



BPI Securities Corporation

Member: Philippine Stock Exchange, Inc.

DOLLAR DENOMINATED SECURITIES (DDS) ENROLLMENT FORM Retail Clients

(This form supplements the BPI Trade General Terms and Conditions)

Account Information			
Date of Application		BOSS Code <i>(if existing client)</i>	
BPI Trade Account Name			
DDS Nominated Settlement Account	Bank Account Number	Account Name	
Email Address			

Supplemental Terms and Conditions

- Definitions.** Unless otherwise indicated, capitalized terms used herein have the meanings given them in the BPI Trade General Terms and Conditions.
 - "DDS CLIENT WALLET"** shall mean the sum of (i) the amount deposited or transferred by CLIENT to BPI SEC USD deposit account with BPI to fund DDS transactions and (ii) the net proceeds of DDS selling transactions and DDS cash dividends of CLIENT with BPI SEC unless these have been withdrawn by the CLIENT.
 - "DDS Nominated Settlement Account"** shall mean the USD deposit account in the name of the CLIENT with any bank, where the funds withdrawn by the CLIENT from DDS CLIENT WALLET shall be credited.
- The CLIENT understands that currently, the Philippine Stock Exchange ("PSE") pre-open period is from 9:00 a.m. to 9:29 a.m., that the trading session is from 9:30 a.m. to 11:59 a.m., with a market recess from 12:00 p.m. to 1:29 p.m., and the market resumes at 1:30 p.m., that the pre-close period is from 3:17p.m. to 3:19 p.m., and that the runoff period is from 3:20 p.m. to 3:30 p.m., Philippine time. These may change to any other periods that the PSE may otherwise prescribe. Orders given by the CLIENT outside of these PSE periods (off-hours) shall be queued and posted on the next pre-open period on a first-come-first-served basis and executed in the best discretion of BPI SEC.
- Any order by the CLIENT for the purchase or sale of Securities shall bind BPI SEC only upon its issuance of the Purchase or Sales Confirmation Notice. BPI SEC does not warrant that any order placed by the CLIENT can be or has been executed unless the Confirmation Notice is issued. The contents of Confirmation Notices sent to the CLIENT's email address shall be deemed conclusive upon the CLIENT as to their correctness, unless within twenty four (24) hours from the CLIENT's receipt thereof, BPI SEC receives a written objection from the CLIENT. Further, the CLIENT agrees that the transactions contemplated herein are conditioned on BPI SEC's receipt of good and cleared funds or the instruments evidencing the Securities sold. Hence, notwithstanding issuance of any Confirmation Notice, CLIENT agrees that the transaction(s) subject of the Confirmation Notice shall be deemed automatically cancelled upon failure by BPI SEC to receive such good and cleared funds or the instruments evidencing the Securities sold.



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4. Instruction to Purchase Securities

- a. All Securities purchase transactions for the CLIENT's Securities Account will be settled in cash and automatically debited from the DDS CLIENT WALLET. The CLIENT agrees that before BPI SEC actually effects any of the CLIENT's purchase instructions, the DDS CLIENT WALLET must have sufficient cleared funds to cover the amount of the transaction plus the applicable commission, fees, taxes, levies and other duties.
 - b. Payment for the CLIENT's purchases, related amounts and other amounts which the CLIENT may owe BPI SEC shall be made from the DDS CLIENT WALLET.
 - c. The CLIENT agrees to pay for its purchases on or before three (3) Trading Days after such purchase was made or such shorter period as may hereinafter be designated by BPI SEC, or as may be required by the PSE, or by any applicable law or regulation.
 - d. The CLIENT understands that its deposits in the DDS CLIENT WALLET in the form of a check shall only be available for payment when cleared by the drawee bank. CLIENT's purchase of DDS shall be subject to and contingent upon the receipt by BPI SEC of cleared funds.
5. The proceeds of the sale of Securities and cash dividends will be retained in the DDS CLIENT WALLET unless otherwise requested in writing.
 6. **Custody and Safekeeping Services.** The terms and conditions for Custody and Safekeeping Services shall also apply to the DDS CLIENT WALLET.
 7. **Schedule of Fees.** All trades are subject to fees, taxes and charges set out below (the "Fees") and shall be charged to the DDS CLIENT WALLET:

