



1 <sup>st</sup> Copy	Registrar
2 <sup>nd</sup> Copy	Joint Lead Arrangers and Bookrunners / Selling Agent
3 <sup>rd</sup> Copy	Applicant

**6.08% Series G ASEAN Sustainability Bonds due 2029**  
 with an interest rate of 6.08% per annum  
**APPLICATION TO PURCHASE**  
 (FI-ATP 2021)

This Application to Purchase (an "Application" or the "ATP") Series G ASEAN Sustainability Bonds due 2029 (the "Offer Bonds"), together with all the required attachments, must be prepared and completed in all parts by a person (whether natural or juridical) who seeks to subscribe to the Offer Bonds (the "Applicant" or "Offeror"). Any Application submitted by a prospective purchaser must be for a minimum denomination of PHP100,000.00 and in integral multiples of PHP10,000.00 thereafter, as indicated in the offering circular dated 8 May 2025 (the "Offering Circular") and as supplemented by the preliminary pricing supplement dated [•]2026 (the "Preliminary Pricing Supplement") and the final pricing supplement to be dated on or about [8] April 2026 (together with the Preliminary Pricing Supplement, the "Pricing Supplement").

Unless otherwise defined, capitalized terms used herein shall have the same meaning as in the Offering Circular and the Pricing Supplement. The Offer Bonds will be issued by RIZAL COMMERCIAL BANKING CORPORATION ("RCBC", the "Bank", or the "Issuer") and recorded in the electronic Registry of Applicants maintained by the Philippine Depository & Trust Corp. ("PDTC" or the "Registrar and Paying Agent") and shall be subject to the rules and regulations of the Registrar and Paying Agent and the Terms and Conditions for the Use of the e-Securities Issue Portal ("e-SIP"), as applicable (collectively, "PDTC Rules"). This Application is irrevocable and, once duly accomplished and submitted, may not be withdrawn by the Applicant. Completed Applications, in triplicate, with all the required attachments and corresponding payments must reach the joint lead arrangers and bookrunners (the "Joint Lead Arrangers and Bookrunners") and selling agents (the "Selling Agents") appointed for the offer of the Offer Bonds not later than 5:00 p.m. on 27 March 2026 (the "Cut-Off Date"), which is the end of the Offer Period, or such earlier date as may be specified by the Joint Lead Arrangers and Bookrunners and Selling Agents. Acceptance by the Joint Lead Arrangers and Bookrunners and Selling Agents of the completed Application shall be subject to the availability of the Offer Bonds. In the event that any check payment is returned by the drawee bank for any reason whatsoever or the nominated bank account to be debited is invalid, the Application shall be automatically cancelled and any prior acceptance of the Application shall be deemed revoked. Applications and payments received after said Cut-Off Date or submitted without the required attachments or payments will be rejected. Any Application improperly or incompletely accomplished may likewise be rejected. The Joint Lead Arrangers and Bookrunners and Selling Agents, on behalf of the Issuer, reserve the right to accept or reject this Application, and in case of oversubscription, 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 Bookrunners and Selling Agents may be moved to an earlier date at the sole and absolute discretion of the Issuer and the Joint Lead Arrangers and Bookrunners and Selling Agents without prior notice.

**This Application, once accepted by the Joint Lead Arrangers and Bookrunners and Selling Agents, shall constitute the duly executed purchase agreement covering the amount of the Offer Bonds so accepted and shall be valid and binding on the Issuer and the Applicant. Once accepted, an Application may not be unilaterally revoked or cancelled by the Applicant, in full or in part, and the rights and privileges pertaining thereto shall be non-transferable. Should an Application be accomplished electronically, as required and in accordance with the PDTC Rules and as authorized by the Securities and Exchange Commission, 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 Bookrunners or the 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
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I/We (the "Applicant") hereby apply to purchase the following principal amount of the Offer Bonds (the "Purchase Price"), subject to the PDTC Rules, the Terms and Conditions as such term is defined in the Trust Agreement, the Offering Circular and the Pricing Supplement distributed or made available by the Issuer the Joint Lead Arrangers and Bookrunners and the Selling Agents in relation to the offer and sale of the Offer Bonds.

