electronic mail or sent to the email address appearing in ESDC's records. These shall be binding if no written objection is made by the next business day. The client acknowledges that the validity of his objection to any such confirmation of transaction or account statement shall be determined solely by ESDC.

3. COMMISSIONS

- 3.1 The Client shall pay ESDC commission for any purchase or sale of Securities or other transactions in respect of the Account(s) at such rate as may from time to time be agreed between the Client and ESDC.
- 3.2 All the information contained herein is complete, true and correct. ESDC is entitled to rely on such information until ESDC has received written notice from the client of any change herein, the client hereby authorize ESDC to conduct a credit inquiry or check on his/her financial situation and investment objectives.

4. PAYMENTS

- 4.1 The Client shall on demand pay to ESDC such sums of money to enable ESDC to discharge any liability incurred or to be incurred in connection with transactions effected or to be effected for the Account(s) and shall on demand reimburse ESDC for all costs and expenses incurred by ESDC in connection therewith. Notwithstanding paragraph 15, any demand for payment hereunder may be made verbally and shall be deemed made on the date of first demand for such payment. Should the Client fail to pay such undisputed amounts, ESDC may, at its option, sell or otherwise dispose of the Securities purchased under the Account(s) giving rise to such liability of the Client, and apply the proceeds thereof against such liability of the Client, including costs, expenses, damages and interests thereon, without prejudice to the right of ESDC to collect any deficiency remaining after the application of the proceeds, and to any and all rights or remedies, which ESDC may be entitled hereunder or otherwise in law or equity.
- 4.2 ESDC may at its discretion from time to time require the Client to place a deposit with ESDC a sum equivalent to the value of the Securities to be purchased under the Account(s) and, if so required by ESDC, the Client shall place such deposits with ESDC. If the Client fails and/or refuses to place such a deposit with ESDC, ESDC shall be entitled, pursuant to paragraph 2 above, to refuse to carry out the Client's instructions.
- 4.3 ESDC shall have the right, whenever in its discretion ESDC considers it necessary for its protection, or in the equivalent that a petition in bankruptcy, or for appointment of the receiver is filed by or against a Client, or an attachment is levied against his Account(s), or in the event of a Client's death, to sell any or all securities and commodities in the Client's Account(s) (whether carried individually or jointly with others), to buy any or all securities and commodities which may be short in such account(s), and to close any or all outstanding contracts all without demand for margin or additional margin, notice of sale purchase, or other notice or advertisement, and any such sales or

purchases may be made at ESDC's discretion on any exchange or other market where such business is then usually transacted, or at public auction or private sale; and in case of sale at public auction or on an exchange, ESDC may be the purchaser for its own account; it being understood that a prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of ESDC's right to sell or buy without demand or notice herein provided; and it being further understood that the Client shall at all times be liable for the payment of any debit balance owing in any of her Account(s) upon demand, and that the Client shall be liable for any deficiency remaining in any such Account(s) in the event of liquidation thereof in whole or in part by the Client or by ESDC

4.4 In consideration of ESDC's making or continuing to make credit facilities available to the Client, whether specifically requested or not and/or ESDC's agreeing to provide such services under this Agreement, the Client hereby acknowledges and agrees that the opening and maintenance for margin accounts shall be governed by the Supplemental Terms and conditions on Margin Accounts in Annex "A" of this Agreement, which terms and conditions shall be in compliance with Section 48 of the Philippine Securities Regulation Code (Republic Act No. 8799) SRC Rule 48-1 of the Implementing Rules and Regulations of the Securities Regulation Code issued by the Philippine Securities & Exchange Commission ("SEC"), and such other applicable laws, rules and regulations. The Client hereby acknowledges receipt from ESDC of copies of Section 48 of the Philippine Securities Regulation Code (Republic Act No. 8799) and SRC Rule 48.1-1 of the Implementing Rules and Regulations of the Securities Regulation Code issued by the SEC.

