

DAVAO DOCTORS HOSPITAL (CLINICA HILARIO), INC.
GUIDELINES ON THE IMPLEMENTATION OF THE BUYBACK PROGRAM

This document sets out the guidelines (the “**Guidelines**”) to implement the share buyback program (the “**Buyback Program**”) of Davao Doctors Hospital (Clinica Hilario), Inc. (the “**Corporation**” or “**DDH**”) involving up to 25,000 common shares at ₱5,000.00 per common share. The Guidelines also detail the documentary requirements and the procedure for the payment to the stockholders (the “**Transaction**”) of their shares of stock in the Corporation pursuant to the implementation of the Buyback Program.

The Corporation reserves the right to modify the number of shares covered by the Buyback Program, subject to required internal approvals and disclosure/s to the SEC under applicable laws and regulations.

1. Participating Stockholders

Any stockholder of DDH may participate in the Buyback Program, subject to submission of and compliance with the documentary requirements and the terms and conditions of the Buyback Program which is attached as **Annex A** (the “**Terms and Conditions**”) (the “**Participating Stockholders**”).

A Participating Stockholder shall offer all (but not part) of the shares of stock covered by a stock certificate issued in the name of the Participating Stockholder (the “**Offered Shares**”). If a Participating Stockholder holds multiple stock certificates, he/she/it has the option to offer any or all of the stock certificates issued in his/her/its name, provided always that all shares covered by the offered stock certificate(s) offered shall be deemed Offered Shares. Failure to offer all shares covered by a stock certificate shall be a ground for the rejection by the Corporation of such Participating Stockholders’ submission.

2. Buyback Period

The Buyback Program shall be implemented within a period of three (3) months, commencing on 9:00 a.m. (Philippine Time) September 23, 2025 (the “**Commencement Date**”) and ending on 5:00 p.m. (Philippine Time) on December 23, 2025 or until 25,000 common shares have been validly offered by the Participating Stockholders and correspondingly verified and accepted by the Corporation pursuant to the terms of the Guidelines, whichever is earlier (the “**Deadline**”), and subject to internal approvals and required disclosure/s to the Securities and Exchange Commission (“**SEC**”) under applicable laws and regulations.

3. Buyback Price

Each Offer Share bought back by the Corporation pursuant to the Buyback Program shall be purchased at the price of ₱5,000.00 per common share.

4. Submission of Documents by Participating Stockholders

4.1 Beginning 9:00 a.m. (Philippine Time) on the Commencement Date, the Corporation shall commence receiving all documents, as required in **Schedule 1**, from the Participating Stockholders.

Please refer to the list of required documents outlined in **Schedule 1** for the list of documents to be submitted by the Participating Stockholders to the Corporation. The Participating Stockholder shall provide all the documents in their original format with proper notarization, if applicable. The Participating Stockholders should ensure complete submission of the applicable documents enumerated in **Schedule 1**.

The same process and documents are applicable to all Participating Stockholders, whether or not they are in the Philippines. However, if a document that is required to be notarized is executed abroad, then it must also be apostilled if executed in a country that is a member state of the Apostille Convention; otherwise, it should be consularized.

- 4.2 The contact details of the Corporation, to which the documents must be **physically delivered**, are as follows:

DAVAO DOCTORS HOSPITAL (CLINICA HILARIO), INC.

5th floor Oncology Building, Davao Doctors Hospital
E. Quirino St., Davao City

Tel. No.: (082) 222-3102 or (02) 222-8000 (local 1103)

Contact Person: Rachel B. Remperas

Email Address: corporatesecretary@ddh.com.ph

- 4.3 **All documents must be received by the Corporation no later than the Deadline.**

No later than the 60th calendar day from the receipt by the Participating Stockholder of the Qualifying Notice (pursuant to Sections 8.2 and 9.3 below), the Participating Stockholder must deliver to the Corporation the proof of payment of all applicable taxes (including documentary stamp taxes and capital gains taxes) and Certificate Authorizing Registration (“CAR”).

5. Verification Process

Upon receipt of the documents submitted by the Participating Stockholder, the Corporation shall conduct its own verification process in accordance with its own procedures and policies.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any delivered documents pursuant to any of the procedures described herein and the form and validity (including verification of authorized signatories) of all related documents will be determined by the Corporation, in its sole discretion, which determination will be final and binding.

6. Acceptance and Rejection

Acceptance of the offer from a Participating Stockholder is subject to the Terms and Conditions. The Corporation reserves the absolute right to reject any or all deliveries of any documentary submission as it may determine to be not proper.

The Corporation may reject any submission of a Participating Stockholder if:

- (a) The Participating Stockholder fails to submit all the documents specified in **Schedule 1**.
- (b) The submission by the Participating Stockholder was made after the Deadline.
- (c) Submissions by Participating Stockholders covering the maximum number of shares covered by the Buyback Program (i.e., 25,000 common shares) have been duly verified and accepted by the Corporation.

- (d) Any information provided in the submissions of the Participating Stockholder is incorrect, inaccurate, or inconsistent.
- (e) The Offered Shares of the Participating Stockholder do not cover all of the shares of stock covered by a stock certificate in the name of such Participating Stockholders.
- (f) The TIN of the Participating Stockholder is registered outside the jurisdiction of BIR Davao City (particularly RDO 113A and 113B) and the Participating Stockholder did not select Option 1.
- (g) Other instances and conditions that shall give the Corporation reasonable grounds to reject or return any submission.

The instances or conditions enumerated above should not be taken as an exhaustive list of all events that are reasons for rejection or return by the Corporation.

The documents will not be deemed to have been validly delivered (for purposes of, among others, the determination of the Accepted Shares (as defined below) and Qualified Stockholders (as defined below)) until all defects or irregularities in such deliveries of documentary submissions have been cured or waived. Any defect or irregularity in connection with any documentary submission must be cured within such time as the Corporation determines, unless waived. None of the Corporation or any other person will be under any duty to give notification of any defects or irregularities in any deliveries of documentary submissions, or will incur any liability for failure to give any such notification.

Share certificates relating to rejected Offered Shares shall be returned in the same form they were received to the Participating Stockholder no later than 20 business days from the Deadline. If the Offered Shares were rejected due to deficiencies or discrepancies in the documents submitted by the Participating Stockholder, or if a Participating Stockholder withdraws on their own, then the expenses relating to the return of the shares shall be shouldered by the Participating Stockholder.

The Corporation reserves the right to reduce or scale down any Offered Shares for any valid reason, including when the verified offers exceed the maximum number of shares covered by the Buyback Program. With respect to a Participating Stockholder whose Offered Shares have been scaled down, the Corporation shall notify the relevant Participating Stockholder of such reduction or scale down, including the requirement to submit revised documents, if any. The Participating Stockholder must submit such additional or revised documents within the period prescribed by the Corporation. Failure to comply with the directive to submit additional or revised documents within the prescribed period shall be a ground for rejection of the entire Offered Shares.

The actual number of Offered Shares accepted and will be purchased by the Corporation, as may be reduced or scaled down (the “**Accepted Shares**”) is subject, at all times, to the confirmation of the Corporation.

7. Purchase Price and Taxes

- 7.1 The Qualified Stockholder (as defined in Section 8.2) shall be entitled to receive from the Corporation, in consideration of and to the extent only of the Accepted Shares to be purchased by the Corporation, an amount equivalent to the result of multiplying ₱5,000.00 by the aggregate number of Accepted Shares (the “**Purchase Price**”), less applicable taxes and other charges.

