



# METROPOLITAN BANK & TRUST COMPANY

**5.4727% Series F ASEAN Sustainability Bonds due 2027 under the Bank's  
₱154,500,000,000 Bond and Commercial Paper Programme**

Arranger/Control No.: \_\_\_\_\_ Date: \_\_\_\_\_

## APPLICATION TO PURCHASE

This is an application to purchase ("Application") Metropolitan Bank & Trust Company (the "Issuer" or the "Bank") Series F ASEAN Sustainability Bonds due 2027 (the "Bonds"). Any application submitted by a prospective purchaser must be for the minimum principal amount and in increments as indicated in the Pricing Supplement dated March 16, 2026 (the "Pricing Supplement"). Unless otherwise defined herein, capitalized terms used shall have the same meaning as in the Offering Circular dated March 4, 2026 (the "Offering Circular").

The Bonds will be issued by the Bank and will be recorded in electronic book-entry (scripless) form in the system of Philippine Depository & Trust Corporation (the "Registrar") and shall be subject to the rules and regulations of the Registrar 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 This Application is irrevocable and, once duly accomplished and submitted, may not be withdrawn by the Applicant, subject to cooling-off provisions of BSP Circular No. 898 (series of 2016), as amended by BSP Circulars No. 1048 (series of 2019) and No.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 joint lead managers (the "Managers") and selling agents (the "Selling Agents") appointed for the offer of the Bonds not later than 5:00 p.m. on March 30, 2026 (the "Cut-Off Date"), which is the end of the Offer Period, or such earlier date as may be specified by the Managers. Applications and payments received thereafter will be rejected. Any Application improperly accomplished or incompletely submitted may likewise be rejected. The Issuer and the Managers reserve the right to accept or reject this Application, and in case of oversubscription, allocate the Bonds available to the applicants in a manner deemed appropriate.

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

Name of Applicant: (Last, First, M.I. / Business Name)*		Type of Investor: <input type="checkbox"/> Individual <input type="checkbox"/> Corporate
I/We (the "Applicant") hereby apply to purchase the following principal amount of the Bonds (the "Total Purchase Amount"), subject to the Terms and Conditions of the Bonds and the Offering Circular distributed or made available by the Bank and the Managers/Selling Agents in relation to the offer and sale of the Bonds.		
Amount in Words (PhP)		Amount in Figures (PhP)
Mode of Payment for the Bonds: I/We hereby pay for my/our purchase of the Bonds as indicated below:		
<input type="checkbox"/> <b>Real Time Gross Settlement</b> 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 Managers/Selling Agents named below, for the account of the Bank.	<input type="checkbox"/> <b>Regular Bank Check</b> 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 Managers/Selling Agents named below, for the account of the Bank.  Drawee Bank: _____  Check #: _____	<input type="checkbox"/> <b>Direct Debit</b> 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 Managers/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 / Mobile Number/s:  Fax Number/s:		E-mail Address (Please fill-in only if you specifically consent to e-mail communications. Provisions on Communications under the Application and in the Terms & Conditions will apply):
Primary Contact Person (if other than Applicant):		Relationship to Applicant:
Date of Birth / Incorporation (mm/dd/yyyy):*		Place of Birth / Incorporation:*
Nationality:*		Tax Identification Number:*
Nature of Work or Business/ Principal Business of the Corporation:*		Name of Employer/ Business:*

**Sources of Income:\***

Salary/professional or consultation fee

Company dividends

Donations

Revenue from sale of product/services rendered

Allowance

Others: (Please specify) \_\_\_\_\_

**Mode of Collection of Interest and Principal Payments:**

I/we hereby unconditionally instruct and authorize the Paying Agent to cause the payments of interest and principal on the Bonds net of applicable taxes, fees and cost to be purchased via:

Credit **PESO** current/savings account number \_\_\_\_\_

with \_\_\_\_\_

branch \_\_\_\_\_

Credit **Demand Deposit Account** \_\_\_\_\_

N.B.: All payments under the Bonds shall be credited to Bondholders' designated account.  
\*Must be an accredited PDS Group Cash Settlement Bank

**Tax Status:**

Resident Individual - Taxable

Resident Corporate - Taxable

Foreign Investor - Taxable \*\*

Resident Individual Alien

Non-resident Individual Alien Not Engaged in Business

Resident Foreign Corporation

Non-resident Foreign Corporation

Tax Exempt Individual

Tax Exempt\*\* Institution

Others (Beneficiary of Preferential Tax Rate)

\*\* If availing of tax exemption or reduced tax rates, subject to submission of acceptable documentary proof of exemption or reduced tax rates, as applicable.

