

Control #: \_\_\_\_\_



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

**SECURITY BANK CORPORATION  
MINIMUM OF ₱5.0 BILLION  
FIXED RATE 6.0000% BONDS DUE 2030  
WITH AN OVERSUBSCRIPTION OPTION**

Offer Price: 100% of Face Value

**APPLICATION TO PURCHASE**

This Application to Purchase (an "Application") the Fixed Rate 6.0000% Bonds due 2030 (the "Offer Bonds"; and the public offer of the Offer Bonds, the "Offer") issued by Security Bank 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 Offer Bonds (the "Applicant"). Any Application submitted by a prospective purchaser must be for a minimum principal amount of Five Hundred Thousand Pesos (₱500,000.00) and in multiples of One Hundred Thousand Philippine Pesos (₱100,000.00) in excess thereof, as indicated in the Offering Circular dated 19 September 2025 (the "Offering Circular") and Pricing Supplement dated 19 September 2025 (the "Pricing Supplement").

The Offer Bonds will be issued by the Issuer and will be recorded in electronic form in the Registry of Holders maintained by the Philippine Depository & Trust Corp. ("PDTCC" 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 and Privacy Notice of the e-Securities Issue Portal ("e-SIP"), as applicable and as may be amended from time to time (collectively, the "PDTCC 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 This Application is irrevocable and, once duly accomplished and submitted, may not be withdrawn by the Applicant, subject to cooling-off provisions of BSP Circular No. 898 (series of 2016), as amended by BSP Circulars No. 1048 (series of 2019) and No.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, with all the required attachments and corresponding payments must be received by any of the joint lead arrangers and joint bookrunners (the "Joint Lead Arrangers and Joint Bookrunners") and selling agents (the "Selling Agents") appointed for the Offer not later than 5:00 p.m. on 17 October 2025 (the "Cut-Off Date"), which is the end of the Offer Period, or such earlier date and time as may be agreed among the Issuer and the Joint Lead Arrangers and Joint Bookrunners. Acceptance by the Joint Lead Arrangers and Joint Bookrunner 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 Issuer, acting through the Joint Lead Arrangers and Joint Bookrunners, reserves the right to accept or reject this Application, and in case of oversubscription, allocate the Offer Bonds available to the applicants in a manner that it deems appropriate. If the Offer Bonds are insufficient to satisfy all Applications, the available Offer Bonds shall be allotted in accordance with the chronological order of submission of properly completed and appropriately accomplished Applications on a first-come, first-served basis, without prejudice and subject to the right of the Issuer to reject applications through the Joint Lead Arrangers and Joint Bookrunners 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 and Joint Bookrunners or Selling Agents may be moved to an earlier date at the sole and absolute discretion of the Issuer and the Joint Lead Arrangers and Joint Bookrunners without prior notice. Unless otherwise defined, capitalized terms used herein shall have the same meaning in the applicable terms and conditions of the Offer Bonds (the "Terms and Conditions"), the Offering Circular, the Pricing Supplement, the Amended Program Agreement dated as of 5 July 2024 ("Program Agreement"), the Trust Agreement dated 19 September 2025 ("Trust Agreement"), the Master Registry and Paying Agency Agreement dated as of 22 June 2020 as supplemented by the Fifth Supplemental Agreement to the Master Registry and Paying Agency Agreement dated 19 September 2025 ("RPAA"), Issue Management and Placement Agreement dated 19 September 2025 ("IMPA"), and the Master Certificate of Indebtedness ("Master Certificate of Indebtedness").

This Application, once accepted by the Joint Lead Arrangers and Joint Bookrunners or 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 through the e-SIP, as required and in accordance with the PDTCC 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 and Joint Bookrunners/Selling Agents on behalf of such Applicant or by the Joint Lead Arrangers and Joint Bookrunners/Selling Agents, on behalf of such Applicant.