- 7.2 Documentary stamp tax shall be for the account of the Corporation. Save for the foregoing, any and all taxes (including capital gains tax, if any) arising from the purchase by the Corporation of the Shares and any other applicable fees according to these Guidelines for the purchase and sale of the Shares shall be borne by the Participating Stockholders.
- 7.3 The Transaction may be subject to 15% capital gains tax pursuant to Section 24(B), Section 27(D) or Section 28(B), as the case may be, of the National Internal Revenue Code of the Philippines, as amended (the “**Tax Code**”), but please see below discussion as regards Option 2 (as defined and discussed in various Sections below). Section 24(B), Section 27(D) or Section 28(B), as the case may be, of the Tax Code provides that a final tax at the rate of 15% is imposed upon the net capital gains realized during the taxable year from the sale, exchange or other modes of disposition of shares of stock in a domestic corporation, except when shares are sold, or disposed of through a local or foreign stock exchange.
- 7.4 The Transaction shall be subject to documentary stamp tax at the rate of ₱1.50 for every ₱200.00, or fractional part thereof, of the par value of the shares of stock transferred to the Corporation, pursuant to Section 175 of the Tax Code.
- 7.5 Upon submission of the required documents within the Deadline, each Participating Stockholder whose Tax Identification Number (“**TIN**”) is registered within the jurisdiction of Bureau of Internal Revenue (“**BIR**”) Davao City, particularly Revenue District Office (“**RDO**”) 113A (West Davao City) and 113B (East Davao City), shall notify the Corporation in writing whether:
- (a) such Participating Stockholder will handle payment and remittance of the taxes due on the Transaction to the BIR, and filing of the relevant tax returns, within the regulatory deadline for paying such taxes and filing the relevant returns (“**Option 1**”); or
 - (b) the Corporation, using a portion of the proceeds of the Purchase Price for the Shares of the Participating Stockholder, will handle the remittance of the taxes due on the Transaction to the BIR, and filing of relevant tax returns, within the regulatory deadline for paying such taxes and filing the relevant returns (“**Option 2**”).

In case a Participating Stockholder whose TIN is registered within the jurisdiction of BIR Davao City (particularly, RDO 113A and 113B) fails to choose an option for any reason, the Corporation shall follow the procedure under Option 1 in respect of such Participating Stockholder.

Participating Stockholders whose respective TINs are registered outside the jurisdiction of BIR Davao City (particularly, RDO 113A and 113B) shall select Option 1. In case a Participating Stockholder whose TIN is registered outside the jurisdiction of BIR Davao City (particularly, RDO 113A and 113B) fails to choose an option for any reason, the Corporation shall apply Option 1 in respect of such Participating Stockholder. In case a Participating Stockholder whose TIN is registered outside the jurisdiction of BIR Davao City selects Option 2, the Corporation may, in its sole absolute discretion, either reject such Participating Stockholders’ submission or apply Option 1 in respect of such Participating Stockholder.

8. Submission of Tax-related Documents, Payment to Qualified Stockholders and Payment of Taxes for Option 1 (Participating Stockholder will handle payment and remittance of the taxes due on the Transaction to the BIR):

The procedure in this Section 8 applies to:

- (a) all Qualified Stockholders whose respective TINs are registered within the jurisdiction of BIR Davao City (particularly, RDO 113A and 113B) who have chosen Option 1 and have notified the Corporation of such choice, or
- (b) all Participating Stockholders who have failed to notify in writing the Corporation of its choice between Option 1 and Option 2, or
- (c) all Participating Stockholders whose respective TINs are registered outside the jurisdiction of BIR Davao City (regardless of Option selected), and in each case, have submitted the documents required in **Schedule 1** to the Corporation within the Deadline (as verified by the Corporation) and whose Offered Shares (as may be scaled down) have been accepted by the Corporation.

- 8.1 Upon satisfactory completion and delivery to the Corporation by the Participating Stockholder of the documents required in **Schedule 1** and verification by the Corporation, the Corporation shall accept the Offered Shares (as may be scaled down) and issue a notice to the Participating Stockholder (the “**Qualifying Notice**”) that it has qualified under the Buyback Program (such Participating Stockholder, the “**Qualified Stockholder**”).
- 8.2 The Corporation shall prepare two checks for each Qualified Stockholder under this Option 1. One check shall be in the amount representing 75% of the Purchase Price (the “**First Check**”) and another check shall be in an amount representing 25% of the Purchase Price and the applicable documentary stamp tax (the “**Second Check**”).
- 8.3 The Qualifying Notice shall confirm the number of Accepted Shares and specify the date when the First Check shall be released to the Qualified Stockholder by the Corporation. The First Check shall be released to the Qualified Stockholder upon submission by the Qualified Stockholder of three originals of duly accomplished and signed acknowledgment receipt, as set out in the attached **Exhibit 2**, and one original of duly accomplished and signed payment instruction, as set out in the attached **Exhibit 4**. The Corporation shall likewise furnish the Qualified Stockholder its executed counterpart of the Deed of Absolute Sale of Shares by enclosing an original in the Qualifying Notice.
- 8.4 The Second Check shall be kept by the Corporation for safekeeping and as security for the Qualified Stockholder’s obligation (a) to pay the capital gains tax (if any) and documentary stamp taxes (subject to reimbursement by the Corporation of the amount of such documentary stamp taxes through the Second Check), and file the relevant capital gains tax and documentary stamp tax returns, and (b) to obtain from the BIR the Certificate Authorizing Registration (“**CAR**”) in respect of the Transaction, until such obligations have been fulfilled by the relevant Qualified Stockholder.
- 8.5 Upon delivery by the Qualified Stockholder of the relevant CAR to the Corporation within 60 calendar days from the receipt by the Qualified Stockholder of the Qualifying Notice, the Corporation will immediately release the Second Check to the Qualified Stockholder or remit the proceeds thereof to the Qualified Stockholder in accordance with the Qualified Stockholder’s payment instruction, as set out in the attached **Exhibit 4**.

- 8.6 In the event that the Qualified Stockholder fails to pay the taxes, file the relevant tax returns, or deliver to the Corporation the CAR within 60 calendar days from receipt of the Qualifying Notice, the Corporation, on behalf of the Qualified Stockholder, may (but shall not have the obligation to) at any time:
- (a) use the withheld funds represented by the Second Check to arrange the payment of taxes that are for the account of the Qualified Stockholder (and as applicable, surcharges, penalties and interest) in respect of the sale of the Accepted Shares and file the relevant tax returns, to the extent that the Corporation has not been provided with sufficient evidence that the taxes have already been paid;
 - (b) in relation to item (a) above, compute the capital gains tax on the basis of an assumed acquisition cost of ₱100.00 per share, which is the par value of the Accepted Shares, unless the acquisition cost (including proof thereof) is clear from the documents provided by the Qualified Stockholder prior to the Deadline (see **Schedule 1**); and
 - (c) secure the CAR from the BIR,

in each case, without prejudice to the Corporation's right to recover from the Qualified Stockholder any amount as may disbursed by the Corporation in excess of the funds represented by the Second Check in payment of such taxes that are for the account of the Qualified Stockholder (and as applicable, surcharges, penalties and interest).

THIS SECTION 8.6 IS SOLELY FOR THE PURPOSE OF MITIGATING THE COSTS ON THE QUALIFIED STOCKHOLDER ARISING FROM THE TRANSACTION, WHICH COSTS (APART FROM THE BASIC TAXES WHICH ARE FOR THE ACCOUNT OF THE QUALIFIED STOCKHOLDER) MAY INCLUDE SURCHARGES, PENALTIES, AND INTEREST FOR NON-PAYMENT OF THE TAXES WITHIN THE REGULATORY DEADLINES. HOWEVER, NOTHING IN THIS SECTION 8.6 SHALL OBLIGATE THE CORPORATION TO CARRY OUT THE ACTIONS DESCRIBED IN THIS SECTION 8.6 AND, IF AT ALL TO BE CARRIED OUT, TO IMPLEMENT SUCH ACTIONS WITHIN A PARTICULAR PERIOD OF TIME.

- 8.7 In the event of the exercise by the Corporation of its authority as set out in Section 8.5, the remaining balance from the withheld amount represented by the Second Check, after deducting the applicable taxes, penalties, and interest that are for the account of the Qualified Stockholder (the "**Surplus Amount**"), shall be released to the Qualified Stockholder after the Corporation shall have obtained already the relevant CAR. In such a case, the Corporation shall send a written notice to the Qualified Stockholder notifying him of the Surplus Amount and that he can claim the check for the Surplus Amount from the Corporation within 10 business days of the Corporation's written notice or that the Corporation will remit the Surplus Amount to the Qualified Stockholder as per the payment instructions provided in attached **Exhibit 4**.

9. Submission of Tax-related Documents, Payment to Qualified Stockholders and Payment of Taxes for Option 2 (Corporation will handle payment and remittance of the taxes due on the Transaction to the BIR):

The procedure in this Section 9 applies to all Qualified Stockholders whose respective TINs are registered within the jurisdiction of BIR Davao City (particularly, RDO 113A and 113B) and who have chosen Option 2 and have submitted the documents required in **Schedule 1** to the

Corporation, within the Deadline (as verified by the Corporation) and whose Offered Shares (as may be scaled down) has been accepted by the Corporation.

