

Maybank ATR Kim Eng Securities, Inc.
 Member: Philippine Stock Exchange, Inc. and SIFP
 9/F Tower One & Exchange Plaza Ayala Triangle, Ayala Avenue
 Makati City, Philippines 1226

Telephone: +63(2)625-5888 or +63(2)328-5888
 Fax: +63(2)846 26 11
 Email: support@maketrade.com.ph
 Website: www.maketrade.com.ph

MAKETRADE CORPORATE ACCOUNT INFORMATION FORM

Corporate Name:	Account Type: <input type="checkbox"/> Cash <input type="checkbox"/> Margin
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Office Address:

TIN Number:	Email Address:	Telephone No.:	Mobile No.:
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SEC Registration No.:	Nature of Business:	Industry/Sector:	Years in Operation:
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Date of Incorporation:	Sources/Countries of Origin of Funds:	Country of Incorporation:	% Ownership by U.S. Persons:
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Bank Information:

Bank Account Name:	Bank Account Number:	Bank Name:	Bank Branch:
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Financial and Investment Profile of the Corporation: *(Please check the appropriate boxes)*

Investment Objective	Net Worth / Capital	Net Annual Income	Assets
<input type="checkbox"/> Preservation of Capital <input type="checkbox"/> Growth <input type="checkbox"/> Long-term Investment <input type="checkbox"/> Others (please specify) <input type="checkbox"/> Speculation	<input type="checkbox"/> Less than P500,000 <input type="checkbox"/> P5MM - P25MM <input type="checkbox"/> P500,000 - P1MM <input type="checkbox"/> P25MM - P40MM <input type="checkbox"/> P1MM - P5MM <input type="checkbox"/> Over P40MM	<input type="checkbox"/> Less than P500,000 <input type="checkbox"/> P5MM - P25MM <input type="checkbox"/> P500,000 - P1MM <input type="checkbox"/> P25MM - P40MM <input type="checkbox"/> P1MM - P5MM <input type="checkbox"/> Over P40MM	<input type="checkbox"/> Less than P500,000 <input type="checkbox"/> P5MM - P25MM <input type="checkbox"/> P500,000 - P1MM <input type="checkbox"/> P25MM - P40MM <input type="checkbox"/> P1MM - P5MM <input type="checkbox"/> Over P40MM

Do you have an account with another broker?:	<input type="checkbox"/> YES <input type="checkbox"/> NO	Please list broker name/s:
Are any of the officer or employee an officer or director of a PSE listed company?:	<input type="checkbox"/> YES <input type="checkbox"/> NO	Company Name:
		Position Held:
Are any of the officer or employee an officer, director or shareholder of another broker dealer?:	<input type="checkbox"/> YES <input type="checkbox"/> NO	Broker/Dealer Name:
		Relationship:
Do you want to duplicate the confirmation letter?:	<input type="checkbox"/> YES <input type="checkbox"/> NO	Name of Recipient:
		Relationship:
		E-mail Address:

How did you learn about MakeTrade?

Print ads TV/Radio ads MakeTrade website PSE advertisement Newsletter/EDM Online search Other _____
 Blogs Banner ads MakeTrade seminars Other seminars Social Media Referred by: _____

Specimen Signature: *For Corporation/Partnership Account Authorized Signatories (Please attached new sheet if there are more than three (3) signatories)*

Full Name:	1. _____	2. _____	3. _____
Position:	_____	_____	_____
Signature (1):	✓ _____	✓ _____	✓ _____
Signature (2):	✓ _____	✓ _____	✓ _____

All Email Announcements

All notices sent by MakeTrade, including trade confirmations and statements of account will be sent to the designated email address .

For Maybank ATR Kim Eng Securities, Inc. Employee Use Only

<input type="checkbox"/> Client Due Diligence	Commission Rate:	Trading Limit:	Margin Limit:
I hereby certify that I have conducted a face to face interview with the client and have verified the information in the CAIF as true and correct to the best of my knowledge and belief.		Risk Management	
Salesman/Agent	Date	Date	
Date Opened:	Created in the System by:	Reviewed by:	Approved by:

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MAKETRADE CORPORATE ACCOUNT OPENING REQUIREMENTS

The following documents are required of Corporations incorporated and registered in the Philippines:

- Copy of the Company's Articles of incorporation and By-Laws
- SEC Certificate of Registration of Articles of Incorporation and By-Laws indicating Company Registration Number and TIN
- Board Resolution/Secretary's Certificate authorizing the company to open an account with Maybank ATR Kim Eng Securities Inc., to buy and sell shares and list of persons authorized to give orders(Original Copy)
- Board Resolution/Secretary's Certificate of the list of signatories authorized to endorse certificate and sign all forms/documents and request with their specimen signature (original copy)
- Last three (3) years Audited Financial Statement (Certified by Corporate Secretary)
- Two (2) Valid photocopies of Identification card of Authorized Signatories and Corporate Secretary;
- Latest General Information Sheet (certified by Corporate Secretary)
- BIR Certificate of Registration (Certified by Corporate Secretary)
- Business Permit (Certified by Corporate Secretary)

The following documents are required of Partnership / Associations registered in the Philippines

- Articles of Partnership/Association
- SEC Registration of Articles of Partnership
- Latest Audited Financial Statement
- BIR Certificate of Registration (Certified by the Partner)
- Business permit (Certified by the Partner)

The following documents (duly authenticated and consularized by the Philippine Consul in their respective countries) are required of foreign corporations:

- Board Resolution/Secretary's Certificate to open an account with Maybank ATR Kim Eng Securities Inc. specifying the Authorized Signatories of the Company and Authorized Officers to give orders;
- Copy of Certificate of Incorporation
- Copy of Memorandum and Articles of Association (and By-laws where applicable);
- Latest Audited Financial Statement; and
- Photocopy of at least 2 Valid Identification Cards (passport) of the Authorized Signatories.
- TIN and Latest General Information Sheet for Foreign Corporations registered to conduct business in the Philippines (where applicable)

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MAKETRADE ONLINE SERVICE AGREEMENT

I hereby consent and agree to the terms and conditions of Maybank ATRKE, as set forth in this Securities Trading Service Agreement (the "Agreement").

1. Definition of Terms

"Account" means the client account maintained by me which Maybank ATRKE may be instructed, from time to time, to purchase, sell, and hold Investments; "Clearing House" means the Securities Clearing Corporation of the Philippines (or "SCCP") or any clearing house appointed by the Philippine Stock Exchange ("PSE") "Confirmation Receipt" means the confirmation receipt issued by Maybank ATRKE specifying the details of the Investments purchased or sold on my behalf; "Dormant or Dormant Account" refers to an account that has been inactive for a period of three (3) years or more;

"Inactive or Inactive Account" refers to an account that has not been traded for a period of one (1) year; "Instructions" shall have the meaning ascribed thereto in Section 3;

"Investments" means shares, stocks, bonds, debentures, certificates of deposit, and other securities of every type and description and other property and investments which I may, from time to time, instruct Maybank ATRKE to purchase, sell, and hold;

"Market Data" refers to provision and receipt of any equities market data, price quotations, indices, corporate disclosures, historical data and other information relating to the trading of listed securities in the PSE through PSE's various product offerings;

"Maybank ATRKE" shall refer to Maybank ATR KimEng Securities, Inc., a securities brokerage company licensed by the SEC to engage primarily in and to carry on the business of stock and share brokers, dealers and securities of financial agents in all transactions relating to the sale, transfer, mortgage or underwriting of every description of stock, notes, debentures, bonds, obligations, commodities, and other debtor equity securities and all transactions and negotiations on commission otherwise relating to such business and to do all activities directly connected therewith or incidental thereto;

"Online Trading Facility" refers to the electronic services offered by Maybank ATRKE, where its customers may perform various transactions set forth herein, by using their personal computers or mobile phones where internet access is available;

"OSB Application Software" means; Online Service Bureau Application Software

"Password" refers to the alphanumeric or numeric ID that the account holder nominated to access the Online Trading Facility services; "PDTC" means Philippine Depository and Trust Corporation; "PSE" means the Philippine Stock Exchange, the official stock exchange in the Philippines;

"Terms and Conditions" means the terms and conditions as set out in the Client Account Particulars and these Terms and Conditions set forth in Part B of this Agreement, as the same may be amended from time to time;

"Settlement Date" means the day not later than 11:00 a.m. of the third trading day after the transaction date; "Trading Day" means a day on which the Philippine Stock Exchange is open for official trading transactions; "Trading Pin" means six (6) numeric characters used by the client in confirming orders and trades

"SRC" means the Securities Regulation Code of the Philippines;

"High Risk Securities" means securities of companies with neither a track record of profitability nor any obligation to forecast future probability. There may be risks arising out of the emerging nature of such companies and the business sectors or countries in which such companies operate. High risks are associated with trading derivatives, like options and warrants. A high investment risk may be attached to any investment therein;

"I" and "My" refer to the accountholder/s of the account; and

"Website" means sites used and/or authorized by Maybank ATRKE.