OFFER BONDS APPLIED FOR AND AMOUNT	
Amount in Words	Amount in Figures
<input type="checkbox"/> Series G ASEAN Sustainability Bonds due 2029	₱ _____

**Mode of Payment for the Offer Bonds:**

**Real Time Gross Settlement**

**Regular Bank Check**

**Direct Debit**

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 Selling Agent named below, for the account of the Issuer.

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 Selling Agent named below, for the account of the Bank. Drawee Bank: \_\_\_\_\_  
Check #: \_\_\_\_\_

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 Selling Agent named below, for the account of the 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>	<b>Place of Birth / Incorporation:*</b>
<b>Nationality:*</b>	<b>Tax Identification Number:*</b>
<b>Nature of Work or Business/Principal Business of the Corporation:*</b>	<b>Name of Employer/ Business:*</b>
<b>Sources of Income:*</b> <input type="checkbox"/> Salary/professional or 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 net of applicable taxes, fees and cost to be paid to the Applicants via the following: <input type="checkbox"/> Real Time Gross Settlement (RTGS) <input type="checkbox"/> Credit current/savings account number _____ (the "Cash Settlement Account") with _____ branch _____ ("the Cash Settlement Bank")*.	<b>Statement, Notices &amp; Correspondence Delivery Mode:</b> <input type="checkbox"/> Delivery via electronic mail to the email address indicated above <input type="checkbox"/> Delivery via courier (Metro Manila area only) or registered mail to the mailing address indicated above

**If a Corporation, please attach the latest General Information Sheet (GIS) as filed with the Securities and Exchange Commission**

**Name of Parent Company**

**Registration of Securities**

- Under the name of the Applicant
- Under the name of PDTC Nominee Corp.

The Applicant agrees to provide the information below to PDTC Depository Participant for purposes of crediting or lodging Applicant's purchased securities in its Depository Account below.

\_\_\_\_\_

**Depository Participant Confirmation and Certification**

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

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;

<p>Name of PDTC Depository Participant: _____</p> <p>PDTC Depository Participant BP ID: _____</p> <p>PDTC Depository Participant Omnibus Account No.: _____</p> <p>I, 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. / PDTC Depository Participant in the registry records of the Issuer. .</p>	<p>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;</p> <p>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. PDTC Depository Participant in the registry records of the Issuer; and</p> <p>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.</p>
	<p>_____ Printed Name and Signature of Authorized Signatory of the PDTC Depository Participant</p>

*\* Required to be filled out under Republic Act No. 9160, Republic Act No. 9194 and BSP Circular Nos. 251, 253 and 279, and all other amendatory and implementing law, regulation, jurisprudence, notice or order of any Philippine governmental body relating thereto. \*In the absence of a valid e-mail address, the Applicant agrees to have its electronic Application, as issued by the Registrar and Paying Agent, delivered to the relevant Joint Lead Arrangers and Bookrunners and Selling Agent for the Offer Bonds or to any official e-mail address nominated by such Joint Lead Arrangers and Bookrunners or Selling Agent.*

### REPRESENTATION, WARRANTY AND AUTHORIZATION

In executing this Application, the Applicant represents and warrants, under penalty of law, that all information contained herein (including its tax status) and the required attachments are true and correct and that the signatures thereon whether wet or in electronic form, are genuine, properly authorized, and obtained without use of fraud, coercion or any other vice of consent. The Applicant agrees to immediately notify the Issuer and the Registrar and Paying Agent, either directly or through any of the Joint Lead Arrangers and Bookrunners and Selling Agents, if anything occurs which renders or may render untrue or incorrect in any respect any of the information given herein (including information given with respect to the Applicant's tax status) or any of its representations or warranties. The Applicant understands that any of the Joint Lead Arrangers and Bookrunners, the Selling Agents, the Registrar and Paying Agent, and the Issuer will rely solely on its representations and warranties set forth herein including, without limitation, its declaration of its tax status, including, if applicable, its tax-exempt status in processing payments due to it under the Offer Bonds.