- 9.1 Upon satisfactory completion and delivery to the Corporation by the Participating Stockholder of the documents required in **Schedule 1** and verification by the Corporation, the Corporation shall accept the Offered Shares (as may be scaled down) and issue a Qualifying Notice.
- 9.2 The Corporation shall prepare two checks for each Qualified Stockholder under this Option 2. Similar to Option 1, the First Check shall be in the amount representing 75% of the Purchase Price. The remaining 25% shall be used to pay the applicable taxes including capital gains tax, for purposes of obtaining from the BIR the CAR in respect of the Transaction. Any amount remaining after paying the applicable taxes that are for the account of the Qualified Stockholder shall be released to the Qualified Stockholder as set out in Section 9.4 (for purposes of this Option 2, also a “**Surplus Amount**”).
- 9.3 The Qualifying Notice shall confirm the number of Accepted Shares and specify the date when the First Check shall be released to the Qualified Stockholder by the Corporation. The First Check shall be released to the Qualified Stockholder upon submission by the Qualified Stockholder of five originals of the duly executed and notarized Deed of Absolute Sale of Shares, three originals of duly accomplished and signed acknowledgment receipt, as set out in the attached **Exhibit 2**, and one original of duly accomplished and signed payment instruction, as set out in the attached **Exhibit 4**.
- 9.4 The Corporation, on behalf of such Qualified Stockholder, shall:
 - (a) cause the (i) payment of taxes (including capital gains taxes) that are for the account of the Qualified Stockholder (and as applicable, surcharges, penalties and interest) in respect of the acquisition by the Corporation of the Accepted Shares from a portion of the Purchase Price, and (ii) payment of the documentary stamp taxes, in each case within the regulatory deadline for paying such taxes;
 - (b) file with the BIR the capital gains tax return and documentary stamp tax return in respect of the Transaction, in the name of the Qualified Stockholder;
 - (c) in relation to items (a) and (b) above, compute the capital gains tax on the basis of an assumed acquisition cost of ₱100.00 per share, which is the par value of the Accepted Shares, unless the acquisition cost (including proof thereof) is clear from the documents provided by the Qualified Stockholder prior to the Deadline (see **Schedule 1**); and
 - (d) secure the CAR from the BIR,

in each case, without prejudice to its right to recover from the Qualified Stockholder any amount as may disbursed by the Corporation in excess of the funds represented by the Second Check in payment of such taxes that are for the account of the Qualified Stockholder.

THIS SECTION 9.4 IS SOLELY FOR THE PURPOSE OF ASSISTING THE QUALIFIED STOCKHOLDER TO FACILITATE PAYMENT OF COSTS ARISING FROM THE TRANSACTION, WHICH COSTS (APART FROM THE BASIC TAXES WHICH ARE FOR THE ACCOUNT OF THE QUALIFIED

STOCKHOLDER) MAY INCLUDE SURCHARGES, PENALTIES, AND INTEREST FOR NON-PAYMENT OF THE TAXES WITHIN THE REGULATORY DEADLINES. HOWEVER, NOTHING IN THIS SECTION 9.4 SHALL OBLIGATE THE CORPORATION TO CARRY OUT THE ACTIONS DESCRIBED IN THIS SECTION 9.4 AND, IF AT ALL TO BE CARRIED OUT, TO IMPLEMENT SUCH ACTIONS WITHIN A PARTICULAR PERIOD OF TIME.

- 9.5 Provided that the Qualified Stockholder has submitted the documents required in **Schedule 1** as contemplated in Section 9.1 above, and the Corporation shall have obtained or received the relevant CAR, the Corporation shall send a written notice to the Qualified Stockholder notifying him of the Surplus Amount and that he can claim the check for the Surplus Amount from the Corporation within 10 business days of the Corporation's written notice or, as applicable, that the Corporation will remit the Surplus Amount to the Qualified Stockholder as per the payment instructions in the form of **Exhibit 4**.

10. Authority of the Corporation

Strictly and exclusively for purposes of mitigating the costs on the Qualified Stockholders, the Corporation or any of its delegates shall have full power and authority to do and perform any and all other acts and things necessary and proper to be done to effectively and successfully carry out the acts mentioned in Sections 8 and 9 and other sections of the Guidelines.

11. Unclaimed Amounts

- 11.1 Any amount standing to the credit of any person for the purchase by the Corporation of the Accepted Shares that remains unclaimed 10 years after either Corporation is deemed to have purchased such Accepted Shares or has announced the availability of the payment for the Accepted Shares (whichever is later) (the "**Claim Period**") may, at the sole option of the Corporation, be forfeited in favor of the Corporation. Upon such forfeiture, the Corporation shall no longer be required to recognize the amount as a liability or to make a provision for such liability. Accordingly, after the Claim Period, no claim for the cash value of the Accepted Shares may be made.

12. Notice

- 12.1 Any notice, demand, or other communication required or permitted to be given under these Guidelines shall be in writing and shall be, as elected by either the Participating Stockholder as the Seller or the Corporation as the Buyer (each a "**Party**"), giving such notice:
- (a) personally delivered; or
 - (b) transmitted by postage prepaid registered mail (airmail if international) or by internationally recognized courier service; or
 - (c) transmitted by electronic mail or electronic transmission.
- 12.2 Except as otherwise specified under these Guidelines (including Section 4 which provides for physical delivery of the documents to the Corporation), all notices, demand letters, and other communications shall be deemed to have been duly given on:
- (a) the date of receipt, if delivered personally;

- (b) the date that is 10 business days after the date of posting, if transmitted by mail or five business days after delivery to the courier; or
- (c) the date of receipt, if transmitted by electronic mail or electronic transmission,

whichever shall first occur; provided, that any Party transmitting any notice or other communication by electronic mail or electronic transmission to the Corporation shall, within five business days from the date (or deemed date) of delivery and without in any way altering such date (or deemed date) of delivery, deliver to the Corporation such notice or communication by means of any of the manners of giving notice under paragraphs (a) and (b).

- 12.3 A Participating Stockholder should note that the method of submission and delivery of his or its stock certificate(s) to the Corporation and all other required documents hereunder is at the election and risk of the said Participating Stockholder. However, as provided in Section 4.2, such certificate(s) and other documents must be sent by personal delivery to the address of the Corporation indicated in said Section.
- 12.4 References in these Guidelines to one gender include all genders and references to the singular include the plural and vice versa.
- 12.5 If any provision, sections of these Guidelines, or its application to any person or circumstance is held invalid, the other provisions or sections of these Guidelines, and the application of such provision or section to other persons or circumstance shall not be affected thereby.
- 12.6 The Corporation reserves the right to amend these Guidelines (including extending the deadlines) and any such amendment shall be posted on its website.
- 12.7 Please see below notice details of the Corporation:

DAVAO DOCTORS HOSPITAL (CLINICA HILARIO), INC.

5th Floor Oncology Building, Davao Doctors Hospital, 118 E. Quirino Avenue, Davao City

Attention: Legal and Regulatory Affairs Division

- 12.8 **For any inquiries on matters covered by these Guidelines, please email the Corporation at corporatesecretary@ddh.com.ph or call (082) 222-3102 or (02) 222-8000 local 1103 (look for Rachel B. Remperas)**

**ANNEX A
TERMS AND CONDITIONS**

**Terms and Conditions of the
Buyback Program of
Davao Doctors Hospital (Clinica Hilario), Inc.**

The table below summarizes the key terms and conditions of the share buyback program (the “**Buyback Program**”) of Davao Doctors Hospital (Clinica Hilario), Inc. (the “**Corporation**” or “**DDH**”) involving up to 25,000 common shares at ₱5,000.00 per common share.

The following overview should be read as an introduction to, and is qualified in its entirety by reference to, the more detailed information appearing elsewhere in the Guidelines. This overview may not contain all of the information that Participating Stockholders should consider before deciding to offer its shares for sale to the Corporation.

