

APPLICATION TO PURCHASE



Underwriter's / Selling Agent's Control #: \_\_\_\_\_

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

Offer of San Miguel Pure Foods Company Inc. Perpetual Series 2 Preferred Shares  
with Par Value of P10.00 per share  
at an Offer Price of P1,000.00 per share

This is an application (the "Application") to purchase and subscribe to the Perpetual Series 2 Preferred Shares (the "Shares") of San Miguel Pure Foods Company, Inc. ("San Miguel Pure Foods" or the "Company"). The Preferred Shares will be issued as Series 2 Preferred Shares (PFP2). This Application, together with the signature card, payment and all required attachments, must be received by a Selling Agent (Trading Participant of The Philippine Stock Exchange, Inc.) on March 05, 2015 not later than 12:00 p.m. in the case of clients of the Selling Agents and not later than 5:00 p.m. if filed with any Underwriter. Applications received thereafter will be rejected. This Application is irrevocable and, once duly accomplished and submitted, may not be withdrawn by the Applicant. The Company, through the Underwriters, shall have the unrestricted and unqualified right to accept or reject this Application. Applications improperly or incompletely accomplished may be rejected. In case of oversubscription, the Company, together with the Underwriters, reserves the right to allocate the Shares available to the Applicants in a manner deemed appropriate. Applicants are advised to read the Prospectus before subscribing to and / or purchasing the Shares. Copies of the Prospectus are available through any of the Underwriters listed in the Prospectus, any Selling Agent, The Philippine Stock Exchange, Inc. ("PSE") and the main and extension offices of the Securities and Exchange Commission ("SEC"). Capitalized terms used herein shall have the meaning ascribed to them in the Prospectus.

Name of Applicant: (Last, First, M.I / Business Name)*		Type of Investor: <input type="checkbox"/> Individual <input type="checkbox"/> Corporate (For corporate or other juridical entities, please check one)	
Nationality:		<input type="checkbox"/> Partnership or other Juridical Entity <input type="checkbox"/> Corporation under the laws of _____ <input type="checkbox"/> Trust Company / Trust Fund / Trust Department <input type="checkbox"/> Bank <input type="checkbox"/> Investment House <input type="checkbox"/> Insurance Company <input type="checkbox"/> Incorporated Mutual Fund <input type="checkbox"/> Others _____	
1. Are you a US Resident or US Person?	Yes No	Global Intermediary Identification Number (For FATCA registered institutions)	
2. Are you a US Citizen?	<input type="checkbox"/> <input type="checkbox"/>		
3. Do you hold a US Permanent Resident Card (Green Card)?	<input type="checkbox"/> <input type="checkbox"/>		
4. Did you stay in the US for a total of 183 days or more in the last thirty-six (36) months? If yes, please state the reason.	<input type="checkbox"/> <input type="checkbox"/>		
5. For corporate investors, are any of your shareholders owning more than 10% of the shares in the company a US Resident, US Person or US Citizen?	<input type="checkbox"/> <input type="checkbox"/>		

I/We hereby irrevocably subscribe to the following number of Shares, subject to the terms and conditions set out in the Prospectus:

Number of shares must be for a minimum of fifty (50) shares, and thereafter, in multiples of ten (10) shares. The subscription and / or purchase of the Shares shall become effective only upon the actual listing of the Shares on the PSE.	Number of Shares _____
	Total Purchase Price (Number of Shares x Offer Price per Share): _____

Mode of Payment for the Shares:

RTGS

Debit peso current/savings account number \_\_\_\_\_ with \_\_\_\_\_ branch \_\_\_\_\_

Regular Bank Check-Clearing/ Manager's/Cashier's/Corporate Check. Please issue check payable to "San Miguel Pure Foods Preferred Shares Offer".

