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THE SEC HAS NOT APPROVED THESE SECURITIES OR DETERMINED IF THIS OFFER SUPPLEMENT IS ACCURATE OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE AND SHOULD BE REPORTED IMMEDIATELY TO THE SEC.



Globe Telecom, Inc.

The Globe Tower
32nd Street corner 7th Avenue
Bonifacio Global City, Taguig City, Philippines
Telephone Number (632) 7730-2000

PRELIMINARY OFFER SUPPLEMENT

Issuance of [up to ₱15,000,000,000.00] worth of [up to 7,500,000] Non-Voting Preferred Shares with an Oversubscription Option of [up to ₱10,000,000,000.00] worth of [up to 5,000,000 Non-Voting Preferred Shares] at an Offer Price of [₱2,000.00] per Offer Share consisting of:

Series [1]: [●]% per annum

Series [2]: [●]% per annum

to be issued under its Shelf Registration of up to 20,000,000 Non-Voting Preferred Shares with a par value of ₱50.00 per Non-Voting Preferred Share to be listed and traded on the Main Board of The Philippine Stock Exchange, Inc.

Joint Lead Issue Managers¹



Joint Underwriters and Joint Bookrunners¹



Selling Agents

Trading Participants of The Philippine Stock Exchange, Inc.

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The date of this Preliminary Offer Supplement is [●].

¹ BPI Capital Corporation, one of the Joint Lead Issue Managers and one of the Joint Underwriters and Joint Bookrunners, is a wholly-owned subsidiary of Bank of the Philippine Islands (“BPI”), an associate of the Issuer, in which Ayala has an effective ownership of 45.57% as of September 30, 2025.

Globe Telecom, Inc.
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32nd Street corner 7th Avenue
Bonifacio Global City, Taguig City, Philippines
Telephone No. (632) 7730-2000
<https://www.globe.com.ph/>

This preliminary offer supplement (“**Offer Supplement**”) relates to Globe Telecom, Inc.’s (“**Globe**” or the “**Company**”) public offer, issuance and listing of [up to ₱15,000,000,000.00] worth of [up to 7,500,000] cumulative, non-voting, non-participating, non-convertible, redeemable, and re-issuable Philippine Peso-denominated perpetual preferred shares (“**Non-Voting Preferred Shares**”) with a par value of ₱50.00 per share (the “**Base Offer**”, such shares, the “**Base Offer Shares**”), with an oversubscription option of up to [₱10,000,000,000.00] worth of up to [5,000,000] Non-Voting Preferred Shares (the “**Oversubscription Option**”, such shares, the “**Oversubscription Option Shares**”, together with the Base Offer and the Base Offer Shares, the “**Offer**” and the “**First Tranche Shares**”, respectively). The First Tranche Shares will be re-issued from the previously issued and redeemed (not currently outstanding) Non-Voting Preferred Shares in the Company’s treasury stock and may be re-issued when fully redeemed. The First Tranche Shares will be offered as the first Tranche under Globe’s shelf registration of up to [Twenty Million (20,000,000)] non-voting preferred shares with a par value of ₱50.00 share to be offered in one or more tranches (each, a “**Tranche**”), which may be comprised of one or more series per Tranche (each, a “**Series**”), at the discretion of the Issuer, and to be registered with the Securities and Exchange Commission (“**SEC**”) (“**Non-Voting Preferred Shares Program**”). A registration statement covering the Non-Voting Preferred Shares Program and the Offer was filed by the Issuer with the SEC on [●]. The Issuer prepared the preliminary prospectus dated [●] relating to the Non-Voting Preferred Shares Program (the “**Prospectus**”). In the event of any inconsistency between the Prospectus and this Offer Supplement, the more specific information provided between the two shall prevail.

The First Tranche Shares are being offered for subscription solely in the Philippines through the Joint Underwriters and Joint Bookrunners and Selling Agents named herein at the offer price of ₱2,000.00 per Offer Share (the “**Offer Price**”).

The First Tranche Shares shall be issued in up to two (2) series on [March 2, 2026] or such other date as may be agreed upon by the Issuer and BPI Capital Corporation, BDO Capital & Investment Corporation, China Bank Capital Corporation, First Metro Investment Corporation, and Security Bank Capital Investment Corporation (each a “**Joint Underwriter and Joint Bookrunner**” and collectively, the “**Joint Underwriters and Joint Bookrunners**”). Each of the Joint Underwriters and Joint Bookrunners, with the consent of the Issuer, reserves the right, but not the obligation, to exercise the Oversubscription Option and will have the discretion to allocate the Oversubscription Option.

The Company filed a Registration Statement with the SEC in connection with the Offer on [●]. An application to list the First Tranche Shares has been filed with the PSE on [●]. The PSE assumes no responsibility for the correctness of any statements made or opinions expressed in this Offer Supplement. The PSE makes no representation as to its completeness and expressly disclaims any liability whatsoever for any loss arising from reliance on the entire or any part of this Offer Supplement. Such approval for listing is permissive only and does not constitute a recommendation or endorsement of the First Tranche Shares by the PSE.

As and if declared by the Board, the [Series 1 Non-Voting Preferred Shares] shall be at a fixed rate of [●]% per annum (“**Series 1 Non-Voting Preferred Shares**”) while the Series 2 Non-Voting Preferred Shares shall be at a fixed rate of [●]% per annum (“**Series 2 Non-Voting Preferred Shares**”) calculated in respect of each First Tranche Share by reference to the Offer Price thereof in respect of each Dividend Period (as defined herein) (also the “**Initial Dividend Rate**”). Subject to the limitations described in this Offer Supplement, dividends on the First Tranche Shares will be payable semi-annually in arrear on [●] and [●] of each year (each a “**Dividend Payment Date**”). If the Dividend Payment Date is not a Business Day, dividends will be paid on the next succeeding Business Day, without adjustment as to the amount of dividends to be paid.

The Issuer may redeem in whole (and not in part), any Series or both Series of the First Tranche Shares on the Dividend Rate Step-Up Date or any Dividend Payment Date after the Dividend Rate Step-Up Date (as defined in this Offer Supplement) (also the “**Optional Redemption Date**”) at a redemption price equal to the Offer Price plus any accrued and unpaid dividends after deduction for any tax and customary transfer costs to effect the redemption (the “**Redemption Payment**”). The Redemption Payment shall be made to holders of the First Tranche Shares as of the Record Date (as defined below) by the Company for such redemption.

Unless the First Tranche Shares are redeemed by the Company on the relevant Dividend Rate Step-Up Date, the dividend rate for all following Dividend Periods shall be the higher of (a) the Initial Dividend Rate or (b) the sum of (i) the relevant Step-Up Benchmark Reference Rate on such Dividend Rate Step-Up Date, and (ii) the Step-Up Spread (see “**Summary of the Offering**”).

Dividends on the First Tranche Shares will be cumulative. If, for any reason, the Issuer’s Board does not declare a dividend on the First Tranche Shares for a dividend period, the Issuer will not pay a dividend on the Dividend Payment Date for that Dividend Period. However, on any future Dividend Payment Date on which dividends are declared, holders of the First Tranche Shares as of Record Date (as defined below) of such dividends must receive the dividends due them on such Dividend Payment Date as well as all dividends accrued and unpaid to the holders of the First Tranche Shares as of the same Record Date prior to such Dividend Payment Date (see “**Description of the First Tranche Shares**”).

Following the Offer, assuming the full exercise of the Oversubscription Option, the Company will have (a) 144,468,524 of 168,934,373 authorized common shares, (b) 158,515,021 of 160,000,000 authorized voting preferred shares, and (c) 12,500,000 of 40,000,000 authorized non-voting preferred shares, issued and outstanding. The overall rights and privileges of the holders of the First Tranche Shares are not identical with the rights and privileges of holders of existing common and voting preferred shares of the Company.

