**POLICY STATEMENT**

Universal Robina Corporation ("URC" or the "Company"), is committed to upholding the core values of possessing an entrepreneurial mindset, stewardship, and acting with honor and integrity in all the undertakings. Accordingly, it is the duty of the Company to protect the interests of all stakeholders and ensure that procedures are in place to guide its directors, employees, on-the-job trainees, consultants and agents or representatives, ("Covered Persons"), in handling transactions where actual, potential, or perceived conflicts of interest may arise.

Also, consistent with the Company's avowed governance principles and values of accountability, integrity, fairness and transparency, all Covered Persons are committed to ensure compliance with all applicable laws, rules, regulations and company policies, systems, practice, orders and similar official corporate issuances. In this regard, all Covered Persons shall ensure that all work-related decisions, actions, or inactions are above-board and based on sound business principles and judgment and devoid of bias or partiality.

**OBJECTIVES**

This Policy aims to:

1. Strengthen the stakeholders' confidence in the good governance of the Company by promoting the core value of integrity and reinforcing its Code of Business Conduct and Ethics, Anti-Bribery and Anti-Corruption policies and programs, Whistleblowing Policy, and other applicable Corporate Governance policies.
2. Ensure that business decisions always reflect independent judgment and discretion, and are based on the best interests of the Company.
3. Ensure that actual or potential conflicts of interest are handled and prevented by providing clear guidelines to all Covered Persons.
4. Ensure Immediate Heads and BU Heads are aware of the activities of employees or representatives of the Company under their control and supervision in line with the Code of Business Conduct and Ethics.
5. Ensure all Covered Persons are aware that they should disclose to the Immediate Heads, BU Heads or IECON Secretariat existing or potential conflicts of interests that they are or may become aware of.

**SCOPE AND COVERAGE**

This Policy covers and applies to:

1. All URC directors and employees ("Directors and Employees").
2. All consultants (new and current), on-the-job trainees, agents or representatives of the Company, and other similar roles ("Engaged Personnel").
3. As appropriate, subcontractors and other external collaborators shall also comply unless their institution/company provides adequate assurance that they are in compliance with this Policy.
4. All conflicts of interest are defined herein and shall be read in conjunction with URC's Code of Business Conduct and Ethics, Anti-Bribery and Anti-Corruption Policy, Whistleblowing Policy, among other Corporate Governance policies.

5. Disclosure, review, resolution, applicable sanctions for the violation of this policy and the exercise of necessary oversight of conflicts of interest.

**DEFINITION OF TERMS**

1. **Affiliate** – refers to any person, entity, organization, business or venture with whom/which an Employee has an affiliation, personal relationship or financial involvement. These include, among others:
2. **Agents or Representatives** – refer to persons who act on behalf of, or who are authorized to perform acts or participate in transactions of the Company, its subsidiaries and affiliates.
3. **Associates** – refer to third parties with existing or previous close personal or business affiliation or relationship with a Covered Person in view of which said Covered Person's decisions or actions in the best interest of URC or its subsidiaries is unduly affected or compromised.
4. **Business Unit (BU) / Corporate Functional (FX) Heads** – refer to Officers designated as the heads of their respective Divisions, Business Units or Global/Corporate Functions.
5. **Consultants** – refer to and include professional consultants, firms, partnerships, counsels, or such other professional entities or individuals rendering professional or specialized expert services to URC and/or any of its subsidiaries, as well as advisors of the Company who may be appointed by the Board of Directors or the Company President and CEO, or who act as representatives of the Company's investors, shareholders, affiliates or partners.
6. **Human Resources Group (HR)** – refers to Human Resources teams of the Company that are responsible for recruiting, hiring, and training job applicants as well as handling employee terminations, and compensation and benefits, among others.
7. **Conflict of Interest (COI)** – exists if in the course of employment, a person's judgment and discretion could be influenced or is influenced by considerations of personal gain or benefit or interferes or appears to interfere in any way with the interests of the Company as a whole. It occurs when an individual is in a situation that may allow them to exploit their position for personal gain or benefit or take actions or have interests that make or appear to make it difficult to perform his or her Company work objectively and effectively. COI can also arise when an employee and/or his Affiliate receives or will receive improper Personal Benefit from a transaction with URC and/or its subsidiaries as a result of an Employee's position in URC and/or any of its subsidiaries.
8. **Director** – refers to member of Board of Directors who is the governing body elected by the Shareholders that exercises the corporate powers of a corporation, conducts all its business and controls its properties.
9. **Employee** – refers to any individual hired by the Company for salaries and/or benefits provided in regular amounts at stated intervals in exchange for services rendered personally for the Company's business on a regular basis and who does not provide such services as part of an independent business. This includes the Company's officers, supervisors, rank and file, whether regular or probationary, as well as Fixed Term Employees.