4.5 In case of an in-trust-for (ITF) account, the client warrants that the primary account holder: (i) is the legal guardian of the secondary account holder (beneficiary); (ii) is the owner of all assets to be placed in the account; (iii) has set aside the assets in the account for the beneficiary and agrees that ownership over the same shall automatically transfer to the beneficiary upon the primary account holder's death or when the beneficiary attains legal age, whichever comes first and in either case, upon payment of the corresponding taxes due thereon. Provided, however, that the secondary account holder or beneficial owner is explicitly stated in the Customer's Account Information Form (CAIF) of the primary account holder.

5. INTEREST AND COSTS

5.1 The Client agrees to pay interest amounts owing by the Client to ESDC at the rate which is two percent (2%) per annum over the average 91 day Philippine Treasury Bill rate for the applicable period from the date for payment of such amount until receipt of the same by ESDC.

5.2 The Client further agrees to pay ESDC all costs including legal, on an indemnity basis, as may be incurred by ESDC for the purpose of recovering any monies from the Client of ESDC

6. CERTIFICATES

6.1 Unless otherwise specified in writing by the Client, the Securities purchased by ESDC on behalf of the Client shall be registered in the name of ESDC until full payment of the purchase price thereof.

6.2 The transfer of certificates corresponding to the Securities shall be subject to the regular course of clearing and compliance by the Clearing House with ESDC's transfer instructions. Certificates shall be issued under ESDC's name unless payment is received within three (3) Business Days from the date of issuance by ESDC of the Confirmation Receipt.

6.3 Any and all costs, expenses and taxes arising on account of any transfer of the Securities from the name of ESDC to the name of the Client or the Account(s) shall be borne by the Client.

7. SET-OFF

7.1 ESDC shall be entitled, without notice to the Client, to set-off any of the Client's debts against any amount in the account(s) or any amount payable to the Client by ESDC whether the debts are incurred pursuant to the Account(s) or otherwise, are actual or contingent or in the a currency different from the currency in the Account(s) or the currency of the amount payable to the Client by ESDC.

7.2 This Agreement shall take effect immediately, and shall continue to be in full force and effect unless 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.

8. SAFEKEEPING

8.1 Safekeeping of the Securities by ESDC shall be governed by the following terms and conditions as well as by any other agreement(s) between ESDC and the Client. Securities received by ESDC are received for the reasons herein stated only and no other. In case of any discrepancy regarding the Securities for safekeeping by ESDC, please notify ESDC within three (3) days from notice of such discrepancy. Any later objection will not be considered by ESDC.

8.2 When required by ESDC, a charge in accordance with ESDC's prevailing Safekeeping Charges will be applied each month or fraction thereof during which the Securities are held.

8.3 ESDC will give the Securities the same degree of physical care given to its own property, but does not assume responsibility beyond that. ESDC 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 ESDC. ESDC shall not be responsible for any form of damages or other liability arising from its performance of this Agreement.

8.4 The Securities may be kept by ESDC in its offices or may be deposited with any depository at its discretion.

8.5 The Securities will be held in ESDC's custody at the Client's sole risk as regard to any laws, decrees, regulations or mandate, fortuitous events and/or any act of war, warlike operations, seizures, destruction or impairment of property, promulgated and/or done by any governmental authority.

8.6 It is agreed that ESDC has no responsibility for the collection of coupons, interest or dividends on the Securities except as provided by law. ESDC also accepts no responsibility for the receipt and/or forwarding of any communications relative to the Securities.

8.7 ESDC shall comply with all laws, writs or juridical or administrative orders, processes or regulations without the Client's obligation to confirm or question the legality or constitutionality of such order, process or regulation. In the case of orders and processes, ESDC shall be authorized to act on the basis of documents or copies which purport and which ESDC at its discretion believes to be genuine without any duty to ascertain their authenticity.

8.8 In all cases where ESDC is of the opinion that it will be subjected to any claim or demand for taxes, or be required to comply with any law, process or regulation, it may withhold payment of any sums due to the Client until ESDC shall have received an order or a satisfactory ruling from the administrative authority or from the courts which would allow the release thereof under circumstances which, in ESDC's opinion, forecloses the possibility of liability attaching to ESDC. For this purpose, ESDC may, for the Client's account, seek the assistance of any lawyer, accountant or other expert.

