mynt

finance for all

RELATED PARTY TRANSACTIONS POLICY

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A. POLICY STATEMENT

Mynt, Inc. (the "**Company**") recognizes the fiduciary responsibility of its Board of Directors (the "**Board**") to ensure the integrity of the Company's related party transactions ("**RPTs**") for the protection of the interests of all shareholders.

As such, the Board hereby adopts this Related Party Transactions Policy (this "**Policy**"), which establishes the guidelines that will govern the identification of related party relationships and transactions of the Company and the review, approval, and disclosure of RPTs, in accordance with applicable laws, rules, and regulations.

B. OBJECTIVES

This Policy reinforces the corporate governance principles of complete disclosure, transparency, fairness, and accountability relative to RPTs. Its scope includes the Material RPTs ("**MRPTs**") of the Company's subsidiaries or associates which do not have their own RPT Policy, and the Chief Compliance Officer ("**CCO**") shall advise and work with these entities to implement this Policy.

This Policy aims to ensure that RPTs are handled in a sound and prudent manner and conducted at arm's length, fairly, and in a manner that is consistent with the best interests of the Company, while also managing conflicts of interests such that no party is given an undue advantage or is put at a disadvantage.

Specifically, this Policy shall:

1. Establish an effective audit, risk, and compliance system to:

   (a) Determine, identify, and monitor Related Parties and RPTs;
   (b) Continuously review and evaluate existing relationships between and among businesses and counterparties; and
   (c) Identify, measure, monitor, and control risks arising from RPTs.

2. See to it that RPTs are effectively identified, reported, approved, ratified, and disclosed in a transparent manner;

3. Prohibit preferential transactions with directors, management, and shareholders of affiliated entities.

C. DEFINITION OF TERMS

For purposes of this Policy, the following terms shall be defined as follows:

Abusive RPTs refer to RPTs that are not entered into on an arm's length basis and which unduly favor the related party over the Company or its minority shareholders.

Arm's Length Dealing refers to a transaction between two (2) related parties that is conducted voluntarily and independently of one another, as if they are unrelated, so that there is no conflict of interest and without one (1) party influencing the other.

Company Material Related Party Transactions ("**Company MRPTs**") refer to any RPTs amounting to at least Php150 Million but not higher than ten percent (10%) of the Company's consolidated total assets based on its latest audited financial statements.

Company-Defined Materiality Thresholds refer to the quantitative limit established by the Company to determine the level of review, approval, and oversight required for RPTs based on their associated risks.

Conflict of Interest refers to an occurrence when a Company's director, Officer or employee has a personal or pecuniary interest, relationship, or activity which influences, could influence, interfere, or appears to interfere with his ability to exercise objectivity and perform his responsibilities in the best interests of the Company. It has the effect or intention of advancing one's own or others' interest that is grossly disadvantageous to the interest of or potentially harmful to the Company which may lead to a breach of its obligation.

Control is present when a person or entity has all of the following: (1) power over the Company; (2) exposure, or rights, to variable returns from its involvement with the Company; and (3) the ability to use its power over the Company to affect the amount of its returns.

Joint Venture refers to a binding business arrangement by which two (2) or more parties or entities contribute capital, services, assets, or a combination thereof to undertake an investment activity or specific project, where each person or entity has the right to Control the policies of the activity or project, with the intention of sharing the resulting profits, risks, and losses subject to their agreement.

Management Committee refers to the primary senior management group responsible for steering the overall direction of Mynt and portfolio oversight across all business units, products and cross functions. For the purpose of this Policy, Management Committee shall include the President and Chief Executive Officer ("**CEO**"), Chief Finance Officer ("**CFO**"), Chief Audit Executive, Chief Legal Officer, CCO, Chief Marketing Officer, Group Head of New Businesses, Chief People Officer, Chief Risk Officer, Chief Strategy Officer, Chief Tech and Operations Officer, Chief Transformation Officer and Chief Regulatory Officer.

