

BA Securities, Inc.

Trading Participant: Philippine Stock Exchange
Address: Room 401-403 CLMC Bldg.
259-269 EDSA Mandaluyong City

**CUSTOMER ACCOUNT
INFORMATION FORM**

Account Type: ☐ Cash ☐ Discretionary
Client Type: ☐ Individual ☐ Corporation

ACCOUNT NAME: _____**Account Code:** _____

Residence Address _____

Business Address _____

BusinessTel No.	Home Tel. No.	Fax Number	E-Mail Address	Mobile No.
Date of Birth	Place of Birth	Sex () Female () Male	Civil Status	Name of spouse
Nationality	SSS/GSIS No.	TIN	SEC Registration No.	Nature of Work/Business
A.C.R. No. (if applicable)		Name of Attorney-in-Fact (if applicable)		
Employer		Occupation	Is Employer a broker/dealer? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Officer, Director of an Exchange-listed company?		<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, identify the company	
Officer, Director of Shareholder of broker / dealer?		<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, identify the broker/dealer & describe relationship	
Sources of Funds Employment <input type="checkbox"/> Business <input type="checkbox"/> Savings <input type="checkbox"/> Inheritance <input type="checkbox"/> Donation <input type="checkbox"/>	Investment Objective Growth <input type="checkbox"/> Speculation <input type="checkbox"/> Long term <input type="checkbox"/> Preserve Capital <input type="checkbox"/>	Annual Income < P1M <input type="checkbox"/> P1M < P5M <input type="checkbox"/> P5M up <input type="checkbox"/>	Assets < P1M <input type="checkbox"/> P1M < P5M <input type="checkbox"/> P5M up <input type="checkbox"/>	Net Worth < P1M <input type="checkbox"/> P1M < P5M <input type="checkbox"/> P5M up <input type="checkbox"/>
Customer's Bank		Mode of Confirmation Delivery		How long known by BA rep?
Preferred Mailing Address <input type="checkbox"/> Residence <input type="checkbox"/> Office/Business <input type="checkbox"/>		<input type="checkbox"/> Fax <input type="checkbox"/> Courier <input type="checkbox"/> E-Mail <input type="checkbox"/> Pick up		Customer referred by:

Names of personnel authorized to transact business for and on behalf of the company:

Name	Position	Signature
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

☐ any one signature ☐ any two ☐ jointly or by group as described

FOR DISCRETIONARY ACCOUNT

This is to signify confirmation to a Discretionary Account Arrangement

Name and signature of Client _____

Name and signature of authorized person to handle the
Discretionary Account _____

Date Discretion is granted _____

Registration, Settlement and Other Instructions:

**Purchased shares of stocks are to be registered in the name of _____
or otherwise**

- ☐ kept with BA Securities, Inc. under its Nominee Account with the PDTC
☐ delivered to Client's account with PDTC _____
☐ delivered to custodian bank's account with PDTC _____
☐ other instructions (may use another sheet)

Sales proceeds and other cash payments are to be delivered to

- ☐ Residence ☐ Office/Business
☐ Bank Account No. _____
☐ Other instructions as requested

Requirements:

For Individual Accounts:

- ☐ Two valid IDs with photo and signature
issued by government entities i.e . .
SSS/GSIS/TIN/Driver's License/Passport

For Corporate Accounts

- ☐ Articles of Incorporation and By-Laws
Duly signed "**certified true copy**" by the authorized signatory of the Corporation
☐ Notarized Board Resolution/Secretary's Certificate authorizing the Corporation to
purchase and sell shares of stocks with BA Securities, Inc. and the
designated signatories
☐ Specimen Signature Card of each signatory
☐ Photocopy of two (2) valid IDs of the authorized signatory
☐ Latest annual report /Audited Financial Statements

