

Joint Lead Underwriter and Bookrunner's / Selling Agent's Control Number #: \_\_\_\_\_  
 e-SIP Reference Number #: \_\_\_\_\_



1 <sup>st</sup> copy	Registrar
2 <sup>nd</sup> copy	Joint Lead Underwriter and Bookrunner/Selling Agent
3 <sup>rd</sup> copy	Applicant

**SMC TOLLWAYS CORPORATION**  
**Series A Bonds: 6.4783% p.a. due 2030**  
**Series B Bonds: 6.7026% p.a. due 2031**  
**Series C Bonds: 6.9331% p.a. due 2034**

**Issue Price: 100% of Face Value**

**APPLICATION TO PURCHASE**

This Application to Purchase (an "Application") for the Series A Bonds: 6.4783% p.a. due 2030, Series B Bonds: 6.7026% p.a. due 2031, and Series C Bonds: 6.9331% p.a. due 2034 (the "Bonds"; and the public offer for sale, distribution and issuance by the Issuer of the Bonds, the "Offer") issued by SMC Tollways Corporation (the "Issuer"), together with all the required attachments, must be prepared and completed in all parts by a person (whether natural or juridical) who seeks to subscribe to the Bonds (the "Applicant"). Any Application submitted by a prospective purchaser must be for a minimum principal amount of Fifty Thousand Philippine Pesos (P50,000.00) and in multiples of Ten Thousand Philippine Pesos (P10,000.00), in excess thereof, as indicated in the final Prospectus dated November 13, 2024 (the "Prospectus").

Unless otherwise defined, capitalized terms used herein shall have the same meaning as in the Prospectus. The Bonds will be recorded in electronic form in the Registry of Bondholders maintained by the Philippine Depository & Trust Corp. ("PDTC" or the "Registrar and Paying Agent") and shall be subject to the rules and regulations of the Registrar and Paying Agent and the Terms and Conditions for the Use of the e-Securities Issue Portal ("e-SIP"), as applicable (collectively, "PDTC Rules"). This Application is irrevocable and, once duly accomplished and submitted, may not be withdrawn by the Applicant. Completed Applications, in triplicate, with all the required attachments and corresponding payments must be received by any of the Joint Lead Underwriters and Bookrunners (the "Joint Lead Underwriters and Bookrunners") and the Selling Agents (the "Selling Agents") appointed for the Offer not later than 5:00 p.m. on November 27, 2024 (the "Cut-Off Date"), which is the end of the Offer Period, or such earlier date and time as may be mutually agreed by the Issuer and by the Joint Lead Underwriters and Bookrunners. Acceptance by the Joint Lead Underwriters and Bookrunners and 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 said 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 Issuer, acting through the Joint Lead Underwriters and Bookrunners, reserves 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. If the Bonds are insufficient to satisfy all Applications, the available Bonds shall be allotted at the discretion of the Joint Lead Underwriters and Bookrunners, in consultation with the Issuer, and without prejudice and subject to the Joint Issue Managers' and Joint Lead Underwriters and Bookrunners' exercise of the right of rejection on behalf of the Issuer. The foregoing notwithstanding, the deadline for the submission of the duly completed Applications to the Joint Lead Underwriters and Bookrunners or the Selling Agents may be moved to an earlier date at the sole and absolute discretion of the Issuer and the Joint Lead Underwriters and Bookrunners without prior notice.

This Application, once accepted by the Joint Lead Underwriters and Bookrunners or 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.