Material Interest refers to any direct or indirect personal, financial, or business interest that is significant enough to influence, or reasonably be perceived to influence, the judgment of a director relative to a transaction, and may include interests meeting defined quantitative thresholds or resulting in a material financial benefit.

Non-Material Related Party Transactions ("**NMRPTs**") refer to RPTs that do not meet the Company-Defined and Securities and Exchange Commission ("**SEC**")-Defined Materiality Thresholds or are not considered as MRPTs.

Officers refer to (a) President, CEO, Treasurer, CFO, Corporate Secretary, and Assistant Corporate Secretary; (b) Other officers mentioned in the By-Laws and appearing in the Company's General Information Sheet; and (c) Other officers not mentioned in the foregoing but are members of the Management Committee.

Related Parties ("**RPs**") refer to the following:

1. The Company's directors, Officers, Substantial Shareholders, and their spouses and relatives within the fourth (4th) civil degree of consanguinity or affinity, legitimate or common-law;

2. Any other person who has Control, joint Control, or Significant Influence over the Company or who is an Officer of the Company's Substantial Shareholders and their spouses and relatives within the fourth (4th) civil degree of consanguinity or affinity, legitimate or common-in-law;

3. An Affiliate or an entity linked directly or indirectly to the Company through any one or a combination of the following:

   (a) Ownership, Control, or power to vote, whether by permanent or temporary proxy or voting trust, or other similar contracts, by a company of at least ten percent (10%) or more of the outstanding voting stock of the Company, or vice versa;
   (b) Interlocking directorship or officership, except in cases involving independent directors as defined under existing laws, rules, and regulations;
   (c) Common shareholders owning at least ten percent (10%) of the outstanding voting stock of the Company and the entity; or
   (d) Management contract or any arrangement granting power to the Company to direct or cause the direction of management and policies of the entity, or vice versa.

4. An Associate or an entity over which the Company holds twenty percent (20%) or more of the voting power, directly or indirectly, or which the Company has Significant Influence;

5. An entity that meets any of the following conditions:

   (a) The entity and the Company are members of the same group (which means that each entity's parent, Subsidiary, and fellow Subsidiary is related to each other);
   (b) One entity is an Associate or Joint Venture of the other entity (or an Associate or Joint Venture of a member of a group of which the other entity is a member);
   (c) Both entities are Joint Ventures of the same third party;
   (d) One entity is a Joint Venture of a third entity and the other entity is an Associate of the third entity;
   (e) The entity is a post-employment benefit plan for the benefit of employees of either the Company or an entity related to the Company.
   (f) The entity is Controlled or jointly Controlled by a person identified in 3(a) and 3(b) herein;
   (g) A person who has Control or joint Control over the Company has Significant Influence over the entity or is a member of the key management personnel of the entity (or of a parent of the entity); or

(h) The entity, or any member of a group of which it is a part, provides key management personnel service to the Company or to the parent of the Company.

Related Party Transactions or "**RPTs**" refer to a transfer of resources, services, or obligations between the Company and a RP, regardless of whether a price is charged. It should be interpreted broadly to include not only transactions that are entered into with RPs, but also outstanding transactions that are entered into with an unrelated party that subsequently becomes a RP.

RP Registry refers to the repository of the organizational and structural composition, including any change thereon, of the Company and its RPs.

SEC Material Related Party Transactions ("**SEC MRPTs**") refers to any RPT, either individually, or in aggregate over a twelve (12)-month period with the same related party, amounting to ten percent (10%) or higher of the Company's consolidated assets based on its latest audited financial statements.

SEC Materiality Threshold refers to ten percent (10%) of the Company's total consolidated assets based on its latest audited financial statements.

Significant Influence refers to the power to participate in the financial and operating policy decisions of the Company but has no Control or joint Control of those policies. It may be gained by share ownership, statute, or agreement.

