

Online Trading Service Agreement
Terms & Conditions 【規約・条件】

This Online Trading Service Agreement is for your Online Trading Account with Eagle Equities, Inc. In consideration of the Broker accepting and maintaining an account for you, you hereby agree that you have read, understand, consent and agree to all the terms and conditions contained in the following Agreement:

私は、Eagle Equities Inc.が株ブローカーとして、下記条件で証券取引を仲介することに同意します。

1. The signature(s) appearing on this form is/are true and official signature(s) of the account and may be used for verification of the said signature(s) at all times and for all purposes. Your signature on this form is official and may be used for verification purposes.

貴方は成年年齢である、または有効に存在する企業の為にサインする権限を持つ方

2. You hereby represent and warrant as follows:

You are of legal age or for corporations, a validly existing corporation with authority to sign on behalf of your corporation.

貴方はフィリピンの規制当局の法律に拘束され、関連する違反に対して責任を負います。

(i) you are of legal age, have full capacity and not otherwise disqualified from executing this Agreement and complying with the terms and conditions hereof.

If you are a corporate applicant, you further represent and warrant that:

(ii) you are a corporation duly organized, validly existing and in good standing under the laws of the Philippines and under the laws of its origin (in case of foreign corporations),

(iii) all appropriate and necessary corporate and legal action have been taken by you to authorize the execution and delivery of this Agreement and the performance and observance of the terms hereof.

(iv) the signatories and the signature(s) appearing on this form are duly authorized signatories of the corporation, and,

(v) in case of a foreign corporation, the execution, delivery, performance and observance of this Agreement by the foreign corporation and by the Broker will not violate the laws of their jurisdiction and the laws of their jurisdiction allow them to enter into and perform this Agreement.

3. You shall explicitly agree to be bound to the bylaws, constitution, rules, regulations, oversight, customs and usage of the Philippine Stock Exchange (PSE), and its clearing house, the Securities Regulation code of the SEC and Capital Market Integrity Corporation (CMIC), and other pertinent laws, rules and regulations, if any, on which such transactions are executed, and shall be held liable for any breach of such laws, rules and regulations.

You are bound by the laws of the regulators of the Philippines and shall be liable for any related breaches.

貴方はフィリピンの規制当局の法律に拘束され、関連する違反に対して責任を負います。

4. The Internet service for the Online Trading Facility is provided on a best-efforts basis by a third party Internet Service Provider. Since the Broker is not the provider of the Internet Service, the Broker shall not be liable for performance, acts, or omission of the said Internet service. Reasonable care and diligence has been taken by the Broker in the choice of its Internet Service Provider for the Online Trading Facility. However, there can be no assurance about the performance and availability of such Online Trading Facility through the Internet, and no such assurance is hereby made, and no assurance shall be deemed to have been made by the Broker by virtue hereof (i.e. possibilities of discrepancy in the data displayed, technical glitch, delayed execution and other risks associated with online trading transactions). Internet is provided by a third party so the Broker is not liable for the services provided by the third party, or any risks in delayed execution or technical glitch associated with this.

インターネットは第三者によって提供されている為、ブローカーは第三者によって提供されるサービス、またはこれに関連する実行の遅れまたは技術的な不具合のリスクに対して責任を負いません。

i)-1 お客様は、オンライントレードが便利で活用しやすい事を理解した上で利用しているが、Eagle Equities Inc.はインターネットサービスの提供元ではない為、インターネットや動作に関する諸問題には責任を負わないことを理解しています。Eagle Equities Inc.は協議を重ねた上で外部業者（インターネットプロバイダー）を選定し、オンライントレードを提供していることが前提です。しかし、インターネットを介したサービスである事から、サービスの性質上保障することは難しいため、諸問題に対する保障についてはEagle Equities Inc.の良心的対応に依存するものとします。

