

e-SIP Reference Number #: _____

Selling Agent's Control #: _____

1 st Copy	Registrar
2 nd Copy	Selling Agent
3 rd Copy	Applicant



**APPLICATION TO PURCHASE
PHILIPPINE BANK OF COMMUNICATIONS
6.0796% p.a. SERIES A BONDS DUE 2026**

This Application to Purchase (an “**Application**”) 6.0796% p.a. Series A Bonds due 2026 (the “**Bonds**”), together with all the required attachments, must be prepared and completed in all parts by an applicant person (whether natural or juridical) who seeks to subscribe to the Bonds (the “**Applicant Offeror**”). Any Application submitted by a prospective Applicant Offeror must be for the minimum denomination of ₱100,000.00 and in integral multiples of ₱50,000.00 thereafter, as indicated in the Offering Circular dated 26 September 2024 (the “**Offering Circular**”) and in the preliminary Pricing Supplement, dated 11 October 2024. Full information on the Bank and the Group (as applicable) and the Offer is contained in the Offering Circular and in the Pricing Supplement.

Unless otherwise defined, capitalized terms used herein shall have the same meaning as in the Offering Circular, in the Master Terms and Conditions, and the Pricing Supplement. The Bonds will be issued by the Philippine Bank of Communications (“**Bank**” or the “**Issuer**”) and recorded in the electronic Registry maintained by the Philippine Depository & Trust Corp. (“**PDTC**” or the “**Registrar**” or “**Paying Agent**”) and shall be subject to the trading and other applicable rules and regulations of the Registrar and Paying Agent and the Master Terms and Conditions for the Use of the e-Securities Issue Portal (“**e-SIP**”) and Privacy Notice, as applicable, as these may be amended from time to time (collectively, the “**PDTC Rules**”). This Application is irrevocable and, once duly accomplished and submitted, may not be withdrawn or cancelled by the Applicant, subject to cooling-off provisions of BSP Circular 898 (series of 2016). Completed Applications, in triplicate, with all the required attachments and corresponding payments must reach the selling agents (the “**Selling Agents**”) appointed for the offer of the Bonds not later than 5:00 p.m. on 28 October 2024 (the “**Cut-Off Date**”), or such earlier date as may be specified by the Selling Agents. Acceptance by the Selling Agents of the completed Application shall be subject to the availability of the Bonds. In the event that any check payment is returned by the drawee bank for any reason whatsoever or the nominated bank account to be debited is invalid, the Application shall be automatically cancelled and any prior acceptance of the Application shall be deemed revoked. Applications and payments received after the Cut-Off Date or submitted without the required attachments or payments will be rejected. Any Application improperly or incompletely accomplished may likewise be rejected. The Selling Agent, on behalf of the Issuer, reserve the right to accept or reject this Application, and in case of oversubscription, allocate the Bonds available to the Applicants in a manner they deem appropriate. The foregoing notwithstanding, the deadline for the submission of the duly completed Applications to the Selling Agents may be moved to an earlier date at the sole and absolute discretion of the Issuer without prior notice.

This Application, once accepted by the Selling Agents, shall constitute the duly executed purchase agreement covering the amount of the Bonds so accepted and shall be valid and binding on the Issuer and the Applicant. Once accepted, an Application may not be unilaterally revoked or cancelled by the Applicant, in full or in part, and the rights and privileges pertaining thereto shall be non-transferable. Should an Application be accomplished electronically, as required and in accordance with the PDTC Rules and as authorized by the Securities and Exchange Commission, such Application shall govern and shall constitute as the duly executed purchase agreement so accepted and binding on the Issuer and the Applicant, whether directly executed by the Applicant or by the Selling Agents, on behalf of such Applicant.

Name of Applicant: (Last, First, M.I. / Business Name)* _____ Type of Investor: Individual Corporate

The undersigned Applicant hereby applies to purchase the following principal amount of the Bonds (the “**Purchase Price**”), subject to the PDTC Rules, the Master Terms and Conditions as such term is defined in the Trust Agreement, and the Pricing Supplement distributed or made available by the Issuer and Selling Agents in relation to the offer and sale of the Bonds.