2. Interpretation

The headings in this Agreement are inserted for convenience of reference only and shall not limit or affect the construction of the provisions hereof. Unless the context otherwise requires, words denoting the singular number shall include the plural and vice-versa, and words denoting persons shall include individuals, corporations, partnerships, joint ventures, trusts, unincorporated organizations and any government institution or any political subdivision, agency or instrumentality.

References to Sections, Schedules, and Annexes are to be construed as references to the Sections, Schedules, and Annexes or to this Agreement. References to any document or agreement, including this Agreement, shall be deemed to include (i) the schedules and exhibits thereof and thereto which are attached and made an integral part thereof, and (ii) references to such document or agreement as may be amended or modified from time to time in accordance with its terms, but only to the extent such amendments and other modifications are not prohibited by the terms thereof or of this Agreement, unless otherwise indicated. References to any party to this Agreement or any party to any other agreement shall include its successors or permitted assigns, and in the case of governmental persons, persons succeeding to their respective functions and capacities.

3. Instructions

3.1 I hereby irrevocably constitute Maybank ATRKE or any duly authorized agents as my true and lawful attorney-in-fact, for and in my name, place and stead, to purchase and sell Investments for, or deal with moneys in, the Account, or perform any other transaction relating to the Account upon our verbal or written instructions (the "Instructions"). Upon receipt of the Instructions, Maybank ATRKE shall, so far as it considers reasonably practicable, purchase and/or sell Investments in accordance with those Instructions, provided always that (i) any such dealings do not contravene any applicable laws of the Republic of the Philippines, or regulations of the PSE, and (ii) Maybank ATRKE shall have absolute discretion to accept or reject Instructions to purchase Investments on my behalf. I understand that the Philippine stock market is a rapidly changing market and there is an inherent risk in incurring loss in share dealing.

3.2 Any and all Instructions for the purchase or sale of Investments shall be binding on Maybank ATRKE only upon the issuance by Maybank ATRKE of a Confirmation Receipt, in writing or electronically through email or the Website.

3.1 Maybank ATRKE will use its best efforts to provide me with monthly statements (in such form as Maybank ATRKE shall determine) setting forth (1) a list of the Investments, if any, held in my behalf, and (2) details of all transactions entered into in relation to the Account since the date of the preceding statement, if any, and containing such further information as shall be relevant.

3.2 I hereby agree that all securities which were purchased shall be lodged by Maybank ATRKE with the Philippine Depository and Trust Corporation, and in the absence of any written instructions to the contrary, securities purchased shall be registered under Maybank ATRKE's name as street certificates.

4. Custody

4.1 Unless otherwise specified by me in writing, and unless payment is received within three (3) Trading Days from the date of Issuance by Maybank ATRKE of the Confirmation Receipt, Maybank ATRKE shall hold, register and record the Investments or any portion thereof in its name or in the name of any of its duly authorized agents.

4.2 The custody of the Investments shall be further subject to the conditions of the safe custody services of Maybank ATRKE and the terms of any credit facilities made available by Maybank ATRKE to me.

4.3 In the event of any liability on the part of Maybank ATRKE, or its duly authorized agents as a result of holding the Investments in my behalf, Maybank ATRKE or its duly authorized agents may in its sole discretion, transfer the same to me or as I may direct. I agree to indemnify, defend and hold Maybank ATRKE and/or its duly authorized agents free and harmless from any and all claims, liabilities, losses, damages, and expenses of any nature arising directly or indirectly from claims of third parties which may be asserted in respect of any of the Investments purchased, sold or deposited with or by Maybank ATRKE or its duly authorized agents, or against Maybank ATRKE or its duly authorized agents by reason of its holding or having received or held such Investments for my benefit or account.

4.4 I hereby authorize Maybank ATRKE to deposit any of the Investments in unregistered form with any depository selected by Maybank ATRKE, provided, that upon my call for the delivery of any Investment, Maybank ATRKE shall be bound to deliver identical or similar Investments held by or in the name of Maybank ATRKE or any of its duly authorized agents.

5. Agents

I authorize Maybank ATRKE to employ agents to perform all or part of the duties under this Agreement and to provide information regarding the Account to such agents. Maybank ATRKE, upon my prior written notice, at my own expense, seek and act on an opinion from any lawyer, accountant or other expert and shall not incur any liability by acting upon such opinion.

6. Associated Companies

Maybank ATRKE may purchase and/or sell Investments on my behalf by placing orders with any other company or client associated with Maybank ATRKE whether acting as underwriters, investment managers, merchant or commercial banks, brokers, dealers, or otherwise, or with any other broker or dealer as Maybank ATRKE in its sole discretion may decide.

7. Transactions

7.1 Maybank ATRKE may purchase and/or sell Investment outside the PSE in which the Investments or any portion thereof are normally traded.

7.2 Maybank ATRKE, as a member-broker of the PSE, shall disclose to me in all instances when it effects a transaction on the PSE when it is acting for its own account or the account of an associated person or on account with respect to which it exercises investment discretion or before the completion of the transaction in accordance with Section 34 of the SRC. I further understand that I face a loss of securities if I specifically authorize Maybank ATRKE to pledge my securities or subject such securities to liens of third parties

7.3 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.

7.4 I am fully aware that all investments including securities involve risk. In particular, investments in low priced (speculative) securities, initial public offerings, or options may entail an increased risk of loss and, thus, may not be suitable to all investors. Losses may wipe out the principal amount that I have invested. Additionally, the performance of a security does not guarantee future results or returns. I hereby undertake to conduct my own research and study on the trading of securities before commencing any trading activity. I also understand that all of my orders are based upon my own investment decisions, and are unsolicited and my sole responsibility, and I will not hold, nor seek to hold Maybank ATRKE or any of its officers, directors, employees, agents, subsidiaries or affiliates, liable for any costs, losses, damages, fines, penalties, and taxes which may arise out of the exercise of Maybank ATRKE's powers and functions duly authorized. I further agree that, any investment decision that I make or investment strategy that I will utilize will be undertaken by me at my sole discretion and at my own risk.

7.5 Short sale of securities is not allowed and I hereby agree not to place any order without the corresponding position in my Account. Any short sale inadvertently accepted and/or executed by the online system without the corresponding stock position in the Agreement shall be subject to immediate cancellation or liquidation at Maybank ATRKE's sole discretion and cost associated with such shall be for my account. I shall be responsible for all orders, including those which exceed the available stock positions in the Agreement.

8. Payment

8.1 Maybank ATRKE shall not be obliged to make any payment on my behalf except out of funds held by Maybank ATRKE on my behalf. Transactions for the purchase and/or sale of Investments on my behalf may be effected in any currency agreed upon by the parties.

8.2 I shall pay Maybank ATRKE on demand such amounts to enable Maybank ATRKE to discharge any liability incurred or to be incurred in connection with transactions effected or to be effected for the Account. Should I fail to pay such amounts, Maybank ATRKE may, in its sole option and without need of notice or demand, sell or otherwise dispose of the Investments giving rise to my liability.

8.3 I shall likewise reimburse Maybank ATRKE any and all costs, expenses and damages incurred in connection with the transactions set forth in Section 8.2 above. Any provision in this Agreement to the contrary notwithstanding, any demand for payment by Maybank ATRKE hereunder may be made verbally and shall be deemed made on the date of first demand for such payment.

8.4 Payments made by me by check shall have the effect of payment only when the same has been cleared by the drawee bank.

8.5 I shall pay interest on any unpaid amounts with respect to the Account at such rate which is five percent (5%) per annum over the average 90-day Philippine Treasury Bill rate for the applicable period from the due date for payment of such amounts until receipt of the same by Maybank ATRKE.