**Statement, Notices & Correspondence Delivery Mode:**

Send to email address indicated above

Delivery via courier (Metro Manila area only) or registered mail to mailing address indicated above

**If a Corporation, please fill out Additional Required Information (Please use additional sheets if necessary) and attach the latest General Information Sheet (GIS) as filed with the SEC.**

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

**Registration of Securities**

Under the name of the Applicant

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 Broker Participant ID:

\_\_\_\_\_

PDTC Depository Participant Omnibus Account No.:

\_\_\_\_\_

I/We, the Applicant, acknowledge that by lodging the security in the Depository under my/our account, the security shall be registered under the name of PDTC Nominee Corp. in the registry records of the Issuer. Further, I 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. I/We understand that the data sharing shall be in accordance with the Data Privacy Act of 2012 ("DPA"), its Implementing Rules and Regulations ("IRR"), other issuances of the National Privacy Commission ("NPC"), and other relevant laws of the Philippines.

**Depository Participant Confirmation and Certification**

(Note: This is for Depository Participant Lodging Securities under the PDTC Name on Central Depository (NoCD) Facility)

We confirm that we are a PDTC Depository Participant and certify that:

- 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.
- 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.
- 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.
- 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.

\_\_\_\_\_

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

\* Required to be filled out under Republic Act No. 9160, Republic Act No. 9194 and Republic Act No. 10365 and BSP Circular Nos. 251, 253, 279, 527, 564, 608, 612 and 950, and all other amendatory and implementing law, regulation, jurisprudence, notice or order of any Philippine governmental body relating thereto.

**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 Bonds in the manner provided in the said Application. For the avoidance of doubt, for Applications that are originally signed and uploaded in bulk, the final Application shall be that generated by the Managers/Selling Agents through the e-SIP upon submission of the sales report. In case of conflict between the originally signed Application and the electronically-generated Application from e-SIP, the latter shall prevail.

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

**IF THE APPLICANT IS A CORPORATION:**

- An original notarized Certificate of the Corporate Secretary of the Applicant setting forth resolutions of the Applicant's Board of Directors authorizing the purchase of the Bonds and designating the signatories, with their specimen signatures, for the said purposes;
- Copies of its Articles of Incorporation and By-laws and latest amendments thereof, together with the Certificate of Incorporation issued by the Securities and Exchange Commission (SEC) or equivalent government institution, stamped and signed as certified as true copies by the SEC or by the Applicant's Corporate Secretary, or by an equivalent officer/s who is/are authorized signatory/ies;
- Two (2) duly accomplished signature cards containing the specimen signatures of the Applicant's authorized signatories, validated by its Corporate Secretary or by an equivalent officer/s who is/are authorized signatory/ies;
- Validly issued tax identification number issued by the BIR;
- Identification Document(s) of the authorized signatories of the Applicant; and

- (f) Such other documents as may be reasonably required by any of Managers, Selling Agents or the Registrar in the implementation of its internal policies regarding “know your customer” and anti-money laundering.

**IF THE APPLICANT IS A NATURAL PERSON:**

- (a) Copies of valid Identification Documents of the Applicant;  
(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 the Managers, Selling Agents, 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: Passport, Driver’s License, Tax Identification (TIN) ID, Professional Regulation Commission (PRC) ID, National Bureau of Investigation (NBI) Clearance, Police Clearance, Postal ID, Voter’s ID, Barangay Certification, Government Service Insurance System (GSIS) e-Card, Social Security System (SSS) Card, Senior Citizen Card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, Seaman’s Book, Alien Certification of Registration/Immigrant Certificate of Registration, Government Office and GOCC ID, e.g. Armed forces of the Philippines (AFP ID), Home Development Mutual Fund (HDMF ID), National Council for the Welfare of Disabled Persons (NCWDP) Certification, Department of Social Welfare and Development (DSWD) 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 IC, or school ID duly signed by the principal or head of the school (for Students who are beneficiaries of remittances/fund transferees who are under 18 years of age)

