



# I.B. GIMENEZ SECURITIES, INC.

Capital Preservation • Wealth Creation • Integrity • Service • Expertise

Member: PHILIPPINE STOCK EXCHANGE

#42, 3/F New Rosario Arcade Ortigas Ave. Extension, Rosario Pasig City

Tel. Nos. (Office) 628-0000 ext. 306/316 (Fax) 642-7299

## CUSTOMER ACCOUNT INFORMATION FORM

ACCOUNT TYPE: CASH \_\_\_\_\_ DISCRETIONARY \_\_\_\_\_

INSTITUTIONAL \_\_\_\_\_ MARGIN \_\_\_\_\_

NAME: \_\_\_\_\_ T.I.N. \_\_\_\_\_ S.S.S./G.S.I.S. \_\_\_\_\_

SEX \_\_\_\_\_ CITIZENSHIP \_\_\_\_\_ BIRTHDAY \_\_\_\_\_ CIVIL STATUS \_\_\_\_\_

NAME OF SPOUSE: \_\_\_\_\_

(All Checks & Documents should be \_\_\_ delivered \_\_\_ mailed to \_\_\_ home \_\_\_ office \_\_\_)

HOME ADDRESS:	HOME TEL. NO.
OFFICE ADDRESS:	TEL. NO. FAX NO.
NATURE OF WORK: EMPLOYER:	Is Customer of legal age? YES ( ) NO ( ) Is employer a Broker or Dealer of Securities? YES ( ) NO ( )
NATURE OF SELF-EMPLOYMENT/BUSINESS: ADDRESS OF EMPLOYER/BUSINESS:	
Name of Attorney-in-fact, if applicable:	

Are you an Officer or a Director of an Exchange-Listed Company? YES ( ) NO ( )

If yes, please identify the company. \_\_\_\_\_

How long have you known the Salesman introducing the account? \_\_\_\_\_

You were referred by: \_\_\_\_\_

Customer's Bank: \_\_\_\_\_

INVESTMENT OBJECTIVE: Speculation ( ) Preservation of Capital ( )  
Growth ( ) Long-Term Investment ( )

Annual Income:

below 100,000  100,001-300,000  
 300,001-500,000  500,001-700,000

Assets: \_\_\_\_\_ Net Worth: \_\_\_\_\_

700,001-1,000,000  above 1,000,000

SOURCE OF INCOME

Duplicate confirmations required YES ( ) NO ( )

Please send to \_\_\_\_\_

Address \_\_\_\_\_

Relationship to customer \_\_\_\_\_

Do you maintain accounts with other Broker/Dealer: \_\_\_ YES \_\_\_ NO (If yes, specify \_\_\_\_\_)

Name of Trader/Agent handling this account: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Customer or Attorney-in-fact: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of person authorized to exercise

Discretion in account: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Salesman introducing the

Account: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of partner, officer or manager

accepting the account: \_\_\_\_\_ Date: \_\_\_\_\_

### MARGIN ACCOUNT APPLICATION

I/We \_\_\_\_\_, of legal age, having capacity and not in a way disqualified from entering into a contract with IBGSI, hereby request you to open a Margin account under the account name stated above, as you may deem fit. In opening of this Margin account, I/We fully understand and agree to abide the governing provision set forth by Revised Securities Act (RSA) Rule 23(b), which provides for the following:

1. The minimum amount of margin is Php. 50,000.00
2. I/We shall monitor the prices of my/our stocks.
3. My/Our account balance shall, in no case exceed 50% of the current value of my/our holdings.
4. In the event of my/our incapacity to cover the deficiency, I/We hereby give IBGSI the absolute discretion to sell part of all my/our securities under my/our account at anytime without notice to me/us, in order to meet the margin requirement by fully eliminating the margin deficiency existing on the day such liquidation is required. Without prejudice to any outstanding liability after the sale.
5. I/We shall pay the corresponding charges for interests on the amounts due and owing to IBGSI at the rate of 1.5% per month or 2% over and above Bank lending rate which ever is higher, computed daily from due date thereof. Should my/our volume for the month fall below 200% of my/our existing account balance, I/We shall pay a corresponding penalty of 1.5% of the amount due and owed to IBGSI.

