

ONLINE SECURITIES TRADING AGREEMENT (v.09.20)

I/We (Client) hereby formalize and confirm the opening of an Online Securities Trading Account (Account) with COL FINANCIAL GROUP, INC. (COL) and agree to be bound by the following terms and conditions:

1. ONLINE BROKERAGE SERVICE AND APPOINTMENT AS ATTORNEY-IN-FACT.

- 1.1 COL, a Securities and Exchange Commission (SEC) licensed broker in securities and a trading participant in the Philippine Stock Exchange (PSE), shall act as broker for the sale and/or purchase of securities by providing clients with online brokerage services.
- 1.2 For the purpose of selling, buying, or performing other acts stated herein, the Client irrevocably appoints and constitutes COL, its officers, employees, agents, successors-in-interest, and/or assigns, as the true and lawful attorney-in-fact with full power and authority to execute buy or sell orders, lend or borrow securities, execute bills of sale, receipts, assignments of all rights, title, and interests to the purchaser/s thereof, and to deliver or accept delivery of the corresponding stock certificates or certificates of participation, and to do all other acts which COL may do or cause to be done in accordance with the powers herein conferred, all of which are hereby deemed ratified in all respects. COL shall be entitled to rely on any instruments, notices, and communications which COL believes to have originated from the Client and the Client shall be bound thereby.

2. ONLINE SECURITIES TRADING ACCOUNT (ACCOUNT).

The Client's Account enables the Client to personally execute buying and selling of securities using COL's trading platform subject to the prevailing rules of the PSE, SEC, other government agencies, and this Agreement. The Client may likewise post, modify, or cancel his orders by contacting COL's Customer Service helpdesk.

3. TRADING FEES.

In consideration of the foregoing, the Client hereby agrees to pay COL the following:

- 3.1 Commission fees at rates which may from time to time be communicated to the Client. The Client agrees that COL may change the commission rate at any time upon reasonable notice;
- 3.2 Transfer/settlement fees, depository/custodianship fees, and transaction fees;
- 3.3 In relation to the subscription and/or redemption of funds, all fees which may be imposed by the fund provider, including, among others, front-end fees, back-end fees, and trail fees; and
- 3.4 Stock transaction tax, VAT on commission, and any other government levies and duties imposed in relation to the above.

COL reserves the right to impose such other reasonable fees subject to prior notice to the Client.

4. CONDITIONS PRECEDENT, EFFECTIVITY.

The Account shall be opened upon: (i) submission of all forms and documents requested by COL; (ii) deposit of the minimum amount in the Account; and (iii) approval by COL of the application.

5. ONLINE TRANSACTIONS.

- 5.1 The Client may enter his orders through COL's online services by following the instructions provided in COL's website. Upon receipt of the orders for shares of PSE-listed stocks, COL shall forward the same to PSE for posting and if matched, execution.
- 5.2 All orders shall be deemed authorized and executed with the understanding that an actual purchase or sale is intended by the Client. It is the Client's obligation to verify his stock position and available funds prior to any purchase or sale.
- 5.3 The Client agrees that while online orders for PSE-listed securities are usually routed to the stock exchange within seconds from the placing of the orders, certain orders, at COL's discretion, may be subject to manual review and entry, which may cause delay in the processing of orders. The Client 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 COL's online system.
- 5.4 COL reserves the right to modify, cancel, or reject the Client's order in the following instances: (i) in case the buy order is in excess of the Client's available cash balance; (ii) in case the sell order covers securities in excess of the available securities in the Client's Account; (iii) in the discretion of COL, the order, if executed, may be in violation of any law, rule, and/or regulation (e.g. wash sale); (iv) in case of order cancellation or modification, the order is entered during pre-open or pre-close period; (v) there are technical issues preventing the execution of the order; (vi) the order was rejected or cancelled by PSE or, in case of investment of funds, by the fund provider, for any reason; (vii) the order violates or may violate COL's safety parameters; (viii) said modification, cancellation, or rejection is made to ensure fair and orderly trading; and (ix) other reasons analogous to the foregoing. The above notwithstanding, COL reserves the right to accept or reject orders entered during the market close period.
- 5.5 COL shall exert reasonable efforts to ensure that its online platform is secure and maintain reliability, operational integrity, and order integrity. Such measures may include, among others, instituting the necessary back-ups to reduce the disruption of online services. The above notwithstanding, the Client acknowledges that some or all of COL's online services may not be available at all times due to maintenance and/or computer telecommunication, electrical, or network failure, or any other reasons beyond COL's control. Further, the Client understands that there are attendant risks related to online transactions, including discrepancies in the data displayed and technical glitches, and accepts the same.

