



1 <sup>st</sup> Copy	Registrar
2nd <sup>st</sup> and 3 <sup>rd</sup> Copies	Arranger / Selling Agent
4 <sup>th</sup> Copy	Applicant

# Series 6 Tranche 1 ASEAN Sustainability Bonds due 2027

with an interest rate of 5.875% per annum

## **APPLICATION TO PURCHASE**

(FI-ATP 2021)

This Application to Purchase (an "Application") for the Series 6 Tranche 1 ASEAN Sustainability Bonds due 2027 (the "Offer Bonds"), 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 Offer Bonds (the "Applicant"). Any Application submitted by a prospective purchaser must be for a minimum denomination and in integral multiples as indicated in the Offering Circular dated 29 May 2025 (the "Offering Circular") and the Preliminary Pricing Supplement dated 8 July 2025 (the "Pricing Supplement"). Unless otherwise defined, capitalized terms used herein shall have the same meaning as in the Offering Circular and the Pricing Supplement. The Offer Bonds will be issued by BDO Unibank, Inc. ("BDO", the "Issuer", or the "Bank") and recorded in the electronic 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 ("PDTC Rules"). This Application is irrevocable and, once duly accomplished and submitted, may not be withdrawn by the Applicant but may be cancelled, in whole or in part, as expressly provided herein. Completed Applications, originally signed in quadruplicate if manually processed/submitted or triplicate if electronically submitted through the electronic Securities Issue Portal ("e-SIP"), with all the required attachments and corresponding payments must reach the selling agents (the "Selling Agent") appointed for the offer of the Offer Bonds not later than 5:00 p.m. on 22 July 2025 (the "Cut-Off Date"), which is the end of the Offer Period, or such earlier date as may be specified by the Selling Agent. Acceptance by the Arranger and Selling Agent of the completed Application shall be subject to the availability of the Offer 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 Selling Agent, on behalf of the Issuer, reserves the right to accept or reject this Application, and in case of oversubscription, may allocate the Offer 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 Agent may be moved to an earlier date at the sole and absolute discretion of the Issuer and the Selling Agent without prior notice.

This Application, once accepted by the Selling Agent, shall constitute the duly executed purchase agreement covering the amount of the Offer 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 Joint Lead Arranger and Joint Bookrunners/Selling Agent, on behalf of such Applicant.

THE OFFER BONDS ARE SECURITIES EXEMPT FROM REGISTRATION UNDER SECTION 9.1(E) OF THE SECURITIES REGULATION CODE AND WILL ACCORDINGLY NOT BE REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION. THE BONDS ARE NOT DEPOSIT INSTRUMENTS AND ARE NOT INSURED BY THE PHILIPPINE DEPOSIT INSURANCE CORPORATION.

	14		
Name of Applicant: (Last, First, Middle / Business Na	ime)*	Type of Investor:	_
		Individual	Corporate /
			Institutional
I/We (the "Applicant") hereby apply to purchase the f	ollowing principal amount of the Offer Bonds (the "Pur	chase Price"), subject to t	the PDTC Rules, the Terms and
Conditions as such term is defined in the Trust Agreem	nent, the Offering Circular and the Pricing Supplement o	listributed or made availa	ble by the Issuer, the Arranger
and Selling Agent in relation to the offer and sale of the	he Offer Bonds.		
	OFFER BONDS APPLIED FOR AND AMOUNT		
Amount in	n Words	Amou	nt in Figures
☐ Series 6 Tranche 1 ASEAN Sustainability Bonds du	e 2027		
·			
		₽	
Mode of Payment for the Offer Bonds:			
I/We hereby pay for my/our purchase of the Offer Bo	nds as indicated below:		
☐ Real Time Gross Settlement	Regular Bank Check	■ Direct Debit	
I/We have caused the crediting of the Purchase Price	Attached herewith is a check for the Purchase Price	I/We hereby author	ize the debiting of my/our
(as stated above) in cleared funds, covering full	(as stated above) in cleared funds, covering full	,	wee Bank named below, with
payment for the Offer Bonds covered by this	payment for the Offer Bonds covered by this		ount number, of the Purchase
• •	• •		*
Application to the Selling Agent named below, for	Application in favor of the Selling Agent named	•	in cleared funds, covering full
the account of the Issuer.	below, for the account of the Issuer.	' '	ffer Bonds covered by this
		Application in favor	of the Selling Agent named
	Drawee Bank/Branch:	below, for the accoun	t of the Issuer.
Selling Agent:			
	Check #:	Account Number:	
		Drawee Bank/Branch:	
		Selling Agent:	

