

DATE OPENED \_\_\_\_\_ RCap Account No. \_\_\_\_\_

**General Information**

Corporate Name*		Date of Registration* (MM/DD/YYYY)	Place of Registration* (City/Country)
		Tax Identification No. (TIN)*	SSS/GSIS No.
Trade Name*		Date of Incorporation	Primary Location of Business* (City/Country)
		Business Phone No.*	Business Email Address
Type of Business Organization*		Firm Size*	PEZA Registered*
<input type="checkbox"/> Sole-Proprietorship <input type="checkbox"/> Corporation/Cooperative <input type="checkbox"/> Association/Clubs/Other Organizations <input type="checkbox"/> Partnership <input type="checkbox"/> Treasurer-In-Trust <input type="checkbox"/> Others (Please specify): _____		<input type="checkbox"/> Micro <input type="checkbox"/> Medium <input type="checkbox"/> Large <input type="checkbox"/> Small <input type="checkbox"/> Large	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
			FATCA Registered    GIIN No.
			<input type="checkbox"/> Yes <input type="checkbox"/> No

**Registered Business Address \***

Unit/Floor No.	Premise/Bldg. Name	House/Bldg. No.	Street Name	District/Town/Barangay
City/Municipality		State/Province	Country	Postal Code

**Mailing Address \* (Please fill up only if different from Registered Address)**      Same as Registered Business Address?       Yes       No

Unit/Floor No.	Premise/Bldg. Name	House/Bldg. No.	Street Name	District/Town/Barangay
City/Municipality		State/Province	Country	Postal Code

**Financial Information**

Source of Funds (Nature of Income)*	Purpose of Account*	Expected Monthly Activity of the Account *
<input type="checkbox"/> Business <input type="checkbox"/> Pension <input type="checkbox"/> Proceeds from Sale of Property <input type="checkbox"/> Donation <input type="checkbox"/> Inheritance <input type="checkbox"/> Lottery/Winning <input type="checkbox"/> Others (Please Specify) _____	<input type="checkbox"/> Savings <input type="checkbox"/> Remittance <input type="checkbox"/> Investments <input type="checkbox"/> Business <input type="checkbox"/> Payroll <input type="checkbox"/> Settlement/Bills Payment	<input type="checkbox"/> Under Php 100,000 <input type="checkbox"/> Php 500,001- Php 1,000,000 <input type="checkbox"/> Php 5,000,001- Php10,000,000 <input type="checkbox"/> Php100,001- Php 500,000 <input type="checkbox"/> Php 1,000,001- Php 5,000,000 <input type="checkbox"/> Above Php10,000,000
Industry Type (Nature of Business)*	Gross Annual Income	
<input type="checkbox"/> Agriculture <input type="checkbox"/> Education <input type="checkbox"/> General Merchandiser <input type="checkbox"/> Manufacturing <input type="checkbox"/> Petroleum <input type="checkbox"/> Aquaculture <input type="checkbox"/> Electronics <input type="checkbox"/> Import/Export Company <input type="checkbox"/> Money Changer/Transmitter <input type="checkbox"/> Specialty Retailers <input type="checkbox"/> Business Process <input type="checkbox"/> Financial Services <input type="checkbox"/> Internet/Online Gaming <input type="checkbox"/> Non-Government \ Organization (NGO) <input type="checkbox"/> Technical Service/ Skills Providers <input type="checkbox"/> Outsourcing (BPO) <input type="checkbox"/> Food Processing <input type="checkbox"/> Jewels/Gems/Precious Metals Dealer <input type="checkbox"/> Overseas Workers <input type="checkbox"/> Telecommunications <input type="checkbox"/> Construction <input type="checkbox"/> Food/Beverage Retailer <input type="checkbox"/> Livestock Raising	<input type="checkbox"/> Under Php 100,001 <input type="checkbox"/> Php 1,000,001- Php 5,000,000 <input type="checkbox"/> Php 100,001- Php 500,000 <input type="checkbox"/> Php 5,000,001 - Php 10,000,000 <input type="checkbox"/> Php 500,001- Php 1,000,000 <input type="checkbox"/> Above Php 10,000,000	

**Beneficial Owners of the Account \***

Name	Date/Place of Birth	Nationality	Nature of Work	Source of Funds / Nature of Income	Present Address