6. PURCHASE OF SECURITIES.

- 6.1 To process buy orders, the Client's Account must have available funds sufficient to cover the purchase price of the securities, the commissions, and all corresponding fees and taxes related to the purchase prior to the transaction. Any order inadvertently accepted and/or executed without sufficient funds may, at COL's discretion, be subject to cancellation or liquidation. The Client shall be responsible for all orders, including those which exceed the available funds in the Account. Any loss resulting from liquidation of securities purchased without sufficient funds shall be borne by the Client. Further, all unpaid balances in the Account shall be subject to interest charges at the rate of 12% per annum.
- 6.2 All purchased PSE-listed securities shall be lodged by COL with the Philippine Depository and Trust Corporation.
- 6.3 In the absence of any written instructions to the contrary, all securities shall be registered in COL's name as street certificates.

7. NO SHORT SALE OF SECURITIES.

Short sale of securities is not allowed. Any short sale inadvertently accepted and/or executed by the online system shall be subject to cancellation or liquidation at COL's discretion. The Client shall be responsible for all orders, including those which exceed the available stock positions in the Account.

8. PAYMENTS AND WITHDRAWALS.

- 8.1 All payments shall be made by cash, checks, bank drafts, or telegraphic transfers, which shall either be delivered to COL's office or deposited and credited to a designated bank account of COL. The Client's Account shall not be credited with any deposited funds until COL receives cleared funds in the amount stated in the deposit form, less bank charges, if any.
- 8.2 The Client shall immediately inform COL if funds are erroneously credited in the Client's Account. The Client further authorizes COL to: (i) debit the Account the necessary amount to correct the error; and (ii) at its discretion, cancel, or liquidate any transaction executed using erroneously credited funds. The Client agrees to shoulder all costs, losses, and damages in relation to the same.
- 8.3 Any request for cash or stock withdrawals from Client's Account shall be made in writing and delivered personally or sent to COL's office by messenger, telefax, or email. A request sent by fax or email to deposit any cash credit with a particular bank of choice indicating therein the name of the bank and account number shall be subject to COL's approval, provided, that the Client shall assume all the risks or losses that may result thereto.
- 8.4 In case of a joint account, the Client agrees that: (i) in case of withdrawal of funds, the check shall be made payable to the names of all account holders; (ii) instructions for "joint and" accounts should be signed by all account holders; (iii) in case of "joint or" accounts, while the instructions of one of the account holders shall bind all other account holders, the primary account holder, as identified in the initial Customer Account Information Form (CAIF), shall be the "senior" account holder whose instructions shall prevail over any conflicting instructions from the other account holder(s); provided, however, that COL reserves the right to require all account holders to sign any document/request; (iv) the Client holds COL free and harmless from any and all losses, damages, costs, penalties, fines, and taxes incurred as a result of action or inaction taken by COL in response to any instructions

given by parties believed by COL to be authorized or unauthorized to give such instructions; and (v) in case of death of any of the parties, the surviving party/ies may only withdraw funds from the Account or close the Account after submission of the required documentation to COL proving compliance with applicable estate laws and regulations.

9. DELIVERY OF CERTIFICATES.

Without abrogating any of COL's rights and subject to any indebtedness of the Client, COL shall, upon appropriate demand, deliver the fully paid certificates unless delivery is prevented by circumstances beyond COL's control.

