



ACCOUNT AND SIGNATURE UPDATE FORM

STOCKHOLDERS NUMBER \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF THE CORPORATION

CORPORATE ADDRESS

AUTHORIZED SIGNATORY OF THE CORPORATION:

Last Name First Name Middle Name

PRESENT ADDRESS Street Number Street Name Subdivision

Barangay City/Province Postal Code

DATE OF BIRTH : MARITAL STATUS :
NATIONALITY : TIN :
MOBILE NO. : TEL. NO. :
EMAIL : Other Information :

SPECIMEN SIGNATURE (PLEASE SIGN THREE TIMES)

Three large empty boxes for specimen signature.

REQUIRED DOCUMENTS

INDIVIDUALS - Valid Government issued ID/s
CORPORATION - SEC General Information Sheet, Articles of Incorporation, By-Laws & Secretary Certificate re: Authorized Signatories, valid Gov't issued IDs of authorized signatories

MERALCO CASH DIVIDEND DIRECT CREDIT PROGRAM ENROLLMENT FORM

Bank Name/Branch :
Bank Address :
Account Name :
Savings Account Number :
Current Account Number :
Corporate Email :

CORPORATION WILL RECEIVE CREDIT MEMO ADVISE VIA CORPORATE EMAIL

(FOR RCBC STOCK TRANSFER USE ONLY)

Received By/Date: Signature Verified By/Date: Approved by/Date :

I hereby authorized Rizal Commercial Banking Corporation (RCBC) to credit the cash dividend to THE CORPORATION'S NOMINATED BANK ACCOUNT. That by signing this form, I hereby certify that all the information I provided are true and correct.

SIGNATURE (AUTHORIZED SIGNATORY)

DATA PRIVACY CONSENT

I hereby agree, consent, and authorize RCBC Stock Transfer or Manila Electric Company (MERALCO), its directors, officers, employees, authorized representatives or third parties, to collect, use, dispose, transfer, store, obtain, record, share, update, modify, monitor, and/or process my confidential information, personal information, and sensitive personal information (Personal Data), in accordance with R.A. No. 10173 "The Data Privacy Act of 2012" and its implementing rules and regulations and any of its amendments.

I hereby agree that said Personal Data shall not be shared to third parties outside of MERALCO, other than its stock transfer agent, except in special circumstances where I have given my specific consent or as required by laws, rules, or regulations. I acknowledge that the transfer agent has been required to implement its own data privacy program to secure and keep my information confidential in accordance with law. Said personal data shall be stored in the Stock Transfer Registry System of MERALCO's transfer agent, with a retention of period of up to ten (10) years or such period as the law or the rules required. I acknowledge that I am afforded certain rights in relation to my Personal Data such as the right to object or withdraw my consent and/or edit my consent preference at any time.

I understand, acknowledge and confirm of my/our awareness of the numerous risks inherent and associated in conveying my instructions to RCBC, including the written instructions delivered to or received by MERALCO via e-mail (including but not limited to damages incurred as a result of interception of any email, failure of any encryption of any attachment to an email, viruses within the machine/terminal used by me/us, lack of clarity in the e-mail instructions, and any risks associated with MERALCO or RCBC Stock Transfer Agent processing a forged/tampered e-mail instruction in good faith) and hereby confirm my acceptance of all risks and unconditionally agree that all risks shall be borne by me and MERALCO or RCBC Stock Transfer Agent shall not be liable for any losses or damages arising as a consequence of MERALCO or RCBC Stock Transfer Agent acting on any e-mail instructions by me or purporting to be from me received by MERALCO or RCBC Stock Transfer Agent via e-mail

SIGNATURE (AUTHORIZED SIGNATORY)

## **CASH DIVIDEND DIRECT CREDIT PROGRAM (CDDCP)**

### **TERMS & CONDITIONS**

#### **Liabilities of parties in the event of failure of payments of cash dividend to the designated bank accounts due to system failure, fraud (internal or external intrusion), or any cybercrime related incidents “Force Majeure” or acts of God:**

##### Responsibilities of RCBC in system failure, fraud (internal or external intrusion) and cybercrime related incidents

- In the event of troubles or delay on the transfer of funds on the payable date of cash dividends due to system failure, fraud (internal or external intrusion) or any cybercrime related incident, an internal investigation shall be conducted by RCBC to determine if said incidents is a result of failure on, during, or after RCBC operations. RCBC shall have three (3) days to investigate and determine if said troubles or delays is a result of RCBC operations, a third-party system (beneficiary bank) or a fraud (internal or external intrusion) or a cybercrime related incident. The liabilities of RCBC or MERALCO to the shareholder shall be determined based on the terms of the Stock Transfer, Stock Registrar and Dividend Paying Agency Agreement, including its amendments or supplemental.
- RCBC shall **NOT** be liable to any system failure, fraud (internal or external intrusion) or cybercrime related incidents in a third-party system (beneficiary bank).

##### MERALCO’s funding of accounts

- MERALCO shall be liable to cover any damages or penalties from its failure to deliver or transfer funds on the payable date of cash dividends.

##### Third-party system (beneficiary bank)

- Successful transfer of funds to a third-party system shall no longer be the liability of RCBC but of the shareholders and its beneficiary bank.

##### Reports on transfer of funds and troubleshooting if RCBC electronic delivery system is unsuccessful

- In case of system failure, a check can be issued immediately if no correction can be done on the payable date of cash dividend. The shareholders shall be advised that a check shall be issued within five (5) days and to be delivered to shareholders’ mailing address.
- A status report on the transfer of funds shall be provided to MERALCO within three (3) days.

#### **Failure of cash dividend payment on the payable date due to “Force Majeure” or Acts of Nature cannot be taken against either/or RCBC, to a third-party (beneficiary bank), or MERALCO.**

#### **Liabilities on the part of shareholders and co-depositors if credited fund is a result of system failure, fraud (internal or external intrusion) and any cybercrime related incident:**

- If credited funds are results of system failure, fraud or cybercrime related incident with or without the permission of shareholders and co-depositors, RCBC and MERALCO shall have the authority to recover from designated bank accounts of shareholders and co-depositors. Recovery of funds shall include any amount credited by means of system failure (erroneous, double or multiple credit entries), fraud (internal or external intrusion) or any cybercrime related incident.
- If funds (a result of system failure, fraud or cybercrime incidents) have been willingly or unwillingly withdrawn by shareholders or co-depositors, both accountholders are responsible to return the funds to RCBC.
- If shareholders and co-depositors have failed to pay or return the funds (a result of system failure, fraud or cybercrime), RCBC and MERALCO shall have the authority to hold all future cash dividends in order to recover any unreturned funds. The shareholders shall only begin to receive the cash dividends once the fund has been fully settled.

#### **Credit posting of cash dividends to shareholders’ accounts**

- On the payable date of cash dividends, a cut-off and schedule of crediting of funds shall be implemented by RCBC to beneficiary banks of shareholders. If no significant AMLA findings has been found the crediting of cash dividends can be expected by shareholders on the payable date of cash dividends.

#### **AMLA checking of funds**

- All significant funds (P500,000.00 and above) credited in shareholders’ designated bank accounts shall be subject to AMLA checking by the beneficiary banks. This process may result to a delay in the crediting of cash dividends. If cleared by the beneficiary bank the shareholders shall expect the crediting of cash dividends to their designated bank accounts.

That by signing this form I hereby certify that I fully understand the terms and conditions in this Cash Dividend Direct Credit Program.

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SIGNATURE (AUTHORIZED SIGNATORY)