**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, 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 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 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 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 Bonds for its account, or (2) the trust officer, if the Applicant is a universal bank authorized under Philippine law to perform trust and fiduciary functions and purchase the Bonds pursuant to its management of tax-exempt entities (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 Registry and Paying Agency Agreement (“**RPA**”); (ii) if there are any material changes in the factual circumstances of the Bondholder including but not limited to its character, nature, and method of operation, which are inconsistent with the basis for its income tax exemption; or (iii) if there are any change of circumstance, relevant treaty, law or regulation or any supervening event that may or would result in the interest income of the Bonds being ineligible for exemption or preferential rate, with a declaration and warranty of its tax exempt status or entitlement to a preferential tax rate, and agreeing to indemnify and hold the Issuer, the Registrar and Paying Agent, the Managers, 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 Bondholder shall also submit an original certification from the corporate secretary or an equivalent officer of the investor, setting forth the resolutions of its board of directors or equivalent body authorizing the execution of the undertaking and designating the signatories, with their specimen signatures, for the said purpose; and
- (d) Such other documentary requirements as may be reasonably required by the Bank, the Registrar or the Paying Agent 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 apostilled or consularized proof of the Applicant’s legal domicile in the relevant treaty state, and confirmation from the SEC that the entity is not doing business in the Philippines; provided that the Bank 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 Bank 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.

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

**REPRESENTATIONS, WARRANTIES 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 that 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 Bank and the Registrar, either directly or through the Managers 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 the Bank, the Registrar and Paying Agent, and the Managers and Selling Agents, will rely on the Applicant's representations and warranties set forth herein including, without limit, its declaration of its tax status, including, if applicable, its tax-exempt status in processing payments due to it under the Bonds.

The Applicant agrees to indemnify and hold the Bank, the Registrar and Paying Agent, and the Managers and Selling Agents, 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 Managers, Selling Agents, and Registrar and the 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 Managers and Selling Agents, regarding the Applicant's account/s with the said Manager or Selling Agent (as applicable). By giving authority to the Managers, Selling Agents, and Registrar and the Paying Agent and by signing this Application, the Applicant hereby waives its right to privacy of information or confidentiality that may exist by law or by contract, including under Republic Act No. 1405 or the Bank Secrecy Act of 1955, as amended, and allows the Managers 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 Managers and Selling Agents to process the Application and the Registrar and the 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 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, and the Managers 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 Applications originally signed and uploaded in bulk by the Managers and Selling Agents on the e-SIP, the final Application shall be that generated by the Managers and Selling Agents through the e-SIP upon submission of the sales report, and that in case of conflict between the physical Application submitted to the Managers and Selling Agents and the electronically-generated Application 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 Managers and Selling Agents. 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 Bonds, the Trustee, in its capacity as trustee of the Bondholders, and the Managers 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, and the Managers 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, and the Managers 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, and the Managers 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 of the Registrar and Paying Agent, the Trustee, and the Managers 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, and the Managers and Selling Agents to have it corrected in accordance with the procedures of the Registrar and Paying Agent, the Trustee, and the Managers 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) Managers and (iv) Selling Agents.

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 am/are responsible for keeping such email access active and existing during the term of the Bonds, otherwise, I/we shall be liable for any fees or charges that may be imposed or incurred in transmitting or re-transmitting such communication via electronic means.

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

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

In the event that the details of the Cash Settlement Account are incomplete or erroneous, or the Cash Settlement Account of the Bondholder has been closed, dormant, or 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 Managers and Selling Agents in relation to the offer and sale of the Bonds and unconditionally accepts the same. The Applicant agrees to indemnify and hold the Registrar and Paying Agent, the Issuer, and the Managers 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 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 the Managers and Selling Agents to execute any application form or other documents and generally to do all such other things and acts as the Issuer, the Registrar and Paying Agent, and/or the Managers and Selling Agents may consider necessary or desirable to effect registration of the Bonds in the name of the Applicant.