BONDS APPLIED FOR AND AMOUNT	
Amount in Words	Amount in Figures
<input type="checkbox"/> Bonds due 2026 _____	₱ _____

Mode of Payment for the Bonds:
I/We hereby pay for my/our purchase of the Bonds as indicated below:

<p>Registration of Securities</p> <p><input type="checkbox"/> Under the name of the Applicant <input type="checkbox"/> Under the name of PDTC Nominee Corp.</p> <p>The Applicant agrees to provide the information below to PDTC Depository for purposes of crediting or lodging Applicant’s purchased securities in its Depository Account below.</p> <p>_____</p> <p>Name of PDTC Depository Participant:</p> <p>_____</p> <p>PDTC Depository Participant BP ID:</p> <p>_____</p> <p>PDTC Depository Participant Omnibus Account No.:</p> <p>_____</p> <p>The Applicant acknowledges that by lodging the security in the Depository under my account, the security shall be registered under the name of PDTC Nominee Corp. in the registry records of the Issuer.</p>	<p>Depository Participant Confirmation and Certification <i>(Note: This is applicable only for Depository Participant Lodging Securities under the PDTC NoCD Facility)</i></p> <p>The Applicant confirms that it is a PDTC Depository Participant and certifies that:</p> <ol style="list-style-type: none"> 1. The securities being lodged in our Depository Account under the PDTC NoCD Facility are securities being purchased by our bona fide clients and shall make available the documents evidencing the clients’ instructions to purchase the Security upon the request of the Issuer, its agent/s and the regulators. 2. We have done, or as applicable relied upon (on the basis of a third party reliance letter issued by an appropriate institution in accordance with current banking regulations), the necessary Know Your Customer procedures to verify the identity of the client. 3. Our clients acknowledge and fully understand that by lodging the security in the Depository under the clients’ NoCD accounts, the security shall be registered under the name of PDTC Nominee Corp. in the registry records of the Issuer 4. We have obtained the consent of the relevant clients to the sharing of the client information to the Issuer or to its authorized agent for purposes of regulatory compliance and processing of corporate actions. <p>_____</p> <p>Printed Name and Signature of Authorized Signatory of the PDTC Depository Participant</p>
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** Required to be filled out under Republic Act Nos. 9160, 9194, 10167, 10365 and 10927, and BSP Circular Nos. 251, 253 and 279, and all other amendatory and implementing laws, regulations, jurisprudence, notices or orders of any Philippine governmental body relating thereto. *In the absence of a valid e-mail address, the Applicant agrees to have its electronic Application, as issued by the Registrar and Paying Agent, delivered to the relevant Underwriter/Selling Agent for the Bonds or to any official e-mail address nominated by such Joint Lead Underwriter and Bookrunner/Selling Agent.*