The First Tranche Shares will be listed on the Main Board of the PSE on [March 2, 2026] (the “**Issue Date**”) under the trading symbol GLOPB for the Series 1 Non-Voting Preferred Shares and GLOPC for the Series 2 Non-Voting Preferred Shares.

The gross proceeds from the Offer are expected to reach approximately ₱15,000,000,000.00 or, should the Joint Underwriters and Joint Bookrunners, with the consent of the Issuer, exercise in full the Oversubscription Option, ₱25,000,000,000.00. The net proceeds from the Offer, estimated to be at ₱[14,876,610,506.18] or ₱[24,822,761,821.97], if the Oversubscription Option is exercised in full, is determined by deducting from the gross proceeds the SEC registration fees, PSE filing fee, documentary stamp taxes, total underwriting and selling fees, SEC listing fees, taxes and other related fees and out-of-pocket expenses. The Joint Underwriters and Joint Bookrunners shall receive an underwriting and selling fee of 0.375% of the gross proceeds from the Offer equivalent to ₱56,250,000.00 for the Base Offer and an additional ₱37,500,000.00 following the full exercise of the Oversubscription Option. The underwriting and selling fee to be received by the Joint Underwriters and Joint Bookrunners shall be inclusive of the amounts to be paid to the Selling Agents (other than the PSE Trading Participants, if applicable), and exclusive of gross receipts tax and the amounts to be paid to the PSE Trading Participants, if applicable. The net proceeds are intended to be used by the Company to redeem all or a portion of the Company’s perpetual capital securities and fund capital expenditures (see “**Use of Proceeds**”).

The First Tranche Shares will constitute direct and unsecured subordinated obligations of the Issuer ranking at least *pari passu* in all respects and ratably without preference or priority among themselves with all other non-voting preferred shares issued by the Issuer.

The First Tranche Shares will be issued in scripless form. Title to the First Tranche Shares shall pass by endorsement and delivery to the transferee and registration in the registry of shareholders to be maintained by the Registrar and Depository Agent (as defined herein). Settlement of the First Tranche Shares in respect of such transfer or change of title to the First Tranche Shares, including the settlement of documentary stamp taxes, if any, arising from subsequent transfers, shall be similar to the transfer of title and settlement procedures for listed securities in the PSE (see “**Summary of the Offering**”).

Subject to compliance with law, the Company may purchase the First Tranche Shares at any time at any price either through the PSE, in the open market, by public tender or through negotiated transactions. Subject to compliance with law, any First Tranche Shares redeemed or purchased by the Company shall be recorded as treasury stock of the Company and may be re-issued in the future at such terms and at such time as the Company may determine.

All payments in respect of the First Tranche Shares are to be made free and clear of any deductions or withholding for or on account of any present or future taxes or duties imposed by or on behalf of the Government of the Republic of the Philippines (the “**Government**”), including, but not limited to, stamp, issue, registration, documentary, value-added or any similar tax or other taxes and duties, including interest and penalties. If such taxes or duties are imposed, the Issuer will pay additional amounts so that holders of First Tranche Shares will

receive the full amount of the relevant payment which otherwise would have been due and payable, provided, however, that the Issuer shall not be liable for, and the foregoing payment undertaking of the Company shall not apply to: (a) any withholding tax applicable on dividends earned or on any amounts payable to the holders of the First Tranche Shares prescribed under the National Internal Revenue Code of 1997, as amended (the “**Tax Code**”) including any additional tax on such dividends imposed by changes in law, rule, or regulation; (b) any income tax (whether or not subject to withholding); percentage tax (such as stock transaction tax), documentary stamp tax or other applicable taxes on the redemption (or receipt of the redemption price) of the First Tranche Shares; (c) any expanded value-added tax which may be payable by any holder of the First Tranche Shares on any amount to be received from the Issuer under the Offer”; (d) any withholding tax, including any additional tax imposed by change in law, rules, or regulation, on any dividend payable to any holder of First Tranche Shares; and (e) any applicable taxes on any subsequent sale or transfer of the First Tranche Shares by any holder of the First Tranche Shares which shall be for the account of such holder (or the buyer in case such buyer shall have agreed to be responsible for the payment of such taxes).

If payments become subject to additional withholding or any new tax as a result of certain changes in law, rule or regulation, or in the interpretation thereof, and such tax cannot be avoided by use of reasonable measures available to the Issuer, the Issuer may redeem in whole (and not in part), any Series or both Series of the First Tranche Shares, on any date (having given not more than sixty (60) nor less than thirty (30) days’ written notice by publication in two national newspapers) at the Offer Price plus all accrued and unpaid dividends, if any (see “**Summary of the Offering**”; the taxes applicable on the First Tranche Shares are discussed in the section on “**Philippine Taxation**” in the Prospectus).

If an Accounting Event (as defined below) occurs that will result in a change in accounting treatment of the First Tranche Shares, the Issuer may redeem in whole (and not in part), any Series or both Series of the First Tranche Shares, on any date (having given not more than sixty (60) nor less than thirty (30) days’ prior written notice) at the Offer Price, plus all accrued and unpaid dividends, if any (see “**Summary of the Offering**”).

The Offer is being conducted exclusively in the Philippines and pursuant to requirements under Philippine laws, rules and regulations that may be different from those of other countries and jurisdictions. No action has been or will be taken by the Issuer or any person on behalf of the Issuer to permit an offering of the First Tranche Shares in any jurisdiction other than the Philippines, where action for that purpose is required. Accordingly, the First Tranche Shares may not be offered or sold, directly or indirectly, nor may any offering material relating to the First Tranche Shares be distributed or published in or from any country or jurisdiction, except under circumstances that will result in compliance with any applicable laws, rules and regulations of any such country or jurisdiction. The First Tranche Shares may be owned by any person or entity regardless of citizenship or nationality, subject to the nationality limits under Philippine law. The Philippine Constitution and related statutes set forth restrictions on foreign ownership of companies that own land in the Philippines. The Company is subject to Philippine legislation restricting the aggregate foreign ownership to 40.0% of all the outstanding shares of the Company and those entitled to vote in the election of the directors. Accordingly, the Company cannot allow the issuance or the transfer of its Common Shares which may result in the Company ceasing to be at least 60.0% owned by Philippine Nationals. As of September 30, 2025, approximately 74.5% of the Company’s voting shares were held by Philippine Nationals. The Company has the right to reject an Application or reduce the number of First Tranche Shares applied for subscription or purchase if the same will cause the Company to be in breach of these nationality restrictions. See “**Summary of the Offer**,” “**Risk Factors**,” “**Description of the First Tranche Shares**” in this Offer Supplement, and “**Foreign Exchange and Foreign Investment Regulations**” and “**Description of the Securities**” in the Prospectus.

This Offer Supplement contains the final terms of the First Tranche Shares and must be read in conjunction with the Prospectus. Full information on the Company and this Offer is only available on the basis of the combination of this Offer Supplement, the Prospectus, and all other Transaction Documents. The information contained in the Prospectus are deemed incorporated by reference in this Offer Supplement. All information contained in the Prospectus are deemed qualified by, and should be read together with the disclosures, reports, and filings of the Company submitted to the SEC and the PSE pursuant to the Revised Corporation Code, the Securities Regulation Code, and the Revised Disclosure Rules of the PSE (“**Company Disclosures**”). Investors should review all information contained in the Offer Supplement, the Prospectus and the Company Disclosures.