8.9 The Client agrees to reimburse ESDC for all expenses, including attorney's fees, and for all charge and taxes incurred or paid in good faith by it, or because of the Client's failure to comply with her obligations hereunder. The Client further holds ESDC harmless from all claims, demands and liabilities which may be made against ESDC. All sums due to ESDC shall be payable on the date due without need of demand. Each of the Clients unpaid accounts shall bear interest based on the average 91-day Treasury Bill rate plus two percent (2%) per annum, computed from the time the Client's payment becomes due, without need of demand, until full payment.

8.10 The Securities shall be held or disposed of by ESDC in accordance with the terms and conditions of this Agreement and any other agreement between the Client and ESDC relating to the Securities. In case of any claims made upon the Securities by any third person, ESDC shall notify the Client of such claims and, at ESDC's discretion and without liability on its part, return or surrender the same to the clients or resort to the court to enter pleas. The Client holds ESDC free and clear of any liability to any third person, which may arise by reason, by such return or surrender of the Securities by ESDC.

8.11 All deposits and withdrawals of all, some or any of the Securities by the client shall be signed and evidenced by appropriate receipts. Any receipt or acknowledgement signed by the Client, his agent or representative is conclusive evidence of the delivery or withdrawal of the certificate of stock therein specified.

8.12 Notwithstanding the foregoing, the Client, hereby authorizes ESDC to use the Securities for whatever legal purpose which it may deem fit; provided, however, that the Securities shall be made available to the Client upon demand.

8.13 The terms and conditions of safekeeping 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 herein, unless otherwise terminated either by ESDC or the Client by giving the other at least fifteen (15) days prior written notice of termination.

9. LIMITATION OF LIABILITY

9.1 ESDC shall not be liable to the Client for any partial performance or non-performance of its obligations hereunder by the reason of any cause beyond ESDC's control, including but without limitation to any breakdown or failure of transmission, communication or computer facilities, industrial action, and the failure of any relevant correspondent or other agent or principal of ESDC, depository, dealer, exchange, clearing house or regulatory or self-regulatory organization for any reason to perform its obligation.

9.2 Except for the willful default or gross negligence by ESDC or its directors, officers and employees, ESDC shall not be responsible or liable for any loss or damage that the Client may suffer or incur:

- a) due to acts, commissions or failure of ESDC to execute or perform any transaction which it is authorized to do under these Conditions or pursuant to any requests, instructions or orders from the Client;
- b) in respect of any advice or opinion which may be given to the Client whether in respect of the Conditions stated herein or otherwise; and
- c) any entry or commission or opinion to make any entry in the Client Account(s) which may be made or required to be made in connection with any requests, instructions or orders from the Client;
- d) with respect to or resulting from the purchase or sale of Securities pursuant to the instructions of the Client, which do not expressly specify the purchase or selling price of the Securities and which give ESDC careful discretion to execute the same.

10. INDEMNITIES

- 10.1 The Client shall indemnify and hold harmless ESDC from and against 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 ESDC pursuant to any such instruction, notice or request by the Client or pursuant to the regulations stated here in.
- 10.2 The Client shall authorize ESDC to act in accordance with and rely upon any instructions or other communication for any purpose which may from time to time purport to be given by telex or facsimile by the client/s including computer generated instructions which do not bear the client/s signature/s. With such, the Client shall undertake to keep ESDC and its directors, officers, employees, agents and correspondents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred by ESDC or them arising out of anything done or omitted pursuant to any instruction as aforesaid. In addition to any lien, right to set-off or other rights which you may have, you shall be entitled at any time and without notice to me/us to set-off the indemnity herein given or any such charge, fee or monies owing to you in respect of the services herein rendered against any of my/our accounts whether in the Philippines or elsewhere notwithstanding that the credit balances on such accounts and my/our accounts whether in the Philippines or elsewhere notwithstanding that the credit balance on such accounts and my/our liabilities may not be expressed in the same currency. I/we hereby authorize you to effect any necessary conversions of the currency at your prevailing rate of exchange and I/we hereby waive any rights, claims, actions or proceedings which I/we may have against you or any losses or liabilities which I/we may have suffered as a consequence of your acting in according with this authorization.
- 10.3 The Client shall indemnify and hold harmless, ESDC from 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 items constituting the Securities deposited with ESDC, or against ESDC by reason of its holding or having received or held such Securities.
- 10.4 The Client unconditionally and irrevocably (i) authorizes and grants ESDC the absolute discretion to record or cause the recording, using any device which it may deem appropriate or advisable (including without limitation, tape recorders and other recording instruments, or any telephone and/or oral communication between the undersigned and any dealing hereunder, or which may relate or pertain thereto and hereto, and any such recording or part thereof shall be admissible as evidence in any proceeding; and (ii) authorizes ESDC and its representative to replay any such recording for any person(s) it may deem fit to communicate the contents thereof orally, by playing such recording, or in writing or provide a transcription thereof, whether in whole or in part to such person(s).

