



1 <sup>st</sup> Copy	Registrar
2 <sup>nd</sup> Copy	Underwriter/ Selling Agent
3 <sup>rd</sup> Copy	Applicant

## 5.88% Series H Senior Fixed Rate Bonds due 2026 and 6.02% Series I Senior Fixed Rate Bonds due 2028

### APPLICATION TO PURCHASE

(FI-ATP 2025)

This Application to Purchase (the "Application" or "ATP") Series H Senior Fixed Rate Bonds due 2026 and Series I Senior Fixed Rate Bonds due 2028 (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 Pricing Supplement dated 3 June 2025 (the "Pricing Supplement"). Unless otherwise defined, capitalized terms used herein shall have the same meaning as in the Offering Circular dated April 26, 2019, as amended on October 23, 2020, April 22, 2022, October 25, 2023, and 9 May 2025 (collectively referred to as the "Offering Circular").

The Offer Bonds will be issued by Union Bank of the Philippines (the "Issuer") 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 and the Terms and Conditions for the Use of the e-Securities Issue Portal ("e-SIP"), as applicable (collectively, the "PDTC Rules"). This Application is irrevocable and, once duly accomplished and submitted, may not be withdrawn by the Applicant, subject to cooling-off provisions of BSP Circular No. 898 (series of 2016), as amended by BSP Circulars No. 1048 (series of 2019) and No. 1160 (series of 2022). Completed Applications, in triplicate if submitted in hard copies, with all the required attachments and corresponding payments must reach the lead arrangers (the "Joint Lead Arrangers") and selling agents (the "Selling Agents") appointed for the offer of the Offer Bonds not later than 12:00 p.m. on June 19, 2025 (the "Cut-Off Date"), which is the end of the Offer Period, or such earlier date as may be specified by the Joint Lead Arrangers. Acceptance by the Joint Lead Arrangers and Selling Agents 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 Joint Lead Arrangers, on behalf of the Issuer, reserve the right to accept or reject this Application, and in case of oversubscription or excess in the number of Applicants, 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 Joint Lead Arrangers, as well as the Selling Agents, if any, may be moved to an earlier date at the sole and absolute discretion of the Issuer and the Joint Lead Arrangers without prior notice.

This Application, once accepted by the Joint Lead Arrangers and Selling Agents, 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 ("SEC"), 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 Arrangers/Selling Agents, on behalf of such Applicant.

Name of Applicant: (Last, First, Middle / Business Name)*	Type of Investor: <input type="checkbox"/> Individual <input type="checkbox"/> Corporate / Institutional
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I/We hereby apply to purchase the following principal amount of the Offer Bonds (the "Purchase Price"), subject to the PDTC Rules, the Terms and Conditions as such term is defined in the Trust Indenture Agreement, the Offering Circular for the Offer Bonds distributed or made available by the Issuer, the Joint Lead Arrangers and Selling Agents in relation to the offer and sale of the Offer Bonds.

#### BONDS APPLIED FOR AND AMOUNT

Amount in Words	Amount in Figures
<input type="checkbox"/> Series H Bonds due 2026	₱ _____
<input type="checkbox"/> Series I Bonds due 2028	₱ _____

#### Mode of Payment for the Bonds:

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

##### ☐ Real Time Gross Settlement

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 Arrangers/Selling Agents named below, for the account of the Issuer.

##### ☐ Regular Bank Check

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 Arrangers/Selling Agents named below, for the account of the Bank.

Drawee Bank: \_\_\_\_\_

Check #: \_\_\_\_\_

##### ☐ Direct Debit

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 Arrangers/Selling Agents named below, for the account of the Bank.

Debit Peso Current/Savings Account Number: \_\_\_\_\_

\_\_\_\_\_ with  
\_\_\_\_\_ bank,  
\_\_\_\_\_ branch.

Permanent Address:*	Present Mailing Address (if different from Permanent Address):*
Telephone Number/s:*	E-Mail Address:**
Mobile/Fax Number/s:	Relationship of Primary Contact Person to Applicant:
Primary Contact Person (if other than Applicant):	
Date of Birth / Incorporation (mm/dd/yyyy):*	Place of Birth / Incorporation:*