10. **Fixed-Term Employee (FTE)** – refers to an employee who retires at 60 years old and his/her employment services are re-contracted by the Company on a pre-determined period of time.

11. **Integrity and Ethics Council (IECON)** – refers to the group composed of Chief Compliance Officer (CCO), Chief Human Resources Officer (CHRO), and Chief Legal Officer (CLO) and Head of Internal Audit, designated by the Company to handle any Conflict of Interest (COI) matter.

12. **IECON Secretariat** – refers to the group designated to assist the IECON in administrative, reportorial, and other functions.

13. **Immediate Head** – the personnel in the Company to whom an employee directly reports and who exercises control over the work performance of the latter.

14. **Manual Self-Disclosure Form (MSDF)** – refers to the document manually filled out by a Covered Person as an alternative to the Online Self-Disclosure Form (OSDF) to declare any actual or potential COI by answering guide questions therein and providing other relevant information.

15. **Mandatory Annual Self-Disclosure Activity** – the once-a-year campaign requiring all directors and employees to submit an SDF within thirty (30) working days after the end of the calendar year or from the date of the email notification from HR.

16. **On-Demand or Deemed as Necessary Self Disclosure** – Self-disclosures of conflict of interest that are not covered by the Mandatory Annual Self-Disclosure Activity, or those that are on-demand or to be submitted as the need arises, i.e. disclosures of newly-hired employees, new consultants and agents or representatives of the Company, or each time that a Covered Person would like to disclose new information to avoid potential and actual conflict of interest, or as deemed necessary by the Chairman, President and CEO, BU Head, and/or other authorized Company representative, such as the Immediate/BU Head, HR, and IECON. Covered Persons may submit an On-Demand Self-Disclosure Form through the OSDF (as hereunder defined) or MSDF, as necessary.

17. **Online Self-Disclosure Form (OSDF)** – refers to the online form of disclosing of actual or potential COI. The digital and paperless disclosure form is intended to help reduce paper cost and saves time related to data administration, and information retrieval and maintenance. This online form can be accessed by all Company employees who are required to declare any actual or potential COI.

18. **Personal Benefit** – refers to gain or advantage, whether material or non-material, directly or indirectly provided to or received by a Covered Person and/or his Affiliate, such as financial gain, professional advancement, travel, facilities and/or accommodation, benefits, entertainment, preferential treatment in personal transaction, and other similar advantages.

19. **Project** – refers to the Company's capital expenditure (CAPEX) undertakings that are composed of fixed assets procured per project timetable. These projects are generally revenue generating (e.g. acquisitions of investment property and property, plant and equipment during the period, including those acquired through business combination).

20. **Relatives** – relatives of up to the third degree, by consanguinity, affinity or legal

adoption, including spouse, parents, children (and their spouses), siblings (and their spouses), nieces and nephews (limited to children of brother and sisters) (and their spouses), grandparents, and aunts and uncles (limited to sisters or brothers or parents); and a domestic partner and his relatives of up to third degree, by consanguinity, affinity or legal adoption.

21. **Self-Disclosure Form (SDF)** – refers to either the MSDF or OSDF, which may be filed annually or on-demand/as deemed necessary.
22. **Stakeholders** – in this Policy refer to shareholders, directors, officers, employees, consultants, agents, representatives, business partners, and customers of the Company, its subsidiaries and affiliates.
23. **Subsidiary** – refers to a Company where the Parent Company is the legal or beneficial owner of more than fifty percent (50%) of the issued and outstanding capital stock of the subsidiary company.
24. **On-the-Job Trainee** - refers to an individual who is undergoing training in a practical work environment to acquire specific skills or knowledge related to a job or profession. The training typically involves a combination of instruction and hands- on experience under the supervision of experienced employees or trainers.
25. **Third Party** – refers to an individual, entity, organization and/or its representatives that has existing and/or intended business dealings with the Company. This includes prospective or existing suppliers, contractors, buyers, dealers and customers.

**GENERAL POLICY**

1. As a policy, transactions which are or may have potential of being deemed as COI transactions are prohibited. The business decisions of all Covered Persons must be based on the best interest of the Company and its subsidiaries and affiliates and must not be motivated by personal considerations and other relationships that can interfere with their independent and objective judgment.
2. All Covered Persons have an obligation and are expected to act in the best interests of the Company.
3. All Covered Persons shall not give undue preferential treatment to any individual or entity with whom the Company and/or any of its subsidiaries does business.

