

Instruction: Please complete in block letters and tick where applicable. Do not leave any field blank, indicate N/A when not applicable.

**MANDATORY INFORMATION**

<b>1. Business Name</b>			
<b>2. Registered Business Address</b>			
<b>3. Contact Details</b>	<b>Business Phone No.</b>	<b>Mobile No.</b>	<b>Email Address</b>
<b>4. Nature of Work / Business</b>	<input type="checkbox"/> Agriculture/Animal Farming <input type="checkbox"/> BPO/KPO <input type="checkbox"/> Casino/Gaming Club <input type="checkbox"/> Construction <input type="checkbox"/> Finance/Insurance/Securities <input type="checkbox"/> FX Dealer/Money Changer/Remittance Agent <input type="checkbox"/> Foundation	<input type="checkbox"/> Food Services/Food Processing <input type="checkbox"/> Government Service <input type="checkbox"/> IT/Software <input type="checkbox"/> Law/Accounting/Auditing Firm <input type="checkbox"/> Manufacturing <input type="checkbox"/> Maritime/Shipping <input type="checkbox"/> Medical/Health Services	<input type="checkbox"/> Real Estate/Leasing <input type="checkbox"/> Tourism <input type="checkbox"/> Transportation <input type="checkbox"/> Wholesale/Retail Trade <input type="checkbox"/> Utilities <input type="checkbox"/> Others _____
<b>5. Source of Funds/Wealth (Tick all applicable boxes)</b>	<input type="checkbox"/> Business <input type="checkbox"/> Commissions	<input type="checkbox"/> Remittances <input type="checkbox"/> Donation	<input type="checkbox"/> Others _____
<b>6. With Beneficial Owner?</b>	<input type="checkbox"/> Yes (Fill out Beneficial Owner)		<input type="checkbox"/> No

**OTHER INFORMATION**

<b>1. Date of Registration</b>																							
<b>2. Country of Registration</b>																							
<b>3. Tax Identification Number</b>																							
<b>4. Form of Business</b>	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation	<input type="checkbox"/> Cooperative <input type="checkbox"/> Partnership	<input type="checkbox"/> Association <input type="checkbox"/> Others _____																				
<b>5. Secondary License or Certificate of Authority from Supervising Authority or Government Agency</b>	Specify Secondary License		Supervising Authority/Government Agency																				
	<input type="checkbox"/> Yes _____		<input type="checkbox"/> No																				
<b>6. Total Assets</b>	<small>(Assets include those arising from loans and excludes value of land on which entity's office, plant and equipment are situated.)</small> <input type="checkbox"/> Micro (assets up to P3MM) <input type="checkbox"/> Small (assets > P3MM to P15MM)																						
	<input type="checkbox"/> Medium (assets > P15MM to P100MM) <input type="checkbox"/> Large (assets above P100MM)																						
<b>7. Investment Objective</b>	<small>(Purpose of account opening)</small> <input type="checkbox"/> Capital Preservation <input type="checkbox"/> Long-Term Investment																						
	<input type="checkbox"/> Growth <input type="checkbox"/> Others _____																						
<b>8. MBTC Designated Settlement Account No. (Optional)</b>	<table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td> </tr> </table>																						
<b>9. Notices &amp; Correspondence Delivery Mode</b>	<input type="checkbox"/> Mailing Address: _____ <input type="checkbox"/> Email Address: _____																						

**BENEFICIAL OWNER INFORMATION (TO BE FILLED ONLY IF NUMBER 6 IS TICKED "YES")**

<b>1. Full Name</b>	<b>Last Name</b>	<b>First Name</b>	<b>Middle Name</b>	<b>Suffix</b>
<b>2. Date Of Birth / Place Of Birth</b>	MM	DD	YYYY	Place Of Birth (City / Municipality)
<b>3. Present Address</b>				
<b>4. U.S. Address</b>	<b>House/Floor No.</b>	<b>Street</b>	<b>City</b>	<b>State Postal Code</b>
<b>5. U.S. TIN</b>				

<b>6. Citizenship or Nationality</b>				
<b>7. Source of Funds/Wealth (Tick all applicable boxes)</b>	<input type="checkbox"/> Employment <input type="checkbox"/> Business	<input type="checkbox"/> Remittances <input type="checkbox"/> Interest	<input type="checkbox"/> Pension/Retirement <input type="checkbox"/> Sale of Assets	<input type="checkbox"/> Commissions <input type="checkbox"/> Others _____
<b>8. Nature of Work/Business</b>	<input type="checkbox"/> Agriculture/Animal Farming <input type="checkbox"/> BPO/KPO <input type="checkbox"/> Casino/Gaming Club <input type="checkbox"/> Construction <input type="checkbox"/> Finance/Insurance/Securities <input type="checkbox"/> FX Dealer/Money Changer/Remittance Agent <input type="checkbox"/> Foundation	<input type="checkbox"/> Food Services/Food Processing <input type="checkbox"/> Government Service <input type="checkbox"/> IT/Software <input type="checkbox"/> Law/Accounting/Auditing Firm <input type="checkbox"/> Manufacturing <input type="checkbox"/> Maritime/Shipping <input type="checkbox"/> Medical/Health Services	<input type="checkbox"/> Real Estate/Leasing <input type="checkbox"/> Tourism <input type="checkbox"/> Transportation <input type="checkbox"/> Wholesale/Retail Trade <input type="checkbox"/> Utilities <input type="checkbox"/> Others _____	