## REPRESENTATION, WARRANTY, AND AUTHORIZATION

In executing this Application, the Applicant represents and warrants, under penalty of law, that it is not a Prohibited Bondholder as defined in the Terms and Conditions) and all information contained herein (including its tax status) and the required attachments are true and correct, that the signatures thereon or equivalent consent, whether wet or in electronic form, are genuine, properly authorized, and obtained without use of fraud, coercion, or any other vice of consent, and the Applicant and the authorized signatory (or representative) representing the Applicant are duly authorized to provide the information provided, and has obtained the consent to provide the Personal Data of the authorized signatory (or representative) of the Applicant. The Applicant agrees to immediately notify the Issuer and the Registrar and Paying Agent, either directly or through any of the Joint Lead Arrangers and 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 Joint Lead Arrangers, 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 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 Joint Lead Arrangers, 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 Joint Lead Arranger or Selling Agent regarding the Applicant's account/s with the said Joint Lead 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 Joint Lead Arrangers and Selling Agents to disclose all information as may be required by the Issuer and the Registrar and Paying Agent, and the Trustee, solely and exclusively for the limited purpose of enabling the Registrar and Paying Agent and the Trustee to perform their functions as registrar and paying agent and trustee of the Issuer in the manner contemplated under the Registry and Paying Agency Agreement (the "RPAA") and the Trust Indenture Agreement ("TIA"), 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, and the exchange of information between the Registrar and Paying Agent to verify the current Bondholders. The Applicant further authorizes the Registrar and Paying Agent, Trustee, the Joint Lead Arrangers, and Selling Agents to collect, process, retain, share, dispose, and destroy such information that are required to enable the Registrar and Paying Agent and the Trustee to carry out their duties under the RPAA and the TIA, including personal, sensitive, or privileged information of such Applicant. The Applicant understands that for physical ATPs originally signed and uploaded in bulk by the Selling Agents on the e-SIP, the final ATP shall be that generated by the Selling Agents through the e-SIP upon submission of the sales report, and that in case of conflict between the physical ATP submitted to the Selling Agent and the electronically-generated ATP from the e-SIP, the latter shall prevail, subject to the operational guidelines of e-SIP, and subject to any further correction or amendment to be made by the Selling Agent. 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 and the Trustee 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 Trustee, in its capacity as trustee of the Bondholders, the Joint Lead Arrangers and Selling Agents shall collect, process, retain, share, dispose, and destroy the Information in accordance with the DPA, its IRR, and other issuances of the NPC.
- (b) The Registrar and Paying Agent, the Trustee, the Joint Lead Arrangers, 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, the Trustee, the Joint Lead Arrangers, 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 or the Trustee 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, the Trustee, the Joint Lead Arrangers, 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, the Trustee, the Joint Lead Arrangers, 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 DPA, its IRR, other 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, the Trustee, the Joint Lead Arrangers, and Selling Agents to have it corrected in accordance with the procedures of the Registrar and Paying Agent, the Trustee, the Joint Lead Arrangers, and Selling Agents 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) the Trustee, (iii) Joint Lead Arrangers, and/or (iv) Selling Agents, if any.

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 the written consent to disclose or inquire into my/our 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.

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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, the Pricing Supplement and the Offering Circular (as applicable) distributed or made available by the Issuer and the Joint Lead Arrangers and Selling Agents 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 Joint Lead Arrangers, and 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 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 Joint Lead Arrangers 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 Joint Lead Arrangers and Selling Agents 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 Joint Lead Arrangers, and Selling Agents and the trustee of the Issue (the "Trustee") that it has independently and, without reliance on the Issuer, the Joint Lead Arrangers 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 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 Joint Lead Arrangers and/or the Selling Agents or the Trustee.

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

Within two (2) Business Days from submission of the duly executed Application to the Issuer (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 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 Bonds to be cancelled, (b) the amount of the 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 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 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 Bonds. The Applicant recognizes that the amount of fees to be collected by the Issuer and the Selling Agent in the event of cancellation of the 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 Bonds, the Application of the relevant Applicant shall be deemed to have been amended to reflect that the purchase of the Bonds is being made only to the extent and in such amounts indicated in the Written Notice of Cancellation as the amount of the Bonds that the Applicant intends to retain or purchase. For which purpose, the Applicant authorizes the Selling Agent to execute such documents or contracts to effect such amendment of this Application.

The Applicant acknowledges that this Application, upon acceptance by the Selling Agents, in 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. 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 shall not apply to: (a) products marketed, offered or sold to the Issuer's corporate clients, (b) Applicants with aggregate investments in the Bonds of Five Hundred Thousand Philippine Pesos (Php500,000.00) or more, and (c) such securities deemed "traded" or "to be traded."

#### **Eligible Bondholders**

The Applicant understands that the Issuer intends to issue the Bonds in accordance with the Terms and Conditions, Offering Circular, the Pricing Supplement, this Application, and the Registry Confirmation (collectively, the "Documents").