   Further, they shall avoid:

   3.1. situations where personal interest conflicts with the interests of the Company;

   3.2. circumstances that could, or could be reasonably expected to, impair their objectivity in the performance of their duties and obligations to URC, and/or any of its subsidiaries; and

   3.3. competing with the Company, nor shall he or she allow business dealings on behalf of the Company to be influenced, or even appear to be influenced, by personal or family interests.

   In this regard, all Covered Persons are prohibited from participating in any part of the transactions, dealings or decision-making process with respect to any existing or potential supplier, contractor, or business partner of the Company in which they or their Affiliate have an interest, including any acts that may be deemed as seeking to influence any action or inaction with respect to such parties.

4. All employees that recommend, endorse, or approve the procurement or sale of goods and services shall make a conscious effort to avoid any COI situation in transactions that they are involved in.

   4.1. Authorized Employees shall select and deal with suppliers, contractors, business partners, consultants and third parties doing or seeking to do business with JSGHI and/or any of its subsidiaries in an impartial manner. In this connection, authorized Employees shall award and maintain contracts or transactions on arm's length commercial terms, based only on the best interest of URC and/or any of its subsidiaries and under strict rules of fairness and confidentiality. The foregoing standards shall also be observed with respect to contracts and transactions between companies within the conglomerate.

**Areas in which Conflict of Interest May Arise**

5. The areas enumerated are descriptive only and not exhaustive. Other areas not described herein shall be evaluated on a case-to-case basis within the standards and parameters set forth in the Code of Business Conduct and Ethics, and other applicable Corporate Governance policies.

   5.1. Gifts and Entertainment;

   5.2. Bribes;

   5.3. Personal Use of Suppliers, Contractors and Professional Service Providers;

   5.4. Financial Interest in Third Parties;

   5.5. Loans;

   5.6. Outside Business Activities;

   5.7. Competition with the Company;

   5.8. Confidential Information;

   5.9. Preservation and Protection of Company Resources; and

   5.10. Solicitations for Company Sponsored Employee-Related Activities

6. COI can also arise in a wide range of human resources matters, such as recruitment, selection and placement, promotion, disciplinary procedures, staff development, performance review, benefits and remuneration. In this area, employees shall ensure that they treat each other, as well as prospective employees, with respect, fairness, impartiality, and equal opportunity, including respect for varying views and individual ideas, regardless of rank, seniority or relationship. Employees shall avoid any action or inaction that gives undue preferential treatment or discriminates against any employee or prospective employee.

**Orientation**

7. All new employees shall undergo orientation of the Code of Business Conduct and Ethics, Anti-Bribery and Anti-Corruption, Whistleblowing, Conflict of Interest, among other Corporate Governance policies upon their employment as part of the employee- orientation program. All current employees shall undergo a

refresher course on the said policies, as necessary.

**Disclosure as Key Mechanism**

8. Many potential COI transactions do not constitute actual conflicts or may be acceptable with proper oversight and safeguards. Proper disclosure is the key mechanism to bring potential COI to light for further evaluation, and for oversight, when necessary.

9. Covered Persons shall promptly disclose any potential relationships, actions or transactions (including those involving relatives) that reasonably could be expected to give rise to a COI to the company to ensure that potential COI are surfaced and brought to the attention of management. They are required to accomplish the SDF or via other reporting channels deemed necessary.

**Mandatory Annual Self-Disclosure Activity**

10. All current employees are required to annually accomplish the OSDF within thirty (30) working days after the end of the calendar year or from the date of the email notification from HR and submit the same to the Receiving / Approving Authority listed in Item 12 of this Policy.

11. Directors shall accomplish annually the MSDF for Directors within thirty (30) working days after the date of the email notification from the Corporate Secretary, unless already disclosed elsewhere, and submit the same to the IECON Secretariat through the Corporate Secretary.