1	Objective	To enhance shareholder value and manifest confidence in the Corporation’s value
2	Number of Shares	Up to 25,000 common shares
3	Consideration	₱5,000.00 per common share
4	Who may participate	<p>Any stockholder of DDH may participate in the Buyback Program, subject to compliance with the documentary requirements and the terms and conditions of the Buyback Program (the “Participating Stockholders”).</p> <p>A Participating Stockholder shall offer all (but not part) of the shares of stock covered by a stock certificate issued in the name of the Participating Stockholder (the “Offered Shares”). If a Participating Stockholder holds multiple stock certificates, he/she/it has the option to offer any or all of the stock certificates issued in his/her/its name, provided always that all shares covered by the offered stock certificate(s) offered shall be deemed Offered Shares. Failure to offer all shares covered by a stock certificate shall be a ground for the rejection by the Corporation of such Participating Stockholders’ submission.</p>
5	Buyback Period	The Buyback Program shall be implemented within a period of three (3) months, commencing on September 23, 2025 and ending on 5:00 p.m. on December 23, 2025 or until 25,000 common shares have been validly offered by the Participating Stockholders and correspondingly verified by the Corporation and accepted by the Corporation pursuant to the terms of the <i>Guidelines on the Implementation of the Buyback Program</i> , whichever is earlier (the “ Deadline ”), and subject to internal approvals and required disclosure/s to the Securities and Exchange Commission under applicable laws and regulations.
6	Source of Funding	Funds to be used for the implementation of the Buyback Program shall be out of the unrestricted retained earnings of the Corporation.

7	Dividends	<p>The Participating Stockholder shall not be entitled to, and the shares offered by such Participating Stockholder and accepted by the Corporation shall not be entitled to earn, any dividends that may be declared by the Corporation on or after the effective date of the relevant Deed of Absolute Sale of Shares.</p> <p>For the avoidance of doubt, the Corporation shall not have any obligation to declare dividends during the implementation of the Buyback Program or at any time thereafter.</p>
8	Bought Shares	<p>Shares purchased under the Buyback Program shall be booked as treasury shares of the Corporation</p>
9	Impact on Capital and Projects and Investments	<p>The Buyback Program will not result in the impairment of the Corporation's capital and will not affect any of the Corporation's prospective and existing operations and investments.</p>
10	Disclosures	<p>Appropriate disclosures will be submitted to the SEC, including periodic disclosure of the Buyback transactions entered into by the Corporation during a relevant period, in accordance with the laws and regulations.</p>
11	Documentary requirements	<p>Please refer to the list of required documents outlined in Schedule 1 of the <i>Guidelines on the Implementation of the Buyback Program</i> for the list of documents to be submitted by the Participating Stockholders to the Corporation. The Participating Stockholder shall provide all the documents in their original format with proper notarization, if applicable. The Participating Stockholders should ensure complete submission of the applicable documents enumerated in Schedule 1. Please also refer to the <i>Guidelines on the Implementation of the Buyback Program</i> of the Corporation for further details.</p> <p>The same process and documents are applicable to all Participating Stockholders, whether or not they are in the Philippines. However, if a document that is required to be notarized is executed abroad, then it must also be apostilled if executed in a country that is a member state of the Apostille Convention; otherwise, it should be consularized.</p>
12	Acceptance / Rejection of an Application	<p>Acceptance of the offer from a Participating Stockholder is subject to the terms of the Buyback Program.</p> <p>The Corporation reserves the absolute right to reject any or all deliveries of any documentary submission as it may determine to be not proper.</p> <p>The Corporation may reject any submission of a Participating Stockholder if:</p> <p>(a) The Participating Stockholder fails to submit all the documents specified in Schedule 1.</p>

		<p>(b) The submission by the Participating Stockholder was made after the Deadline.</p> <p>(c) Submissions by Participating Stockholders covering the maximum number of shares covered by the Buyback Program (i.e., 25,000 common shares) have been duly verified and accepted by the Corporation.</p> <p>(d) Any information provided in the submissions of the Participating Stockholder is incorrect, inaccurate, or inconsistent.</p> <p>(e) The Offered Shares of the Participating Stockholder do not cover all of the shares of stock covered by a stock certificate in the name of such Participating Stockholders.</p> <p>(f) The TIN of the Participating Stockholder is registered outside the jurisdiction of BIR Davao City (particularly RDO 113A and 113B) and the Participating Stockholder did not select Option 1.</p> <p>(g) Other instances and conditions that shall give the Corporation reasonable grounds to reject or return any submission.</p> <p>The instances or conditions enumerated above should not be taken as an exhaustive list of all events that are reasons for rejection or return by the Corporation.</p>
13	Taxes	<p>Documentary stamp tax shall be for the account of the Corporation. Save for the foregoing, any and all taxes (including capital gains tax, if any) arising from the purchase by the Corporation of the Shares and any other applicable fees according to these Guidelines for the purchase and sale of the Shares shall be borne by the Participating Stockholders.</p>
14	Inquiries	<p>For inquiries regarding the Buyback Program, please contact the Corporation through the following address and contact details:</p> <p>DAVAO DOCTORS HOSPITAL (CLINICA HILARIO), INC. 5th floor Oncology Building, Davao Doctors Hospital E. Quirino St., Davao City</p> <p>Tel. No.: (082) 222-3102 or (02) 222-8000 (local 1103) Contact Person: Rachel B. Remperas Email Address: corporatesecretary@ddh.com.ph</p>

SCHEDULE 1
CHECKLIST OF DOCUMENTS REQUIRED FOR THE SALE OF SHARES IN
DAVAO DOCTORS HOSPITAL (CLINICA HILARIO), INC.

Name and Signature of Participating Stockholder:

Note: If shares are co-owned by multiple individuals or corporations, all such co-owners shall be included.

Name	Signature

Indicate Certificate No. and Number of Shares:

Note: This should cover all (but not part) of the Participating Stockholders shares in DAVAO DOCTORS HOSPITAL (CLINICA HILARIO), INC.

Stock Certificate No.	Number of Shares

Indicate Revenue District Office (RDO) Code and Location:

Choose mode of tax payment (please refer to the Guidelines):

*Note: If the TIN of the Participating Stockholder is **outside** the jurisdiction of BIR Davao City, **choose Option 1.***

- Option 1: Participating Stockholder will handle payment and remittance of the taxes due on the Transaction to the BIR, and filing of the relevant tax returns
- Option 2: Corporation, using a portion of the proceeds of the Purchase Price for the Shares of the Participating Stockholder, will handle the remittance of the taxes due on the Transaction to the BIR, and filing of relevant tax returns

Note: Certain capitalized terms used but not defined herein have the meanings given to them in DAVAO DOCTORS HOSPITAL (CLINICA HILARIO), INC.'s "Guidelines on the Implementation of the Buyback Program".

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A. For Individual Stockholders

I. Ownership & Identification

- Original DDH stock certificate(s) (covering the Offered Shares), endorsed in blank at the back by the Participating Stockholder.

[] Photocopies of two (2) valid IDs for the registered Participating Stockholder, with three (3) specimen signatures.

▪ **IF ACTING THROUGH ATTORNEY-IN-FACT:**

[] Photocopies of two (2) valid IDs for the attorney-in-fact, with three (3) specimen signatures.

[] Notarized (and if executed abroad, apostilled or consularized, as applicable) Irrevocable Special Power of Attorney (with IDs attached, with three (3) specimen signatures), executed by the Participating Stockholder authorizing the attorney-in-fact to represent the Participating Stockholder, execute the Deed of Absolute Sale of Shares, the Irrevocable Special Power of Attorney (including the execution of the Irrevocable Special Power of Attorney, authorizing DDH and its authorized representatives to process payment of capital gains taxes, documentary stamp taxes, and other taxes and filing of relevant returns, and process the eCAR Application) and perform such acts and deliver such other relevant documents necessary to facilitate the sale of the Offered Shares to DDH. *(See Exhibit 7 for sample. If the Seller is married (even if separated in fact), spouse must also sign. 1 Original and 3 Photocopies).*

[] A complete mailing address for the service of notices.

[] A valid and active email address.

[] A valid and active contact number.