The Applicant agrees to indemnify and hold any of the Joint Lead Arrangers and Bookrunners, the Selling Agents, the Registrar and Paying Agent, and the Issuer free and harmless against any and all claims, actions, suits, damages, and liabilities resulting from the non-withholding of the required tax due to the representations as indicated in this Application, any misrepresentation contained herein or any reliance on the confirmations contained herein. The Applicant likewise authorizes the Registrar and Paying Agent to verify the information stated in this Application from any and all sources and in any and all manner, including but not limited to, requesting information contained herein from the Joint Lead Arrangers and Bookrunners and the Selling Agents regarding the Applicant's account/s with the said Joint Lead Arranger and Bookrunner or Selling Agent (as applicable). By giving authority to the Registrar and Paying Agent and by signing this application, the Applicant hereby gives its consent to the disclosure of or inquiry into its private and confidential information as provided by law or by contract including Republic Act No. 1405 (The Bank Secrecy Act of 1955), as amended, and allows the Joint Lead Arrangers and Bookrunners and the Selling Agents to disclose all information as may be required by the Issuer and the Registrar and Paying Agent, solely and exclusively for the limited purpose of enabling the Registrar and Paying Agent to perform its functions as registrar and paying agent of the Issuer in the manner contemplated under the Registry and Paying Agency Agreement (the "RPAA"), including but not limited to, creating a registry account for the Applicant and updating the Applicant's information in the Registry with respect to the information contained herein. The Applicant further authorizes the Registrar and Paying Agent, the Joint Lead Arrangers and Bookrunners and the Selling Agents to collect, process, retain, share, dispose and destroy such information that are required to enable the Registrar and Paying Agent to carry out their duties under the RPAA, including personal, sensitive or privileged information of such Applicant. In addition, by signing this application, the Applicant hereby (i) consents to the collection, processing, retention, sharing, disposal and destruction by the Registrar and Paying Agent on behalf of the Issuer of the information contained herein (the "Information") and (ii) acknowledges receipt of notice of and consents to the following:

- (a) The Registrar and Paying Agent, in its capacity as registrar and paying agent of the Offer Bonds, Joint Lead Arrangers and Bookrunners and Selling Agents shall collect, process, retain, share, dispose and destroy the Information in accordance with the Data Privacy Act of 2012 and its Implementing Rules and Regulations ("IRR").
- (b) The Registrar and Paying Agent, Joint Lead Arrangers and Bookrunners 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, Joint Lead Arrangers and Bookrunners 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, the Joint Lead Arrangers and Bookrunners or the Selling Agents 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 Joint Lead Arrangers and Bookrunners or the Selling Agents, as the case may be, 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 the Registrar and Paying Agent, the Joint Lead Arrangers and Bookrunners or the Selling Agents deems it reasonably necessary in relation to the Purpose.
- (c) The Applicant has rights and remedies relating to the processing of the Information under the Data Privacy Act of 2012, its IRR 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, Joint Lead Arrangers and Bookrunners and Selling Agents to have it corrected in accordance with the procedures of the Registrar and Paying Agent, Joint Lead Arrangers and Bookrunners and Selling Agents and to file a complaint with the appropriate government agency. Please refer to the National Privacy Commission for details of such rights and remedies.

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- (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) Joint Lead Arrangers and Bookrunners and/or (iii) Selling Agents, if any.

The Applicant further accepts the following terms:

#### **Email Indemnity**

By indicating my email address above, I/we consent to receive all notice and communications via email, and such consent shall operate as 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 or other 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, with due notice to the Registrar and Paying Agent and/or the Issuer.