12. For the purpose of the Mandatory Annual SDF, the following shall receive the SDF and act on a potential or actual COI of the following individuals:

| Covered Person | Receiving | Approving Authority (AA) |
|---|---|---|
| For Directors | IECON Secretariat through the Corporate Secretary then to IECON for recommendation | Board of Directors through its Chairman |
| For Employees | IECON Secretariat through HR then to IECON for recommendation | BU/Functional Head – for employees<br>Company President – for BU/FX Heads and their Direct Reports |

**On-Demand or Deemed as Necessary Self-Disclosure**

13. For disclosures that are not covered by the Mandatory Annual Self-Disclosure Activity, or those that are on-demand or to be filed as necessary, the following shall receive the SDF and act on the potential or actual COI of the following individuals:

| Covered Person | Receiving | Approving Authority (AA) |
|---|---|---|
| For Directors | IECON Secretariat through the Corporate Secretary then to IECON for recommendation | Board of Directors through its Chairman |
| For Employees | Immediate Head or HR | BU/Functional Head – for employees<br>Company President |
| Newly-hired Employees | HR | |

| | | |
|---|---|---|
| | | – for BU/FX Heads and their Direct Reports |
| Engaged Personnel: New or current Consultants, On- the-Job Trainees, Agents or representatives of the Company, and other similar roles | The BU/Functional Head of the respective BU or group for which the Engaged Personnel renders professional service | |

In all cases, the IECON Secretariat may likewise receive the SDF of Covered Persons, submitted to them, and endorse the same to the appropriate Approving Authority.

14. All Covered Persons may submit a new On-Demand SDF at any time that they would like to disclose new information to avoid potential and actual COI.
15. Newly-hired employees, shall accomplish an MSDF upon their employment, which forms part of their pre-onboarding requirements and submit the same to HR, who shall forward the accomplished MSDF to the concerned BU/FX Head, if with noted COI for the latter's review and disposition.
16. Engaged Personnel shall submit an MSDF to their BU Head prior to their engagement.
17. As deemed necessary by the Chairman, President and CEO, and/or other authorized Company representatives; team members or employees involved in a project, or Engaged Personnel, may be required to make disclosures concerning actual or potential COI by submitting an SDF.

**Procedure for Disposition of Conflict of Interest**

18. IECON Secretariat shall prepare a report on the disclosures with noted actual or potential COI and submit said report to IECON.
19. IECON shall convene for recommendations after receipt of an endorsement from IECON Secretariat regarding submitted disclosures with actual or potential COI.
20. HR shall notify the Covered Persons who submitted an SDF (annual or on-demand) with actual or potential COI to refrain from participating in such transactions while approval is pending.
21. Concerned Covered Persons must inhibit themselves from any direct or indirect participation or involvement at any stage of the transaction pending approval.
22. Concerned Covered Persons must cooperate with the Immediate or BU Heads, HR, IECON Secretariat and/or IECON, or other authorized bodies, by providing information and documents when requested.

**IECON Recommendations**

23. IECON recommendation on COI situations may be, but not limited to the following:

    23.1. Allow the activity to go forward without modification;

    23.2. Require some specific type of administrative oversight or management;

    23.3. Ensure withdrawal or reduction of involvement of the concerned from the activity;

23.4. Require divestiture of relevant personal interest;

23.5. Suspend the project or activity;

23.6. Endorse the concerned employee to proper law authorities; or

23.7. Other courses of action as deemed necessary.

**Appeal**

24. The remedy of appeal is available to Concerned Employee who deems the final decision as unacceptable.

25. Any appeal by an employee shall be directed to the IECON who shall review and decide on the appeal. The IECON shall exercise discretion on appealed cases that will be endorsed or recommended to the President and CEO for final resolution. An appeal can only be made once, within fifteen (15) working days from receipt of notice from the IECON.

**Confidentiality of Disclosures**

26. All records or information that are provided in the employee's SDF are confidential information.

27. Any information disclosed as required herein shall be used solely for administering this Policy and may not be used for any other purpose.

28. Unauthorized use of disclosed information aside from administering this Policy shall be deemed unethical and shall be sanctioned following the Employee Handbook (i.e., OSDA).

**Non-Submission**

29. Employees who do not submit their SDF as per Policy shall be sanctioned following the provisions of the Employee Handbook.

30. Failure or intentional non-disclosure of information (i.e., it is discovered that employee is involved in a COI situation) as required in this Policy and Code of Business Conduct and Ethics shall be sanctioned following the provisions of the Employee Handbook.

**Conflict Resolution**

31. In cases when a COI is deliberately concealed or when a solution cannot be found, disciplinary action may be invoked, including termination.

32. Members of IECON, IECON Secretariat and other concerned group/s who are involved in handling the COI disclosure/report and have a personal interest due to inter-departmental relationships, such as collaboration with the employee whose case is under consideration or have fiscal interest, shall inhibit themselves from discussion of a particular case.

