

# ROBINSONSBANK

## 4.125% Long-Term Negotiable Certificates of Time Deposit Due 2022

Purchase Advice No.: \_\_\_\_\_ Date: \_\_\_\_\_

### PURCHASE ADVICE

Pursuant to General Banking Law, Bangko Sentral ng Pilipinas ("BSP") Circular No. 304 (Series of 2001), BSP Circular No. 778 (Series of 2012), BSP Circular No. 810 (Series of 2013), BSP Circular No. 824 (Series of 2014), BSP Circular No. 834 (Series of 2014), BSP Memorandum No. M-2014-023, BSP Circular No. 877 (Series of 2015); Sections X233.9 of the Manual of Regulations for Banks ("MORB"), and other related circulars and issuances of the BSP, as may be amended from time to time (the "Governing Regulations"), the Selling Agent for the Long-Term Negotiable Certificates of Time Deposit (the "LTNCDs") issued by the ROBINSONS BANK CORPORATION ("Robinsons Bank" or the "Issuer"), following its acceptance of the offer of the applicant for the purchase of the LTNCDs as indicated below, hereby issues the following Purchase Advice:

<b>PURCHASER'S FULL NAME IN PRINT:</b>		<b>TYPE OF INVESTOR:</b>	
		<input type="checkbox"/> Individual <input type="checkbox"/> Corporate	
<b>AMOUNT OF LTNCTDS PURCHASED:</b>			
<b>PERMANENT ADDRESS: (FOR THE DELIVERY OF REGISTRY CONFIRMATION, STATEMENTS AND OTHER CORRESPONDENCES)</b>			
<b>TELEPHONE NO./S:</b>		<b>TAX IDENTIFICATION NO:</b>	
<b>CONTACT PERSON (IF OTHER THAN PURCHASER):</b>		<b>CONTACT TELEPHONE NO:</b>	
<b>MODE OF COLLECTION FOR INTEREST/PRINCIPAL:</b>		<b>REGISTRY ACCOUNT NUMBER:</b>	
<input type="checkbox"/> Credit my Peso Current Account/Savings Account Number _____ with settlement bank _____  <input type="checkbox"/> Remit via RTGS to my Current Account/Savings Account Number _____ with settlement bank _____ net of RTGS charge.			
		<b>SELLING AGENT:</b>	
		<b>Trade Date:</b>	<b>Settlement Date:</b>
<b>TAX STATUS:</b>			
<b>FOR <input type="checkbox"/> PRIMARY OR <input type="checkbox"/> SECONDARY ISSUANCES:</b>			
<input type="radio"/> <b>Taxable</b> <input type="checkbox"/> Domestic Corporation <input type="checkbox"/> Resident Foreign Corporation <input type="checkbox"/> Non-Resident Aliens NOT engaged in trade or business in the Philippines Non-Resident Foreign Corporation <input type="checkbox"/> Individual (*NOTE: Individuals are taxable if the LTNCD is held for less than 5 years)		<input type="radio"/> <b>Tax-Exempt</b> <input type="checkbox"/> Filipino Citizen <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien engaged in trade or business in the Philippines <input type="checkbox"/> Common or Individual Trust Accounts Funds or Investment Management Accounts in the name of _____  <input type="radio"/> BIR-tax-qualified employee trust funds established by corporations or any other tax-exempt institution (upon presentation of acceptable proof of tax exemption)	
<b>PROOF OF TAX-EXEMPT STATUS (IF APPLICABLE):</b>			
<input type="checkbox"/> Bureau of Internal Revenue certification of tax-exempt status  <input type="checkbox"/> Others (please indicate):			

***Certain Terms and Conditions of the LTNCDs:***

The LTNCDs issued by the Issuer with (a) BPI Capital Corporation ("**BPI Capital**") as Arranger; (b) BPI Capital and Robinsons Bank as Selling Agents; and (c) the Philippine Depository & Trust Corp. ("**PDTC**") as Registrar and Paying Agent, shall be subject to the following terms and conditions:

- a) Terms defined in the Terms and Conditions and used herein shall have the same meaning ascribed to them therein. In case of conflict, the Terms and Conditions shall prevail over the terms and conditions of this Purchase Advice. Copies of the Terms and Conditions are available at the office of the Registrar.
- b) The LTNCDs shall earn interest at the fixed rate of four and one hundred twenty five thousandths percent (4.125%) per annum from and including June 16, 2017 to but excluding: (a) December 16, 2022, such date being the Maturity Date, or (b) the Pre-termination Date (if the Pre-termination Option is exercised). If the Interest Payment Date is not a Business Day, interest will be paid on the next succeeding Business Day, without adjustment to the amount of interest to be paid.
- c) The LTNCDs are, and while they remain outstanding shall be, insured with the Philippine Deposit Insurance Corporation for up to the maximum insurance coverage, subject to applicable rules and regulations.
- d) The LTNCDs have not been and will not be registered with the Philippine Securities and Exchange Commission. Since the LTNCDs qualify as exempt securities under Section 9.1(e) of the Philippine Securities Regulation Code, the LTNCDs may be sold and offered for sale or distribution in the Philippines without registration.
- e) **THE LTNCDs CANNOT BE TERMINATED BY THE CD HOLDER BEFORE THE MATURITY DATE (SUBJECT ONLY TO CONDITIONS 12 AND 13 OF THE TERMS AND CONDITIONS AND THE GOVERNING REGULATIONS). HOWEVER, IT MAY BE PRE-TERMINATED AT THE INSTANCE OF THE ISSUER UPON PRIOR NOTICE TO THE CD HOLDERS ON RECORD. NEGOTIATIONS/TRANSFERS FROM ONE CD HOLDER TO ANOTHER DO NOT CONSTITUTE PRE-TERMINATION. FOR TAX PURPOSES, NEGOTIATIONS/TRANSFERS FROM ONE CD HOLDER TO ANOTHER SHALL BE SUBJECT TO THE PERTINENT PROVISIONS OF THE NATIONAL INTERNAL REVENUE CODE OF 1997, AS AMENDED, AND BUREAU OF INTERNAL REVENUE REGULATIONS.**
- f) **ALL NEGOTIATIONS/TRANSFERS OF THE LTNCDs PRIOR TO MATURITY MUST BE COURSED THROUGH A PDEX TRADING PARTICIPANT, SUBJECT TO THE PDEX RULES.**
- g) The LTNCDs may not be issued or transferred to a Prohibited CD Holder. Prohibited CD Holder means persons and entities which are prohibited from purchasing and/or holding any LTNCDs of the Issuer pursuant to the BSP Rules, specifically: ((1) the Bank; (2) the subsidiaries and affiliates of the Bank; (3) wholly or majority-owned or controlled entities of the subsidiaries and affiliates of the Bank; (4) non-resident aliens not engaged in trade or business in the Philippines; (5) non-resident foreign corporations; and (6) persons classified as U.S. Persons under the Foreign Account Tax Compliance Act of the United States, as this may be amended from time to time, which include: a U.S. citizen (including dual citizen); a U.S. resident alien for U.S. tax purposes; a US partnership; a U.S. corporation; any U.S. estate; any U.S. trust if: (a) a court within the United States is able to exercise primary supervision over the administration of the trust; (b) one or more U.S. persons have the authority to control all substantial decisions of the trust; any other person that is not a non-US person. A "**subsidiary**" means, at any particular time, a company which is then directly controlled, or more than fifty percent (50%) of whose issued voting equity share capital (or equivalent) is then beneficially owned, by the Bank and/or one or more of its subsidiaries or affiliates. An "**affiliate**" means, at any particular time, a company at least twenty percent (20%) but not more than fifty percent (50%) of whose issued voting equity share capital is then owned by the Bank. For a company to be "**controlled**" by another means that the other (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) has the power to appoint and/or remove all or the majority of the members of the board of directors or other governing body of that company or otherwise controls or has the power to control the affairs and policies of that company.
- h) Notwithstanding this Purchase Advice, only registered CD Holders appearing in the Registry as at the relevant Record Date shall be eligible to receive the interest payments accruing on, and the principal amount of, the LTNCDs when due.
- i) **This Purchase Advice is a NON-negotiable Instrument.**
- j) The Issuer shall list the LTNCDs in the Philippine Dealing & Exchange Corp. ("**PDEX**"), and when listed, transactions on the LTNCDs on PDEX will likewise be subject to the duly approved and relevant rules of PDEX including guidelines on minimum trading lots and record dates.
- k) In case of conflict between the Purchase Advice and the Registry, the Registry prevails.
- l) As issuer of the LTNCDs, the withholding of final tax on the interest due on the LTNCDs is the responsibility of the Bank pursuant to Section 57 of the National Internal Revenue Code and Section 2.57 of Revenue Regulations No. 2-98. The Bank shall be required to abide by the terms of the BIR accreditation of the PDS Group Corporate Action Auto-Claim (CAAC) System to the extent of its applicability, and to the extent that it affects information processed by the CAAC system in relation to the Bank's listed issues. Notwithstanding the foregoing, the Bank shall not be liable for the filing of returns and other reportorial requirements, as well as the payment of: (i) gross receipts tax under Section 121 of the National Internal Revenue Code, as amended; and (ii) taxes on the overall income of any CD Holder, whether or not subject to withholding.
- m) All transfers and assignment of, as well as change in title to, the LTNCDs shall be recorded in the Registry. Settlement in respect of such transfer and assignment of, or change of title to, the LTNCDs, including settlement of applicable taxes (subject to Condition 24 of the Terms and Conditions), if any, arising from such transfers, assignments or change in title, shall be for the account of the transferee and/or transferor CD Holder.
- n) The failure by a CD Holder to exercise any right or power under the Terms and Conditions shall not be deemed a waiver by such CD Holder or any other CD Holders of their privileges or rights under the Terms and Conditions, nor shall any CD Holder be responsible for the exercise of such rights by the other. Each CD Holder shall be entitled, at its option, to take independent measures with respect to its obligations and rights