10. INVESTMENT IN MUTUAL FUNDS AND TRUST FUNDS.

Subject to applicable laws and regulations, the Client may invest in mutual funds or unit investment trust funds available for subscription in COL's platform. In case the Client wishes to invest in said funds, the Client agrees: (i) to complete all documentation required; (ii) to be bound by the terms and conditions of each fund, including those governing subscription and redemption; (iii) to pay all fees in relation to the investment in the funds; and (iv) that all references to the word "securities" in this Agreement shall be deemed to include such funds, all references to "buy", "buying", and "purchase" of such securities shall be deemed to include subscription to such funds, and all references to "sale", "sell", and "selling" of such securities shall be deemed to include redemption of such funds.

11. WARRANTIES.

- 11.1 The Client shall: (i) use COL's online service only in accordance with this Agreement; (ii) be the only authorized user of COL's service; (iii) be solely responsible under any and all circumstances for the use and confidentiality of the User ID and trading password; and (iv) execute orders in compliance with the Securities Regulation Code (SRC), PSE, CMIC rules, and other pertinent laws, rules, and regulations.
- 11.2 The Client shall enter online orders using his own internet software which orders are unsolicited and shall be Client's sole responsibility. The Client agrees to protect the User ID and trading password and shall maintain the security of whatever system is used to connect to the internet. The Client acknowledges that COL has done everything reasonable to provide secure transactions over the internet and shall not be responsible for any security failure of the internet.
- 11.3 The Client acknowledges that COL offers various ways of accessing the Account and undertakes to exert reasonable efforts in using these alternate methods to communicate with COL.
- 11.4 The Client acknowledges that all content found in COL's website and in any document published or any seminar given by COL are protected by Philippine law. Any data access granted by COL is made under the condition that such data can be used solely for helping the Client make personal investment decisions. Any unauthorized selling or sharing of this information, whether or not for profit, or any use of the same contrary to this provision shall result in the closure of the Client's account without prejudice to the Client's liability under contract and law.
- 11.5 For the Client's convenience, COL coordinated with third-parties for, among others, the remittance and transmittal of documents or funds. The Client acknowledges that: (i) it is Client's decision whether or not to avail of said third-party services; (ii) said third-party providers may impose fees to be shouldered by the Client; and (iii) said third-parties are not agents of COL and COL shall be responsible for such documents/funds only upon COL's actual receipt of the

same and COL's responsibility for such documents/ funds shall cease upon transmittal of the same to the third-party provider designated by the Client.

- 11.6 The Client is aware that COL is a dealer in securities and complies with the "Customer First" policy as stated in the SRC.
- 11.7 In case of an in-trust-for (ITF) account, the Client warrants that the primary account holder: (i) is the legal guardian of the secondary account holder (child); (ii) is the owner of all assets to be placed in the Account; (iii) understands that he must notify COL if he wishes to transfer the assets in the account to the child, which transfer cannot occur earlier than when the child reaches legal age; (iv) agrees to shoulder any and all costs for such transfer, which may include trading fees; and (v) shall hold COL free and harmless from any and all losses, damages, costs, penalties, fines, and taxes incurred as a result of action or inaction taken by COL in response to any instructions given by the primary account holder in relation to the Account and the funds and/or securities therein.
- 11.8 In case the Client files a request to modify his individual (single) account, including an ITF account, to a joint account, the Client: (i) warrants that the request for modification was made solely to clarify the true ownership of the assets in the Account since the same was opened and not to circumvent any applicable laws and regulations; (ii) has complied with all laws in relation to the request, including, applicable tax laws and regulations; and (iii) holds COL free and harmless from any and all losses, damages, costs, penalties, fines, and taxes incurred as a result of action or inaction taken by COL in response to the request.
- 11.9 The Client understands that the processing of any requests with respect to the Account shall be in accordance with the procedures of COL, which procedures may involve the imposition of processing fees. COL reserves the right to implement, amend, and/or revoke such procedures at any time.

12. STOCK QUOTES AND RESEARCH INFORMATION.

The Client acknowledges that stock quotes, news, and research information which include technical charts and financial data displayed by COL are provided for informational purposes and for personal use only. These data are obtained from sources believed to be reliable. COL does not guarantee the accuracy of these quotes and information and 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.