<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 Offer Bonds (the "Total Purchase Amount"), subject to the PDTCC Rules, the Terms and Conditions, the Offering Circular, the Pricing Supplement, the Program Agreement, the RPAA, the IMPA, the Trust Agreement, the Master Certificate of Indebtedness, and this Application (collectively, the "Issue Documents") distributed or made available by the Issuer, the Joint Lead Arrangers and Joint Bookrunners, and the Selling Agents in relation to the offer and sale of the Offer Bonds, as well as Bangko Sentral ng Pilipinas ("BSP") Circular No. 1010, series of 2018, BSP Circular No. 1062, series of 2019, BSP Memorandum No. 001, series of 2020, and other related circulars and issuances of the BSP, in each case, as amended to date and as may be further amended from time to time (the "BSP Rules").			
<b>BONDS APPLIED FOR AND AMOUNT</b>			
<b>Amount in Words (₱) (Minimum denomination of ₱500,000.00 and increments of ₱100,000.00)</b>		<b>Amount in Figures (₱)</b>	
<input type="checkbox"/> Fixed Rate Bonds due 2030 _____		₱ _____	
<b>Total Purchase Amount</b>		<b>₱</b>	
<b>Mode of Payment for the Offer 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 Offer Bonds covered by this Application to the Joint Lead Arranger and Joint Bookrunner or 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 Offer Bonds covered by this Application in favor of the Joint Lead Arranger and Joint Bookrunner or 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 Offer Bonds covered by this Application in favor of the Joint Lead Arranger and Joint Bookrunner or 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>E-mail Address:*</b>	
<b>Fax Number/s:</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 <input type="checkbox"/> Resident individual alien <input type="checkbox"/> Resident foreign corporation <input type="checkbox"/> Non-resident alien not engaged in business in the Philippines <input type="checkbox"/> Non-resident foreign corporation <input type="checkbox"/> Tax Exempt Individual <input type="checkbox"/> Tax Exempt Institution** <input type="checkbox"/> 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.
<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 Offer Bonds to be purchased (net of applicable taxes, fees, and costs) 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")***  *** The currency of nominated accounts should match the currency of the Offer Bonds.	<b>Statement, Notices, and 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  <i>Note: 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 and/or Selling Agent for the Offer Bonds or to any official e-mail address nominated by such Joint Lead Arranger and Joint Bookrunner and/or Selling Agent.</i>
<b>If a Corporation, please attach the latest General Information Sheet (GIS) as filed with the SEC and provide the information requested below:</b>	
<b>Name of Parent Company, if any:</b>	
<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 account, the security shall be registered under the name of PDTC Nominee Corp. in the registry records of the Issuer. Further, I understand and consent to sharing of my 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 PDTC Depository Participants lodging securities under the PDTC Name-on-Central-Depository ("NoCD") Facility)</i>  We confirm that we are a PDTC Depository Participant and certify that:  1. The securities being lodged in our Depository Account under the PDTC NoCD Facility are securities being purchased by our bona fide clients and shall make available the documents evidencing the clients' instructions to purchase the security upon the request of the Issuer, its agent/s, and the regulators; 2. We have done, or as applicable, relied upon (on the basis of a third-party reliance letter issued by an appropriate institution in accordance with current banking regulations), the necessary know-your-customer procedures to verify the identity of the client; 3. Our clients acknowledge and fully understand that by lodging the security in the Depository under the clients' NoCD accounts, the security shall be registered under the name of PDTC Nominee Corp. in the registry records of the Issuer; and 4. We have obtained the consent of the relevant clients to the sharing of the client information to the Issuer or to its authorized agent for purposes of regulatory compliance and processing of corporate actions.  <div style="text-align: center; border-top: 1px solid black; margin-top: 20px;">             Printed Name and Signature of Authorized Signatory              of the PDTC Depository Participant           </div>
* 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 laws, regulations, jurisprudence, notices or orders of any Philippine governmental body relating thereto.	
<b>REPRESENTATIONS, WARRANTIES, AND AUTHORIZATION</b>	
In executing this Application and by providing the Relevant Parties (as defined below) such Required Information (as defined below) and Personal Data (as defined below), the Applicant represents and warrants, under penalty of law, that: (i) all information contained herein (including, without limitation, its tax status), the Required Information, Personal Data, and the required attachments are true and correct, (ii) the signature/ss thereon, whether wet or in electronic form, is/are genuine, properly authorized, and obtained without the use of fraud, coercion, or any other vice of consent, (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, and (iv) it is not a Prohibited Holder. 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 Joint Bookrunners and/or Selling Agents, if anything occurs which renders or may render untrue, incorrect, or incomplete 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 Offer 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, including but not limited to, any and all claims, actions, suits, damages, and liabilities resulting from the non-withholding of the required tax, due to the information provided by the Applicant, the representations as indicated in this Application, any misrepresentation contained herein, any errors or misrepresentation in the Required Information, any errors or 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 Arranger and Joint Bookrunner or Selling Agent regarding the Applicant's account/s with the said Joint Lead Arranger and Joint Bookrunner 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 Data Privacy Act of 2012 ("DPA") and its implementing rules and regulations ("DPA IRR"), and allows the Joint Lead Arranger and Joint Bookrunner 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, the DPA IRR, and other relevant issuances of the National Privacy Commission ("NPC"). 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.

