

Middle Name

Office Tel. No.

# DA MARKET SECURITIES, INC.

Unit 1105, PSE Tower, 5<sup>th</sup> Ave. Cor. 28<sup>th</sup> St. Bonifacio Global City, Taguig City, Philippines,1634 Tel. (+632) 8887-6407 / (+632) 8887-5457 Email address: damarketsecurities@gmail.com Telefax (+632) 8834-7765

# 

Nationality		
Date of Birth		
Place of Birth		
Gender	☐ Male ☐ Female	☐ Male ☐ Female
Telephone/ Mobile No.		
Fax No.		
Email address		
Residential Address		
(No. & Street, Building,		
Town/District,		
City/Province,Postal/Zip Code,		
Country)		
Civil Status	☐ Single ☐ Married	☐ Single ☐ Married
Civii Status	☐ Separated ☐ Widowed	☐ Separated ☐ Widowed
Name of Spouse (if applicable)		
OTHER INFORMATION	PRIMARY ACCOUNT HOLDER	SECONDARY ACCOUNT HOLDER
Tax Identification No.		
SSS OR GSIS No.		
	☐ Employed ☐ Self-employed	☐ Employed ☐ Self-employed
Employment Status	☐ Retired ☐ Unemployed	☐ Retired ☐ Unemployed
	U Others	U Others
Occupation/Position Title		
Name of Employer/		
Business		
Office Address		

DISCLOSURES	PRIMARY ACCOUNT HOLDER	SECONDARY ACCOUNT HOLDER
Are you an officer or director of a PSE listed Company?	☐ Yes ☐ No If yes, indicate Name of Company and Position	☐ Yes ☐ No If yes, indicate Name of Company and Position
Are you an employee or officer of a Broker/Dealer?	☐ Yes ☐ No If yes, indicate Name of Company and Position	☐ Yes ☐ No If yes, indicate Name of Company and Position
Other Brokers you have an account?	1. 2. 3.	1. 2. 3.

FINANCIAL & INVESTMENT	PRIMARY ACCOUNT HOLDER		SECONDARY ACCOUNT HOLDER	
PROFILE				
Assets	☐ < 500,000 ☐ < 1 million☐ < 5 million☐ < 10 million☐ over 10 million		☐ < 500,000 ☐ < 1 million ☐ < 5 million ☐ < 10 million ☐ over 10 million	
Net Worth	☐ < 500,000 ☐ < 1 n ☐ < 5 million ☐ < 10 ☐ over 10 million		☐ < 500,000 ☐ < 1 million ☐ < 5 million ☐ < 10 million ☐ over 10 million	
Annual Income	☐ < 500,000 ☐ < 1 n ☐ < 5 million ☐ < 10 ☐ over 10 million		☐ < 500,000 ☐ < 1 million ☐ < 5 million ☐ < 10 million ☐ over 10 million	
Sources of Income	☐ Salaries ☐ Busir☐ Investments ☐ Retir☐ Others	ement	☐ Salaries ☐ Business ☐ Investments ☐ Retirement ☐ Others	
Investment Experience	☐ None ☐ Limite ☐ Good ☐ Exter		☐ None ☐ Limited ☐ Good ☐ Extensive	
Investment Objectives List in order of priority. (1-4)	Growth Long term Capital pre Speculation		Growth Long term investment Capital preservation Speculation	
	RC Rule 52.1-8. Hence, all	granted DA Ma confirmation inv	ATIONS  rket Securities, Inc. (DMSI) exemptive relief oices, statement of accounts and all other	
	CUSTOMED BANK	ACCOUNT DE	TAII S	
Bank Account Name Bank Account Number				
Bank Name	Bank Address			
	ount and the relevant rules a		I/We agree to abide by the company's terms overning the respective services linked to my/	
PRIMARY ACCOL		SEC	ONDARY ACCOUNT HOLDER	
Full Name:		Full Name:		
Signature: Signature:				
Date Signed:		Date Signed:		
HOW DID YOU LEARN ABOUT iTRADE? (Choose all that apply)				
☐ iTRADE Website ☐ Social Media ☐ Google Search ☐ Seminar / Event ☐ Others				
APPLICATION REQUIREMENTS				
BASIC REQUIREMENTS:     1. Minimum cash/check deposit to DA Market Securities, Inc. for Php 100,000.00.     2. Photocopy of one (1) identity document (ID) issued by the Philippine Government (e.g. passport, driver's license, SSS/GSIS ID, Professional Regulation Commission (PRC) ID, and Comelec Voter's ID. (Please present original for verification) for each account; or two (2) secondary IDs (e.g. School ID with picture, Credit Card with Picture) for each account.     3. Two (2) copies of Specimen Signature Cards; and     4. Securities Trading Agreement duly signed.      B. ADDITIONAL REQUIREMENTS FOR THE FOLLOWING:     1. Resident foreigners, include a photocopy of:     a. Alien certificate of registration (ACR) issued by the Bureau of Immigration; or     b. A Certification to engage in business or working permit issued by the Department of Labor & Employment (DOLE)     2. Non-Resident Foreigners – include the following:     a. Proof of Income Certified by Employer; and     b. Identity Documents authenticated by Philippine Embassy or Consulate.				
Salesman/Referred by: Pr	FOR DA MARKET SECU ocessed by:	RITIES, INC. USE ONLY. Date Opened:	Approved by:	
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## ONLINE SECURITIES TRADING AGREEMENT

