

*(for Peso Sovereign Bonds)*  
*(corporate clients)*

**SECURITIES ACCOUNT NO.** \_\_\_\_\_

**SPECIAL POWER OF ATTORNEY**

\_\_\_\_\_,  
a corporation duly organized and existing under the laws of the \_\_\_\_\_, with principal place of  
business and postal address at \_\_\_\_\_  
(the "Company"), duly represented herein by its \_\_\_\_\_,  
\_\_\_\_\_ (as authorized pursuant to the attached Board Resolution dated  
\_\_\_\_\_), has appointed **BANK OF THE PHILIPPINE ISLANDS** (the "Bank"), whose  
principal address is 17<sup>th</sup> Floor, Galleria Corporate Center, Edsa corner Ortigas Avenue, Quezon City,  
Philippines, to be my true and lawful attorney-in-fact, to act for me and in my name, place and  
stead, in appointing and transacting business, directly or indirectly with the **BUREAU OF TREASURY**  
(the "Custodian"), a third party custodian duly accredited by the Bangko Sentral ng Pilipinas ("BSP") in  
accordance with BSP Circular No. 428, Series of 2004, in reference to any and all corporate and  
government bonds, bills of exchange, certificates of deposit, convertible bonds, debentures, promissory  
notes, shares of stock, certificates of participations in any fund, and such other commercial paper,  
documents, and instruments of any kind or nature, now or hereafter held by me in my name (the  
"Securities"), to wit:

1. **Power and Authority.** The Bank is hereby authorized to do and perform the  
following specific acts:

- (a) to open on my behalf a Securities Account with the Custodian  
and to deliver the Securities to the Custodian for the latter's  
safekeeping;
- (b) to execute trade transactions (i.e., buying and selling  
instructions including relaying of instructions to the  
custodian to receive or deliver securities in order to  
consummate the buy/sell transactions) in my account with the  
Custodian;
- (c) to receive the proceeds, income, interests, dividends, profits,  
payments and all other sums accruing to and due to the  
Securities as Settlement Account;
- (d) to authorize debit and set-off from any amount otherwise  
payable to me, the applicable fees of the Custodian, all costs,  
expenses and charges incurred in connection with the  
Securities, including the applicable administrative and  
warehousing fees and such other costs, fees and expenses  
incurred by the Bank as my attorney-in-fact, as well as taxes  
or deductions required by law; and
- (e) to disclose information or authorize the Custodian to make  
such disclosure regarding the account with the Custodian  
when such disclosure is required under applicable law or  
regulation and notwithstanding the provisions of the Bank

Secrecy Deposits Law (Republic Act No. 1405) and the Foreign Currency Deposit Act (Republic Act No. 6426), as each may be amended.

2. **Limitation of Liability.** All actions that the Bank takes as my duly constituted attorney-in-fact pursuant to this authority shall be for my account and risk. The Bank may refuse to act and shall have no liability for such refusal to act on any instructions given by me if it believes, in good faith, that such instructions are contrary to any law, rule, or regulatory requirement.

I will not hold the Bank responsible nor liable for any failure or delay in the performance of its obligations as my attorney-in-fact, or for any loss, impairment or damage, arising out of or caused directly or indirectly by circumstances beyond its control such as but not limited to acts of God, force majeure, earthquake, fires, floods, civil or military disturbances, sabotage, loss/interruption/malfunction of power/communication utilities or computer hardware or software, labor disputes, or acts of civil/military/government authorities that effectively prevent or delay the performance of specific obligations stipulated herein. I shall hold the Bank free and harmless and shall indemnify it for any claim, liability, or loss incurred in the performance of its functions as attorney-in-fact, except for those due to gross negligence or fraud.

3. **Effectivity.** I agree that this Special Power of Attorney shall take effect immediately upon its execution.
4. **Termination.** This Special Power of Attorney may be terminated upon written notice to the Bank, and with the copy of such written notice of termination given to the Custodian. Such termination shall not prejudice transactions entered into and obligations incurred pursuant to Sections 1 and 2 hereof, prior to the date of termination.

**HEREBY GIVING AND GRANTING**, unto our said attorney-in-fact full powers and authority to do and perform all and every act requisite or necessary to carry into effect the foregoing powers, as fully to all intents and purposes as the Company might or could lawfully do if personally present, with full power of substitution and revocation, and hereby ratifying and confirming all that my said attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in \_\_\_\_\_, Philippines.

\_\_\_\_\_  
[Name & Signature of Principal or Account]

\_\_\_\_\_  
[Name & Signature of Principal or Account]

\_\_\_\_\_  
[Name & Signature of Principal or Account]

\_\_\_\_\_  
[Name & Signature of Principal or Account]

Signed in the presence of and signature verified by "Bank":

\_\_\_\_\_)  
Name and Signature

"Bank"



\_\_\_\_\_  
Name & Signature

SUBSCRIBED AND SWORN to before me, this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ at \_\_\_\_\_, Metro Manila, affiant exhibiting to me his (competent evidence of identity based on A.M. No. 02-8-13-SC) No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

NOTARY PUBLIC

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