#### PRIVACY STATEMENT

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

In relation to the acquisition and ownership of the Offer Bonds, please be advised that the Issuer, the Joint Lead Arrangers and Joint Bookrunners, the Selling Agents/brokers/trading participants, the market maker, the Trustee, and 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 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 DPA IRR to protect the Applicant's/Holder's Personal Data which will be kept while any Offer Bonds are registered in its name and up to the relevant retention period in accordance with laws and regulations.

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 or share 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, for law enforcement purposes, national security, or public interest (collectively the "Purpose");
  - (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 appropriate government agency. Please refer to the National Privacy Commission for details of such rights and remedies.
- (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.

The Applicant further certifies that it is not a United States ("U.S.") Person, as defined in the Foreign Account Tax Compliance Act ("FATCA") of the U.S., as may be amended from time to time ("FATCA"). Specifically, it is not: (a) a U.S. citizen (including a dual citizen who may have another citizenship besides having a U.S. citizenship); (b) a U.S. resident alien for tax purposes, which includes a person who has substantial presence in the U.S. ("substantial presence" is defined as more than thirty-one (31) days in the current calendar year or a total of one hundred eighty-three (183) days over the previous three (3) years from the current tax year); (c) a U.S. partnership, U.S. corporation, or U.S. entity; (d) a U.S. estate; (e) a U.S. trust if a court within the United States is able to exercise primary supervision over the administration of the trust, or one or more U.S. persons who have the authority to control all substantial decisions of the trust; (f) a passive non-financial foreign entity with U.S. controlling persons; or (g) any other person that is not a non-U.S. person under the FATCA. Applicant hereby undertakes to inform the Issuer in writing of any change in circumstance that will affect the accuracy of such declaration within thirty (30) calendar days from the occurrence of such change.

The Applicant also certifies that it is not a Prohibited Holder, as defined in the Terms and Conditions.

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 Relevant Party.

In the case of PDTC, you may contact the PDTC Data Protection Officer at 8884-5000. In the case of the Issuer, you may contact the Security Bank Data Protection Officer at [dataprotectionofficer@securitybank.com.ph](mailto:dataprotectionofficer@securitybank.com.ph).

The Applicant further accepts the following terms:

#### **Prohibited Holder**

The Applicant represents and warrants that: (i) I/we have reviewed the list of Prohibited Holders in the Terms and Conditions, (ii) I/we are not a Prohibited Holder, and (iii) are not a person otherwise not qualified under the BSP Rules, or a person/s whose acquisition, holding or transfer of the Offer Bonds would violate any applicable law or regulation, including but not limited to the PDTC Rules, BSP, Anti-Money Laundering Council, or other government regulation in any relevant jurisdiction.

#### **Email Indemnity**

By indicating my email address above, I/we consent to receive all notices and communications via e-mail, and such consent shall operate as 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 Holder has been closed, dormant, or inexistent, due to which payments to the Holder cannot be effected in a timely manner, and the Paying Agent does not receive any notice from the Holder as described herein, the Cash Settlement Bank shall handle such funds in accordance with its own internal procedures until the correction in the Cash Settlement Bank is effected and until credit of the relevant cash entitlement is completed. In these cases, the Issuer and the Registrar and Paying Agent shall not be liable to the relevant Holder for any failure or delay in the Holder's receipt of such payments.

The Applicant warrants that the Applicant (or its authorized signatory) has read and understood the PDTC Rules, the Issue Documents distributed or made available by the Issuer, the Joint Lead Arrangers and Joint Bookrunners, and the 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 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 Offer Bonds, unless such act or omission was committed with gross negligence or willful misconduct. The Applicant further agrees that its completion, execution, and signing of this Application constitute its agreement to be bound by the terms of the Issue Documents and shall serve as 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 effect registration of the Offer Bonds in the name of the Applicant.

The Applicant represents and warrants to the Relevant Parties that it has independently and without reliance 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 Offer Bonds on the basis of such independent appraisal and that it shall continue to make its own credit appraisal without reliance on the Relevant Parties.