<b>Name of Applicant: (Last, First, Middle / Business Name)*</b>		<b>Type of Investor:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Corporate / Institutional	
I/We (the "Applicant") hereby apply to purchase the following principal amount of the Bonds (the "Purchase Price"), subject to the PDTC Rules, the Terms and Conditions (as such term is defined in the Trust Agreement), and the Prospectus distributed or made available by the Issuer, the Joint Lead Underwriters and Bookrunners, and the Selling Agents in relation to the offer and sale of the Bonds, this Application to Purchase, the Articles of Incorporation and By-Laws of the Issuer (each as amended to date), the Trust Agreement (as applicable), and applicable laws and regulations as a whole.			
<b>BONDS APPLIED FOR AND AMOUNT</b> <i>(Please fill out a SEPARATE APPLICATION for each series of the Bonds)</i>			
<b>Amount in Words</b>		<b>Amount in Figures (P)</b>	
<input type="checkbox"/> Series A Bonds due 2030 _____		P _____	
<input type="checkbox"/> Series B Bonds due 2031 _____		P _____	
<input type="checkbox"/> Series C Bonds due 2034 _____		P _____	
<b>Mode of Payment for the Bonds:</b>			
<input type="checkbox"/> Real Time Gross Settlement (RTGS)  I/We have caused the crediting of the Total Purchase Amount (as stated above) in cleared funds, covering full payment for the Bonds covered by this Application to the Joint Lead Underwriter and Bookrunner or the Selling Agent named below, for the account of the Issuer.	<input type="checkbox"/> Manager's or Cashier's Check; Bank/ Check No. _____  Attached herewith is a check for Total Purchase Amount (as stated above) in cleared funds, covering full payment for the Bonds covered by this Application in favor of the Joint Lead Underwriter and Bookrunner or the Selling Agent named below, for the account of the drawee bank _____.	<input type="checkbox"/> Debit Peso Current/Savings Account Number _____ with _____ Bank, _____ Branch  I/We hereby authorize the debiting of my/our account with the drawee bank named below, with the corresponding account number, of Total Purchase Amount (as stated above) in cleared funds, covering full payment for the Bonds covered by this Application in favor of the Joint Lead Underwriter and Bookrunner or the Selling Agent named below, for the account of the drawee bank.	
<b>Permanent Address:*</b>		<b>Present Mailing Address (if different from Permanent Address):*</b>	
<b>Telephone Number/s:</b>		<b>Email Address:*</b>	
<b>Fax Number/s:</b>		<b>Relationship of Primary Contact Person to Applicant:</b>	
<b>Primary Contact Person (if other than Applicant):</b>		<b>Relationship of Primary Contact Person to Applicant:</b>	

<b>Date of Birth / Incorporation (mm/dd/yyyy):*</b> (If joint account, please indicate the birthdates of both account holders)	<b>Place of Birth / Incorporation:*</b>
<b>Nationality:*</b>	<b>Tax Identification Number:*</b>
<b>Nature of Work or Business/Principal Business of Corporation:*</b>	<b>Name of Employer/ Business:*</b>
<b>Sources of Income:*</b> <input type="checkbox"/> Salary/consultation fee <input type="checkbox"/> Company dividends <input type="checkbox"/> Donations <input type="checkbox"/> Revenue from sale of product/services rendered <input type="checkbox"/> Allowance <input type="checkbox"/> Others: (Please specify) _____	<b>Tax Status:</b> <input type="checkbox"/> Resident Individual - Taxable <input type="checkbox"/> Resident Corporate - Taxable <input type="checkbox"/> Foreign Investor** - Taxable <ul style="list-style-type: none"> <li><input type="checkbox"/> Resident individual alien</li> <li><input type="checkbox"/> Resident foreign corporation</li> <li><input type="checkbox"/> Non-resident alien not engaged in business in the Philippines</li> <li><input type="checkbox"/> Non-resident foreign corporation</li> </ul> <input type="checkbox"/> Tax Exempt Individual <input type="checkbox"/> Tax Exempt Institution** <input type="checkbox"/> Others (Beneficiary of Preferential Tax Rate) **
<b>Mode of Collection of Interest and Principal Payments:</b>  I/We hereby unconditionally instruct and authorize the Paying Agent to cause the payments of interest and principal on the Bonds net of applicable taxes, fees, and costs to be purchased via the following:  <input type="checkbox"/> Real Time Gross Settlement (RTGS) <input type="checkbox"/> Credit <b>PESO</b> current/savings account number _____ (the "Cash Settlement Account") with _____ branch _____ ("the Cash Settlement Bank")****	<b>Statement, Notices &amp; Correspondence Delivery Mode:</b> <input type="checkbox"/> Delivery via electronic mail to the email address indicated above <input type="checkbox"/> Delivery via courier (Metro Manila area only) or registered mail to mailing address indicated above

**If a Corporation, please attach the latest General Information Sheet (GIS) as filed with the Securities and Exchange Commission ("SEC") and provide the information requested below.**