II. Transaction

[] Duly executed and dated (and if executed abroad, apostilled or consularized, as applicable) counterpart of the Deed of Absolute Sale of Shares executed by the Participating Stockholder, as the Seller. *(Note: If the Seller is married (even if separated in fact), spouse must also sign. See Exhibit 1; Five (5) originals required.)*

[] Duly executed, dated, and notarized (and if executed abroad, apostilled or consularized, as applicable) Irrevocable Special Power of Attorney (authorizing DDH and its authorized representatives to process payment of capital gains taxes, documentary stamp taxes, and other taxes and filing of relevant returns, and process the eCAR Application) *(See Exhibit 3 for the form of Irrevocable Special Power of Attorney; 1 Original and 3 Photocopies).*

[] Proof of claimed deductions (such as official receipts/invoices), if claiming expenses/deductions *(1 Original and 1 Photocopy).*

[] Certificate of Exemption/BIR Ruling issued by the Commissioner of Internal Revenue or his authorized representative, if claiming capital gains tax exemption *(1 Original and 1 Photocopy).*

[] Original copy of a certification issued by the relevant Revenue District Office (“**RDO**”) of the BIR confirming:

- (a) The Seller’s Taxpayer’s Identification Number.
- (b) That the Seller is registered with the issuing RDO.
- (c) The Seller’s registered address (the “**RDO Certification**”).

- Original or certified true copy of the relevant document(s) showing proof of the acquisition price of the Offered Shares (e.g., deed of assignment/sale of shares, subscription agreement)

III. Tax Payment

For Participating Stockholders, whose respective TINs are registered within the jurisdiction of BIR Davao City and who have opted for Option 2 as mode of tax payment only:

- Duly filled out Capital Gains Tax Return (**BIR Form 1707**) setting out the amount of capital taxes due on the Transaction, if any, which shall be supported by the relevant proof of acquisition price of the Offered Shares (*3 originals*).
- Duly filled out Documentary Stamp Tax (DST) Return (**BIR Form No. 2000-OT**) covering the Offered Shares (*3 originals*).

B. For Multiple Stockholders or Joint Stockholders:

- All applicable documents listed under **Section A (Individual Stockholders)** must be submitted in respect of each stockholder, including item A(a) for stock certificate submission.

- For *each* joint stockholder, submit:

- Two (2) valid government-issued IDs (e.g., passport, driver's license, unified multipurpose ID) showing photo, signature, and personal details, preferably with residential address.
- Complete mailing address.
- Valid and active email address.
- Valid and active contact number.

- Authority of the joint stockholder who will act as authorized representative of the other joint stockholders to sign any deed of sale, irrevocable special power of attorney, and other documents, and to receive the Purchase Price of the Accepted Shares or relevant Surplus Amount.

C. For Partnership and Corporate Stockholders:

- All applicable documents listed under **Section A (Individual Stockholders)** must be submitted, including item A(a) for stock certificate submission.

- Duly executed, dated, and notarized (and if executed abroad, apostilled or consularized, as applicable) certification from the Corporate Secretary (or equivalent officer) of the Participating Stockholders certifying and attesting to the Board Resolution of the Corporation or Partnership authorizing the sale of its shares (including the execution of the Irrevocable Special Power of Attorney, authorizing DDH and its authorized representatives to process payment of capital gains taxes, documentary stamp taxes, and other taxes and filing of relevant returns, and process the eCAR Application), designating signatories for the purpose, and indicating the specimen signatures of those signatories. (*See Exhibit Nos. 5 and 6 for the sample forms; One (1) Original*)

- Copy of the SEC Certificate of Incorporation or equivalent constitutive document, certified as a true copy of the original by the Corporate Secretary or equivalent official.

- Copies of the latest Articles of Incorporation and By-laws of the Participating Stockholder or equivalent constitutive documents, each certified as a true copy of the original by the Corporate Secretary or equivalent official.

- [] Copy of the latest General Information Sheet (GIS) filed with the Securities and Exchange Commission (SEC) with acknowledgment of receipt, certified as a true copy of the original by the Corporate Secretary or equivalent official.
- [] Photocopies of two (2) valid identification cards showing the authorized signatory/ies and Corporate Secretary's signature and photograph (e.g., driver's license, tax identification card, SSS/GSIS card, passport).

D. Others

- [] Additional documents as may be required by the Corporation.

EXHIBIT 1
FORM OF DEED OF ABSOLUTE SALE OF SHARES

DEED OF ABSOLUTE SALE OF SHARES

This Deed of Absolute Sale of Shares (the “**Deed**”) executed this _____ by and between:

[Name and Details of Seller(s)] (hereinafter referred to as “**Seller**”);

- in favor of -

DAVAO DOCTORS HOSPITAL (CLINICA HILARIO), INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office located at 118 E. Quirino Ave., Davao City, Philippines 8000, represented herein by [●] (hereinafter referred to as the “**Buyer**”);

(The Seller and the Buyer shall each be referred to herein as a “**Party**”, and collectively, the “**Parties**”).

WITNESSETH: That –

WHEREAS, the Seller is the absolute and registered and beneficial owner of the Sale Shares (as defined in Section 1 below);

WHEREAS, the Seller has agreed to sell and the Buyer has agreed to buy the Sale Shares for the Purchase Price (as defined in Section 2 below).

NOW, THEREFORE, in view of the foregoing premises and the mutual covenants and representations contained herein, the Parties hereby agree as follows:

1. Sale and Purchase of the Sale Shares. The subject matter of the sale and purchase transaction under this Deed is the rights and interests of the Seller to [●] common shares of the Buyer (the “**Sale Shares**”), legally and beneficially owned by the Seller in the Buyer as of date of this Deed, as more particularly described below:

Stock Certificate No.	Number of Shares	Date of Issue

2. Purchase Price. For and in consideration of the amount of ₱*[insert amount, which shall be computed by multiplying the number of common shares by ₱5,000.00]* (the “**Purchase Price**”), the Seller hereby sells, assigns, transfers, and conveys to the Buyer, and the Buyer hereby purchases and acquires from the Seller, all the rights and interests of the Seller to the Sale Shares, free and clear from all claims, liens and Encumbrances.

As used in this Deed, “Encumbrance” means, with respect to the Sale Shares, any lien, claim, charge, mortgage, pledge, levy, security interest, options, charges, adverse claim or other encumbrance in respect of such Sale Shares.

3. Share Certificates. Simultaneous with the execution of this Deed, the Seller shall deliver duly indorsed stock certificates relating to the Sale Shares to the Buyer.

4. Capital Gains Tax. The capital gains tax (“CGT”) on the sale and transfer of the Sale Shares, if applicable, shall be for the account of the Seller. The Seller shall pay the CGT, if applicable, within the regulatory deadline for payment of the CGT.
5. Documentary Stamp Tax. The Documentary Stamp Tax (“DST”) on the transfer of the Sale Shares shall be for the account of the Buyer. Subject to reimbursement from the Buyer, the Seller shall pay the DST, if applicable, within the regulatory deadline for payment of the DST.
6. Other Taxes, Fees, Costs, and Expenses. All other taxes, fees, costs, and expenses incurred in connection with the preparation and execution of this Deed shall be borne and paid by the Seller.
7. Warranties of the Seller. The Seller hereby represents and warrants to the Buyer that the following are true, complete, and accurate in all material respects, and not misleading:

(a) Authorization

- (1) [The Seller is a corporation duly organized, validly existing, and in good standing under the laws of [●] and has corporate power and authority to own, possess, sell, transfer, convey or otherwise dispose its properties and assets under applicable law.] / [The Seller is an individual, of legal age, with full legal capacity and possesses the capacity to sue or to be sued in his/her own name, and has the power to own his/her property and assets.]
- (2) The Seller has full legal right, power, and authority to execute and deliver, incur the obligations provided for in, and observe the terms and conditions of, this Deed.
- (3) All acts and other proceedings, including all requirements and actions under applicable law or contract, required to be taken by the Seller to authorize the execution, delivery, and performance of this Deed and the consummation of the transactions contemplated hereby and thereby, have been duly and properly taken.

(b) Due Execution; Binding Agreement; No Breach

- (1) This Deed has been duly and validly executed and delivered by the Seller. This Deed constitutes a valid and binding obligation of the Seller, and enforceable against it in accordance with the terms hereof.
- (2) Neither the execution and delivery of this Deed nor the consummation or performance of any of the transactions contemplated under this Deed will directly or indirectly (with or without notice or lapse of time) (i) breach any provision of any applicable law and its constitutional documents (as applicable), (ii) violate or conflict with any governmental authorization or applicable law to which the Seller or any of the assets owned, used or held for use by the Seller may be subject, (iii) breach any order to which the Seller or any of the Sale Shares may be subject, (iv) result in the imposition or creation of any Encumbrance upon or with respect to the Sale Shares, or (v) violate or conflict with any governmental authorization or applicable law, or breach any order, to which the Sale Shares may be subject or result in the imposition or creation of any Encumbrances upon or with respect to any of the Sale Shares.
- (3) No approval, consent, compliance, exemption, authorization or other action by, or notice to, or filing with, any governmental authority or any other person, and

no lapse of a waiting period under any applicable laws, is necessary or required in connection with the execution, delivery or performance by, or enforcement against, the Seller of this Deed (or the transactions contemplated hereby).