Subsidiary refers to an entity wherein more than fifty percent (50%) of the outstanding voting stock of which is directly or indirectly, through one or more intermediaries, owned or Controlled by another entity, which becomes its parent company.

Substantial Shareholder refers to any person who is directly or indirectly the beneficial owner of more than ten percent (10%) of any class of its equity security.

D. SCOPE

The Policy covers RPTs between the Company and its RP.

Transactions that were entered into with an unrelated party who subsequently becomes an RP are excluded from the limits and approval process required in this Policy. However, any alteration to the term and conditions, or increase in exposure level, related to these transactions after the non-RP becomes a RP shall subject the transaction to the requirements of this Policy. The prospective treatment should, however, be without prejudice to regulatory actions that may be enforced for transactions determined to not have been carried out on an arm's length basis.

This Policy shall also cover MRPTs of the Company's Subsidiaries or Associates, who do not have their own RPT Policy and/or Board-level RPT Committee using their respective total assets as basis for the SEC Materiality Threshold.

The following transactions are excluded from this Policy. They are deemed pre-approved as RPTs and shall be governed by relevant internal policies, rules and regulations and approved by the authorized approving authority:

1. Remuneration or compensation of directors and Officers as well as the employment of executive officers approved or endorsed by the Compensation and Benefits Committee and the Board.
2. Transactions with similar terms generally available to all employees.
3. Banking, treasury, and foreign exchange transactions, finance or insurance-related services and transactions with a RP, if the terms are generally the same as or similar to offers of other banks or insurance companies in the ordinary course of business.
4. Share transactions such as dividends, repurchase, rights offerings, available to all shareholders on a pro-rata ownership basis.

5. Renewal of an existing contract or agreement with the same terms and conditions. Otherwise, the renewal will follow the normal course of review and approval of RPTs.

Unless the applicable laws require otherwise, notwithstanding anything else herein, nothing herein shall substantively limit or restrict the rights or expand the obligations or liabilities of any shareholder or the director of the Company nominated by such shareholder under Mynt's Articles of Incorporation and By-Laws, or as agreed by shareholders.

E. ROLES AND RESPONSIBILITIES

1. Board of Directors

The Board shall:

(a) Ensure that all contracts entered into by the Company with RPs, regardless of value, should contain a clause on the application and adherence to this Policy;

(b) Institutionalize an overarching policy on the management of RPTs to ensure effective compliance with existing laws, rules, and regulations at all times and that MRPTs are conducted on a fair and arm's length basis, and that no shareholder or stakeholder is unduly disadvantaged;

(c) Approve all MRPTs before its commencement and write-off of material exposures to RPs, as well as any renewal or material changes in the terms and conditions of MRPTs previously approved in accordance with this Policy. Material changes in the terms and conditions of MRPTs include, but are not limited to, changes in the price, interest rate, maturity date, payment terms, commissions, fees, tenor and collateral requirement of MRPTs;

(d) Exercise appropriate oversight in the implementation of the above audit, risk, and compliance system for managing RPT exposures. It ensures that RPTs are handled in a sound and prudent manner with integrity and conducted at arm's length in compliance with this Policy; and

(e) Oversee the integrity, independence, and effectiveness of the policies and procedures for whistleblowing. The Board shall ensure that management addresses legitimate issues on RPTs that are raised. The Board shall take responsibility for ensuring that stakeholders, who raise concerns, are protected from detrimental treatment or reprisals.

2. Related Party Transactions Committee (the **"RPT Committee")**

The RPT Committee shall:

a. Implement this Policy and oversee the evaluation of RPTs that present a risk of potential abuse;
b. Ensure that processes and approvals on RPTs are conducted at arm's length basis;
c. Exercise sound and objective judgment for the best interest of the Company;
d. Review and endorse MRPTs to the Board for appropriate action; and
e. Periodically monitor NMRTs for any subsequent changes in total amount and exposures.