and privileges under the Terms and Conditions (including the right to declare the Bank in default), and it shall not be necessary for the other CD Holders to be joined as an additional party in any judicial or other proceeding for such purpose.

- o) The CD Holder understands and agrees that any transaction on the LTNCDs, which utilizes the services of the Registrar and Paying Agent, Selling Agent, or effected using the facilities of a recognized fixed income exchange for the LTNCDs, as the case may be, may be subject to such fees and charges for which the CD Holder or its counterparty may be accountable as market convention or the agreements between them would dictate. A copy of the schedule of such fees is available from the appropriate service provider.
- p) The CD Holder authorizes the Registrar and Paying Agent to accept and act upon signed instructions and copies of documents sent by the CD Holder or its duly authorized representative (the "Instructions"). The Registrar and Paying Agent shall not be under any duty to verify: (i) the identity of the person or persons issuing the Instructions or sending the documents, or (ii) whether the Instructions/documents were actually issued/sent by the CD Holder with its authority, knowledge, or consent. Except for the obligation of the Registrar to verify the signatures on the signed instructions against the specimen signature cards submitted by the CD Holder, endorsed by the CD Holder's Selling Agent, the CD Holder hereby expressly, absolutely and unconditionally (i) releases and discharges the Registrar and Paying Agent and the Bank, and (ii) undertakes to, at all times, indemnify/keep the Registrar and Paying Agent and the Bank free and harmless, from any and all claims, liabilities, obligations, actions, proceedings, loss, damage, costs, and expenses arising from or in connection with, directly or indirectly, the Registrar and Paying Agent and the Bank so acting upon the Instructions or relying upon documents, except in case of gross negligence on the part of the Registrar and Paying Agent which directly results in loss, damage, costs or expenses to the CD Holder without any contributory act or negligence on the part of said CD Holder and which are duly proven in court.
- q) The CD Holder understands: (i) that the Registrar and Paying Agent has relied and will rely on the CD Holder's representations and warranties set forth in its Application to Purchase/Investor Registration Form duly endorsed by the respective Selling Agent, as the case may be; (ii) that the CD Holder's declaration of its nationality and tax status, including its tax exempt status, if applicable, is true and correct, and may be relied upon by the Selling Agent, the Registrar and Paying Agent and the Issuer in processing payments due to it; (iii) that it must immediately notify the Selling Agent, the Registrar and Paying Agent, and the Issuer of any change in its tax status, including any suspension or revocation of the tax exemption certificates; and (iv) that the Registrar and Paying Agent has relied on the CD Holder's undertaking to indemnify and hold the Selling Agent, 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 the Application to Purchase or the Purchase Advice, as the case may be.
- r) This Purchase Advice must be surrendered by the CD Holder through the Selling Agent for cancellation as a condition for any sale or transfer of the LTNCDs or a change in the information contained therein with the Registry.
- s) The Selling Agent has verified the identity of the Purchaser/transferee CD Holder and its tax-exempt status, as applicable, and has inits custody the documentary requirements required to verify the same.

\_\_\_\_\_  
*Selling Agent/Trading Participant*  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

**THIS IS A COMPUTER-GENERATED FORM AND IF ISSUED WITHOUT ALTERATION, DOES NOT REQUIRE ANY SIGNATURE.**