Permanent Address:\* \_\_\_\_\_ Present Mailing Address (if different from Permanent Address):\*

Telephone Number/s: \_\_\_\_\_ Email 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):

Fax Number/s: \_\_\_\_\_ Relationship to Applicant:

Primary Contact Person (if other than Applicant): \_\_\_\_\_

Date of Birth / Incorporation (mm/dd/yyyy):\* \_\_\_\_\_ Place of Birth / Incorporation:\*

Tax Identification Number:\* \_\_\_\_\_ Nationality:\*

Nature of Work or Business:\* \_\_\_\_\_ Name of Employer/ Business:\*

Sources of income:\* \_\_\_\_\_ Tax Status:  
 Taxable  
 Tax Exempt\*\*  
 Reduced Tax Treaty of \_\_\_\_%\*\*  
 \*\* Subject to submission of documentary proof of exemption or reduction on dividend taxes

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 up Additional Required Information: (Please use additional sheets if necessary):

Name of Parent Company, if Any: \_\_\_\_\_ Name of Stockholders Owning at Least 2% of the Authorized Capital Stock:\*

Names of Directors:\* \_\_\_\_\_ Address of Beneficial Owner:

Name of Beneficial Owners of Applicant, if any:\* \_\_\_\_\_

\* Required to be filled up 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.

**FORM, TITLE AND REGISTRATION OF THE PREFERRED SHARES**

The Shares shall be issued in scripless form, with the SMC Stock Transfer Service Corporation ("SMC-STSC") maintaining the scripless Registry of Shareholders as the Registrar of the Shares, and lodged with the Philippine Depository & Trust Corporation (the "PDTCT") as Depository Agent through PSE Trading Participants nominated by the Applicants. An Applicant should indicate below the name of the PSE Trading Participant under whose name the Shares shall be registered. **THE ISSUANCE OF THE SHARES SHALL BE SUBJECT TO CERTAIN CONDITIONS PRESCRIBED HEREIN, WITHOUT PREJUDICE TO THE RIGHT OF THE COMPANY AND/OR THE UNDERWRITERS TO REJECT OR SCALE DOWN EACH APPLICATION.**

Name of Nominated PSE Trading Participant: \_\_\_\_\_  
**TO BE COMPLETED BY PSE TRADING PARTICIPANT**  
 We confirm that we are a PSE Trading Participant and that the Applicant(s) named in this Application is our *bona fide* client.

Authorized Signatory(ies) \_\_\_\_\_

PDTCT Code / PDTCT Sub-Account Code: \_\_\_\_\_

Upon listing of the Shares, Applicants may request SMC-STSC, through their nominated PSE Trading Participants, to (a) open a scripless registry account and have their holdings of the Shares registered under their name, or (b) issue stock certificates evidencing their holdings of Shares. Any expense to be incurred in relation to such registration or issuance shall be for the account of the requesting Applicant. Applicants may also request SMC-STSC for enrollment in the Cash Dividend Direct Credit Program (CDDCP).

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 are genuine, properly authorized, and obtained without use of fraud, coercion or any other vice of consent. The Applicant agrees to immediately notify the Company and the Registrar, either directly or through the Underwriter or Selling Agent, if anything occurs which renders or may render untrue or incorrect in any respect any of the information given herein (including information given with respect to the Applicant's tax status) or any of its representations or warranties. The Applicant understands that the Underwriter, the Selling Agent, the Registrar and Paying Agent and the Company will rely solely on its 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 Shares. The Applicant agrees to indemnify and hold the Underwriter, the Selling Agent, the Registrar and Paying Agent, and the Company 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 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 Underwriter or the Selling Agent regarding the Applicant's account/s with the said Underwriter or Selling Agent. By giving authority to the Registrar, the Underwriter and the Selling Agent to disclose information regarding the Applicant's account, 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, solely and exclusively for the limited purpose of enabling the Registrar to update the information contained herein. The Applicant warrants that the Applicant (or its authorized signatory) has read and understood the Terms and Conditions and the rules of the *Bangko Sentral ng Pilipinas* and the terms and conditions stated in this Application to Purchase as well as the Rules and Procedures of the Registrar and unconditionally accepts the same. The Applicant further agrees that completion of this Application constitutes an instruction and authority from the Applicant to the Company and/or the Underwriter or the Selling Agent to execute any application form or other documents and generally to do all such other things and acts as the Company, and/or the Underwriter or Selling Agent may consider necessary or desirable to effect registration of the Shares in the name of the Applicant.