Permanent Address:*	Present Mailing Address (if different from Permanent Address):*
Telephone Number/s:* Fax Number/s:	E-Mail Address:*
Primary Contact Person (if other than Applicant):	Relationship of Primary Contact Person to Applicant:
Date of Birth / Incorporation (mm/dd/yyyy):*	Place of Birth / Incorporation:*
Nationality:*	Tax Identification Number:*
Nature of Work or Business/Principal Business of the Corporation:*	Name of Employer/ Business:*
Sources of Income:*	Tax Status:*
□ Salary/professional or consultancy fee □ Company dividends □ Donations □ Revenue from sale of product/services rendered □ Allowance □ Others: (Please specify)	□ Resident Individual - Taxable □ Resident Corporate - Taxable □ Foreign Investor** - Taxable □ Resident individual alien □ Resident foreign corporation □ Non-resident alien not engaged in business in the Philippines □ Non-resident foreign corporation □ Tax Exempt Individual** □ Tax Exempt Institution** □ Others (Beneficiary of Preferential Tax Rate) **  ** If availing of tax exemption or reduced tax rates, subject to submission of acceptable documentary proof of exemption or reduced tax rates, as applicable.
Mode of Collection of Interest and Principal Payments:  I/We hereby unconditionally instruct and authorize the Paying Agent to cause the payments of interest and principal on the Offer Bonds net of applicable taxes, fees and cost to be paid to the Bondholders via the following:  Real Time Gross Settlement (RTGS)  Credit current/savings account number  (the "Cash Settlement Account") under account name  with  branch  Cash Settlement Bank")***.  **** Cash Settlement Bank must be a PDS-registered bank. The currency of nominated accounts should match the currency of the Offer Bonds. Please see other terms below under "Authorization Granted to the Registrar and Paying Agent".	Statement, Notices & Correspondence Delivery Mode:  Delivery via electronic mail to the email address indicated above Delivery via courier (Metro Manila area only) or registered mail (for BDO clients, delivery will be through pick-up by the applicant at the branch)
If a Corporation, please attach the latest General Information Sheet (GIS	s) as filed with the Securities and Exchange Commission.
Name of Parent Company	
Registration of Securities  Under the name of the Applicant Under the name of PCD Nominee Corp.  The Applicant agrees to provide the information below to PDTC Depfor purposes of crediting or lodging Applicant's purchased securitied Depository Account below.  Applicant BP ID:  Name of PDTC Depository Participant:  PDTC Depository Participant BP ID:  PDTC Depository Participant Omnibus Account No.:	The confirm that we are a PDTC Depository Participant and Certify that:
I, the Applicant, acknowledge that by lodging the security in the Depunder my account, the security shall be registered under the name Nominee Corp. in the registry records of the Issuer. Further, I con	in the Depository under the clients' NoCD accounts, the security shall be registered under the name of PCD Nominee Corp. in the registry records of PCD of the Issuer.

sharing of my personal and sensitive personal information provided in this

the client information to the Issuer or to its authorized agent for purposes

Application to the Issuer or to its authorized agent/s for purposes of regulatory compliance and processing of corporate actions.

Printed Name and Signature of Authorized Signatory of the PDTC Depository Participant

- \* Required to be filled out 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.
- \* 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 Joint Lead Arranger and Joint Bookrunner/Selling Agent for the Bonds or to any official e-mail address nominated by such Joint Lead Arranger and Joint Bookrunner/Selling Agent.