The Company reserves the right to withdraw the Offer at any time before execution of the Underwriting Agreement and the commencement of the Offer Period. In such a case, the Company shall make the necessary disclosures to the SEC and the PSE. The Company may withdraw the Offer by providing prior written notice of such withdrawal to the Joint Lead Issue Managers and the Joint Underwriters and Joint Bookrunners at any time

on or after the commencement of the Offer Period and prior to the Issue Date, if any of the events specified in the section under “Termination of the Underwriting Agreement” of this Offer Supplement occurs, except paragraph (a).

No dealer, salesman, or any other person has been authorized to give any information or to make any representation not contained in this Offer Supplement. If given or made, any such information or representation must not be relied upon as having been authorized by the Company or any of the Joint Underwriters and Joint Bookrunners. The distribution of this Offer Supplement and the offer and sale of First Tranche Shares may, in certain jurisdictions, be restricted by law. The Company and the Joint Underwriters and Joint Bookrunners require persons into whose possession this Offer Supplement comes to inform themselves of and observe all such restrictions.

Unless otherwise stated, the information contained in this Offer Supplement has been supplied by the Company. To the best of its knowledge and belief, the Company (which has taken all reasonable care and has exercised due diligence to ensure that such is the case) confirms that the information contained in this Offer Supplement is correct, and that there is no material statement or omission of fact which would make any statement in the Prospectus misleading in any material respect. The Joint Underwriters and Joint Bookrunners have exercised reasonable due diligence required by regulations in ascertaining that all material representations contained in this Offer Supplement, and that no material information was omitted, which was necessary in order to make the statements contained in said documents not misleading.

Unless otherwise indicated, all information in this Offer Supplement is as of the date provided. Neither the delivery of this Offer Supplement nor any sale made pursuant to this Offer Supplement shall, under any circumstances, create any implication that the information contained herein is correct as of any date subsequent to the date hereof or that there has been no change in the affairs of the Company and its subsidiaries since such date.

NOTHING IN THIS OFFER SUPPLEMENT CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES, EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

Unless the context clearly indicates otherwise, any reference to the “**Company**” or “**Globe**” are references to Globe Telecom, Inc. on an unconsolidated basis, and references to the “**Group**” are references to the Company and its subsidiaries on a consolidated basis. The information contained in this Offer Supplement relating to the Company, its operations and those of its subsidiaries has been supplied by the Company, unless otherwise stated herein. In accordance with the requirements of applicable laws and regulations in the Philippines for the sale of securities, such as the First Tranche Shares, in the Philippines, the Joint Underwriters and Joint Bookrunners and the Company have exercised the required due diligence to the effect that, and the Joint Underwriters and Joint Bookrunners and the Company confirm that to the best of their knowledge and belief after having taken reasonable care to ensure that such is the case, as of the date of this Offer Supplement, the information contained in this Offer Supplement relating to the Company and its operations is true and there is no material misstatement or omission of fact which would make any statement in this Offer Supplement misleading in any material respect. Each person contemplating an investment in the First Tranche Shares should make their own investigation and analysis of the creditworthiness of the Company and their own determination of the suitability of any such investment.

Unless otherwise indicated, all information in this Offer Supplement is as of the date of this Offer Supplement and, other than as may be required by applicable law or regulations, the Company undertakes no obligation to update such information to reflect subsequent events or circumstances. Neither the delivery of this Offer Supplement nor any sale made pursuant to this Offer Supplement shall, under any circumstances, create any implication that the information contained herein is correct as of any date subsequent to the date hereof or that there has been no change in the affairs of the Company since such date. The Joint Underwriters and Joint Bookrunners have not prepared or certified any part of this Offer Supplement, and assume no liability for information supplied by the Company in relation to this Offer Supplement and do not make any representation, express or implied, as to the accuracy and completeness of this Offer Supplement.

In making an investment decision, investors must rely on their own examination of the Company and the terms of the Offer, including the material risks involved. Investors are not entitled to rely on any of the Joint Underwriters and Joint Bookrunners for purposes of making an investment decision to subscribe to the First Tranche Shares. The Offer is being made on the basis of this Offer Supplement only.

Market data and certain industry data used throughout this Offer Supplement were obtained from internal surveys, market research, publicly available information and industry publications. Industry publications generally state that the information contained therein has been obtained from sources believed to be reliable, but that the accuracy and completeness of such information is not guaranteed. Similarly, internal surveys, industry forecasts and market research, while believed to be reliable, have not been independently verified, and neither the Company nor the Joint Underwriters and Joint Bookrunners make any representation or warranty, express or implied, as to the accuracy and completeness of such information.

This Offer Supplement includes forward-looking statements and other information that involves risks, uncertainties and assumptions. The Company has based these forward-looking statements largely on its current expectations and projections about future events and financial trends affecting its business. The words “anticipates,” “believes,” “estimates,” “continues,” “will,” “plans,” “expects,” “intends,” “may,” “predicts,” “projects” and similar expressions are intended to identify forward-looking statements. In light of these risks and uncertainties associated with forward-looking statements, investors should be aware that the forward-looking events and circumstances discussed in this Offer Supplement might not occur. The Company’s actual results could differ substantially from those anticipated in the Company’s forward-looking statements. Globe is organized under the laws of the Republic of the Philippines. Its principal office is at The Globe Tower, 32nd Street corner 7th Avenue, Bonifacio Global City, Taguig City, Philippines, with telephone number (632) 7730-2000.

A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ("SEC"), BUT HAS NOT YET BEEN DECLARED EFFECTIVE. NO OFFER TO BUY THE SECURITIES CAN BE ACCEPTED AND NO PART OF THE PURCHASE PRICE CAN BE RECEIVED UNTIL THE REGISTRATION STATEMENT HAS BECOME EFFECTIVE THEREBY, AND ANY SUCH OFFER MAY BE WITHDRAWN OR REVOKED, WITHOUT OBLIGATION OR COMMITMENT OF ANY KIND, AT ANY TIME PRIOR TO THE NOTICE OF ITS ACCEPTANCE. AN INDICATION OF INTEREST IN RESPONSE HERETO INVOLVES NO OBLIGATION OR COMMITMENT OF ANY KIND. THIS OFFER SUPPLEMENT SHALL NOT CONSTITUTE AN OFFER TO SELL OR BE CONSIDERED A SOLICITATION OF AN OFFER TO BUY.

GLOBE TELECOM, INC.

By:

Carl Raymond R. Cruz

President and Chief Executive Officer

REPUBLIC OF THE PHILIPPINES)
CITY OF TAGUIG) S.S.

Before me, a notary public for and in the city named above, personally appeared Carl Raymond R. Cruz, known to me and to me known to be the same person who presented the foregoing instrument and signed the instrument in my presence, who took an oath before me as to such instrument, and who presented to me his evidence of identity, as follows: Passport No _____ issued on _____ and issued by _____.

Witness my hand and seal this _____ at Taguig City.