APPLICANT'S FULL NAME/NAME(S) OF AUTHORIZED SIGNATORY/IES (IN PRINT): \_\_\_\_\_

APPLICANT'S SIGNATURE(S): \_\_\_\_\_

**NOT TO BE FILLED UP BY APPLICANT  
ACKNOWLEDGEMENT AND ACCEPTANCE**

**Underwriter's Certification/Endorsement:**

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

**We hereby warrant 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;
- (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 Company and the Registrar regarding the Applicant are true, complete, current and correct; and
- (d) Any and all authorizations and waivers from the Applicant necessary for the undersigned Underwriter to disclose all information required by the Company and the Registrar to determine the eligibility of the Applicant have been duly obtained.
- (e) The Applicant's signature contained herein is genuine and authentic and was executed freely and voluntarily.

**Total Number of Shares:**

**Total Purchase Price:**

**Amount of Refund, if any:**

**Application accepted by:**

**Name of Underwriter / Selling Agent:**

**Signature of Underwriter / Selling Agent:**

**Date:**

**CERTAIN RELEVANT INFORMATION CONCERNING THE OFFERING OF THE PREFERRED SHARES**

Unless otherwise expressly stated or the context provides otherwise, all terms used herein shall have the meaning ascribed to them in the Prospectus of the San Miguel Pure Foods Company Inc. - Perpetual Series 2 Preferred Shares and the Terms and Conditions of the San Miguel Pure Foods Company Inc. - Perpetual Series 2 Preferred Shares described therein. The information set forth below is an incomplete summary of certain terms of the Offering and are qualified by such Terms and Conditions in every respect. Applicants wishing to purchase the San Miguel Pure Foods Company Inc. - Perpetual Series 2 Preferred Shares should read the Prospectus and its description of such Terms and Conditions. No underwriter or any other person has been authorized by the Company or the Joint Issue Managers and Underwriters, to give any information or to make any representation in respect of this offering.

**THE OFFER.** San Miguel Pure Foods Company Inc., through the Underwriters and Selling Agents, is offering up to 10,000,000 cumulative, non-voting, non-participating, non-convertible peso-denominated Perpetual Preferred Shares with a par value of P10.00 per Preferred Share. The Preferred Shares will be issued as Series 2 Preferred Shares (PFP2). In the event of an oversubscription, the Underwriters, in consultation with the Issuer, shall have the option to subscribe for themselves or for their customers account, up to an additional 5,000,000 Preferred Shares within the Offer Period.

**OFFER PRICE.** The Shares are being offered at a price of P1,000.00 per Share.

**DIVIDEND RATE.** As and if cash dividends are declared by the Board, cash dividends on the Shares shall be at a fixed rate of 5.6569% per annum, in all cases calculated in respect of each Share by reference to the Offer Price thereof in respect of each Dividend Period (each, the "Initial Dividend Rate"). "Dividend Rate" means (a) from the Listing Date up to the Step Up Date, the Initial Dividend Rate, and (b) from the Step Up Date, the higher of the Initial Dividend Rate and the Step Up Rate. (Please see below relevant definitions.)

**DIVIDEND RATE STEP-UP.** Unless the Series 2 Preferred Shares shall have been redeemed by the Company on the 5th anniversary of the Listing Date (the "Series 2 Step Up Date"), the Initial Dividend Rate shall be adjusted, for Series 2 Preferred Shares, on the Series 2 Step Up Date, the simple average of the closing per annum rates of the 7-year PDST-R2, or if the 7-year PDST-R2 is not available or cannot be determined, any successor rate that is generally accepted by the market or a self-regulatory organization, for three (3) consecutive days ending on (and including) the fifth anniversary from the Listing Date as shown on the PDEX page (or such successor page) of Bloomberg (or such successor electronic service provider), in each case, plus 3.75%.