In the event that the details of the Cash Settlement Account are incomplete or erroneous, or the Cash Settlement Account of the Applicant has been closed, dormant, or inexistent, due to which payments to the Applicant cannot be effected in a timely manner, and the Paying Agent does not receive any notice from the Applicant 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 Applicant for any failure or delay in the Applicant's receipt of such payments.

The Applicant warrants that the Applicant (or its authorized signatory) has read and understood the PDTC Rules, the terms and conditions of the Offer Bonds (the "Terms and Conditions"), the Offering Circular and the Pricing Supplement distributed or made available by the Issuer and Joint Lead Arrangers and Bookrunners and Selling Agents in relation to the offer and sale of the Offer Bonds, and unconditionally accepts the same. The Applicant agrees to indemnify and hold the Registrar and Paying Agent, the Issuer, Joint Lead Arrangers and Bookrunners and Selling Agents, free and harmless from and against any and all liabilities, damages, penalties, judgments, suits, expenses and other costs of any kind or nature arising from any act or omission pertinent to their respective obligations under the Offer Bonds, unless such act or omission was committed with gross negligence or willful misconduct. The Applicant further agrees that completion of this Application to Purchase constitutes an instruction and authority from the Applicant to the Issuer, the Registrar and Paying Agent, and/or Joint Lead Arrangers and Bookrunners and Selling Agents to execute any application form or other documents and generally to do all such other things and acts as the Issuer, the Registrar and Paying Agent, and/or Joint Lead Arrangers and Bookrunners and Selling Agents may consider necessary or desirable to effect registration of the Offer Bonds in the name of the Applicant.

The Applicant represents and warrants to the Issuer, Joint Lead Arrangers and Bookrunners and the Selling Agents and the trustee of the Issue (the "Trustee") that it has independently and, without reliance on the Issuer, Joint Lead Arrangers and Bookrunners and/or the Selling Agents or the Trustee, made its own credit investigation and appraisal of the financial position and affairs of the Issuer on the basis of such documents and information it has deemed appropriate and that it has subscribed to the Offer Bonds on the basis of such independent appraisal, and that it shall continue to make its own credit appraisal without reliance on the Issuer, the Joint Lead Arrangers and Bookrunners, the Selling Agents or the Trustee.

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

The Applicant acknowledges that this Application, upon acceptance by the Joint Lead Arrangers and Bookrunners and/or 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. In accordance with applicable banking regulations, the Applicant acknowledges that the Cooling-Off Period under banking regulations shall not apply to: (a) Applicants with aggregate investments in the Offer Bonds of Five Hundred Thousand Pesos (PHP500,000.00) or more, and (b) such securities deemed to be "traded" or "to be traded."

#### **Eligible Applicants**

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

The Applicant hereby represents and warrants to the Issuer, the Joint Lead Arrangers and Bookrunners, and the Selling Agents that the Applicant has read and fully understands the Risk Disclosure Statement, the Documents, and the BSP Rules as to, *inter alia*, the obligations of the parties and the possible benefits and risks of investing in the Offer Bonds, and the restriction that the Offer Bonds may only be held by or transferred to Eligible Applicants, namely, all prospective purchasers of the Offer Bonds other than Prohibited Applicants. The Applicant hereby represents and warrants to the Issuer, the Joint Lead Arrangers and Bookrunners, and the Selling Agents that the Applicant is an eligible Applicant and is not a Prohibited Applicant as defined in the Documents.