**INQUIRIES/ GUIDANCE**

For inquiries or guidance regarding this policy, or for assistance in determining whether a COI exists in any particular situation, concerned covered person is encouraged to approach or email the IECON or IECON Secretariat at iecon@urc.com.ph.

**POLICY VIOLATION**

Any violation of this Policy shall be dealt with in accordance with the appropriate provision/s of the Company's Code of Business Conduct and Ethics i.e., Offenses Subject to Disciplinary Action (OSDA). Any penalty imposed by URC shall not prejudice any legal action or criminal case which may be filed against the erring Covered Person or Third Party.

| | |
|---|---|
| **AWARENESS AND EDUCATION** | Trainings on this Policy shall be conducted by the Company. This Policy, along with other Corporate Governance Policies of URC, may likewise form part of the onboarding materials that Human Resource department may conduct for newly hired employees, including other concerned Covered Persons as appropriate, to promote greater awareness of this Policy's objectives, as necessary.<br><br>Other forms of information campaign shall be conducted periodically in order to raise awareness among all concerned personnel, which includes keeping the Policy available in the Company website and regular email reminders. |
| **REFERENCES** | This Policy establishes a global policy framework and serves as a primary reference for all Business Units (BUs). International markets, in particular, are encouraged to translate and adapt this guideline into their local language to ensure it is clearly understood and compliant with regional laws and cultural norms.<br><br>This Policy shall be read and implemented in conjunction with all other relevant Company policies to ensure consistency and alignment:<br>• Anti-Bribery and Anti-Corruption Policy,<br>• Code of Business Conduct and Ethics Policy,<br>• Insider Trading Policy,<br>• Corporate Disclosure Policy,<br>• Whistleblowing Policy,<br>• Offenses Subject to Disciplinary Action (OSDA), among others. |
| **APPENDICES & EXHIBITS** | APP. 01 – Responsibilities<br><br>EXH.01 – Manual Self-Disclosure of Conflict-of-Interest Form for Employees and Engaged<br><br>EXH.02 – Manual Self-Disclosure of Conflict-of-Interest Form for Directors (On-Demand or Annual) |
| **EFFECTIVITY CLAUSE** | This Guidelines shall take effect immediately after approval date and shall continue to be in full force unless superseded by new policies and guidelines. |

**-o0o-**

**MANUAL SELF-DISCLOSURE OF CONFLICT OF INTEREST FORM**

Name: ____________________ Date Submitted: ____________________

**INSTRUCTIONS: Read each question carefully. Answer by ticking either "YES" or "NO" in each answer box. If you answered YES to any of the questions, please provide the necessary details on the space provided. If more space is required, use another sheet, duly signed & attached to this form. Italicized terms are defined at the bottom of this Form.**

**I. Dealings/Transactions with a Business Enterprise which is a <u>Major, Direct or Significant Customer, Supplier or Competitor</u> of the Company, including its *subsidiaries* and *affiliates* ("Subject Enterprise"):**

1. Are you or any of your ***relatives*** a director, officer, owner, partner, employee, agent, consultant, or advisor to any Subject Enterprise?

☐ Yes ☐ No

If you answered "YES" to the question, please provide the following details <u>relevant to you, and/or your Relative (if applicable), and to the Subject Enterprise</u>:

Name of Relative (if applicable): ____________________

| | Employee Details | Relative Details (if applicable) |
|---|---|---|
| Business Name of Subject Enterprise: | | |
| Position: | | |
| Business Type: | | |
| % of Direct Ownership: | | |
| % of Indirect Ownership: | | |
| Details of ***participation*** in any ***transaction*** with the Subject Enterprise: | | |

2. Do you or your ***relatives*** have a ***significant financial interest*** in any Subject Enterprise?

☐ Yes ☐ No

If you answered "YES" to the question, please provide the following details <u>relevant to you, and/or your Relative (if applicable), and to the Subject Enterprise</u>:

| | Employee Details | Relative Details (if applicable) |
|---|---|---|
| Business Name of Subject Enterprise: | | |
| Position: | | |
| Business Type: | | |
| % of Direct Ownership: | | |
| % of Indirect Ownership: | | |
| Details of ***participation*** in any ***transaction*** with the Subject Enterprise: | | |

Name of Relative (if applicable): ____________________

**II. Business Dealings/Transactions Similar to the Work Performed in the Company, including its *subsidiaries* and *affiliates***

3. Do you or your ***relatives*** have a ***significant financial interest*** in any business enterprise ("Subject Enterprise") that engages in any business or activity or provides services identical or in any way similar to the work you are charged to

perform for the Company, **including its *subsidiaries* and *affiliates***?