8.6 Maybank ATRKE may from time to time require me to place deposits with Maybank ATRKE in such sums equivalent to the value of Investments to be purchased under the Account. Should I fail or refuse to place such required deposit, Maybank ATRKE shall be entitled to refuse to carry out the Instructions.

9. Settlements

9.1 I hereby agree that all Investments purchased will be settled not later than 11:00 a.m. of the third trading day after transaction date, or the Settlement Date. Only Investments that have been paid by me, in full, on Settlement Date shall be recorded under my name. Should I delay in the payment of the Investments that I have ordered, Maybank ATRKE will impose interest charges at the prevailing interest rate and penalties for every day of delay. In the event of my failure or delay in payment, I shall solely bear the risk of any upward or downward fluctuation in the market price, until such time that the Investments are actually sold or disposed of.

9.2 I hereby authorize Maybank ATRKE to sell, at its own discretion, all or a portion of my Investments. I further guarantee that the Investments will be free from any and all liens and encumbrances to cover unpaid orders or balances, without prejudice to Maybank ATRKE to avail any available of any legal rights to collect the remaining liability from me.

9.3 Unless T+3 settlement or margin has been approved by Maybank ATRKE, it is hereby understood that all orders for the purchase of Investments will be on cash basis. In order to avail of the services herein and in order to purchase the Investments, I hereby agree to maintain sufficient funds in my account to cover the purchase price of the Investments, Maybank ATRKE's commission, and all the applicable costs attributable to me as the buyer.

9.4 If I process an order without sufficient funds available in the Account, my payment via wire, personal check, cashier's check or money order should be made payable to Maybank ATRKE on or prior to 11:00 a.m. of the Settlement Date, otherwise such order will not be carried out. It is hereby agreed that Maybank ATRKE may liquidate my Account, without notice to me, if it has not received payment from me by Settlement Date. In the event that my account is liquidated, I will be liable for any resulting losses and all associated costs incurred by Maybank ATRKE by reason of such liquidation.

9.5 I hereby authorize Maybank ATRKE to receive dividends on my behalf. Maybank ATRKE will credit to my Account or issue a check payable to me within thirty (30) days after the payable dates of such dividends. I will also be notified of any subscription rights received by Maybank ATRKE for my account.

10. Online Trading Facility

The Terms and Conditions for the Online Trading Facility are incorporated by reference herein and are made an integral part of the general Terms and Conditions as if fully set forth herein:

10.1 I hereby agree that I shall not copy, or allow copies of the OSB Application Software to be made, nor directly or indirectly, export or re-export, or knowingly permit the export or re-export of any unauthorized copy thereof, nor will I attempt to create or recreate the source code, re-engineer or reverse engineer, disassemble or decompile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile, in whole or in part, the OSB Application Software. In addition, I shall not sub-license, lease, assign, or sub-delegate their access privileges, to the OSB Application Software to a third party. I also undertake to immediately notify Maybank ATRKE if I become aware of any unauthorized alterations, modifications, and similar actions described above being perpetrated or has been perpetrated by another person or entity.

10.2 All Market Data and other information in this Website are the exclusive property of the PSE, and all copyrights and other property rights therein belong to PSE. Any unauthorized copying, website framing or deep-linking, downloading and re-transmission of the PSE Market Data is strictly prohibited. I hereby acknowledge that, the software or webpages that displays the PSE Market Data belong to Maybank ATRKE or to the PSE. Thus, all Market Data received or posted in this Website shall be used solely for display and should not be copied, reproduced, re-transmitted or used in any way which violates such limited use, either directly or indirectly. I shall not transmit, distribute, redistribute, disseminate or make available to any third party the PSE Market Data received pursuant to this Agreement, nor shall I permit, authorize, or cause any third party to sell or offer to sell PSE Market Data using the third party's brand, trademark or name. I shall not use for commercial purposes any derivative work created from the PSE Market Data nor shall I allow servers of third parties to connect to the system for the purpose of receiving the PSE Market Data.

10.3 I acknowledge that I am solely responsible for any and all orders placed electronically in my Account(s). I understand that Maybank ATRKE provides no tax, legal, accounting, or investment advice of any kind, or any opinion on the nature, potential profitability or financial soundness of a particular security transaction. It is further understood that Maybank ATRKE does not warrant the accuracy of any financial or investment information or services provided herein and I hereby undertake to conduct my own investigation or study with respect to my investments.

10.4 I agree that, as a condition of using the Online Trading Facility, I shall notify Maybank ATRKE within twenty-four (24) hours from the time that I should have become aware of the existence of any of the following:

- (1) Any loss or theft of my username or Password - unauthorized use of my user name, password and security pin shall be for my account until after its loss or theft has been officially reported to Maybank ATRKE as provided for in Section 10.7;
- (2) I placed an Instruction through the Online Trading Facility and I have not receive an accurate acknowledgement from Maybank ATRKE of my order instruction or its execution;
- (3) Any receipt of confirmation of a transaction done which I did not instruct, or any unauthorized access of my Password or username; or
- (4) I have received any inaccurate information in my account balances, securities positions, or transaction history.

It is hereby understood that should I fail to immediately notify Maybank ATRKE within twenty-four (24) hours from my knowledge of such occurrence, I hereby release Maybank ATRKE, its officers, directors, employees, agents, or representatives, of any liability from claim with respect to the handling, mishandling, or the loss of any Instruction. In all of such cases, Maybank ATRKE reserves the right to determine the validity of my objection to a transaction arising from the above mentioned occurrences and similar instances.

10.5 I shall open and maintain an online account in order to access the Online Trading Facility, which I shall use for the purposes of buying, selling, trading or dealing orders for the Investments. I shall execute the Client Account Particulars provided by Maybank ATRKE, and submit the same for approval of Maybank ATRKE. Upon approval of my application, I shall immediately create a Password and a Trading Pin to enable me to place orders and access account information through the Website. I am the sole and exclusive owner and the only authorized user of such password and accept sole responsibility for its use, confidentiality and protection of the password as well as for all orders, account history and particulars, and other information entered into my account using such Password. Any account profile change allowable online is as good as if I signed it on my Client Account Particulars. In assigning/creating a password, I agree to use a password containing alphanumeric and special characters for purposes of strengthening the security of such password. I shall avoid using simple words or events directly associated with me as these are easy to crack.

The online transactions are permitted through the Online Trading Facility only after authentication of my Password and Trading Pin. After the Password and the trading pin would have been authenticated, Maybank ATRKE shall have the authority and will rely on such authority to undertake the transactions in accordance with the Instructions.

10.6 I agree to assume full responsibility for all transactions made in my accounts through the use of my Password and Trading Pin. As a security and protection, I agree not to divulge to nor share with anyone (including employees of Maybank ATRKE) my Password and trading pin. It is hereby understood that, Maybank ATRKE shall conclusively presume that any transaction that was effected using my Password and trading pin are undertaken by or authorized by me. For the avoidance of doubt, it is understood that Maybank ATRKE does not have the obligation to verify or confirm the authenticity of any transaction received from me or purporting to have been made by me, using the authenticated and verified Password and trading pin. I shall undertake all necessary measures to prevent other parties from unauthorized access to the services using my Password or trading pin. I further undertake to cooperate with Maybank ATRKE in defending and indemnifying Maybank ATRKE against any liability, costs or damages arising out of claims or suits based upon or relating to such unauthorized access and use.

10.7 I further agree and undertake to change my Password from time to time as I deem necessary, and should I feel that my Password and/or Trading Pin has been compromised in any way, I shall immediately notify Maybank ATRKE in accordance with Section 10.4 of this Agreement, and correspondingly change my Password and/or Trading Pin through the Online Trading Facility password change module. Any unauthorized use of such Password and Trading Pin shall be for my account until after I have reported such loss or theft to Maybank ATRKE and followed by submission of a signed and notarized affidavit of loss. Nothing in this Agreement constitutes an express authority on my part to divulge to, share with or authorize other parties to use my password and trading pin.

10.8 I understand that I have an option to open a Trade Settlement Account with []. In the event that I have an existing deposit account with [], it may be designated as a regular and as a Trade Settlement Account at the same time.