13. NO INVESTMENT ADVICE.

The Client hereby acknowledges that COL will not and does not provide legal, tax, or accounting advice or advice regarding the profitability of a security or investment, that COL's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice.

14. AUTHORITY TO ATTEND & VOTE SECURITIES.

COL shall, from time to time, inform the Client of upcoming stockholders' meetings of issuers and/or fund providers. The Client may, in the form and manner prescribed by COL, inform COL of his intent to attend such meeting and vote his shares. Absent receipt by COL of such notice on or before the deadline specified, the Client hereby grants COL the authority to vote his securities as if owned by it.

15. AUTHORITY TO TENDER SHARES FOR DELISTING.

In case of a tender offer made pursuant to a proposed delisting, the Client authorizes COL, at its discretion, to tender the Client's shares of said stock on his behalf unless COL receives timely instructions from the Client to the contrary.

16. LIENS.

COL shall have a continuing security interest in all securities and other property held by or through COL or its affiliates, as security for all liabilities and performance of all obligations to COL. COL may apply or transfer securities and other property interchangeably between accounts in which the Client may have an interest, at any time and without notice given. In the event of a breach or default of this Agreement, COL 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.

17. SATISFACTION OF INDEBTEDNESS.

The Client agrees to satisfy any indebtedness without need for demand, and to pay any debit balance remaining when the OSTA is closed, partially or totally.

18. CONFIRMATIONS AND ACCOUNT STATEMENTS.

On 1 February 2007, SEC granted COL exemptive relief from Securities Regulation Code (SRC) Rules 30.2-2 and 52.1-8. Accordingly, COL shall furnish account statements and confirmations of all executed transactions on the day these are made by electronic mail sent to the email address appearing in COL's records. These shall be binding if no written objection is made by the next business day. The Client acknowledges that the validity of his objection to any such confirmation of transaction or account statement shall be determined solely by COL.

19. DISCLOSURES.

- 19.1 The Client shall strictly comply in a timely manner with all disclosure obligations as required under relevant laws, including, without limitation, Sections 18 and 19 of the SRC or amendments thereto, and its Implementing Rules and Regulations.
- 19.2 The Client understands that COL is a regulated entity and is required to disclose the Client's information, including any electronic recording of online transactions, when requested by SEC, other regulatory entities, the proper courts, and any other government office.
- 19.3 In order for COL to fulfill its obligations, COL may also provide listed companies and fund providers with personal information (as defined in the Data Privacy Act (R.A. 10173) and its implementing rules and regulations [collectively, "Data Privacy Act"]) regarding their respective stockholders and, their shareholdings in the listed company or fund provider. The Client may also enter into transactions which will require COL to disclose personal information to other entities for proper execution. These include, among others, disclosures to the Philippine Depository & Trust Corporation, for the creation of a name on central depository account in behalf of the Client.
- 19.4 The Client is aware that COL is registered with the United States Internal Revenue Service and understands that COL is required to comply with the Foreign Account Tax Compliance Act (FATCA), as amended from time to time, and its implementing rules and regulations, including the disclosure of Client information. Said disclosures may include but are not necessarily limited to: (i) the personal information of the Client; (ii) any information relating to the Account; and (iii) any information relating to any other accounts held by the Client with COL.

20. ASSUMPTION OF RISKS.

- 20.1 The Client fully accepts the risk for all orders entered and the trading decisions attendant thereto. The Client acknowledges that entering an order in his Account, whether online or otherwise, does not guarantee execution of the order, and as such, COL shall not be responsible for any order that is not executed.
- 20.2 The Client shall make his own investment judgments and decisions without reliance on COL and shall assume full and exclusive responsibility for all transactions in the Account. The Client agrees that COL shall have no liability in connection with any transactions in his Account, including his investment decisions.
- 20.3 The Client acknowledges that **THE PRICE OF SECURITIES CAN AND DOES FLUCTUATE, AND ANY INDIVIDUAL SECURITY MAY EXPERIENCE UPWARD OR DOWNWARD MOVEMENTS, AND MAY EVEN BECOME VALUELESS. THERE IS AN INHERENT RISK THAT LOSSES MAY BE INCURRED RATHER THAN PROFIT MADE AS A RESULT OF BUYING AND SELLING SECURITIES.**