**DIVIDEND PAYMENT DATES.** Cash dividends on the Preferred Shares will be payable once for every Dividend Period on such date set by the Board of Directors at the time of declaration of such dividends (each a "Dividend Payment Date") in accordance with the terms and conditions of the Preferred Shares, which date shall be any day within the period commencing on (and including) the last day of a Dividend Period and 15 calendar days from the end of the relevant Dividend Period. A "Dividend Period" shall refer to (i) March 12 to June 11, (ii) June 12 to September 11, (iii) September 12 to December 11, or (iv) December 12 to March 11 each year. If a Dividend Payment Date occurs after the end of a Dividend Period, there shall be no adjustment as to the amounts of dividends to be paid. The dividends on the Preferred Shares will be calculated on a 30/360-day basis. If the Dividend Payment Date is not a Banking Day, dividends will be paid on the next succeeding Banking Day, without adjustment as to the amount of dividends to be paid.

**OPTIONAL REDEMPTION.** As and if approved by the Board of Directors (or the Executive Committee), the Company may redeem in cash, in whole (not in part), the Series 2 Preferred Shares on the 3rd anniversary of the Listing Date or on any Dividend Period thereafter, (each of the dates when the Series 2 Preferred Shares may be redeemed pursuant to this paragraph, an "Optional Redemption Date"), after giving not less than 30 nor more than 60 days' written notice prior to the intended date of redemption, at a redemption price (the "Redemption Price") equal to the Offer Price of the Preferred Shares plus all dividends due them on the actual date of redemption as well as all accumulated dividends due and payable, or dividends in which the declaration and/or payment have been deferred, in respect of prior Dividend Periods. Such notice to redeem shall be deemed irrevocable upon issuance thereof. For the avoidance of doubt, on the applicable Optional Redemption Date, the Company has the option to redeem, without preference or priority, in whole (not in part), the Series 2 Preferred Shares.

**OFFER PERIOD.** The Offer Period shall commence at 9:00 a.m. on February 16, 2015, and end at 5:00 p.m. on March 5, 2015. The Company and the Joint Issue Managers, Joint Lead Underwriters and Joint Bookrunners reserve the right to extend or terminate the Offer Period with the approval of the SEC and the PSE. Applicants to subscribe to the Shares (each an "Application") must be received by the Receiving Agent, not later than 12:00 noon on March 5, 2015 if filed through a Selling Agent, or not later than 5:00 p.m. on March 5, 2015 if filed directly with an Underwriter. Applications received thereafter or without the required documents and/or full payments will be rejected. Applications shall be considered irrevocable upon submission to any Selling Agent or Underwriter, and shall be subject to the terms and conditions of the offer and in the application to subscribe and purchase form (the "Application Form").

**MINIMUM SUBSCRIPTION.** Each Application must be for a minimum of fifty (50) Shares, and thereafter, in multiples of ten (10) Shares. No Application for multiples of any other number of shares shall be considered. In case an Application fails to indicate the applied Offer Shares in multiples of ten (10), the entire Application shall be rejected.

**LISTING AND TRADING.** The Company's application for the listing of the Shares was approved by the PSE on February 9, 2015. The Shares are expected to be listed on the PSE on March 12, 2015. Trading is expected to commence on the same date.

**ELIGIBLE INVESTORS.** The Shares may be owned or subscribed to by any person, partnership, association or corporation regardless of nationality, provided that the Company may reject an Application or reduce the number of Shares applied for subscription or purchase for purposes of complying with any applicable constitutional or statutory minimum Filipino ownership requirement. In determining compliance with such nationality requirement, the required percentage of Filipino ownership shall be applied to both (a) the total number of outstanding shares of stock entitled to vote in the election of directors, and (b) the total number of outstanding shares of stock, whether or not entitled to vote in the election of directors, as set out in applicable regulations. Law may restrict subscription to the Shares in certain jurisdictions. Foreign investors interested in subscribing or purchasing the Shares should inform themselves of the applicable legal requirements under the laws and regulations of the countries of their nationality, residence or domicile, and as to any relevant tax or foreign exchange control laws and regulations affecting their personality. Foreign investors, both corporate and individual, warrant that their purchase of the Shares will not violate the laws of their jurisdiction and that they are allowed to acquire, purchase and hold the Shares.

**PROCEDURE FOR APPLICATION.** All Applications shall be evidenced by the Application Form, duly executed in each case by an authorized signatory of the Applicant and accompanied by two (2) completed signature cards, the corresponding payment for the Shares covered by the Application and all other required documents including documents required for registry with the Registrar and Depository Agent. The duly executed Application Form and required documents should be submitted to any of the Joint Issue Managers, Joint Lead Underwriters and Joint Bookrunners or Selling Agents on or prior to the set deadlines for submission of Applications for Underwriters and Selling Agents, respectively.

