

Indemnity – tax exemption

(Date)

EMPERADOR INC.
7th Floor 1880 Eastwood Avenue,
Eastwood City CyberPark
188 E. Rodriguez Jr. Avenue, Bagumbayan,
Quezon City

Re: Indemnity Undertaking – Cash Dividends from EMPERADOR INC.

Gentlemen:

This refers to the cash dividends due from EMPERADOR INC. (the “Company”) to _____, with principal place of business at _____ (the “**Stockholder**”), in the amount of _____ (Php _____) pursuant to the declaration of the Board of Directors of the Company on _____ (the “**Dividends**”).

The Stockholder hereby represents and warrants to the Company that it falls within any one (1) of the following categories of taxpayers whose income in the Philippines are exempt from tax in accordance with the provisions of the National Internal Revenue Code of 1997, as amended (the “**Tax Code**”) or any other special law or charter creating it (***please check and fill in the spaces below, as applicable***):

An entity whose income from the Philippines is exempt from tax in accordance with Section 32 (B) (7) (a) of the Tax Code because it is:

The Government of: _____

A financing institution owned, controlled, or enjoying refinancing from the Government of: ____

An international or regional financial institution established by the Government of: ____

A Government-owned or Controlled-Corporation, Agency or Instrumentality whose income in the Philippines are not subject to tax in accordance with Section 27 (C) of the Tax Code, a special law, or charter creating it.

An entity which enjoys tax exemption specifically in accordance with a special law, or charter creating it.

Other than its tax-exempt status as mentioned above, the Stockholder further represents and warrants that its exemption from Philippine tax includes income arising from activities conducted for profit, or activities which are not in its ordinary course of business such as income from investments in domestic corporations.

The Stockholder acknowledges that the Company, as withholding agent, is made primarily responsible for the remittance of the correct amount of withholding taxes on the Dividends. Further, penalties are imposed upon the Company under Philippine law for failure to do so. In view thereof, the Stockholder hereby undertakes to:

(a) Submit proof satisfactory to the Company of its exemption from withholding tax on the Dividends, such as, but not limited to, a certification or certified true copy of a charter or special law (authenticated, if issued abroad) from the applicable government agency, and such other official documentation (certified, notarized/authenticated, as applicable) confirming its exemption from Philippine tax;

(b) Indemnify and hold the Company and its shareholders, directors, officers, employees, agents and assignees harmless from and against any and all claims, losses, expenses, taxes, penalties or fines incurred in relation to the filings or payments of, or failure to file or pay, any amounts to the Philippine tax authorities due to or on account of the Dividends; and

(c) In the event of an assessment issued by the Bureau of Internal Revenue for the Company's failure to file or pay the correct amount of tax to the Philippine tax authorities on the basis of the Stockholder's representations stated herein, the Stockholder will be solely liable for, and will promptly pay when due any taxes, fees, charges or other amounts and any tax deficiency and attendant interest and penalty charges and/or damages resulting from misrepresentation or breach or default of any representations stated herein, including any interest and penalties due thereon, due to any authorities in the Philippines with respect to the Dividends. The Stockholder expressly authorizes the Company to pay over to the Philippine tax authorities any amounts that the Company may hold belonging to the Stockholder to settle any deficiency tax liability and attendant interest and penalty charges of the Stockholder and damages of the Company resulting from misrepresentation or breach or default of any representations stated herein arising from the receipt of the Dividends. The Company is under no obligation to settle all or part of the obligation with its own funds, however, should it decide to settle the same, the Stockholder undertakes to promptly reimburse the Company for costs expended in relation to the said assessment/s within thirty (30) days from demand by the Company.

Based on the foregoing, the undersigned hereby requests the Company not to withhold taxes on the Dividends to be distributed to the Stockholder. The Stockholder accepts the continuity of this indemnity undertaking which shall survive a transfer of shares.

The Stockholder hereby further represents, warrants and certifies, that all consents, permits and approvals required for the execution of this indemnity undertaking have been secured and are in full force and effect, and that the person signing this undertaking has been duly authorized to do so by the Stockholder.

(Name and signature of Stockholder or authorized representative)

(APOSTILLE/NOTARIAL ACKNOWLEDGMENT & CONSULARIZATION)