This formalizes and confirms my/our application to open an Online Securities Trading account ("OSTA") with DA Market Securities Inc. ("DMSI") in order to buy and/or sell securities in the Philippine Stock Exchange ("PSE") via the internet and the electronic facility services of DMSI subject to the prevailing rules of the PSE, the regulations of the Securities and Exchange Commission ("SEC") and other government agencies, and I/ we hereby agree to be bound by the following terms and conditions:

#### 1. ONLINE BROKERAGE SERVICE

DMSI, a SEC licensed broker in securities providing customers with online brokerage services, shall act as my/our broker for the purchase and/or sale of securities listed in the PSE.

#### 2. DMSI AS ATTORNEY-IN-FACT

For the purpose of selling, buying, or performing other acts stated herein, I/We hereby irrevocably appoint and constitute DMSI, its officers, employees, or successors-in-interest and/or assigns, as my/our true and lawful attorney-in-fact with the full power and authority to execute my/our buy or sell orders, lend or borrow securities, execute bills of sale, receipts, assignments of all my/our rights, title and interests to the purchase/s thereof, and to deliver or accept delivery of the corresponding stock certificates, and to do all other acts which DMSI may do or cause to be done in accordance with the powers herein conferred, all of which are hereby deemed ratified by me/us in all respects for this purpose. DMSI shall be entitled to rely on any instruments, notices and communications which DMSI believes to have originated from me/us and I/ we shall be bound thereby.

## 3. ONLINE SECURITIES TRADING ACCOUNT (OSTA)

3.1 I/We shall open and maintain an online securities trading account ('OSTA') with DMSI which will enable me/us to personally execute my/our buying and selling of securities listed in the PSE subject to the terms and conditions and limitations provided in this Agreement. I/We agree to place a minimum deposit of ₱100,000.00

#### 4. TRADING FEES AND OTHER CHARGES

In consideration of the foregoing, I/ We hereby agree to pay DMSI the following:

	ITRADE PRO	BROKER-ASSISTED
*Commission	0.25% of Gross Value Traded or ₱20 whichever is higher	0.50% of Gross Value Traded or ₱200.00 whichever is higher
PSE Transaction Fee	0.005% of Gross Value Traded	0.005% of Gross Value Traded
SCCP Fee	0.01% of Gross Value Traded	0.01% of Gross Value Traded
VAT on Commission	12% of Commission Value	12% of Commission Value
Sales Tax (for selling transactions only)	0.6% of Gross Value Traded	0.6% of Gross Value Traded

\*Commission at the rate of ¼ of 1% (0.25%) of the amount purchased or sold via internet. For buy or sell orders executed through a broker over the phone, the commission rate shall be 1/2 of 1%.(0.050%) In no case, however, shall the commission be less than the amount of ₱20.00 for iTRADE Pro or ₱200.00 for Broker Assisted per executed order. I/we acknowledge that the commission rate is set solely by DMSI and I/ We agree that DMSI may change the commission structure at any reasonable notice given.

	iTRADE Pro	Broker-Assisted
Minimum Value trade for the month	PHP200,000.00	PHP100,000.00
Fee for no trade for the month	PHP500.00	PHP200.00
Fee for less the minimum value trade for the month	P500.00 less the Value Traded x 0.25%	P200.00 less the Value Traded x 0.50%

These fees are applied to custody and system maintenance costs incurred. Management reserves to transfer an online account into a broker-assisted account with a minimum commission fee of PHP 200.00 per transaction and a monthly maintenance fee of P200.00.

