



**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) 887-6407 / (+632) 834-7765  
 Email address: damarketsecurities@gmail.com  
 Telefax (+632) 839-2268

**CORPORATE/NON – INDIVIDUAL ACCOUNT INFORMATION FORM**

Account Type  Cash  Margin  Discretionary

Customer Account No. \_\_\_\_\_

NTS Account Code \_\_\_\_\_

Business/Corporate Name			
Company Type <input type="checkbox"/> Single Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Corporation – Foreign <input type="checkbox"/> National Government <input type="checkbox"/> Partnership/Association <input type="checkbox"/> Cooperatives <input type="checkbox"/> Government <input type="checkbox"/> Local Government			
Business Address (No. & Street, Building, Town/District, City/Province, Country)			Zip code
SEC Registration No.	DTI Registration No.	Nature of Business	Years in Operation
Tax Identification (TIN)	Email Address	Office Tel. /Facsimile No.	Mobile Nos.
AUTHORIZED OFFICER(S) RESPONSIBLE FOR THE ACCOUNT <input type="checkbox"/> any one <input type="checkbox"/> any two <input type="checkbox"/> others			
1.	Position -		
2.	Position -		
3.	Position -		
4.	Position -		
5.	Position -		
<b>BANK ACCOUNT DETAILS:</b>			
Back Account Name		Bank Account No.	
Bank Name		Bank Address	
<b>CONFIRMATIONS AND COMMUNICATIONS:</b>			
Mailing of Invoices, Statement of Accounts and other Communications: <input type="checkbox"/> Courier <input type="checkbox"/> electronic Mail <input type="checkbox"/> Facsimile			
<b>FINANCIAL AND INVESTMENT PROFILE OF THE COMPANY</b>			
Assets <input type="checkbox"/> <1 Million <input type="checkbox"/> <5 Million <input type="checkbox"/> <10 Million <input type="checkbox"/> over 10 Million	Net Worth <input type="checkbox"/> <1 Million <input type="checkbox"/> <5 Million <input type="checkbox"/> <10 Million <input type="checkbox"/> over 10 Million	Gross Annual Income <input type="checkbox"/> < 1 Million <input type="checkbox"/> < 5 Million <input type="checkbox"/> < 10 Million <input type="checkbox"/> over 10 Million	Investment Experience <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Good <input type="checkbox"/> Extensive
Investment Objective (1-4 order of priority) <input type="checkbox"/> Capital Preservation <input type="checkbox"/> Long-term investment <input type="checkbox"/> Growth <input type="checkbox"/> Speculation			
<b>DISCLOSURES:</b>			
Are any of the directors or shareholders of the corporation a stockholder, employee or agent of a Broker/Dealer registered with the Securities and Exchange Commission? Yes <input type="checkbox"/> No <input type="checkbox"/>			
If yes, please indicate name(s) 1. _____ 2. _____			
Signature(s)			
_____ Signatory No. 1	_____ Date	_____ Signatory No. 2	_____ Date
_____ Signatory No. 3	_____ Date		
<b>APPLICATION REQUIREMENTS</b>			
1. Photocopy of each of the following documents duly certified by the corporate secretary: 1.1. SEC Registration 1.2. Articles of Incorporation, Partnership or its equivalent. 1.3. By – laws of the corporation 1.4. Latest General Information Sheet (GIS) with SEC acknowledgement 1.5. Latest Audited Financial Statements with BIR and SEC acknowledgement 2. Notarized Board Resolution authorizing the corporation to open an account with DA Market Sec. Inc. and the designated officer(s) authorized to transact and trade in behalf of the corporation. 3. Photocopy of one (1) government issued identification document of the authorized signatories/officers (e.g. passport, driver's License, SSS/GSIS ID, PRC ID or Voter's ID) 4. Two (2) copies of Specimen Signature Cards of the authorized officers; 5. Online Securities Trading Agreement duly signed.			
<b>FOR DMSI USE ONLY:</b>			
Salesman/Referred by:	Processed by:	Date Opened:	Approved by:

# 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 clients 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)

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 Php 100,000.00 for regular account.

