

**REFERRER INFORMATION AND TRANSMITTAL FORM**

Dear PNB-AAMG:

We are pleased to submit the attached Purchase Proposal Form and required supporting documents from:

Buyer's Name: \_\_\_\_\_

Property's TITLE ID/TCT Number: \_\_\_\_\_ Item No. \_\_\_\_\_

Final Offer: \_\_\_\_\_

As a Referrer of this proposal, I have read and accept the Bank's Terms and Conditions below that will protect and ensure the integrity of all our business dealings.

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**1. REFERRER PRIVILEGE**

- 1.1 This privilege given to eligible referrers may be withdrawn anytime by the Acquired Assets Management Group (AAMG), Referrers have the privilege of receiving commissions from PNB provided that the Referrer facilitated the sale of PNB properties and have complied with all the requirements of the Bank.
- 1.2 PNB reserves the right to restrict or limit the sale or selling activities to be conducted by referrer(/s).

**2. REFERRER'S DUTIES & RESPONSIBILITIES**

- 2.1 Referrers shall be responsible for obtaining updates and other information from PNB, particularly on procedures, guidelines, property nuances and dues.
- 2.2 Referrers must deliver duly executed documents covering the sale, and facilitate the compliance of the buyer with the conditions of the sale and with the payment.

**3. PAYMENT OF REFERRER COMMISSION**

- 3.1 The purchase of any PNB ROPA shall be subject to prior approval by PNB.
- 3.2 PNB reserves the right and has the sole discretion in granting commission on a ROPA sales transaction.
- 3.3 Referrer commission shall be for the account of the bank. It is based on the Selling Price regardless of the payment terms and period.
- 3.4 The payment of commission fee (net of withholding tax) shall be paid in lump sum if the following circumstances have been complied with by the buyer within the **validity period of 60 calendar days** from the date of the Notice of Approval (NOA) letter to the date of notarization of the Deed of Sale:
  - Actual receipt by the Bank on the full payment for cash sales; or the full down-payment for installment sales;
  - Receipt by the Bank of the duly notarized sales documents (i.e., Deed of Conditional Sale, Deed of Absolute Sale, Deed of Acknowledgement)
  - PDCs/Debit Authority duly authenticated by the branch, IDs with three specimen signatures
  - Submission of the BIR Form 2307
  - Other supporting documents required by the Bank indicated in the Purchase Proposal
- 3.5 Failure of the buyer to pay the required down payment for installment sale or full payment for cash sale and to submit the required sales documents within the validity period shall disqualify the referrer of his commission.
- 3.6 Commission shall be released upon the booking of the sale.
- 3.7 All taxes accruing on the receipt of commissions by a referrer which may be due, as mandated by the Philippine government shall be for the referrer's account. The referrer authorizes PNB to withhold the necessary creditable withholding taxes due on the commission and to remit the same to the Bureau of Internal Revenue.
- 3.8 PNB shall recognize the referrer whose name is in the Purchase Proposal Form and on this Referrer Information & Transmittal Form signed by both the buyer and the referrer.
- 3.9 PNB may require the referrer to submit additional documentation prior to the release of commissions.

**4. REFERRER'S PROHIBITED ACTS AND NON-PAYMENT OF COMMISSIONS**

PNB deems the following to be grounds for the termination of the referrer's registration and/or the forfeiture of commissions:

- 4.1 Advertising in various media such as newspapers, internet, radio, television and others without prior written approval of PNB. In case of approved request, all expenses incurred in the advertisement of the properties shall be for the sole account of the referrer.
- 4.2 It is strictly prohibited for referrers to reserve or register a particular property or client except during PNB in-house Auction Events. The buyer must submit a duly accomplished purchase proposal form with a corresponding deposit, to signify his/her intention to purchase a PNB acquired property.
- 4.3 Acts or omissions, including but not limited to defalcation, misappropriation, malfeasance, falsification, any form of misrepresentation, and any fault or negligence of the referrer
- 4.4 Any other violation of the guidelines written herein and updated guidelines governing sales of ROPA which may be mandated by PNB from time to time, or behavior deemed detrimental to the corporate image of PNB shall also be grounds for the termination of the referrer including the forfeiture of commissions in favor of PNB, without prejudice to the right of PNB to pursue other remedies for which it may be entitled to under Philippine laws.

5. GENERAL PROVISION

- 5.1 PNB reserves the right to refuse to sell any PNB ROPA to the buyer referred by a referrer for any reason whatsoever.
- 5.2 Each referrer shall hold PNB free and harmless from any action or claim which may be brought by any person or entity against PNB if the suit is caused by an act of misrepresentation, fault or negligence by the referrer.
- 5.3 Any of the foregoing terms and conditions may be amended by PNB, of which referrers shall be deemed to be bound hereby.

I am voluntarily providing the following personal information for the Bank’s record and reference:

Name of Referrer: *			
	<i>SURNAME</i>	<i>FIRST</i>	<i>MIDDLE</i>
Date of Birth*	Place of Birth*	Nationality: *	Civil Status:
Address: *		Phone No/s.: *	Email Address*:
		TIN*:	SSS / GSIS/Other ID**:
Referrer Type: <input type="checkbox"/> LTGC Employee**: Specify Company-_____			
<input type="checkbox"/> Other: Third Party/Sales Agent			

*\*Mandatory*  
*\*\* Attached copy of two government ID w/ three specimen signatures*

I HEREBY CERTIFY that the above information and attachments are true, correct, accurate and complete to the best of my knowledge and the Bank is authorized to obtain such other information as it may require for the purpose of this referral.

\_\_\_\_\_  
Signature over Printed Name  
Date:\_\_\_\_\_

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BUYER’S ACKNOWLEDGEMENT

This is to acknowledge that \_\_\_\_\_ is my referrer to this sale proposal to PNB. I understand that any commission to be paid to the broker is for the account of the Bank.

\_\_\_\_\_  
Signature over Printed Name  
Date:\_\_\_\_\_