#### Other Fees:

- 1. Upliftment Fee (Request for Stock Certificate): Transfer Office Bank ₱150.00 per certificate. Transfer Office Non-bank ₱168.00 per certificate.
- 2. Lodgment Fee (Depositing a Stock Certificate): Transfer Office Bank ₱100.00 + ₱20.00 per certificate. Transfer Office Non-bank ₱112 + ₱22.40 per certificate.
- 3. EQ Trade Fee (Stock transfer from broker to broker) ₱75.00 per stock

## 5. PAYMENTS AND WITHDRAWALS

- 5.1 All payments to my/our OSTA shall be made by cash, checks, bank drafts or telegraphic transfers, which shall either be delivered to DMSI office or deposited and credited to a designated bank account of DMSI as the case maybe. My/Our OSTA shall not be credited with any deposited funds until DMSI receives cleared funds in the amount stated in the deposit form, less bank charges, if any.
- 5.2 Any request for cash or securities withdrawals from my/our OSTA shall be delivered personally or sent to DMSI office by messenger or by telefax or electronic mail. A request sent by telefax or electronic mail to deposit any cash credit on my/our OSTA with a particular bank of my/our choice indicating therein the name of the bank and the account number shall be subject to DMSI's approval, provided, that I/We shall assume all the risk or loss that may result thereto. Any unused cash balance longer than 3 business days in my/our portfolio can be withdrawn at any time and proceeds from sales of securities are eligible to be withdrawn 3 business days (T+3) after the day of sale, with one-day notice for the check preparation. Cut-off time for withdrawal request is 11 AM to be paid out on the following business day. Requests received after cut-off time shall be processed the next business day.

## 6. PURCHASE AND SALE OF SECURITIES

- 6.1 To process orders to purchase securities, my/our OSTA must have available funds equal to or greater than the purchase price of the securities prior to the transaction date. Any order inadvertently accepted and/or executed without sufficient funds in the OSTA shall be subject to cancellation or liquidation at DMSI discretion. I/We shall be responsible for all my/our orders, including those which exceed the available funds in the OSTA.
- 6.2 Upon execution of the purchase, my/our OSTA shall be debited the amount equivalent to the sum of the purchases price and the applicable commission, plus all other incidental expenses.
- 6.3 I/We hereby agree that all securities which I/we purchased shall be lodged by DMSI with the Philippine Depository and Trust Corporation and, upon my/our written instructions for upliftment, securities I/we purchased shall be registered in my/our name/s.

- 6.4 I understand that DMSI generally requires that prior to the acceptance of a sell order, my/our OSTA should have enough shares before a sell order can be posted.
- 6.5 I understand that there is no early settlement for sales of securities. Proceeds from a sell transaction of PSE listed shares are cleared three (3) trading days after the transaction date. In the same day of a sell transaction, I/we may use the proceeds to place a purchase order.

#### 7. NO SHORT SALE OF SECURITIES

Short sale of securities is not allowed and I/we hereby agree not to place any short sale orders. Any short sale inadvertently accepted and/or executed by the online system without the corresponding stock position in my/ our OSTA shall be subject to cancellation or liquidation at DMSI's discretion. I/we shall be responsible for all my/our orders, including those which exceed the available stock positions in the OSTA.

#### 8. ONLINE TRANSACTIONS

- 8.1 All orders for the purchase or sale stocks using DMSI online services and my/our OSTA shall be deemed authorized by me/us and executed with the understanding that an actual purchase or sale is intended and that it is my/our obligation prior to any purchase or sale to verify from the OSTA the stock position and the available funds.
- 8.2 I/we hereby agree that DMSI has no obligation to review my/our orders and not responsible for determining the suitability of my/our orders and investment decisions. I/we must always monitor my/our account to determine whether any order I/we place was executed or rejected by DMSI online system.

