



METROPOLITAN BANK & TRUST COMPANY

3.875% Series 2 Long-Term Negotiable Certificates of Deposit Due 2024

Purchase Advice No.: _____ Date: _____

PURCHASE ADVICE

Pursuant to 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); 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 “BSP Rules”), the Selling Agent for the Series 2 Long-Term Negotiable Certificates of Deposit (the “Series 2 LTNCDs”) issued by the METROPOLITAN BANK & TRUST COMPANY (the “Issuer”), following its acceptance of the offer of the Purchaser/ transferee Holder for the purchase of the Series 2 LTNCDs as indicated below, hereby issues the following Purchase Advice:

PURCHASER’S FULL NAME IN PRINT:		TYPE OF INVESTOR:	
		<input type="checkbox"/> Individual <input type="checkbox"/> Corporate	
AMOUNT OF LTNCDs PURCHASED:			
PURCHASER’S PERMANENT ADDRESS:		PURCHASER’S EMAIL ADDRESS: ALL NOTICES AND STATEMENTS (OTHER THAN THE REGISTRY CONFIRMATION) WILL BE ELECTRONICALLY DELIVERED TO THIS EMAIL ADDRESS SUBJECT TO CONDITION (L) OF THIS PURCHASE ADVICE. PRINTED STATEMENTS MAY BE REQUESTED FROM THE REGISTRAR AND PAYING AGENT SUBJECT TO PAYMENT OF ADDITIONAL FEES AND CHARGES.	
DATE OF BIRTH:		NATIONALITY:	
TELEPHONE NO./S:		TAX IDENTIFICATION NO:	
CONTACT PERSON (IF OTHER THAN PURCHASER):		CONTACT TELEPHONE NO:	
BANK ACCT. DETAILS FOR PAYMENT OF INTEREST/PRINCIPAL:		REGISTRY ACCOUNT NUMBER:	
Credit to Purchaser’s Peso Current/Savings Account Number _____ with _____ Branch of _____ Bank*			
<input type="checkbox"/> Via EPCS <input type="checkbox"/> Via RTGS		SELLING AGENT:	
		Trade Date:	Settlement Date:
TAX STATUS:			
FOR <input type="checkbox"/> PRIMARY OR <input type="checkbox"/> SECONDARY ISSUANCES:			
<input type="radio"/> Taxable <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 <input type="checkbox"/> 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"/> Tax-Exempt <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)	
PROOF OF TAX-EXEMPT STATUS (IF APPLICABLE):			
<input type="checkbox"/> Bureau of Internal Revenue certification of tax-exempt status <input type="checkbox"/> Others (please indicate): _____			

Certain Terms and Conditions of the Series 2 LTNCDS:

The Series 2 LTNCDS issued by the Issuer with (a) ING Bank N.V., Manila Branch (“ING”) as Arranger; (b) Metropolitan Bank & Trust Company, ING and First Metro Investment Corporation as Selling Agents; and (c) the Philippine Depository and Trust Corporation (“PDTCC”) as Registry and Paying Agent, shall be subject to the following terms and conditions:

- a) The terms and conditions of the Series 2 LTNCDS, the defined terms in which shall have the same meanings when used herein, shall at all times govern and shall prevail over the terms and conditions of this Purchase Advice.
- b) **THE SERIES 2 LTNCDS CANNOT BE PRE-TERMINATED BY THE CD HOLDER BEFORE THE MATURITY DATE. HOWEVER, IT MAY BE PRE-TERMINATED BY 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. THE SERIES 2 LTNCDS MAY BE PRE-TERMINATED BY THE BANK, SUBJECT TO THE BSP RULES.**
- c) **ALL NEGOTIATIONS/TRANSFERS OF THE SERIES 2 LTNCDS PRIOR TO MATURITY MUST BE COURSED THROUGH A PDEX TRADING PARTICIPANT.**
- d) The Series 2 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.
- e) The Series 2 LTNCDS have not been, and will not be, registered with the Philippine Securities and Exchange Commission. Since the Series 2 LTNCDS qualify as exempt securities under Section 9.1(e) of the Philippine Securities Regulation Code, the Series 2 LTNCDS may be sold and offered for sale or distribution in the Philippines without registration.
- f) The Series 2 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 Series 2 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.
- g) Only registered Series 2 LTNCDS 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 Series 2 LTNCDS when due.
- h) The Issuer shall list the Series 2 LTNCDS in the Philippine Dealing & Exchange Corp. (“**PDEX**”), and when listed, transactions on the Series 2 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. **ALL NEGOTIATIONS/TRANSFERS OF THE SERIES 2 LTNCDS MUST BE COURSED THROUGH PDEX.**
- i) **This Purchase Advice is a NON-negotiable Instrument.**
- j) In case of conflict between the Purchase Advice and the Registry, the Registry prevails and that only the registered CD Holders appearing in the Registry shall be eligible to receive interest payments, option amounts and maturity value when due.
- k) The Purchaser / CD Holder understands and agrees that any transaction on the Series 2 LTNCDS, which utilizes the services of the Registrar, Selling Agent, or effected using the facilities of a recognized fixed income exchange for the Series 2 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.
- l) The Purchaser / CD Holder acknowledges that the Registrar and Paying Agent does not guarantee the security of any notice, statement, or other communication transmitted through electronic means, and, thus, agrees that the Registrar and Paying Agent is not liable for the complete and timely transmission thereof. The Purchaser / CD Holder agrees to indemnify the Registrar and Paying Agent from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs (including without limitation, interest and legal fees) and expenses of whatever nature (whether actual or contingent) suffered, incurred or threatened against the Registrar and Paying Agent arising from or in connection with electronic transmission of information. By indicating the email address/es in the Application, the Purchaser / CD Holder, including its successors or/assigns, consent to receive notices and communications via email; and such consent shall operate as a waiver of the Applicant’s right and privilege to the secrecy of bank deposits in respect of such statements/notices. The Purchaser / CD Holder further agrees to assume all risks in relation to the transmission of any electronic communication transmitted to the Applicant and agrees that it shall have no recourse to the Registrar and Paying Agent for any liability or damage arising from or in connection with electronic transmission of information in respect of the Series 2 LTNCDS, unless said liability or damage was caused by the Registrar and Paying Agent's fraud, evident bad faith, gross negligence or willful omission. The Registrar and Paying Agent shall not be responsible for monitoring and re-sending rejected electronically transmitted statements, notices and communications. Requests for resending and/or additional statements, notices and/or advices shall be for the account of the CD Holder.
- m) 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 Series 2 LTNCDS or a change in the information contained therein with the Registry.
- n) The Selling Agent has verified the identity of the Purchaser/ transferee CD Holder and its tax-exempt status, as applicable, and has in its custody the documentary requirements required to verify the same.

By: _____ (Selling Agent)

Date: _____