**CERTIFIED TRUE AND CORRECT**

Name & Signature of Authorized Signatory	Name & Signature of Authorized Signatory	Date
Name & Signature of Authorized Signatory	Name & Signature of Authorized Signatory	
Name & Signature of Authorized Signatory	Name & Signature of Authorized Signatory	

**SIGNING INSTRUCTIONS**

 Number of Signatories \_\_\_\_\_  ANY ONE PARTY  ANY TWO PARTIES  ALL PARTIES

By signing below, I/We hereby agree to the use of this Specimen Signature Card for this Account opened with First Metro Investment Corporation (FMIC). I/We hereby confirm the authenticity and veracity of the information and documents I/we provided to FMIC. I/We confirm that I/we have read and/or understood and agreed to be governed by the Terms and Conditions attached herewith or published in FMIC's website, including other materials/information disclosed to us, as well as laws and other applicable rules and regulations set forth by Bangko Sentral ng Pilipinas, the Securities and Exchange Commission or of a government instrumentality/agency, relative to the establishment and operation of investment accounts, trading of securities and related transactions.

PERSONAL INFORMATION	SPECIMEN SIGNATURES
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AUTHORIZED SIGNATORY						
1. Full Name	Last Name	First Name	Middle	Suffix		
2. Date Of Birth / Place Of Birth	MM	DD	YYYY	Place of Birth (City / Municipality)		1.
3. Nationality						
4. Present Address						
5. Job Title / Position						2.
6. Contact Details	Primary Phone No.	Mobile No.	Email Address			
7. TIN or SSS No. or GSIS No.						
8. Source of Funds/Wealth						3.
9. ID Presented and Number						
10. If U.S. Person, please state:	U.S. Address		U.S. SSN			

AUTHORIZED SIGNATORY						
1. Full Name	Last Name	First Name	Middle	Suffix		
2. Date Of Birth / Place Of Birth	MM	DD	YYYY	Place of Birth (City / Municipality)		1.
3. Nationality						
4. Present Address						
5. Job Title / Position						2.
6. Contact Details	Primary Phone No.	Mobile No.	Email Address			
7. TIN or SSS No. or GSIS No.						
8. Source of Funds/Wealth						3.
9. ID Presented and Number						
10. If U.S. Person, please state:	U.S. Address		U.S. SSN			

AUTHORIZED SIGNATORY						
1. Full Name	Last Name	First Name	Middle	Suffix		
2. Date Of Birth / Place Of Birth	MM	DD	YYYY	Place of Birth (City / Municipality)		1.
3. Nationality						
4. Present Address						
5. Job Title / Position						2.
6. Contact Details	Primary Phone No.	Mobile No.	Email Address			
7. TIN or SSS No. or GSIS No.						
8. Source of Funds/Wealth						3.
9. ID Presented and Number						
10. If U.S. Person, please state:	U.S. Address		U.S. SSN			

**FOR FIRST METRO USE ONLY**

<input type="checkbox"/> NEW ACCOUNT <input type="checkbox"/> FOR UPDATING DATE (MM/DD/YYYY) _____ Signed in the Presence and Verified by: _____ Signature over Printed Name of MBTC or FMIC Officer <i>For Operations Division</i> Checked by: _____ Signature over Printed Name of Authorized Personnel _____	Reviewed/Approved by: _____ (FMIC Officer)	Approved by Senior Officer (for High Risk only): _____ Signature over Printed Name of Authorized Personnel _____ _____ Date _____ Customer Number _____
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## DATA PRIVACY CONSENT FORM

I/We authorize First Metro Investment Corporation ("First Metro") to share my/our personal data with its subsidiaries and affiliates, and with Metrobank, as well as agents or third parties that provide services or have contractual obligations with the said Group.

I/We am/are doing this in order that:

- First Metro and all its subsidiaries and affiliates, and Metrobank can further secure me from fraud, unauthorized and illegal transactions, and anti-money laundering and terrorist financing risks;
- My/our data can be used in the settlement of disputes or claims regarding my/our account/s through prosecution or the defense of First Metro or any of its officers and staff;
- I/We can be provided with a customized experience and offered products and services of First Metro, its subsidiaries and affiliates, and Metrobank, that are relevant and suitable to me/us; and
- First Metro can better perform its obligations in accordance with the laws, rules and regulations, contracts, or orders from any courts or quasi-judicial and administrative offices.

