



Annex C

INVESTOR'S UNDERTAKING

I,

For Individual Investors *Name:*
of legal age

Address:

Civil Status:

For Juridical Entity
authorized to do business
in the Philippines

Name:

Principal Office Address:

Place of Incorporation:

Name of Representative:

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 agreement 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 the Treasury is the official registry of ownership of or interest in government securities; that all government securities floated/originated by NG 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 and regulations of BTr-RoSS concerning government securities.

And further undertake as follows:

1. To create/open through the Client Interface System a Principal Securities Account with RoSS to ensure that title of said scripless 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 bank account with [_____ as *Settlement Bank*] to which coupon and maturity proceeds and any other payments to be made on my/our government securities holdings will be credited; undertake to furnish the RoSS of said bank account number; 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 bank account number.
3. That no transfer of securities shall be made (i) during the period of two (2) business days ending on (and including) the due date of any redemption payment of principal and (ii) during the period of two (2) business days ending on (and including) the due date of any coupon payment date (the "Closed Period"). I/we further acknowledge that the BTr shall prevent any transfer of the securities to be recorded in RoSS during any Closed Period.
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, 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 agent for trading or any other transactions pursuant to a relevant written instruction/authority.
5. To receive notices and/or statements of account upon my/our demand from RoSS through any of the following modes: (*Please indicate choice*)
 - ☐ Deliver electronically to Agent
 - ☐ Deliver electronically to Settlement Bank (for pick up)

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 securities, shall constitute actual receipt 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 instructions affecting my/our scripless securities which are transmitted to or received in good faith by RoSS from myself/ourselves or my/our designated agent 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 agent to transact on my/our scripless securities upon reasonable demand by BTr.
10. That I/we undertake to immediately notify the RoSS of any unauthorized trade of my/our scripless 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 instructions 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 authorization issued to my/our agent upon demand of BTr.

IN WITNESS WHEREOF, I/We hereunto affix our hands this _____ day of _____ at _____, Philippines.

Name & Signature of Investor

Conforme:

Settlement Bank

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of _____, personally appeared:
Name: CTC No. Date: Place of Issue:

(Investor or Representative of Juridical Entity)

known to me and to me known to be the same person who executed the foregoing instrument and he/she acknowledged to me that the same is his/her free and voluntary act and deed (and the free act and deed of the entity represented).

WITNESS MY HAND AND NOTARIAL SEAL this _____ at _____, Philippines.

NOTARY PUBLIC

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of _____.