3. Management Committee

Management Committee, through the CCO, shall implement appropriate controls to effectively manage and monitor RPTs on a per transaction and aggregate basis. Exposures to RPs shall also be monitored on an ongoing basis to ensure compliance with this Policy and SEC's regulations, in close coordination with the Finance Group, who will monitor RPTs that breach the SEC Materiality Threshold or other thresholds imposed by other regulatory agencies.

4. Business Units

Business Units shall ensure the submission of comprehensive transaction details, through the accomplishment of the prescribed Cover Sheet, to the CCO to facilitate the overall review and approval framework of the RPTs of the Company.

F. COMPANY-DEFINED MATERIALITY THRESHOLDS

To ensure that oversight controls correspond to the risks associated with an RPT, the following Company-Defined Materiality Thresholds shall apply. All RPTs shall require initial review by the CCO prior to the endorsement and approval by the designated approving authorities.

1. **Level 1 Company-Defined Materiality Threshold** (**"MRPT L1"**) applies to RPTs valued from Php150 Million but less than ten percent (10%) of the Company's consolidated total assets based on its latest audited financial statements. RPTs falling within this threshold shall be endorsed/approved by the RPT Committee and the Board.
2. **Level 2 Company-Defined Materiality Threshold** (**"NMRPT L2"**) governs RPTs valued from Php50 Million but less than Php150 Million. RPTs meeting these criteria shall require CCO endorsement and approval by the RPT Committee.
3. **Level 3 Company-Defined Materiality Threshold** (**"NMRPT L3"**) applies to RPTs under Php50 Million. RPTs meeting this criterion shall require CCO endorsement and approval by the Management Committee.

For reference, below is a tabular summary of the materiality thresholds including the SEC Materiality Threshold:

Materiality Threshold	Transaction Value	Endorsing Authority	Approving Authority
SEC Materiality Threshold	10% or more of the Company's consolidated total assets	RPT Committee	Board of Directors (2/3 Vote) with Majority Vote of Independent Directors
MRPT L1	≧ PHP150 Million but < 10% of the Company's consolidated total assets	RPT Committee	Board of Directors (Majority Vote)
NMRPT L2	≧ PHP50 Million but < PHP150 Million	Chief Compliance Officer	RPT Committee
NMRPT L3	< PHP50 Million	Chief Compliance Officer	Management Committee

For MRPTs, endorsement by the RPT Committee shall likewise constitute its approval.

G. REVIEW and APPROVAL FRAMEWORK

1. Identification of RPs

(a) All directors and Officers shall accomplish the forms on ***Identification of Related Parties for Individuals, Entities, and Interlocking Directorships and Officerships*** (Annexes A, B, and C hereof) to be maintained in the Registry.

(b) Management, through the CCO, in collaboration with the Corporate Affairs and Governance Team ("**CAG**"), shall maintain an updated RP Registry including, but not limited to, directors, Officers, shareholders, Affiliates, and immediate family members, who may be deemed to have an interest in a transaction with the Company.

(c) The RP Registry shall be reviewed by the Company's Management Committee and RPT Committee and shall be noted by the Board on a quarterly basis to account for any changes with its RPs.

(d) To promote the reliability of the RP Registry in identifying RPs, the Company's directors and Officers shall be accountable for the completeness and accuracy of the information on their respective RPs.

2. General Principles of Fair and Arm's Length Dealing in RPT Review

The endorsing and approving authorities shall evaluate all RPTs to ensure that these are not undertaken on more favorable economic terms to RPs than similar transactions with non-RPs under similar circumstances and that no corporate or business resources of the Company are misappropriated or misapplied, and to determine any potential reputational risk issues that may arise as a result of or in connection with the transactions.