## 4. TRADING FEES

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

- 4.1. Commission at the rate of ¼ of 1% 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%. In no case, however, shall the commission be less than the amount of Php 50.00 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;
- 4.2. Transfer or settlement fees;
- 4.3. Depository or custodianship fees;
- 4.4. Transaction Fees;
- 4.5. Stock transaction tax;
- 4.6. VAT on commission, and other levies and duties thereon.

## 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.

## 6. PURCHASE 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, in the absence of my/our contrary written instructions, securities I/we purchased shall be registered in DMSI's name as street certificates.

## 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 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 while online orders are usually routed to the stock exchange within seconds from the placing of the orders, certain orders, at DMSI's sole discretion, may be subjected to manual review and entry, which may possibly cause delay in the processing of my/our orders. It is likewise understood that I/We shall receive the price at which the order is executed in the stock exchange which may be different from the price at which the stock is trading at the time of the order and when it is entered into DMSI's 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) I/we 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 and confidentiality of my/our User ID and trading 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 with DMSI, whether online or otherwise, 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 inter connection 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.

#### **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 without 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**

20.1. 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 clearinghouse, if any.

20.2. 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 deutes 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. 28<sup>th</sup> 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 \_\_\_\_\_, 201\_\_ 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

<b>DA MARKET SECURITIES, INC.</b> Unit 1105, PSE Tower, 5 <sup>th</sup> Ave. Cor. 28 <sup>th</sup> St. Bonifacio Global City, Taguig City, Philippines, 1634		<b>SPECIMEN SIGNATURE CARD          CORPORATE</b>	
Account Name		Account No.	
Address: <i>(No. &amp; Street, Building, Town/District, City/Province, Postal/Zip Code, Country)</i>			
Telephone No.	TIN	Citizenship	
Signature Requirement <input type="checkbox"/> Any One <input type="checkbox"/> Any two <input type="checkbox"/> All <input type="checkbox"/> Others			
Please sign thrice (3x)			
Name & Position of Signatory No. 1		Name & Position of Signatory No. 2	
1. _____		1. _____	
2. _____		2. _____	
3. _____		3. _____	
Please sign thrice (3x)			
Name & Position of Signatory No. 3		Name & Position of Signatory No. 4	
1. _____		1. _____	
2. _____		2. _____	
3. _____		3. _____	
Please sign thrice (3x)			
Name & Position of Signatory No. 5		Name & Position of Signatory No. 6	
1. _____		1. _____	
2. _____		2. _____	
3. _____		3. _____	
<b>IMPORTANT:</b> 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.	

<b>DA MARKET SECURITIES, INC.</b> Unit 1105, PSE Tower, 5 <sup>th</sup> Ave. Cor. 28 <sup>th</sup> St. Bonifacio Global City, Taguig City, Philippines, 1634		<b>SPECIMEN SIGNATURE CARD          CORPORATE</b>	
Account Name		Account No.	
Address: <i>(No. &amp; Street, Building, Town/District, City/Province, Postal/Zip Code, Country)</i>			
Telephone No.	TIN	Citizenship	
Signature Requirement <input type="checkbox"/> Any One <input type="checkbox"/> Any two <input type="checkbox"/> All <input type="checkbox"/> Others			
Please sign thrice (3x)			
Name & Position of Signatory No. 1		Name & Position of Signatory No. 2	
1. _____		1. _____	
2. _____		2. _____	
3. _____		3. _____	
Please sign thrice (3x)			
Name & Position of Signatory No. 3		Name & Position of Signatory No. 4	
1. _____		1. _____	
2. _____		2. _____	
3. _____		3. _____	
Please sign thrice (3x)			
Name & Position of Signatory No. 5		Name & Position of Signatory No. 6	
1. _____		1. _____	
2. _____		2. _____	
3. _____		3. _____	
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