11. DISCLOSURE

- 11.1 ESDC is authorized to disclose such information regarding the Client concerning the account(s) as ESDC shall be obligated to do so under or pursuant to any applicable rules or customs of any exchange or market and/or clearing house and/or the laws governing the Agreement. In this regard, the Client understands that ESDC is obliged by the By-laws of the Philippines Stock Exchange to inform the Philippine Stock Exchange of particulars of delinquent accounts. For these purposes, the Client consents to the disclosure by ESDC of any information relating to the Client's Account(s) is classified by ESDC as being delinquent or disputed under the guidelines of the Philippine Stock Exchange.
- 11.2 Further without limiting the generality of 10.1 above, the Client further authorizes and consents to the disclosure by ESDC of any information relating to the Client's Account(s) upon demand, order or request by the Philippine Stock Exchange or any government authority.

12. CONFIRMATION

- 12.1 The Client agrees to do all such things which are in the opinion of ESDC necessary or desirable to ratify or confirm anything done ESDC in respect of the Account(s).
- 12.2 ESDC may from time to time require the Client to provide ESDC with such information or documentary proof in respect of the matters set out in the Application Form and in respect of the Account(s), and if so required, the client shall provide such information and/or documentary proof as may be required by ESDC.

13. RISK DISCLOSURE

- 13.1 THE CLIENT IS AWARE 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.
- 13.2 The Client is aware that 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. 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. The Client further recognizes that 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 Philippine Stock Exchange and no assurance is given that there will be a liquid market in such securities. This risk disclosure does not purport to disclose all the risks and other significant aspects of investing in these securities. The Client undertakes to conduct her own research and study on the trading of High Risk Securities before commencing any trading activity. The Client must seek professional advice should it be uncertain of, or shall not have understood, any aspect of the risk disclosure statement in the nature of risks involved in trading of High Risk Securities.

14. ESDC ACTING AS AGENT/PRINCIPAL

- 14.1 ESDC shall act as agent in relation to the Client in all transactions relating to the Account(s), except in: (a) any transaction with the Client carried out by ESDC for the account of ESDC, or for the account of any associated person, as provided under Section 34 of the Philippine Securities Regulation Code (Republic Act No. 8799) provided, that in all such instances where ESDC effects a transaction for its own account or for the account of an associated person, it shall disclose to the Client at or before the completion of the transaction that it is acting for its own account; (b) providing the Client with research and other materials, unless the Client specifically and expressly commissions ESDC to prepare and provide such research materials; and (c) such other instances as applicable by law, rule or regulation that requires ESDC to act as principal, or shall allow ESDC to act as principal, and ESDC exercises its option to do so.
- 14.2 For purposes of 14.1 the term "associated person" shall mean any employee of ESDC who directly exercises control or supervisory authority over other employees, salesmen, officers, directors, clerks or stockholders of ESDC.

15. AMENDMENT OF TERMS

The client agrees to be bound by any amendments to this Agreement as may be mutually agreed between the client and ESDC from time to time.