(a) The RP's relationship to the Company and interest in the transaction;
(b) Whether the terms of the transaction are fair or are not more favorable than similar transactions with non-RPs;
(c) The review process shall consider whether the RPT is consistent with the Company's best interests and is conducted on terms that, while competitive, are also reasonable and fair;
(d) Whether the outcome of the transaction would pose any potential reputational risk issues;
(e) Whether the transaction would present an improper conflict of interest for any director or Officer of the Company;
(f) The availability of other sources of comparable products or services;
(g) The material facts of the proposed transaction, its aggregate value versus the Company's aggregate exposure limits;
(h) For MRPTs that breached the SEC Materiality Threshold, an external independent party shall be appointed to evaluate the fairness of the terms of the transaction.
(i) An assessment of whether the proposed RPT is on terms and conditions that are comparable to the terms generally available to an unrelated party under similar circumstances. The Company shall have in place an effective price discovery system and have exercised due diligence in determining a fair price for RPTs; and
(j) Any other information deemed relevant to allow determination if terms are comparable to those given to unrelated parties or reasonable under the circumstances.

3. Assessment and Approval Process

(a) ***Accomplishment of Cover Sheet and Submission to CCO***. The point of contact ("**POC**") of the RPT, or any other person deputized by the POC ("**Proponent**"), shall submit a duly accomplished Cover Sheet (Annex D hereof) to the CCO. The Cover Sheet shall include relevant information on the RPT such as the relationship classification, interlocking directorships, type of transaction, terms and conditions, potential risks, documented benchmarks, and other pertinent details.

If comparable prices are unavailable, the POC or Proponent may use alternative price discovery mechanisms such as a bidding process, external expert's fairness opinion, or provide justification for the absence of comparable prices.

The CCO shall receive only duly-accomplished Cover Sheets.

(b) ***Docketing of RPTs.*** The CCO shall review the submitted Cover Sheet and evaluate whether the proposed transaction is considered an RPT within the contemplation of this Policy. Transactions which are confirmed to be RPTs shall then be evaluated on whether they are NMRPTs or MRPTs, as defined herein.

The CCO shall then docket the transaction as either a NMRPT or a MRPT. It is important to note that, before the commencement of any RPT, it shall be reviewed and approved by the corresponding approving authority.

(c) ***General Guidelines for the Review of RPTs***. The CCO shall elevate the docket containing the duly accomplished Cover Sheet, supporting documents, and the assessment report, for inclusion in the agenda of the Management Committee or RPT Committee or the Board for their respective review and approval, in accordance with the governing materiality threshold for the RPT.

When evaluating the RPTs, the relevant approving authority shall consider the following factors, in conjunction with Section G(2) of this Policy:

1. The terms of the transaction;
2. The aggregate value of the transaction;
3. Whether the terms of the transaction are no less favorable than those generally available to non-RPs under the same or similar circumstances;
4. The extent of the RP's interest in the transaction;
5. Purpose and timing of the transaction;
6. Whether the transaction would present an improper conflict of interest or special risks or contingencies for the Company or any of its Subsidiaries or Affiliates, or the RP, taking into account the size of the transaction and the overall financial position of the RP; and
7. Any material information or other factors that the designated approving authority deems relevant.

(d) ***Approval of NMRPTs.*** RPTs falling within NMRPT L2 shall be reviewed and approved by the RPT Committee while RPTs governed by NMRPT L3 shall be reviewed and approved by the Management Committee. A summary of all such approved NMRPTs shall be presented, on a periodic basis, to the Board for its notation.

(e) ***Approval of MRPTs.*** All individual MRPTs, whether Company MRPTs or SEC MRPTs, shall be reviewed and endorsed/approved by the RPT Committee.

Subsequently, such MRPTs shall likewise be approved by majority vote of the Board, except for the following, which shall require the approval of at least two-thirds (2/3) of the Board, with at least a majority of the independent directors:

1. MRPTs that breached the SEC Materiality Threshold; and

2. Aggregate RPTs with the same RP within a twelve (12) month period that exceeds the SEC Materiality Threshold.

In case the above-mentioned vote of the independent directors is not obtained, the subject MRPT may be ratified by the vote of the shareholders of the Company representing at least two-thirds (2/3) of the outstanding capital stock.