(c) The Sale Shares

- (1) The Sale Shares owned by the Seller are: (i) duly issued; (ii) fully paid and non-assessable; and (iii) owned, beneficially and/or of record, by the Seller free from any Encumbrance. There are no pending actions, suits, proceedings, or investigations against the Seller with respect to the Sale Shares owned by the Seller.
 - (2) The Seller is the sole and absolute legal and beneficial owner of the Sale Shares which is recorded in the books of the Buyer in its name.
 - (3) There are no pending actions, suits, proceedings, or investigations against the Seller with respect to the Sale Shares.
9. Counterparts. This Deed may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, and all together shall constitute one document.
10. Effective Date. This Deed shall take effect from the date the last signatory to this Deed executes this Deed.
11. Amendments. Any amendments or additional terms and conditions to this Deed must be in writing, signed, and acknowledged by the parties. The Parties shall negotiate any item or issue which has not been provided in this Deed.
12. Severability. The invalidity and enforceability of any portion or provision of this Deed shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Deed.
13. Governing Law. This Deed shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

[Signature and notarial pages follow.]

IN WITNESS WHEREOF, the parties hereto have signed this Deed on _____.

[If seller is a corporation / partnership – [●]

(Seller)

TIN: [●]

By:

Name: [●]

Title: [●]

Date: [●]

[If seller is an individual

[Name●]

(Seller)

TIN: [●]

Date: [●]

[If seller is also married, add –

CONFORME:

Name of Spouse: [●]]

Date: [●]

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

BEFORE ME, this _____, in _____, personally appeared:

<u>Name</u>	<u>Document</u>	<u>Date/Place of Issue</u>
-------------	-----------------	----------------------------

[•]
(Seller)

Represented by:

[•]

known to me and by me known to be the same person(s) who executed the foregoing instrument, and he/they acknowledged to me that the same is his/their free and voluntary act and deed, including that of the corporations herein represented (as applicable).

This instrument refers to a Deed of Absolute Sale of Shares, which consists of ____ pages, including the page whereon this acknowledgment is written, and which is signed by the parties and their instrumental witnesses on the signature page.

WITNESS MY HAND AND SEAL on the date and at the place first written above.

Doc. No. _____;
Page No. _____;
Book No _____;
Series of 2025.

IN WITNESS WHEREOF, the parties hereto have signed this Deed on _____.

**DAVAO DOCTORS HOSPITAL (CLINICA
HILARIO), INC.**

(Buyer)

TIN: 005-985-874-000

By:

Name: [●]

Title: [●]

Date: [●]

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

BEFORE ME, this _____, in _____, personally appeared:

<u>Name</u>	<u>Document</u>	<u>Date/Place of Issue</u>
-------------	-----------------	----------------------------

DAVAO DOCTORS HOSPITAL (CLINICA HILARIO), INC. (Buyer)		
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Represented by:

[●]

known to me and by me known to be the same person(s) who executed the foregoing instrument, and he/they acknowledged to me that the same is his/their free and voluntary act and deed, including that of the corporations herein represented (as applicable).

This instrument refers to a Deed of Absolute Sale of Shares, which consists of ____ pages, including the page whereon this acknowledgment is written, and which is signed by the parties and their instrumental witnesses on the signature page.

WITNESS MY HAND AND SEAL on the date and at the place first written above.

Doc. No. _____;
Page No. _____;
Book No _____;
Series of 2025.

EXHIBIT 2
FORM OF ACKNOWLEDGMENT RECEIPT

ACKNOWLEDGEMENT RECEIPT

[*N.b.: For Option 1:* I, the undersigned Qualified Stockholder, acknowledge receipt from **DAVAO DOCTORS HOSPITAL (CLINICA HILARIO), INC.** (the “Corporation”) of the amount of ₱ _____.

The above amount represents seventy-five percent (75%) of the purchase price of ₱ _____ (the “Purchase Price”) for _____ common shares of the Corporation, as covered by the Deed of Absolute Sale of Shares dated [●] between the undersigned Qualified Stockholder and the Corporation (the “Deed of Absolute Sale”).

I understand that the remaining twenty-five percent (25%) of the Purchase Price and the cost of applicable documentary stamp tax on the Deed of Absolute Sale (or any Surplus Amount, as defined in the Corporation’s “*Guidelines on the Implementation of the Buyback Program*”) will be paid by the Corporation through remittance or deposit to my designated bank account, as set out in my separate Payment Instruction provided to the Corporation, once all applicable taxes (including surcharges, penalties, and interest, if any) relating to the Deed of Absolute Sale are fully settled and the necessary Bureau of Internal Revenue clearance(s) (i.e., certificate authorizing registration or CAR) are issued and delivered to the Corporation.]

[*N.b.: For Option 2:* I, the undersigned Qualified Stockholder, acknowledge receipt from **DAVAO DOCTORS HOSPITAL (CLINICA HILARIO), INC.** (the “Corporation”) of the amount of ₱ _____.

The above amount represents seventy-five percent (75%) of the purchase price of ₱ _____ (the “Purchase Price”) for _____ common shares of the Corporation, as covered by the Deed of Absolute Sale of Shares dated [●] between the undersigned Qualified Stockholder and the Corporation (the “Deed of Absolute Sale”).

I understand that a portion of the remaining [twenty-five percent (25%)] of the Purchase Price will be paid and remitted by the Corporation on my behalf to the Bureau of Internal Revenue (“BIR”) as payment for all applicable taxes for the account of the Qualified Stockholder relating to the Deed of Absolute Sale so that the necessary BIR clearance(s) (i.e., certificate authorizing registration (“CAR”)) can be issued.

I also understand that any Surplus Amount (as defined in the Corporation’s “*Guidelines on the Implementation of the Buyback Program*”) of such twenty-five percent (25%) will be paid by the Corporation through remittance or deposit to my designated bank account, as set out in my separate Payment Instruction provided to the Corporation, once all applicable taxes (including surcharges, penalties, and interest, if any) relating to the Deed of Absolute Sale are fully settled and the necessary BIR clearance(s) (i.e., CAR) are issued and delivered to the Corporation.

I acknowledge that the Corporation may request additional documents during their review or when presenting my documents to the BIR, and I hereby undertake that I will promptly provide or submit such other documentary requirements as may be necessary under the applicable regulations, or reasonably required by the Corporation or the BIR, to facilitate the filing of the applicable taxes and processing of the BIR CAR.]

Signature and Printed Name of the Qualified Stockholder

Date: _____

EXHIBIT 3
FORM OF IRREVOCABLE SPECIAL POWER OF ATTORNEY IN FAVOR OF THE CORPORATION

IRREVOCABLE SPECIAL POWER OF ATTORNEY

[Name and Details of Seller] (hereinafter, the “Seller”) hereby constitutes and appoints each of:

- (1) **DAVAO DOCTORS HOSPITAL (CLINICA HILARIO), INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office located at 118 E. Quirino Ave., Davao City, Philippines 8000 (hereinafter referred to as the “Buyer”), and
- (2) [insert name(s) of individual authorized employee(s) or representative(s) of the Buyer] and any other designated representative of the Buyer,

(each an “Attorney-in-Fact”), as the Seller’s true and lawful attorney to act for, and in my name, place and stead, to do and perform all or any of the following acts:

- (a) pay all taxes (including capital gains taxes and documentary stamp taxes) due to Bureau of Internal Revenue (“BIR”) on the Seller’s behalf by virtue of the sale by the Seller of its common shares in the Corporation pursuant to the Deed of Absolute Sale to be entered into between the Seller and the Buyer of all its rights, interest in and title to the following shares legally and beneficially owned by the Seller in the Buyer (the “Share Sale”):

Stock Certificate No.	Number of Shares	Date of Issue

including the necessary submissions and filings before the BIR;

- (b) to represent the Seller in obtaining from the BIR a Certificate Authorizing Registration (“CAR”) in connection with the Share Sale; and
- (c) to execute and deliver any and all documents and papers and to perform any and all such acts as may be necessary or appropriate in relation to and in order to fully carry out the foregoing, including without limitation the filing of the relevant tax returns and payment of the relevant taxes in the name of the Seller.