REPRESENTATION, WARRANTY AND AUTHORIZATION

In executing this Application, the Applicant represents and warrants, under penalty of law, that it is not a Prohibited Holder (as defined in the Master Terms and Conditions as amended by the Pricing Supplement) and is not in possession and has no access to material and non-public information affecting the pricing and marketability of the Bonds or that which substantially impacts an investor’s decision to buy or sell the Bonds once the same are disseminated to the public, and that all information contained herein (including its tax status) and the required attachments is true and correct and that the signatures thereon whether wet-ink or in electronic form are genuine, properly authorized, and obtained without use of fraud, coercion, or any other vice of consent. The Applicant agrees to immediately notify the Issuer and the Registrar and Paying Agent, either directly or through any of the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s or Selling Agents, if anything occurs which renders or may render untrue or incorrect in any respect any of the information given herein (including information given with respect to the Applicant’s tax status or qualification as a non-Prohibited Bondholder) or any of its representations or warranties. The Applicant understands that the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s, Selling Agents, the Registrar and Paying Agent and the Issuer will rely solely on its representations and warranties set forth herein including, without limitation, its declaration that it is not a Prohibited Holder and that it is not in possession and has no access to non-public information as described above, its declaration of its eligibility to subscribe to or hold the Bonds, and its declaration of its tax status, including, if applicable, its tax-exempt status in processing payments due to it under the Bonds. The Applicant agrees to indemnify and hold each of the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s, the Selling Agents, the Registrar and Paying Agent, and the Issuer free and harmless against any and all claims, actions, suits, damages, and liabilities resulting from the non-withholding of the required tax due to the representations as indicated in this Application, any misrepresentation contained herein or any reliance on the confirmations contained herein. The Applicant likewise authorizes the Registrar and Paying Agent to verify the information stated in this Application from any and all sources and in any and all manner, including but not limited to, requesting information contained herein from the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s , or Selling Agent regarding the Applicant’s account/s with the said Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s or Selling Agent (as applicable). By giving authority to the Registrar and Paying Agent and by signing this application, the Applicant hereby gives its consent to the disclosure of or inquiry into its private and confidential information as provided by law or by contract including Republic Act No. 1405 (An Act Prohibiting Disclosure of or Inquiry Into, Deposits with any Banking Institution and Providing the Penalty Therefor), as amended, and allows the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and Selling Agents to disclose all information as may be required by the Issuer and the Registrar and Paying Agent solely and exclusively for the limited purpose of enabling the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and Selling Agents to perform their respective functions, and the Registrar and Paying Agent to perform its functions as registrar and paying agent of the Issuer in the manner contemplated under the Registry and Paying Agency Agreement, as amended or supplemented from time to time (the “**RPA**”), including but not limited to, creating a registry account for the Applicant and updating the Applicant’s information in the Registry with respect to the information contained herein. The Applicant further authorizes the Registrar and Paying Agent and the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and Selling Agents to collect, process, retain, share, dispose and destroy such information that are required to enable the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and Selling Agents to carry out their duties and the Registrar and Paying Agent to carry out their duties under the RPA, including personal, sensitive, or privileged information of such Applicant. In addition, by signing this application, the Applicant hereby (i) consents to the collection, processing, retention, sharing, disposal and destruction by the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s, Selling Agents and Registrar and Paying Agent on behalf of the Issuer of the information contained herein (the “**Information**”) and (ii) acknowledges receipt of notice of and consents to the following:

- (a) The Registrar and Paying Agent, in its capacity as registrar and paying agent of the Bonds, and the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and Selling Agents shall collect, process, retain, share, dispose and destroy the Information in accordance with the Data Privacy Act of 2012 (the “**Data Privacy Act**”) and its Implementing Rules and Regulations (“**IRR**”), as these may be amended from time to time.
- (b) The Registrar and Paying Agent and the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and Selling Agents shall not sell, trade, or otherwise share the Information for marketing purposes to third parties without the consent of the Applicant. The Registrar and Paying Agent and the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and Selling Agents may disclose the Information to:

- (1) government or regulatory agencies if required by applicable law or by an order of government or regulatory agency or if reasonably determined by the Registrar and Paying Agent to be necessary in relation to the use of the Information in connection with the provision of any service related to this Applicant’s registry account and for data processing, storage, retention, collection, sharing, disposal and destruction as may be necessary for the provision of such service, anti-money laundering monitoring, review and reporting and for purposes of complying with any law or regulation (the “Purpose”), for law enforcement purposes, national security or public interest;
 - (2) its employees, directors, officers, representatives, agents, and service providers if the Registrar and Paying Agent and the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and Selling Agents deem it reasonably necessary in relation to the Purpose; and
 - (3) its subsidiaries and affiliates as well as employees, directors, officers, representatives, agents and service providers of such subsidiaries and affiliates if the Registrar and Paying Agent and the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and Selling Agents deem it reasonably necessary in relation to the Purpose.
- (c) The Applicant has rights and remedies relating to the processing of the Information under the Data Privacy Act, its IRR, and under other applicable laws, such as, but not limited to the right to access the Information in accordance with the procedures of the Registrar and Paying Agent, and the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and Selling Agents to have it corrected in accordance with the procedures of the Registrar and Paying Agent and the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and Selling Agents and to file a complaint with the appropriate government agency. Please refer to the National Privacy Commission for details of such rights and remedies.
- (d) The Applicant may address any concerns or questions regarding the processing of the Information to the Data Privacy Officer of the relevant (i) Registrar and Paying Agent, (ii) Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s, and/or (iii) Selling Agents, if any.