21. LIMITATION OF LIABILITY.

- 21.1 COL, its affiliates, directors, officers, employees, and agents shall not be liable for losses resulting from a cause over which they 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 the internet service provider. COL shall not be responsible for: (i) any problems, technical or otherwise, that might prevent the Client from entering orders or prevent COL from executing orders; and (ii) any inaccuracies or errors or technical glitches that may cause delays in the handling of orders or presentation of market data.
- 21.2 COL, its affiliates, directors, officers, employees, and agents shall not be responsible 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 any of them, or from any consequences whatsoever, save and except where such loss, damage or cost is suffered as a direct result of its gross negligence or willful misconduct.
- 21.3 The Client agrees not to hold COL, its affiliates, directors, officers, employees, and agents liable whatsoever for losses or damages resulting from any failure of 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, the Client hereby agrees that COL or the PSE may discontinue the online services provided herein without prior notice.
- 21.4 PSE, its directors, officers, and employees shall not be liable to the Client for any and all damages directly or indirectly suffered as a result of the use or availment of COL's online brokerage services.

22. CHANGE IN CIRCUMSTANCES.

- 22.1 The Client warrants that all information provided by him to COL, including data indicated in the CAIF, is true, complete, and accurate. The above notwithstanding, COL retains the right to verify the same from whatever sources it may consider appropriate. Any misrepresentation regarding the Client's status shall be a ground for termination of the Client's account.
- 22.2 The Client undertakes to inform COL of any changes in the information provided in his CAIF, including a change of his status from non-U.S. Person to U.S. Person as defined

under FATCA, and furnish COL all necessary documentation within thirty (30) days from the change thereof without need of demand. In case the Client acquires the status as a US Person and fails to submit all required documentation or information to COL within the required time periods, COL has the right to withhold payments on the Account in accordance with FATCA and/or close the Account.

- 22.3 The Client acknowledges that it is his responsibility to keep his information, including identification cards and residency-related documents, with COL current and assumes all responsibilities for failure to do so. COL reserves the right to, among others, retag the Account, which may subject the Account to higher fees or taxes, based on the current information on the Client. In the absence of any change, the Client shall update his account information once every two (2) years or as may be requested by COL.

23. PROCESSING OF INFORMATION.

The Client authorizes COL to process, without need of prior notice, any and all information relating to the Account in connection with: (i) the opening, facilitating, monitoring, improving the quality of, or otherwise servicing the Account and such other products, services, and facilities availed by the Client; (ii) the establishment or continuation of products, services, and facilities by COL; and (iii) compliance by COL with legal, regulatory, or other obligations. Such processing may be conducted for the duration and even after the cancellation of the Account. The Client likewise authorizes COL to process, disclose, and share his personal information to its relevant marketing teams in relation to COL's marketing efforts. As used herein, "COL" shall include COL, its subsidiaries, affiliates, or related companies and COL's agents, representatives, outsourced service providers, while "process" and "processing" shall have the meaning ascribed to them under the Data Privacy Act.

24. DORMANT AND INACTIVE ACCOUNTS.

The Client acknowledges that COL has the right to impose reasonable charges if the Account is classified as either Inactive or Dormant. Inactive accounts are accounts without any trading transaction for more than one (1) year while Dormant accounts are accounts without any trading transaction for more than three (3) years.