#### 9. WARRANTIES

- 9.1 I/We represent and warrant that: (i) I/we shall use DMSI's service only in accordance with the terms and conditions of this Agreement; (ii) in case of a joint account (or corporate account), only the authorized person/s named on the account shall be the only authorized user of the service under this Agreement; and, (iii) I/we shall be solely responsible under any and all circumstances for the use, protection, and confidentiality of my/our User ID and trading password as well as for all transactions and information changes entered into my/your account using the password.
- 9.2. I/We agree to enter my/our online orders using my/our own internet software and agree that all orders entered via the internet are my/our sole responsibility and that such orders executed through DMSI are unsolicited. I/We agree to protect my/our User ID and trading password and maintain the security of whatever system I/we use to connect to the internet. I/we acknowledge that DMSI has done everything reasonable to provide secure transactions over the internet and shall not be responsible for any security failure of the internet.
- 9.3. I/We acknowledge that DMSI offers various ways of accessing my/our OSTA, including telephone and online services. I/We undertake to exert reasonable efforts in using these alternate methods to communicate with DMSI in the event that I/we experience problems in communicating with DMSI.

### 10. ASSUMPTION OF RISK

- 10.1. I/We agree to fully accept the risk for all of the online orders I/we enter and the trading decisions attendant thereto. I/We acknowledge that entering an order online with DMSI does not guarantee execution of the order, and agree therefore that DMSI shall not be responsible for any order that is not executed.
- 10.2. I/We shall make my/our investment judgments and decisions without reliance on DMSI and shall assume full and exclusive responsibility for all transactions in or for my/our OSTA. I/We agree that DMSI shall have no liability in connection with any of my/our transaction in and for my/our OSTA and investment decisions.

### 11. NO INVESTMENT ADVICE

I/We hereby acknowledge that DMSI will not provide me/us with legal, tax or accounting advice or advice regarding the suitability or profitability of a security or investment. I/We likewise acknowledge that DMSI employees are not authorized to give any such advice and that I/we will not solicit or rely upon any such advice from DMSI or any of its employees.

## 12. LIMITATION OF LIABILITY

- 12.1. I/We hereby acknowledge that DMSI, its affiliates, directors, officers, employees, and agents shall not be liable for losses resulting from a cause over which DMSI or its affiliates or partners do not have direct control including, but not limited to, the failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems including the inability to connect with my/our internet service provider. I/We agree that DMSI shall not be responsible for any problems, technical or otherwise, that might prevent me/us from entering orders or prevent DMSI from executing orders.
- 12.2. DMSI, its affiliates, directors, officers, employees, and agents shall not be responsible to me/us for any loss, damages, or litigation costs resulting from any error of fact or judgment, or from action taken or inaction or omission or default by DMSI, its affiliates, directors, officers, employees, and agents, or from any consequences whatsoever, save except where such loss, damage or cost is suffered as a direct result of its gross negligence or willful misconduct.
- 12.3. I/We agree that I/we shall not hold DMSI, its affiliates, directors, officers, employees, and agents liable whatsoever for losses or damages resulting from any failure or electronic or mechanical equipment, software or systems malfunction, errors or delays and any and all technical problems that may arise in the course of providing the online brokerage services. Furthermore, I/we hereby agree that DMSI may discontinue the online services provided herein without prior notice to me/us.

## 13. DISCLOSURES TO ISSUER, PSE, AND SEC

I/We and DMSI hereby undertake to strictly comply in a timely manner with all their respective disclosure obligations, whether in the form of sworn statements, notices or otherwise, as required under relevant laws, including, without limitation, Section 18 and 19 of the Securities Regulation Code (SRC) or amendments thereto, and its implementing Rules and Regulations.

