APPLICATION TO PURCHASE



Application to Purchase #			
1st conv	Registrar		

1st copy	Registrar
2 nd copy	Joint Lead Underwriter
3 rd copy	Applicant

DEL MONTE PHILIPPINES, INC. 3.4840% Series A Bonds due 2023 3.7563% Series B Bonds due 2025

This Application to Purchase (an "Application") Series A and/or Series B Bonds due October 30, 2023 and October 30, 2025, respectively (the "Bonds"; such offer, the "Offer') issued by Del Monte Philippines, Inc. (the "Issuer"), together with all the required attachments, must be prepared and completed in all parts by a person (whether natural or juridical) who seeks to subscribe to the Bonds (the "Applicant"). Any Application submitted by a prospective purchaser must be for a minimum principal amount of Fifty Thousand Philippine Peoss (₱10,000.00) and in multiples of Ten Thousand Philippine Peoss (₱10,000.00) in excess thereof, as indicated in the final prospectus dated October 14, 2020 (the "Prospectus"). Unless otherwise defined, capitalized terms used herein shall have the same meaning as in the Prospectus. The Bonds will be recorded in electronic form in the Registry of Bondholders in revocable and, once duly accomplished and submitted, may not be withdrawn by the Applicanto. Completed Applications, in triplicate, with all the required attachments and corresponding payments must reach the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners appointed for the Offer (the "Joint Lead Underwriters.") no later than 5:00 p.m. on October 26, 2020 (the "Cut-Off Date"), which is the end of the Offer Period, or such earlier dates as may be specified by the Joint Lead Underwriters. Acceptance by 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. The Joint Lead Underwriters, in consultation with the Issuer, reserve the right to accept or reject this Application, and in case of oversubscription, allocate the Bonds available to the applic

This Application, once accepted by the Joint Lead Underwriters, 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.

Name of Applicant: (Last, First, M.I. / Business Name)*			Type of Investor:			
			☐ Individual	☐ Corporate		
I/We (the "Applicant") hereby apply to purchase the following principal amount of the Bonds (the "Purchase Price"), subject to the Terms and Conditions of the Bonds (as such term is defined in the Trust Agreement), the Prospectus, this Application to Purchase, the Articles of Incorporation and By-Laws of the Company (each as amended to date), the Trust Agreement (as applicable), and applicable laws and regulations as a whole (including the PDTC Rules).						
Amount in Words		Amount in Figures (₱)				
☐ Series A Bonds due 2023 ☐ Series B Bonds due 2025				-		
	hase Amount	₽				
Mode of Payment for the Bonds: ☐ Real Time Gross Settlement (RTGS) ☐ Manager's or Cashier's Check; Bank/ Check No. ☐ Debit Peso Current/Savings Account Number	with		Bank,	Branch		
Permanent Address:*	Present Mailin	g Address (i	if different from Perr	manent Address):*		
Telephone Number/s:	E-mail Address*:					
Fax Number/s:						
Primary Contact Person (if other than Applicant):	Relationship o	of Primary Cor	ntact Person to Applic	eant:		
Date of Birth / Incorporation (mm/dd/yyyy):* (If joint account, please indicate the birthdates of both account holders)	Place of Birth	/ Incorporati	on:*			
Nationality:*	Tax Identificat	ion Number:	*			
Nature of Work or Business/Principal Business of Corporation:*	Name of Empl	oyer/ Busine	ess:*			
Sources of Income:* Salary/consultation fee Company dividends Donations Revenue from sale of product/services rendered Allowance Others: (Please specify)	Tax Status: Resident Individual - Taxable Resident Corporate - Taxable Foreign Investor** - Taxable Resident individual alien Resident foreign corporation Non-resident alien not engaged in business in the Philippines 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.					