FOR BA SECURITIES, INC. USE ONLY

Commission Rate _____
Minimum Commission _____
Initial Deposit _____

Introduced/Referred by:	Agent's Name & Signature/Agent Code:
Reviewed by: Associated Person	Approved by: Authorized Signatory

Date Opened: _____

REMARKS

CLIENT AGREEMENT Terms and Conditions

In consideration of **BA SECURITIES, INC.** (the "**Broker**") agreeing to act as a broker for the undersigned, I/We (the "**CLIENT**") hereby confirm my/our consent and agree that:

1. The signature(s) appearing on this form is/are true and the official signature(s) of the above-named account and may be used for verification of the said signature(s) at all times and for all purposes.
2. The Client hereby represents and warrants as follows: (i) he/she is of legal age, has full capacity and is not otherwise disqualified from executing this agreement and complying with the terms and conditions thereof. If Client is a corporate applicant, the Client further represents and warrants that (ii) it is a corporation duly organized, validly existing and in good standing under the laws of the Philippines and under the laws of its origin (iii) the signatories and the signature(s) appearing on this form are duly authorized signatories of the corporation, and (iv) in case of foreign corporation, the execution, delivery, performance and observance of this agreement by the foreign corporation and by the Broker will not violate the laws of their jurisdiction and the laws of their jurisdiction allow them to enter into and perform this agreement.
3. Orders for the purchase or sale of securities may be made by the Client in writing or verbally, through the telephone or through an authorized representative. The Broker is hereby authorized to rely upon and act in accordance with any and all such orders and the Client hereby agrees that the Broker shall not be liable for any loss or damages suffered by the Client if the Broker acts upon such orders in good faith. Any action taken by the Broker pursuant thereto shall be binding upon the Client, when the confirmation notice of such order is issued and sent by the Broker in accordance with Section 18 hereof.
4. The Broker may in its absolute discretion decline to accept a trade from a Client. The Broker shall deal on an agency basis for the Client and shall exert its best efforts in complying with the orders and instructions of the Client but without any warranties that said orders and instructions will be fully carried out. The Broker will only effect the Client's instruction to the extent allowed by all applicable laws. This applies equally to any customers of the Client and the Client is responsible for ensuring its customers comply with all applicable laws.
5. The Broker may aggregate the Client's order with its own orders or with those of persons connected with the Broker or with those of other customers. Such aggregates may on some occasions operate to the Clients advantage and on other occasions to the Clients disadvantage. Furthermore, the Broker may for the purpose of carrying out any instructions given by the client, contract with, deal with or through any broker for the execution and clearance of any transaction.
6. In case of a BUY order, the Client shall, within three (3) days from date of purchase by the Broker, pay the cost of securities bought or ordered by the Broker on behalf of the Client. Securities purchased shall be credited to the account of the Client only upon full payment of the account and in any event, within three (3) days from date of purchase. In case of a SELL order, the Client should have the securities subject of the sell order in custody with the Broker in scripless form, lodged in the Broker's account with the Philippine Central Depository within three (3) days from the date of sale. The delivery of stock certificate in physical form will not constitute valid delivery for purpose of settlement of the sell order. Clients who have the intention of selling stocks in certificate form should have them cleared by the relevant Clearing House for the securities through the Broker ten (10) days prior to selling.
7. In case the Client fails to deliver payment or securities to the Broker, the Broker **upon prior notice and demand**: (i) sell the securities at a **reasonable** price, and credit the Client's account with the proceeds thereof, or, (ii) buy the securities at a **reasonable** price and charge the Client's account for the cost thereof.
8. The Client shall pay the Broker a commission (calculated at such rate as the Broker may determine and agreed upon by the Client) in respect to each purchase and sale of securities effected by the Broker on behalf of the Client; (Refer to Annex A)
9. The client further agrees to reimburse to the Broker all **necessary** expenses (charges, levies, costs, taxes and other expenses) arising out of or in connection with any purchase or sale of securities effected by the Broker on behalf of the Client; (Refer to Annex A)