I/We fully understand that in availing of the Margin Account facility, a minimum deposit of Php. 50,000.00 must be deposited in my/our account. Further, we understand that IBGSI has the discretion to suspend or terminate this Margin Account Agreement should it deem fit to suspend it's margin trading facility at any time.

DATE \_\_\_\_\_ CUSTOMER'S SIGNATURE \_\_\_\_\_

CUSTOMER'S NAME \_\_\_\_\_

DO NOT FILL BELOW THIS LINE. FOR IBGSI PROCESSING ONLY.

\_\_\_\_\_ Margin Application Approved      \_\_\_\_\_ Margin Application Not Approved

CREDIT EXTENSION \_\_\_\_\_

\_\_\_\_\_  
IBGSI AUTHORIZED SIGNATORY

FOR CORPORATE/PARTNERSHIP APPLICANTS:

NOTE: CORPORATE/PARTNERSHIP APPLICANTS MUST SUBMIT THE FOLLOWING:

- \* Copy of SEC Registration, Articles of Incorporation and By-Laws or General Partnership Agreement
- \* Latest Audited Financial Statements
- \* Board Resolution authorizing the Corporation to open an account with IBGSI
- \* Board Resolution appointing Attorney in-fact to act for and on behalf the Corporation pertaining to its Trading Account.

We warrant that:

Our Corporation, registered under the name \_\_\_\_\_ is duly organized, validly existing and in good standing under the laws of the Republic of the Philippines and the country of its origin. We have taken all appropriate and necessary corporate and legal actions to authorized the execution and delivery of this application and agreement and the performance of the terms and conditions hereof and the signature(s) appearing on this form is/are the true and official signature(s) of the duly authorized signatory(ies) of our Corporation.

Name of Corporation

Authorized Signatory  
(Name over Position)

Authorized Signatory  
(Name over Position)

FOR FOREIGN CORPORATE APPLICANTS

I addition to the requirements for Corporate Applicants, We further warrant that our Corporation, registered under the name \_\_\_\_\_ is duly organized, validly existing and in good standing under the laws of its country origin.

We also warrant that the execution, delivery, performance and observance of this application and agreement will not violate the laws of the country of its origin. IBGSI or its duly authorized, officer, employee or representative, is hereby authorized to verify at any time all or any particular information furnish by me/us.

I/We undertake to furnish IBGSI with such additional particulars and other pertinent information as may be at any time required of me/us.

I/We hereby warrant that all particulars and information given here (in this document) are true and correct and I/We warrant further that the signature(s) of the above named account may be relied upon solely and unconditionally for any purpose in connection with my/our account and transactions in securities.

I/We declare that our application is subject to IBGSI approval and to such other requirements as may hereafter to imposed by IBGSI, aside from the terms and conditions contained hereunder.

\_\_\_\_\_  
Name of Corporation

Authorized Signatory(ies): \_\_\_\_\_  
Name/Position

\_\_\_\_\_  
Name/Position

Date of Application: \_\_\_\_\_

By: \_\_\_\_\_

Action Taken: (to be filled by IBGSI'S OFFICER OR EMPLOYEE DULY DESIGNATED OR AUTHORIZED)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Remarks/Recommendation