**DISPOSITION OF DOCUMENTS**

Corporate Address       Pick Up       Course Thru RCBC Business Center \_\_\_\_\_

**Corporate Representatives / Contact Persons**

CIF No.	Name	Authorized Signatory (Y/N)	Primary Contact Person (Y/N)	CIF No.	Name	Authorized Signatory (Y/N)	Primary Contact Person (Y/N)

**List of Major Stockholders**      **List of Directors/Senior Officers**

Name	Stockholdings (%)	Nationality	Name	Rank/Position	Nationality







**Client Acknowledgement**

By signing this form, I/We certify that all information provided herein is true and accurate to the best of my/our knowledge. I / We hereto agree to notify you in writing of any change in the information supplied in this form.

I/We further agree:

- That my/our present and future accounts with RCBC Capital Corp. shall be governed by the terms and conditions set forth by the Corporation as well as the rules and regulations of the BSP, the BAP and Investment Houses Association of the Philippines relative to the opening and operation of investment accounts and other YGC products and services availed of. I/We likewise acknowledge receipt of and agree to be bound by the appropriate Terms and Conditions governing the operation of each of my/our aforementioned present and future Accounts.
- To grant to the Yuchengco Group of Companies (RCBC Capital and its affiliates and subsidiaries) access to all information relating to my/our present and future accounts. And grant RCBC Capital the authority to disclose to its service providers, as necessary and allowed under any law or regulation, information relating to my/our present and future accounts\*
- To grant RCBC Capital full permission to have my/our financial account/s reported to the US Internal Revenue Services (IRS), the Anti-Money Laundering Council (AMLC) or any other local or foreign regulators, authorities or bodies, and to comply with the Foreign Account Tax Compliance Act (FATCA) due diligence rule or any Anti-Money Laundering Act (AMLA) regulation or requirement, or in accordance with any applicable local and foreign laws or regulations or as may be required by or pursuant to agreements with local or foreign regulators, authorities or bodies.
- That a printed statement shall not be provided anymore upon my/our enrolment in any electronic channel.

I/We hereby [  Agree  Disagree ] to have my/our account/s be used for products and services information offered by RCBC Capital Corporation and the Yuchengco Group of Companies.

Signature over Printed Name / Date		Signature over Printed Name / Date		Signature over Printed Name / Date	
Signature over Printed Name / Date		Signature over Printed Name / Date		Signature over Printed Name / Date	

Note: Items with \* are required to be filled up

**FOR RCBC Capital USE ONLY**

**Documents Submitted**

<b>Sole Proprietorship</b>	<b>Corporation / Cooperative</b>	<b>Treasurer-in-Trust</b>	<b>Money Changers / Foreign Exchange Dealers / Remittance Agents</b>
<input type="checkbox"/> Mayor's Business Permit <input type="checkbox"/> DTI Certificate of Registration	<input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> By-Laws <input type="checkbox"/> SEC Certificate of Registration <input type="checkbox"/> Secretary Certificate / Board Resolution <input type="checkbox"/> Mayor's Business Permit <input type="checkbox"/> Latest General Information Sheet (GIS)	<input type="checkbox"/> Proposed Articles of Incorporation <input type="checkbox"/> Proposed By-Laws <input type="checkbox"/> Notarized Treasurer's Affidavit	<input type="checkbox"/> BSP Certificate of Registration <input type="checkbox"/> Mayor's Business Permit <input type="checkbox"/> DTI Certificate of Registration
<b>Partnership</b>	<b>Associations / Clubs / Other Organizations</b>	<b>Exception Remarks:</b>	
<input type="checkbox"/> Articles of Partnership <input type="checkbox"/> Partnership Agreement/Resolution <input type="checkbox"/> SEC Certificate of Registration If Foreign Partnership: <input type="checkbox"/> Certificate of Registration or <input type="checkbox"/> Equivalent document : _____	<input type="checkbox"/> Notarized Articles of Organization <input type="checkbox"/> By-Laws <input type="checkbox"/> List of Directors/Trustees Officers <input type="checkbox"/> Notarized Resolution		

(For all foreign entities, similar documents and information shall be obtained duly authenticated by the Philippine Consulate where entities are registered.)