25. MISCELLANEOUS PROVISIONS.

- 25.1 *Type of Account.* Unless otherwise agreed upon the parties, the Account shall not be a discretionary account.
- 25.2 *Consent to Recording.* The Client authorizes COL to record or cause the recording of any communication between the Client and any of the officers, employees, agents, or representatives of COL made in connection with this Agreement or any actual or potential transaction in relation thereto. COL may further use such recording in any manner that it may deem fit.
- 25.3 *Fortuitous Events.* COL shall not be, and the Client agrees not to hold, COL 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.
- 25.4 *Binding Effect.* This Agreement shall be binding upon the Client's heirs, executors, administrators, personal representatives, and assigns. This Agreement shall inure to the benefit of COL's present organization and any successor organization.
- 25.5 *Entire Agreement, Waiver, and Amendments.* This Agreement contains the entire understanding and agreement between the Client and COL concerning the subject matter hereof. The Client may not assign his rights

and obligations hereunder without COL's prior written consent. The above notwithstanding, COL may modify the terms of this Agreement upon notice. The continued use of COL's services following receipt of notice will constitute the Client's acceptance of the amendments. Should the Client not accept the modification, the Client must notify COL in writing to terminate the Account.

- 25.6 *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.
- 25.7 *Capacity to Contract.* The Client represents and warrants full legal capacity and authority to enter into and be bound by this Agreement.
- 25.8 *Notices.* All notices to COL shall be sent to: 2403-B East Tower, Philippine Stock Exchange Centre, Exchange Road, Ortigas Center, Pasig City, 1605 Philippines. Unless otherwise advised, and subject to the provisions of this Agreement, all notices to the Client shall be sent to the email or the mailing address as indicated in the CAIF.
- 25.9 *Email and Facsimile Instructions.* Subject to the following conditions, and for the Client's convenience, COL has agreed to accept from the Client certain instructions sent through electronic mail and/or facsimile without requiring submission of originally signed documents: (i) the Client is aware of the risks involved in sending email or facsimile instructions and acknowledges that these are not secure means of communication; (ii) the Client authorizes COL to act on such instructions which in COL's sole discretion it believes originated from the Client, agrees to be bound by such instructions, and holds COL free and harmless from all actions, proceedings, claims, losses, damages, costs and expense in connection with COL's compliance with said instructions; (iii) the Client acknowledges that COL retains the right to refuse to act upon such instructions if it has any reason to doubt the authenticity of the same or the authority of the person providing such instructions; and (iv) the above notwithstanding, COL, at its discretion, retains the right to require the Client to submit originally signed documents.
- 25.10 *Disputes.* In case of any dispute arising from or in connection with this Agreement or its proper interpretation, the Client shall first try to resolve the same with COL amicably and in good faith. Should the parties fail to resolve any such dispute within two (2) months from the date of written notice by one party to the other, the exclusive venue for any suit arising from this Agreement shall be the proper courts of Pasig City, Philippines.
- 25.11 *Costs of Collection.* The Client authorizes COL to charge the Account for any reasonable direct or indirect costs of collection, including but not limited to attorney's fees, court costs, interest, and other related expenses.
- 25.12 *Governing Law.* All transactions in the Account, as executed by COL or its agents, including its subsidiaries and affiliates, shall be subject to the constitution, rules, regulations, customs and usages of the PSE, its clearinghouse, and the applicable fund provider, if any. The transactions shall likewise be subject to the provisions of all applicable laws, including Philippine securities laws, rules of the PSE, CMIC, and clearing agency and other pertinent laws, rules, and regulations. The Client understands that he shall be held liable for any breach of such laws, rules, and regulations. All matters pertaining to the interpretation and implementation of this Agreement and all disputes arising therefrom shall be exclusively governed by and construed in accordance with Philippine law.

- 25.13 *Cancellation of the Account.* The Client may close the Account any time and for any reason by giving COL written notice to such an effect. COL may close the Account for valid grounds such as (i) violation of the provisions of this Agreement or other contract between the Client and COL; (ii) the conduct of any misrepresentation in relation to the Account, COL, or the Client's relationship with COL, (iii) violation of any policy or procedure imposed by COL, (iv) unprofessional conduct or behavior towards any director, employee, or duly authorized representative of COL, (v) those prescribed by the PSE, SEC, CMIC, or applicable law or jurisprudence, (vi) the Account having zero balance, or (vii) for any other similar or analogous grounds. In case of such closure, COL 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 COL may be required to withhold under existing local and U.S. legislation and amounts which the Client may owe to COL. The cancellation of the Account shall not affect any rights, obligations, and liabilities of the Parties which have accrued as of the date of such termination.