**Name of Parent Company, if any:**

<b>Registration of Securities</b>  <input type="checkbox"/> Under the name of the Applicant <input type="checkbox"/> Under the name of PDTC Nominee Corp.  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.  Name of PDTC Depository Participant: _____  PDTC Depository Participant BP ID: _____  PDTC Depository Participant Omnibus Account No.: _____  I/We, the Applicant, acknowledge that by lodging the security in the Depository under my/our account, the security shall be registered under the name of PDTC Nominee Corp. in the registry records of the Issuer. Further, I/we understand and consent to sharing of my/our personal and sensitive personal information provided in this Application to the Issuer or to its authorized agent for purposes of regulatory compliance and processing of corporate actions.	<b>Depository Participant Confirmation and Certification</b> <i>(Note: This is for Depository Participant Lodging Securities under the PDTC Name-on-Central Depository (NoCD) Facility)</i>  We confirm that we are a PDTC Depository Participant and certify that: <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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; and</li> <li>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.</li> </ol> _____ Printed Name and Signature of Authorized Signatory of the PDTC Depository Participant
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\* Required to be filled up under Republic Act No. 9160, Republic Act No. 9194 and BSP Circular Nos. 251, 253 and 279, and all other amendatory and implementing law, regulation, jurisprudence, notice or order of any Philippine governmental body relating thereto  
\*\* If availing of tax exemption or reduced tax rates, subject to submission of acceptable documentary proof of exemption or reduced tax rates, as applicable.  
\*\*\* In the absence of a valid email address, the Applicant agrees to have its electronic Application, as issued by the Registrar and Paying Agent, delivered to the relevant Joint Lead Underwriter and Bookrunner and/or Selling Agent for the Bonds or to any official email address nominated by such Joint Lead Underwriter and Bookrunner, and/or Selling Agent.  
\*\*\*\* Cash Settlement Bank must be a PDS-registered bank. The currency of nominated accounts should match the currency of the Bonds.

**REPRESENTATIONS, WARRANTIES, AND AUTHORIZATION**

In executing this Application and by providing the Relevant Parties (as defined below) such Required Information (as defined below), including its tax status, and Personal Data (as defined below), the Applicant represents and warrants, under penalty of law, (i) that all information contained herein, the Required Information, Personal Data and the required attachments are true and correct; (ii) that the signatures thereon whether wet or in electronic form, are genuine, properly authorized, and obtained without use of fraud, coercion or any other vice of consent; and (iii) the Applicant and the authorized signatory (or representative) representing the Applicant are duly authorized to provide to the Relevant Parties the Required Information, and has obtained the consent to provide the Personal Data of the authorized signatory (or representative) of the Applicant for processing by any of the authorized Relevant Parties. The Applicant agrees to immediately notify the Issuer and the Registrar and Paying Agent, either directly or through any of the Joint Lead Underwriters and Bookrunners, and/or the 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 any of its representations or warranties. The Applicant understands that any of the Relevant Parties will rely solely on the Applicant's representations and warranties set forth herein including, without limitation, 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 any of the Relevant Parties 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, any misrepresentation in the Required Information, any misrepresentation in the Personal Data or any reliance on the confirmations contained herein. The Applicant likewise authorizes the Relevant Parties to verify the Required Information and Personal Data and any information stated in this Application from any and all authorized sources and in any and all appropriate manner, including, but not limited to, requesting information contained herein from the relevant Joint Lead Underwriter and Bookrunner or Selling Agent regarding the Applicant's account/s with the said Joint Lead Underwriter and Bookrunner, or Selling Agent (as applicable). By giving authority to the Relevant Parties and by signing this Application, the Applicant hereby consents to the disclosure of or inquiry into its/his/her private and confidential information as provided by law or by contract including Republic Act No. 1405 (The Bank Secrecy Act of 1955), as amended, and allows the Joint Lead Underwriter and Bookrunner, or the Selling Agent (as applicable) 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 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 (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 consents to and authorizes, as well as warrants that consents were obtained from its authorized signatories or representatives, the processing by the Relevant Parties of its and its authorized signatories' or representatives' Personal Data such as, but not limited to, its collection, use, disclosure, storing, disposal, and destruction, in accordance with the Data Privacy Act of 2012 ("**DPA**") and its implementing rules and regulations ("**DPA IRR**"), as well as the Privacy Statement in the succeeding paragraph.

#### PRIVACY STATEMENT

The Issuer is committed to provide essential and efficient service to its clients.

