**Treasury** **Buyback Instructions**

Clients should self-service their firm’s position adjustments through the Corporate Actions Web (CA Web) up until the end of day on payable date -2 for events that do not have an electable feature.

For adjustments required after payable date-2 or requiring elections, below you will find the requirements that must be met in order for DTC to suppress interest/principal payments on upcoming allocations.

* Email your request to: [Treasurybuyback@dtcc.com](mailto:Treasurybuyback@dtcc.com)
* The attached Treasury Buyback Suppression template must be used. Any other formats of this template will not be accepted. **If the template or any information is missing or inaccurate, delays in honoring your request will occur.**
* The request must be received from the client directly to allow for DTC processing.

Required Information for payment suppression:

* The request must be received on **stationery with your company’s letterhead.**
* The request must be **dated**.
* The letter must include the **CUSIP number, record date, payable date, rate, participant name and number, shares/bonds to be excluded**.
* Sender’s **name, phone number and email address**.
* **Indemnity Clause** (as stated on attached Treasury Buyback template).
* Authorized, **hand signed** **signature, and title**.
* If the request is submitted by an agent, the participant contact information must be provided including: contact name, phone number and e-mail address**. If a written authorization is not received from the participant, the request will not be processed.**

**(Company Letterhead)**

Date:

To: Depository Trust Company

[Treasurybuyback@dtcc.com](mailto:Treasurybuyback@dtcc.com) (Please include the CUSIP # in the e-mail Subject line)

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| --- | --- |
| ***Please fill out the below information:*** | |
| ***Sender’s Name*** |  |
| ***Phone Number*** |  |
| ***Email Address*** |  |

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| --- | --- | --- |
| ***Treasury Buyback Suppression Request*** | | |
| ***Security Name & CUSIP*** |  | |
| ***Record Date*** |  | |
| ***Payable Date*** |  | |
| ***Number of shares/bonds to be excluded*** |  | |
| ***DTCC Participant Number*** |  | |
| ***Participant Contact Information*** | **Name** | |
|  | **Phone Number** |  |
|  | **Email Address** |  |
|  |  |  |

You must include a contact name, phone number and e-mail address of the individual authorized to verify this adjustment at the participant. If we do not receive written authorization from the participant, we cannot process the request.

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| **Request Explanation** |
| **Please exclude this position from the dividend/interest payment referenced above as a result of the participant (holding treasury shares, processing DWAC etc.).** |

[INSERT INDEMNITOR’S NAME] hereby agrees to jointly and severally indemnify and defend DTC and Cede & Co., and each of their respective subsidiaries and affiliates, officers, directors, employees, agents and attorneys, (the "Indemnitees") against, and hold the Indemnitees harmless from, any Losses[1] and Legal Actions[2] suffered or incurred by the Indemnitees resulting from, relating to, arising out of or in connection with [INSERT THE NATURE OF THE REQUEST] (the “Request”), except as a result of the Indemnitees willful misconduct or gross negligence or fraud. By way of example but not by way of limitation, this indemnity applies to Legal Actions between and/or among [INSERT INDEMNITOR’S NAME] and/or Indemnitees. [INSERT INDEMNITOR’S NAME] represent and warrant that we are duly authorized to execute this indemnity.

|  |  |
| --- | --- |
| ***Authorized Signature(s)*** | |
| ***Signature*** |  |
| ***Printed/Typed Name*** |  |
| ***Title*** |  |

[1] “Losses” means and includes all losses, liabilities, damages, judgments, liabilities, payments, obligations, costs and expenses (including, without limitation, any costs of investigation and legal fees and expenses incurred in connection with, resulting from, relating to, arising out of or in connection with the Request), regardless of whether or not any liability, payment, obligation or judgment is ultimately imposed against the Indemnitees.

[2] “Legal Action” means and includes any claim, counterclaim, demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation before any federal, state or foreign court or other tribunal, or any

investigative or regulatory agency or self-regulatory organization.