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

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GLOSSARY OF TERMS

The following is a listing of some of the terms and abbreviations used throughout this Offer Supplement:

AC	Ayala Corporation
Application or Application to Purchase	the document to be accomplished by the Applicants for the application to purchase the First Tranche Shares, together with all other requirements set forth
Articles of Incorporation	Articles of Incorporation of Globe, as amended
Business Day	any day, other than Saturday, Sunday and public non-working holidays on which the BSP's Philippine Payment and Settlement System (PhilPaSS) and the Philippine Clearing House Corporation (or, in the event of discontinuance of their respective functions, their respective replacements) are open and available for clearing and settlement, and commercial banks are generally open for business in Taguig City, Metro Manila, Philippines.
BAP	the Bankers' Association of the Philippines
Base Offer	the issuance of [up to ₱15,000,000,000.00] worth of [up to 7,500,000] cumulative, non-voting, non-participating, non-convertible, redeemable, re-issuable Philippine Peso-denominated perpetual Non-Voting Preferred Shares of Globe.
Base Offer Shares	the [up to 7,500,000] Non-Voting Preferred Shares subject of the Base Offer.
BDO Capital	BDO Capital & Investment Corporation
BGC	Bonifacio Global City
Board	Board of Directors of Globe
BPI Capital	BPI Capital Corporation
BSP	Bangko Sentral ng Pilipinas
CAR	Certificate Authorizing Registration
Chinabank Capital	China Bank Capital Corporation
Depository Participant	a person, including securities brokers and custodians, that maintains an account with the PDTC
Director	Director of Globe
Executive officer	executive officer of Globe
First Metro	First Metro Investment Corporation
Globe	Globe Telecom, Inc.
Government	Government of the Republic of the Philippines

Group	Globe Telecom, Inc. and its consolidated subsidiaries
Issue Date	means [March 2, 2026], or the date on which the First Tranche Shares are expected to be issued and recorded in the name of accepted Applicants and when trading of the First Tranche Shares under the symbols “GLOPB” for Series 1 Non-Voting Preferred Shares and “GLOPC” for Series 2 Non-Voting Preferred Shares will commence on the PSE, or on such other date as may be agreed upon between the Issuer and the Joint Underwriters and Joint Bookrunners with the consent of the PSE.
Joint Lead Issue Managers	BPI Capital, BDO Capital, and Chinabank Capital acting in such capacity for the Offer.
Joint Underwriters and Joint Bookrunners	BPI Capital, BDO Capital, Chinabank Capital, First Metro, and Security Bank Capital.
Listing Application	means the listing application filed with the PSE covering the First Tranche Shares.
Local Small Investors or LSIs	as defined under the PSE Rules, share subscribers or purchasers who are willing to subscribe or purchase at the minimum subscription amount but not to exceed ₱100,000.00, provided, however, that the PSE may increase the maximum subscription amount for the LSI, on a case-to-case basis. In the case of this Offer, the minimum subscription of LSIs shall be [25] First Tranche Shares or ₱[50,000.00], while the maximum subscription shall be [500] First Tranche Shares or [₱1,000,000.00] .
LSI Guidelines	the implementing guidelines for the reservation and allocation of shares for the LSI through the PSE, prepared for the Offer and approved by the PSE.
LSI Shares	up to [750,000] First Tranche Shares, which may be increased by up to an additional [375,000] First Tranche Shares, to be offered to LSI.
Material Adverse Effect	a material adverse effect, or any development involving a prospective material adverse effect, whether individually or in the aggregate, whether or not arising in the ordinary course of business, on: (a) the business condition (financial or otherwise), assets, liabilities, results of operations, profitability, business, operations, management, properties, prospects, shareholders’ equity or general affairs of the Issuer, taken as a whole; (b) the ability of the Issuer to perform its obligations under or to consummate the transactions contemplated by each of the Transaction Documents, and the Prospectus; or (c) the legality, validity, or enforceability of the Transaction Documents, or the listing of the First Tranche Shares on the PSE.
Notice of Approval	the notice of approval issued by PSE, dated [•] covering the listing application for the First Tranche Shares.
Offer	the public offering and sales of the First Tranche Shares.

Offer Period	the period commencing at 9:00 a.m. of [February 13, 2026] and closing at 12:00 noon of [February 20, 2026], or the immediately succeeding Business Day if any day within the Offer Period is not a Business day, unless shortened or extended by an agreement between Globe and the Joint Lead Issue Managers in consultation with the Joint Underwriters and Joint Bookrunners, subject to proper disclosures to the SEC and the PSE.
Offer Price	₱2,000.00 per Offer Share.
Offer Supplement	the offer supplement dated [●], 2026 issued in respect of the Offer by Globe of the First Tranche Shares, and all amendments, supplements, and addenda thereto.
First Tranche Shares	the Base Offer Shares and Oversubscription Option Shares.
Oversubscription Option Shares	the up to [5,000,000] Non-Voting Preferred Shares under the Oversubscription Option.
Oversubscription Option	the option given by the Issuer in favor of the Joint Underwriters and Joint Bookrunners to, in consultation with the Issuer, increase the offer size by up to [5,000,000] Non-Voting Preferred Shares, to cover oversubscriptions, if any.
PCD	Philippine Central Depository, Inc.
PCD Nominee	PCD Nominee Corporation
PDS	Philippine Dealing System
PDTC	Philippine Depository & Trust Corp., the central securities depository of, among other, securities listed and traded on the PSE
Permit to Sell Securities	the permit issued by the SEC that will allow the First Tranche Shares to be offered and sold to the public in the Philippines pursuant to the SRC.
Philippines	Republic of the Philippines
Prospectus	the prospectus dated [●], 2026 issued in respect of the Non-Voting Preferred Shares Program, and all amendments, supplements, and addenda thereto.
PSE	The Philippine Stock Exchange, Inc.
PSE EASy	the PSE Electronic Allocation System
PSE Trading Participants	the active member-brokers of the PSE.
Qualified Buyers	qualified buyers as defined in Section 10(l) of the SRC and Sections 10.1.3 and 10.1.11 of its Implementing Rules and Regulations
R.A.	Republic Act
Receiving Agent	Stock Transfer Service, Inc., appointed by the Issuer under the terms of the RPARA.

Record Date	Cut-off date in determining the holders of the First Tranche Shares entitled to receive dividends or Redemption Payment.
Registrar	Stock Transfer Service, Inc., appointed by the Issuer under the terms of the RPARA.
Registration Statement	the registration statement and other supporting documents (including the Prospectus and this Offer Supplement) filed by Globe with the SEC covering the Non-Voting Preferred Shares Program and the offer and sale to the public in the Philippines of the First Tranche Shares, as the same may be amended or supplemented in accordance with the SRC and applicable rules of the SEC.
Regulation S	Regulation S under the U.S. Securities Act
RPARA	the Receiving, Paying Agency, and Registry Agreement executed by and between the Issuer and Stock Transfer Service, Inc., as the Receiving Agent, Stock Transfer Agent, Registrar and Paying Agent, in connection with the Offer.
SCCP	Securities Clearing Corporation of the Philippines
Security Bank Capital	Security Bank Capital Investment Corporation
SEC	The Philippine Securities and Exchange Commission
SEC Order	the order of registration issued by the SEC rendering the Registration Statement covering the Non-Voting Preferred Shares Program effective.
Selling Agent	the active, operating, and duly authorized PSE Trading Participants and other duly licensed and authorized financial institutions that are engaged by the Joint Underwriters and Joint Bookrunners for the sale and distribution of the First Tranche Shares to the public.
SRC	Philippines Securities Regulation Code and its implementing rules and regulations, as may be amended from time to time.
Stock Transfer Agent	Stock Transfer Service, Inc. or the stock transfer agent appointed by the Issuer as such under the terms of the RPARA.
STSI	Stock Transfer Service, Inc.
Tax Code	National Internal Revenue Code of 1997, as amended
TP Guidelines	the implementing guidelines for the reservation and allocation of Globe Telecom, Inc.'s cumulative, non-voting, non-participating, non-convertible, redeemable, re-issuable Philippine Peso-denominated perpetual Non-Voting Preferred Shares for the PSE Trading Participants, prepared for the Offer and approved by the PSE.
TP Shares	the First Tranche Shares that will be allocated to each PSE Trading Participant for purchase by or through each PSE Trading Participant.
U.S or United States.	United States of America, its territories and possessions, any State

	of the United States and the District of Columbia
UK	the United Kingdom
Underwriting Agreement	The issue management and underwriting agreement executed by the Company and the Joint Underwriters and Joint Bookrunners
U.S. Securities Act	the U.S. Securities Act of 1933, as amended
Trading Day	a day on which the PSE is open for trading.
Transaction Documents	the Underwriting Agreement, the RPARA, and any other agreement executed in connection with the Offer.