In relation to the acquisition and ownership of the Bonds, please be advised that the Issuer, the Joint Lead Underwriters and Bookrunners, the Selling Agents/trading participants, the market maker, the Trustee, the Registrar and Paying Agent (each a "**Relevant Party**" and collectively the "**Relevant Parties**") may require the Applicant to provide:

- (a) information required under the Investor Registration Form/Trade-Related Transfer Form/Non-Trade Related transfer Form and such other documents including government-issued identification documents relating to or otherwise necessary to effect the transfer of the Bonds and/or in relation to the Applicant's or Bondholder's ownership of the Bonds (the "**Required Information**"); and
- (b) personal and sensitive personal information ("**Personal Data**") such as, but not limited to, the Applicant's or its authorized signatory's or representative's complete name, contact details, nationality, date of birth, marital status, tax and financial details, employment, picture and image captured in CCTV upon visit to the premises of any Relevant Parties and government-issued identification details.

The Personal Data collected and any additional Personal Data that the Applicant may provide shall be processed to verify the Applicant's identity for its transactions and inquiries relating to the Bonds, distribute interest on the Bonds for which the Applicant is entitled, inform the Applicant of the Issuer's corporate actions for which the Applicant/Bondholder is entitled, provide other notices or information as the Issuer, Trustee, or PDTC may circulate from time to time and/or in relation to the maintenance of the registration and listing of the Bonds and the provision of any service relating to the Applicant's registry account. Subject to compliance with applicable laws and regulations, on a need to know basis and/or always for a legitimate business purpose, any of the Relevant Parties may share the Applicant's Personal Data with the following: (i) any of the Relevant Parties; (ii) PDTC's subsidiaries and affiliates; (iii) PDTC's service providers, contractors, and other third parties engaged by PDTC to support its business, and who are bound by contractual obligations to keep the Applicant's Personal Data and use it only for the purposes for which it is disclosed to them; (iv) stock brokers and financial institutions with whom the Applicant/Bondholder have dealings or transactions involving the Applicant's/Bondholder's Bonds; (v) government and law enforcement agencies, courts, stock or security exchanges (including self-regulatory organizations such as The Philippine Dealing & Exchange Corp.), and regulatory bodies in compliance with applicable law or regulation or an order of any of the foregoing; and (vi) a buyer or other successor of the Issuer, Trustee, or PDTC in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of its assets. Each of the Relevant Parties implements security measures in accordance with the DPA and DPA IRR to protect the Applicant's/Bondholder's Personal Data which will be kept while any Bonds are registered in its name.

The Applicant acknowledges receipt of notice of and consents to the following:

- (a) The Relevant Parties shall not sell, trade, or otherwise share any information contained herein, the Required Information, and Personal Data of the Applicant (the "**Information**") for marketing purposes to third parties without the consent of the Applicant. The Relevant Parties 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 Relevant Parties 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 any of the Relevant Parties deems 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 any of the Relevant Parties deems it reasonably necessary in relation to the Purpose.
- (b) The Applicant has rights and remedies relating to the processing of the Information under the DPA, DPA IRR, and under applicable laws, such as, but not limited to, the right to access the Information and to have it corrected in accordance with the procedures of the Relevant Party and to file a complaint with the Data Protection Officer of the Relevant Party or the appropriate government agency.
- (c) The Applicant may address any concerns or questions regarding the processing of the Information to the Data Protection Officer of the Relevant Party, if any.

Should you have any questions and/or concerns regarding this Privacy Statement, the use of your Personal Data, or your rights in relation thereto under the DPA, please do not hesitate to contact the relevant Data Protection Officer of the Issuer at the following: dpo-smctc@smhc.sanmiguel.com.ph and (02) 5317 9714 to 16 and (02) 5317 9718.

For matters relating to the PDTC, you may contact the PDTC Data Protection Officer at the following: pdtc-dpo@pds.com.ph and (02) 8884-5077.

The Applicant further accepts the following terms:

#### Email Indemnity

By indicating my/our email address above, I/we consent to receive all notices and communications via email, and such consent shall operate as my/our written consent to disclose or inquire into my/our bank deposits in respect of such statements or notices. I/We acknowledge that the security of any statement, notice or communication sent through electronic means is not guaranteed and I/we assume all risks in relation to its transmission. I/We are responsible for keeping such email access active and existing during the term of the Bonds, otherwise, I/we shall be liable for any fees or charges that may be imposed or incurred in transmitting or re-transmitting such communication via electronic means.