☐ Yes ☐ No

If you answered "YES" to the question, please provide the following details relevant to you, and/or your Relative (if applicable), and to the Subject Enterprise:

Name of Relative (if applicable): ____________________

| | **Employee Details** | **Relative Details (if applicable)** |
|---|---|---|
| Business Name of Subject Enterprise: | | |
| Position: | | |
| Business Type: | | |
| % of Direct Ownership: | | |
| % of Indirect Ownership: | | |
| Details of Work Performed Similar to Subject Enterprise: | | |
| Details of ***participation*** in any ***transaction*** with the Subject Enterprise: | | |

**III. Work Outside the Company, including its *subsidiaries* and *affiliates***

4. Aside from your employment with the Company, do you engage in the practice of profession outside of work?

☐ Yes ☐ No

| | |
|---|---|
| Third Party Company Name/s: | |
| Business type/s: | |
| Days and time when outside work is performed: | |
| Nature of work performed: | |

If you answered "YES" to the question, please provide the following details:

**IV. Relatives in the Company, including its *subsidiaries* and *affiliates***

5. Is any of your ***affiliate*** a director, employee, agent, consultant, or advisor in the Company, **including its *subsidiaries* and *affiliates***?

☐ Yes ☐ No

If you answered "YES" to the question, please provide the following details:

| | |
|---|---|
| Name of Affiliate: | |
| Name of Company (indicate whether in URC, or subsidiary/affiliate of URC): | |
| Position: | |

Does the affiliate work under your direction, control and supervision, vice versa?

Do you and said affiliate work together or collaborate within the Group? Please provide details.

**V. Other Conflict of Interest Areas**

6. Do you have personal ***transactions*** (i.e., obtained a ***loan,*** hired the services, etc.) with any supplier, contractor or business associate of the Company, **including its *subsidiaries* and *affiliates***?

☐ Yes ☐ No

If you answered "YES" to the question, please provide the following details:

| | |
|---|---|
| Third Party Company Name: | |
| Name of Supplier, Contractor, Business Associate: | |

Details of personal ***transactions*** (If applicable, including amount/benefit involved):

**<u>Gifts Disclosure</u>:**

1. Did you accept a ***gift*** from ***third-party*** donor/s with estimated retail value of OVER Php 4,000.00 (OVER PESOS FOUR THOUSAND) during Christmas season?

☐ Yes ☐ No

| | |
|---|---|
| Name of Third-Party Donor: | |
| Third Party Company Name: | |
| Position in his/her Company: | |
| Nature of Transaction with Third-Party Donor: | |
| Gift Item & Description: | |
| Estimated Retail Value: | |

If you answered "YES" to the question, please provide the following details relevant to the THIRD-PARTY DONOR:

| | |
|---|---|
| ☐ I acknowledge and warrant that my personal information and disclosures in this form are accurate and provided voluntarily. I have read and fully understood the Code of Business Conduct and Ethics ("Code") and all related policies as well as undertaken the Business Conduct Refresher Course. I have complied with all my obligations under the Code and disclosed all relevant information herein. I undertake to update my Self-Disclosure Form in case any change occurs within the calendar year. Further, I authorize the Company to verify and investigate any and all of my disclosures. I accept that any misrepresentation that I made may be sufficient cause for my dismissal. | Name and Signature |

**DEFINITION OF TERMS**

1. **Relative** – refers to relative up to the third degree by consanguinity, affinity or legal adoption, including spouse, parents, children (and their spouses), siblings (and their spouses), nieces and nephews (limited to children of brother and sisters) (and their spouses), grandparents, and aunts and uncles (limited to sisters or brothers or parents); and a domestic partner and his relatives of up to third degree by consanguinity, affinity or legal adoption.
2. **Significant Financial Interest** – at least 10% direct or indirect ownership of a business organization. Financial interest also includes employment and contractual relationships.
3. **Participation** - refers to involvement in a transaction on behalf of the company, if you have acted directly or have recommended, directed, authorized or approved the action of another who has acted for the company in the transaction, or if you have been involved in the selection or specification of the property purchased, sold or leased or the services procured, even though you have not been involved in the actual negotiation or transaction.
4. **Transactions** – refer to purchases, sales, leases, and contracts for the purchase, sale or lease of property, goods or services of any kind.
5. **Loan** – refers to a loan of money, property, or services other than a bank loan at prevailing interest rates.
6. **Affiliate** – refers to any person, entity, organization, business or venture with whom/which an Employee has an affiliation, personal relationship or financial involvement.
7. **Third party**- an individual, entity, organization and/or its representatives that has existing and/or intended business dealings with the Company. This includes prospective or existing suppliers, contractors, buyers, dealers and Customers.
8. **Gift**- a thing(s), present, sponsorships, or any other personal benefit given by Third Parties to Directors, Employees, Consultants with whom they transact, whether directly or indirectly, in relation to Company business dealings, and regardless of the place where such gifts are offered to or received by a Director, Employee or Consultant.
9. **Subsidiary** – refers to a Company where the Parent Company is the legal or beneficial owner of more than fifty percent (50%) of the issued and outstanding capital stock of the subsidiary company.