Mode of Collection of Interest and Principal Payments:	Statement, Notices & Correspondence Delivery Mode:					
I/we hereby unconditionally instruct and authorize the Paying Agent to cau	Delivery via electronic mail to the email address indicated above					
the payments of interest and principal on the Bonds net of applicable taxe fees and cost to be purchased via:						
☐ Real Time Gross Settlement (RTGS)						
☐ Credit PESO current/savings account number						
(the "Cash Settlement Account")						
with branch ("the Cash						
Settlement Bank")*.						
If a Corporation, please attach the latest General Information SI	neet (GIS) as filed with the Securities and Exchange Commission:					
Name of Parent Company, if Any:						
Registration of Securities	Depository Participant Confirmation					
Under the name of the ApplicantUnder the name of PDTC Nominee Corp.	We confirm that we are a PDTC Depository Participant and that the Applicant named					
·	in this Application is our bona fide client and we have done, or as applicable relied upon (on the basis of a third party reliance letter issued by an appropriate institution in					
The Applicant agrees to provide the information below to PDTC Depositor, purposes of crediting or lodging Applicant's purchased securities in his NoCD Account below.	y IOI					
Applicant NoCD/BP ID:						
Name of PDTC Depository Participant:						
PDTC Depository Participant BP ID:						
PDTC Depository Participant Omnibus Account No.:	Printed Name and Signature of Authorized Signatory of the PDTC Depository Participant					
under the NoCD Facility, the security shall be registered under the nam PDTC Nominee Corp. in the registry records of the Issuer. Furthe understand and consent to sharing of my personal and sensitive pers information provided in this Application to the Issuer or to its authorized a for purposes of regulatory compliance and processing of corporate actions. * Required to be filled up under Republic Act No. 9160, Republic Act No. 9194 regulation, jurisprudence, notice or order of any Philippine governmental body re	er, I onal gent s. 4 and BSP Circular Nos. 251, 253 and 279, and all other amendatory and implementing law,					
	SEMENT AND ACCEPTANCE					
Joint Lead Underwriter's/Selling Agent's Acceptance:						
☐ Acceptance	☐ Rejection due to					
Joint Lead Underwriter's/ Selling Agent's Certification/Endorsement:						
We received this Application, with all the required attachments below on						
As applicable, 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 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; 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; 						
information required by the Issuer and the Registrar and Paying	essary for the undersigned Joint Lead Underwriter/Selling Agent to disclose all gagent to determine the eligibility of the Applicant have been duly obtained;					
(e) The Applicant's signature appearing herein is genuine and auth(f) The tax status of the Applicant was duly verified and all informa						
and (g) For the Applicant who indicated to have his/her purchased sections.	and For the Applicant who indicated to have his/her purchased securities registered under PDTC Nominee Corp. and lodged under his/her NoCD account under the PDTC Depository Participant, the duly accomplished Application shall be made available upon request of the Issuer, its					
FINAL ALLOCATION AMOUNT: PHP	AMOUNT OF REFUND, IF ANY: PHP					
Authorized Signatory A	ad Underwriter/Selling Agent Authorized Signatory ature over printed name Joint Lead Underwriter/Selling Agent Authorized Signatory Signature over printed name					

REPRESENTATIONS, WARRANTIES AND AUTHORIZATION

In executing this Application, the Applicant represents and warrants, under penalty of law, (i) that all information contained herein (including its tax status) and the required attachments are true and correct and (ii) that the signatures thereon are genuine, properly authorized, and obtained without use of fraud, coercion or any other vice of consent. Furthermore, the Applicant acknowledges, represents, and warrants that s/he has read and understood the discussion of the Risk Factors relating to the Issuer contained in the Prospectus including the Issuer's inclusion of certain information derived from unaudited financial information. The Applicant agrees to immediately notify the Issuer and the Registrar and Paying Agent, either directly or through any of the Joint Lead Underwriters/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 Underwriters/Selling Agents, the Trustee, the Registrar and Paying Agent, and the Issuer (the "Relevant Parties") will rely solely on the Applicant's representations and warranties set forth herein including, without limitation, its declaration of its tax status, including, if applicable, its tax-exempt status in processing payments due to it under the Bonds. The Applicant agrees to indemnify and hold the Relevant Parties 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 Relevant Parties 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 relevant Joint Lead Underwriter/Selling Agent regarding the Applicant's account's with the said Joint Lead Underwriter/Selling Agent. By giving authority to the Relevant Parties and by signing this Application, the Applicant, 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 Underwriters/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 and the Joint Lead Underwriters 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 Relevant Parties on behalf of the Issuer of the information contained herein (the "Information") and (ii) acknowledges receipt of notice of and consents to the following:

- The Registrar and Paying Agent, in its capacity as registrar and paying agent of the Bonds, the Issuer, and Joint Lead Underwriters/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")
- The Relevant Parties shall not sell, trade or otherwise share the Information for marketing purposes to third parties without the consent of the Applicant. The Relevant Parties 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 Relevant Parties to be necessary in relation to the use of the Information in connection with the provision of any service related to this Applicant's registry account and for data processing, storage, retention, collection, sharing, disposal and destruction as may be necessary for the provision of such service, anti-money laundering monitoring, review and reporting and for purposes of complying with any law or regulation (the "Purpose"), for law enforcement purposes, national security or public
 - its employees, directors, officers, representatives, agents and service providers if any of the Relevant Parties deems it reasonably necessary in relation to the (2) Purpose; and its subsidiaries and affiliates as well as employees, directors, officers, representatives, agents and service providers of such subsidiaries and affiliates if any of the
- 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 (c) not limited to the right to access the Information and to have it corrected in accordance with the procedures of the Relevant Party and to file a complaint with the appropriate government agency. Please refer to the National Privacy Commission for details of such rights and remedies.
- The Applicant may address any concerns or questions regarding the processing of the Information to the Data Privacy Officer of the Relevant Party, 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 of the written consent to disclose or by inducting in entail address above, the consent of ecere an induce and communications via entail, and so consent state operate as of the written consent to describe in inquirie 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 Bonds, otherwise, I/we shall be liable for any fees or charges that maybe imposed or incurred in transmitting or retransmitting 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 of the Bonds (the "Terms and Conditions"), and the Prospectus distributed or made available by the Issuer, and the Joint Lead Underwriters/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 Relevant Parties, free and harmless from and against any and all liabilities, damages, penalties, judgments, suits, expenses and other costs of any kind or nature arising from any act or omission pertinent to their respective obligations under the 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 Relevant Parties to execute any application form or other documents and generally to do all such other things and acts as the Relevant Parties may consider necessary or desirable to effect the registration of the Bonds in the name of the Applicant.

The Applicant represents and warrants to the Relevant Parties that it has independently and, without reliance on the Relevant Parties, made its own credit investigation and appraisal of the financial position and affairs of the Issuer on the basis of such documents and information it has deemed appropriate and that it has subscribed to the Bonds on the basis of such independent appraisal, and that it shall continue to make its own credit appraisal without reliance on the relevant Parties.

The Applicant acknowledges that this Application, upon acceptance by the Joint Lead Underwriters, in behalf of the Issuer, constitutes a duly executed purchase agreement covering the Bonds purchased, valid and binding on the Applicant under the stipulations hereof and the related contracts. In the event that this Application is rejected or the amount of the Bonds applied for is scaled down in accordance with the Allocation Plan, the relevant Joint Lead Underwriter, upon completion of the Allocation Report, shall notify the Applicant that his/her/its Application has been rejected or that the amount of Bonds applied for is scaled down

APPLICANT'S FULL NAME (IN PRINT):	APPLICANT'S AUTHORIZED SIGNATURE/S:

REQUIRED ATTACHMENTS TO THIS APPLICATION

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 has submitted to the Registrar all the documents required for the issuance of such Bonds.

IF THE APPLICANT IS A CORPORATION, PARTNERSHIP, INSTITUTIONAL OR TRUST ACCOUNT:

- (a) An original notarized Certificate of the Corporate Secretary or an equivalent officer of the Applicant setting forth resolutions of the Applicant's Board of Directors, partners or equivalent body (i) authorizing the purchase of the Bonds indicated in the Application to Purchase and (ii) designating the signatory/ies, with their specimen signatures, for the said purposes;
- (b) 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 other organizational documents issued by an equivalent government institution, stamped and signed as certified as true copies by the SEC or or the equivalent government institution or by the Applicant's Corporate Secretary, or by an equivalent officer/s of the Applicant who is/are authorized signatory/ies;
- (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 Joint Lead Underwriter's/Selling Agent's authorized signatory/ies whose authority/ies and specimen signatures have been submitted to the Registrar;
- (d) Identification document(s) of the authorized signatories of the Applicant, as specified in item (a) of the immediately succeeding paragraph below;
- (e) BIR Certificate of Registration showing the Applicant's Tax Identification Number, and
- (f) Such other documents as may be reasonably required by the Joint Lead Underwriter/s/Selling Agent/s, and the Registrar in the implementation of their respective internal policies regarding "know your customer" and anti-money laundering.