#### Authorization Granted to the Registrar and Paying Agent

All payments under the Bonds shall be credited to the Cash Settlement Account. I/We shall be responsible for ensuring that this account is open, active and existing, otherwise, I/we 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 my/our account. This shall remain valid and effective unless expressly revoked in writing by me/us 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 Bondholder has been closed, dormant, or nonexistent, due to which payments to the Bondholder cannot be effected in a timely manner, and the Paying Agent does not receive any notice from the Bondholder as described herein, the Cash Settlement Bank shall handle such funds in accordance with its own internal procedures until the correction of the details of the Cash Settlement Account 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 Bondholder for any failure or delay in the Bondholder's receipt of such payments.

The Applicant warrants that the Applicant (or its authorized signatory) has read and understood the PDTC Rules, the terms and conditions of the Bonds in the Prospectus (the "Terms and Conditions"), and the Prospectus distributed or made available by the Issuer, the Joint Lead Underwriters and Bookrunners, and the 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 Relevant Parties, 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 liability, claim, or expense arose primarily and directly from and in connection with the gross negligence or willful misconduct of the Relevant Party as determined by final judgment of a court of competent jurisdiction. The Applicant further agrees that completion of this Application to Purchase constitutes an instruction and authority from the Applicant to the Relevant Parties to execute any application form or other documents and generally to do all such other things and acts as the Relevant Parties may consider necessary or desirable to register the Bonds in the name of the Applicant.

The Applicant represents and warrants to the Relevant Parties that it has independently and, without reliance whatsoever on the Relevant Parties, 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 whatsoever on the Relevant Parties.

#### Authority Granted to the Joint Lead Underwriters and Bookrunners or the Selling Agents

In the event that the Joint Lead Underwriter and Bookrunner, or the Selling Agent transmits a letter instructing the Registrar and Paying Agent to deliver the Registry Confirmation to such Joint Lead Underwriter and Bookrunner, or Selling Agent, the Applicant authorizes the Joint Lead Underwriter and Bookrunner or the Selling Agent to receive the Registry Confirmation on its behalf, such that any release to the Joint Lead Underwriter and Bookrunner, or the Selling Agent shall be considered as compliance by the Registrar and Paying Agent of its obligations to release the Registry Confirmation to the Applicant.

#### Personal Data in the Registry Account

The Applicant may send PDTC an email at [client.services@pds.com.ph](mailto:client.services@pds.com.ph) to request access to, correct and/or delete any Personal Data that the Applicant has provided to PDTC. Please be informed however, that PDTC cannot delete the Applicant's Personal Data without restricting or removing PDTC's ability to provide essential and efficient service to the Applicant. PDTC may not accommodate a request to correct and/or delete the Applicant's Personal Data if it believes the same will violate any law, affect other data subjects, or cause the Applicant's Personal Data to be incorrect.

#### Acknowledgment; Binding Effect

By providing its Personal Data to the Relevant Party, the Applicant acknowledges that it has read, understood and agrees to all the terms as set forth in this Application Form. In the case of a natural person connected with a corporation, the signatory acknowledges that he/she has the authority, and that the corporation's authorized signatories and/or named representatives have consented for him/her, to provide to PDTC (and the other Relevant Parties) the Personal Data of the corporation's authorized signatories and/or named representatives. In case the signatory is providing the Personal Data of another individual, the signatory confirms and warrants that he/she has obtained the consent of such individual.

The Applicant acknowledges that this Application, upon acceptance by the Joint Lead Underwriters and Bookrunners or the Selling Agents, on behalf of the Issuer, constitutes a duly executed purchase agreement covering the Bonds purchased, valid and binding on the Applicant under the stipulations hereof and the related contracts. Once accepted, this 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.

#### Rejection

In the event that this Application is rejected or the amount of the Bonds applied for is scaled down in accordance with the procedure and manner agreed upon by the Joint Lead Underwriters and Bookrunners on behalf of the Issuer, the relevant Joint Lead Underwriter and Bookrunner, or Selling Agent shall notify the Applicant that his/her/its Application has been rejected or that the amount of Bonds applied for is scaled down.

#### Refunds

If the Application is rejected or accepted in part only, payments made by the Applicant or the appropriate portion thereof shall be returned without interest thereon to such Applicant by the relevant Joint Lead Underwriter and Bookrunner, or Selling Agent with whom such Application was submitted.