Titles of sections, subsections and clauses in this Offer Supplement are used for convenience of reference only and do not limit or affect the interpretation of the sections, subsections and clauses hereof. In case of conflict between the provisions of this Offer Supplement and the Transaction Documents, the provisions of the Transaction Documents shall prevail.

SUMMARY OF THE OFFERING

The following summary of the Offer does not purport to be a complete listing of all the rights, obligations, and privileges attaching to or arising from the First Tranche Shares. It is qualified in its entirety by the Prospectus and the remainder of the Offer Supplement. Some rights, obligations, or privileges may be further limited or restricted by other documents and subject to final documentation. Prospective investors are enjoined to perform their own independent investigation and analysis of the Company and the First Tranche Shares. Each prospective investor must rely on its own appraisal of the Company and the First Tranche Shares and its own independent verification of the information contained herein and any other investigation it may deem appropriate for the purpose of determining whether to invest in the First Tranche Shares and must not rely solely on any statement or the significance, adequacy, or accuracy of any information contained herein. The information and data contained herein are not a substitute for the prospective investor's independent evaluation and analysis.

Issuer..... Globe Telecom, Inc. (the “**Company**” or “**Globe**”), a company incorporated under the laws of the Republic of the Philippines.

The Offer..... Globe, through the Joint Underwriters and Joint Bookrunners and Selling Agents named herein, is offering, by way of a re-issuance from treasury, [up to ₱15,000,000,000.00] worth of [up to 7,500,000] cumulative, non-voting, non-participating, non-convertible, redeemable, and re-issuable Philippine Peso-denominated perpetual preferred shares (“**Non-Voting Preferred Shares**”), with a par value of ₱50.00 per share (the “**Base Offer Shares**”), with an oversubscription option of up to [₱10,000,000,000.00] worth of up to [5,000,000] Non-Voting Preferred Shares (the “**Oversubscription Option Shares**”, together with the Base Offer Shares, the “**First Tranche Shares**”).

The Oversubscription Option is exercisable by the Joint Underwriters and Joint Bookrunners with the consent of the Issuer.

The Issuer has the discretion to allocate the First Tranche Shares between the Series 1 Non-Voting Preferred Shares and Series 2 Non-Voting Preferred Shares, or depending on prevailing market conditions, to fully allocate the entire First Tranche Shares to just one series, based on bids received from the book-building process of the Joint Underwriters and Joint Bookrunners.

Offer Price..... ₱2,000.00 per Offer Share.

Initial Dividend Rate..... The First Tranche Shares will, subject to the Dividend Payment Conditions (see below), bear cumulative, non-participating dividends based on the Offer Price per Offer Share, payable semi-annually in arrear on the Dividend Payment Date (as defined below) at the following fixed rates from Issue Date:

Series 1 Non-Voting Preferred Shares: [●]% per annum
Series 2 Non-Voting Preferred Shares: [●]% per annum

The Initial Dividend Rate may be subsequently adjusted on a Dividend Rate Step-Up Date (as defined below). Dividends will be calculated on a 30/360-day basis.

Applicable Dividend Rate..... The Applicable Dividend Rate for a Dividend Period will be (a) the Initial Dividend Rate or (b) if the dividend rate is subject to re-setting, such dividend rate resulting from the Dividend Rate Adjustment.

Dividend Rate Step-Up Date..... Unless redeemed on an Optional Redemption Date, the Initial

Dividend Rate will be re-set on the following dates:

Series 1 Non-Voting Preferred Shares: Payment date of the 10th Dividend Period, indicatively on the 5th anniversary of the Issue Date.

Series 2 Non-Voting Preferred Shares: Payment date of the 20th Dividend Period, indicatively on the 10th anniversary of the Issue Date.

Dividend Rate Adjustment.....

On and from the Dividend Rate Step-Up Date, the Applicable Dividend Rate for all subsequent Dividend Periods (as defined below) shall be the higher of:

- (a) the Applicable Initial Dividend Rate on such Dividend Rate Step-Up Date; or
- (b) the applicable Step-Up Benchmark Reference Rate (as defined below) on the relevant Dividend Rate Step-Up Date plus the Step-Up Spread.

Step-Up Benchmark Reference Rate

The simple average of the applicable PHP BVAL Reference Rate, as published on the website of the Philippine Dealing System Group or, if unavailable, the Philippine Dealing & Exchange Corp. (“**PDEX**”) page of Bloomberg (or such successor website or page of the publication agent or electronic service provider), as relevant, for the three (3) consecutive Business Days immediately preceding and ending on the applicable Dividend Rate Step-Up Date:

Series	Dividend Rate Step-Up Date	Applicable Benchmark Rate
Series 1 Non-Voting Preferred Shares	5 th anniversary of the Issue Date	10-year PHP BVAL Reference Rate
Series 2 Non-Voting Preferred Shares	10 th anniversary of the Issue Date	20-year PHP BVAL Reference Rate

In the event that BVAL is replaced by a new benchmark rate as determined by the Bankers Association of the Philippines (“**BAP**”) or the Bangko Sentral ng Pilipinas (“**BSP**”), such new benchmark rate shall be adopted for purposes of determining the dividend rate.

Step-Up Spread.....

Series	Dividend Rate Step-Up Date	Applicable Step-Up Spread
Series 1 Non-Voting Preferred Shares	5 th anniversary of the Issue Date	3.00%
Series 2 Non-Voting Preferred Shares	10 th anniversary of the Issue Date	3.00%

Dividend Payment Conditions.....

The Issuer has full discretion over the declaration and payment of dividends on the First Tranche Shares, to the extent permitted by law. The Board will not declare and pay dividends on any Dividend Payment Date where (a) payment of the dividend would cause Globe to breach any of its financial covenants; or (b) the unrestricted retained earnings available to Globe for distribution as dividends are not sufficient to enable Globe to pay the dividends in full on all other classes of Globe's outstanding shares that are scheduled to be paid on or before any Dividend Payment Date and that have an equal right and priority to dividends as the First Tranche Shares.

If the unrestricted retained earnings available to distribute as dividends are, in the Board's opinion, not sufficient to enable the Issuer to pay in full on the same date both dividends on the First Tranche Shares and the dividends on other shares that have an equal right to dividends as the First Tranche Shares, the Issuer is required first, to pay in full, or to set aside an amount equal to, all dividends scheduled to be paid on or before that Dividend Payment Date on any shares with a right to dividends ranking in priority to that of the First Tranche Shares; and second, to pay dividends on the First Tranche Shares and any other shares ranking equally with the First Tranche Shares as to participation in profits pro rata to the amount of the cash dividends scheduled to be paid to them. The amount scheduled to be paid will include the amount of any dividend payable on that date and any arrear on past cumulative dividends on any shares ranking equal in the right to dividends with the First Tranche Shares.

The profits available for distribution are, in general and with some adjustments, equal to the Issuer's accumulated, realized profits less accumulated, realized loss.

Dividends on the First Tranche Shares will be cumulative and non-participating. If for any reason the Issuer's Board does not declare a dividend on the First Tranche Shares for a Dividend Period, the Issuer will not pay a dividend on the Dividend Payment Date for that Dividend Period. However, on any future Dividend Payment Date on which dividends are declared, holders of the First Tranche Shares must receive the dividends due them on such Dividend Payment Date as well as all dividends accrued and unpaid to the holders of the First Tranche Shares prior to such Dividend Payment Date.

Holders of First Tranche Shares shall not be entitled to participate in any other or further dividends beyond the dividends specifically payable on the First Tranche Shares.

Dividend Payment Dates.....