## 14. DELIVERY OF CERTIFICATES

Without abrogating any of DMSI's rights under any other provision of this Agreement and subject to any indebtedness I/we may have with DMSI, DMSI shall, upon appropriate demand, deliver to me/us the fully paid certificates of stock unless such delivery is prevented by circumstances beyond the control of DMSI. I agree that processing time shall start from DMSI's receipt of complete requirements. The transfer office may ask for personal appearance or other requirements which may increase the processing time. I/we shall comply with them the soonest possible time. I/we shall submit a request letter and payment of fees for transferring stocks from one broker to another (EQ Trade), the processing time may take 1-2 business days and shall start from DMSI's approval of the letter.

### 15. CONFIRMATIONS AND ACCOUNT STATEMENTS

Accordingly, DMSI shall furnish me/us with Invoices or confirmations of all executed purchase and sale transactions on the day these are made by means of electronic mail sent to the email address appearing in DMSI's records. These shall be binding upon me/us if no written objection is made no later than 12 noon of the next business day. I/We acknowledge that DMSI has the right to determine the validity of my/our objection to any such confirmation of transaction or account statement.

### 16. STOCK QUOTES AND RESEARCH INFORMATION

I/We acknowledge that: (i) stock quotes, news and research information which include technical charts and financial data on listed securities displayed by DMSI are provided for informational purposes and for personal use only, and (ii) that these data are obtained from sources believed to be reliable and that DMSI does not guarantee the accuracy of these quotes and information. I/We agree that DMSI shall not be responsible for any loss or damage of whatever nature in connection with any trade made in reliance upon such quotes or information.

#### 17. SATISFACTION OF INDEBTEDNESS

I/We agree to satisfy, upon demand, any indebtedness, and to pay any debit balance remaining when my/our OSTA is closed, either partially or totally.

#### 18. LIENS

DMSI shall have a continuing security interest in all securities and other property held by or through DMSI or its affiliates, as security for all my/our liabilities and performance of all my/our obligation to DMSI. DMSI may apply or transfer securities and other property interchangeably between accounts in which I/we may have an interest, at any time and with notice given. In the event of a breach or default under this Agreement, DMSI shall have all rights and remedies available to a secured creditor under any applicable law, in addition to its rights and remedies under this Agreement.

#### 19. DISPUTES

Any dispute arising from or in connection with this Agreement or its proper interpretation shall first be resolved amicably and in good faith by the parties. Should the parties fail to resolve any such dispute within two (2) months from the date of written notice of either party, the parties agree that the exclusive venue for any suit arising from this Agreement shall be the proper courts of Taguig City, Philippines.

#### 20. SUCCESSORS

I/We hereby agree that this Agreement and all the terms thereof shall be binding upon my/our heirs, executors, administrators, personal representatives and assignees. This Agreement shall inure to the benefit of DMSI present organization and any successor organization, irrespective of any change or changes at any time in the personnel thereof, for any cause whatsoever.

#### 21. APPLICABLE RULES AND REGULATIONS

- 21.1. All transactions in my/our OSTA, as executed by DMSI or its agents, including subsidiaries and affiliates, shall be subject to the constitution, rules, regulations, customs and usages of the PSE and its clearing house, if any.
- 21.2. My/Our transactions shall likewise be subject to the provisions of all applicable laws, including the SRC or any amendments thereto, and all pertinent rules and regulations imposed and administered by the SEC and the PSE, among others.

#### 22. ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreement between me/us and DMSI concerning the subject matter of this Agreement. I/We may not assign the rights and obligations hereunder without first obtaining the prior written consent of DMSI.

#### 23. WAIVER

Except as specifically permitted in this Agreement, no provision of this Agreement can be, nor be deemed to be, waived, altered, modified or amended unless such is agreed to in writing and signed by both parties.

### 24. AMENDMENT

I/We agree that DMSI may modify the terms of this Agreement at any time upon notice given to me/us. My/Our continued use of DMSI services following receipt of notice will constitute my/our acceptance of the modification. Should I/we not accept any modification, I/we must notify DMSI in writing and DMSI may then terminate my/our OSTA. I/We, however, shall remain liable for all obligations and liabilities arising from the account up to and until the time of the termination.

## 25. SEVERABILITY

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement.