Refunds shall be made, at the option of each Joint Lead Underwriter and Bookrunner, or Selling Agent, either (i) through the issuance of check(s) payable to the order of the relevant Applicant and crossed "Payees' Account Only", which shall be made available for pick up by the Applicant at the office of the Joint Lead Underwriter and Bookrunner, or the Selling Agent to whom the rejected or scaled down Application was submitted no later than three (3) Business Days after the Issue Date, and where any checks that remain unclaimed after the three (3) Business Days period shall be mailed or delivered, at the risk of the Applicant, to the address specified in the Application; or (ii) through the issuance of instructions for automatic credit payments to the accounts of the relevant Applicants, as indicated in this Application.

APPLICANT'S FULL NAME (IN PRINT):	APPLICANT'S AUTHORIZED SIGNATURE/S:
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#### ACKNOWLEDGMENT AND ACCEPTANCE

##### Joint Lead Underwriter and Bookrunner's/Selling Agent's Acceptance:

Acceptance       Rejection due to \_\_\_\_\_

##### Joint Lead Underwriter and Bookrunner's/Selling Agent's Certification/Endorsement:

We received this Application, with all the required attachments below, at \_\_\_\_\_ a.m. / p.m. on \_\_\_\_\_.

As applicable, we hereby warrant 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 ("AMLA") as well as its implementing rules and regulations ("IRR") and our own internal policies including, but not limited to, doing the KYC process on the basis of a third-party reliance letter issued by the appropriate institution as allowed by AMLA and its IRR;
- (b) The identity of the Applicant was duly established pursuant to the AMLA and its IRR;
- (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 Joint Lead Underwriter and Bookrunner/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 appearing herein is genuine and authentic and was herein affixed freely and voluntarily; and
- (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 securities shall be made available upon request of the Issuer, its agent/s, and the regulators.

\_\_\_\_\_  
 Joint Lead Underwriter and Bookrunner/  
 Selling Agent's Authorized Signatory  
 Signature over printed name

\_\_\_\_\_  
 Joint Lead Underwriter and Bookrunner/  
 Selling Agent's Authorized Signatory  
 Signature over printed name

\_\_\_\_\_  
 Joint Lead Underwriter and Bookrunner/  
 Selling Agent's Authorized Signatory  
 Signature over printed name

#### REQUIRED ATTACHMENTS TO THIS APPLICATION

The Applicant shall submit properly completed Applications to Purchase, 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. Please be advised that in lieu of the e-SIP standard operating procedures on the Applications to Purchase, no Application to Purchase shall be electronically generated by the e-SIP for this issuance and an Application to Purchase shall not be available for download through the Selling Agent's e-SIP account.

#### IF THE APPLICANT IS A CORPORATION, PARTNERSHIP, INSTITUTIONAL, OR TRUST ACCOUNT

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 Applicant's Board of Directors, partners, or equivalent body (i) authorizing the purchase of the Bonds indicated in the Application to Purchase and (ii) designating the signatory/ies, with their specimen signature/s, for the said purposes;
- (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 as true copies by the SEC or the equivalent government institution, or by the Applicant's 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 Applicant's authorized signatories, validated by its Corporate Secretary or by an equivalent officer/s who is/are authorized signatory/ies;
- (d) Bureau of Internal Revenue ("**BIR**") Certificate of Registration showing the Applicant's tax identification number ("**TIN**");
- (e) Identification document(s) ("**IDs**") of the authorized signatories of the Applicant, as specified below; and
- (f) Such other documents as may be reasonably required by the relevant Joint Lead Underwriter and Bookrunner, Selling Agent and the Registrar and Paying Agent in the implementation of their respective internal policies regarding KYC, anti-money laundering, combating the financing of terrorism, and countering proliferation financing.

#### IF THE APPLICANT IS A NATURAL PERSON

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

- (a) Copy of one (1) valid ID of the Applicant;
- (b) Two (2) duly accomplished signature cards containing the specimen signature of the Applicant;
- (c) Valid TIN issued by the BIR; and
- (d) Such other documents as may be reasonably required by the relevant Joint Lead Underwriter and Bookrunner, Selling Agent and the Registrar and Paying Agent in the implementation of their respective internal policies regarding KYC, anti-money laundering, combating the financing of terrorism, and countering proliferation financing.