**MANUAL SELF-DISCLOSURE FORM OF CONFLICT OF INTEREST**
**For the Board of Directors**

Name: ______________________ Date Submitted: ______________

**INSTRUCTIONS: Read each question carefully. Answer by ticking either "YES" or "NO" in each answer box. If you answered YES to any of the questions, please provide the necessary details on the space provided. If more space is required, use another sheet, duly signed & attached to this form. Italicized terms are defined at the bottom of this Form.**

**I. Dealings/Transactions with a Business Enterprise which is a Major, Direct or Significant Customer, Supplier or Competitor of the Company, including its *subsidiaries* and *affiliates* ("Subject Enterprise"):**

1. Are you or any of your ***relatives*** a director, officer, owner, partner, employee, agent, consultant, or advisor to any Subject Enterprise?

☐ Yes ☐ No

If you answered "YES" to the question, please provide the following details relevant to you, and/or your Relative (if applicable), and to the Subject Enterprise:

Name of Relative (if applicable): ___________________

| | **Director Details** | **Relative Details** |
|---|---|---|
| Business Name of Subject Enterprise: | | |
| Position: | | |
| Business Type: | | |
| % of Direct Ownership: | | |
| % of Indirect Ownership: | | |
| Details of ***participation*** in any ***transaction*** with the Subject Enterprise: | | |

2. Do you or your ***relatives*** have a ***significant financial interest*** in any Subject Enterprise?

☐ Yes ☐ No

If you answered "YES" to the question, please provide the following details relevant to you, and/or your Relative (if applicable), and to the Subject Enterprise:

Name of Relative (if applicable): ___________________

| | **Director Details** | **Relative Details** |
|---|---|---|
| Business Name of Subject Enterprise: | | |
| Position: | | |
| Business Type: | | |
| % of Direct Ownership: | | |
| % of Indirect Ownership: | | |
| Details of ***participation*** in any ***transaction*** with the Subject Enterprise: | | |

**II. Business Dealings/Transactions Similar to the Work Performed in the Company, including its *subsidiaries* and *affiliates***

3. Do you or your ***relatives*** have a ***significant financial interest*** in any business enterprise ("Subject Enterprise") that engages in any business or activity or provides services identical or in any way similar to the work you are charged to perform for the Company, **including its *subsidiaries* and *affiliates?***

☐ Yes ☐ No

If you answered "YES" to the question, please provide the following details relevant to you, and/or your Relative (if applicable), and to the Subject Enterprise:

Name of Relative (if applicable): ___________________

| | **Director Details** | **Relative Details** |
|---|---|---|
| Business Name of Subject | | |

| | | |
|---|---|---|
| Enterprise: | | |
| Position: | | |
| Business Type: | | |
| % of Direct Ownership: | | |
| % of Indirect Ownership: | | |
| Details of Work Performed Similar to Subject Enterprise: | | |
| Details of ***participation*** in any ***transaction*** with the Subject Enterprise: | | |

**III. Directorship/s Outside the Company, including its *subsidiaries* and *affiliates***

4. Aside from Universal Robina Corporation., do you hold directorships outside the ***Company,* including its *subsidiaries* and *affiliates***?

☐ Yes ☐ No

If you answered "YES" to the question, please provide the following details:

| | |
|---|---|
| Third Party Company Name/s: | |
| Business type/s: | |
| Type of Directorship (Executive Director/ Non-Executive Director/Independent Director/Lead Independent Director: | |

**IV. Relatives in the Company, including its *subsidiaries* and *affiliates***

5. Is any of your ***affiliate*** a director, employee, agent, consultant, or advisor in the Company, **including its *subsidiaries* and *affiliates***?

