



REPUBLIKA NG PILIPINAS  
KAWANIHAN NG INGATANG-YAMAN  
(BUREAU OF THE TREASURY)  
Intramuros, Manila 1002

*Funding the Republic*

### **INVESTOR'S UNDERTAKING**

I/We, Investor/s of government securities issued by the Republic of the Philippines, through the Bureau of the Treasury (BTr), undertake and acknowledge that:

- A. I/We shall 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 securities holdings, thereby confirming my/our authority for the BTr to carry out and execute the acts or instructions referred to in the aforesaid documents.
- B. It is understood that the National Registry of Scripless Securities (NRoSS) administered by the BTr is the official registry of ownership of or interest in government securities issued by the Republic of the Philippines under its scripless policy; that the NRoSS is operated by an electronic system (i.e., the NRoSS System or its successor system) which facilitates the transfers of securities in the NRoSS; and that I/we will abide by the rules, regulations, guidelines and procedures of BTr concerning government securities, including specifically those pertaining to the Retail Onshore Dollar Bonds due 2026 and 2031 (the "RDBs") in the form of a Five (5)-Year and Ten (10)-Year Retail Onshore Dollar Bonds in US Dollar denomination.

And further undertake and acknowledge as follows:

- 1. That I/we shall create/open through a BTr-recognized sponsor a securities account with NRoSS 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 securities account with NRoSS, I/we have opened a settlement bank account with \_\_\_\_\_ (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 NRoSS of said settlement bank account number as a condition for the creation/opening of my/our 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 in the case any transaction involving my/our government securities including that of RDBs, I/we shall consult my/our broker/agent/custodian how to properly facilitate such transaction. I/we shall give relevant written instructions/authority to my/our broker/agent/custodian for any transaction involving my/our holdings under its sponsorship or custodianship.
- 4. That in order to receive notices, statements of securities account and other reports that may be needed from the BTr, an appropriate request shall be filed through my/our

broker/agent/custodian using electronic means. The request shall be made subject to the payment of appropriate fees pursuant to the Schedule of Fees as may be published by the BTr.

5. That I/we expressly agree and acknowledge that the crediting to the regular demand deposit account/designated settlement 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.
6. That I/we 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.
7. That all my/our instructions affecting my/our scripless government securities which are transmitted to or received in good faith by the NRoSS or any successor system operating the NRoSS from myself/ourselves or my/our designated broker/ agent/custodian are covered by relevant documentation indicating my/our express consent and authority.
8. That I/we expressly warrant and authorize the delivery of copies of all evidence of authority granted to my/our designated broker/agent/custodian to transact on my/our scripless government securities upon reasonable demand by the BTr.
9. 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.
10. That I/we 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.
11. That while it is understood that BTr shall maintain the strict confidentiality of records in NRoSS. 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 and other legal orders of competent courts.
12. That I/we shall submit to the BTr the relevant special power of attorney or authorizations issued to my/our agent upon demand of the BTr.

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*Name & Signature of Investor*

Conforme:

*Authorized Signatory*  
*Name, Designation & Signature*

*Authorized Signatory*  
*Name, Designation & Signature*