Dividends will be payable on [●] and [●] of each year (each a "**Dividend Payment Date**"), being the last day of each 6-month dividend period (a "**Dividend Period**"), as and if declared by the Issuer in accordance with the terms and conditions of the First Tranche Shares. If the Dividend Payment Date is not a Business Day, dividends will be paid on the next succeeding Business Day, without adjustment as to the amount of dividends to be paid.

Payment to Shareholders arising from the First Tranche Shares.....

All payments of dividends and any other amounts under the First Tranche Shares shall be paid by the Issuer in Philippine Pesos. On the relevant payment dates, the Paying Agent shall (a) make available to shareholders, checks drawn against the Payment Settlement Account in the amount due to each shareholder of record

as of the relevant Record Date, either (i) for pick-up by the shareholder or its duly authorized representative at the office of the Paying Agent or (ii) delivery via courier or, if courier service is unavailable for deliveries to the registered address of the relevant shareholder, via mail, at the shareholder's risk, to the registered address of the shareholder appearing in the Registry of Shareholders or (b) deposit and pay the amount due to each shareholder as of the relevant Record Date to the bank account nominated by the shareholder; provided that the shareholder has complied with the credit to account requirements of the Paying Agent and such shareholder's nominated bank account has qualified for the credit to account facility of the Paying Agent.

Perpetual.....

The First Tranche Shares are equity securities in the capital stock of Globe and thus have no fixed maturity or mandatory redemption date. The First Tranche Shares are not repayable in cash unless the Board should approve resolutions providing for the optional redemption of the First Tranche Shares for the cash redemption amount set out in the terms and conditions of the First Tranche Shares, at the sole discretion of the Board. Furthermore, holders of the First Tranche Shares have no right to require the Issuer to redeem the First Tranche Shares.

Optional Redemption and Purchase..

Globe has the option, but not the obligation, to redeem in whole (and not in part) any Series or both Series of the First Tranche Shares (having given not less than thirty (30) days' prior written notice nor more than sixty (60) days' prior written notice by publication (either in print or digital format) in two national newspapers) on:

- (a) the Dividend Rate Step-Up Date; or
- (b) any Dividend Payment Date after the Dividend Rate Step-Up Date.

Exercise of Globe's redemption option shall be completed by payment of the redemption price equal to the Offer Price plus any accrued and unpaid dividends after deduction for any tax and customary transfer costs to effect the redemption (the "**Redemption Payment**"). Administrative costs and expenses, including the cost of checks used, supplies, paying agent services, courier and mailing costs in relation to effecting the redemption shall be for the account of Globe. The Redemption Payment shall be made to the holders of the First Tranche Shares as of the Record Date set by Globe for such redemption.

Subject to compliance with law, the Issuer may purchase the First Tranche Shares at any time at any price either through the PSE, in the open market, by public tender or through negotiated transactions.

Any First Tranche Shares redeemed or purchased by Globe shall be recorded as treasury stock of Globe and may be re-issued in the future at such terms and at such time as Globe may determine.

Holders of the First Tranche Shares have no right to require the Issuer to redeem the Offer Shares.

Any First Tranche Shares redeemed or purchased by the Issuer shall be recorded as treasury stock of the Issuer and may be re-issued in the future at such terms and at such time as the Issuer may determine.

In the event the Optional Redemption Date which the Issuer has chosen to redeem the First Tranche Shares falls on a day that is not a Business Day, the redemption shall be made on the next succeeding day that is a Business Day, without adjustment as to the Redemption Payment, and the amount of dividends to be paid.

Early Redemption Due to Occurrence of a Tax Event.....

If payments become subject to additional withholding or any new tax as a result of certain changes in law, rule or regulation, or in the interpretation thereof, and such tax cannot be avoided by use of reasonable measures available to the Issuer, the Issuer may redeem in whole (and not in part), any Series or both Series of the First Tranche Shares, on any date (having given not less than thirty (30) nor more than sixty (60) days' notice) at the Offer Price plus all accrued and unpaid dividends, if any.

Early Redemption Due to Changes in Accounting Treatment of the First Tranche Shares.....

If an Accounting Event occurs that will result in a change in accounting treatment of the First Tranche Shares, the Issuer may redeem in whole (and not in part), any Series or both Series of the First Tranche Shares on any date (having given not more than sixty (60) nor less than thirty (30) days' prior notice) at the Offer Price plus all accrued and unpaid dividends, if any.

An Accounting Event shall occur if in the opinion of Globe with due consultation with its independent auditors, at the relevant time there is a change in applicable accounting standards that result in more than an insubstantial risk that either the First Tranche Shares or the funds raised through the issuance of the First Tranche Shares may no longer be recorded as "equity" to the full extent as at the Issue Date pursuant to PFRS Accounting Standards, or such other accounting standards, which succeed PFRS Accounting Standards, as adopted in the Philippines, applied by the Issuer for drawing up its financial statements for the relevant financial year.

No Sinking Fund.....

Globe has not established and currently does not intend to establish a sinking fund for the redemption of the First Tranche Shares.

Perpetual / No Fixed Maturity.....

The First Tranche Shares are equity securities in the capital stock of Globe and thus have no fixed maturity or mandatory redemption date. The First Tranche Shares are not repayable in cash unless the Board should approve resolutions providing for the optional redemption of the First Tranche Shares for the cash redemption amount set out in the terms and conditions of the First Tranche Shares, at the sole discretion of the Board.

Philippine Taxation.....

All payments in respect of the First Tranche Shares are to be made free and clear of any deductions or withholding for or on account of any present or future taxes or duties imposed by or on behalf of Republic of the Philippines, including but not limited to, documentary stamp, issue, registration, value added or any similar tax or other taxes and duties, including interest and penalties. If such taxes or duties are imposed, Globe will pay additional amounts so that shareholders will receive the full amount of the relevant payment which otherwise would have been due and payable. Provided, however, that Globe shall not be liable for:

- (a) any withholding tax applicable on dividends earned or on any amounts payable to the holders of the First Tranche Shares prescribed under the Tax Code including any

additional tax on such dividends imposed by changes in law, rule, or regulation;

- (b) any income tax (whether or not subject to withholding), percentage tax (such as stock transaction tax), documentary stamp tax or other applicable taxes on the redemption (or receipt of the redemption price) of the First Tranche Shares or any liquidating distributions as may be received by a holder of the First Tranche Shares;
- (c) any expanded value-added tax which may be payable by any holder of the First Tranche Shares on any amount to be received from the Issuer under the Offer;
- (d) any withholding tax, including any additional tax imposed by change in law, rules, or regulation, on any dividend payable to any holder of the First Tranche Shares; and
- (e) any applicable taxes on any subsequent sale or transfer of the First Tranche Shares by any holder of the First Tranche Shares which shall be for the account of such holder (or the buyer in case such buyer shall have agreed to be responsible for the payment of such taxes).

Any documentary stamp tax for the recording of the First Tranche Shares in the name of an investor under the Offer shall be paid for by Globe. After the Issue Date, taxes generally applicable to a subsequent sale of the First Tranche Shares by any shareholder, including receipt by such shareholder of a Redemption Payment, shall be for the account of the said shareholder.

Liquidation Rights.....