I/We acknowledge that First Metro is committed to protecting my/our data against unauthorized processing by complying with Republic Act No. 10173 or the Data Privacy Act of 2012, Republic Act No. 1405 or the Law on Secrecy of Bank Deposits, Republic Act No. 6426 or the Foreign Currency Deposit Act and Republic Act No. 8971 or the General Banking Law of 2000, as well as rules and regulations issued by the Bangko Sentral ng Pilipinas, the National Privacy Commission and other regulatory bodies that uphold data privacy.

I/We is/are also aware that the details of the processing of my/our personal data as well as the rights available to me/us are listed in the Data Privacy Policy which can be viewed at [www.firstmetro.com.ph](http://www.firstmetro.com.ph).

If I/we want to access, update, correct my/our personal data, or withdraw my/our consent, I/we know that I/we have the following options:

- Send a letter to First Metro at the address below:  
43rd Floor, GT Tower International  
6813 Ayala Ave. cor. H.V. dela Costa St.  
Makati City, 1227; or
- Email the Data Protection Officer at [dpcu@firstmetro.com.ph](mailto:dpcu@firstmetro.com.ph)

By marking this box, I/We do not consent with the sharing of my/our personal data for purposes of future financial campaigns, products, and/or services

Customer's Signature over Printed Name

Date



Customer's Signature over Printed Name

Date



## **OPENING OF ACCOUNTS**

An investment account, hereinafter referred to as the "Account", may be opened subject to the applicant's submission of the documents acceptable to First Metro Investment Corporation (hereinafter referred to as "FMIC" or the "Company"), including the compliance with the minimum client information, per Bangko Sentral ng Pilipinas ("BSP") regulations and other relevant issuances, and after verification of applicant's identity, signature and other pertinent details and other relevant information which Company policies and the law may require.

All Accounts opened with the Company shall be covered by this Terms and Conditions and the terms and conditions indicated in the Company's signature card and investment product sheet (collectively the "Agreement"). Any reference to "Investor" shall be deemed to include co-investors and authorized representatives. Any references to a person shall include individuals, corporations, partnerships, trusts and government agencies and instrumentalities.

## **ACCEPTANCE OF PAYMENT FOR INVESTMENTS OR PLACEMENTS**

The Investor shall make available funds for investment or placement in the form of cash. The Company may accept payments in the form of personal/corporate check on a case-to-case basis. The Company has the right to refuse certain modes of payment to fund investments or placements such as provincial, foreign, stale checks, uncleared remittance or uncleared balance and other similar items. Only funds actually received, verified and counted by the Company will be credited to the Account. The Company shall not be liable for delay or losses in transit; neither the Company be liable for default, criminal acts or negligence of Investor's representative.

For investments or placements to be made through third party investment fund providers, the Company shall act only as the Investor's collecting or remitting agent assuming no responsibility beyond the exercise of due care.

The Company shall not be liable for not facilitating an investment or placement application due to the Investor's dishonored checks, drafts, notes or other instruments.

In case of extraordinary fluctuation in the value of the currency in which the Account is denominated, the provision of Article 1250 of the Civil Code shall not apply.

## **TAXES, SERVICE AND OTHER COMPANY CHARGES**

The Account is subject to taxes that may be imposed by the Philippine Government, the service and management charges and front-end and back-end fees and charges by the Company or third party investment providers. By signing this Terms and Conditions, the Investor hereby acknowledges that the Company or its duly authorized representative has fully explained to him/her/them the taxes, fees and charges for its products and services. Further, the Investor acknowledged, understood and agreed that such taxes, fees and charges may reduce what it/he/she get back from its/his/her investment. The Company reserves the right to impose new or updated service and management charges within the limits allowed by law or pertinent regulations. Other charges may be imposed for pre-termination, termination or maturity of the investment or placement.

## **AUTHORITY TO HOLD/DEBIT/ FREEZE THE ACCOUNT/S**

The Company may be authorized by a lawful order of a competent court, without notice to or prior consent of Investor, to hold/debit the Account(s) in case of erroneous transaction, fraudulent acts of whatever nature including but not limited to misrepresentation, the submission of false, forge, or misleading documents or information and similar transactions.

In case the Company receives any information or notice, which it deems sufficient and necessary, of any conflict involving the Account of the Investor and/or funds on deposit, among the Investors, authorized signatories, officers, directors, shareholders and/or other persons claiming interest, over the same, the Company may freeze/hold the Account until it is satisfied that the conflict has been resolved or is in receipt of a court order directing the Company to release/dispose the funds in favor of the Investor(s) or to any person designated by the court and the Company shall not be liable for the resulting dishonor of checks, drafts, notes or other instruments because of the hold-out and/or debit. In such a case, the Company will notify the Investor either by phone, e-mail or by mail at its/his/her designated contact information.