**Identification/Documents Presented**

Document Type	Document Code	Reference/ID Number	Place and Country of Issue	Date of Issue	Expiry Date

Bank Relationship     NON-DOSRI     DOSRI    If DOSRI, what position: \_\_\_\_\_    Region \_\_\_\_\_    Segment \_\_\_\_\_    Sub-Segment \_\_\_\_\_

**Introduced By/Referred By**

Signature over Printed Name / Date       Business Related       RCBC/RCap Employee       Client       Walk-In

**Prepared By**      Account Officer

Signature over Printed Name / Date      Signature over Printed Name / Date

**Validation**

Results: \_\_\_\_\_      Conducted by: \_\_\_\_\_  
Signature over Printed Name/Date

**TERMS AND CONDITIONS**  
*(APPLICABLE TO ALL TYPES OF INVESTMENT ACCOUNTS)*

1. **Documents and Information for Opening of Accounts.** The CLIENT represents and warrants that all documents, including identification papers/cards, presented or to be presented, and all information provided or to be provided by the CLIENT to RCBC Capital Corporation in connection with the CLIENT's application for the opening of, or for any transaction under, any and all present and future accounts (the Account/s") with it are all genuine, true, complete and valid and that the said documents have not been cancelled or revoked and the information correct and subsisting as of the date they were provided to RCBC Capital Corporation.

The CLIENT also warrants that he will submit the documents and information required by RCBC Capital Corporation in relation to such account opening within the required period as may be imposed by RCBC Capital Corp. Failure to submit said documents or information shall result in closure of the Account/s.

The CLIENT also warrants that, in case of any change in the submitted documents and information, the CLIENT will immediately or within ninety (90) days inform RCBC Capital Corp. in writing and submit all relevant documents and information in relation to such change, otherwise, correspondence sent to the last address given shall be deemed to have been received by the CLIENT.

2. **Authority to Disclose.** The CLIENT hereby authorizes RCBC Capital Corp. or its duly authorized personnel to disclose or transfer any information (including personal information) obtained from the CLIENT with any of the officers, branches, subsidiaries, agents and representatives of RCBC and third parties authorized by any of them, wherever situated, for use in connection with the provision of any service or product relating to the CLIENT's Account (s) (including data processing and storage, anti-money laundering monitoring, reviewing and reporting, statistical and risk analysis purposes).

In addition to the foregoing, the CLIENT hereby authorizes RCBC Capital Corp., any branch, subsidiary, affiliate, representative, third party or its duly authorized personnel to transfer or disclose to the Bangko Sentral ng Pilipinas, Anti-Money Laundering Council, Bureau of Internal Revenue, the U.S. Internal Revenue Service or such other relevant regulatory agencies and their duly authorized representatives, any information in relation to the Account/s with RCBC Capital Corp. as may be required by law, regulation or agreement.

Likewise, the CLIENT hereby authorizes RCBC Capital Corp. or its duly authorized personnel to disclose to its foreign and local correspondent banks the information specified herein (and such other additional information provided to RCBC Capital by the CLIENT) for purposes of satisfying the requirements of the latter in relation to the processing, anti-money laundering monitoring review, investigation and audit of the transactions on the CLIENT's present and future accounts.

Likewise, the CLIENT agrees to indemnify and hold RCBC Capital free and harmless, including its officers, directors, employees and representatives, against any and all disputes, claims, demands, losses, penalties, liabilities, costs and expenses of any kind whatsoever, imposed on, incurred by or assessed against the CLIENT in respect of or in connection with the information provided in relation to the Accounts, the disclosure of such documents and information on the Accounts and the consent herein granted.

3. **U.S. Person Declaration:** If the CLIENT is a U.S. person (i.e., a citizen or lawful resident (green card holder) of the United States of America or judicial entity organized under the laws of the United States of America), the CLIENT shall identify himself/itself as one, provide RCBC Capital Corp. with his/its U.S. taxpayer identification number and comply with all information and documentary requirements under U.S. regulations/agreements. The CLIENT hereby declares under penalty of perjury that:

- a) The U.S. taxpayer identification number provided is true and correct, and
- b) He/It agrees to waive any bank secrecy, privacy or data protection rights related to the CLIENT's Account/s

