

## TERMS

In consideration of your acting as the Broker for the named account, I/We (as the Client) hereby consent and agree that:

- (1) The signature(s) written on this account opening form is/are correct and official signature(s) of the above named account and the same may be used for verification of the said signature(s) at all times for all purposes.
- (2) Each party to a common account is a principal, with joint and several liability and is privileged to operate same separately and independent of the other and to pledge and/or withdraw all funds, assets and securities unless otherwise specified in writing by the parties to such common account.
- (3) If the Broker, in the event of the death of either party to a 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 to the Broker, be binding upon the parties to such common account, their representative, assigns, heirs and successors-in-interest.
- (4) All parties to this account are over 21 years of age.
- (5) Orders for the purchase or sale of securities may be made by the Client in writing or by word of mouth, through the telephone, or through another person. The Broker is hereby authorized to rely upon an act in accordance with any and all of such orders. Any action taken by the Broker pursuant thereto shall be binding upon the Client when confirmation notice of such order is issued and sent by the Broker.
- (6) The Broker does not warrant that any order of the Client for the purchase or sale of securities shall or can be or has been placed or executed. Any order by the Client for the purchase or sale of securities shall not be binding upon the Broker unless and until the Broker issues a confirmation notice of such purchase or sale signed by its authorized signatories. Without a written confirmation by the Broker through its authorized signatories, the Broker shall not be bound to any purchase or sale of securities or any agreement, commitment, undertaking or option to purchase or sell securities or any other transaction for, of, or with the Client, and the Client is fully aware that the salesman, sub-agent or correspondent soliciting or referring the Client, the order or the transaction, does not have such authority to bind the Client. Neither is the salesman or correspondent authorized to represent or warrant for the Broker concerning the quality or condition of any security of its issuer or seller, and if any such representation or warranty is made, the Broker shall not be responsible for the veracity or accuracy thereof.
- (7) It is hereby further agreed that the terms and conditions printed on this Agreement form part hereof as fully as if they were stated at length over the Client's signature(s) hereto affixed and they are therefore unconditionally agreed to.
- (8) The Specimen Signature Card will be submitted within 4 calendar days.
- (9) All securities purchased by the client will be registered in the name of the Broker. The client however, can instruct the broker otherwise, provided the client has paid for the said securities within three (3) trading days from the date of purchase thereof.
- (10) Any and all securities or contracts in respect thereto, nor hereafter held or carried by the Broker in any of the Client's accounts (either individually or jointly with others), are to be held by the Broker as collateral for the payment of any liability to the Broker in any of said accounts, with the right on the Broker's part to transfer moneys or securities to another when in the Broker's judgment such transfer may be necessary; and all such securities may from time to time, and without notice, be pledged and repledged by the Broker, either separately or in common with other securities, for any amount due the Client's account(s), or for any greater amount, without retaining in the Broker's possession or control for delivery a like amount of similar securities.
- (11) The Broker is hereby specifically authorized to lend either separately or with other securities, to either itself or to others, any securities held by the Broker as collateral for my liabilities to Broker in my/our accounts.
- (12) Whenever in its sole discretion, the Broker considers it necessary for its own protection or in the event that a petition for bankruptcy or for the appointment of a receiver is filed by or against the Client's account(s), or in the event of the Client's death, the Client hereby specifically authorizes and empowers the Broker with the right to sell any or all securities in the Client's account(s), (whether carried individually or jointly with others) and herein pledged as collateral for the payment of any liability to the Broker in said account(s) (to buy any and all securities to cover for any short-selling in such account(s)), (to transfer moneys or securities from any one of the Client's account(s) to another, and to close any and all outstanding obligations or contracts, all without demand for security or additional security, notice of sale or purchase, or other notice or advertisement; it being its discretion and in the case of a sale at public auction or on a stock exchange, the Broker may be the purchaser for its own account. It is understood that a prior demand, notice or call or notice of the time and the place of such sale or purchase may be made by the Broker, it being further understood that the Client shall at all times be liable for the payment of any indebtedness or unpaid balances owing in any of the Client's account(s) together with interest, other acts herein provided, and that the Client shall remain liable for any deficiency remaining in such account(s) in the event of liquidation.
- (13) For the purpose of selling, buying or performing acts pursuant to the above paragraph, the Client hereby irrevocably appoints the Broker, its successors or assigns, the Client's attorney-in-fact with full power to sell, buy or act, for any account(s) (whether carried individually or jointly with others), to agree upon the price of securities, receipts, assignments of all my rights, title and interest to the purchaser(s) thereof, or such other instruments or documents as may be necessary and to deliver or accept delivery of the corresponding stock certificates and/or instruments of assignments. Furthermore, the Broker is hereby irrevocably authorized at its discretion to at any time cause all or any portion of the securities held under any of the Client's account(s), (whether carried individually or jointly with others) and herein pledged, to be transferred in the name of the Broker or its nominee, and the companies issuing the said securities, all transfer agents, representatives, or other entities on whose books or records the said securities are listed, are hereby authorized to make such transfer as may be required by the Broker, without the necessity of first obtaining the Client's consent, provided, however, that in the event of such securities being transferred into the name of the Broker or its nominee such transfers shall not be considered nor constitute an assignment or sale to the Broker. 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.
- (14) The monthly debit balance in the Client's account(s) shall be charged, in accordance with the Broker's usual custom with interest at a rate which shall include the average rate paid by the Broker on your loans during the period covered by such balances respectively, and any extra rates caused by market stringency, together with a charge to cover the Broker's credit service facilities. When not evidenced in a promissory note or other instruments of indebtedness said interest shall be charged upon daily debit balances as shown by the Broker's books, shall be payable monthly, and in the event it is not paid when due, the Broker may at the Broker's discretion add the same to the principal secured thereby, whereupon it shall become part thereof and shall bear interest at the same rate.
- (15) It is agreed that in the event of any controversy or litigation arising out of this Agreement, the Broker's books shall be final and conclusive evidence of the amount due to you. It is further agreed that this Agreement and any controversy arising thereunder, shall be subject to the provisions of the Constitution and the Rules and Regulations of the Philippine Stock Exchange, the Securities and Exchange Commission, the Exchange Clearing House, and the Customs and Usages of the foregoing. It being understood that the said provisions, customs and usages shall be for all intents and purposes be deemed an integral part of this Agreement. Furthermore, in the event of any controversy or litigation arising out of this Agreement, the Broker shall be entitled to reasonable compensation for attorneys fees and costs of collection, which shall not in any event be less than fifteen percent (15%) of the total amount of the Client's indebtedness then outstanding to the Broker. Finally, venue of any litigation shall be in the proper Court of Makati, the parties hereby waiving any other venue.
- (16) It is agreed that all communications, whether by mail, telephone, messenger or otherwise sent to the Client at the address as appearing in the Broker's records shall constitute personal delivery to the Client; it being understood that in the event of the Client's failure to notify the Broker in writing of any change of address, all communications shall be directed to said last known address appearing in Broker's records. It is further agreed that all communications sent to the Client's indicated address shall be conclusive as to their correctness. In absence of any written objection received by the Broker within twenty four (24) hours from the time the communication was sent to said address.
- (17) This Agreement shall continue until signed notice of revocation is received by or from the Client, and in the case of such revocation it shall continue to be effective as to the transactions entered prior thereto.