**PAYMENT TERMS.** Upon submission of an Application, the Shares applied for must be paid in full in the manner prescribed in the Application.

**ACCEPTANCE/REJECTION OF APPLICATIONS.** The actual number of Shares that an Applicant will be allowed to subscribe to is subject to the confirmation of the Joint Issue Managers, Joint Lead Underwriters and Joint Bookrunners. The Company reserves the right to accept or reject, in whole or in part, or to reduce any Application due to any grounds specified in the Underwriting Agreement entered into by the Company and the Joint Issue Managers, Joint Lead Underwriters and Joint Bookrunners. Applications which were unpaid or where payments were insufficient and those that do not comply with the terms of the Offer shall be rejected. Moreover, any acceptance or receipt of payment pursuant to the Application does not constitute approval or acceptance by the Company of the Application. An Application, when accepted, shall constitute an agreement between the Applicant and the Company for the subscription to the Shares at the time, in the manner and subject to terms and conditions set forth in the Application and those described in the Prospectus. Such agreement shall be valid and binding on the Company and the Applicant. Notwithstanding the acceptance of any Application by the Company, the actual subscription by the Applicant for the Shares will become effective only upon listing of the Shares on the PSE and upon the obligations of the Underwriters under the Underwriting Agreement becoming unconditional and not being suspended, terminated or cancelled, on or before the Listing Date, in accordance with the provision of the said agreements. If such conditions have not been fulfilled on or before the periods provided above, all Application payments will be returned to the Applicants without interest.

**REFUNDS.** In the event that the number of Preferred Shares to be allotted to an Applicant, as confirmed by a Joint Issue Manager, Joint Lead Underwriter and Joint Bookrunner or Selling Agent, is less than the number covered by its Application, or if an application is wholly or partially rejected or the number of Preferred Shares applied for is scaled down, then the Company shall refund, without interest, within five (5) Banking Days from the end of the Offer Period, all, or the portion of the payment corresponding to the number of Shares wholly or partially rejected or scaled down. All refunds shall be made through the Underwriter or Selling Agent with whom the Applicant has filed the Application at the Applicant's risk.

**TAXATION.** All payments in respect of the Shares are to be made free and clear of any deductions or withholding for or on account of any present or future taxes or duties imposed by or on behalf of Republic of the Philippines, including but not limited to, stamp, issue, registration, documentary, value added or any similar tax or other taxes and duties, including interest and penalties. If such taxes or duties are imposed, the Company will pay additional amounts so that shareholders will receive the full amount of the relevant payment which otherwise would have been due and payable. Provided, however, that the Company shall not be liable for: (a) the final withholding tax applicable on dividends earned on the Shares prescribed under the National Internal Revenue Code of 1997, as amended; (b) any income tax, whether or not subject to withholding; (c) any expanded value added tax which may be payable by any holder of Shares on any amount to be received from the Company under the Offer; (d) any withholding tax on any amount payable to any holder of Shares or any entity which is a non-resident foreign corporation; and (e) any applicable taxes on any subsequent sale or transfer of Shares by any holder of Shares which shall be for the account of the said holder (or the buyer in case such buyer shall have agreed to be responsible for the payment of such taxes). All sums payable by the Company to tax-exempt entities shall be paid in full without deductions for taxes, duties, assessments or governmental charges paid said entities present sufficient proof of such tax-exempt status from the tax authorities. Documentary stamp tax for the primary issue of the Shares and the documentation, if any, shall be for the account of the Company.