## REPRESENTATION, WARRANTY AND AUTHORIZATION

In executing this Application, the Applicant represents and warrants, under penalty of law, that all information contained herein (including its tax status) and the required attachments are true and correct and 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. The Applicant agrees to immediately notify the Issuer and the Registrar and Paying Agent, either directly or through any of the Arranger and Selling Agent, 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 Arranger, the Selling Agent, the Registrar and Paying Agent and the Issuer will rely solely on its 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 Offer Bonds. The Applicant agrees to indemnify and hold any of the Arranger, the Selling Agent, 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 Arranger or Selling Agent regarding the Applicant's account/s with the said Arranger 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 (The Bank Secrecy Act of 1955), as amended, and allows the Arranger and Selling Agent 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 "RPAA"), 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 Arranger and Selling Agent to collect, process, retain, share, dispose and destroy such information that are required to enable the Registrar and Paying Agent to carry out their duties under the RPAA, 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 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 Offer Bonds, the Arranger and Selling Agent shall collect, process, retain, share, dispose and destroy the Information in accordance with the Data Privacy Act of 2012, its Implementing Rules and Regulations ("IRR") and the relevant issuances of the National Privacy Commission ("NPC").
- (b) The Registrar and Paying Agent, the Arranger and Selling Agent shall not sell to, trade or otherwise share the Information for marketing purposes with third parties without the consent of the Applicant. The Registrar and Paying Agent, the Arranger and Selling Agent 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, Arranger and Selling Agent 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, Arranger and Selling Agent 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 of 2012, its IRR, the issuances of the NPC and under 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, Arranger and Selling Agent to have it corrected in accordance with the procedures of the Registrar and Paying Agent, Arranger and Selling Agent and to file a complaint with the appropriate government agency. Please refer to the NPC 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) Arranger, and/or (iii) Selling Agent, if any.

The Applicant further consents to and authorizes 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, its IRR, the issuances of the NPC.

The Applicant further accepts the following terms:

#### **Email Indemnity**

By indicating my email address above, I/we consent to receive all notice and communications via email, and such consent shall operate as of the written consent to disclose or inquire into my bank deposits in respect of such statements or notices. I/we acknowledge that 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 Offer Bonds; otherwise, I/we shall be liable for any fees or charges that maybe 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 Offer 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 inexistent, 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 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 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 Offer Bonds (the "Terms and Conditions"), the Offering Circular and the Pricing Supplement (as applicable) distributed or made available by the Issuer and the Arranger and Selling Agent in relation to the offer and sale of the Offer Bonds, and unconditionally accepts the same. The Applicant agrees to indemnify and hold the Registrar and Paying Agent, the Issuer, the Arranger and the Selling Agent, 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 Offer 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 the Issuer, the Registrar and Paying Agent, and/or Arranger and Selling Agent 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 Arranger and Selling Agent may consider necessary or desirable to effect registration of the Offer Bonds in the name of the Applicant.

The Applicant represents and warrants to the Issuer, the Arranger and the Selling Agent and the trustee of the Issue (the "Trustee") that it has independently and, without reliance on the Issuer, the Arranger and/or the Selling Agent 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 Offer 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 Arranger and/or the Selling Agent or the Trustee.

#### **Cooling-Off Period**

Within two (2) Business Days from submission of the duly executed Application (the "Cooling-Off Period"), the Applicant, who is a natural person, is allowed to cancel, in whole or in part, the Application by providing the Arranger or Selling Agent within the same period a written notice of such decision to cancel the Application (the "Written Notice of Cancellation") indicating in such written notice: (a) the amount of the Offer Bonds to be cancelled, (b) the amount of the Offer Bonds to be retained (so long as the same complies with the minimum denomination requirements under the Terms and Conditions), and (c) the reason for such cancellation. In case the Applicant provides the Arranger or Selling Agent with a Written Notice of Cancellation in the manner set forth above, the cancellation shall be without penalty but shall entitle the Issuer and the Arranger or 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) incurred from the time of submission of the duly executed Application up to time of cancellation of the purchase of the Offer Bonds. The Applicant recognizes that the amount of fees to be collected by the Issuer and the Arranger or Selling Agent in the event of cancellation of the Offer Bonds have been disclosed to the Applicant prior to his or its execution of this Application and the Applicant fully understands the effect of said cancellation and the nature and amount of fees (or the manner of computing the fees) to be collected. Further, in case the Applicant partially cancels his/its purchase of the Offer Bonds, the Application of the relevant Applicant shall be deemed to have been amended to reflect that the purchase of the Offer Bonds is being made only to the extent and in such amounts indicated in the Written Notice of Cancellation as the amount of the Offer Bonds that the Applicant intends to retain or purchase. For which purpose, the Applicant authorizes the Arranger or Selling Agent