## **AUTHORITY TO PROCESS & SHARE INFORMATION**

For purposes of (a) cross-referencing, regulatory/lawful status enquiry, cross-selling or the offering of the various products and services of the Company and its subsidiaries, affiliates, Metrobank, and partners ("Metrobank Group"); (b) compliance with legal, statutory, regulatory or other contractual obligations of the Company; and (c) providing efficient services to the Investor, the Investor hereby knowingly, voluntarily and willfully gives its/his/her/their consent to

and authorizes the Company to process, obtain, collect, record, organize, store, update, modify, use, access and/or share/disclose within the Metrobank Group and third party service providers that the Company may engage in the conduct of its business in providing services to its clients/Investor, with corresponding duty to keep such information confidential, without prior notice to me/us, relevant account information/data/opinion pertaining to the Investor, including but not limited to personal circumstances, privileged information, sensitive personal information, account opening, account balances and any and all other information pertaining to all Account/s now existing or which may hereafter to be opened, whether or not assigned as collateral, which consent/authorization in favor of the Company and/or the Metrobank Group is sufficient and in accordance with the all bank deposit secrecy laws, including but not limited to, R.A. 1405 or the Law on Secrecy of Bank Deposits, R.A. 6426 or the Foreign Currency Deposit Act and R.A. 8791 or the General Banking Law, as well as R.A. 10173 or the Data Privacy Act of 2012 and other confidentiality laws enforced or which may hereinafter enforced. The absence of any written notice to the contrary shall be deemed by the Company as a continuing authorization and/or consent by the Investor(s) as given hereto.

The Investor likewise acknowledges and agrees that in the conduct of its business of providing services to its clients/Investor, the Company may, to the extent allowed by Bangko Sentral ng Pilipinas regulations and law, engage the services of third party service providers, including but not limited to the Company's subsidiaries, affiliates, agents, and other persons or entities which the Company may reasonably select, who may be given access to and/or provided with information in connection with or relative to the Investor and Investor's Account, with corresponding duty to keep such information confidential. As such, the Investor authorizes the Company to give access to and/or provide such information as the Company may deem necessary to such third party service providers.

The Investor releases and holds the Company, its directors, officers, staff, representative and/or agent, free and harmless from any liabilities, suits, actions, losses, and/or damages that may arise out of such processing and disclosure/sharing of Investor's information.

The Investor shall notify the Company in writing if he/she/they does/do not consent to the sharing of information provided herein.

## AMLA COMPLIANCE

In relation to Republic Act No. 9160, otherwise known as The Anti-Money Laundering Act of 2001, as amended by R.A. 9194 ("AMLA"), its implementing rules and regulations and international anti-money laundering laws and regulations, their respective amendments from time-to-time, the Investor authorizes the Company to disclose to local and/or international government entities, Company's subsidiaries and affiliates and to its local and/or foreign correspondents, information which shall include without limitation, the following personal information, i.e. birthdate, birthplace, employment, profession, business, contact numbers, address, e-mail address, and date when investment or placement was established. The foregoing includes the Investor's authority in favor of the Company, and Company's own authority, to supply any supporting transaction documents, when required by any of these entities.

The Investor releases and holds the Company, its directors, officers, staff, representative and/or agent, free and harmless from any liabilities, suits, actions, losses, and/or damages that may arise out of such disclosure.

An Investor engaged in Money Services Business (MSB) likewise authorizes the Company and/or its authorized representative/s to conduct audit/inspection/examination on the Investor, at the Investor's expense, including but not limited to the Investor's business operations, types of customers and customer profile, distribution channel, jurisdictions which the Investor is exposed to, the Investor's Anti-Money Laundering and Combating the Financing of Terrorism (AML/ CFT) program and measures, and compliance with all applicable AML/ CTF laws, rules and regulations, and to verify/check if all the information/ data and documents, representations, certifications and declarations made and/or provided by the Investor to the Company are true, correct and accurate. This authority applies as well to the audit/inspection/ examination on the Investor as may be required by any or all applicable AML/CTF laws, rules and regulations and/or by the relevant regulatory agencies/bodies/authorities. The Investor shall provide the Company with, and allow the Company to have access, to any and all information, records and documents, as may be necessary or required by the Company and/or its authorized representative in connection with the conduct of the said audit/inspection/examination.

## FATCA COMPLIANCE

In relation to Foreign Account Tax Compliance Act of the United States of

America ("FATCA"), the Investor hereby undertakes to inform the Company in writing of any change in its/his/her/their initial declaration in the Company's Customer Information Sheet (CIS) and accompanying forms, on whether or not it/he/she/they is/are a U.S. Person. Any information that will affect the accuracy of such declaration should be reported to the Company within thirty (30) calendar days from the occurrence of such change. Further, the Investor hereby acknowledges that the Company shall operate the Account on the basis of such declaration. In the event that the Company discovers that the Investor is a U.S. Person, the Company, its subsidiaries and affiliates, are hereby absolutely and unconditionally authorized to report and disclose to U.S. Internal Revenue Service the required information.