The Applicant further accepts the following terms:

Email Indemnity

By indicating its email address above, the Applicant consents to receive all statements, notices and communications via email, and such consent shall operate as its written consent to disclose or inquire into its bank deposits in respect of such statements or notices. The Applicant acknowledges that security of any statement, notice, or communication sent through electronic means is not guaranteed and it assumes all risks in relation to its transmission. The Applicant is responsible for keeping such email access active and existing during the term of the Bonds, otherwise, it shall be liable for any fees or charges that maybe imposed or incurred in transmitting or re-transmitting such communication via electronic means. The Applicant holds the Registrar and Paying Agent free and harmless from any liability, loss, suit, or damage that may arise due to the electronic transmission of statements, notices, and communications.

Cooling-Off Period

The Applicant acknowledges and understands that within two (2) business days from submission of the duly executed Application to the Issuer or the Selling Agent (the “Cooling-Off Period”), the Applicant is allowed to cancel, in whole or in part, the Application to Purchase of the Bonds by providing the relevant Selling Agent within the same period a written notice of such decision to cancel with all the relevant information (the “Written Notice of Cancellation”). The Applicant understands that the cancellation shall be without penalty but shall entitle the Issuer and the relevant Selling Agent to charge and collect reasonable amount of fees, including, but not limited to, processing and/or administrative fees plus any mark to market costs and the manner and basis of its computation (“Fees”) incurred from the time of submission of the duly executed Application up to time of its cancellation, which have been disclosed to me/us prior to execution of this Application. The Applicant fully understands the effect of said cancellation and the nature and amount of Fees.]

Authorization Granted to the Registrar and Paying Agent

All payments under the Bonds shall be credited to the Cash Settlement Account. The Applicant shall be responsible for ensuring that this account is open, active and existing, otherwise, the Applicant shall be liable for any fees or charges that may be imposed by the Cash Settlement Bank or that may otherwise be incurred by the Registrar and Paying Agent in crediting payments of interest or principal to its account. This shall remain valid and effective unless expressly revoked in writing by the Applicant in the manner prescribed under relevant rules and/or agreements.

In the event that the details of the Cash Settlement Account are incomplete or erroneous, or the Cash Settlement Account of the Holder has been closed, dormant, or inexistent, due to which payments to the Holder cannot be effected in a timely manner, and the Paying Agent does not receive any notice from the Holder as described herein, the Cash Settlement Bank shall handle such funds in accordance with its own internal procedures until the correction in the Cash Settlement Bank is effected and until credit of the relevant cash entitlement is completed. In these cases, the Issuer and the Registrar and Paying Agent shall not be liable to the relevant Holder for any failure or delay in the Holder’s receipt of such payments.

The Applicant warrants that the Applicant (and its authorized signatories and representatives) has read and understood the PDTCC Rules, the Master Terms and Conditions, and the Pricing Supplement (as applicable) distributed or made available by the Issuer and the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and Selling Agents in relation to the offer and sale of the Bonds, and unconditionally accepts the same. The Applicant agrees to indemnify and hold the Registrar and Paying Agent, the Issuer, the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and the Selling Agents, free and harmless from and against any and all liabilities, damages, penalties, judgments, suits, expenses and other costs of any kind or nature arising from any act or omission pertinent to their respective obligations under the Bonds, unless such act or omission was committed with gross negligence or willful misconduct. The Applicant further agrees that completion of this Application to Purchase constitutes an instruction and authority from the Applicant to each of the Issuer, the Registrar and Paying Agent, and/or Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and Selling Agents to execute any application form or other documents and generally to do all such other things and acts as the Issuer, the Registrar and Paying Agent, and/or the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and Selling Agents may consider necessary or desirable to effect registration of the Bonds in the name of the Applicant.

The Applicant represents and warrants to the Issuer, the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s, the Selling Agents, and the Trustee of the Bonds (the “Trustee”) that it has independently and, without reliance on the Issuer, the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and/or the Selling Agents or the Trustee, made its own credit investigation and appraisal of the financial position and affairs of the Issuer on the basis of such documents and information it has deemed appropriate and that it has subscribed to the Bonds on the basis of such independent appraisal, and that it shall continue to make its own credit appraisal without reliance on the Issuer, the Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s and/or the Selling Agents or the Trustee.