#### **Data Privacy**

The Applicant likewise authorizes the Issuer, Registrar and Paying Agent, the Trustee, the Joint Lead Arrangers and Bookrunners, and Selling Agents (the "Relevant Parties") to verify the Required Information and Personal Data and any information stated in this Application from any and all authorized sources and in any and all appropriate manner, including but not limited to, requesting information contained herein from the relevant Joint Lead Arranger and Bookrunner or Selling Agent regarding the Applicant's account/s with the said Joint Lead Arranger and 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 and not limited to Republic Act No. 1405 (The Bank Secrecy Act of 1955), as amended, and the DPA and its IRR, and allows the Joint Lead Arranger and 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, as amended, including but not limited to, creating a registry account for the Applicant and updating the Applicant's information in the Registry with respect to the information contained herein. The Applicant further consents to and authorizes the processing, collection, retention, use, disclosure, storage, sharing, disposal and destruction by the Relevant Parties of its and its authorized signatories' or representatives' Personal Data, in accordance with the DPA and its IRR.

In relation to the acquisition and ownership of the Offer Bonds, please be advised that the Relevant Parties may require the Applicant to provide:

- a. information required under the Investor Registration Form / Trade-Related Transfer Form / Non-Trade Related Transfer Form and such other documents relating to or otherwise necessary to effect the transfer of the Offer Bonds and/or in relation to the Applicant's or Holder's ownership of the Offer Bonds (the "Required Information"); and
- b. personal and sensitive personal information ("Personal Data") such as, but not limited to, the Applicant's complete name, mailing address, nationality, date of birth, marital status, Taxpayer Identification Number, tax status, contact numbers, e-mail address, and government-issued identification documents.

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

Applicant's Full Name (in print):

Applicant's Authorized Signature/s:

**ACKNOWLEDGMENT AND ACCEPTANCE**

**Joint Lead Arrangers and Bookrunners / Selling Agent's Acceptance:**

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

**Joint Lead Arrangers and Bookrunners / Selling Agent's Certification/Endorsement:**

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

As applicable, we hereby declare that:

- (a) The necessary know-your-client process was conducted on the Applicant pursuant to the Anti-Money Laundering Act and the amendments thereto ("AMLA") 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 Arrangers and Bookrunners 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 /PDTC Depository Participant and lodged under its Depository Account and/or its Clients' NoCD Accounts under the PDTC Depository Participant, the documents or any other record evidencing the instructions on the purchase of the Security shall be made available upon request of the Issuer, its agent/s and the regulators.

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

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

\_\_\_\_\_  
Selling Agent's 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 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, with full payment of the purchase price of the Offer Bonds in the manner provided in the said Application to Purchase. For the avoidance of doubt, for ATPs that are originally signed and uploaded in bulk, the final ATP shall be that generated by the Joint Lead Arrangers and Bookrunners and/or Selling Agent through the e-SIP upon submission of the sales report. In case of conflict between the originally signed ATP and the electronically-generated ATP from e-SIP, the latter shall prevail.

In addition to duly executed Application to Purchase forms, each Applicant shall submit the following documents to the relevant Lead Arrangers and Bookrunners and the relevant Selling Agents:

- 1) Documents to be provided by Applicants who are individuals:

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- a. At least one (1) authentic and unaltered photo-bearing plastic identification document issued by an official government authority in accordance with BSP Circular No. 608 (2008) and BSP Circular No. 706 (2011) as may be amended from time to time, or such other ID and documents as may be required by or acceptable to the Registrar and/or Selling Agent concerned;
  - b. Two (2) fully executed signature cards in the form attached to the Application; and
  - c. Name, present address, date and place of birth, nature of work and source of funds of the beneficial owners or beneficiary of the Applicant, if applicable; and
  - d. For aliens residing in the Philippines or non-residents engaged in trade or business in the Philippines, consularized proof of tax domicile issued by the relevant tax authority of the Applicant.
- 2) Documents to be submitted by corporate and institutional Applicants:
- a. SEC-certified or Corporate Secretary-certified true copy of the SEC Certificate of Registration, Articles of Incorporation and By-Laws or such other relevant and equivalent organizational or charter documents;
  - b. Original or Corporate Secretary-certified true copy of the duly notarized certificate confirming the resolution of the Board of Directors and/or committees or bodies authorizing the purchase of the Offer Bonds and specifying the authorized signatories;
  - c. SEC-certified or Corporate Secretary-certified copy of the latest General Information Sheet which lists the names of directors / trustees / partners, principal, stockholders owning at least 20% of the outstanding capital stock and primary officers such as the President and Treasurer;
  - d. Name, present address, date and place of birth, nature of work and source of funds of the beneficial owner or beneficiary of the Applicant, if applicable;
  - e. A list of the natural persons who are the beneficial owners of the parent company of the Applicant;
  - f. IDs of the Applicant's/Offerrer's authorized signatories and at least two (2) of the Applicant's directors, including the managing director, as applicable; and such IDs and documentation as the Selling Agent concerned may require for purposes of KYC and AMLA compliance;
  - g. Two (2) fully executed signature cards duly authenticated by the Corporate Secretary with respect to corporate and institutional investors, in the form attached to the Application.
  - h. If claiming tax-exempt status, the (i) certified true copy of the original tax exemption certificate, ruling or opinion issued by the Bureau of Internal Revenue on file with the Applicant as certified by its duly authorized officer, (ii) original duly notarized undertaking, in the prescribed form, declaring and warranting its tax exempt status, undertaking to immediately notify the Issuer and the Registrar and Paying Agent of any suspension or revocation of its tax exempt status and agreeing to indemnify and hold the Issuer and the Registrar and Paying Agent free and harmless against any claims, actions, suits, and liabilities resulting from or incidental to the non-withholding of the required tax; and (iii) such other documentary requirements as may be required by the Issuer or Selling Agent as proof of the Applicant's tax-exempt status;
- 3) Documents to be provided by Tax-Exempt Applicants:
- a. Certification disclosing the identity/ies of the beneficial owners (not needed if name/s of beneficial owners are already disclosed in the Application to Purchase)
  - b. Certified True Copy of valid and applicable BIR Ruling/ Tax Exemption Certification if the Beneficial Owner indicated in the Certification of item (a) is an Institution/Corporate Account.
  - c. Letter of undertaking, which states that the investor, in the event the BIR does not issue a new ruling and becomes subject to WHT, will allow RCBC to withhold the taxes due based on the investor's holdings, without the requirement to notify the investor and/or obtain the investor's consent
  - d. Copy of the application for tax exemption ruling, with the required attachments, filed before the BIR pursuant to relevant BIR and DOF issuances
- 4) For entities registered outside the Philippines, similar corporate documents and/or information, as indicated in the preceding Items 2 and 3, whenever applicable, shall be obtained and duly authenticated by the Philippine Consulate/Embassy where said entities are registered or apostilled in accordance with the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents.
- 5) To the extent allowed under the General Terms and Conditions, and the relevant Pricing Supplements, for Non-U.S. Persons who have U.S. indicia U.S. citizenship or lawful permanent resident (green card) status; a U.S. birthplace; a U.S. residence address or a U.S. correspondence address (including a U.S. P.O. box); a U.S. telephone number (regardless of whether such number is the only telephone number associated with the account holder); standing instructions to pay any amounts from the account to an account maintained in the U.S.; an "in care of" address or a "hold mail" address that is the sole address with respect to the Applicant/Offerrer; or a power of attorney or signatory authority granted to a person with a U.S. address, citizens, residents, or permanent resident card holders, including US corporations and other juridical entities, the necessary U. S. IRS documentation (e.g. W-8BEN or W-8BEN-EW9 form) if required by the Bank, the Selling Agents, the Registrar or the Paying Agent.

In addition, the relevant Joint Lead Arrangers and Bookrunners and the relevant Selling Agents may each request such other documents from an applicant in order to establish his/her/its eligibility as Applicant of the Offer Bonds, his/her/its exemption from taxation of interest income from fixed income securities or to comply with applicable requirements of the AMLA or the BSP Rules.

#### IMPORTANT NOTE

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