## 26. CONDITIONS PRECEDENTS, EFFECTIVITY

I/We acknowledge that this Agreement shall be effective upon the occurrence of all of the following conditions:

- a) Submission of all the forms and other documents requested by DMSI;
- b) Deposit of the Minimum Amount in the OSTA;
- c) And Approval by DMSI of the application.

### 27. GOVERNING LAW

All matters pertaining to the interpretation and implementation of this Agreement and all deputes arising there from, shall be exclusively governed by and construed in accordance with Philippine law.

## 28. CAPACITY TO CONTRACT

By signing below, I/we hereby represent and warrant that I/we have the full legal capacity and authority to enter into and be bound by this Agreement.

## 29. COST OF COLLECTION

I/We authorize DMSI to charge my/our OSTA for any reasonable direct costs of collection, including but not limited to attorney's fees, court costs, interest and other related expenses.

### 30. FORTUITOUS EVENTS

DMSI shall not be liable for losses caused directly or indirectly by government restrictions, exchange or market rulings, suspension or trading, war, strike or other conditions beyond its control such as fortuitous events.

### 31. NOTICES

- 30.1. All notices to DMSI shall be sent to DMSI Customer Service:
  - Unit 1105, PSE Tower, 5th Ave., Cor. 28th St. Bonifacio Global City, Taguig City, Philippines, 1634
- 30.2 All notices to me/us shall be sent to:
- 30.3. Notice or other communications including maintenance calls delivered or mailed to the address given above shall, until DMSI has received notice in writing of a different address, be deemed to have been personally delivered to me/us whether actually received or not.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand this	day of, 20 in Taguig City, Philippines
Primary Applicant's Full Name and Signature	Secondary Applicant's Full Name and Signature
ACKNOWLEDGE AND ACCEPTED BY:	
DA MARKET SECURITIES, INC.	Authorize Representative Name and Signature

DA MARKET SECURITIES, INC. Unit 1105, PSE Tower,	SPECIMEN		
5 <sup>th</sup> Ave. Cor. 28 <sup>th</sup> St.	SIGNATURE		
Bonifacio Global City,	CARD		
Taguig City, Philippines, 1634			
Account Name (Primary Account Holder)		Account No.	
Account Name (Secondary Account Holder)	. 5	r 0 / 0 / 1	
Address: (No. & Street, Building, Town/District, City/Pro	vince,Postal/2	(ip Code, Country)	
Account Type  Individual Joint or Others	☐ Cash ☐ Margin		
Telephone No. TIN		Citizenship	
Signature Requirement ☐ Any One ☐ Any two		Others	
Primary Account Holder	Secondary A	Account Holder	
Printed Name	Printed Nan	ne	
Please sign twice (2x) 1.	Please sign 1.	twice (2x)	
2.	2.		
IMPORTANT: Pursuant to the regulations of the Securities and Exchange Commission no certificate can be issued to a buyer unless he/she signs and indicates his citizenship on this card, with respect to street certificates, the citizenship of the beneficial owner and not of the broker should be indicated. Please fill up and return			
two (2) copies of this card to DA Market Securities Inc.			
DA MARKET SECURITIES, INC. Unit 1105, PSE Tower,	SPECIMEN		
5 <sup>th</sup> Ave. Cor. 28 <sup>th</sup> St.	SIGNATURE		
Bonifacio Global City,	CARD		
Taguig City, Philippines,1634			
Account Name (Primary Account Holder)	Account No.		
Account Name (Secondary Account Holder)	. 5	T. O. ( )	
Address: (No. & Street, Building, Town/District, City/Pro	vince,Postal/2	up Code, Country)	
Account Type ☐ Individual ☐ Joint or ☐ Joint and ☐ Others	☐ Cash ☐ Margin		
Telephone No. TIN			
Signature Requirement			
Primary Account Holder	Secondary A	Account Holder	
Printed Name	Printed Name		
Please sign twice (2x) 3.	Please sign twice (2x) 3.		
4	4		
IMPORTANT: Pursuant to the regulations of the Securities and Exchange Commission no certificate can be issued to a buyer unless he/she signs and indicates his citizenship on this card, with respect to street certificates, the citizenship of the beneficial owner and not of the broker should be indicated. Please fill up and return two (2) copies of this card to DA Market Securities Inc. (DMSI)  Signature verified by:  DA MARKET SECURITIES, INC.			