Directors and shareholders, as may be applicable, with Material Interest in the transaction, should abstain from participating in discussions and voting on the same. In case they refuse to abstain, their attendance shall not be counted for assessing the quorum and their votes shall not be counted for determining approval.

4. Report and Disclosure of Potential RPTs

(a) Any person who discovers potential RPTs shall report the same to the RPT Committee.
(b) Such report must include all relevant details (*i.e.*, the nature of the transaction, the parties involved, the terms and conditions of the transaction, and any other relevant information necessary for the evaluation and approval process).
(c) Directors, Officers, and shareholders with Material Interest in the transaction shall fully and timely disclose any and all material facts, including their respective interests in the RPT, and abstain from voting on the approval and management of such transaction or matter affecting the Company.
(d) In case they refuse to abstain, their attendance shall not be counted for the determination of a quorum and their votes shall not be counted for determining majority approval.

H. CONFLICT OF INTEREST

1. A director, Officer, or shareholder must disclose to the RPT Committee, through the CCO and CAG, all material facts related to any RPT as well as their direct or indirect financial interest in any matter that affects or is affecting the Company.

2. A director, Officer, or shareholder with an actual or potential conflict shall not participate in the discussion or decision-making process, and shall abstain from voting on the approval of the transaction.

3. Changes to these disclosures must be communicated promptly to the RPT Committee through the CCO and CAG.

4. Any member of the approving authority who has a potential interest in any RPT must inhibit themselves and abstain from the discussion and voting on the approval of the RPT.

5. Each director, Officer, or shareholder must promptly notify the RPT Committee as soon as they become aware of any transaction involving the Company with its RPs where such a director, Officer, or shareholder is a party to or stands to benefit from such a transaction, regardless of the amount of the transaction or contract.

I. WHISTLEBLOWING MECHANISMS

All directors, Officers, employees, or stakeholders are encouraged to communicate confidentially and without risk of reprisal, legitimate concerns about illegal, unethical or questionable RPT or those that did not undergo the proper review and approval process under this Policy. Reporting and investigation of Abusive RPTs shall be handled following the Company's Whistleblowing Policy and other relevant policies.

J. REMEDIES FOR ABUSIVE RPTS

Responsible persons found to be in willful violation of this Policy shall be subject to the corresponding procedures and penalties under the Company's Code of Business Conduct and Ethics, policies, and relevant laws, rules, and regulations, as may be applicable; provided that any penalty to be imposed herein shall be subject to consultations with the RPT Committee.

Penalties for violation of policies relating to Abusive RPTs *may* include: the nullification or revocation of any agreement or contract involved in the execution of such RPTs; restitution of actual losses suffered by the Company directly arising from the aforementioned violation; and the imposition of financial liability upon the responsible party who violated this Policy.

Pursuant to Sections 26 and 27 of the Revised Corporation Code, an interested director or Officer of a corporation shall be disqualified from being a director, trustee or Officer of any other corporation on the basis of a final judgment rendered by a court of competent jurisdiction against the interested director or Officer for abusive material RPTs. The disqualification shall be for a period of at least one (1) year or more, as may be determined by the SEC.

The imposition of the foregoing penalties shall be without prejudice to:

1. Civil or criminal penalties as may be provided by relevant laws, rules, and regulations;
2. Any other administrative penalties that may be imposed by the SEC; and
3. Any further penalties and remedies that the Company may pursue under equity and law.

K. REVIEW AND UPDATING OF RP REGISTRY

A RP Registry shall be maintained by the CCO, in collaboration with the CAG and other relevant business units. The RP Registry shall be reviewed and updated quarterly to capture organizational and structural changes in the Company and its RPs.