#### **Personal Data in the Registry Account**

The Applicant may send PDTC an e-mail 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**

By providing its Personal Data to the Relevant Party, the Applicant acknowledges that it has read, understood, and agreed to all the terms as set forth in this Application. 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. And 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.

#### **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 Joint Lead Arranger and Joint Bookrunner 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 Joint Lead Arranger and Joint Bookrunner 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 Joint Lead Arranger and Joint Bookrunner 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 Joint Lead Arranger and Joint Bookrunner 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 Joint Lead Arranger and Joint Bookrunner or 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 Joint Lead Arrangers and Joint Bookrunner and Selling Agents, 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 shall 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 to be "traded" or "to be traded."

#### **Binding Effect**

The Applicant acknowledges that this Application, upon acceptance by the Joint Lead Arrangers and Joint Bookrunners or the Selling Agents, 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. 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, until after the issuance of the Registry Confirmation by the Registrar and Paying Agent.

**Rejection**

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

Refunds shall be made, at the option of each Joint Lead Arranger and Joint Bookrunner or the 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 Arranger and Joint Bookrunner or 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 Day 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.

**The Applicant hereby represents and warrants to the Issuer, the Joint Lead Arrangers and Joint Bookrunners and/or the Selling Agents that the Applicant has read and fully understands the Terms and Conditions of the Offer, this Application to Purchase, the Offering Circular and other Issue Documents, and the BSP Rules as to, inter alia, the obligations of the parties and the possible benefits and risks of investing in the Offer Bonds, and the restriction that the Offer Bonds may only be held by or transferred to Eligible Holders, namely, all prospective purchasers of the Offer Bonds other than Prohibited Holders, and unconditionally accepts the same. The Applicant further represents and warrants that it has independently made its/his/her own credit investigation and appraisal of the financial position of the Issuer, and that it/he/she has subscribed to the Offer Bonds on the basis of such independent appraisal, and that it shall continue to make its/his/her own credit appraisal without reliance on the Issuer, the Joint Lead Arrangers and Joint Bookrunners and/or Selling Agents.**

**APPLICANT'S FULL NAME (IN PRINT):****APPLICANT'S AUTHORIZED SIGNATURE/S:****ACKNOWLEDGMENT AND ACCEPTANCE****Joint Lead Arranger and Joint Bookrunner's / Selling Agent's Acceptance:**

Acceptance



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

**Joint Lead Arranger and Joint 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 ("AML") 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 Joint Lead Arranger and Joint 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 Arranger and Joint Bookrunner/Selling  
Agent

\_\_\_\_\_  
Joint Lead Arranger and Joint Bookrunner/Selling  
Agent  
Authorized Signatory  
Signature over printed name

\_\_\_\_\_  
Joint Lead Arranger and Joint Bookrunner/Selling  
Agent  
Authorized Signatory  
Signature over printed name

**REQUIRED ATTACHMENTS TO THIS APPLICATION**

The Applicant shall submit properly completed Applications to Purchase, whether originally signed or electronically submitted (through the e-SIP), together with all applicable supporting documentation in the prescribed form and submitted in the prescribed manner, with full payment of the Total Purchase Amount of the Offer Bonds in the manner provided in the said Application to Purchase. For the avoidance of doubt, for Applications to Purchase that are originally signed and uploaded in bulk, the final Application to Purchase shall be that generated by the Joint Lead Arrangers and Joint Bookrunners/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 Application to Purchase from e-SIP, the latter shall prevail.

**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) One (1) copy certified by the Corporate Secretary or other authorized officer of the Applicant of the resolutions adopted by the Applicant's Board of Directors or equivalent body authorizing the Applicant to purchase the Offer Bonds and certifying the names and specimen signatures of the Applicant's duly authorized signatories for that purpose;
- (b) One (1) SEC certified true copy (or equivalent regulatory body) or copy certified by the Corporate Secretary/ Assistant Corp. Secretary/ authorized signatory(ies) of the Applicant, of (i) SEC Certificate of Registration or Incorporation, (ii) Articles of Incorporation, and (iii) By-Laws, or equivalent charter or constitutive documents of the Applicant, as amended to date;
- (c) Two (2) fully executed PDTC signature cards of the authorized signatories duly authenticated by the Corporate Secretary of the Applicant in the form attached to the Application, together with a copy of at least one (1) valid identification document of the authorized signatories as enumerated below; Identification document(s) ("IDs") of the authorized signatories of the Applicant; and
- (d) Such other documents as may be reasonably required by the relevant Selling Agent or the Registrar in implementation of its internal policies regarding "know your customer" and anti-money laundering.