Full Name of Applicant’s Authorized Representative/s (in print):	Signature/s of Applicant’s Authorized Representative/s:
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ACKNOWLEDGMENT AND ACCEPTANCE

Selling Agent's Acceptance:

- Accepted
 Rejected due to _____

Selling Agent's Certification/Endorsement:

We received this Application, with all the required attachments below, at _____ a.m. / p.m. on ____ 2024.

As applicable, we hereby declare that:

- (a) The necessary Know Your Customer ("KYC") process was conducted on the Applicant pursuant to the Anti-Money Laundering Act and the amendments thereto ("AML") as well as its implementing rules and regulations and our own internal policies, including, but not limited to, doing the KYC on the basis of a third-party reliance letter issued by the appropriate institution as allowed by AMLA and its implementing rules and regulations;
- (b) The identity of the Applicant was duly established pursuant to the AMLA and its implementing rules and regulations;
- (c) To the best of the undersigned's knowledge, all information provided to the Issuer and the Registrar and Paying Agent regarding the Applicant are true, complete, current, and correct;
- (d) Any and all authorizations and waivers from the Applicant necessary for the undersigned Issue Manager, Sole Arranger, and Joint / Sole Lead Arranger/s and Bookrunner/s or Selling Agent to disclose all information required by the Issuer and the Registrar and Paying Agent to determine the eligibility of the Applicant have been duly obtained;
- (e) The Applicant's signature, whether wet-ink or in electronic form, appearing herein is genuine and authentic and was herein affixed freely and voluntarily;
- (f) For the Applicant who indicated to have its securities and/or its clients' securities registered under PDTC Nominee and lodged under its Depository Account and/or its Clients' NoCD Accounts under the PDTC Depository Participant, the documents or any other record evidencing the instructions on the purchase of the Security shall be made available upon request of the Issuer, its agent/s and the regulators.

Selling Agent's Authorized Signatory
Signature over printed name

Selling Agent's Authorized Signatory
Signature over printed name

REQUIRED ATTACHMENTS TO THIS APPLICATION

The Applicant shall submit properly completed Applications to Purchase, whether originally signed or electronically submitted (through the e-SIP upon and subject to the e-SIP's approval by the SEC), together with all applicable supporting documentation in the prescribed form and submitted in the prescribed manner, with full payment of the purchase price of the Bonds in the manner provided in the said Application to Purchase. For the avoidance of doubt, for ATPs that are originally signed and uploaded in bulk, the final ATP shall be that generated by the Selling Agent concerned through the e-SIP upon submission of the sales report. In case of conflict between the originally signed ATP and the electronically-generated ATP from e-SIP, the latter shall prevail.

Corporate and institutional Applicants (including Trust Accounts) must also submit, in addition to the foregoing:

- (a) an original notarized certificate of the corporate secretary or an equivalent officer of the Applicant setting forth resolutions of the board of directors, partners or equivalent body (i) authorizing the purchase of the Bonds indicated in the Application to Purchase and (ii) designating the signatories, with their specimen signatures, for the said purpose;
- (b) copies of its Articles of Incorporation and By-Laws and latest amendments thereof, together with the Certificate of Incorporation issued by the SEC or other organizational documents issued by an equivalent government institution, stamped and signed as certified true copies by the SEC or the equivalent government institution, or by the corporate secretary, or by an equivalent officer(s) of the Applicant who is/are authorized signatory(ies);
- (c) two (2) duly accomplished signature cards containing the specimen signatures of the authorized signatories of the Applicant, validated by its corporate secretary or by an equivalent officer(s) who is/are authorized signatory(ies);
- (d) identification document(s) of the authorized signatories of the Applicant, as specified in item (a) of the immediately succeeding paragraph below; and
- (e) such other documents as may be reasonably required by any of the Selling Agents, the Bank, or the Registrar in the implementation of its internal policies regarding "Know Your Customer" and anti-money laundering to facilitate full compliance with existing AML-related regulatory requirements (e.g. identity of authorized signatories and beneficial owners).