Fees	Rate
Commission	_____% (in USD) <i>Client's Conforme:</i> _____ <i>Signature over Printed Name Signature over Printed Name Signature over Printed Name</i>
EVAT	12% of commission (in USD)
SCCP Fee	0.0001 of gross amount (in USD)
PSE Fee	0.00005 of gross amount (in USD)
Sales Tax (for selling transaction only)	0.006 of gross amount (in USD)
PDTC Maintenance Fees	.00000833 of Market Value of Holdings per month (in USD)
Bank Transfer Charges	<i>From other banks to BPI Securities' BPI USD Account USD 6.50 per transaction</i> <i>From other banks to BPI Securities' BDO USD Account USD 5.00 per transaction</i> <i>Transfer to Client's Account with other banks other than BPI or BDO USD 18.00 per transaction</i>
Other fees	<i>Lodgement Fee : USD 2.50 per issue + Php 0.50 cancellation fee per certificate</i> <i>Upliftment Fee : USD 4.00 per issue</i> <i>EQ Trade Fee : USD 2.00 per issue/broker (EQ Trade IN)</i> <i> : USD 2.50 per issue/broker (EQ Trade OUT)</i>

BPI SEC reserves the right to change the Fees from time to time.



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8. **Consent to Processing and Disclosure of Information** – The CLIENT acknowledges and agrees that updated information relating to him/her (including personal data), transactions, business and credit relationships, and account(s), provided by the CLIENT or made available to or in the possession of BPI SEC or BPI and/or any of its Affiliates (BPI and its Affiliates, to be collectively referred to as the “BPI Group of Companies”) (collectively, the “CLIENT Information”) may be collected, used, stored, consolidated, processed, disclosed, and shared by BPI for any or all of the following (the “Purposes”):
- a. To approve, manage, facilitate, administer, implement, and provide the products, services, transactions, and facilities availed of and/or selected by the CLIENT;
 - b. To comply with BPI SEC’s operational, audit, administrative, credit and risk management processes, policies and procedures; these Terms and Conditions; BSP’s rules and regulations, legal and regulatory requirements of government regulators, judicial or supervisory bodies, tax authorities or courts of competent jurisdiction, as the same may be amended or supplemented from time to time;
 - c. To comply with applicable laws of the Philippines (including but not limited to (i) Anti Money Laundering Act, as amended; (ii) Data Privacy Act (DPA) and its implementing rules and regulations; (iii) Securities Regulation Code and its implementing rules and regulations; and/or (iv) PSE Rules and Regulations) and those of other jurisdictions including the United States Foreign Account Tax Compliance Act (FATCA), the laws on the prevention of money laundering and terrorism activities, including the provisions of Republic Act No. 9160 (Anti-Money Laundering Act of 2001), as amended (“AMLA”) and the implementation of know your customer and sanction screening checks;
 - d. To develop and enhance the product, business and customer offerings of BPI SEC or any of BPI Group of Companies, which may include the conduct of product, system, statistical or business analysis, surveys, schemes, planning and research;
 - e. To pursue marketing, sales, promotional, advertising, and business initiatives (the “Marketing Initiatives”), which may include the development, formulation, dissemination, distribution and rollout of Marketing Initiatives information, materials, documents or brochures, relating to the products, services, events, promotions, programs, and offers, of BPI SEC or any of the BPI Group of Companies or by third parties with which BPI SEC or any of the BPI Group of Companies, under a duty of confidentiality, has contracted with (the “Program Partners”), whether such Marketing Initiative is undertaken individually by BPI SEC or by any of the BPI Group of Companies or pursued together with any of the BPI Group of Companies or with Program Partners under a joint venture initiative, servicing agreement, cross-selling arrangement, loyalty or promo program or any project undertaking on a collective or tie-up basis;

For purposes of these Terms and Conditions, "Affiliate" means a corporation, partnership or other form of association which is controlled by, or is under common control with, or controls BPI. The term "control" (including with correlative meanings, the term "controlling", "controlled by", and "common control") shall mean (i) ownership of at least twenty percent (20%) of the total issued and outstanding capital stock in such corporation or association, or (ii) the right to elect at least twenty percent (20%) of the number of directors in the corporation or association, or (iii) the right to cause the direction of the management and policies of such corporation, partnership or other form of association, whether through the ownership of shares, directorship, management, community of interest or contract.

- a. In compliance with regulatory requirements, to verify or validate the CLIENT Information in any reasonable manner with appropriate sources including (but not limited to) courts, government agencies or arbitral tribunals on the status of any case or proceeding to which the CLIENT may be a party;
- b. To carry out, fulfill and complete the transactions authorized by the CLIENT in connection with BPI SEC’s performance of the services, facilities and these Terms and Conditions.