**IF THE APPLICANT IS A NATURAL PERSON**

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

- (a) A clear copy of any one of the identification documents listed below;
- (b) Two (2) fully executed PDC specimen signature cards in the form attached to the Application;
- (c) For aliens residing in the Philippines or non-residents engaged in trade or business in the Philippines, consularized or apostilled proof of tax domicile issued by the relevant tax authority of the Eligible Holder; and
- (d) Such other documents as may be reasonably required by the relevant Selling Agent or the Registrar in implementation of its internal policies regarding "knowing your customer" and anti-money laundering.

**IDENTIFICATION DOCUMENTS SHALL CONSIST OF:**

Any one (1) of the following valid identification documents bearing a signature and recent photo, and which is not expired: Philippine Identification System Card (PhilID) (subject to authentication), Passport, Driver's License, Government Service Insurance System ("GSIS") e-Card, Social Security System ("SSS") Card, Senior Citizen Card, Unified Multi-Purpose ID, and company identification cards ("ID Cards") issued by private entities or institutions registered with or supervised or regulated either by the BSP, the SEC, or the Insurance Commission, or such other ID Cards and documents as may be required by or acceptable to the relevant Selling Agent.

The Applicant understands that the Registrar will not issue a Registry Confirmation nor will any Holder be allowed to sell or transfer the Offer Bonds until such Holder shall have submitted to the Registrar all the documents required for the issuance of such Offer Bonds.

**Applicants claiming exemption or preferential rate from any applicable tax shall also be required to submit the following documentary proof of its tax-exempt or preferential status together with this Application:**

- (a) A current and valid certified true copy of the tax exemption certificate, ruling, or opinion issued by the BIR confirming the Eligible Holder's exemption from or preferential rate in relation to, taxation of interest on fixed income securities, 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 Holder 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/her 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 10% 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 Holder must submit an updated/revalidated tax exemption certificate;
- (b) (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 Holder or, if the Holder is a fiscally transparent entity, each of the Holder'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 Holder or, if the Holder is a fiscally transparent entity, the country of residence of each of the Holder'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 Holder or the Holder'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 Holder or the Holder'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 Holder or, if the Holder is a fiscally transparent entity, the country of residence of each of the Holder'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 as clarified by BIR RMC Nos. 77-2021 and 20-2022, which shall be submitted by the Holder/Registrar and Paying Agent to the Issuer no later than the 1st 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 Holder is entitled to the preferential tax treaty rate based on the documents submitted by the non-resident Holder, provided that all the conditions for the availment thereof, other than residency, have been satisfied;**
- (c) Original of the duly notarized undertaking executed by (1) the corporate secretary or any authorized representative of such Applicant, who has personal knowledge of the exemption based on his or her official functions, if the Applicant purchases 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, warranting its tax-exempt status, undertaking to immediately notify the Bank and the Registrar and Paying Agent of (i) any suspension or revocation of its tax exemption, and agreeing to indemnify and hold the Bank and the Registrar and Paying Agent free and harmless against any claims, actions, suits, and liabilities resulting from the non-withholding, substantially in the form attached as Schedule 11 or 11-A to the RPAA, (ii) if there are any material changes in the factual circumstances of the Holder 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 Joint Bookrunners, and the Selling Agents 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 Holder 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 under the relevant Pricing Supplement, the RPAA or by the Registrar, the Bank, and the Selling Agents as proof of the Eligible Holder's tax-exempt status or as may be required under the applicable regulations of the relevant taxing or other authorities.

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

**IMPORTANT NOTE**

**THE OFFER BONDS AND THIS APPLICATION ARE GOVERNED BY AND ARE SUBJECT TO THE OFFERING CIRCULAR, THE PRICING SUPPLEMENT, THE TERMS AND CONDITIONS, 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 TERMS AND CONDITIONS, AND THE TRUST AGREEMENT WHICH SHALL BE MADE AVAILABLE AT THE OFFICES OF THE SELLING AGENTS, THE TRUSTEE, AND THE ISSUER INDICATED IN THE OFFERING CIRCULAR AND PRICING SUPPLEMENT THROUGHOUT THE OFFER PERIOD DURING REGULAR BUSINESS HOURS.**

**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 SEC. THE BONDS ARE NOT DEPOSIT INSTRUMENTS AND ARE NOT INSURED BY THE PHILIPPINE DEPOSIT INSURANCE CORPORATION.**