諸問題に対する保障についてはEagle Equities Inc.の良心的対応に依存するものとします。

5. You understand that the Broker provides no tax, legal or investment advice of any kind, nor gives advice or offer any opinion with respect to the nature, potential value or suitability of any particular securities transaction or investment strategy. You further understand that while you may be able to access investment research reports through the Internet from the website, including computerized online services, the availability of such information does not constitute a recommendation to buy or sell any of the securities discussed therein. Any investment decisions you make will be based solely on your own evaluation of your financial circumstances and investment objectives. Any order entered using your password is yours. If third parties gain access to our services, including your accounts, you will cooperate in defending and indemnifying us against any liability, costs or damages arising out of claims or suits by such third parties based upon or relating to such access and use.

発注は全てお客様の責任に基づいて行われます。投資戦略および取引の決定はお客様の判断と責任に基づいて行われます。

Eagle Equities Inc.は税務・法務および投資助言を行っておらず、特定の証券を推奨いたしません。

お客様はオンライントレードから情報を得ますが、Eagle Equities Inc.は特定の証券売買や投資戦略を推奨しておらず、あくまでもお客様の判断において投資が行われるものとなります。

6. The risks attendant to the use of the Online Trading Facility shall be for your account in as much as the use of the Online Trading Facility is electronically and system generated. You authorize the Broker to make transactions in accordance with the order details received via the Online Trading Facility. The Broker, its directors and employees, its affiliates, and the PSE, its directors and employees, will not be liable for any consequential, incidental, special or indirect damage (including lost profits, trading losses, and damages) that result from inconvenience, delay or loss of the use of the Online Trading Facility even if the Broker has been advised of the possibility of such damages. The use and storage of any information including, without limitation, the password, portfolio information, transaction activity, account balances and any other information or orders available on your personal computer is at your own risk and is your sole responsibility. You are responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required for accessing and using the website or related services, and for all communications service fees and charges incurred by you in accessing the website or related services.

7. The Broker and its affiliates, the PSE, its directors and employees will not be liable for any losses not directly attributable to the fault or gross negligence of the Broker or its affiliates, including but not limited to the failure of Internet service, electronic or mechanical equipment or communication lines, telephone or other interconnection problems (e.g. if you are unable to access your online service provider), unauthorized access, theft, operator errors, severe weather, earthquake, floods and strikes or other labor problems. The Broker may modify the Online Trading Facility or change the terms of this Agreement, in whole or in part, upon notice through the Online Trading Facility and/or in writing.

オンライントレードはお客様の責任に基づいて行われるものとします。オンライントレードの遅れ、不具合により間接的に損害、損失を被ったとしてもEagle Equities Inc.およびその関連会社に責任はないとなります。

取引関連データをパソコンで保管すること、ならびに通信手段として電話、あるいはインターネットの通信機能を使用することはお客様の責任において行われます。

8. For use of the Online Trading Facility, you will be given a password to enable you to place orders and access account information through the Broker's website. You acknowledge, represent and warrant that you have received a password which provides access to your account and that you are the sole and exclusive owner and are the only authorized user of such password and accept sole responsibility for use, confidentiality and protection of the password as well as for all orders and information changes (i.e., change of address) entered into your account using such password. You shall be liable for all transactions placed through the Online Trading Facility resulting from the use or misuse of your password. You accept full responsibility for the monitoring and safeguarding of your accounts. You will immediately notify the Broker in writing, delivered via e-mail and registered mail, if you become aware of any loss, theft or unauthorized use of your password and account number; or any failure by you to receive a message from us indicating that an order was received and executed; or any failure by you to receive an accurate written confirmation of an execution; or any receipt by you of confirmation of an order and/or execution which you did not place; or any inaccurate information in your account balances, securities positions, or transaction history. The Broker shall not be liable for any transaction or losses from your account despite receipt of your notice of loss or unauthorized use of your password if such transaction or losses occurred at or prior to the system tagging of your accounts, or failure of the computer machine to register such notice of loss or for any reason whatsoever. If you forget your password, you must submit to the Broker a signed written request for issuance of a new password.