The Applicant hereby represents and warrants to the Issuer, the Selling Agents that the Applicant has read and fully understands the Risk Disclosure Statement, the Documents, and the BSP Rules as to, inter alia, the obligations of the parties and the possible benefits and risks of investing in the Bonds, and the restriction that the Bonds may only be held by or transferred to Eligible Bondholders, namely, all prospective purchasers of the Bonds other than Prohibited Bondholders. The Applicant hereby represents and warrants to the Issuer, the Selling Agents that the Applicant is an Eligible Bondholder as defined in the Documents.

#### **Data Privacy**

The Applicant likewise authorizes the Issuer, Registrar and Paying Agent, the Trustee, the Joint Lead Arrangers, and Selling Agents (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 Arranger or Selling Agent regarding the Applicant's account/s with the said Joint Lead Arranger or Selling Agents (as applicable). By giving authority to the Relevant Parties 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 the DPA and its IRR, and allows the Joint Lead Arranger or 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 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 consents to and authorizes the processing, collection, retention, use, disclosure, storage, sharing, disposal and destruction by the Relevant Parties of its and its authorized signatories' or representatives' Personal Data, in accordance with the DPA and its IRR.

In relation to the acquisition and ownership of the Offer Bonds, please be advised that 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 relating to or otherwise necessary to effect the transfer of the Offer Bonds and/or in relation to the Applicant's or Holder's ownership of the Offer Bonds (the "Required Information"); and
- (b) personal and sensitive personal information ("Personal Data") such as, but not limited to, the Applicant's complete name, mailing address, nationality, date of birth, marital status, Taxpayer Identification Number, tax status, contact numbers, e-mail address, and government-issued identification documents.

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 Offer Bonds, distribute interest on the Offer Bonds for which the Applicant is entitled, inform the Applicant of the Issuer's corporate actions for which the Applicant/Holder 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 Offer 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, and the Applicant hereby consents to the sharing of, the Applicant's Personal Data with the following: (i) any of the Relevant Parties, its employees, directors, officers, representatives, and agents, (ii) PDTC and the Relevant Parties' subsidiaries and affiliates, its employees, directors, officers, representatives, and agents, (iii) PDTC and the Relevant Parties' service providers, contractors, and other third parties engaged by PDTC and the Relevant Parties to support their respective businesses, 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 has dealings or transactions involving the Offer Bonds, (v) government and law enforcement agencies, courts, stock, or security exchanges (including self-regulatory organizations such as the Philippine Dealing & Exchange Corp. ("PDEX") 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 Relevant Parties or PDTC in the event of a merger, divestiture, restricting, 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 its IRR to protect the Applicant's/Holder's Personal Data which will be kept while any Offer Bonds are registered in its name.

**Applicant's Full Name** (in print):

**Applicant's Authorized Signature/s:**

#### ACKNOWLEDGMENT AND ACCEPTANCE

**Joint Lead Arranger or Selling Agent's Acceptance:**

☐ Acceptance

☐ Rejection due to \_\_\_\_\_

**Joint Lead Arranger or 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 declare that:

- (a) The necessary know-your-client 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 ("IRR") 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 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 Lead Arrangers 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 appearing herein is genuine and authentic and was herein affixed freely and voluntarily;
- (f) The Application is consistent with the sales report to be submitted via e-SIP; and
- (g) 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.

\_\_\_\_\_  
Joint Lead Arranger/Selling Agent

\_\_\_\_\_  
Joint Lead Arranger/Selling Agent's Authorized Signatory  
Signature over printed name

\_\_\_\_\_  
Joint Lead Arranger/Selling Agent's Authorized Signatory  
Signature over printed name

#### REQUIRED ATTACHMENTS TO THIS APPLICATION

The Applicant shall submit properly completed Applications, 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, and the full payment of the purchase price of the Offer Bonds in the manner provided in the said Application. For the avoidance of doubt, for ATPs that are originally signed and uploaded in bulk, the final ATP shall be that generated by the Joint Lead Arranger/Selling Agent 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.

IF THE APPLICANT IS A CORPORATION OR AN INSTITUTION:

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 Offer Bonds indicated in the Application 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) ownership structure of the Applicant;
- (d) a list of natural persons who are the beneficial owners of the parent company of the Applicant;
- (e) 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);
- (f) validly issued tax identification number issued by the Bureau of Internal Revenue ("BIR");

- (g) identification document(s) of the authorized signatories of the Applicant, as specified in item (a) of the immediately succeeding paragraph below;
- (h) identification document(s) of at least two (2) of the directors of the Applicant, including its managing director, if any;
- (i) identification document(s) of beneficial owners who own at least ten percent (10%) of the capital stock of the Applicant;
- (j) identification document of the corporate secretary of the Applicant or its equivalent officer(s); and
- (k) such other documents as may be reasonably required by any of the Joint Lead Arrangers, Selling Agents, or the Registrar and Paying 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 the accomplished Applications and its required attachments, the following:

- (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 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, Overseas Workers Welfare Administration Overseas Filipino Worker OFW e-Card, 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 Joint Lead Arrangers, Selling Agents, or the Registrar and Paying Agent in implementation of its internal policies regarding “know your customer” and anti-money laundering.