\_\_\_\_\_

## TERMS AND CONDITIONS

1. Upon Approval of this application and the corresponding account opened thereafter, I/We confirm that I.B. Gimenez Securities, Inc. (IBGSI) will act as my/our broker for all my/our transactions in securities. I/We also confirm that all my/our orders for purchase or sales of securities, shall be subject to the terms and conditions of this agreement and to the applicable rules and policies of the Philippine Stock Exchange Inc. or any exchange in which IBGSI is a member, including those regulations of the Securities and Exchange Commission (SEC) as well as its Clearing House and Transfer Offices.
2. I/We fully agree that the price of the securities can and does fluctuate and any individual security may undergo upward and downward movements and may even become valueless. And I/We also understand that there is an inherent risk that losses may be incurred rather than profits made as a result of buying and selling securities. I/We further acknowledge that the risks of loss in trading can be substantial due to the rapid changes in the stock market. In some circumstances, I/We understand that losses may be sustained in excess of my/ours initial margin funds. I/We agree that market condition may make it impossible to execute to all orders. At the same time, I/We may be called upon at short notice to deposit additional margin funds. I/We shall remain liable for any resulting deficit in my/our account(s) and fully acknowledge that I/We should therefore study and understand and carefully consider whether such trading is suitable in the light of my/our financial position and investment objectives.
3. IBGSI'S advice given to me/us in any form pertaining to any order or transaction is purely a recommendation made to the best of the IBGSI'S ability in serving and protecting my/our best interest in accordance with sound industry practice, and should not be construed as a guarantee of prospective return on my/our investment for this reason, IBGSI'S cannot be held liable for any loss suffered by me/us in relation to such advice.
4. IBGSI shall comply with all laws and writs, orders, processes or regulations of judicial or administrative authorities without obligation to confirm or question the legality or constitutionality of such order, process or regulation. In the case of orders and processes, IBGSI shall be authorized to act on the basis of documents or copies thereof which are deemed and believed to be genuine without any duty to ascertain its authenticity.
5. I/We assume full responsibility in complying with the terms and conditions stated herein and with such other guidelines as the IBGSI may issue from time to time. I/We shall bear the losses that IBGSI may suffer as a result of my/our lack of knowledge of any restrictions concerning my/our contracting capacity. IBGSI does not undertake and is not obliged to perform administrative duties other than those mentioned in this terms and conditions. In particular, IBGSI has no obligation to inform me/us of any potential losses that I/We may suffer owing to the changes in market quotations of the value of the securities purchased or deposited, or because of any other circumstance that might prejudice or otherwise impair the value of said securities.
6. The benefit and burden of this agreement is personal to me/us and shall not be assigned by me/us without IBGSI's prior express written consent.
7. I/We understand that orders for the purchase or sale of securities shall be made by me/us in person, in writing via facsimile or telegraph transmission, over the telephone or through the IBGSI trader or agent handling the account. IBGSI is hereby instructed and authorized to rely upon and act in accordance with any and all of such orders as soon as they are given. An order may be refused by IBGSI for the cause and for any reason which IBGSI may deem fit. Any action may taken by IBGSI pursuant thereto shall be binding upon me/us. It shall be my/our responsibility to inform IBGSI of any delay in the Buy/Sell Confirmation which shall be sent directly to me/us at our given residence and/or office address. In this regard, it is understood that receipt of Buy/Sell Confirmations by any person of suitable age and discretion of my/our