The Investor releases and holds the Company, its directors, officers, staff, representative and/or agent, free and harmless from any liabilities, suits, actions, losses, and/or damages that may arise out of such disclosure.

## AUTHORITY TO WITHHOLD, DEBIT, SELL AND/OR SET OFF

The Company is hereby authorized to withhold as security and/or for the payment for any and all obligations of the Investor pertaining to its/his/her Account/s with the Company, all monies, properties, securities of the Investor pertaining to the said Account/s, for so much thereof as will be sufficient to pay any or all obligations incurred by the Investor under the Account/s, and to debit or charge the Account/s or sell in any public or private sale any of such properties or securities of the Investor in the said Account/s, and to apply the proceeds to the payment of any or all of the Investor's obligations pertaining to the said Account/s.

## LIMITATIONS ON LIABILITY

The Company shall not be liable for any loss or damage that may be incurred by the Investor or any third party for any failure to perform its obligations where such failure is a result of Acts of God (including without limitation, fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil disturbance, rebellion, revolution, insurrection, military or usurped power, confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, technical error or system failure, presence of epidemic or pandemic, or any unforeseen event beyond the control of the Company ("Force Majeure").

Any Investor asserting Force Majeure as an excuse shall have the burden of

proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the Company was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The Company has no obligation, and shall not be liable for failure to notify the Investor of garnishment, attachment or levy of the Account.

The Investor undertakes to indemnify and hold the Company, its directors, officers, employees and agents free and harmless from any claim, damage, liability, or suit which may be incurred or suffered in connection with the implementation of the transactions done pursuant to the instruction given by the Investor relative to its/his/her/their Account.

## UPDATING OF INFORMATION, CHANGE OF ADDRESS, ETC.

It shall be the responsibility of the Investor to update all information/records relative to it/him/her and its/his/her Account with the Company and to submit documents in support thereof. The failure of the Investor to provide updated information and supporting documents shall be deemed as the Investor's confirmation that all the information, documents and records relative to the Investor and its/his/her Account which the Company has on record/file continues to be current, valid, and effective, and that the Company has the right to rely thereon, until and unless the Company receives the required update with supporting documents from the Investor which are satisfactory to the Company. The Investor releases and holds the Company, its directors, officers, staff, representative and/or agent, free and harmless from any liabilities, suits, actions, losses, and/or damages that may arise out of such reliance. The Investor's refusal to provide updated information when required by the Company shall be considered as mishandling the Account.

All particulars, data, information and documents which the Investor has provided or submitted to the Company are complete, accurate and true to its/his/her best knowledge and it he/she shall immediately notify the Company in writing of any changes thereto.

The Investor shall promptly notify the Company in writing of any change in its/his/her address/e-mail address. All correspondence relative to the Account, including demand letters, summons, subpoenas or notifications for any judicial or extra-judicial action, shall be sent to the Investor in the last known address/e-mail address indicated in the Company's

records. The mere act of sending any correspondence by mail/e-mail or by messenger to said Investor's last known address/e-mail address shall be valid and effective notice to the Investor for all legal purposes and the fact that any communication is not actually received by the Investor or returned unclaimed to the Company or that no person was found at the last known address given or the last known address/e-mail address cannot be located or identified despite diligent efforts made by the Company to locate or identify the same, shall not relieve Investor from the effects of such notice.

**CHANGE OF SPECIMEN SIGNATURE (INDIVIDUAL AND INSTITUTIONAL) AND AUTHORIZED SIGNATORIES (FOR INSTITUTIONAL)**

The Investor may from time to time update its/his/her specimen signatures with the Company; provided such update shall be made in person at office hours before any of the Company's authorized officers. The Investor's last specimen signature in the Company's record shall be the basis for any valid, binding and effective transaction of the Account

For Institutional Accounts, it shall be the responsibility of the Investor to inform the Company in writing of any changes in its authorized signatories. For avoidance of doubt, the Company has the right to rely upon the Investor's authorization/board resolution/certification for its authorized signatories indicated in the Company's records and any and all acts done and transactions made by the Investor's authorized signatories identified thereat shall be valid, binding and effective upon the Investor until and unless the Company has received the original copy of the latest resolution(s) of Investor's Board of Directors/Trustees or Secretary's Certificate stating its authorized signatories and duly authenticated samples of specimen signatures of authorized signatories or changes thereto.

**CLOSING OF ACCOUNTS**

The Investor hereby authorizes the Company to close the Account, without need of prior notice to and consent of the Investor, in case the Account is mishandled, the Investor misrepresented matters concerning its/his/her identity, nature of business and/or any other pertinent information, the Account is used for illegal activities or in any other event when the continuation of the Account is not in the best interest of the Company, or as may be required by law(s) or regulation(s).