L. POST VERIFICATION OF RPTs

The CCO and the RPT Committee shall perform periodic post verification of MRPTs to ensure that the terms and conditions recommended by the Committee and approved by the Board are properly and correctly implemented.

M. DISCLOSURE AND REGULATORY REPORTING OF RPT

This Policy will be published on the Company's website. The Company shall disclose MRPTs in accordance with the rules of the SEC and/or The Philippine Stock Exchange, Inc., and when applicable. MRPTs shall be disclosed as part of the items approved during the Board meeting and may be indicated in the relevant financial reports of the Company as required under applicable law and disclosure requirements.

For SEC MRPTs, an Advisement Report (Annex "E" hereof) prescribed by the SEC shall be prepared by the Proponent with the assistance of the Finance Group, to be signed by the Company's

Corporate Secretary, Assistant Corporate Secretary, or an authorized representative, and shall be submitted or filed with the relevant regulatory bodies within three (3) calendar days from the execution date of the transaction.

The MRPTs reviewed and approved during the year shall be disclosed in the Company's Integrated Annual Corporate Governance Report.

The CCO and RPT Committee shall ensure compliance with the foregoing disclosure requirements.

N. SELF-ASSESSMENT AND REVIEW OF POLICY

The Internal Audit Team of the Company shall conduct a periodic review of the effectiveness of its system and internal controls governing MRPTs to assess consistency with Board-approved policies and procedures. The resulting audit reports, including exceptions or breaches in limits, shall be communicated directly to the RPT Committee and the Audit Committee.

The CCO shall ensure that the Company complies with relevant laws, rules, and regulations, and is informed of regulatory developments in areas affecting related parties. S/he shall aid in the review of the Company's transactions and identify any potential MRPTs that would require review by the RPT Committee and the Board. S/he shall ensure that this Policy is updated and is properly implemented throughout the Company.

The RPT Committee shall periodically review this Policy and may recommend amendments to this Policy as it may deem appropriate.

O. NOTIFICATION

The CCO shall (i) advise each of the Company's Subsidiaries and Associates of this Policy and (ii) work with the Subsidiaries and Associates to implement this Policy in case the Subsidiaries and Associates do not adopt their own RPT policy.

P. EFFECTIVITY OF THE POLICY

This Policy was approved by the Board on 17 June 2026, and shall take effect upon the listing of the securities of the Company in the Philippine Stock Exchange.

ANNEX A
RELATED PARTIES (INDIVIDUALS)

Please provide the requested information or put N/A if not applicable.
For the relationships that are required to be disclosed under this Policy, please refer to the table below.

Spouse's Name:	
Company:	
Relative's Name:	
Relationship:	
Company:	
Relative's Name:	
Relationship:	
Company:	
Relative's Name:	
Relationship:	
Company:	
____	**There are no related parties for me to disclose.**

TABLE ON DEGREES OF RELATIONSHIP

Degree of Relationship	Consanguinity (Blood Relatives)	Affinity (Marriage / In-Laws)
1st Degree	Parents Children	Parents-in-law Children-in-law
2nd Degree	Siblings Grandparents Grandchildren	Siblings-in-law Grandparents-in-law Grandchildren-in-law
3rd Degree	Uncles / Aunts Nephews / Nieces Great-Grandparents Great-Grandchildren	Uncles / Aunts-in-law Nephews / Nieces-in-law Great-Grandparents-in-law Great-Grandchildren-in-law
4th Degree	First Cousins Great-Uncles / Great-Aunts Grand-Nephews / Grand-Nieces Great-Great-Grandparents	First Cousins-in-law Great-Uncles / Great-Aunts-in-law Grand-Nephews / Grand-Nieces-in-law Great-Great-Grandparents-in-law

ANNEX B
RELATED PARTIES (ENTITIES)

	COMPANY	RELATIONSHIP
1.		
2.		
3.		
4.		
5.		

ANNEX C
INTERLOCKING DIRECTORSHIPS OR OFFICERSHIPS

Please provide the requested information or put N/A if not applicable.