The Seller further gives and grants to each Attorney-in-Fact full power and authority to do and perform any and all other acts and things necessary and proper to be done to effectively and successfully carry out the above-mentioned acts as fully as the Seller could or might lawfully do if present, with full power of delegation, sub-delegation, and revocation, and hereby ratifies and confirms all that the Attorney-in-Fact shall lawfully do or cause to be done by virtue thereof.

The Seller irrevocably and unconditionally undertakes to indemnify each Attorney-in-Fact against all costs, claims, expenses and liabilities howsoever incurred by any of them as a result of the exercise or purported exercise in good faith of any power conferred by this Irrevocable Special Power of Attorney.

This Irrevocable Special Power of Attorney is coupled with an interest and is irrevocable and shall continue in full force and effect until the shares of the Seller in the Corporation shall have been transferred/registered in the name of the Buyer in the stock and transfer books of the Corporation.

In order to fully effectuate and carry out this Irrevocable Special Power of Attorney, the Seller hereby agrees that it shall fully cooperate with the Attorney-in-Fact by, among others, providing the latter with any and all supporting documents as the BIR may require to be submitted in connection with the payment of taxes, filing of relevant tax returns, and application for a CAR.

IN WITNESS WHEREOF, the Seller has signed this Irrevocable Special Power of Attorney this ____ day of _____, 2025 at _____.

[SELLER]

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

Before me, a notary public in and for the city named above, personally appeared the following:

Name	Competent Evidence of Identity	Date and Place Issued

who was identified by me through competent evidence of identity to be the same person(s) described in the foregoing instrument, who acknowledged before me that his/their signature(s) on the instrument was voluntarily affixed by him/them for the purposes stated therein, and who declared to me that he has / they have executed the instrument as his free and voluntary act and deed and that he has / they have the full authority to sign on behalf of his/their principal(s).

Witness my hand and seal this ____ day of _____, 2025.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2025.

EXHIBIT 4
STOCKHOLDER PAYMENT INSTRUCTION

To: DAVAO DOCTORS HOSPITAL (CLINICA HILARIO), INC.
118 E. Quirino Ave.
Davao City, Philippines 8000

FROM: [Full Legal Name of Qualified Stockholder / Entity Name]
[Registered Address]
[Contact Number]
[Email Address]
[TIN (Taxpayer Identification Number)]

SUBJECT: Instruction for the Final 25% Payment or Surplus Amount

Ladies and Gentlemen:

I, [Full Legal Name of Participating Stockholder / Authorized Signatory and Position if Entity], the undersigned Qualified Stockholder, confirm my understanding regarding the payment for my shares in **DAVAO DOCTORS HOSPITAL (CLINICA HILARIO), INC.** (the “**Corporation**”), pursuant to the Corporation’s “*Guidelines on the Implementation of the Buyback Program*” (the “**Guidelines**”). Certain capitalized terms used but not defined herein have the meanings given to them in the Guidelines.

[*N.b.: For Option 1:* I acknowledge that the final 25% of the Purchase Price for my shares and amount equivalent to the applicable documentary stamp tax (the “**Second Check**”) are currently withheld as security for the payment of applicable taxes (capital gains tax, if any, and documentary stamp tax) and the procurement of the Certificate Authorizing Registration (“**CAR**”) from the Bureau of Internal Revenue (BIR), including any surcharges and penalties that the BIR may impose on the sale transaction.

This letter serves as my **explicit instruction and authorization** to the Corporation that the Second Check representing the full amount of the remaining 25% payment and the amount equivalent to the applicable documentary stamp tax (or any Surplus Amount, as defined in the Guidelines, after all applicable taxes, surcharges, and penalties have been fully settled by me or paid by the Corporation on my behalf), shall:

[] be deposited directly into my designated bank account, with the following details:

Bank Name: _____
Account Name: _____
Account Number: _____
Branch Name/Location: _____
Swift Code (if applicable): _____
Currency: Philippine Peso (PHP)

[] be made available for pick-up at the Corporation’s address indicated in the Guidelines within ten (10) business days of written notice from the Corporation;

once all necessary BIR clearance(s) (i.e., CAR) have been issued by the BIR and provided or delivered to the Corporation.

I undertake to provide the original CAR to the Corporation as soon as they are issued by the BIR and in no case later than 60 days from my receipt of the Qualifying Notice.]

[*N.b.: For Option 2:* I acknowledge that the final 25% of the Purchase Price for my shares (the “**Second Check**”) is currently withheld to be applied as payment for applicable taxes (capital gains tax), which

will also be necessary to obtain the Certificate Authorizing Registration (“CAR”) from the Bureau of Internal Revenue (BIR), including any surcharges and penalties that the BIR may impose on the sale transaction.

This letter serves as my explicit instruction and authorization to the Corporation that the Second Check representing **any Surplus Amount, as defined in the Guidelines in respect of Option 2, after all applicable taxes, surcharges, and penalties have been fully settled by me or paid by the Corporation on my behalf**, shall:

be deposited directly into my designated bank account, with the following details:

Bank Name: _____

Account Name: _____

Account Number: _____

Branch Name/Location: _____

Swift Code (if applicable): _____

Currency: Philippine Peso (PHP)

be made available for pick-up at the Corporation’s address indicated in the Guidelines within ten (10) business days of written notice from the Corporation;

once all necessary BIR clearance(s) (i.e., CAR) have been issued by the BIR and provided or delivered to the Corporation.]

This instruction and authorization shall remain valid until the Second Check representing the final 25% of the Purchase Price or any Surplus Amount, as applicable, has been successfully deposited into my bank account, or received by me or my duly authorized representative subject to presentation of relevant authorization and other documents as may be required by the Corporation.

Thank you for your attention to this matter.

Sincerely,

[Signature of Qualified Stockholder / Authorized Signatory]

[Printed Name of Qualified Stockholder / Authorized Signatory]

[Date]

EXHIBIT 5
FORM OF SECRETARY’S CERTIFICATE AND BOARD RESOLUTION FOR DDH’S
CORPORATE SHAREHOLDERS

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

SECRETARY’S CERTIFICATE

I, [●], of legal age, [●] (nationality), and with business address at [●], after having been duly sworn in accordance with law, hereby depose and state that:

1. I am the duly elected and qualified Corporate Secretary of [●] (the “**Corporation**”), a corporation duly organized and existing under and by virtue of the laws of the [Republic of the Philippines], with principal office at [●];
2. As Corporate Secretary, I have in my custody the books and records and other papers of the Corporation, including but not limited to the minutes of the meetings of the Board of Directors and of the stockholders of the Corporation.
3. In a duly called and held meeting of the Board of Directors of the Corporation held on [●] at [●], where the required quorum was present and acting throughout, the Board approved the participation of the Corporation in the share buyback program of Davao Doctors Hospital (Clinica Hilario), Inc., as follows:

“**RESOLVED**, That, the Board of Directors of [●] (the “**Corporation**”) authorize, as it hereby authorizes, the participation by the Corporation in the share buyback program (the “**Buyback Program**”) of Davao Doctors Hospital (Clinica Hilario), Inc. (“**DDH**”) (the “**Offer**”), and, for this purpose, the Corporation is hereby authorized to offer for purchase by DDH all of the [●] common shares of the Corporation in DDH, at the buyback price of ₱5,000.00 per share, in accordance with and subject to Guidelines on the Implementation of the Buyback Program (the “**Guidelines**”) and the terms and conditions of the Buyback Program;

“**RESOLVED**, Further, That, for purposes of the Corporation’s participation in said Buyback Program, the following officer/s of the Corporation, acting singly, whose specimen signatures appear below, have been constituted to be the Corporation’s duly authorized agents/representatives (the “**Authorized Representatives**”), whose respective signatures shall bind the Corporation, thus:

Name	Position	Specimen Signatures

“**RESOLVED, FINALLY**, That, without limiting the generality of the foregoing, any one of the Authorized Representatives, acting singly, shall have full power and authority to, for and on behalf of the Corporation:

- (a) Offer for sale [●] common shares in DDH owned by the Corporation to DDH and in accordance with and subject to the terms and conditions of the Buyback Program, and to sign, execute, and deliver, for and on behalf

of the Corporation, the common shares in DDH owned by the Corporation and the documents evidencing ownership of the common shares as contemplated by the Buyback Program, as well as any and all other documents required under the Buyback Program (including but not limited to the Irrevocable Special Power of Attorney (authorizing DDH and its authorized representatives to process payment of capital gains taxes, documentary stamp taxes, and other taxes and filing of relevant returns, and process the eCAR Application) substantially in the form attached to the Guidelines);

- (b) Sign, execute, deliver and give any notice, request, instruction, authorization, authority, consent, special power of attorney, or waiver of any right, or receive any notice or communication, or act on any request or instruction, as may be required of, or permitted to be made by, the Corporation under the Buyback Program and any other documents contemplated thereby;
- (c) Receive or deliver any money or funds (including checks) due to the Corporation under the Buyback Program and any other document contemplated thereby, and issue a receipt for any money so received or delivered; and
- (d) Otherwise do any and all other things necessary or appropriate to give full effect to and implement these resolutions.”