household at my/our given residence address or by any person holding office at my/our given office address shall be deemed receipt by me/us. I/We fully understand that I/We make sure that Buy/Sell confirmation reaches me/us as soon as it is delivered, examine and check the same as to the correctness of its contents and if any disagreement therewith arises. I/We undertake to notify IBGSI in writing within 24 hours from receipt of the Confirmation. My/Our failure to comply with the foregoing procedure or to inform IBGSI of any responsibility for any loss or liability shall be borne by me/us personally. I/We shall have no cause of action of any nature whatsoever against IBGSI by reason thereof. Finally, I/We hereby agree that any disagreement or controversy arising from the transactions executed for my/our Account shall be resolved between myself/ourselves and my trader, agent/or representative.
8. When we are required by IBGSI, I/We agree to make a deposit on all my purchase to the amount stipulated herein. Securities purchase in my/our behalf shall be registered in the name of IBGSI, the payment of which shall be in no case be made later than as specifically required by IBGSI or three (3) days after the date of the said purchase, whichever is earlier, and without need of any notice or demand. IBGSI may, at any time, cancel in writing, any waiver of deposit requirements at its sole discretion.
9. I/We fully understand that IBGSI does not warrant that orders for purchase or sale of securities can be placed or executed. Neither is any salesman, agent, subagent or correspondent authorized to make representations or warranties on behalf of IBGSI with respect to the quality or condition of any security or its issuer or seller. If any such representation or warranty is made, IBGSI shall not be responsible for the veracity or accuracy thereof.
10. I/We understand that any loss arising from transmittal errors, misunderstanding and similar errors in communications not due to IBGSI's fault or negligence shall be borne by me/us. This applies to the erroneous duplication of communications.
11. I/We agree that all payments required hereunder shall be made in Philippine currency. Likewise, IBGSI reserves the right to require me/us to make a collateral deposit in cash, or to pay in advance for the purchase order, fully or partially, before the execution of any order.
12. I/We shall deliver to the IBGSI promptly any and all duly endorsed transfer deeds and certificates or documents of title or stock assignments of securities which I/We plan to sell or have sold through IBGSI. IBGSI reserve the right to require advance delivery to duly endorsed securities before executing orders. I/We shall fully guarantee and accept any and all liabilities arising from any dispute regarding the authenticity, veracity and validity of all securities delivered to IBGSI as well as with the signature appearing therein. Furthermore, for securities registered in the name of a party other than myself/us, I/We undertake to secure a written authorization from the registered owner of the securities as well as a photocopy of any identification bearing the photograph and signature of the registered owner (passport, driver's license, NBI clearance, T.I.N. card) and present these upon deposit.
13. I/We agree that all requests for transfer of money or securities from my/our account with IBGSI must be made by me/us in writing using IBGSI's 'Request Slip' or through an authorization letter to that effect.
14. All requests for withdrawals of cash and/or securities from my/our account shall be made by me/us or my authorized trader/representative. For an approved cash withdrawal request, IBGSI shall issue a crossed-check payable to me/us. I/We or my/our authorized representative may claim the check at IBGSI's offices or from its authorized messenger upon presentation of a valid identification and/or authorization. For an approved security withdrawal request, IBGSI shall release certificates or stock assignments in my/our name. All costs related to the transfer thereof shall be for my/our account. Withdrawn shares shall be released at IBGSI's offices or through its authorized messenger upon presentation of a valid identification and/or authorization.