COMPANY *(e.g., Corp. name, Partnership name)*	**LISTED / NON-LISTED**	**TYPE OF DIRECTORSHIP / OFFICERSHIP** *(e.g., Independent Director, Non-Executive Director, Executive Director, Chairman, President, CEO, COO, CFO)*

ANNEX D
COVER SHEET

RECEIPT BY COMPLIANCE OFFICER OF COVER SHEET:
Name and signature: ______________________
Date: _____________

A. INTRODUCTION

Parties:	
Relationship:	
Proposed Transaction:	
Amount:	
Purpose / Justification for the proposed transaction:	
Deviation from Standard Rates and Terms / Obtained Approval/s, if there's any:	

B. BRIEF BACKGROUND/HISTORY OF RELATIONSHIP

C. COMPARABLE TRANSACTIONS WITH NON-RELATED PARTIES (MINIMUM OF 3)

Company	Type of Transaction	Terms and Conditions	Pricing	Remarks

D. SUPPORTING DOCUMENTS SUBMITTED

Name of Document	Purpose of Document	Link to the Document
	Service Level Agreement / Intercompany Agreement and Similar Document Supporting the Proposed Transaction	
	Organizational Structure / Conglomerate Map (as applicable)	
	Price Discovery Documentation	

Prepared by: **Name** Designation	**Price discovery conducted by:**
Approved by: **Name** Designation	**Compliance Reviewer/s:** **Atty. Maria Corazon PMR Alvarez-Adriano** *Chief Legal and Compliance Officer*

ACTION OF THE CHIEF COMPLIANCE OFFICER:
For referral:
○ Non-Material Related Party Transaction
○ Material Related Party Transaction
To note: ○ NOT RPT
Name and signature: ______________________
Date: _____________

ACTION OF THE MANAGEMENT COMMITTEE (for RPTs <Php50 Million):
○ Approved
○ Denied
Meeting Date: _____________
Receipt by Management Committee of Docket: _____________

RECEIPT BY CAG / RELATED PARTY TRANSACTIONS COMMITTEE OF DOCKET:
Name and signature: ____________________
Date: ____________

ACTION OF THE RELATED PARTY TRANSACTIONS COMMITTEE:
○ Non-Material Related Party Transaction Approved
○ Non-Material Related Party Transaction Denied
○ Material Related Party Transaction for Board Approval
○ Material Related Party Transaction Denied
Name and signature: ____________________
Date: ____________

ACTION OF THE BOARD OF DIRECTORS (for MRPTs):
○ Approved
○ Denied
○ For ratification of stockholders due to insufficient no. of votes from independent directors
Name and signature: ____________________
Date: ____________

ANNEX E
ADVISEMENT REPORT ON MATERIAL RELATED PARTY TRANSACTIONS

Reporting PLC: ___________________________
SEC Identification Number: ___________________
Name of Related Parties: _____________________
Execution date of Transaction: ________________
Relationship between the Parties, including financial/non-financial interest: ____

Type / Nature of Transaction and Description of Assets Involved	Terms and Conditions	Rationale for Entering into the Transaction	Total Assets of Reporting PLC[1]	Amount / Contract Price	Percentage of the Contract Price to the Total Assets of the Reporting PLC	Carrying Amount of Collateral, if any	Approving Authority[2]

SIGNATURES

Pursuant to the requirements of the Commission, the Corporation has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

(Name of Reporting PLC)
By:

____
Name and Signature of the Authorized Representative[3]

(Name of Reporting PLC)
By:

____
Name and Signature of the Authorized Representative[4]

1 Total assets shall pertain to consolidated assets if the reporting PLC is a parent company.
2 The information shall include the names of directors present, names of directors who approved the Material Related Party Transaction and the corresponding voting percentage obtained.
3 Proof of authority must be attached to the Advisement Report.
4 Proof of authority must be attached to the Advisement Report.