In an event of closure or termination by reason of misrepresentation by the Investor, the Company shall issue a cashier's check for the balance of the Account. In an event of closure by reason of illegal activities, the Company shall

only release the balance of the Account from a lawful order of a competent court. The Company shall send by registered mail/e-mail to the Investor at its/his/her last known address/e-mail address indicated in the Company's records, notice of the closure/termination of the Account and stating the reason(s) thereof and the manner for the Investor to claim or obtain from the Company the balance of the Account, if any, and an instruction to return to the Company the original copy of the promissory note ("PN")/Certificate of Sale ("COS")/investment certificate in its/his/her possession.

The Investor agrees to hold the Company and its officers and employees free and harmless from any and all liabilities, claims and demands of whatever kind or nature in connection with or arising from the closure of the Account.

In such an event, the Company shall issue a cashier's check for the balance of the Account, less applicable taxes and charges. The Company shall send by registered mail/e-mail to the Investor at its/his/her last known address/e-mail address indicated in the Company's records, the notice of closure of the Account with a request for the Investor to obtain from the Company the cashier's check representing the balance of the Account, less applicable taxes and charges, if any, upon the return by the Investor to the Company the original certificate evidencing the Investment (i.e. PN/COS/investment certificate) in its/his/her possession.

However, in case of a Company-initiated closure due to, but not limited to, opening of fictitious Account, submission of falsified/fake documents, misrepresentation, etc., the Company shall be entitled to hold the release of the funds unless and until the Investor has submitted valid, legal and acceptable documents proving that it/he/she is entitled to the funds in the closed Account.

**ATTORNEY'S FEE**

In the event the Company is compelled to institute judicial or extrajudicial action or proceeding to enforce collection of the indebtedness or performance of the Investor's obligations arising hereunder, the Investor irrevocably agrees to pay the Company an additional sum equivalent to 10% of the total amount due plus the accrued interests and penalties, as attorney's fees which in no case shall be less than PESOS: TWENTY THOUSAND (PhP20, 000.00) plus cost of suit. In the event that the Company's lawyer is able to collect the indebtedness arising hereunder without filing any judicial action, the Investor undertakes to reimburse the Company for whatever expenses it may have incurred.

**VENUE**

The Investor irrevocably consents that any legal action, suit or proceeding including alternative dispute resolution arising out of or relating to its/his/her Account shall exclusively, strictly and solely be instituted, at the sole option of the Company, in any competent court in Makati City, Philippines. The foregoing, however, shall not limit or be construed to limit the right of the Company to commence legal proceedings against the Investor in any other proper venue.

**CONSENT TO THE TERMS AND CONDITIONS, AMENDMENTS AND OTHER RULES**

The Company reserves the right to change, amend, modify or supplement any of the terms and conditions herein provided. By opening or establishing the Account, the Investor accepts and agrees to be bound by the Terms and Conditions, Company policies, rules and regulations and the law governing it, including any change, amendment, modification or supplement thereto, and to pay any applicable fees and charges associated with the Account.

In case of conflict between the provisions of the Terms and Conditions and the terms and conditions specifically applicable to any particular investment or placement of Account product, the latter shall prevail.

In all cases not specifically provided for in the foregoing or otherwise by written agreement between the Company and the Investor, the usual customs and procedures practiced by companies in the same industry in the Philippines shall govern all transactions between the Company and the Investor with regard to the Account. The Account is also subject to such regulations as may be imposed by the BSP, the Securities and Exchange Commission ("SEC") and any other government agency or instrumentality or regulatory body or office relative to the establishment and operation of the investment or placement with an investment house established under P.D. 129 or otherwise known as Investment House Law.

The Investor also agrees to hold the Company, its directors, employees and agents free and harmless from any claim or suit, and to indemnify the Company, its directors, employees and agents for any expense, damage, or liability that it or they may incur or suffer in connection with the Company's implementation of the instructions given by the Investor and all the transactions done by it/him/her relative to its/his/her Account.

**JOINT ACCOUNT ("AND" ACCOUNT)**

The Company requires the signature of all the Joint Investors in the investment,

placement, roll-over, pre-termination, termination or other transactions of the Account (“Transactions”).

Notwithstanding the foregoing, all the Joint Investors may agree in writing to authorize two (2) or more of them or any other specific group/combination among the Joint Investors, to sign on behalf of all the Joint Investors relative to the transactions, through the submission of requirements which the Company may impose in connection therewith. In this regard, this written agreement/instruction of the Joint Investors relative to the authorized signatories to their Account(s) may be revoked only by notice in writing signed by all of the Joint Investors, delivered to and actually received in order by the Company. In any case, closure of the Account shall be allowed only upon written consent of all the Joint Investors.

Should any or all of the Investors die during the effectivity of the Account, the Company shall be promptly notified thereof in writing and the outstanding balance of the Account at the time of such death shall be disposed of in accordance with the law on co-ownership and succession and subject to the requirements imposed by the Company and other applicable laws and regulations relative to such disposition. Unless a different sharing agreement among the Investors exists, each of the Investors is presumed under the law on co-ownership to own an equal share of the amount credited to the Account; and, in case of the death of any of the Investors, the deceased Investor shall be replaced by his/her heirs and successors-in-interest.