The Applicant represents and warrants to the Issuer, the Managers and Selling Agents and the Trustee that it has independently and, without reliance on the Issuer, the Managers and Selling Agents, or the Trustee, made its own credit investigation and appraisal of the financial position and affairs of the Issuer on the basis of such documents and information it has deemed appropriate and that it has subscribed to the Bonds on the basis of such independent appraisal, and that it shall continue to make its own credit appraisal without reliance on the Issuer, the Managers and 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 Managers and Selling Agents 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 Managers and Selling Agents 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 Managers and Selling Agents to charge and collect a 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 Managers and Selling Agents 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 Managers and Selling Agents to execute such documents or contracts to effect such amendment of this Application.

The Applicant acknowledges that this Application, upon acceptance by the Managers and Selling Agents, on behalf of the Issuer, constitutes a duly executed purchase agreement covering the Bonds purchased, valid and binding on the Applicant under the stipulations hereof and the related contracts. 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 and the Managers and Selling Agents that the Applicant has read and fully understands 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 and the Managers and 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, and the Managers 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 Manager or Selling Agent regarding the Applicant’s account/s with the said Manager or Selling Agent (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 Managers and Selling Agents (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 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 Bonds and/or in relation to the Applicant’s or Holder’s ownership of the Bonds (the **“Required Information”**); and
- (b) Personal and sensitive personal information (**“Personal Data”**) such as, but not limited to, the Applicant’s 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 Bonds, distribute interest on the Bonds for which the Applicant is entitled, inform the Applicant of the Issuer’s corporate actions for which the Applicant/Bondholder is entitled, provide other notices or information as the Issuer, Trustee, or PDTC may circulate from time to time and/or in relation to the maintenance of the registration and listing of the Bonds and the provision of any service relating to the Applicant’s registry account. Subject to compliance with applicable laws and regulations, on a need-to-know basis and/or always for a legitimate business purpose, any of the Relevant Parties may share, 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 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 Bonds are registered in its name.

I/We (the **“Applicant”**) hereby apply and offer to purchase the Bonds subject to the Documents (as defined below) made available to me/us in relation to the offer and sale of the Bonds:

<b>APPLICANT’S FULL NAME (IN PRINT):</b>	<b>APPLICANT’S AUTHORIZED SIGNATURE/S :</b>
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**ACKNOWLEDGEMENT AND ACCEPTANCE**

**Manager's or Selling Agent's Acceptance:**

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

**Manager's 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-customer ("KYC") process was conducted on the Applicant pursuant to the Anti-Money Laundering Act and the amendments thereto ("AMLA") as well as its 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 Bank and the Registrar regarding the Applicant are true, complete, current and correct;
- (d) Any and all authorizations and waivers from the Applicant necessary for the undersigned Manager or Selling Agent to disclose all information required by the Bank and the Registrar 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.

\_\_\_\_\_  
Manager or Selling Agent

\_\_\_\_\_  
Manager's or Selling Agent's Authorized Signatory  
Signature over printed name

\_\_\_\_\_  
Manager's Selling Agent's Authorized Signatory  
Signature over printed name

**IMPORTANT NOTE**

**THE 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 MANAGERS AND SELLING AGENTS, 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.**