15. Should IBGSI release payment or deliver certificates, documents of title or stock assignments of securities to another person authorized by me/us to collect or receive the same, I/We shall thereafter have no claim, or any nature whatsoever, against IBGSI for the money or securities so released. Where credit entries are made due to IBGSI's error as in consequence of a mistake or clerical error, or for any reason, IBGSI may reverse them by simple entry without need of any instructions whatsoever from me/us.
16. IBGSI shall not be liable for any over-the-counter transactions that may be entered into by me/us as these are transactions which are private in nature. IBGSI shall not be held liable for losses caused by disturbances of its operations or by acts of government authorities. The same rule shall apply if for valid reasons, IBGSI partially or wholly closes its business on certain days or for a certain time.
17. I/We understand that IBGSI shall charge professional fees for services rendered. Taxes due on the transaction, stock transfer fees, and other fees, and other fees and charges, including PCD fees shall also be charged accordingly. Ordinary out-of-pocket and miscellaneous expenses, such as local telephone charges, postage, delivery and handling services shall be for the account of IBGSI. Extra-ordinary expenses that may accrue as a result of any order or transactions shall be for my/our account.
18. I/We hereby agree to pay IBGSI (i) commission at such rates as maybe from time to time be communicated to me/us, (ii) transfer fees upon actual transfer of the certificate issued to me/us; (iii) documentary stamp taxes, and (iv) other levies and duties thereon. The amount due herein shall be delivered in full to IBGSI within the period specified.
19. I/We fully understand that all payments shall be made through crossed checks made payable to "I.B. Gimenez Securities, Inc." with "For the account of..." (FAO) my/our name and account number (assigned by IBGSI) clearly written at the face thereof. The checks shall be paid directly to the authorized cashiers at the IBGSI's offices or may be collected by messengers specially authorized in writing by IBGSI to collect said checks.
20. For the purpose selling, buying or performing other acts as stated herein, I/We hereby irrevocably appoint and constitute IBGSI, its officers, employees, or successors-in-interest and/or assigns, as well as any subagent, or broker IBGSI may appoint for that purpose, as my/our true and lawful attorney with full power and authority to buy and sell, lend and borrow securities or otherwise act for any of my/our account(s) (whether carried individually or jointly with others), to agree upon the price of said securities, execute bills of sale, receipts, assignments of all my/our rights, title and interest to the purchaser(s) thereof or such other instruments in writing or documents as may be necessary and to deliver or accept delivery of the corresponding stock certificates and/or which IBGSI may directly or indirectly 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, IBGSI shall be entitled to rely on any instruments, notices and communications which it believes to have originated from me/us and I/We shall be bound thereby.
21. I/We also understand that IBGSI will provide me/us with monthly statements (in such form as IBGSI may determine) setting forth the list of securities held for my/our account(s), if any, in the name of IBGSI, its agents or nominees, and details of all transactions entered into since the date of the preceding statement, if any, and containing such further information as IBGSI may consider relevant. If my/our account shall have no transaction for the month, my/our statement of account will be given to me/us on quarterly basis. Any discrepancies or inaccuracies appearing in my/our records with that of IBGSI's statement of account, shall be made known to IBGSI for the immediate resolution of the same. Should IBGSI, in the process of reviewing their records, discover discrepancies, IBGSI will advise me/us of the same. Both parties hereby agree on the return of funds or shares to each other as immediate settlement of the discrepancies. In case of disagreement on the settlement of discrepancies, the documents such as, confirmation receipts, debit and credit memos shall control, In/Out Receipts, all of which are the basis of entries in the statement of account, shall prevail. And I/We fully agree that I/We and IBGSI shall have no right to sue each other in connection with the errors found in the statement of account.
22. In the event of any controversy or litigation between the parties, I/We consent to the use of IBGSI's records and documents as the final and conclusive evidence of the amount due to whosoever party has a rightful claim. The venue of any action not failing within the exclusive jurisdiction of the Securities and Exchange Commission shall be the proper Court of Pasig City, to the exclusion of all other courts of concurrent jurisdiction.
23. The undersigned hereby unconditionally and irrevocably:
  - 23.1 Authorizes and grants IBGSI the absolute discretion to record or cause the recording, using any device which IBGSI may seem appropriate or advisable (including, without limitation, tape recorders and other recording instruments), any telephone communications or spoken word between the undersigned and any representative of IBGSI in the course of, or in connection with, any transaction hereunder, or which may relate or pertain hereto, and any such recording or any part thereof shall be admissible as evidence in any proceeding and,
  - 23.2 Authorizes IBGSI and its representatives to replay any such recording for any person or persons as IBGSI shall, at its discretion, deem fit to communicate the contents thereof orally or in writing, or to provide transcription thereof, whether in whole or in part, to such other person or persons.
24. If/We fail to pay at maturity or to settle my/our obligations when due, or if I/We default in providing or increasing my/our collateral deposits when required to do so, IBGSI shall have the right and is hereby authorized by me/us to sell, at any time and at any place it deems appropriate, without need of prior notice to me/us while making allowances to protect my/our interest as far as possible, all or part of the securities under my/our account to cover any unpaid order or balance thereof, without prejudice to IBGSI's right to collect any outstanding liability after the sale.
25. Any and all securities or contracts relating thereto, which are now or may hereafter be held or carried by IBGSI in any of my/our accounts (either individually or jointly with others), shall be held by IBGSI as collateral for the payment of any claim(s) which IBGSI may have against me/us, with the right to transfer money or securities to another when IBGSI deems that such transfer is necessary.
26. IBGSI may buy securities as may be required to clear any shortages or deficit in my/our account and I/We shall bear all the costs related to the said transaction. IBGSI shall likewise have the right as I/We hereby authorize IBGSI, to pledge, sell or loan such securities under my/our account as may be to refinance any unpaid accounts.
27. IBGSI shall have the discretion to resort to any other means of obtaining payment of any amount due without affecting any of IBGSI's rights therein. All remedies, either under the agreement or by law or otherwise afforded to IBGSI, shall be cumulative and not alternative.
28. In the event of my/our death, IBGSI shall be entitled to require the production of probate documents or letters of administration. IBGSI may permit the disposal of my/our securities by any person who is designated by the court as executor or administrator and may make payment or delivery to the person so designated with the effect of discharging my/our obligations.
29. Where the trader/agent handling the account ceases to be the trader/agent for any reason whatsoever, I hereby instruct and authorize IBGSI to appoint another trader/agent to handle my account. If I/We do not agree with the choice of IBGSI, I/We will inform IBGSI in writing within 24 hours of the new appointment.