4. **Withholding.** The CLIENT hereby authorizes RCBC Capital Corp. to withhold any and all taxes/amounts in accordance with applicable local and foreign laws or regulations, or as may be required by or pursuant to agreements with local or foreign regulators, authorities or bodies. RCBC Capital Corp. shall notify the client thereof via mail to the CLIENT'S last known address on file or via electronic mail to the CLIENT's designated email address if enrolled in RCBC Capital's electronic channels.
5. **Applicable Rules and Regulations.** In all cases not specifically provided for in the foregoing or otherwise by written agreement between RCBC Capital Corp. and the CLIENT, the usual customs and procedure common in financial institutions in the Philippines shall exclusively govern all transactions between RCBC Capital Corp. and the CLIENT, with regard to the Account/s. The Account/s are also subject to such regulations, terms and/or conditions as may be imposed by BSP, SEC, BIR, PSE, SEC, U.S. IRS and other regulatory agencies relative to the establishment and operation of the Account/s
6. **Amendment:** RCBC Capital Corporation reserves the right to amend its Terms and Conditions on its Investment Accounts, including Supplemental Terms and Conditions at any time and without need of prior or subsequent notice of changes to the CLIENT. Any amendments or changes may be posted at any conspicuous place at the RCBC Capital Corp, RCBC Business Center or its Branch or by publication or other means of communication, electronic or otherwise.
7. **Repeal:** All the other terms and conditions inconsistent with these Terms and Conditions and its supplements are hereby superseded and modified accordingly.

#### CLIENT ACKNOWLEDGEMENT

*I/We hereby acknowledge having read and clearly understood the foregoing and agree to have my present and future account/s governed by these Terms and Conditions stipulated herein, as may be amended from time to time, as well as the rules and regulations of RCBC Capital Corp., the YGC Group of Companies, Bangko Sentral ng Pilipinas, the Banker's Association of the Philippines, the Philippine Stock Exchange and the Anti-Money Laundering Council. I/We hereto agree to notify you in writing or through the Company's channels of any change in the information supplied during account opening.*



\_\_\_\_\_  
*Client Signature Over Printed Name/Date*

## SUPPLEMENTAL TERMS AND CONDITIONS

(In compliance with Bangko Sentral ng Pilipinas Circular No. 857)

### 1. Corporate Promissory Notes Direct Match Facility

The Corporate Promissory Notes Direct Match Facility ("Facility") is designed to provide the Corporate-Borrower ("Borrower") an alternative source of financing other than the financial institutions / lending agencies and may benefit from competitive interest rates due to lower intermediation costs.

The Client-Lender ("Lender") will have another instrument which may provide him higher yield due to the absence of intermediation costs. The Facility involves the issuance of a short to medium term (less than three years) promissory note ("PN") by a Borrower directly to a Lender for negotiated interest and tenor. RCBC Capital ("RCAP"), shall act a broker, custodian, and collecting and paying agent for the Facility, thus, receiving brokerage fees in the process.

### 2. Summary of your Responsibilities

*When you lend to borrowers via the brokering service of RCAP, you assume a number of responsibilities. We have highlighted below some, but not all, of the important responsibilities that you have. These responsibilities include:*

- 2.1 *While we determine the suitability of this Facility to lenders, we do not provide recommendations or accept any responsibility to advise lenders on the suitability of lending decisions or transactions. You, as Lender, have full responsibility for your lending decisions. You assume all risks (including, without limitation, interest rate risk, credit risk, reinvestment risk, liquidity risk,), and you rely entirely on your own due diligence and assessment of the creditworthiness of the Borrower.*
- 2.2 *We will provide you with transaction confirmations. It is your responsibility to review these documents that we provide to you and to notify us within a reasonable period of errors or omissions. If you fail to notify us of errors or omissions, we will no longer be responsible for the error or omission.*
- 2.3 *When you decide to lend, you assume certain payment responsibilities including your obligation to pay fees and charges that may apply to your account and provide cleared funds on the issue date and settlement deadline.*

**Interest rate** : Fixed based on the agreed rate

**Interest payment** : Interest on the Notes shall be calculated on a 30/360 day count and will be paid monthly or quarterly