## **DATA PRIVACY POLICY**

#### 1. PURPOSE AND SCOPE

DA MARKET SECURITIES, INC. (DMSI) collection of Personal Data is done by lawful means and for lawful purpose and is directly related and necessary to the nature, functions, and purposes of the Company as a securities broker.

DMSI with the aim to live up and promote the culture of privacy within the organization complies and dedicated to carry out the mandatory requirements of Data Privacy to safeguard and preserve your "Personal Data" refers to both personal information and sensitive personal information.

### 2. PERSONAL DATA THAT DMSI COLLECT AND PROCESS

When you apply for an account or avail for the use of DMSI's services as a securities broker, DMSI shall collect or use your personal information, such as but not limited to:

- a) Full Name
- b) Nationality
- c) Gender
- d) Date and Place of birth
- e) Civil Status
- f) Permanent and Present Address/es
- g) Education
- h) Contact details (mobile, landline and Email address)
- i) Tax Identification No. (TIN) and other government -issued identification numbers (SSS or GSIS)
- j) Previous employment information
- k) Employment and business information
- 1) Financial Information and Investment Profile (such as assets, income, net worth, sources of income and Investment experience)
- m) Name of spouse
- n) Bank account details
- o) Specimen Signature and
- p) Other personal Information authorized and mandated by law to be collected such as but not limited to Anti-Money Laundering Act of 2001 (AMLA), Philippine Stock |Exchange (PSE), Capital Markets Integrity Corp. (CMIC) and Securities and Exchange Commission (SEC)

## 3. USE AND PURPOSE OF THE COLLECTION

DMSI uses your personal data collected for various purposes, including but not limited to the following;

- a) Know-Your-Customer (KYC) examination or procedures.
- b) Evaluation and processing or your application.
- c) Compliance with the laws, rules and regulations governing our services (AMLA, PSE, CMIC, SCCP, SEC, and PDTC and other government agencies.)
- d) for purposes of its operations as securities broker

## 4. DATA SHARING AND RETENTION

DMSI ensures that only authorized personnel of the company have access to your personal information.

DMSI may SHARE and DISCLOSE said information with relevant Government agencies such as (AMLA, PSE, CMIC, SEC and BIR as may be mandated by pertinent laws and regulations.

In addition, DMSI may share information but not limited to the following:

- a) Banks
- b) External auditors
- c) Local and Foreign authorities (for purpose of tax monitoring)
- d) Compliance with court
- e) Other lawful order

DMSI may retain, process, update and / or share your personal information for as long as necessary for the fulfillment of the purpose for which it was collected and such other purposes that have consented from time to time as in compliance with relevant rules and regulations.

## 5. DATA PRIVACY RIGHTS

Pursuant to the Data Privacy Act of 2012, (RA 10173) and its Implementing Rules and Regulations (IRR), DMSI also joins the privacy march to meet the full extent of data privacy and protection, exercise compliance and demonstrate respect of your rights defined in <u>Sec. 16</u>. Rights of the Data Subject. Namely;

- a) the right to be informed
- b) right to access
- c) right to object
- d) right to erasure or blocking
- e) right to damages
- f) right to file a complaint
- g) right to rectify
- h) the right to data portability

By providing your Personal Data to DMSI, you acknowledge that you have read, understood and agree to all the terms as set forth in this Privacy Statement.

Should you have any questions and or concerns regarding this Privacy Statement, DMSI's use of your Personal DATA, or your rights in relation thereto under the Data Privacy Act of 2012, please do not hesitate to contact our Data Protection Officer at the following No. (+632)8887-5457: (+63917)8633119 or email fmcaling@houseofdavidgroup.ph.

Signature Over Printed Name	



DA MARKET SECURITIES, INC. Unit 1105, PSE Tower, 5<sup>th</sup> Ave. Cor 28<sup>th</sup> St. Bonifacio Global City, Taguig City, Philippines,1634 Tel. (02) 8887-6407 / 8887-5457

Email address: damarketsecurities@gmail.com

Printed Name & Signature (Secondary Account Holder)

## INDIVIDUAL DISCLOSURE FORM

Printed Name & Signature (Primary Account Holder)

**ALL ITRADE ACCOUNT APPLICANTS must fill out this disclosure form,** in compliance with the Foreign Account Tax Compliance Act (FATCA) enacted by the U.S. government. Kindly answer the following questionnaire and provide additional documents if applicable.