30. I/We and IBGSI may, at the parties' discretion, unilaterally suspend or terminate the account or the business relationship. The balance of my/our account shall become immediately due upon the termination of the business relationship, IBGSI shall release in full all monies securities due me/us after deducting in full all outstanding balances and, I/We fully agree and understand that I/We will issue post dated checks for all unpaid balances at the time of termination with a monthly interest computed at 1.5% Any post dated check that bounced at the time said check was deposited, shall render the remaining unpaid balance(s) owing to IBGSI, including all costs related thereto, immediately due and demandable. I/We shall bear the costs of suit, legal expenses and other related expenses that IBGSI will incur should IBGSI bring this matter to the jurisdiction of the Courts of law.
31. If any one or more of the provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal or enforceable, the remaining provisions hereof shall not in any way be affected or impaired.
32. IBGSI's failure or delay in insisting upon my/our compliance with the terms and conditions hereof and/or the performance of my/our obligation under the applicable provisions herein, shall not be construed as a waiver of relinquishment of the IBGSI's right to insist upon said compliance and/or to demand the performance of the obligation under the applicable provisions hereof, all of which shall remain in full force and effect. Nor shall any single breach of default be deemed a waiver of any other breach thereafter occurring, nor shall any single or partial exercise of any such right of power preclude any further exercise thereof, or the exercise and/or enforcement of any other right or power.
33. I/We agree that the provisions in this agreement shall continue to be in full force and effect until a written and signed notice of revocation is given to IBGSI. In the absence of such revocation, it shall continue to be valid and enforceable as to transactions entered prior thereto.
34. IBGSI may amend any term/condition appearing in this agreement by sending the customer a written notice describing the relevant changes. Such amendments will become effective on the date specified in such notice.
35. My/Our signature appearing in this document shall be considered as my/our conformity to the foregoing terms and conditions as I/We have read and fully understood all the provisions hereof.

