

Funding the Republic

## REPUBLIC OF THE PHILIPPINES DEPARTMENT OF FINANCE

## **BUREAU OF THE TREASURY**

INTRAMUROS, MANILA 1002

## INVESTOR'S UNDERTAKING

<u>For Individuals</u>			
Name:		 	
Address			
Tax Identification No.			
For Juridical Person			
Name:		 	
Principal Office Addr	ess:	 	
Tax identification No.	.:	 	
Place of Incorporation	ı:		
Name of Representati	ve:		
Capacity /Position of	Representative:		

- A. Hereby agree to be bound by the provisions of a written authority or a special power of attorney, or any relevant agreements I/we have entered into concerning my/our government security holdings, thereby confirming my/our authority for BTr-RoSS to carry out and execute the acts or instructions referred to in the aforesaid documents.
- B. It is understood that the Registry of Scripless Securities (RoSS) administered by the Bureau of Treasury is the official registry of ownership of or interest in government securities; that government securities floated/originated by the National Government under its scripless policy are recorded in RoSS as well as subsequent transfer of the same; and that I/we will abide by the rules, regulations, guidelines and procedures of BTr concerning government securities.

## And further undertake as follows;

- 1. To create/open through a BTr-accredited front end-system a Principal Securities Account with RoSS to ensure that title to scripless government securities is officially recorded in my/our name and under my/our control.
- 2. That as a condition for the creation/opening of my/our Principal Securities Account with RoSS, I/We have opened a settlement bank account with (ROBINSONS BANK CORPORATION as Settlement Bank) to which coupon and maturity proceeds any other payments to be made on my/our government securities holdings will be credited or debited; undertake to furnish the RoSS of said settlement bank account number as a condition for the creation/opening of my/our Principal Securities Account; and give notice at least three(3) business days prior to any coupon and/or maturity payment of any change in the settlement Bank and/or settlement bank account number.

- 3. That no transfer of government securities shall be made or recorded in RoSS during a prescribed Closed Period in accordance with the terms and conditions of the particular government securities issued.
- 4. That in the case of outright sale transactions of government securities including that of RTBs, I/we undertake to sell the same to any of the GSEDs or other trading participants of a trading market where government securities are listed, save those provided for under existing rules and regulations on government securities applicable to tax-exempt institutions, government —owned or controlled corporations and local government units. Otherwise, I/we shall have the said securities delivered to my/our broker/agent/custodian for trading or any other transactions pursuant to a relevant written instruction/authority.

5.	To receive notices and/or statements of securities account upon my/our demand
	from RoSS through any of the following modes: ( Please indicate choice)
	☐ Deliver electronically to Broker/Dealer/Agent/Settlement Bank ☐ Other modes: (i.e. deliver electronically to my email address:
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I/We hereby agree to abide with the Schedule of Fees and the manner of collection, as may be prescribed by the BTr from time to time.

- 6. That I/We expressly agree and acknowledge that the crediting to the regular demand deposit account of my/our Settlement Bank of coupons and/or redemption value due my/our scripless government securities, shall constitute actual receipts of payment by me/us.
- 7. To hold the BTr, its officers, employees and agents free and harmless against all suits, actions, damages or claims arising from failure of my/our Settlement bank to credit my/our bank account for coupons and maturity values on due date.
- 8. That all my instructions affecting my/our scripless government securities which are transmitted to or received in good faith by RoSS from myself/ourselves or my/our designated broker/dealer/agent/custodian are covered by relevant documentation indicating my/our express consent and authority.
- 9. That I/We expressly warrant and authorize the delivery of copies of all evidence of authority granted to my/our designated broker/dealer/agent/custodian to transact on my/our scripless government securities upon reasonable demand by BTr.
- 10. That I/We undertake to immediately notify the BTr of any unauthorized trade of my/our scripless government securities and until receipt of such notice, transactions effected by BTr in good faith are deemed valid.
- 11. To render free and harmless the BTr, its officers, employees and agents for any claim or damages with respect to trade transactions carried out in good faith.
- 12. That while it is understood that BTr shall maintain the strict confidentiality of records in RoSS. I/We hereby expressly waive and authorize BTr, to the extent allowed by law, to disclose relevant information in compliance with Anti-Money Laundering laws, rules and regulations.
- 13. To submit to the BTr the relevant special power of attorney or authorizations issued to my/our agent upon demand of BTr.

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	ed Signatory ns Bank Corpora	ation						
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