16. TERMINATION

- 16.1 The Client may terminate this Agreement and the Account(s) of the Client upon not less than three (3) Business Day's written notice in advance to ESDC and payment of all monies outstanding and payable or which will become payable to ESDC in respect of the Account(s) or otherwise.
- 16.2 Service of notice of termination by the Client to ESDC shall be effective only upon actual receipt thereof by ESDC.
- 16.3 ESDC may terminate the Client's Account(s) at any time without giving any reason for such termination, provided, prior written notice is given to the Client three (3) Business Days prior to the intended date of the termination of the Account(s). The termination of the Account(s) shall be effective from the date of such notice.
- 16.4 Any fees, expenses, costs and other charges of ESDC accrued incurred to the effective date of termination shall be paid by the Client.
- 16.5 This agreement shall insure in favor of ESDC's successors and assign, and shall remain in effect until a written notice of termination is issued by ESDC or the Client as provided herein, above.

17. NOTICES

- 17.1 Any notice, instructions or other communications under or in connection with these Conditions may be verbal or written unless otherwise required by these conditions, the Rules and/or By-Laws of the Philippine Stock Exchange. All verbal notices, instructions or communications from the client to ESDC shall be followed by a confirmation in writing.
- 17.2 All notices, instructions and other communications shall be addressed to or left at, in the case of ESDC, the business address of ESDC at the relevant time, and in the case of the Client, the mailing address as stated in the Application Form or as notified to ESDC by the Client from time to time. Such notices shall be delivered by hand, by post, by telex or electronic means and shall be deemed to have been duly received on the same day if delivered by hand, by telex or electronic means, or when in the ordinary course of post it would be received, if

delivered by post or all communications, whether by mail, telegraph, telephone, messenger or delivery to the Client.

- 17.3 ESDC shall have the discretion to act on any verbal instructions as it deems fit, whether or not such instructions have been confirmed in writing.
- 17.4 ESDC and the Client undertake to notify each other, in the manner of giving notices, instructions or other communications under Section 16 hereof, of any material change in the information provided under or in connection with this Agreement by either ESDC or the Client, as soon as such material change in information is known to ESDC or the Client.

18. LAW AND JURISDICTION

- 18.1 This Agreement and all transactions covered hereby shall be governed, interpreted and construed in according with the Rules and Regulations, By-Laws, customs and usage of the Philippine Stock Exchange, as amended from time to time, and the laws of the Republic of the Philippines, and the Client hereby irrevocably submits to the jurisdiction of any court in any other jurisdiction.
- 18.2 The Client irrevocably agrees that any legal actions, suit or proceeding out of or in relation to this Agreement may be instituted, at the option of ESDC, in any

competent Court in Makati City, Philippines, 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 and assets, generally and unconditionally the jurisdiction of such Court. The Client further agrees that any legal action, suit or proceeding which on its part maybe brought against ESDC arising out or in relation to this Agreement shall be instituted only in the proper Courts of Makati City, Philippines. 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 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 ESDC to commence proceedings or to obtain execution of judgment against the client in any venue or jurisdiction where the assets of the Client may be found.

19. SEVERABILITY

- 19.1 If any stipulation or provision of this Agreement shall be deemed to be invalid, void or unenforceable in any respect, the remaining provisions of this Agreement shall in no way be affected and shall remain fully enforceable.

SPECIAL INSTRUCTIONS:

Name(s)

Signature(s)

東 興 證 券 投 資 有 限 公 司

EASTERN SECURITIES DEVELOPMENT CORPORATION

MEMBER: PHILIPPINE STOCK EXCHANGE

Specimen Signature Card for Individuals

Civil Status ☐ Single
☐ Married

Account Type: ☐ Individual
☐ Corporate

Print Name: _____

Address: _____

Tel: _____

Citizenship: _____

TIN:

Birth Date: _____

Date of Incorporation: _____

Specimen Signature: Please Sign Twice

Signature Verified:

**For Corporate Officers Authorized to Sign
and Endorse Certificates:**

Corporate Account

Specimen Signatures:

Name: _____

Position:_____

Specimen Signatures:

Name: _____

Position: _____

Specimen Signatures:

Name: _____

Position: _____

Specimen Signatures:

Name: _____

Position: _____