10.9 I understand and agree that, at any time, Maybank ATRKE has the authority, at its sole discretion, and without notice to me, to restrict, cancel, or suspend trading on the Online Trading Facility. Maybank ATRKE reserves its rights, under certain circumstances, to deny my access, suspend the processing of my Instructions or to terminate my account, if it has reasonable basis to believe that my Account has been compromised, and take the necessary measures to maintain or restore security or performance to the Online Trading Facility.

10.10 I agree and understand that in no event shall Maybank ATRKE be liable for any loss or damage of whatever nature in connection with the implementation of online transactions in the following instances:

- (i) disruption, failure or delay relating to or in connection with the access to Online Trading Facility which are due to circumstances beyond the control of Maybank ATRKE or fortuitous events such as but not limited to prolonged power outages, breakdowns in computers, software, operating systems and telecommunications facilities, failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems including the inability to connect with my internet service provider, severe weather, earthquakes, floods or other such events;
- (ii) loss or damage arising out of any fraudulent access or utilization of the Online Trading Facility services due to theft or unauthorized disclosure of Password, with or without my participation;
- (iii) or inaccurate, incomplete or delayed relay of information due to disruption or failure of any communication facilities used in accessing the Online Trading Facility or due to errors or disruptions in the information or telecommunication networks, internet failure or software or hardware failures; or
- (iv) for failure or delay in performance of any obligation herein caused by events beyond the reasonable control and without fault or negligence of Maybank ATRKE, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, and governmental restrictions.

10.11 I understand that the speed by which my orders get posted to the Philippine Stock Exchange (PSE) board is largely dependent on the bandwidth of my internet connection among others. I shall therefore hold Maybank ATRKE free and harmless for any trade executed on my behalf at a price other than the prevailing price when I may have entered my order(s) online as well as its non-execution especially where prices have moved against my favor.

10.12 I agree that Maybank ATRKE can temporarily or permanently discontinue access to the Online Trading Facility, without prior notice to me in order to carry out any system maintenance, repairs or upgrades. I also agree that Maybank ATRKE may, at any time and from time to time, without prior notice to me, vary, change, modify or enhance the Website or any of its pages and features, which changes, modifications or enhancements will be deemed part of this Agreement.

10.13 I understand that Maybank ATRKE does not guarantee the execution of my orders. Maybank ATRKE reserves its right to conduct a manual review of my orders in order to verify compliance with existing laws and regulations. In such case, any delay attributable to said manual review is excusable and I agree and accept the risks of loss associated with such delays. Should I wish to cancel my order, I agree that such cancellation is not guaranteed and will only be effected if my cancellation request is received by PSE and matched up with my order prior to the execution thereof. I understand any order that has been executed or cancelled will be deemed to have been executed or cancelled only upon my receipt of a written confirmation from Maybank ATRKE via the Website or through the email address I have provided.

10.14 Maybank ATRKE will accept amendments to my account profile as requested and signed by me in writing and subject to submission of required documents where needed through my registered email address. I shall be responsible to update my account information immediately upon occurrence of any change and inform Maybank ATRKE thereafter. In the absence of any change, I shall update my account information once every two (2) years or as maybe required by Maybank ATRKE.

10.15 I undertake not to use the Online Trading facility of Maybank ATRKE to trade using material non-public information (insider trading) nor engage in prohibited transactions as provided for in the Securities Regulation Code (SRC) and its Amended Implementing Rules and Regulations (IRR) specifically SRC Rule 24.1(b)-1 - Manipulative Practices. Material non-public information refers to price sensitive information that I may have acquired in confidence and is not generally available to the public.

10.16 I further undertake to cooperate with regulatory authorities, such as the SEC the PSE, and other related self-regulatory organization (SRO) during any investigation that may be conducted involving any of the trades I may have ordered and subsequently executed using the Online Trading facility provided by Maybank ATRKE.

10.17 Maybank ATRKE may, at its sole discretion, impose reasonable charges and fees, against your Account to cover for maintenance costs if my Account has been Inactive or Dormant.

10.18 I acknowledge that stock quotes, news and research information which include technical charts and financial data on listed companies displayed by MATRKES are provided solely for informational purposes and personal use. These data are obtained from sources believed to be reliable. MATRKES 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

11. Joint Account

I agree that if I hold this Account jointly with other individuals, my obligations and liabilities with the other individuals shall be joint and several. For the avoidance of doubt, in the absence of any indication that an account is an "and" or "or" joint account, the Account shall be construed to mean a joint "or" account.

Each party to a joint "or" account is a principal, with joint and several liability and is authorize to transact with such account separately and independently of the other, and thus authorized to withdraw all funds, assets and securities, unless otherwise specified in writing by the parties to such joint and several account.

Each party to a joint and several "or" account hereby grants authority to the other party to transact, endorse, give instructions, or authorizations, as well as accept on behalf of each other, money, securities and other assets of every kind.

a. Upon the death of any one of the joint account holders, all money, securities, and other assets of every kind payable or deliverable under joint account may be paid or delivered to the survivor, subject to applicable laws and payment of taxes and claims, upon the production and delivery to Maybank ATRKE of a written notice of death and the presentation of a death certificate of the deceased party.

b. The survivor of a joint account shall immediately provide written notice of the death of the other joint account holder to Maybank ATRKE within twenty-four (24) hours. I hereby hold Maybank ATRKE harmless and free from any liability by reason of its compliance with any notice or direction mentioned in this paragraph. If I hold this Account jointly with another individual(s) under an "and" arrangement, I understand and agree that the instruction, signature and written conformity of all the other members of the Account are required before Maybank ATRKE can act upon any transaction. This notwithstanding, in case of death of any one of us, I am required to file a notice of death as stated in paragraph (b) above.

12. Limitation of Liability

Maybank ATRKE shall not be liable to me for any partial or non-performance of its obligations hereunder by reason of any cause beyond the control of Maybank ATRKE, including but without limitation to any breakdown or failure of transmission, communication or computer facilities, industrial action, and the failure of any relevant associated company, correspondent or other agent or principal of Maybank ATRKE depository, dealer, exchange, Clearing House or regulatory organization for any reason to perform its obligations. Except for causes directly attributable to the willful default, bad faith or negligence by Maybank ATRKE or any of its directors, officers or employees, Maybank ATRKE shall not be responsible or liable for any loss or damage that I may suffer or incur.

a. Due to acts, omissions or failure of Maybank ATRKE to execute or perform any transaction which it is authorized to do under these Terms and Conditions or pursuant to any of my Instructions;
b. in respect of any advice or opinion which may be given to me pursuant to the Terms and Conditions stated herein;
c. any entry or omission to make any entry in the Client's Account, which may be made or required to be made in connection with my Instructions.

13. Indemnity

I shall indemnify and hold Maybank ATRKE, PSE and their directors, officers and employees free and harmless from and against any and all actions, claims, liabilities, losses, damages and expenses of any nature arising out of any action taken or omitted to be taken in good faith by Maybank ATRKE pursuant my Instructions or other notices or requests by me or pursuant to the regulations stated herein.

14. Fees and Expenses

14.1 I shall pay Maybank ATRKE commission for any purchase or sale of Investments or any other transaction in respect of the Account at such rates as may from time to time be agreed upon by the parties and made part as an Annex to this Agreement.

14.2 I shall pay all costs, fees and taxes, and all related custodial expenses and other similar and out-of-pocket expenses in connection with the purchase and/or sale of Investments.

14.3 If my account is classified as Dormant you have the right and the authorization to
(a) sell-out enough securities to pay for: maintenance costs owed to you, upliftment charges, mailing costs and other expenses,
(b) uplift securities (in order to obtain physical certificate(s) in my name) at my expense, and
(c) return the certificates and remaining funds to me through any of my last known addresses. Should any or all of these foregoing measures fail, I agree that you will then
(d) turnover the assets remaining in my account to the SEC (as per SRC 52.1-8F) or (e) do otherwise as instructed by regulators.

15. Set-Off

Maybank ATRKE shall, without notice to me, be entitled to set-off any of its claims against any amount in the Account or any payment to me by Maybank ATRKE whether the debts are incurred pursuant to the Account or otherwise, are actual or contingent, or in a currency different from the currency in the Account or the currency of the amount payable to me by Maybank ATRKE.

16. Disclosure

16.1 Maybank ATRKE is authorized to disclose such information regarding me concerning the Account as Maybank ATRKE shall be obliged to do under or pursuant to any applicable rules or customs of the Philippine Stock Exchange, the Clearing House and/or the laws governing this Agreement.