**ADDENDUM TO THE APPLICATION TO PURCHASE**

<b>PLEASE CHECK APPLICABLE BOXES BELOW</b>		
<b>ELIGIBILITY QUESTIONS</b>		
<b>FOR INDIVIDUALS:</b>		
1. Are you a director, officer or shareholder of the Issuer?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2. Are you a first degree relative by consanguinity or affinity of a director, officer or shareholder of the Issuer? <i>First degree relatives refer to the spouse, parents, parents-in-law, children, children-in-law, common-law or illegitimate children, common-law or illegitimate spouse, step-parents, step- children and legally adopted children.</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3. Are you a second degree relative by consanguinity or affinity of any director, officer ranking at least Senior Vice President (SVP), shareholder owning at least 10% of the Issuer? <i>Second degree relatives refer brother/sister, brother/sister-in-law, grandparent, grandparent in-law, grandchildren and grandchildren-in-law.</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4. Are you a director, officer ranking at least Senior Vice President (SVP), or a shareholder owning at least 10% of any of the Issuer's affiliated companies? <i>Affiliated companies refer to entities that are considered as the Issuer's related interests and subsidiaries and affiliates, including those that the Issuer exerts direct or indirect control over or those that exerts direct or indirect control over the Issuer and their subsidiaries, affiliates and special purpose entities.</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
5. Are you a first or second degree relative by consanguinity or affinity of any of the directors, officers ranking at least Senior Vice President (SVP) and shareholders owning at least 10% of any of the Issuer's affiliated companies? <i>First degree relatives refer to the spouse, parents, parents-in-law, children, children-in-law, common-law or illegitimate children, common-law or illegitimate spouse, step-parents, step- children and legally adopted children. On the other hand, second degree relatives refer brother/sister, brother/sister-in-law, grandparent, grandparent in-law, grandchildren and grandchildren-in-law.</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6. Are you a Board Adviser or a spouse of a Board Adviser of the Issuer or of the Issuer's ultimate holding company-GT Capital Holdings Inc.?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>FOR CORPORATES:</b>		
1. Are you a subsidiary of the Issuer? <i>Subsidiary refers to an entity more than 50% of the outstanding voting stock of which is directly or indirectly owned, controlled or held with power to vote by the Issuer.</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2. Are you an affiliate of the Issuer? <i>Affiliate refers to an entity linked directly or indirectly to the Issuer by means of: (a) Ownership, control or power to vote of at least twenty percent (20%) to fifty percent (50%) of the outstanding voting stock of such an entity or of the Issuer; (b) Interlocking directorship or officership, where the concerned director or officer owns, controls or has the power to vote, at least twenty percent (20%) of the outstanding voting stock of such an entity; (c) Common stockholders owning directly or indirectly ten percent (10%) or more of the outstanding voting stock of the Issuer and directly or indirectly owning at least twenty percent (20%) of such an entity; (d) Management contract or any arrangement granting power to the Issuer to direct or cause the direction of management and policies of such an entity; and (e) Permanent proxy or voting trusts in favor of the Issuer constituting at least twenty percent (20%) of the outstanding voting stock of such an entity or of the Issuer.</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3. Are you an entity that the Issuer exerts direct/indirect control over or that exerts direct/indirect control over the Issuer?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4. Are you a subsidiary, affiliate or special purpose entity of an entity that the Issuer exerts direct/indirect control over or that exerts direct/indirect control over the Issuer?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
5. Are you an entity linked directly or indirectly to the Issuer by means of any of the following? a. Ownership, control or power to vote, of ten percent (10%) to less than twenty percent (20%) of the outstanding voting stock of such an entity or of the Issuer; b. Interlocking directorship (excluding independent directors) or officership, whereby the concerned director or officer does not have a controlling interest in such an entity (own less than 20%) regardless of whether or not he/she has a controlling interest in the Issuer; c. Common ownership whereby the common stockholder owns directly or indirectly at least ten percent (10%) of the outstanding voting stock of the Issuer and directly or indirectly owns at least ten percent (10%) but less than twenty percent (20%) of such an entity; and d. Permanent proxy or voting trusts in favor of the Issuer constituting ten percent (10%) to less than twenty percent (20%) of the outstanding voting stock of such an entity, or of the Issuer.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6. Are you a Related Interest of the Issuer's directors, officers and stockholders? <i>Related Interest covers the following: (a) Partnership of which the Issuer's director, officer or stockholder is a general partner; (b) Entity of which any of the Issuer's director, officer or stockholder own at least 20%; (c) Entity wholly or majority owned or controlled by items "a" or "b" above; (d) Entity which owns or controls directly or indirectly at least 20% of the capital of the Issuer's holding company-GT Capital Holdings Inc.; (e) Entity which owns majority of the Issuer's capital; (f) Entity which has an existing management contract or similar arrangement with the Issuer's parent-Metrobank; and (g) NGO or foundation that is engaged in retail microfinance operations incorporated by of directors, officers or stockholders of the Issuer's related bank(s).</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>IN CASE YOU ANSWERED YES TO ANY OF THE FOREGOING QUESTIONS:</b>		
Are you in possession or have access to material and non-public information of the Issuer which may affect the pricing and marketability of the issuance of the Offer Bonds or that which substantially impacts an investor's decision to buy or sell the Offer Bonds once such information is disseminated to the public?	<input type="checkbox"/> YES	<input type="checkbox"/> NO