The Applicant acknowledges that this Application, upon acceptance by the Arranger and/or Selling Agent, on behalf of the Issuer, constitutes a duly executed purchase agreement covering the Offer Bonds purchased, valid and binding on the Applicant under the stipulations hereof and the related contracts. After the Cooling-Off Period, it may not be unilaterally revoked or cancelled by the Applicant, in full or in part, and the rights and privileges pertaining thereto are non-transferable, until after the issuance of the Registry Confirmation by the Registrar and Paying Agent. In accordance with applicable banking regulations, the Applicant acknowledges that the Cooling-Off Period does not apply to: (a) Applicants with aggregate investments in the Offer Bonds of Five Hundred Thousand Philippine Pesos (Php500,000.00) or more, and (b) such securities deemed "traded" or "to be traded".

Applicant's Full Name (in print):	Applicant's Authorized Signature/s:	Date:
ACKNOWLE	DGMENT AND ACCEPTANCE	
Selling Agent's Acceptance:		
□ Acceptance □ Reject	ion due to	

	ing Agent's Certification/Endorsement:		
We	received this Application, with all the required att	achments below, ata.m. / p.m. on	
As	applicable, we hereby declare that:		<del></del>
(a) (b) (c)	The necessary know-your-client ("KYC") process ("AMLA") as well as its implementing rules and r third party reliance letter issued by the appropri. The identity of the Applicant was duly establishe To the best of the undersigned's knowledge, al complete, current and correct;	egulations ("IRR") and our own internal policies, ir ate institution as allowed by AMLA and its IRR; d pursuant to the AMLA and its IRR; Il information provided to the Issuer and the Reg	Anti-Money Laundering Act and the amendments thereto including, but not limited to, doing the KYC on the basis of a gistrar and Paying Agent regarding the Applicant are true,
(d)	•	Applicant necessary for the undersigned Arranger ermine the eligibility of the Applicant have been d	or Selling Agent to disclose all information required by the uly obtained;
(e)	, , ,	nuine and authentic and was herein affixed freely	
(f)	and/or its Clients' NoCD Accounts under the PDT		CD Nominee Corp. and lodged under its Depository Account
	the Security shall be made available upon reques		Rogaciano Avellanosa
	the Security shall be made available upon reques	t of the Issuer, its agent/s and the regulators.	

#### **REQUIRED ATTACHMENTS TO THIS APPLICATION**

The Applicant shall submit properly completed Application, together with two signature cards, and the full payment of the Purchase Price of the Offer Bonds in the manner provided in the said Application.

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

- (a) SEC-certified or Corporate Secretary-certified true copy of the SEC Certificate of Registration, Articles of Incorporation and By-Laws or such other relevant organizational or charter documents;
- (b) Original or Corporate Secretary-certified true copy of the duly notarized certificate confirming the resolution of the Board of Directors and/or committees or bodies authorizing the purchase of the Bonds and specifying the authorized signatories;
- (c) Two (2) fully executed signature cards containing the specimen signatures of the authorized signatories of the Applicant, duly authenticated by its Corporate Secretary or by an equivalent officer(s) who is/are authorized signatory(ies);
- (d) Valid tax identification number issued by the BIR;
- (e) Identification document(s) of the authorized signatories of the Applicant, as specified in item (a) of the immediately succeeding paragraph below; and
- (f) Such other documents as may be reasonably required by the Bank and Selling Agent in the implementation of its internal policies regarding "know your customer" and anti-money laundering.