4. The above-quoted board resolutions are in full force and effect and have not been amended, suspended, revoked nor in any manner superseded as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand on this [•] in [•], Philippines.

[Name]
Corporate Secretary

REPUBLIC OF THE PHILIPPINES)
_____) ss.

SUBSCRIBED AND SWORN TO before me in the city named above, this _____ day of _____ 2025, affiant exhibiting to me the following competent evidence of identity:

Name	Competent Evidence of Identity	Date & Place of Issue
[•]	[•]	[•]

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2025.

EXHIBIT 6
FORM OF PARTNERSHIP RESOLUTION FOR DDH'S PARTNERSHIP SHAREHOLDERS

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

PARTNERS'S CERTIFICATE

We, the undersigned partners of [●], of legal age, [●] (nationality), and with business address at [●], after having been duly sworn in accordance with law, hereby depose and state that:

1. At the duly held and called meeting of [●] (the "**Partnership**") held on [●] at [●], at which a quorum was present and acting throughout, the partners approved the participation of the Partnership in the share buyback program of Davao Doctors Hospital (Clinica Hilario), Inc., as follows:

“**RESOLVED**, That, the [●] (the "**Partnership**") authorize, as it hereby authorizes, the participation by the Partnership in the share buyback program (the "**Buyback Program**") of Davao Doctors Hospital (Clinica Hilario), Inc. ("**DDH**") (the "**Offer**"), and, for this purpose, the Partnership is hereby authorized to offer for purchase by DDH all of the [●] common shares of the Corporation in DDH, at the buyback price of ₱5,000.00 per share, in accordance with and subject to the Guidelines on the Implementation of the Buyback Program (the "**Guidelines**") and the terms and conditions of the Buyback Program;

“**RESOLVED**, Further, That, for purposes of the Partnership's participation in said Buyback Program, the following officer/s of the Partnership, acting singly, whose specimen signatures appear below, have been constituted to be the Partnership's duly authorized agents/representatives (the "**Authorized Representatives**"), whose respective signatures shall bind the Partnership, thus:

Name	Position	Specimen Signatures

“**RESOLVED, FINALLY**, That, without limiting the generality of the foregoing, any one of the Authorized Representatives, acting singly, shall have full power and authority to, for and on behalf of the Partnership:

- (a) Offer for sale [●] common shares in DDH owned by the Partnership to DDH and in accordance with and subject to the terms and conditions thereof, and to sign, execute, and deliver, for and on behalf of the Partnership, the common shares in DDH owned by the Partnership and the documents evidencing ownership of the common shares as contemplated by the Buyback Program, as well as any and all other documents required under the Buyback Program (including but not limited to the Irrevocable Special Power of Attorney (authorizing a DDH and its authorized representatives to process payment of capital gains taxes, documentary stamp taxes, and other taxes and filing of relevant returns, and process the eCAR Application) substantially in the form attached to the Guidelines);

- (b) Sign, execute, deliver and give any notice, request, instruction, authorization, authority, consent, special power of attorney, or waiver of any right, or receive any notice or communication, or act on any request or instruction, as may be required of, or permitted to be made by, the Partnership under the Buyback Program and any other documents contemplated thereby;
- (c) Receive or deliver any money or funds (including checks) due to the Partnership under the Buyback Program and any other document contemplated thereby, and issue a receipt for any money so received or delivered; and
- (d) Otherwise do any and all things necessary or appropriate to give full effect to and implement these resolutions.”

2. The above-quoted board resolutions are in full force and effect and have not been amended, suspended, revoked nor in any manner superseded as of the date hereof.

IN WITNESS WHEREOF, we have hereunto set our hands on this [●] in [●], Philippines.

 [Name]
 Partner

 [Name]
 Partner

REPUBLIC OF THE PHILIPPINES)
 _____) ss.

SUBSCRIBED AND SWORN TO before me in the city named above, this _____ day of _____ 2025, affiants exhibiting to me the following competent evidence of identity:

Name	Competent Evidence of Identity	Date & Place of Issue
[●]	[●]	[●]

Doc. No. _____;
 Page No. _____;
 Book No. _____;
 Series of 2025.

EXHIBIT 7
FORM OF IRREVOCABLE SPECIAL POWER OF ATTORNEY FOR DDH'S INDIVIDUAL SHAREHOLDERS

IRREVOCABLE SPECIAL POWER OF ATTORNEY

I, **[name of Participating Stockholder]**, of legal age, and with residence address at **[●]** ("**Seller**"), do hereby make, constitute and appoint **[●]** ("**Seller's Representative**") to be my lawful representative, for me and in my name, place and stead to do and perform the following acts and deeds:

- 1) To enter into and execute: (i) a Deed of Absolute Sale of Shares with Davao Doctors Hospital (Clinica Hilario), Inc. ("**DDH**") ("**Deed of Sale**") concerning the sale by the Seller of his shares in Davao Doctors Hospital (Clinica Hilario), Inc. pursuant to the share buyback program of DDHI (the "**Buyback Program**"); (ii) the Irrevocable Special Power of Attorney authorizing DDH and its authorized representatives to process payment of capital gains taxes, documentary stamp taxes, and other taxes and filing of relevant returns, and process the eCAR Application; and (iii) any and all such documents, notice, request, consent, instruction, authorization, authority, special power of attorney, deeds, agreements, notice, relating to, or concerning the Deed of Sale and the Buyback Program ("**Other Documents**");
- 2) To finalize, sign, execute and deliver the Deed of Sale, the Other Documents, and such agreements, documents and papers necessary in connection with the transaction contemplated under the Deed of Sale, including without limitation, any and all amendments or supplements thereto, all under such terms and conditions as the Seller's Representative may deem to be in the best interest of the Seller; and to do and perform any and all such acts as may be required or necessary to carry out or implement the foregoing;
- 3) To receive or deliver on behalf of the Seller any money or funds (including checks) due to DDH under the Buyback Program and any other document contemplated thereby, and issue a receipt for any money so received or delivered; and
- 4) To represent the Seller in all matters relating to the Deed of Sale and the Other Documents, and, acting on the Seller's behalf, to receive, sign, and deliver any and all documents, and perform and take any and all actions (including waivers and the giving of consent), which are required, necessary, or desirable under Deed of Sale and the Other Documents.

HEREBY GIVING AND GRANTING unto the said representative full power and authority to do and perform every act and deed and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as the Seller might or could do if personally present, hereby ratifying and confirming all that my said representative shall lawfully do or cause to be done by virtue of these presents. The Seller further confirms that any transaction document executed by the Seller's Representative is conclusive evidence of the Seller's approval of the Deed of Sale, the Other Documents and any amendments which may have been made to such documents.

[Signature and notarial page follows.]

IN WITNESS WHEREOF, I have hereunto set my hand this _____ 2025.

_____)
[•]

[If seller is also married, add –

With my spousal consent:

_____)
[•]

REPUBLIC OF THE PHILIPPINES)
) ss.

Before me, a notary public in and for the city named above, personally appeared:

Name	Government-Issued ID No.	Place/Date of Issuance
[•]	[•]	[•]
[•]	[•]	[•]

who were identified by me through competent evidence of identity to be the same person(s) described in the foregoing instrument and signed the instrument in my presence, and who took an oath before me as to such instrument.

Witness my hand and seal this _____ in _____.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2025.