### TERMS AND CONDITIONS OF SAFEKEEPING AGREEMENT

36. The securities subject of this agreement (the "securities") are received for the reason(s) herein stated only for no other than those expressed herein. In case of any discrepancy, please notify IBGSI within (3) three days from the date of receiving said receipt of the securities, otherwise any later objections will not be considered by IBGSI.
37. Safekeeping charges shall be applied to the securities held by IBGSI for each month or a fraction thereof in accordance with the prevailing rates of IBGSI.
38. IBGSI shall afford the securities the same degree of care and diligence as that it gives its own property. IBGSI shall not be liable for any loss or damage to the securities or impairment in their value for causes beyond the control of IBGSI such as, but not limited to those arising from the promulgation of any law, decree, regulation or mandate of governmental authority; or by reason of war, warlike operations, seizure or destruction on the occasion thereof, and from those due fortuitous events or force majeure.
39. The securities may be kept by IBGSI in its offices or deposited with any depository of its choice.
40. It is agreed the IBGSI has no responsibility for the collection of coupons, interest or dividends on the securities except in instances as maybe provided for by law. IBGSI also accepts no responsibility for the receipt and/or forwarding of any communication relative to the securities.
41. In all cases where IBGSI is of the opinion that it will be subjected to any claim or demand for taxes, or to comply with any law, order, process or regulation, it may withhold payment of any sums due me/us until IBGSI shall have received and order or satisfactory ruling from the courts or administrative authorities allowing the release thereof which, in IBGSI's opinion, forecloses the possibility of liability attaching to IBGSI. For this purpose, IBGSI may, for my/our account, seek the assistance and engage the services of any lawyer, accountant or other professionals or experts.
42. I/We agree to reimburse IBGSI for all expenses including attorney's fees and for all charges and taxes incurred or paid in good faith by it or because of my/our failure to comply with my/our obligations hereunder. I/We further hold IBGSI harmless for all claims, demands and liabilities which may be made against it.
43. The securities shall be held or disposed of by IBGSI in accordance with the terms and conditions of this agreement and/or any other agreement between me/ourselves and IBGSI relating to the securities. In the absence of any such other agreement(s), the securities shall be held or disposed of according to IBGSI's discretion or upon my/our order, provided that IBGSI shall have the right to retain securities pledged or in which IBGSI has any security interest until full payment of whatever may be due to IBGSI by reason of the deposit or otherwise. In case of claims by third persons made upon the securities by virtue of a court action, IBGSI shall understate to notify me/us of such claims, and in its discretion may return or surrender the same or resort to the courts to enter please without liability on the part on the part of IBGSI.
44. All deposits and withdrawals of all, some or any of the securities made by me/us from IBGSI's custody shall be signed and evidenced by appropriate receipts(s). Any receipt(s) or acknowledgement signed by me/ourselves, my/our agent or representative is conclusive evidence of the delivery or withdrawal of the certificates of stock therein specified.
45. The venue for any suit or litigation arising under this agreement shall be in the proper courts of the City of Pasig, Metro Manila. Philippines, all other venues available are hereby waived.
46. This agreement shall take effect upon the confirmation of the purchase of the securities and shall remain in full force and effect until its termination either by the disposition of said securities in the manner provided for under this agreement, or at IBGSI's or my/our instance, by giving the other party a written notice of at least fifth teen (15) days prior to the date of termination.
47. This agreement, including the deposits and withdrawals on this account, shall be governed by and subject to the laws and applicable rules and regulations as may from time to time be in effect and promulgated by the Republic of the Philippines.

My/Our signature below affirms conformity to the foregoing terms and conditions, and serves as evidence of my/our receipt of this agreement.

I.B. Gimenez Securities, Inc.

\_\_\_\_\_  
Customer's Name and Signature

By: \_\_\_\_\_

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

**ACKNOWLEDGEMENT**

Republic of the Philippines )  
City of Pasig ) S.S.

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ in Pasig City, Philippines, the following persons:

\_\_\_\_\_

With Community Tax Certificates Nos. \_\_\_\_\_ Issued on \_\_\_\_\_ at \_\_\_\_\_ and acknowledged to me that the foregoing Terms and Conditions accompanying the Customer Account Information Form is their free act and voluntary deed.

The foregoing Terms and Conditions including the page on which this acknowledgement consisting of six pages has been signed on each and every page by the contracting parties and their witnesses.

\_\_\_\_\_  
NOTARY PUBLIC

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_