お客様は、取引の注文内容をシステムに入力しても、その取引注文が必ず確定されるわけではない事を理解する。取引が確定されていなかったとしても、Eagle Equities Inc.は責任はありません。取引注文を確定し、実行するかどうかの判断はEagle Equities Inc.が権利を有していることに同意します。取引注文入力後に、Eagle Equities Inc.から注文を承ったと返事がEagle Equities Inc.からあるまでは、Eagle Equities Inc.にはその取引に係る責任は発生しません。取引注文の取消を依頼したとしても、必ず取消出来るわけではありません。取引所で売買が成立する前に取消以来が到着し、取引所で当該取引注文との整合性を確認してから取消が可能となります。

短期取引の場合、取引時間中に取消できますが、取消についてもEagle Equities Inc.から通知が届いてから可能となります。なお、取引所からの報告の遅れ等に起因し、取引状況を知り得るのが遅くなる場合があることに同意します。報告が遅くなる可能性のある売買注文に係る内容としては、事前に知らされていなかった発注分、注文期限が過ぎた分、注文取消分、売買が成立した分などが挙げられます。

また、報告書、売買取引内容（誤った値段で売買した場合のやり直し等を含む）の修正についても報告されるものとします。

9. You understand that all orders entered by you electronically are based upon your investment decisions and are unsolicited and your sole responsibility and you will not hold, nor seek to hold, the Broker or any of its officers, directors, employees, agents, subsidiaries or affiliates, liable for any trading losses or other losses incurred by you. You understand that entering an order with the Broker, including market orders does not guarantee execution of the order (e.g. technical glitch, unmatched posting(s), etc.), and you agree that the Broker shall not be responsible for any order that is not executed. You understand that the Broker has the right to break any executed transaction on the grounds that it was, in the Broker's opinion, "clearly erroneous". The Broker shall not be deemed to have received any order electronically transmitted by you until we have actual knowledge of such order. When you place a request to cancel an order, the cancellation of that order is not guaranteed. Your order will only be canceled if your request is received in the marketplace and matched up with your order before your order is executed. During market hours, it is rarely possible to cancel your market order as market orders are subject to immediate execution (cancellation of order(s) cannot be made during pre-opening from 9:00 am to 9:30am). Do not assume that any order has been executed or cancelled until you have received a transaction confirmation from the Broker via e-mail or the website. Be aware that the Broker, from time to time, receives late reports from the exchange reporting the status of transactions. Accordingly, you may be subject to late reports related to orders

that were previously unreported to you or reported to you as being expired, cancelled, or executed. In addition, any reporting or posting errors, including errors in execution prices, will be corrected to reflect what actually occurred in the marketplace.



お客様は、取引の注文内容をシステムに入力しても、その取引注文が必ず確定されるわけではない事を理解する。取引が確定されていなかったとしても、Eagle Equities Inc.は責任はありません。取引注文を確定し、実行するかどうかの判断はEagle Equities Inc.が権利を有していることに同意します。取引注文入力後に、Eagle Equities Inc.から注文を承ったと返事がEagle Equities Inc.からあるまでは、Eagle Equities Inc.にはその取引に係る責任は発生しません。取引注文の取消を依頼したとしても、必ず取消出来るわけではありません。取引所で売買が成立する前に取消以来が到着し、取引所で当該取引注文との整合性を確認してから取消が可能となります。

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また、報告書、売買取引内容（誤った値段で売買した場合のやり直し等を含む）の修正についても報告されるものとします。

10. You agree to accept confirmations of purchases and sales, and statements of account via email. It is understood that in the event of any failure to notify the Broker in writing of any change of email address, all communication so sent, shall constitute personal delivery to you and be deemed delivered and received.