Account Type ☐Individual ☐Joi	oint or ☐ Joint and		Customer Account No	
	PRIMARY ACCOUNT HOLDER		SECONDARY ACCOUNT HOLDER	
Last Name				
First Name				
Middle Name				
US Address (if any)	No. & Street Bi	uilding/Subdivision	No. & Street	Building/Subdivision
	City	State & Zip Code	City	State & Zip Code
	•			
		PRIMARY ACCOUNT	HOLDER	SECONDARY ACCOUNT HOLDER
<ol> <li>Are you a US Citizen? (Includes dual citizer citizenship is the U.S.)</li> </ol>	ns if one of the countries of	☐ Yes ☐ I	No	☐ Yes ☐ No
Are you a Green card holder		☐ Yes ☐ I	No	☐ Yes ☐ No
Are you considered a US resident for tax put	urposes?*	☐ Yes ☐ I		Yes No
4. US TIN No. (Required if you answered "Yes	s" to any of questions 1, 2, or 3)			
5. US Tel No. (Required if you answered "Yes	" to any of questions 1, 2, or 3)			
6. Were you born in the US or any US territory	γ?	☐ Yes ☐ N	No	☐ Yes ☐ No
7. Did you grant a power of attorney to a perso this account?	on with a US address to open	☐ Yes ☐ N	No	☐ Yes ☐ No
*US Resident for Tax Purposes (Substantial Presence Test): 1) 31 days during current year and 2) 183 days during the 3 year period computed as follows: Days present in the US during the current calendar year + 1/3 of days present the year before + 1/6 of the days present 2 years before.  ADDITIONAL DOCUMENTARY REQUIREMENTS (PRE-REQUISITE TO ACCOUNT OPENING)  1. If you answered "YES' to any of Questions 1, 2, or 3: (a) IRS Form W-9; AND (b) If US citizen or green card holder: US identification documents (i.e. passport).  2. If you answered "YES" to any of Questions 6 or 7 OR have a US Address: (a) IRS Form W-8BEN; AND (b) Non-US government issued identification document; AND (c) in case of US place of birth: (1) Copy of Certificate of Loss of Nationality of the US OR (2) written explanation on renunciation of US citizenship or why client did not obtain US citizenship at birth.				
AGREEMENT  1. FATCA REGISTRATION. The Client is aware that DA Market Securities, Inc. (DMSI) registered with the United States Internal Revenue Service ("IRS") and consents to DMSI's compliance with the requirements under the FATCA, as the same may be amended from time to time, and its implementing rules and regulations.  2. FATCA STATUS DECLARATION. The Client represents that the disclosures above are true and correct. The Client understands that in case of joint accounts, if one of the account holders is a U.S. Person, the whole account shall be considered as an account held by a U.S. Person.  3. CHANGE IN CIRCUMSTANCES. The Client undertakes to inform DMSI of any change in the Client's FATCA status and furnish DMSI all necessary documentation within thirty (30) days from the change without need for demand from DMSI.  In case the Client, either at the time of account opening or as a result of a change in circumstance, acquires the status as a US Person and fails to submit all required documentation or information to DMSI within the required time periods, DMSI has the right to withhold payments in accordance with FATCA on the Client's online securities trading account and/or close the account. In case of such closure, DMSI shall be entitled to liquidate the stock positions in the Client's account at prevailing market prices and shall return the proceeds thereof together with all cash positions to the Client, less any amounts which DMSI may be required to withhold under existing local and U.S. legislation and amounts which the Client may owe to DMSI.  4. CONSENT TO REPORTING AND WITHHOLDING. The Client understands that as part of DMSI's reporting obligations under the FATCA, DMSI may transmit the Client's personal information to the IRS and consents to the disclosure of such information. Said disclosures may include but are not necessarily limited to: (i) the personal information of the accounth holders.  5. RELIANCE. The Client understands the DMSI will rely and act on the basis of the Client's disclosures to				