#### IF THE APPLICANT IS AN INDIVIDUAL:

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, Philippine Identification Card/National ID, 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, Unified Multi-Purpose ID, 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) fully executed signature cards containing the specimen signature of the Applicant;
- (c) Valid tax identification number issued by the BIR;
- (d) For aliens residing in the Philippines or non-residents engaged in trade or business in the Philippines, consularized proof of tax domicile issued by the relevant tax authority of the Applicant; and
- (e) such other documents as may be reasonably required by the Bank and Selling Agent 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 Offer Bonds until such Bondholder shall have submitted to the Registrar all the documents required for the issuance of such Offer Bonds.

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:

- (a) Certified true copy of a valid, current and subsisting tax exemption certificate, ruling or opinion addressed to the relevant applicant or Bondholder, confirming its exemption or preferential rate, as required under BIR Revenue Memorandum Circular No. 8-2014 including any clarification, supplement or amendment thereto. A tax exemption certificate shall be considered valid, current and subsisting if it was issued with the prescribe validity period under applicable laws and regulations;
- (b) For Tax-Exempt Personal Equity Retirement Account established pursuant to PERA Act of 2008, a certified true copy of the Bondholder's current, valid and subsisting Certificate of Accreditation as PERA Administrator;
- (c) With respect to tax treaty relief, prior to the payment of the initial interest due, the Tax Residency Certificate and the BIR Form 0901-I or Application Form for Treaty Purposes and other documentary requirements for the availment of the tax treaty relief in accordance with BIR Revenue Memorandum Order 14-2021:
- (d) 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 based on his official functions, if the applicant purchases, or the Bondholder holds, the Offer 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 Offer Bonds pursuant to its management of tax-exempt entities (e.g., Employee Retirement Fund), declaring and warranting such entities' tax-exempt status, that the tax-exemption certificate, ruling or opinion providing for such tax-exempt status has not been revoked or cancelled and that there are no material changes in character, purpose or method of operation of the Bondholder which are inconsistent with the basis of its income tax exemption, or warranting the Bondholder's entitlement to preferential treaty rates, undertaking to immediately notify the Issuer, the Registrar and the Paying Agent of any suspension or revocation of the tax exemption certificate, certificate, ruling or opinion issued by the BIR, executed using the prescribed form, 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 the Paying Agent, the Arranger and the Selling Agent free and harmless against any claims, actions, suits and liabilities resulting from the non-withholding or incorrect withholding of the required tax; and
- (e) Such other documentary requirements as may be required by the Issuer and the Registrar and Paying Agent, or as required under the applicable regulations of the relevant taxing or other authorities, which for purposes of claiming tax treaty withholding rate benefits, shall include evidence of the applicability of a tax treaty and consularized or apostilled (as the case may be) proof of the Bondholder's legal domicile in the relevant treaty state, and confirmation acceptable to the Issuer that the Bondholder is not doing business in the Philippines; 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 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.

## **IMPORTANT NOTE**

THE OFFER BONDS AND THIS APPLICATION TO PURCHASE ARE GOVERNED BY AND ARE SUBJECT TO THE OFFERING CIRCULAR, THE PRICING SUPPLEMENT (AS APPLICABLE), THE REGISTRY AND PAYING AGENCY AGREEMENT, INCLUDING SUPPLEMENTS AND AMENDMENTS THERETO, AND THE TRUST AGREEMENT (ALL OF WHICH ARE MADE AN INTEGRAL PART OF THIS DOCUMENT). THE APPLICANT MAY OBTAIN COPIES OF THE OFFERING CIRCULAR, THE PRICING SUPPLEMENT, THE REGISTRY AND PAYING AGENCY AGREEMENT, INCLUDING SUPPLEMENTS AND AMENDMENTS THERETO, AND THE TRUST AGREEMENT WHICH SHALL BE MADE AVAILABLE AT THE OFFICES OF THE ARRANGER, THE TRUSTEE AND THE ISSUER INDICATED IN THE OFFERING CIRCULAR AND PRICING SUPPLEMENT THROUGHOUT THE OFFER PERIOD DURING REGULAR BUSINESS HOURS.