16.2 Without limiting the generality of Section 18.1 above, I further authorize and consent to the disclosure by Maybank ATRKE of any information relating to the Account upon the demand, order or request of the Philippine Stock Exchange or any other Governmental Authority.

17. Confirmation

17.1 I shall do all such things, which are in the opinion of Maybank ATRKE is necessary or desirable to ratify or confirm anything done by Maybank ATRKE in respect of the Account or the Instructions.

17.2 Maybank ATRKE may from time to time require me to provide Maybank ATRKE with such information or documentary proof in respect of the matters set out in the Client Account Particulars.

17.3 Each of Maybank ATRKE and I undertake to notify the other in the event of any material change to the information provided in the Agreement.

18. Memorandum of Deposit

In consideration of Maybank ATRKE's making or continuing to make credit facilities available to me whether specifically requested or not and/or Maybank ATRKE's agreeing to provide services under this Agreement, I acknowledge and agree that the following provisions (hereinafter, collectively referred to as these "Provisions") shall apply on a continuing basis.

a. That all investments which are now or may at any time be in the possession of or deposited with Maybank ATRKE or its duly authorized agents, or with such persons authorized by me, whether for safe custody, security or for any specific purpose or generally (which shall include any additional or substituted securities), and all benefits, rights and entitlement arising therefrom or attaching thereto including all dividends and/or interest payable in respect thereof are and shall be a continuing security for the due payment to Maybank ATRKE of all sums (including interest, commission, charges and expenses) and the satisfaction of all liabilities, present or future, actual or contingent (including liabilities as surety or guarantor), for which I, or may at anytime hereinafter be, indebted or liable to Maybank ATRKE on the Account or in any manner whatsoever and whether alone or jointly with

any other person.

b. That the security hereby evidenced is to be a continuing security, notwithstanding any intermediate payment or settlement of accounts for the payment of the sums and the satisfaction of the liabilities mentioned above and is to be in addition and without prejudice to any other security which Maybank ATRKE may now or hereafter hold in respect thereof.

c. To maintain such margin of security over the aggregate of the sums and liabilities mentioned above as Maybank ATRKE shall from time to time notify me in writing either by the deposit of additional collateral approved by Maybank ATRKE upon the terms set out in these Provisions or by the payment in cash of such amount as Maybank ATRKE shall require. (As applicable, the provisions on margin requirements are attached hereto in Annex "A")

d. That Maybank ATRKE shall be at liberty, at any time or times thereafter, without notice and without consent, to sell so much amount of the Investments as may be sufficient to cover my liability to Maybank ATRKE, in such manner and at such price or prices and whether on tender of cash or credit, as Maybank ATRKE may deem expedient or proper, without being responsible for loss, as well as to apply the net proceeds thereof in or towards payment of any such sum or liability as aforesaid, and that Maybank ATRKE shall be entitled to sell or dispose of the Investments or any portion thereof at the current market price to any subsidiary and/or associated companies without being in any way liable for any loss occasioned thereby and without being accountable for any subsequent profit made by such subsidiary and/or associated companies. In the event that the net proceeds of the sale shall be insufficient to cover the whole of my indebtedness and liabilities, I undertake to pay on demand any balance, which may then be due.

e. That upon the sale of the Investments or any portion thereof which Maybank ATRKE may make or purport to make under subparagraph (d) of these Provisions, statutory declaration made by any of the duly authorized officers of Maybank ATRKE that I am in default and that the power of sale has become exercisable, shall be conclusive evidence of the fact in favor of any purchaser or other persons to whom the Investments or any portion thereof may be transferred under such sale, as a separate and independent stipulation, and I shall hold Maybank ATRKE free and harmless from any and all claims, actions, liabilities or loss made by any person by reason of any defect in the title to the Investments or arising out of this Agreement.

f. That upon the request of Maybank ATRKE, I shall execute all such transfers, powers of attorney and other documents as Maybank ATRKE may require to vest the Investments or any portion thereof in Maybank ATRKE or its duly authorized agents, or to such purchasers or transferees.

g. To reimburse Maybank ATRKE on demand, and to authorize Maybank ATRKE in its sole discretion and without need for any demand to debit the Account for any and all charges, costs and expenses which may be incurred in connection with the realization of all or any of the Investments.

h. That I shall duly and promptly pay all calls which may from time to time be made in respect of any unpaid monies under any of the Investments and duly and promptly pay any other monies which I may lawfully be required to pay in respect of any of the Investments. In default thereof, Maybank ATRKE may make such payments on my behalf, and any sums so paid shall be repayable by me on demand, together with any and all interest, costs or expenses incurred as a result.

i. I am the beneficial owner of the Investments which, with all the Investments which may hereafter become subject to the terms hereof, shall be free from all liens and encumbrances and that the Investments are fully paid and that there are no monies or liabilities outstanding or payable in respect thereof. Subject to the provisions of this Agreement, I am lawfully entitled to create security over the Investments or any portion thereof, as well as all the Investments, which may hereafter become subject to the terms hereof in favor of Maybank ATRKE.

j. I will not without the prior notice of Maybank ATRKE create, attempt to create or suffer to exist any mortgage, pledge, charge, lien or any other form of encumbrance or security whatsoever on or over any or all of the Investments.

k. That for all purposes, including any legal proceedings, a certificate by any of the duly authorized officers of Maybank ATRKE as to the sums and liabilities for the time being due to, or incurred by Maybank ATRKE shall be conclusive evidence thereof against me.

l. That Maybank ATRKE may exercise and enforce such rights under these Provisions before resorting to other means of obtaining payment or securing performance and shall have the option of resorting to such other means of obtaining payment or securing performance at any time and in any manner without affecting the security herein provided and in such case, without entitling me to any benefit from such other means so long as any sum, liability or obligation remains due, owing, payable or outstanding, whether actually or contingently.

m. I irrevocably and by way of security appoint Maybank ATRKE or any of its duly authorized officers as his attorney-in-fact and in my name, place and stead to do any and all acts to prepare, complete, execute, seal, deliver and otherwise perfect any deed, contract, assurance, agreement, instrument, or memorandum, and to institute and conduct any proceedings which I may cause to execute and do under these Provisions or which Maybank ATRKE may deem necessary or prudent in order to effect or complete any sale of the Investments in order to protect, preserve or realize any or all of my rights in respect of or under the Investments, including executing any or all of the documents, acts and things set forth in subparagraph (d) hereof. Upon the request of Maybank ATRKE, I shall execute all such transfers, powers-of-attorney and other documents as may be required, necessary or proper, to vest the Investments or any portion thereof in Maybank ATRKE or such persons designated by Maybank ATRKE, or for the purpose of perfecting or preserving the rights and interests under or pursuant to these Provisions or in respect of the Investments or any of them.

n. That at such time that Maybank ATRKE shall be entitled to exercise the rights and powers referred to in subparagraph (d) hereof in respect of the Investments and at any time thereafter, Maybank ATRKE may at its sole discretion and without need for notice or consent, exercise all voting and other rights attaching to the Investments or any portion thereof. I shall procure that all voting and other rights in respect of the Investments are exercised in accordance with such instructions (if any) as may from time to time be given by Maybank ATRKE.

o. That upon any release of any of the Investments, Maybank ATRKE shall not be bound to return the identical Investments which were deposited, lodged, held or transferred and that I will accept Investments of the same class and denomination or such other Investments as shall then represent the same.

p. That these Provisions and the security hereby created shall remain in effect and binding on the me notwithstanding any merger or amalgamation that may be effected by Maybank ATRKE with any other company and notwithstanding any transfer of the whole or any part of the undertakings and assets of Maybank ATRKE to a new company or of the sale or transfer of all or any part of the undertaking and assets to another company whether the company with which Maybank ATRKE shall amalgamate or merge, or the company to which Maybank ATRKE transfers all or any part of its undertaking and assets either on a reconstruction or sale or transfer as aforesaid shall or shall not differ from Maybank ATRKE in its object, character or constitution, it being the intent that the security hereby created and the provisions herein contained shall remain valid and effectual in all aspects in favor of and with reference to, and the benefit thereof and all rights conferred upon thereby may be assigned to and enforced by, any such company and proceeded on in the same manner to all intents and purposes as if such company had been named herein instead of or in addition to Maybank ATRKE.