#### IDENTIFICATION DOCUMENTS SHALL CONSIST OF:

Any one (1) of the following valid IDs bearing a signature and recent photo, and which is not expired: Philippine Identification Card (PhilID), Passport, Driver's License, Professional Regulation Commission 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 or Overseas Workers Welfare Administration Overseas Filipino Worker e-Card, Seaman's Book, Alien Certification of Registration/Immigrant Certificate of Registration, Integrated Bar of the Philippines ID, any ID issued by a government office or government-owned and controlled corporation ID (e.g., Armed Forces of the Philippines, Home Development Mutual Fund, Philippine Health Insurance Corporation, Certification from the National Council for the Welfare of Disabled Persons, Department of Social Welfare and Development Certification, Maritime Industry Authority (MARINA)), 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).

The Applicant understands that the Registrar and Paying Agent 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 Registrar and Paying Agent all the documents required for the issuance of such Bonds. In relation to the foregoing and in the event that the Joint Lead Underwriter and Bookrunner, or the Selling Agent transmits a letter instructing the Registrar and Paying Agent to deliver the Registry Confirmation to such Joint Lead Underwriter and Bookrunner, or Selling Agent, the Applicant hereby authorizes the Joint Lead Underwriter and Bookrunner, or the Selling Agent to receive the Registry Confirmation on its behalf. Upon release of such Registry Confirmation to the Joint Lead Underwriter and Bookrunner, or the Selling Agent, the Applicant understands that the Issuer and PDTC are relieved of any responsibility for the delivery of the Registry Confirmation to the Bondholder.

An Applicant who is claiming exemption from any applicable tax, or is entitlement to a preferential 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:

- (a) BIR-certified true copy of a valid, current and subsisting tax exemption certificate, ruling, or opinion issued by the BIR and addressed to the relevant applicant or Bondholder, confirming its exemption or its entitlement to the preferential rate, as required under BIR Revenue Memorandum Circular ("**RMC**") No. 8-2014 including any clarification, supplement, or amendment thereto;
- (b) With respect to tax treaty relief:
  - (i) a non-resident Bondholder may signify its intention to claim preferential tax rate under the relevant tax treaty by submitting to the Issuer the Application Form for Treaty Purposes (BIR Form 0901) and Tax Residency Certificate ("**TRC**") duly issued by the foreign tax authority, and the relevant provision of the applicable tax treaty, and such other documentary requirements enumerated in BIR Revenue Memorandum Order ("**RMO**") No. 14-2021 in relation to BIR RMC No. 77-2021 and 20-2022. For the avoidance of doubt, the Issuer shall retain sole discretion in determining whether the non-resident Bondholder is entitled to the preferential tax treaty rate based on the documents submitted by the non-resident Bondholder, provided that all the conditions for the availment thereof, other than tax residency, have been satisfied;
  - (ii) in the event that the Issuer determines that the non-resident Bondholder is not entitled to the preferential tax treaty rate based on the documents submitted in item (i) above and determines that all conditions for the availment have not been satisfied, the Issuer shall apply the regular tax rates;
  - (iii) if the non-resident Bondholder intends to obtain a confirmation of entitlement to treaty benefits, the non-resident Bondholder may apply for tax treaty relief with the BIR in accordance with BIR RMO No. 14-2021, in relation to BIR RMC Nos. 77-2021 and 20-2022;
  - (iv) if the regular withholding tax rate has been imposed, the Issuer shall not file with the BIR for any request for confirmatory application of preferential tax rates with the BIR;