IF THE APPLICANT IS AN INDIVIDUAL:

- (a) identification document ("ID") of the Applicant which shall consist of any one of the following valid identification documents bearing a recent photo, and which is not expired: Passport, Driver's License, Professional Regulation Commission ID, National Bureau of Investigation Clearance, Police Clearance, Postal ID, Maritime Industry Authority (MARINA) ID, Voter's ID, Barangay Certification, Government Service Insurance System e-Card, Social Security System Card, Senior Citizen Card, Overseas Workers Welfare Administration ID, OFW ID, Seaman's Book, Alien Certification of Registration/Immigrant Certificate of Registration, Government Office and government-owned and controlled corporation ID, e.g., Armed Forces of the Philippines, Home Development Mutual Fund, Certification from the National Council for the Welfare of Disabled Persons, Department of Social Welfare and Development Certification, Integrated Bar of the Philippines ID, company IDs issued by private entities or institutions registered with or supervised or regulated by the BSP, SEC or the Insurance Commission, or school ID duly signed by the principal or head of the school (for students who are beneficiaries of remittances/fund transfers who are not yet of voting age);
- (b) two 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 Joint Lead Underwriters/Selling Agents or the Registrar in implementation of its internal policies regarding "know your customer" and anti-money laundering.

An Applicant claiming exemption from any applicable tax, or is subject to a preferential withholding tax rate shall, in addition to the requirements set forth above, be required to submit the following requirements, subject to acceptance by the Issuer as being sufficient in form and substance:

- (a) a current and valid BIR-certified true copy of the tax exemption certificate, ruling or opinion issued by the BIR and addressed to the relevant applicant or Bondholder, confirming its exemption or preferential rate, as required under BIR Revenue Memorandum Circular No. 8-2014 including any clarification, supplement or amendment thereto;
- (b) with respect to tax treaty relief, (a) for the initial interest due, three (3) originals of a duly accomplished valid, current and subsisting Certificate of Residence for Tax Treaty Relief ("CORTT") Form or the prescribed certificate of residence of their country together with the CORTT Form as required under BIR Revenue Memorandum Order No. 8-2017 and/or 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 in favor of its authorized representative (if the CORTT Form and other documents are accomplished by an authorized representative) and confirmation acceptable to the Issuer that the Bondholder is not doing business in the Philippines to support the applicability of a tax treaty relief; and (b) for subsequent interests due, three (3) originals of Part II (D) of the CORTT Form shall be submitted by the Bondholder/Registrar to the Issuer no later than the 1st day of the month when such subsequent interest payment/s shall fall due, including, if applicable, any clarification, supplement or amendment thereto:
- (c) a duly notarized undertaking executed by (1) the corporate secretary or any authorized representative of such applicant or Bondholder, who has personal knowledge of the exemption 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 purchases 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 the Paying Agent of any suspension or revocation of the tax exemption certificate, certificate, ruling or opinion issued by the BIR, executed using the prescribed form, 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 the Paying Agent free and harmless against any claims, actions, suits, and liabilities resulting from the non-withholding or incorrect withholding of the required tax; and
- (d) such other documentary requirements as may be required by the Issuer and the Registrar and Paying Agent, or as required under the applicable regulations of the relevant taxing or other authorities which for purposes of claiming tax treaty withholding rate benefits, shall include evidence of the applicability of a tax treaty and consularized or apostilled (as the case may be) proof of the Bondholder's legal domicile in the relevant treaty state, and confirmation acceptable to the Issuer that the Bondholder is not doing business in the Philippines; provided that the Issuer shall have the exclusive discretion to decide whether the documents submitted are sufficient for purposes of applying the exemption or the reduced rate being claimed by the Bondholder on the interest payments to such Bondholder; provided, further, that all sums payable by the Issuer to tax exempt entities shall be paid in full without deductions for taxes, duties, assessments or government charges, subject to the submission by the Bondholder claiming the benefit of any exemption of the required documents and of additional reasonable evidence of such tax-exempt status to the Registrar.

IMPORTANT NOTE

THE BONDS AND THIS APPLICATION TO PURCHASE ARE GOVERNED BY AND ARE SUBJECT TO THE PROSPECTUS, THE TERMS AND CONDITIONS, AND THE TRUST AGREEMENT (ALL OF WHICH ARE MADE AN INTEGRAL PART OF THIS DOCUMENT). THE APPLICANT MAY OBTAIN COPIES OF THE PROSPECTUS AND THE TRUST AGREEMENT, WHICH SHALL BE MADE AVAILABLE AT THE OFFICES OF THE JOINT LEAD UNDERWRITERS/SELLING AGENTS, THE TRUSTEE, AND THE ISSUER INDICATED IN THE PROSPECTUS THROUGHOUT THE OFFER PERIOD DURING REGULAR BUSINESS HOURS.