The Company may, at any time in its discretion and with due notice to all of the Investors, assert a lien on any balance of the Account/s and apply all or any part thereof against any indebtedness, matured or unmatured, that may then be owing to the Company by any or all of the Investors. It is understood that if said indebtedness is only owing from any of the Investors, then this provision constitutes the consent by all the Investors to have the Account answer for the said indebtedness.

### **JOINT AND SEVERAL (SOLIDARY) ACCOUNT (“OR” ACCOUNT)**

The Company requires the signature of any one of the Investors as joint and several creditors in any or all transactions, including without limitation the investment, placement, roll-over, closure, pre-termination, termination or withdrawal transaction of the Account. No instruction for change in account ownership of the Joint “OR” Account or reclassification of the Joint “OR” Account to Joint “AND” Account shall be effected unless in writing and signed by all of the Investors. All other transactions/instructions/requests on the Joint “OR” Account may be done/made by

any one of the Investors Provided, further, that both/all Investors are living at the time of the transaction/instruction/request.

In case of simultaneous death of all of the Investors, the investment or placement held by the company shall be governed by the rules on co-ownership unless with prior agreement by the Investors and shall be withdrawn by the joint signatures of the executors, administrators or legal representatives of the estate of the Investors, and after compliance with such requirements as the Company may require. Further, the surviving Investor undertakes to pay all liabilities that may arise from the settlement of the estate of the deceased Investor.

The Company reserves the right to require additional documents including without limitation the official or unofficial notice of death of the co-investor and Investor’s undertaking to pay taxes for the Account as a result of the death of an Investor, to be submitted by the Investors or their executors, administrators, legal representatives of their estates, prior to any transaction/ roll-over/ closure/ termination/ withdrawal of the Account.

### **NOTICES**

Since the Investor has direct control over its/his/her Account, it/he/she has the duty to know and be aware of each and every transaction made or service rendered thereon. In connection therewith, the Investor has the obligation to regularly check its/his/her Account with the Company, to ensure that it/he/she receives and/or secures transaction records issued or to be issued by the Company relative to its/his/her Account, to review the said transaction records, and to inform the Company in writing of the exceptions/protest thereto within the period provided therefor.

Unless otherwise instructed by the Investor in writing, the Company may send any or all notices to the Investor at its/his/her last known or given address/e-mail address as indicated in the Company’s records via registered mail with return card/e-mail.

Should the Investor fail to receive any or all notices from the Company, the Investor may go to the Company or any of its offices and secure a copy of the notices regarding the Account for the Investor to be able to reconcile its/his/her transactions thereon and immediately notify the Company in writing of any protest/exception thereto within the period provided therefor.

On the other hand, if the Investor made prior instructions that any and all notices pertaining to its/his/her Account shall be for pick-up by the Investor or its/his/her duly authorized representative at the Company and such notice/s is/are not picked-up after 90 days from the notice

date, the Company shall send the same, together with all other notices of Account issued by the Company, as well as all notices of Account to be issued thereafter, to the Investor’s last known address/e-mail address as indicated in the Company’s records via registered mail with return card/e-mail. In any event, the Investor must promptly notify the Company in writing of any exception/protest to the account within 30 days from date of the notice. Otherwise, the Investor shall be deemed to have accepted the correctness of the details indicated in the notice. Further, in cases where the notices pertaining to the Account are sent to the Investor via registered mail/e-mail to its/his/her last known address/e-mail address as indicated in the Company’s records, the Company shall not be liable if the said notices are lost in transit/returned e-mail or received by any third persons.

The Investor holds the Company free and harmless from any and all cost, expenses, liabilities, suit, actions, claims, damages and/or losses that it/he/she may incur or have incurred, as well as from any and all liabilities that may arise as a result of the Investor’s negligence and/or failure to secure and review its/his/her Account and/or transaction records and to inform the Company of the exception/protest thereto or to any transaction or service made or rendered under its/his/her Account within the period provided therefor.

### **TERMINATION**

The Company may terminate the Account without any activity and with zero balance for three years from the date of last transaction, garnished, escheated, or closed for reasons provided hereto or whatever reason, without the need of prior notice to the Investor.

### **CONSENT TO THE TERMS AND CONDITIONS**

The Investor hereby accepts and agrees to be bound by the Terms and Conditions and other terms and conditions and policies, rules and regulations of the Company governing the Account, investment and placement products of the Company, including any amendment/supplement thereto, its nature, functionalities and operating features and to pay any applicable fees and taxes associated thereto. Further, the Investor understands and agrees that any subsequent investment or placement shall be covered by this Terms and Conditions and other related terms and conditions and Company policies, rules and regulations.

The Investor likewise agrees to be bound by any and all laws, rules, regulations and official issuances applicable to the Account now existing or which may hereinafter be issued, as well as such

other terms and conditions governing the investment or placement which the Company may make available to the Investor in connection with the Account.