**REGISTRATION AND LODGEMENT OF SHARES WITH SMC-STSC AND PDC.** The Shares will be issued in scripless form through the electronic book-entry system of SMC-STSC as Registrar for the Offer, and lodged with PDC as Depository Agent on Listing Date through PSE Trading Participants nominated by the Applicants. Applicants shall indicate in the proper space provided for in the Application Form the name of the PSE Trading Participant under whose name their Shares will be registered. After Listing Date, shareholders may request the Registrar, through their nominated PSE Trading Participant, to (a) open a scripless registry account and have their holdings of the Shares registered under their name, or (b) issue stock certificates evidencing their investment in the Shares. Any expense that will be incurred in relation to such registration or issuance shall be for the account of the requesting shareholder. Legal title to the Shares will be shown in an electronic register of shareholders (the "Registry of Shareholders") which shall be maintained by the Registrar. The Registrar shall send a transaction confirmation advice confirming every receipt or transfer of the Shares that is effected in the Registry of Shareholders (at the cost of the requesting shareholder). The Registrar shall send (at the cost of the Company) at least once every quarter a Statement of Account to all shareholders named in the Registry of Shareholders confirming the number of Shares held by each shareholder on record in the Registry of Shareholders. Such Statement of Account shall serve as evidence of ownership of the relevant shareholder as of a given date thereof. Any request by shareholders for certifications, reports or other documents from the Registrar, except as provided herein, shall be for the account of the requesting shareholder.

**STATUS OF THE SHARES IN THE DISTRIBUTION OF ASSETS IN THE EVENT OF DISSOLUTION.** In the event of liquidation, dissolution, bankruptcy, or winding up of the affairs of the Corporation, the holders of the preferred shares shall enjoy preference in the payment, in full or, if the remaining assets of the Corporation are insufficient, on a pro-rata basis as among all holders of outstanding preferred shares, of the issue price of their shares plus any previously declared and unpaid dividends, before any asset of the Corporation is paid or distributed to the holders of common shares.

**REGISTRATION OF FOREIGN INVESTMENTS.** The Bangko Sentral ng Pilipinas ("BSP") requires that investments in shares of stock funded by inward remittance of foreign currency be registered with the BSP if the foreign exchange needed to service capital repatriation or dividend remittance will be sourced from the domestic banking system. The registration with the BSP of all foreign investments in the Shares shall be the responsibility of the foreign investor.

**SELLING AND TRANSFER RESTRICTIONS.** Initial placement of the Shares and subsequent transfers of interests in the Shares shall be subject to normal Philippine selling restrictions for listed securities as may prevail from time to time.

**TITLE AND TRANSFER.** Legal title to the Shares shall pass by endorsement and delivery to the transferee and registration in the Registry of Shareholders to be maintained by the Registrar and Stock Transfer Agent. Settlement of the Shares in respect of such transfer or change of title to the Shares, including the settlement of documentary stamp taxes, if any, arising from subsequent transfers, shall be similar to the transfer of title and settlement procedures for listed securities in the PSE.

**COMMUNICATIONS:** The Applicant acknowledges that the Registrar does not guarantee the security of any notice, statement, or other communication transmitted through electronic means, and, thus, agrees that the Registrar is not liable for the complete and timely transmission thereof. The Applicant agrees to indemnify the Registrar from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs (including without limitation, interest and reasonable legal fees) and expenses of whatever nature (whether actual or contingent) suffered, incurred or threatened against the Registrar arising from or in connection with electronic transmission of information. By indicating the email address/es in the Application, the Applicant, including its successors or assigns, consents to receive notices and communications via email; and such consent shall operate as a waiver of the shareholder's right and privilege to the secrecy of bank deposits in respect of such statements/notices. The shareholder assumes all risks in relation to the transmission of any electronic communication transmitted to the shareholder and agrees that it shall have no recourse to the Registrar for any liability or damage arising from or in connection with electronic transmission of information in respect of the Shares, unless said liability or damage was caused by the Registrar's fraud, evident bad faith, negligence or willful omission. The Registrar is not responsible for monitoring and re-sending rejected electronically transmitted statements, notices and communications. Requests for resending and/or for additional statements, notices and/or advices shall be for the account of the shareholder. Transmittal of statements shall be in the frequency as stipulated by the Company.

**FEES:** The Applicant understands and agrees that any transaction on the Shares which utilizes other services of SMC-STSC and/or any service provider, as the case may be, may be subject to such fees and charges for which the Applicant or its counterparty may be accountable. A copy of the schedule of such fees is available from the appropriate service provider.