**Taxation** : 20% Creditable Withholding Tax (CWT) on the interest shall be deducted

**No pre-termination fee**

**Other Charges** : Any fees, charges and commissions related to the remittance of funds from the Issuer to the Noteholder through the Paying Agent shall be for the Issuer's account

*We may/will cancel your reservation and may/will offer it to other lenders if you fail to do so.*

- 2.4 *You commit to maintain your funds until the maturity date specified in the PN, Master Agreement or other form of transaction confirmation that we provide to you. Pre-termination is NOT allowed. Promissory note shall be honored or paid by the Borrower on maturity date. There will be no pre-termination fee*

- 2.5 You authorize RCAP to disclose or transfer to its authorized personnel or agents any information obtained from you in connection with the provision of any service relating to your brokering account (including data processing and storage, anti-money laundering monitoring, reviewing and reporting).
- 2.6 You authorize RCAP, its authorized employees and agents to transfer or disclose to the Bangko Sentral ng Pilipinas, Anti-Money Laundering Council, Bureau of Internal Revenue, the United States Internal Revenue Service or such other relevant regulatory agencies and their authorized representatives, any information as required by law, regulation or agreement.

### **3. General Terms and Conditions**

*By mandating us to be your broker, you agree to be bound by these Terms and Conditions, including the contents of the Master Agreement and the Customer Relationship Form. These Terms and Conditions, the contents of the Master Agreement and the Customer Relationship Form, as may be amended from time to time, constitute the entire agreement between you and RCAP.*

#### **3.1 Who is bound by the Agreements?**

*All the provisions in these Terms and Conditions, the Master Agreement and the Customer Relationship Form are binding on you and any person who succeeds you (including trustees, receivers, your estate, your heirs, executors, administrators, successors and assigns, and other personal and legal representatives) or takes on your obligations. If you have joint lenders, all of the obligations in these Terms and Conditions, the Master Agreement and the Customer Relationship Form are joint and several which means that each of you is fully responsible for those obligations.*

### **4. Master Agreement**

- 4.1 *The Master Agreement, as amended from time to time, sets out the Terms and Conditions under which we operate brokering accounts and carry out instructions with regard to the facility. When you signed the Customer Relationship Form, you acknowledged having received, read, understood and agreed to the Terms and Conditions including this Supplemental Terms and Conditions, governing your brokering account.*
- 4.2 *You appoint us as your broker for direct matching to Borrowers. We will maintain a record of transactions. We will credit to your nominated bank account the net amount of any interest and/or principal on interest payment date and/or maturity date.*

### **5. Default**

- 5.1 *Failure by the Borrower to pay any sum (interests and fees included) when due, or comply with any of the terms and conditions hereof, shall constitute default.*
- 5.2 *In case of default*
- 5.2.a. *the principal shall automatically become demandable without need of prior notice to the Borrower, and the Borrower shall pay the Lender/s, through RCBC Capital Corporation, upon default, without need of demand, the principal together with unpaid interest and fees; and*

5.2.b.the Borrower shall pay, in addition to the stipulated interest and fees, liquidated damages at the rate of 2% per month on the principal and unpaid interest and fees computed from the date of default until the amount due is fully paid.

5.3 *The Borrower hereby waives its right to notice and demand*

5.4 *Interest and fees not paid when due shall be computed every thirty (30) days, which shall be added to, and become part of the principal, and as part of the principal, shall likewise bear interest and shall be subject to fees at the same rate as that indicated above.*

**6. Inquiries and Concerns** If you have any inquiries, concern or complaint regarding our service or the facility, please tell us. You can tell us through any of our employees or through our Credit and Administration Division Head who is our designated Customer Assistance Officer by:

- a. Letter :                    Juan Marcelo M. Quijano  
   Credit and Administration Head  
   RCBC Capital Corporation  
   21/F Tower 2, RCBC Plaza,  
   68191a Avenue, Makati City
- b. Email :                     jmmquijano@rcbc.com
- c. Telephone :                8949000 local 2210

We will record your inquiry/concern and acknowledge receipt within 2 working days from including the name of the person tasked to resolve your inquiry/concern and when you can expect to receive a reply from us. Our Customer Assistance Officer will also explain to you our customer assistance process including the timelines. We may also request you to provide additional information or documents to enable us to satisfactorily resolve your inquiry/concern.

