

REQUEST AND INDEMNITY

I, _____, of legal age, [_____], with address at _____, being the [position] and duly authorized signatory of _____ (“Company”), a company organized and duly existing under Philippine law, with office address at [address], hereby certify, acknowledge and declare the following:

1. The Company maintains a [savings/current] account with account number [_____] with Standard Chartered Bank (“Bank”).
2. On _____, the Company requested for, and was duly issued, a manager’s cheque (“Subject Check”) bearing the following details:

Date	Cheque No.	Payee	Amount
------	------------	-------	--------

3. The Subject Check has since been lost/misplaced while in the Company’s custody and without being negotiated nor delivered, and can no longer be found despite due and diligent search.
4. The Company requests and instructs the Bank to cancel the Subject Check and to issue a replacement check for the same amount and in favor of the same payee as that reflected in the Subject Check.
5. In consideration of the Bank agreeing to act on the Company’s request, the Company hereby agrees and undertakes to hold each of the Bank, its directors, shareholders, officers, representatives, employees and assigns (collectively, the “Indemnified Parties”), free and harmless (indemnifying if necessary) from any cost, loss, damage, claim or liability as a consequence of or incidental to the cancellation of the Subject Check and the issuance of a replacement manager’s cheque, or any Indemnified Party’s reliance upon this Request and Indemnity.
6. The Company further undertakes and covenants to immediately notify the Bank in the event the Subject Check is found, as well as to immediately surrender the same to the Bank, execute any documents and perform any and all acts deemed necessary or appropriate by the Bank to protect and hold harmless all relevant parties under such circumstances. In no event shall the Company hereinafter negotiate or deliver, nor shall it allow the negotiation or delivery, of the Subject Check under any circumstance. .
7. The Company hereby waives its right to institute or initiate any action, complaint, suit or claim against any Indemnified Party relating to, arising from or in connection with, the incidents or circumstances described above and further undertakes to indemnify the Indemnified Parties for all damages arising from the above incidents as a result of any false or misleading information or document which the Company, through its representatives, may have furnished/submitted, or may hereafter furnish/submit, to the Bank or its representative(s).

[Name of Company]

By:

[name and signature]

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ day of _____ 200____, personally appeared:

Name	Competent Evidence of Identity		Community Tax Certificate	
	Type of ID	ID Number/Date Issued and Expiry Date (if applicable)	Number	Date/Place Issued

who was identified by me to be the same person described in the foregoing instrument, who acknowledged before me that his/her signature on the said instrument was voluntarily affixed by him/her for the purposes stated therein, and who declared to me that the same is his/her free and voluntary act and deed and that of the entity represented herein.

This instrument refers to a Request and Indemnity consisting of ____ (____) pages, including this page on which this Acknowledgment is written, signed by the party and his/her instrumental witnesses.

WITNESS MY HAND AND SEAL this _____ day of _____, _____.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.