19. Amendment of Terms

The parties agree to be bound by any amendments to these Terms and Conditions as may be made from time to time.

20. Termination

20.1 I may terminate, without giving any reason therefor, the Account upon giving not less than three (3) Trading Days prior written notice to Maybank ATRKE and by payment of any and all monies outstanding and payable to Maybank ATRKE in respect of the Account.

20.2 Service of notice of termination by me to Maybank ATRKE shall be effective only upon the actual receipt thereof by Maybank ATRKE.

20.3 Maybank ATRKE may terminate the Account at any time without giving any reason for such termination provided prior written notice is given to me three (3) Trading Days prior to the intended date of termination of the account.

20.4 Any and all fees, expenses, costs and other charges of Maybank ATRKE accrued or incurred in connection with the Account to the effective date of termination shall be paid by me.

21. Notices

21.1 Any notice, instruction or other communications under or in connection with this Agreement may be verbal or written unless otherwise required by these Terms and Conditions or the rules and regulations of the Philippine Stock Exchange or such governmental regulatory agency having jurisdiction over Maybank ATRKE. All verbal notices, instructions or communications from me to Maybank ATRKE shall be followed by a confirmation in writing.

21.2 All communications and notices required to be in writing shall be personally delivered or transmitted by postage prepaid registered mail, electronic mail or by facsimile transmission addressed as follows:

9/F Tower One & Exchange Plaza Ayala Trinagle, Ayala Avenue, Makati City, Philippines 1226

Except as otherwise specified herein, all notices shall be deemed duly given on the date of receipt, if personally delivered, and the date seven (7) days after posting, if mailed. The parties may change its address for purposes hereof by written notice to the other.

21.3 Maybank ATRKE shall have the discretion, which shall be immediately relayed to me, to act on any verbal instructions as it deems fit, whether or not such instructions have been confirmed in writing.

22. Processing/Transfer of Information

22.1 I authorize the transfer, disclosure and communication of any information relating to his Accounts, or any information thereon, or any of my properties or investments with Maybank ATR Kim Eng to any of the offices, branches, subsidiaries, affiliates, parent, agents and representatives of Maybank ATR Kim Eng and third parties selected by any of them, wherever situated, for use (including in connection with the provision of any service or product relating to my Accounts, properties or investments and for data processing and storage, customer satisfaction surveys, anti-money laundering monitoring, review and reporting, statistical, credit and risk analysis and risk management purposes). In addition to the foregoing, Maybank ATR Kim Eng and any branch, subsidiary, affiliate, parent, agent, representative or third party may transfer and disclose any such information as may be required by any law or regulation. The foregoing constitutes my written consent for any transfer, and disclosure of information relating to my Accounts, properties and investments for the purposes indicated above and under applicable laws, rules and regulations. I agree to hold Maybank ATR Kim Eng free and harmless from any liability that may arise from any transfer, disclosure or storage of information relating to my Accounts, properties or investments.

23. AMLA Reporting

23.1 I authorize Maybank ATR Kim Eng to make the necessary verifications, records, reports, submittals and other processes, as well as perform such acts for the purpose of complying with the Anti-Money Laundering Act (Republic Act No. 9160, as amended, Republic Act No.10368, Republic Act No.10168 and Republic Act No.10167), its implementing regulations, and other laws or rules regulating the Accounts and I hereby waive my rights under Republic Act No. 1405, as amended, Republic Act No. 6426 as amended, Section 55.1 of Republic Act No. 8791 (General Banking Law of 2000), Republic Act No. 10173 (Data Privacy Act) and other applicable laws or regulations in this regard.

24. 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. U.S. Person Declaration

25.1 If I am a U.S. person, I shall identify myself as one (i.e., a citizen or lawful resident (green card holder) of the United States of America), provide my U.S. taxpayer identification number, and comply with documentation requirements per U.S. regulations. I declare under penalties of perjury that:

- a. The U.S. taxpayer identification number I indicate is true and correct; and
- b. I agree to waive any bank secrecy, privacy or data protection rights related to my Accounts, properties or investments.

26. Law and Jurisdiction

26.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
26.2 I irrevocably agree that any legal action, suit or proceeding arising out of or in relation to this Agreement may be instituted, in any competent court in Makati City, and by the execution and delivery of this Agreement, I submit to and accept with regard to any such action, suitor proceeding for itself and in respect of its properties or assets, generally and unconditionally, the jurisdiction of any such court. I hereby waive any objection which it may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and further waive any claim that any such action, suit or proceeding has been brought in an inconvenient forum. The foregoing, however, shall not limit or be construed to limit the rights of Maybank ATRKE to commence proceedings or to obtain execution of judgment against me in any venue or jurisdiction where my assets may be found.

I/We have read and understood the contents of the Agreement and agree to be bound by it but understand that it will not be effective until it has been accepted by Maybank ATRKE as evidenced by the signature of one of its directors in the space provided below.

Printed Name / Signature

Valid ID _____

ID # _____

Printed Name / Signature

Valid ID _____

ID # _____

Printed Name / Signature

Valid ID _____

ID # _____

MAYBANK GROUP PRIVACY POLICY

1. Introduction

This Privacy Statement outlines how the Maybank Group collects, uses, maintains and discloses your personal data in respect of commercial transactions and how the Maybank Group safeguards your personal data in accordance with the Personal Data Protection Act 2010 (Malaysia) and the Philippine Data Privacy Act of 2012 (“the Acts”).

Maybank Group in this statement refers to Malayan Banking Berhad (“Maybank”), its branches in Malaysia and in other countries as well as its local and overseas subsidiaries including Maybank ATR Kim Eng.

2. Your consent is important

When you request information or sign up for our products and services, you may provide Maybank Group with your personal data. In doing so, you consent to its use by Maybank Group in accordance with this Privacy Statement and the Acts.

We may collect your sensitive personal data (including, data relating to your physical or mental health, the commission or alleged commission of offences etc.) if you apply for certain products such as health / life insurance or housing loans, which require you to disclose such personal data to us.

We will only use your sensitive personal data to provide the service(s) you signed up for. If we collect your sensitive personal data, we will ask for your express consent.

You have the choice, at any time, not to provide your personal data or to revoke your consent to the Maybank Group processing of your personal data.

However, failure to provide such personal data or revocation of your consent to process personal data provided may result in Maybank Group being unable to provide you with effective and continuous quality products and services.

3. What types of personal data do we collect?

The types of personal data we collect may include, but is not limited to your name, address, other contact details, age, occupation, marital status, financial information such as your income, personal identifier including your identity card, passport or income tax particulars place of birth, credit history and your transaction history.

4. How do we collect your personal data?

We obtain your personal data in various ways, such as:

- when you sign up for or use one of the many services we provide or when you register an account at any Maybank Group websites.
- when you contact any of the Maybank Group companies through various methods such as application forms, emails and letters, telephone calls and conversations you have with our staff in a branch. If you contact us or we contact you using telephone, we may monitor or record the phone call for quality assurance, training and security purposes.
- we may also obtain your personal data when you participate in customer surveys or when you sign up for any of our competitions or promotions.
- when we obtain any data and information from credit reference agencies, regulatory and enforcement agencies and/or that which is available in the public domain.

Personal data we collect from our websites:

IP Address

An IP address is a number that is automatically assigned to your computer when you signed up with an Internet Service Provider. When you visit our website, your IP address is automatically logged in our server. We use your IP address to help diagnose problems with our server, and to administer our website. From your IP address, we may identify the general geographic area from which you are accessing our website. Generally we do not link your IP address to anything that can enable us to identify you unless it is required by law and regulation.

Information on Cookies

A cookie is an element of data that a website can send to your browser, which may then store it on your system. We use cookies in some of our pages to store visitors' preferences and record session information. The information that we collect is then used to ensure a more personalised service level for our users. You can adjust settings on your browser so that you will be notified when you receive a cookie. Please refer to your browser documentation to check if cookies have been enabled on your computer or to request not to receive cookies.

5. What is the purpose of processing your personal data?

We may process your personal data to provide you the financial services you have requested, evaluate your financial needs and to continue performing the contractual obligations entered into between the Maybank Group and you. We may also process your personal data for internal functions such as evaluating the effectiveness of marketing, market research, statistical analysis and modelling, reporting, audit and risk management and to prevent fraud. In addition, we may also use your personal data for the fulfilment of any regulatory requirements.