☐ Yes ☐ No

If you answered "YES" to the question, please provide the following details:

| | |
|---|---|
| Name of Affiliate: | |
| Name of Company (indicate whether in URC, or subsidiary/affiliate of URC): | |
| Position: | |

Does the affiliate work under your direction, control and supervision, vice versa?

Do you and said affiliate work together or collaborate within the Group? Please provide details.

**V. Other Conflict of Interest Areas**

6. Do you have personal ***transactions*** (i.e., obtained a ***loan*,** hired the services, etc.) with any supplier, contractor or business associate of the Company, including its subsidiaries and affiliates?

☐ Yes ☐ No

If you answered "YES" to the question, please provide the following details:

| | |
|---|---|
| Third Party Company Name: | |
| Name of Supplier, Contractor, Business Associate: | |

Details of personal ***transactions*** (If applicable, including amount/benefit involved):

**Gifts Disclosure:**

1. Did you accept a ***gift*** from ***third-party*** donor/s with estimated retail value of OVER Php 4,000.00 (OVER PESOS FOUR THOUSAND) during Christmas season?

☐ Yes ☐ No

| | |
|---|---|
| Name of Third-Party Donor: | |
| Third Party Company Name: | |
| Position in his/her Company: | |
| Nature of Transaction with Third-Party Donor: | |
| Gift Item & Description: | |
| Estimated Retail Value: | |

If you answered “YES” to the question, please provide the following details relevant to the THIRD-PARTY DONOR:

☐ I acknowledge and warrant that my personal information and disclosures in this form are accurate and provided voluntarily. I have read and fully understood the Code of Business Conduct and Ethics (“Code”) and all related policies as well as undertaken the Business Conduct Refresher Course. I have complied with all my obligations under the Code and disclosed all relevant information herein. I undertake to update my Self-Disclosure Form in case any change occurs within the calendar year. Further, I authorize the Company to verify and investigate any and all of my disclosures. I accept that any misrepresentation that I made may be sufficient cause for my dismissal.

☐ I authorize the Company to collect, use, store, disclose, modify, transfer, retain and/or otherwise process any personal data stated in this form or I have provided to the Company. I acknowledge that such information may be processed for purposes of evaluating potential or actual Conflict of Interest situations, determining if such are allowed, and/or issuing opinions or advice to concerned Directors to ensure mitigation measures are in place, pursuant to the Company's Conflict of Interest Policy, Manual on Corporate Governance, By-Laws, Code of Business Conduct, or other Company policy or guidelines. I understand that I have a right to access, correct and restrict use of certain personal information upon written notice to the Company, provided the same is still under the control and management of the Company. And that when the Company no longer has any need for my personal information, it will return and/or destroy the same in accordance with relevant law/regulations.

______________________

Name and Signature

**DEFINITION OF TERMS**

1. **Relative** – refers to relative up to the third degree by consanguinity, affinity or legal adoption, including spouse, parents, children (and their spouses), siblings (and their spouses), nieces and nephews (limited to children of brother and sisters) (and their spouses), grandparents, and aunts and uncles (limited to sisters or brothers or parents); and a domestic partner and his relatives of up to third degree by consanguinity, affinity or legal adoption.
2. **Significant Financial Interest** – at least 10% direct or indirect ownership of a business organization. Financial interest also includes employment and contractual relationships.
3. **Participation** - refers to involvement in a transaction on behalf of the company, if you have acted directly or have recommended, directed, authorized or approved the action of another who has acted for the company in the transaction, or if you have been involved in the selection or specification of the property purchased, sold or leased or the services procured, even though you have not been involved in the actual negotiation or transaction.
4. **Transactions** – refer to purchases, sales, leases, and contracts for the purchase, sale or lease of property, goods or services of any kind.
5. **Loan** – refers to a loan of money, property, or services other than a bank loan at prevailing interest rates.
6. **Affiliate** – refers to any person, entity, organization, business or venture with whom/which an Employee has an affiliation, personal relationship or financial involvement.
7. **Third party**- an individual, entity, organization and/or its representatives that has existing and/or intended business dealings with the Company. This includes prospective or existing suppliers, contractors, buyers, dealers and Customers.
8. **Gift**- a thing(s), present, sponsorships, or any other personal benefit given by Third Parties to Directors, Employees, Consultants with whom they transact, whether directly or indirectly, in relation to Company business dealings, and regardless of the place where such gifts are offered to or received by a Director, Employee or Consultant.
9. **Subsidiary** – refers to a Company where the Parent Company is the legal or beneficial owner of more than fifty percent (50%) of the issued and outstanding capital stock of the subsidiary company.