## **INDEMNIFICATION**

The Investor hereby releases and holds the Company, the Metrobank Group, its directors, officers and staff, free and harmless from any liabilities, suits, actions, losses, penalties and/or damages that may arise out of the Investor's transactions, including but not limited to, request for release of funds in "OR" and/or "AND" Account and consent and authority to disclosure as mentioned in the Terms and Conditions, including under FATCA, AMLA and other laws and regulations requiring processing/sharing/disclosure of information and its authority to process/share/disclose information related to the Investor and its/his/her/their Account/s and information sent to the Company through e-mail and/or by electronic means and undertakes to indemnify the Company, the Metrobank Group, its officers, directors, employees, agents, representatives, assigns, successors-in-interest, for any and all liabilities, suits, actions, claims, losses, costs, penalties, damages and expenses whatsoever that the latter may incur in prosecuting and/or defending against any and all liabilities, demands, claims, actions, suit, losses or damages whatsoever that may be instituted arising from or connected from the Investor's request for release of funds in "OR" and/or "AND" Account, disclosure of information and its/his/her Transactions.

## **SMS, E-MAIL AND ELECTRONIC DATA AND DOCUMENTS**

The Investor hereby agrees and confirms, that the Company may send or communicate with him/her/through via text message ("Short Message Service" or "SMS") through its/his./her SMS-enabled mobile number or electronic mail ("e-mail") through its/his/her e-mail address or other electronic alerts, specific prompts, reminders, transactional confirmation and/or notices from time-to-time concerning matters related to its/his/her Account by the use of any mobile number and/or e-mail address indicated in the Company's Customer Information Sheet (CIS) and in all the other forms of the Company. By providing the Company with its/his/her mobile number and/or e-mail address, the Investor hereby agrees to have all its/his/her Accounts covered by these electronic communication facilities. The Investor hereby acknowledges and accepts that each SMS/e-mail sent to it/him/her without being encrypted and may include its/his/her name, personal information, if applicable, and information pertaining to its/his/her Account. Likewise, the Investor fully understand that in communicating to him/her/through through SMS/e-mail, the Company will, in no

case, ask from him/her/through any information about its/his/her Account. It is the Investor's responsibility to ensure security of its/his/her mobile phone as well as its/his/her personal e-mail address and hereby holds the Company and its subsidiaries and affiliates, as well as its directors, officers and employees free and harmless against any liabilities, losses, claims, damages, penalties, choses of actions and costs of any kind, including but not limited to those relating to laws and rules and regulations, if any, should the SMS or e-mail be accessed by a person other than the Investor. The absence of a written notice to the contrary shall be deemed by the Company as a continuing consent to receive communications or notifications from the Company through said electronic communication facilities.

The Investor hereby confirms that by indicating its/his/her mobile number and/or e-mail address in the Company's CIS and other forms of the Company, any and all electronic communication sent by the Investor through its/his/her mobile number and/or e-mail address is/are transmitted with the Investor's authenticated digital signature or Electronic Signature, as defined under R.A. 8792 or otherwise known as the Electronic Commerce Act of 2000 and Supreme Court's Rules on Electronic Evidence. Any change by the Investor of its/his/her mobile number or e-mail address shall be considered as an update.

## **CUSTOMER COMPLAINTS**

The Investor shall communicate with the Company regarding any concern/suggestion/complaint on the Account through the use of the following points of contact:

Customer Hotline: (02) 8511- 0795 or (0998) 846-8699

E-mail: [customercare@firstmetro.com.ph](mailto:customercare@firstmetro.com.ph)

The Company shall then conduct an investigation in accordance with its established policies procedures and shall notify the Investor of its findings. The findings of the Company shall be final and conclusive.

## **LIABILITY ON PHISHING, SPOOFING AND PHARMING**

The Investor understands that its/his/her Account may be compromised through phishing/spoofing/pharming that will enable unauthorized person(s) to withdraw money/transfer fund from its/his/her Account. The Investor acknowledges its/his/her indispensable role in protecting itself/himself/herself from becoming a victim of phishing/spoofing/pharming. In view thereof, the Investor undertakes not to disclose to anyone its/his/her Account

through any but not limited to the following means:

a) Response to an e-mail requesting its/his/her to divulge Account or personal information via a spoof or fake Company website.

b) Use of e-mail or internet facility that has an electronic virus/malware infection which directs the user to a fraudulent website despite typing in a correct and legitimate website address and through which Account or personal information has been provided.

The Investor agrees that it/he/she should be held wholly and solely liable for any and all withdrawals from its/his/her Account using its/his/her Account information through phishing/spoofing/pharming (or similar cyber-crimes). The Investor further agrees to indemnify and hold free and harmless the Company, its subsidiaries and affiliates, as well as any of its officers, directors and employees against any and all losses, claims, damages, penalties, liabilities related to this.

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