From time to time, we may share your personal data with other companies within the Maybank Group, its agents, strategic partners and other third parties (“other entities”) as the Maybank Group deems fit and you may receive marketing communication from us or from these other entities about products and services that may be of interest to you. If you no longer wish to receive these marketing communications, please notify us and we will stop processing and sharing your personal data with these other entities for the purpose of sending you marketing communications.

If you would like to withdraw consent for marketing or promotional materials, you may contact us using the contact details found below. Please be aware that once we receive confirmation that you wish to withdraw your consent for marketing or promotional materials, it may take up to seven (7) days for your withdrawal to be reflected in our systems. Therefore, you may still receive marketing or promotional materials during this period of time.

We may collect your sensitive personal data when you apply for any of the insurance products we offer. We use your sensitive personal data to assess your application and to provide you with the products or services you have signed up for.

6. To whom do we disclose your personal data?

Your personal data held by us shall be kept confidential. However, in order to provide you with effective and quality services and to comply with any legal and regulatory requirements, we may need to disclose your personal data to:

- Other entities within the Maybank Group.
- Credit reference agencies when you apply for any of our credit-based products such as personal loan, credit card, mortgage, etc.
- Our authorised agents and service providers with whom we have contractual agreements for some of our functions, services and activities.
- Enforcement regulatory and governmental agencies as permitted or required by law.

The disclosure of your data may involve the transfer of your personal data to places outside of Malaysia, and by providing us your personal data you agree to such a transfer where it is required to provide you the services you have requested, and for the performance of any contractual obligations you have with the Maybank Group.

7. How do we protect your data?

The security of your personal data is our priority. Maybank Group takes all physical, technical and organisational measures needed to ensure the security and confidentiality of personal data. If we disclose any of your personal data to our authorised agents or service providers, we will require them to appropriately safeguard the personal data provided to them.

8. How long may we retain your personal data?

We will only retain your personal data for as long as necessary to fulfil the purpose(s) for which it was collected or to comply with legal, regulatory and internal requirements.

9. Changes to this Privacy Statement

Please note that we may update this Privacy Statement from time to time. If there are material changes to this Privacy Statement, we will notify you by posting a notice of such changes on our website or by sending you a notification directly. Do periodically review this Privacy Statement to stay informed on how we are protecting your information.

This Privacy Statement was last updated in November 5, 2013.

10. How can you access / correct / update your personal data?

We are committed to ensure that the personal data we hold about you is accurate and up-to-date. If there are any changes to your personal data or if you believe that the personal data we have about you is inaccurate or incomplete, please contact us so that we may take steps to update your personal data.

You have the right to access your personal data. If you would like to request access to your personal data, please contact us. Please note that depending on the information requested we may charge a small fee. We may also take steps to verify your identity before fulfilling your request for access to your personal data.

11. How may you contact us?

If you need to contact us, you may visit any of our branches, call our Customer Care hotline at +63(2)62 55 888, or visit us at www.maketrade.com.ph

For corporate customers, you may contact your relationship manager directly.
We provide the Privacy Statement only in English.

If you are a customer of the Maybank Group, we may set out the details of the personal data we collect and how we use it in the terms and conditions of the product or service which you hold. In case there is a discrepancy between this Privacy Statement and the terms and conditions of your specific product or service, the terms and conditions of your specific product or service will take precedence.

----- End of Privacy Statement -----

Consent

From time to time, we may also use your personal data to provide you with information about our products, services and promotions that may be of interest to you. Your consent is required in order for us to disclose, share and process your information / data with the other entities.

- Yes, I / we expressly agree to Maybank Group to process my / our personal data for purposes of promoting and marketing the financial products.
- No, I / we expressly do not agree to Maybank Group to process my / our personal data for marketing purposes.

Printed Name / Signature
Date: _____
Valid ID _____
ID # _____

Printed Name / Signature
Date: _____
Valid ID _____
ID # _____

Printed Name / Signature
Date: _____
Valid ID _____
ID # _____

Maybank ATR Kim Eng Securities, Inc.
 Member: Philippine Stock Exchange, Inc. and SIFP
 9/F Tower One & Exchange Plaza Ayala Triangle, Ayala Avenue
 Makati City, Philippines 1226

Telephone: +63(2)625-5888 or +63(2)328-5888
 Fax: +63(2)846 26 11
 Email: support@maketrade.com.ph
 Website: www.maketrade.com.ph

MAKETRADE FATCA SUPPLEMENTARY FORM FOR PASSIVE NFFEs

This form must be completed by any entity, claiming to be a passive non financial foreign entity ("NFFE"), that wishes to open an account.

CERTIFICATION OF BENEFICIAL OWNERSHIP

Please complete in BLOCK LETTERS

Company Name	
Company Registration Number	
Country of Incorporation	

Please Check one of the boxes below, whichever applies

1. I/we hereby certify that the entity does not have any substantial U.S. owners.
2. I/we hereby certify that the entity identified above has provide the name, address, and TIN of each substantial U.S. owner of the entity as listed below.

Note

With respect to any non U.S. Corporation, any Specified U.S. person that owns, directly or indirectly, more that 10 percent of the stock of such corporation vote or value.

With respect to any non U.S. partnership, any specified U.S. person that owns, directly or indirectly, more that 10 percent of the profits interest or capital interest in such partnership; and in the case of a trust:

- (A) Any specified U.S. person treated as an owner of any portion of the trust under section 671 through 679; and
 (B) Any Specified U.S. person that holds, directly, more than one percent of the beneficial interest of the trust.

Name	Address	Tax I.D Number	Ownership %
1.			
2.			
3.			

I/We represent and declare that the information provided above is true, accurate and complete. I understand that the term "U.S. person" means any citizen or resident of the United States.

I/We hereby consent for Malayan Banking Berhad or any of its subsidiaries and affiliates, including branches (collectively "the Bank") to report my information to regulatory authorities in accordance with the requirements of Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.

I/We hereby consent that the Bank may withhold from my account(s) such amounts in accordance with the requirements of Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.

I/We hereby consent that the Bank may classify me as a recalcitrant account holder or non-participating foreign financial institution ("NPFPI") and/or suspend, recall or terminate my account(s) and/or facilities granted to me, in the event I fail to provide accurate and complete information and/or documentation as the Bank may require.

I/We undertake to notify the Bank in writing within 30 calendar days if there is a change in any information which I have provided to the Bank.

Signature: _____

Signature: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Definitions Applicable

The term U.S. owners means any US persons other than certain corporations, organisations, agencies, banks, trusts, dealers or brokers that are exempted under Section 1.1473-1(c) of FATCA regulations.

The term U.S. person or United States person means a person described in section 7701(a)(30) of the Internal Revenue Code:

The term "United States person" means—

- (A) a citizen or resident of the United States,
- (B) a United States partnership,
- (C) a United States corporation,
- (D) any estate (other than an estate the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States, is not includible in gross income under the Internal Revenue Code), and
- (E) any trust if—
 - (i) a court within the United States is able to exercise primary supervision over the administration of the trust, and
 - (ii) one or more United States persons have the authority to control all substantial decisions of the trust.