If we will need more time for resolution, we will inform you of the reason but we will keep you informed of the progress. If you are still not satisfied with the resolution of your inquiry/concern, you may seek assistance from the Bangko Sentral ng Pilipinas Consumer Assistance Group.

If our employee cannot answer your inquiry or resolve your concern within 24 hours, our Customer Assistance Officer will acknowledge your inquiry/concern within 2 days and endeavor to resolve it at the soonest time. For further information, please contact us on (632) 8949000.

By reading this and signing below, you certify that you:

- Have read and understand all the Terms and Conditions of this facility.
- Have independently determined that direct lending is suitable for you.
- Fully understand the nature of the facility and the extent of your exposure to risk.

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Name and Signature of the Lender

<b>CLIENT SUITABILITY ASSESSMENT</b>		
<i>ACCOUNT NAME:</i>	<i>Assigned Score Per Selection</i>	<i>Assigned Score Per Question</i>
<b>1. Investment Objective - What is your primary objective for investing?</b> <i>[Answer may be more than 1 but only the choice with the highest Score Per Selection shall be forwarded to the Score Per Question column]</i>		
<i>a. Capital preservation or Liquidity support</i>	<i>1</i>	
<i>b. Temporary investment or Source of regular income</i>	<i>2</i>	
<i>c. Higher potential investment returns</i>	<i>3</i>	
<i>d. For use after retirement or Capital growth</i>	<i>4</i>	
<i>e. Long-term investment</i>	<i>5</i>	
<b>2. Instrument Experience - Which of the following instruments have you previously invested or are currently investing in?</b> <i>[Answer may be more than 1 but only the choice with the highest Score Per Selection shall be forwarded to the Score Per Question column]</i>		
<i>a. Time Deposit</i>	<i>1</i>	
<i>b. Government Securities</i>	<i>2</i>	
<i>c. Bonds/Commercial Papers</i>	<i>2</i>	
<i>d. Promissory Notes</i>	<i>2</i>	
<i>e. Preferred Shares</i>	<i>3</i>	
<i>f. Listed Stocks</i>	<i>3</i>	
<i>g. Warrants</i>	<i>3</i>	
<i>h. Mutual Funds</i>	<i>4</i>	
<i>i. Foreign Currency Swaps</i>	<i>4</i>	
<i>j. Structured Products</i>	<i>4</i>	
<i>k. Derivatives</i>	<i>4</i>	
<i>l. UITFs</i>	<i>4</i>	
<b>3. Years of Experience in Investing -</b>		
<i>a. Less than 1 year</i>	<i>1</i>	
<i>b. Less than 5 years</i>	<i>2</i>	
<i>c. More than 5 years</i>	<i>3</i>	
<i>d. More than 10 years</i>	<i>4</i>	

	<b>Assigned Score Per Selection</b>	<b>Assigned Score Per Question</b>
<b>4. Time Frame - How long do you intend to keep your funds invested?</b>		
<i>a. Very short-term (30-60 days)</i>	1	
<i>b. Short term (Over 60 days to 1 year)</i>	2	
<i>c. Medium term (Over 1 year to 3 years)</i>	3	
<i>d. Long term (More than 3 years)</i>	4	
<b>5. Risk Taking Ability - Considering that higher returns are generally associated with higher risks, you are more comfortable with investments that primarily have:</b>		
<i>a. No risk (No decline)</i>	1	
<i>b. Little Risk (Up to 10% decline)</i>	2	
<i>c. Moderate Risk (More than 10% to 15% decline)</i>	3	
<i>d. High Risk (More than 15% decline)</i>	4	
<b>6. Liquidity Requirement -</b>		
<i>a. Very important</i>	1	
<i>b. Moderately important</i>	2	
<i>c. Slightly important</i>	3	
<i>d. Not important</i>	4	
<b>TOTAL SCORE FOR THE CLIENT</b> <b>[Must not exceed a total of 25]</b>		

Score	Investor Risk Profile	Suitable Investments
6-8	Conservative	
9-11	Moderately Conservative	
12-15	Slightly Aggressive	
16-20	Moderately Aggressive	
21-25	Aggressive/Sophisticated	

Prepared By:

Name and Signature

Position

Name of BC/Division/Group/Third Party

Approved By:

RCBC CAPITAL CORPORATION