In the event of a return of capital in respect of the Issuer's winding up or otherwise (whether voluntarily or involuntarily) (but not on a redemption or purchase by the Issuer of any of its share capital), the shareholders at the time outstanding will be entitled to receive, in Philippine Pesos out of the Issuer's assets available for distribution to shareholders, together with the holders of any other of the Issuer's shares ranking, as regards repayment of capital, *pari passu* with the First Tranche Shares and before any distribution of assets is made to holders of any class of the Issuer's shares ranking junior to the First Tranche Shares as regards repayment of capital, liquidating distributions in an amount of ₱2,000.00 per Non-Voting Preferred Share plus an amount equal to any dividends declared but unpaid in respect of the previous Dividend Period and any accrued and unpaid dividends for the then-current Dividend Period to (and including) the date of commencement of the Issuer's winding up or the date of any such other return of capital, as the case may be. If, upon any return of capital in the Issuer's winding up, the amount payable with respect to the First Tranche Shares and any other of the Issuer's shares ranking as to any such distribution *pari passu* with the First Tranche Shares are not paid in full, the holders of the First Tranche Shares and of such other shares will share ratably in any such distribution of the Issuer's assets in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the shareholders will have no right or claim to any of the Issuer's remaining assets and will not be entitled to any further participation or return of capital in a winding up.

Non-convertible.....	The First Tranche Shares shall not be convertible into Issuer's common or voting preferred shares, other preferred shares, whether voting or non-voting or any other classes of shares that the Issuer may issue now or in the future.
Non-voting.....	Under the Amended Articles of Incorporation, the holders of the First Tranche Shares shall have no voting rights except as specifically provided by law. Thus, holders of the First Tranche Shares shall not be eligible, for example, to vote for or elect the Company's Directors or to vote for or against the issuance of a stock dividend. Holders of the First Tranche Shares, however, may vote on matters which the Revised Corporation Code considers significant corporate acts that may be implemented only with the approval of shareholders, including those holding shares denominated as non-voting in the Amended Articles of Incorporation. Please refer to the section on "<i>Description of the Securities</i>" of the Prospectus and "<i>Description of the First Tranche Shares</i>" in this Offer Supplement.
Form, Title and Registration of the First Tranche Shares.....	The First Tranche Shares will be in scripless form and shall be lodged with the PDTC not later than Issue Date. The applicant must provide the information required for the PDTC lodgment of the First Tranche Shares. The applicant may request to receive stock certificates through their nominated PDTC depository participant after the Issue Date. Any expense to be incurred for such issuance of certificates shall be borne by the applicant. The First Tranche Shares will constitute the direct and unsecured subordinated obligations of the Issuer ranking at least <i>pari passu</i> in all respects and ratably without preference or priority among themselves with all other non-voting preferred shares issued by the Issuer.
Status of the First Tranche Shares in the Distribution of Assets in the Event of Dissolution.....	
Selling and Transfer Restrictions...	Initial placement of the First Tranche Shares and subsequent transfers of interests in the First Tranche Shares shall be subject to applicable selling restrictions and registration requirements for equity securities as may prevail in the Philippines from time to time.
Title and Transfer.....	Legal title to the First Tranche Shares shall pass by endorsement and delivery to the transferee and registration in the Registry of Shareholders to be maintained by the Registrar. Settlement of the First Tranche Shares in respect of such transfer or change of title to the First Tranche Shares, including the settlement of documentary stamp taxes, if any, arising from subsequent transfers, shall be similar to the transfer of title and settlement procedures for listed securities in the PSE.
Governing Law.....	The First Tranche Shares will be re-issued pursuant to, and the terms and conditions of the First Tranche Shares will be governed by, the laws of the Republic of the Philippines.
Offer Period.....	The Offer Period shall commence at 9:00 a.m. on [February 13, 2026] and end at 12:00 noon on [February 20, 2026], or on such other times or dates as may be agreed upon between the Issuer, the Joint Lead Issue Managers and the Joint Underwriters and Joint

Bookrunners. Globe, the Joint Lead Issue Managers and the Joint Underwriters and Joint Bookrunners reserve the right to extend or terminate the Offer Period with the approval of the SEC and the PSE.

Minimum Subscription.....

Each Application to Purchase shall be for a minimum of [25] First Tranche Shares, equivalent to ₱50,000.00, and thereafter, in multiples of [5] First Tranche Shares equivalent to ₱10,000.00. No Application to Purchase for multiples of any other number of First Tranche Shares will be considered.

Eligible Investors.....

The First Tranche Shares may be owned or subscribed to by any (a) natural person of legal age who is a resident of the Philippines, regardless of nationality; or (b) a corporation, partnership, association, trust account, fund or entity, that is a resident in and organized under the laws of the Philippines and/or licensed to do business in the Philippines, regardless of nationality, provided that at any time, at least 60% of the outstanding capital stock of Globe shall be owned by citizens of the Philippines or by partnerships, associations or corporations at least 60% of whose voting stock or voting power is owned and controlled by citizens of the Philippines. In addition, under certain circumstances Globe may reject an Application to Purchase or reduce the number of First Tranche Shares applied for subscription or purchase.

As of September 30, 2025, approximately 74.5% of the Company's voting shares were held by Philippine Nationals. After completion of the Offer, foreign equity shall not exceed 40.0% of the Company's share capital.

For more information, see the sections titled "**Risk Factors**" and "**Description of the First Tranche Shares**" in this Offer Supplement and "**Risk Factors**" and "**Description of the Securities**" in the *Prospectus*.

Subscription to the First Tranche Shares may be restricted by law or in certain jurisdictions. An International Investor or any persons classified as U.S. Persons under the Foreign Account Tax Compliance Act of the United States, as this may be amended from time to time are neither eligible to receive documents related to the First Tranche Shares nor to subscribe or purchase the First Tranche Shares. For avoidance of doubt, an **International Investor** means any person or entity that is not a: (a) natural person of legal age who is resident in the Philippines, regardless of nationality; or (b) corporation, association partnership, trust account, fund or entity, that is resident in and organized under the laws of the Philippines and/or licensed to do business in the Philippines, regardless of nationality. U.S. Persons include: (1) a U.S. citizen (including dual citizen); (2) a U.S. resident alien for U.S. tax purposes; (3) a US partnership; (4) a U.S. corporation; (5) any U.S. estate; (6) any U.S. trust if: (a) a court within the United States is able to exercise primary supervision over the administration of the trust; (b) one of more U.S. persons have the authority to control all substantial decisions of the trust; (7) any other person that is not a non-U.S. person.

Application Procedure.....

Application to Purchase may be obtained from a Joint Underwriter and Joint Bookrunner or Selling Agent. All applications shall be evidenced by the Application to Purchase, duly executed in each

case by an authorized signatory of the applicant and accompanied by two completed signature cards, the corresponding payment for the First Tranche Shares covered by the application and all other required documents including documents required for registry with the Registrar and Depository Agent. The duly executed Application to Purchase and required documents should be submitted to the Joint Underwriters and Joint Bookrunners or Selling Agents on or prior to the set deadline for submission of Applications to Purchase for the Joint Underwriters and Joint Bookrunners and Selling Agents, respectively. If the applicant is a corporation, partnership, or trust account, the application must be accompanied by the required documents indicated on the Application to Purchase.

The Company plans to make available 20% of the Base Offer Shares or [1,500,000] First Tranche Shares for distribution to the respective clients of the [122] Trading Participants of the PSE, acting as Selling Agents. The First Tranche Shares allocated to the PSE Trading Participants will be distributed following the procedures indicated in the implementing guidelines for the offering to Trading Participants of the First Tranche Shares to be announced in the PSE Electronic Disclosure Generation Technology by the PSE.

The Company has also set aside 10% of the Base Offer Shares or [750,000] First Tranche Shares for distribution to Local Small Investors (“**LSI Allocation**”), provided that the LSI Allocation shall be increased to up to [1,125,000] First Tranche Shares if the total amount of First Tranche Shares in Applications to Purchase submitted by LSIs is five (5) times or more than the LSI Allocation. In the event that the total demand by LSIs for the First Tranche Shares exceed the maximum allocation of up to [1,125,000], the Joint Underwriters and Joint Bookrunners shall allocate the First Tranche Shares by balloting. The First Tranche Shares allocated to the Local Small Investors will be distributed following the procedures indicated in the implementing guidelines for the offering to Local Small Investors of the First Tranche Shares to be announced in the PSE Electronic Disclosure Generation Technology by the PSE.