10. Any outstanding balance due by the Client to the Broker shall be charged interest to be determined by the best prevailing lending rate of prestigious bank in the Philippines. However, the Client shall not be entitled to receive any interest on any cash held by the Broker on behalf of the Client.
11. All payments to the Broker shall be made in freely transferable, cleared and available fund in such currency and to such account(s) as the Broker may specify and shall be made without set off or counter claim and free and clear of and without deduction for all present and future taxes, levies, imposts, stamp duties, deductions, or other withholdings.
12. Any and all securities or contracts relating thereto, now or hereafter held or carried by the Broker in any of the Client's account(s) (either individually or jointly with others) are to be held by the Broker as security or collateral for the payment of any liability to the Broker in any of said account(s), with the right on the part of the Broker to transfer monies or securities from any one account(s) to another when such transfer may be necessary; and all such securities may from time to time, upon prior notice, be pledged by the Broker either separately or in common with other securities for any amount due upon the Client's account(s), without the Broker retaining in its possession or control for delivery a like amount of similar securities.
13. Until receipt of contrary notice in writing from the Client, the Broker is specifically authorized to lend, either separately or with other securities, to either itself as brokers or to others, any securities held by the Broker on margin for the account(s) of the Clients or as collateral thereof. For street certificates held by the Broker, the Broker is also authorized to sign proxies, subscription agreements, or avail of any stock rights for the Clients benefit.
14. If the Broker, in the event of death, of either party to the common account, and in reliance upon this instrument, deal with or in any manner pay, deliver to, credit or trust either party to such common account, any and all deeds and things done or suffered by or for either party to such account or in their names and on their behalf shall, as the Broker, be binding upon the parties to such common account, their representative(s) assign(s), heirs and successors-in-interests.
15. The Broker shall have the right, whenever necessary for its protection or in the event that: (i) a petition for bankruptcy, or for appointment of a receiver is file by or against the Client, or (ii) and attachment is levied against the Client's account(s) with the Broker, or (iii) the Client fails to comply with the provision of Section 6 hereof, and in all cases, regardless whether, the account is carried individually or jointly with others; (x) to buy any or all securities and commodities which may be short in such account(s), as well as (y) to transfer money or securities from any one of the account(s) to another and to close any or all outstanding contracts, upon prior notice or demand for margin, additional security or collateral, or notice of sale or purchase, or any other notice or advertisement. Any such sales or purchases may be made at the discretion of the Broker, in good faith, or any exchange or other market where such business is then actually transacted, or at public auction or private sale all upon prior notice and demand; and in case of sale at public auction or on an exchange, the Broker may be purchasers for its own account. Notwithstanding the foregoing, the Client shall be liable for any deficiency remaining in any such account(s) in the event of the liquidation thereof in whole or in part by the Broker or by the Client. For purposes of selling, buying or performing other acts pursuant to the above paragraph, the Client hereby appoints the Broker, its successors or assigns, as its attorney-in-fact with power to sell, buy or act, for any of the account(s) of the Client (whether carried individually or jointly with others), to agree upon the price of said securities, execute bills of sale, receipt, assignments of all the Clients rights, title and interest to the purchaser(s) thereof. The Broker is also authorized to deliver or accept delivery of the corresponding stock certificates and/or portions of the securities held under any of the account(s) of the Client (whether carried individually or jointly with others) and herein pledged, to be transferred to the name of the Broker or its nominee. All acts and things which the Broker may do or cause to be done in accordance with the power herein conferred upon the Broker are hereby deemed ratified by the Client.
16. It is agreed that this agreement and any controversy arising hereunder shall be subject to the provision of the Philippine Constitution and rules and regulations of the Securities and Exchange Commission, the Philippine Stock Exchange, The Philippine Central Depository, the Securities Clearing Corporation of the Philippines and customs, usages and practices of the foregoing it being understood that the said provision, customs, usages and practices shall for all intents and purposes be deemed integral parts of this agreement.