Form **W-8BEN-E**

(February 2014)
Department of the Treasury
Internal Revenue Service

Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)

For use by entities. Individuals must use Form W-8BEN. Section references are to the Internal Revenue Code.
Information about Form W-8BEN-E and its separate instructions is at www.irs.gov/formw8bene.
Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form for:

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual W-8BEN (Individual)
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the U.S. (unless claiming treaty benefits) W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions) W-8ECI or W-8EXP
- Any person acting as an intermediary W-8IMY

Instead use Form:

Part I Identification of Beneficial Owner

1 Name of organization that is the beneficial owner	2 Country of incorporation or organization												
3 Name of disregarded entity receiving the payment (if applicable)													
<p>4 Chapter 3 Status (entity type) (Must check one box only):</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Disregarded entity</td> <td><input type="checkbox"/> Partnership</td> </tr> <tr> <td><input type="checkbox"/> Simple trust</td> <td><input type="checkbox"/> Grantor trust</td> <td><input type="checkbox"/> Complex trust</td> </tr> <tr> <td><input type="checkbox"/> Estate</td> <td><input type="checkbox"/> Government</td> <td><input type="checkbox"/> Central Bank of Issue</td> </tr> <tr> <td><input type="checkbox"/> Tax-exempt organization</td> <td><input type="checkbox"/> Private foundation</td> <td></td> </tr> </table> <p>If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes" complete Part III. <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership	<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Government	<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Private foundation	
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<p>5 Chapter 4 Status (FATCA status) (Must check one box only unless otherwise indicated). (See instructions for details and complete the certification below for the entity's applicable status).</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Nonparticipating FFI (including a limited FFI or an FFI related to a Reporting IGA FFI other than a registered deemed-compliant FFI or participating FFI). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI or sponsored FFI that has not obtained a GIIN). <input type="checkbox"/> Sponsored FFI that has not obtained a GIIN. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. 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6 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address (other than a registered address).													
City or town, state or province. Include postal code where appropriate.	Country												
7 Mailing address (if different from above)													
City or town, state or province. Include postal code where appropriate.	Country												
8 U.S. taxpayer identification number (TIN), if required	9a <input type="checkbox"/> GIIN	b <input type="checkbox"/> Foreign TIN	10 Reference number(s) (see instructions)										

Note. Please complete remainder of the form including signing the form in Part XXIX.

Part II Disregarded Entity or Branch Receiving Payment. (Complete only if disregarded entity or branch of an FFI in a country other than the FFI's country of residence.)

- 11 Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment
 Limited Branch. Reporting Model 1 FFI. U.S. Branch.
 Participating FFI. Reporting Model 2 FFI.
- 12 Address of disregarded entity or branch (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address (other than a registered address) .

City or town, state or province. Include postal code where appropriate.

Country

13 GIIN (if any)

Part III Claim of Tax Treaty Benefits (if applicable). (For chapter 3 purposes only)

- 14 I certify that (check all that apply):
- a The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
 - b The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
 - c The beneficial owner is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).
- 15 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 14a above to claim a _____ % rate of withholding on (specify type of income): _____ .
 Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part IV Sponsored FFI That Has Not Obtained a GIIN

- 16 Name of sponsoring entity: _____
- 17 Check whichever box applies.
- I certify that the entity identified in Part I:
 - Is an FFI solely because it is an investment entity;
 - Is not a QI, WP, or WT; and
 - Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.
 - I certify that the entity identified in Part I:
 - Is a controlled foreign corporation as defined in section 957(a);
 - Is not a QI, WP, or WT;
 - Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; and
 - Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V Certified Deemed-Compliant Nonregistering Local Bank

- 18 I certify that the FFI identified in Part I:
- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
 - Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than five percent interest in such credit union or cooperative credit organization;
 - Does not solicit account holders outside its country of organization;
 - Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
 - Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; and
 - Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this Part V.

Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts19 I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); and
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle

20 Name of sponsoring entity: _____

21 I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in §1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Has a contractual relationship with the above identified sponsoring entity that agrees to fulfill all due diligence, withholding, and reporting responsibilities of a participating FFI on behalf of this entity; and
- Twenty or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100 percent of the equity interests in the FFI and is itself a sponsored FFI).

Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity22 I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; and
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under § 1.1471-5(f)(2)(iv)).

Part IX Certified Deemed-Compliant Investment Advisors and Investment Managers23 I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in §1.1471-5(e)(4)(i)(A); and
- Does not maintain financial accounts.

Part X Owner-Documented FFI

Note. This status only applies if the U.S. financial institution or participating FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; and
- Does not maintain a financial account for any nonparticipating FFI.

Part X Owner-Documented FFI (continued)

Check box 24b or 24c, whichever applies.

- b I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
 - The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
 - The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); and
 - Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
- c I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within four years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in §1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable.

- d I certify that the entity identified in line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

Part XI Restricted Distributor

- 25a (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
 - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
 - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
 - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
 - Does not solicit customers outside its country of incorporation or organization;
 - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
 - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; and
 - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in §1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Part XII Nonreporting IGA FFI

- 26 I certify that the entity identified in Part I:
- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and _____;

• Is treated as a _____ under the provisions of the applicable IGA (see instructions); and

• If you are an FFI treated as a registered deemed-compliant FFI under an applicable Model 2 IGA, provide your GIIN: _____

Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue

- 27 I certify that the entity identified in Part I is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in §1.1471-6(h)(2)).

Part XIV International Organization

Check box 28a or 28b, whichever applies.

- 28a I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).
- b I certify that the entity identified in Part I:
- Is comprised primarily of foreign governments;
 - Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act;
 - The benefit of the entity's income does not inure to any private person;
 - Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in §1.1471-6(h)(2)).

Part XV Exempt Retirement Plans

Check box 29a, b, c, d, e, or f, whichever applies.

- 29a I certify that the entity identified in Part I:
- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
 - Is operated principally to administer or provide pension or retirement benefits; and
 - Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.
- b I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - No single beneficiary has a right to more than 5% of the FFI's assets;
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; and
 - Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
 - Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in §1.1471-5(b)(2)(i)(A));
 - Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in §1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); or
 - Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.
- c I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - Has fewer than 50 participants;
 - Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
 - Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in §1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
 - Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20 percent of the fund's assets; and
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.
- d I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, accounts described in §1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.

Part XV Exempt Retirement Plans (Continued)f I certify that the entity identified in Part I:

- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in §1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); or
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in §1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners30 I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity;
- Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in §1.1471-6 or in an applicable Model 1 or Model 2 IGA;
- Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in §1.1471-6 or an applicable Model 1 or Model 2 IGA.
- Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; and
- Has provided documentation establishing that every owner of the entity is an entity described in §1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution31 I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.**Part XVIII Excepted Nonfinancial Group Entity**32 I certify that the entity identified in Part I:

- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in §1.1471-5(e)(5)(i)(C) through (E);
- Is a member of a nonfinancial group described in §1.1471-5(e)(5)(i)(B);
- Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); and
- Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company33 I certify that the entity identified in Part I:

- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) _____ (date must be less than 24 months prior to date of payment);
- Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
- Is investing capital into assets with the intent to operate a business other than that of a financial institution; and
- Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy34 I certify that the entity identified in Part I:

- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on _____;
- During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
- Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; and
- Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than three years.

Part XXI 501(c) Organization35 I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated _____; or
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

Part XXII Non-Profit Organization

- 36 I certify that the entity identified in Part I is a non-profit organization that meets the following requirements:
- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
 - The entity is exempt from income tax in its country of residence;
 - The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
 - Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or non-charitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; and
 - The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this Part XXII or escheats to the government of the entity's country of residence or any political subdivision thereof.

Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation

Check box 37a or 37b, whichever applies.

- 37a I certify that:
- The entity identified in Part I is a foreign corporation that is not a financial institution; and
 - The stock of such corporation is regularly traded on one or more established securities markets, including _____ (name one securities exchange upon which the stock is regularly traded).
- b I certify that:
- The entity identified in Part I is a foreign corporation that is not a financial institution;
 - The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
 - The name of the entity, the stock of which is regularly traded on an established securities market, is _____; and
 - The name of the securities market on which the stock is regularly traded is _____.

Part XXIV Excepted Territory NFFE

- 38 I certify that:
- The entity identified in Part I is an entity that is organized in a possession of the United States;
 - The entity identified in Part I:
 - Does not accept deposits in the ordinary course of a banking or similar business,
 - Does not hold, as a substantial portion of its business, financial assets for the account of others, or
 - Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; and
 - All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

Part XXV Active NFFE

- 39 I certify that:
- The entity identified in Part I is a foreign entity that is not a financial institution;
 - Less than 50% of such entity's gross income for the preceding calendar year is passive income; and
 - Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

Part XXVI Passive NFFE

- 40a I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

- b I further certify that the entity identified in Part I has no substantial U.S. owners, or
- c I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner of the NFFE in Part XXX.

Part XXVII Excepted Inter-Affiliate FFI

- 41 I certify that the entity identified in Part I:
- Is a member of an expanded affiliated group;
 - Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);
 - Does not make withholdable payments to any person other than to members of its expanded affiliated group that are not limited FFIs or limited branches;
 - Does not hold an account (other than a depository account in the country in which the entity is operating to pay for expenses) with or receive payments from any withholding agent other than a member of its expanded affiliated group; and
 - Has not agreed to report under §1.1471-4(d)(2)(ii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including a member of its expanded affiliated group.

