

SPECIAL POWER OF ATTORNEY

I/We, _____, Filipino, of legal age and with address at _____, has appointed **RIZAL COMMERCIAL BANKING CORPORATION** (the "Bank"), whose address is at **6819 AYALA AVENUE, MAKATI CITY**, to be my/our true and lawful attorney, to act for me/us and in my/our name, place and stead, in appointing and transacting business directly or indirectly with the **Bureau of the Treasury-Registry of Scripless Securities** ("BTr-RoSS"), in accordance with BSP Circular No. 428, Series of 2004, to do and perform the following acts or transactions that I/we might or could do in reference to any and all government securities and other securities or issues that "BTr-RoSS" will be allowed to register, now or hereafter held by me/us in my/our name (the "Securities"), and to negotiate and to enter into the necessary contracts or agreements with the "BTr-RoSS" in relation to the opening of an account with "BTr-RoSS" pursuant to BSP Circular Nos. 392 and 457, series of 2003 and 2004 respectively.

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

- a. to open on my/our behalf, a registry account with the Registry of Scripless Securities (RoSS) administered by the Bureau of the Treasury (BTr) ("BTr-RoSS") for the recording and registration of my/our holdings of BTr-issued scripless securities, i.e. Securities Account for Tax Tracking (SATT), RoSS-Client Interface System (CIS), or such other registry accounts that are or may be needed for the execution and settlement of my/our government securities transactions;
- b. to execute trade transactions (i.e., buying and selling instructions, including relaying of instructions to the BTr-RoSS in order to record the transfer of ownership related to the buy/sell transactions) for my/our account with the BTr-RoSS;
- c. to assist and facilitate on my/our behalf, the opening of a savings or current account with its branch banking department (the "Settlement Account"), if none is already existing, with me/us as account holder and under my/our control (except as may be otherwise agreed upon), to serve as the settlement account into which sales proceeds of the Securities consisting of the principal and the interest, upon receipt from the BTr-RoSS, shall be credited and/or against which the purchase price for the Securities and any such charges, fees or costs in relation thereto shall be debited;
- d. as Settlement Bank, to pay out of the Settlement Account or debit and set-off from any amount otherwise payable to me/us, the applicable fees of the BTr-RoSS, 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 of the Bank as my/our settlement bank, as well as any taxes or deductions required by law;

- e. to disclose any and all information in relation to any of my/our BTr accounts or Settlement Account to BTr-RoSS and authorize the BTr-RoSS to make such disclosure regarding any of my/our accounts with the BTr-RoSS, as required under applicable law or regulation and notwithstanding the provisions of Republic Act 1405, as amended.

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

I/We shall not hold the Bank responsible nor liable for any failure or delay in the performance of its obligations as my/our attorney-in-fact, or for any loss, impairment or damage, arising out of or caused directly by circumstance beyond its control such as but not limited to acts of God, 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.

- 3. Ratification.** I/We hereby give and grant unto the Bank as my/our attorney-in-fact full power to do and perform every act whatsoever, requisite, necessary, or convenient to be done, in the premises, as fully as I/we could do if personally present, hereby ratifying all acts of my/our attorney-in-fact heretofore done in respect of any matters of any kind herein set forth.
- 4. Effectivity.** I/We agree that this Special Power of Attorney shall take effect immediately upon its execution.
- 5. Undertaking.** I/We undertake that all securities I/we have purchased or will purchase from banks and non-bank financial institutions have been delivered or will be delivered to the BTr-RoSS and/or a third party custodian. Should I/we fail to deliver all securities outstanding as of the date stipulated by local regulations to the BTr-RoSS and/or a third party custodian, the Bank may be constrained by regulations from further selling securities to me.

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Termination. I/we, or the Bank, may terminate this Special Power of Attorney in writing, with written notice of such termination given to the BTr-RoSS. Such termination shall not prejudice transactions entered into prior to the date of termination.

IN WITNESS WHEREOF, I/we [or authorized representatives] have hereunto signed these presents this _____ at _____, Philippines.

Name of Client/Investor/Institution
& Designation of Authorized Signatory
Address

WITH OUR EXPRESS CONSENT:

Designated Agent

Name & Designation of Authorized
Bank Officer
Settlement Bank

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____ **CITY) S.S.**

BEFORE ME, a duly authorized notary public for and in the above-named jurisdiction, personally appeared on this _____ day of _____, 200_, the following, who are personally known to me and/or identified through competent evidence of identity and with community tax certificate/s, to wit

Name	CTC No.	Date/Place Issued	Competent Evidence of Identity (Type of I.D./I.D. No.)	Issued on/at and/or Valid Until

known to me and to me known to be the same persons who executed the foregoing instrument, and who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that the said instrument is their free and voluntary act and deed and that of the corporation/entity represented, and are duly authorized to sign, if acting in a representative capacity.

I further certify that this instrument refers to a Special Power of Attorney, consisting of four (4) pages, including this page wherein the acknowledgment is written and has been signed by the herein parties and their witnesses.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal on the date and at the place above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 200 ____.”