17. The Client acknowledges that the applicable laws may require the disclosure of information relating to the Client and/or the accounts to a regulatory authority (any body that has legal authority in the Philippines to regulate the conduct of the Client, Broker or any Exchange, Clearing House). **Pursuant to Part C Section 1 of the DDS Rules**, the Client hereby authorizes the Broker whether during the continuance or after the termination of the Agreement, to disclose to any regulatory authority all such information and to provide such authorities with all such documents (or copies) in the Broker's possession as may be legally requested by the regulatory authority, including without limitation the name of the Client and where known by the Broker the identity of the ultimate beneficiary for which transactions are effected by the Client, and the financial position of the Client for the time being as may be known to the Broker. The Client shall not hold the Broker liable for any consequences arising out of such disclosure. **Provided that before the confidential information is disclosed, Broker shall notify client and keep the client informed of such request for disclosure. Broker shall undertake to disclose only such confidential information that it is legally required to disclose.**
18. All communications sent to the Client's indicated address shall be conclusive and binding on the Client, in the absence of any written objection received by the Broker, within five (5) business days after service of a statement and twenty four (24) hours after service of a confirmation.
19. The price of securities can and does fluctuate, and any individual security may experience upward or downward movement, and may even become valueless. There is an inherent risk that losses may be incurred rather than profits made as a result of buying and selling securities.
20. If any one or more term, stipulation or provision in this Agreement or any other document hereinafter executed in connection herewith shall be deemed illegal, invalid or unenforceable in any respect, the remaining provisions shall not in any way be effected and shall remain fully effective.
21. This Agreement shall take effect immediately, and shall continue to be in full force and effect until a written notice of revocation is received by the other party. In case of such revocation, the terms hereof shall continue to be valid and binding as to transactions entered into prior to revocation. This Agreement shall inure in favor of the Broker's successors and assigns and shall continue until a signed notice of revocation is received.
22. References to the Securities and Exchange Commission, the Philippine Stock Exchange, Philippine Central Depository and Securities Clearing Corporation of the Philippines shall be deemed to refer also to their successors-in-interests and assigns.
23. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and any dispute arising hereunder shall be litigated in the proper courts of Metro Manila and the Client hereby waives any other applicable.

I shall be deemed to have read, understood and agreed to be bound by these Terms and Conditions.

CONFORME:

Customer Signature over Printed Name

Date

Annex: A
Fees and Charges

I. Purchase:

A. Commission

1. For online trading: 0.25% of the gross value
2. For broker assisted orders: 0.75% of the gross value per trade
3. Prevailing VAT Rate (12%) of the commission

B. SCCP Charges – 0.01% of the gross trade value.

C. PSE/SEC/SIPF Fees - 0.011% of the gross trade value.

II. Sale:

A. Commission

1. For online trading: 0.25% of the gross value.
2. For broker assisted orders: 0.75% of the gross value per trade.
3. Prevailing VAT Rate (12%) of the commission

B. Transaction Tax - 0.6% of the gross trade value.

C. SCCP Charges - 0.01% of the gross trade value.

D. PSE/SEC/SIPF Fees -0.011% of the gross trade value.

III. Others:

A. Upliftment (Certificate Request) Fee: Php300.00

B. Lodgment (Certificate Deposit) Fee:

1. If transfer office is a bank, Php 100.00 per issue plus Php 20.00 per certificate.

2. If transfer office is a non-bank, Php 112.00 per issue plus Php 22.40 per certificate.

C. Transfer (Broker to broker) Fee:

1. Php 75.00 per company/stock.

D. PDTC Maintenance fee:

0.0001 X market value of holdings/360 days for daily computation or Php10.00 p.a. for every Php100,000.00 market value of holdings.

IV. Online Trading Access Service and Market Data:

A. Maintenance fee per login per month: Php155.00 (VAT exclusive)