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Pursuant to the relevant Purpose(s), BPI SEC may share and disclose CLIENT Information, whether within or outside the Philippines, under a duty of confidentiality:

- a. to any of the BPI Group of Companies;
- b. to BPI SEC's directors, officers, employees, professional advisers, legal counsels, auditors, agents, representatives, service providers, and third parties providing services to BPI SEC on a "need to know" basis;
- c. to merchants and promotional, network, loyalty program and joint venture partner, and their respective service providers, in order to carry out, fulfill and/or complete the transactions authorized by the CLIENT;
- d. to any judicial, governmental, regulatory or supervisory body of the Philippines or those of other jurisdictions, including exchange of information among tax authorities in compliance with FATCA, as the same may be amended or supplemented from time to time;
- e. to any potential transferee or assignee of BPI SEC's rights and/or obligations under the relevant contracts or agreements or in connection with any sale, acquisition, merger or consolidation of any of the BPI Group of Companies;
- f. to representatives, agents or service providers engaged by BPI SEC or by any of the BPI Group of Companies to perform (whether within or outside the Philippines) data processing, collection, consolidation, storage and such other services in connection with the products, services, and facilities availed of by the CLIENT (the "Outsourced Service Providers");
- g. to representatives, agents or service providers engaged by BPI SEC, or by any of the BPI Group of Companies or by Program Partners, in connection with the Marketing Initiatives; and,
- h. to such other persons or entities that BPI SEC or any of the BPI Group of Companies or the Outsourced Service Providers may engage or contract with to facilitate or carry out any or all of the foregoing Purposes.

The foregoing constitutes the express consent of the CLIENT under the applicable confidentiality and data privacy laws of the Philippines and other jurisdictions and the CLIENT agrees to hold BPI SEC, each member of the BPI Group of Companies, and their authorized representatives, free and harmless from any and all liabilities, claims, damages, suits, costs, and expenses resulting from or in connection with the implementation of the Purposes and authorities conferred under these Terms and Conditions.

For the avoidance of doubt, to the extent that applicable confidentiality, bank secrecy or other laws impose non-disclosure requirements on certain relevant information but permits a party to waive such requirements by written consent, the express consent provided herein shall constitute the CLIENT's written consent for purposes of such applicable laws. Any agreement between the CLIENT and BPI SEC to maintain confidentiality of information shall continue to be observed to the extent that such agreement is not otherwise inconsistent with the consent to disclosure of CLIENT Information authorized under these Terms and Conditions.

The CLIENT's continued access into the BPI Trade website or use of the BPI SEC's services will constitute acceptance of the BPI SEC Data Privacy Statement as the same may be revised or updated from time to time.



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9. CLIENT's Authorization

- a. POWER AND AUTHORITY. BPI SEC is hereby authorized:
 - i. to negotiate with and enter into contracts or agreements with PDTC for the use or avilment of the NoCD Facility that will allow BPI SEC and/or PDTC, as the case may be, to (i) open a sub-account within BPI SEC's omnibus Client Securities Account held with PDTC (the "BPI SEC Omnibus Account"), lodge, account, and maintain the Securities holdings in the BPI SEC Omnibus Account in a segregated manner and set-up, and (ii) to effect transfers or movements into the sub-account upon CLIENT's instructions, and/or as warranted under the terms of the existing agreements between CLIENT and BPI SEC, 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 procedures acceptable to BPI SEC, as the same may be amended; and
 - iii. to deduct from the proceeds of CLIENT's sale transaction or cash dividend of Securities the Fees set out in Section 7 hereof.
- b. LIMITATION OF LIABILITY. All actions that BPI SEC takes as CLIENT's duly constituted Attorney-in-Fact pursuant to this authority shall be for CLIENT's account and risk.
- c. IRREVOCABILITY. This Irrevocable Authority is a special agency to enable BPI SEC as CLIENT's Attorney-in-Fact to exercise the special powers and authorities herein granted, it being understood and agreed that creation of this special agency is one of the requirements and essential consideration to allow BPI SEC to avail of PDTC's NOCD Facility for CLIENT's behalf, for the creation of the sub-account in the BPI SEC Omnibus Account for and in CLIENT's name, and to make the relevant transfers of Securities from and to said sub-account.

This Irrevocable Authority is being executed to enable BPI SEC as Broker Dealer to execute such acts and documents as may, in BPI SEC's reasonable opinion, be necessary or desirable to give full effect to all rights, remedies, or powers conferred upon BPI SEC. This Authority shall not be revoked nor cancelled without the prior written consent of BPI SEC.

10. Except as herein supplemented, the BPI Trade General Terms and Conditions shall remain in full force and effect. The CLIENT acknowledges that the BPI Trade General Terms and Conditions and these Supplemental Terms and Conditions shall be read and construed as one integral document and agree to be bound thereby.

**Client's Signature over
Printed Name**

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Printed Name**

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