Eagle Equities Inc.は取引報告書、残高報告書を指定の登録メールアドレスに送信します。その記載内容は、到着後、24時間以内に訂正がなければそのままお客様に認められたものとみなします。

11. You agree that the Broker may terminate this Agreement or close, deactivate or block access to your account. The Broker can reject any electronic orders, if in its absolute discretion, there are grounds in doing so, and shall not be bound to furnish you any reasons thereto. The Broker may restrict or remove your access or reject orders at any time for any reason if they think that there are grounds in doing so and without prior notice to you.

ブローカーは、理由を事前に通知することなくアクセスを制限または削除したり、注文を拒否する事があります。

12. You shall not transmit, distribute, redistribute, disseminate or make available to any third party the data arising from or derived from the PSE trade.

n) フィリピン証券取引所の各データは不正使用が禁止されており、リンクの貼り付け、またはサイト内容の複写および貼り付けが出来ないことを承知いたします。

13. All orders for the purchase of securities through the Online Trading Facility will be on cash basis. Your account must contain sufficient funds to cover the purchase price of the securities, the Broker's commission, and all the applicable costs attributable to you as the buyer. Any order inadvertently accepted and executed without sufficient funds in the account will be subject to cancellation or liquidation at the Broker's discretion and without prior notification. In the event your account is liquidated, you will be liable for any resulting losses and all associated costs incurred by the Broker.

14. You may not sell a stock that is not available in your portfolio.

You may only purchase securities if your account has sufficient funds. You may not sell a stock you do not have in your portfolio. 口座に十分な資金がある場合のみ、証券を購入できます。ポートフォリオにない株を売ることはできません。

15. You understand that the Broker will charge commissions and other fees for execution or any other service furnished to you, and you agree to pay such commissions and fees at the Broker's then prevailing price. You acknowledge and agree that such commission rates and fees are determined and set solely by the Broker and are subject to change at any time, with reasonable notice by posting such notice on the website, and you agree to be bound thereby. You further agree to pay all applicable fees and taxes.

16. All applicable fees and taxes will be computed at the end of the trading day, and will be posted and reflected in your account the next trading day. You further agree to pay all applicable fees and taxes, which will be computed at the end of day, for posting the next trading day.

更に、該当するすべての手数料と税金を支払うことに同意します。これらは、翌日の取引のために、一日の終わりに計算されます。

17. The Broker will receive dividends on your behalf, and will credit your account on or shortly after the payable dates. You will be notified of any subscription rights received by the Broker for your account. The Broker will receive dividends on your behalf, and will credit your account.

ブローカーはお客様の代わりに配当金を受け取り、お客様の口座に入金します。

18. You agree that the Broker is allowed to sign a proxy appointing a representative to attend and vote at a stockholders meeting of any listed company whose shares you own. The broker is allowed to sign a representative/ proxy to attend and vote at stockholders meetings for the client.

ブローカーは代表者/代理人に署名して、クライアントの株主総会に出席して投票することができます。

19. Any and all securities, or contracts relating thereto, now or hereafter held or carried by the Broker in any of your account (either individually or jointly with others), are to be held by the Broker as security or collateral for the payment of any liability to the Broker in any of the said account(s), with the right on the part of the Broker to transfer moneys or securities from any one account(s) to another when in the sole and exclusive judgment of the Broker, such transfer may be necessary; and all such securities may, from time to time, and without notice be pledged and repledged by the Broker, either separately or in common with other securities,

for any amount due upon your account(s), without the Broker retaining in its possession or control for delivery a like amount of similar securities or commodities.



20. The Broker is specifically authorized to lend, either separately or with other securities, to itself or to others, any of your securities held by it as collateral for all liabilities to the Broker. The Broker has the authority to hold securities as collateral for all liabilities to the Broker.

ブローカーには、ブローカーに対するすべての負債の担保として証券を保有する権限があります。

21. In the event of a tender offer which may lead to delisting of the listed company, the Broker shall have discretion to tender your shares unless you inform the Broker in writing or via email, before the prescribed deadline, of the intention to refuse the offer and NOT tender your shares. All proceeds from such availing of tender offer will be credited to your account.