- (v) should the BIR grant the application for tax treaty relief, it is the obligation of the non-resident Bondholder to apply for tax refund with the BIR. The Issuer shall not refund the non-resident Bondholder any amount as a result of the application of the regular tax rate;
  - (vi) the non-resident Bondholder must update its Certificate of Entitlement to Treaty Benefits (“COE”) annually, if applicable, as described in BIR RMO No. 14-2021 as further clarified by BIR RMC Nos. 77-2021 and 20-2022. Expired COEs will not be accepted by the Issuer; and
  - (vii) aside from the updated COE (if applicable), the non-resident Bondholder shall submit its TRC annually to the Issuer as continuing proof of its entitlement to the preferential tax treaty rate. Absent such updated TRC and COE (if applicable), the Issuer shall apply the regular tax rate.
- (c) A duly notarized undertaking executed by (1) the corporate secretary or any authorized representative of such Applicant or Bondholder, who has personal knowledge of the exemption or preferential rate entitlement based on his official functions, if the Applicant purchases, or the Bondholder holds, the Bonds for its account; or (2) the trust officer, if the Applicant is a universal bank authorized under Philippine law to perform trust and fiduciary functions and purchase the Bonds pursuant to its management of tax-exempt entities (e.g., Employee Retirement Fund, etc.), declaring and warranting such entity’s tax-exempt status or preferential rate entitlement, undertaking to immediately notify the Issuer and the Registrar and Paying Agent (i) of any suspension, revocation, amendment, or invalidation (in whole or in part) of the tax exemption certificate, ruling, or opinion issued by the BIR, executed using the prescribed form under the RPAA; (ii) if there are any material changes in the factual circumstances of the Bondholder including, but not limited to its character, nature and method of operation, which are inconsistent with the basis for its income tax exemption; or (iii) if there are any change of circumstance, relevant treaty, law, or regulation or any supervening event that may or would result in the Interest income of the Bonds being ineligible for exemption or preferential rate, with a declaration and warranty of its tax exempt status or entitlement to a preferential tax rate, and agreeing to indemnify and hold the Issuer, the Registrar and Paying Agent free and harmless against any claims, actions, suits, and liabilities resulting from the non-withholding or incorrect withholding of the required tax, provided, that in case of corporate, partnership or trust account investors, such Bondholder shall also submit an original certification from the corporate secretary or an equivalent officer of the investor, setting forth the resolutions of its board of directors or equivalent body authorizing the execution of the undertaking and designating the signatories, with their specimen signatures, for the said purpose; and
- (d) Such other documentary requirements as may be reasonably required by the Issuer or the Registrar and Paying Agent, or as may be required under the applicable regulations of the relevant taxing or other authorities; provided, that, the Issuer shall have the exclusive discretion to decide whether the documents submitted are sufficient for purposes of applying the exemption or the preferential tax rate being claimed by the Bondholders on the Interest payments to such Bondholders.

Unless otherwise indicated above, the foregoing requirements shall be submitted, (i) in respect of an initial issuance of Bonds, upon submission of the Application to Purchase to the Joint Lead Underwriters and Bookrunners, or the Selling Agent who shall then forward the same to the Registrar and Paying Agent; or (ii) in respect of a transfer from a Bondholder to a purchaser, to the Registrar and Paying Agent upon submission of the account opening documents, in accordance with the procedures of the Registrar and Paying Agent.

Failure on the part of the Bondholder to submit the aforementioned document/s within the time prescribed shall result in the application of the regular tax rates.

The foregoing notwithstanding, the Issuer shall have the exclusive discretion to decide whether the documents submitted are sufficient for purposes of applying the exemption or the reduced rate being claimed by the Bondholder on the interest payments to such Bondholder; 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 the required documents and of additional reasonable evidence of such tax-exempt status to the Registrar and Paying Agent.

Unless properly provided with satisfactory proof of the tax-exempt status or entitlement to a preferential tax rate of a Bondholder, the Registrar and Paying Agent may assume that said Bondholder is taxable and proceed to apply the tax due on the Bonds. Notwithstanding the submission by the Bondholder, or the receipt by the Issuer or any of its agents, of documentary proof of the tax-exempt status or entitlement to a preferential tax rate of a Bondholder, the Issuer may, in its sole and reasonable discretion, determine that such Bondholder is taxable and require the Registrar and Paying Agent to proceed to apply the tax due on the Bonds. Any question on such determination shall be referred to the Issuer.

#### **IMPORTANT NOTE**

**THE BONDS AND THIS APPLICATION TO PURCHASE ARE GOVERNED BY AND ARE SUBJECT TO THE PROSPECTUS AND THE TERMS AND CONDITIONS SET FORTH IN THE TRUST AGREEMENT (ALL OF WHICH ARE MADE AN INTEGRAL PART OF THIS DOCUMENT). THE APPLICANT MAY OBTAIN COPIES OF THE PROSPECTUS AND THE TRUST AGREEMENT, WHICH SHALL BE MADE AVAILABLE AT THE OFFICES OF THE JOINT LEAD UNDERWRITERS AND BOOKRUNNERS/SELLING AGENTS, THE TRUSTEE, AND THE ISSUER INDICATED IN THE PROSPECTUS THROUGHOUT THE OFFER PERIOD DURING REGULAR BUSINESS HOURS. APPLICANTS MAY ALSO OBTAIN COPIES OF THE PROSPECTUS FROM <https://smctollways.com.ph/company-disclosures/>**