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 Offer Bonds until such Bondholder shall have submitted to the Registrar and Paying Agent 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) a current and valid BIR-certified true copy of the 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 (“RMC”) No. 8-2014 including any clarification, supplement, or amendment thereto, and certified by the Corporate Secretary of the Bondholder that: (i) the exemption certificate is a true copy of the original; (ii) the original is in the possession of the Corporate Secretary as the duly authorized custodian of the same; and (iii) the Corporate Secretary has personal knowledge based on his official functions of any amendment, revocation, expiration, change, or any circumstance affecting the said certification’s validity, or a copy of the law of the country of domicile allowing a deemed paid tax credit in an amount equivalent to the 15% spared or waived by the Philippines duly authenticated by the Philippine embassy or, for countries that are members to the Apostille Convention, an apostilled copy of the law of the country of domicile which apostilled or authenticated copy shall be valid for one (1) year from the date of issuance. Should the submitted tax exemption certificate, ruling, or opinion expire during the Offer Period, the Bondholder must submit an updated/revalidated tax exemption certificate;
- (b) with respect to tax treaty relief, (a) prior to the payment of the initial interest due, (i) three (3) originals of the duly executed and apostilled/consularized 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 with the proof of receipt by the concerned office of the BIR, as required under Revenue Memorandum Order (“RMO”) No. 14-2021, (ii) one (1) original of the apostilled/consularized 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, (iii) the relevant provision of the tax treaty providing for the claimed tax exemption or preferential tax rate, in a form acceptable to the Issuer, and (iv) three (3) originals of the duly notarized, consularized or apostilled (as the case may be), if executed outside of the Philippines, Special Power of Attorney executed by the Bondholder or the Bondholder’s owners or beneficiaries, as may be applicable, in favor of the 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 is/are not doing business in the Philippines to support the applicability of a tax treaty relief; (b) prior to the payment of subsequent interests due, (i) three (3) originals of the apostilled/consularized new or updated BIR Form 0901-I (Interest Income) or Application Form for Treaty Purposes, as the Issuer deems applicable, and (ii) one (1) original of the apostilled/consularized 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, if the validity period of the previously issued tax residency certificate has already lapsed; and (c) such other additional documents as may be required by the Issuer or pursuant to applicable tax regulations, including, but not limited to, the documentary requirements enumerated in BIR RMO No. 14-2021 in relation to BIR RMC Nos. 77-2021 and 20-2022, which shall be submitted by the Bondholder/Registrar and Paying Agent to the Issuer no later than the 1<sup>st</sup> day of the month when such initial or subsequent interest payment/s shall fall due and, if applicable, including any clarification, supplement, or amendment thereto; 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 residency, have been satisfied;
- (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 treatment 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 (i.e. Employee Retirement Fund, etc.), declaring and warranting such entities’ tax-exempt status or preferential rate entitlement, undertaking to immediately notify the Issuer, the Registrar and Paying Agent of (i) 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 Offer 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, the Joint Lead Arrangers, and the Selling Agents free and harmless against any

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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 required by the Issuer and the Registrar and Paying Agent, or as required under the applicable regulations of the relevant taxing or other authorities, e.g., BIR RMO No. 14-2021, and BIR RMC Nos. 77-2021 and 20-2022, 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 and Paying Agent.

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

#### **IMPORTANT NOTE**

**THE OFFER BONDS AND THIS APPLICATION TO PURCHASE ARE GOVERNED BY AND ARE SUBJECT TO THE OFFERING CIRCULAR, THE PRICING SUPPLEMENT, AND THE TRUST INDENTURE AGREEMENT (ALL OF WHICH ARE MADE AN INTEGRAL PART OF THIS DOCUMENT). THE APPLICANT MAY OBTAIN COPIES OF THE OFFERING CIRCULAR, THE PRICING SUPPLEMENT, AND THE TRUST INDENTURE AGREEMENT, WHICH SHALL BE MADE AVAILABLE AT THE OFFICES OF THE JOINT LEAD ARRANGERS, THE TRUSTEE, AND THE ISSUER INDICATED IN THE OFFERING CIRCULAR AND PRICING SUPPLEMENT THROUGHOUT THE OFFER PERIOD DURING REGULAR BUSINESS HOURS.**

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

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