In the event of a tender offer leading to delisting of a company, the broker may sell your shares and credit to your account unless you inform them that you do not want to sell.

会社が上場廃止になり公開買付けがある場合、ブローカーは、売却したくないことを通知しない限り、お客様の株式を売却し、口座からクレジットする事が出来ます。

22. At the Broker's sole discretion, the Broker may impose charges, amount of which is reasonable, against your account to cover maintenance costs in the event that your account has had no trading transactions and has been Inactive for more than six (6) months. If your account is classified as Dormant, or has no trading transaction(s) for more than three (3) years, the Broker has the right to (a) uplift securities (in order to obtain physical certificate(s)) at your expense, and if needed, (b) sell-out enough securities to pay for: maintenance costs owed to the Broker, upliftment charges, mailing costs and other expenses, and (c) return the certificates and remaining funds to you through any of your last known addresses. Should any or all of these foregoing measures fail, you agree that the Broker will then (d) turn over the assets remaining in your account to the SEC (as per SRC 52.1-8F) or (e) do otherwise as instructed by regulators.

Broker may impose charges if your account has no trading transactions for 6 mos or inactive (no trading for 1 year). If your account is dormant (no trading for 3 years), the Broker may uplift securities to get physical certificates to send to your last known address. In the process, the Broker may sell some securities to cover the costs incurred in this process. If failed, these assets will be turned over to the SEC or regulators.

アカウントに6ヶ月または非アクティブの取引がない場合（1年間に取引がない場合）、ブローカーは料金を課す場合があります。アカウントが休止状態の場合（3年間取引が行われない場合）、ブローカーは証券を引き上げて、最後の既知の住所に送信する物理的な証明書を取得する場合があります。ブローカーは、この処理で発生した費用を賄うために、いくつかの証券を販売する場合があります。失敗した場合、これらの資産はSECまたは規制当局に引き渡されます。

23. Any amount due from you to the Broker shall bear interest at a rate which shall be determined by the Broker and at which rate shall be equivalent to the cost of the funds of the Broker for maintaining such balances.

Any amount/liability to the Broker shall bear interest at rate determined by broker.

ブローカーに対する金額/責任は、ブローカーによって決定されたレートで利子を負担するものとします。

24. It is agreed that in the event of any controversy or litigation arising out of this Agreement, the books of the Broker shall be final and conclusive evidence of the amount due to the Broker. In the event of any controversy or litigation arising out of this Agreement, the Broker shall be entitled to reimbursement for all actual expenses of litigation as well as attorney's fees and cost of suit. Venue for litigation shall be in the proper courts of Mandaluyong, and you hereby waive any other applicable venue. In event of litigation arising from this Agreement, the Broker's books shall be final evidence of amount due to the Broker. Venue will be in Mandaluyong, Philippines

本契約から訴訟が発生した場合、ブローカーの帳簿は、ブローカーが支払うべき金額の最終証拠となります。会場はフィリピンのマンダルューヨンになります。

25. It is hereby further agreed that the terms and conditions printed on this Agreement form part hereof as fully as if they were stated at length over your signature(s) hereto affixed and they are therefore unconditionally agreed to.

26. This Agreement shall likewise take effect immediately, and shall not be revoked by a party except upon five (5) days prior written notice to the other party, and in any event, notwithstanding such revocation, the terms hereof shall continue to be effective as against all transactions entered into by the Broker prior to receipt by the Broker of the written notice of revocation from you. This Agreement shall inure in favor of the Broker's successors and assigns and shall continue until a signed notice of revocation is received.

27. References to the Securities and Exchange Commission, the Philippine Stock Exchange and the PSE Clearing House shall be deemed to refer also to their successors in interests and assigns.

Conforme:

Signature over printed name/ Date

お名前をご記入頂き、上にサイン。また日にちもご記入お願い致します。

Please sign the accompanying form with your valid signature and send back to us.

添付フォームにサインし、弊社にご送信をお願い致します。