## TERMS AND CONDITIONS OF SAFEKEEPING AGREEMENT

The securities subject of this Agreement (the "securities") are received for the reason(s) herein stated only, and no other than those expressed herein. In case of any discrepancy, please notify WESTLINK GLOBAL EQUITIES INC. ("WGEI") within three (3) days from receipt. Any later objections will not be considered by WGEI.

When required by WGEI, a charge in accordance with WGEI's prevailing Safekeeping Charges will be applied each month, of fraction thereof during which the securities are held.

WGEI will give the securities the same degree of physical care that it gives its own property, but does not assume responsibility beyond that. WGEI shall not be liable for any loss or damage to the securities or impairment in their value except those directly caused by acts amounting to fraud or gross negligence. WGEI shall not be responsible for any form of damages or other liability arising from its performance of this Agreement.

The securities may be kept by WGEI in its offices or may be deposited with any depository at its discretion.

The securities will be held in custody at Client's sole risk as regards any laws, decrees, regulations or mandates, fortuitous events, and/or any act of war, warlike operations, seizure, destruction or impairment of property, promulgated and/or done by any government authority.

WGEI will be responsible for collection of coupons, interest or dividends only for securities purchased through WGEI and which remain registered in WGEI's name. WGEI also accepts no responsibility for the receipt and/or forwarding of any communication relative to securities which are no longer registered in its name.

WGEI shall comply with all laws, writs or judicial or administrative orders, processes or regulations without obligation to confirm or question the legality or constitutionality of such order, process or regulation. In the case of orders and processes, WGEI shall be authorized to act on the basis of documents or copies which support, and which WGEI at its discretion, believes to be genuine without any duty to ascertain their authenticity.

In all cases where WGEI is of the opinion that it will be subjected to any claim or demand for taxes, or be required to comply with any law, order, process or regulation, it may withhold payment of any sums due to Client until WGEI received an order or a satisfactory ruling from administrative authorities or from the courts which would allow the release thereof under circumstances which in WGEI's opinion foreclose the possibility of liability attaching to WGEI; for this purpose, WGEI may, for Client's account, seek the assistance of any lawyer, accountant or other experts.

Client agrees to reimburse WGEI for all expenses, including attorney's fees, and for all charges and taxes incurred or paid in good faith by it, or because of client's failure to comply with its obligations hereunder. Client further holds WGEI harmless from all claims, demands and liabilities which may be made against it. All sums due WGEI shall be payable on the due date without need of demand. Any of Client's unpaid accounts shall bear interest based on the average 91-day Treasury Bill rate computed from the time Client incur in delay until full payment, plus two percent (2%) per annum, without need of demand.

The securities shall be held or disposed by WGEI in accordance with the terms and conditions of this Agreement and any other agreement between Client and WGEI relating to the securities, or in the absence thereof, at WGEI's discretion, at Client's order, provided that WGEI shall have the right to retain the securities by any third person. WGEI shall notify Client of such claims and, at its discretion and without liability on its part, return the same or resort to the courts to interplead.

All deposits and withdrawals of all, some or any of the securities made by Client from WGEI's custody shall be signed and evidenced by appropriate receipts. Any receipt or acknowledgment signed by Client, his agent or representative is conclusive evidence of the delivery or withdrawal of the certificates of stock therein specified.

Venue of any action arising under this Agreement shall be in the proper courts of the Municipality of Makati, all other available venues of suit being waived.

This agreement shall take effect upon the confirmation of the purchase of the securities and shall continue in full force and effect until disposition thereof in the manner provided in this Agreement, unless otherwise terminated by either WGEI or Client by giving the other at least fifteen (15) days prior written notice of termination.

This Agreement, and deposits and withdrawals on this account is governed by and subject to the laws and applicable rules and regulations in effect from time to time in the Republic of the Philippines.

**Westlink Global Equities Inc.**

BY:

TITLE:

Client

NAME

SIGNATURE