Individual applicants must also submit, in addition to accomplished Applications to Purchase and its required attachments:

- (a) identification document ("ID") of the Applicant which shall consist of any one of the following valid identification documents bearing a recent photo, and which is not expired: Passport, Driver's License, Professional Regulation Commission ID, National ID, National Bureau of Investigation Clearance, Police Clearance, Postal ID, Voter's ID, Barangay Certification, Government Service Insurance System e-Card, Social Security System Card, Senior Citizen Card, Overseas Workers Welfare Administration ID, OFW ID, Seaman's Book, Alien Certification of Registration/Immigrant Certificate of Registration, Government Office and government-owned and controlled corporation ID, e.g., Armed Forces of the Philippines, Home Development Mutual Fund, Certification from the National Council for the Welfare of Disabled Persons, Department of Social Welfare and Development Certification, Integrated Bar of the Philippines ID, company IDs issued by private entities or institutions registered with or supervised or regulated either by the BSP, SEC or the Insurance Commission, or school ID duly signed by the principal or head of the school (for students who are beneficiaries of remittances/fund transfers who are not yet of voting age);
- (b) two (2) duly accomplished signature cards containing the specimen signature of the Applicant;
- (c) validly issued tax identification number issued by the BIR; and
- (d) such other documents as may be reasonably required by any of the underwriters or the Registrar in implementation of its internal policies regarding "Know Your Customer" and anti-money laundering.

The Applicant understands that the Registrar will not issue a Registry Confirmation nor will any Bondholder be allowed to sell or transfer the Bonds until such Bondholder shall have submitted to the Selling Agent all the documents required for the issuance of such Bonds and such Application is endorsed by the Selling Agent to PDTC through e-SIP.

An Applicant claiming exemption from any applicable tax, or is subject to a preferential withholding tax rate shall, in addition to the requirements set forth above, be required to submit the following requirements, subject to acceptance by the Issuer, as being sufficient in form and substance:

- i.
 - (a) For (1) tax-exempt corporations under Section 30 of the Tax Code (except non-stock, non-profit educational institutions under Section 30(H) of the Tax Code); (2) cooperatives duly registered with the Cooperative Development Authority; and (3) BIR-approved pension fund and retirement plan - certified true copy of valid, current, and subsisting tax exemption certificate, ruling or opinion issued by the BIR. For this purpose, a tax exemption certificate or ruling shall be deemed "valid, current and subsisting" if it has not been more than 3 years since the date of issuance thereof;
 - (b) For Tax-Exempt Personal Equity Retirement Account established pursuant to PERA Act of 2008 – certified true copy of the Bondholder's current, valid and subsisting Certificate of Accreditation as PERA Administrator;
 - (c) For all other tax-exempt entities (including, but not limited to, (1) non-stock, non-profit educational institutions; (2) government-owned or -controlled corporations; and (3) foreign governments, financing institutions owned, controlled or enjoying refinancing from foreign governments, and international or regional financial institutions established by foreign governments) – certified true copy of tax exemption certificate, ruling or opinion issued by the BIR expressly stating that their income is exempt from income tax and, consequently, withholding tax;
 - (d) With respect to tax treaty relief, pursuant to RMO 14-2021 – prior to the payment of interest due: (a) three (3) originals of the appropriate form (currently, BIR Form 0901-I (Interest Income)) or Application Form for Treaty Purposes filed by the Bondholder or, if the Bondholder is a fiscally transparent entity, each of the Bondholder's owners or beneficiaries, (b) one (1) original of the valid and existing tax residency certificate duly issued by the respective foreign tax authority of the country of residence of the Bondholder or, if the Bondholder is a fiscally transparent entity, the country of residence of each of the Bondholder's owners or beneficiaries in the form acceptable for recognition under Philippine laws, (c) the relevant provision of the tax treaty providing for the claimed tax exemption or preferential tax rate, in a form acceptable to the Issuer, (d) three (3) originals of the duly notarized, consularized, or apostilled (as the case may be) Special Power of Attorney executed by the Bondholder or the Bondholder's owners or beneficiaries, as may be applicable, in favor of its authorized representative (if the Application Form for Treaty Purposes and other documents are accomplished by an authorized representative) and confirmation acceptable to the Issuer that the Bondholder or the Bondholder's owners or beneficiaries, as may be applicable, is/are not doing business in the Philippines to support the applicability of a tax treaty relief; and (e) an original or certified true copy of the Certificate of Entitlement ("COE") issued by the BIR International Tax Affairs Division ("ITAD") certifying the Bondholder's entitlement to tax treaty relief in connection with the Bonds. It shall be the Bondholder's sole responsibility and obligation to file the tax treaty relief application ("TTRA") with the BIR ITAD to prove its entitlement to tax treaty relief, and in relation thereto, the Issuer shall, upon request of the Bondholder, provide the relevant documents which are required to be submitted for purposes of filing a TTRA. For avoidance of doubt, in order for the preferential rate to apply, the Bondholder must submit the COE issued by the BIR and the Tax Residency Certificate ("TRC"), together with the Application to Purchase, to the Selling Agents. In order for the Issuer to apply the preferential rate for the succeeding taxable years, the Bondholder must submit an updated TRC before the last day of the first month of the taxable year or at least ten (10) business days before the first interest payment for the taxable year, whichever is earlier. The Issuer shall withhold regular tax rates in its interest payments for the ensuing taxable year if the Bondholder fails to provide the updated TRC within the prescribed deadline; and
 - (e) Any other document that the Issuer or PDTC may require from time to time;
- ii. a duly notarized declaration and undertaking, in prescribed form, executed by (ii.a) the Corporate Secretary or any authorized representative, who has personal knowledge of the exemption based on his official functions, if the Applicant purchases the Bonds for its account, or (ii.b) the Trust Officer, if the Applicant is a bank authorized under Philippine law to perform trust and fiduciary functions and purchase the Bonds pursuant to its management of tax-exempt entities (i.e. Employee Retirement Fund, etc.), declaring and warranting that the same Bondholder named in the tax exemption certificate described in (i) above, is specifically exempt from the relevant tax or is subject to a preferential tax rate for the relevant tax, undertaking to immediately notify the Issuer and the Registrar and Paying Agent of any suspension or revocation of the tax exemption certificates or preferential rate entitlement, and agreeing to indemnify and hold the Issuer and Registrar and Paying Agent free and harmless against any claims, actions, suits, and liabilities, or any tax or charge arising from the non-withholding of the required tax; and
- iii. if applicable, such other documentary requirements as may be reasonably required by the Issuer or the Registrar or Paying Agent, or as may be required under applicable regulations of the relevant taxing or other authorities; provided further that, all sums payable by the Issuer to tax-exempt entities shall be paid in full without deductions for Taxes, duties, assessments, or government charges, subject to the submission by the Bondholder claiming the benefit of any exemption of reasonable evidence of such exemption to the Registrar and Paying Agent.