**SMC-STSC RULES:** The shareholders shall be bound by the registry rules and procedures of the Registrar, as the same may be amended from time to time.

**OBLIGATIONS LIMITED.** The duties and obligations of the Underwriters shall be determined solely by the express provisions of this Application and the Underwriters shall not be liable except for the performance of its duties and obligations specifically set forth herein. The Underwriters make no representation or warranty nor assumes any obligation and shall be subject to no obligation or liability whatsoever under this Application to the Applicant or any other person, except that the Underwriters agree to perform such obligations and duties as are specifically set forth and undertaken by it herein without gross negligence or willful misconduct. No implied covenants or obligations shall be read into this Application against the Underwriters. The Underwriters make no representation or warranty regarding the Company.

**INDEMNITY CLAUSE.** Each Applicant agrees to indemnify and hold the Company and Underwriters, their subsidiaries, affiliates, directors, officers and stockholders free and harmless from any and all losses, claims, damages, liabilities and expenses, or actions with respect thereto, arising out of or by virtue of any breach or alleged breach of the Applicant's representations, warranties or covenants, or any other matter related to the Offer. This indemnity undertaking of each Applicant shall survive and remain in full force and effect notwithstanding completion of the Offer and the complete performance of the other terms and conditions of the Application.

**GOVERNING LAW.** The Shares will be issued pursuant to the laws of the Republic of the Philippines.

**REQUIRED ATTACHMENTS TO THIS APPLICATION**

**IF THE APPLICANT IS A CORPORATION:**

- (a) An original or corporate secretary-certified true copy of the duly notarized Certificate of the Corporate Secretary of the Applicant setting forth resolutions of the Applicant's Board of Directors or equivalent body (i) authorizing the purchase of the Shares indicated in the Application and (ii) designating the signatories authorized for the said purposes, including their respective specimen signatures;
- (b) Certified true copies of the Applicant's Articles of Incorporation and By-laws or equivalent constitutive documents, each as amended to date, General Information Sheet, and the Certificate of Incorporation or registration issued by the SEC or equivalent government institution, all 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; and
- (c) 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, and further validated/signed by the Selling Agent's or Underwriter's authorized signatory/ies whose authority/ies and specimen signatures have been submitted to SMC-STSC.

Upon listing of the Shares, Applicants may request SMC-STSC to issue stock certificates evidencing their holdings of Shares. Any expense to be incurred in relation to such issuance shall be for the account of the requesting Applicant.

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

- (a) Identification documents of the Applicant;
- (b) Two (2) duly accomplished signature cards containing the specimen signature of the Applicant, validated / signed by the Selling Agent's or Underwriter's authorized signatory/ies, whose authority/ies and specimen signatures have been submitted to SMC-STSC; and
- (c) Such other documents as may be reasonably required by the Selling Agent or Underwriter(s) 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 ("ID") bearing a recent photo, and which is not expired: Passport, Driver's License, 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 Insurance Commission (IC), or school ID duly signed by the principal or head of the school (for Students who are beneficiaries of remittances/fund transfers who are not yet of voting age)

**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 to Purchase:**

- (a) A certified true copy of the tax exemption certificate, ruling or opinion issued by the Bureau of Internal Revenue (BIR) confirming the exemption or preferential rate;
- (b) With respect to tax treaty relief, proofs to support applicability of reduced treaty rates, consularized proof of tax domicile issued by the relevant tax authority of the Shareholder, and original or SEC-certified true copy of the SEC confirmation that the relevant entity is not doing business in the Philippines;
- (c) An original of the duly notarized undertaking, in the prescribed form, declaring and warranting its tax-exempt status or preferential rate entitlement, and undertaking to immediately notify the Company and the Registrar and Depository Agent of any suspension or revocation of its tax exemption status and agreeing to indemnify and hold the Company, the Registrar and Depository Agent and the Paying Agent free and harmless against any claims, actions, suits, and liabilities resulting from the non-withholding or reduced withholding of the required tax; and
- (d) Such other documentary requirements as may be reasonably required by the Company or the Registrar under the applicable regulations of the relevant taxing or other authorities, which for purposes of claiming tax treaty withholding rate benefits shall include evidence of the applicability of a tax treaty and consularized 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.

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