Transfers taking place in the Register of Bondholders after the Bonds are listed or enrolled in PDEX may be allowed between taxable and tax-exempt entities without restriction and observing the tax exemption of tax-exempt entities, if and/or when allowed under, and are in accordance with the relevant rules, conventions, and guidelines of PDEX and PDTC. A selling or purchasing Bondholder claiming tax-exempt status is required to submit the following documents to the Registrar, together with the supporting documents specified under Registry and Paying Agency Agreement upon submission of Account Opening Documents to the Registrar: (i) a written notification of the sale or purchase, including the tax status of the transferor or transferee, as appropriate; and (ii) an indemnity agreement wherein the new Bondholder undertakes to indemnify the Issuer for any tax that may later on be assessed on the Issuer on account of such transfer.

IMPORTANT NOTE

THE BONDS AND THIS APPLICATION TO PURCHASE ARE GOVERNED BY AND ARE SUBJECT TO THE OFFERING CIRCULAR, THE MASTER TERMS AND CONDITIONS, THE PRICING SUPPLEMENT, AND THE TRUST AGREEMENT, AS MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME (ALL OF WHICH ARE MADE AN INTEGRAL PART OF THIS DOCUMENT). THE APPLICANT MAY OBTAIN COPIES OF THE OFFERING CIRCULAR, THE MASTER TERMS AND CONDITIONS, THE PRICING SUPPLEMENT, AND THE TRUST AGREEMENT, WHICH SHALL BE MADE AVAILABLE AT THE OFFICES OF THE ISSUE MANAGER, SOLE ARRANGER, AND SOLE BOOKRUNNER, THE TRUSTEE AND THE ISSUER INDICATED IN THE PRICING SUPPLEMENT THROUGHOUT THE OFFER PERIOD DURING REGULAR BUSINESS HOURS. PLEASE SEE ADDENDUM WHICH FORMS PART OF THIS APPLICATION.