**Payment for the First Tranche
Shares.....**

For Trading Participants, the First Tranche Shares must be paid for in full upon submission of the Application to Purchase. The subscription may be paid in full in Pesos upon the submission of the duly completed and signed Application to Purchase and specimen signature card together with the requisite attachments.

Payment by the Trading Participants shall be in the form of either:

- over-the-counter cash or check deposit using the BPI Bills Payment facility with the following details:

Account Name:	[GLOBE PREFERRED SERIES 1 AND 2]
Bank:	Bank of the Philippine Islands
Bank Address:	[G/F Rufino Tower Bldg. 6784 Ayala Ave. cor. V.A. Rufino Street, Makati City]
Branch Name:	[Rufino Tower Branch]
Account No.:	[●]

For check payments, only personal or corporate checks, and manager’s or cashier’s checks with a clearing period of not more than one (1) Business Day and drawn against any BSP

authorized agent bank will be accepted. The check must be dated as of the date of submission of the Application, made payable to “[GLOBE PREFERRED SERIES 1 AND 2]”, and crossed “Payee’s Account Only”. Checks subject to clearing periods of over one (1) Business Day shall not be accepted.

- Via online payment using BPI Online Banking or BPI Mobile App with “[GLOBE PREFERRED SERIES 1 AND 2]” as the biller name.

Deadline for the payments from the Trading Participants is at [12:00 noon] on Closing Date.

- Proof of full payment must be submitted to the Receiving Agent, together with the Application to Purchase and required attachments. All checks should be made payable to “[GLOBE PREFERRED SERIES 1 AND 2]”, crossed “Payee’s Account Only”.

For applicants submitting their Application to Purchase to any of the Joint Underwriters and Joint Bookrunners, in accordance with the instructions to be provided by such Joint Underwriter and Joint Bookrunner. All check payments shall be in the form of personal or corporate checks, or manager’s or cashier’s checks with a clearing period of not more than one (1) Business Day and drawn against any BSP authorized agent bank. The check must be made payable to “[GLOBE PREFERRED SERIES 1 AND 2]” and crossed “Payee’s Account Only.” Checks subject to clearing periods of more than one (1) Business Day shall not be accepted.

For Local Small Investors, the allocation of the First Tranche Shares will be through the PSE Electronic Allocation System or “PSE EASy.” The procedure in subscribing to the First Tranche Shares via PSE EASy is indicated in the Company’s Implementing Guidelines for Local Small Investors to be announced through the PSE EDGE website.

Payment by the Local Small Investors shall be made either by:

- [BPI Bills Payment] under the biller name “[GLOBE PREFERRED SERIES 1 AND 2]” via:
 - Over-the-counter cash or check deposit payment in any [BPI branch.] For check payments, only personal or corporate checks, and manager’s or cashier’s checks with a clearing period of not more than one (1) Business Day and drawn against any BSP authorized agent bank will be accepted. The check must be dated as of the date of submission of the Application, made payable to “[GLOBE PREFERRED SERIES 1 AND 2]”, and crossed “Payee’s Account Only”. Checks subject to clearing periods of over one (1) Business Day shall not be accepted.

Deadline for cash and check payments is at [12:00 noon] on Closing Date.

- Online payment through [BPI Internet Banking or BPI Mobile Banking App].
- Online payment via DragonPay, with [●] as the merchant.

Should the payment of the Local Small Investor be incomplete or below the full payment or below the full payment amount of the purchase, the LSI Application shall be rejected.

**Acceptance/Rejection of Applications
to Purchase.....**

The actual number of First Tranche Shares that an Applicant will be allowed to subscribe to is subject to the confirmation of the Joint Underwriters and Joint Bookrunners. Globe reserves the right to accept or reject, in whole or in part, or to reduce any Application to Purchase due to any grounds specified in the Issue Management and Underwriting Agreement (the “**Underwriting Agreement**”) entered into by Globe, the Joint Lead Issue Managers and the Joint Underwriters and Joint Bookrunners.

Applications to Purchase which were unpaid or where payments were insufficient and those that do not comply with the terms of the Offer shall be rejected. Moreover, any payment received pursuant to the Application to Purchase does not ensure or indicate approval or acceptance by Globe of the Application to Purchase.

An Application to Purchase, when accepted, shall constitute a binding and effective agreement between the applicant and Globe for the subscription to the First Tranche Shares at the time, in the manner and, notwithstanding any provision to the contrary as may be found in the Application to Purchase, the Prospectus, this Offer Supplement and other Offer-related documents. Notwithstanding the acceptance of any Application to Purchase by Globe, the actual issuance of the First Tranche Shares will become effective only upon listing of the First Tranche Shares on the PSE and upon the obligations of the Joint Underwriters and Joint Bookrunners under the Underwriting Agreement becoming unconditional and not being suspended, terminated or cancelled, on or before the Issue Date, in accordance with the provision of the said agreements. If such conditions have not been fulfilled on or before the periods provided above, all Application to Purchase payments will be returned to the applicants without interest.

Refunds of Application Payments...

In the event that the number of First Tranche Shares to be allotted to an applicant, as confirmed by a Joint Underwriter and Joint Bookrunner or by the Receiving Agent, is less than the number covered by its Application to Purchase, or if an Application to Purchase is wholly or partially rejected by Globe, then Globe shall refund, without interest, within five (5) Business Days from the end of the Offer Period, all, or a portion of the payment corresponding to the number of First Tranche Shares wholly or partially rejected. All refunds shall be made through the Joint Underwriter and Joint Bookrunner, Receiving Agent, or Selling Agent with whom the applicant has filed the Application to Purchase. In case of joint applicants, the check refund shall be made payable to the first named applicant and crossed “Payee’s Account Only” in an amount corresponding to the number of First Tranche Shares rejected and delivered (at the risk of the Applicant) to the relevant Applicant’s specified delivery address in the Application in the case of the Trading Participants and the LSIs, or to the Joint Underwriters and Joint Bookrunners, or Selling Agents with whom the Applicant has filed the Application in the case of Applicants other than Trading Participants and LSIs.

Withdrawal of the Offer..... The Issuer reserves the right to withdraw the Offer and sale of the First Tranche Shares at any time before the execution of the Underwriting Agreement and the commencement of the Offer Period, by notice in writing delivered to the Joint Underwriters and Joint Bookrunners, in which event the Issuer will make the necessary disclosures to the SEC and the PSE.

The Issuer may withdraw the Offer by providing prior written notice of such withdrawal to the Joint Lead Issue Managers and the Joint Underwriters and Joint Bookrunners at any time on or after the commencement of the Offer Period and prior to the Issue Date, in the event that any of the events specified in the section under ***“Termination of the Underwriting Agreement”*** occurs, except paragraph (a).

As soon as the Offer Period has commenced, the Offer shall not be withdrawn, cancelled, suspended, or terminated solely by reason of (i) the Issuer’s or Joint Underwriters and Joint Bookrunners’ inability to sell or market the First Tranche Shares or (ii) the refusal or failure of the Joint Underwriters and Joint Bookrunners or any other entity or person to comply with any undertaking or commitment to take up any First Tranche Shares remaining after the Offer Period.

Notwithstanding the acceptance of any Application, the actual issuance of the First Tranche Shares to an Applicant shall take place only upon the listing of the First Tranche Shares on the PSE. Subject to the right of the Company to withdraw or cancel the offer and sale of the First Tranche Shares prior to Issue Date pursuant to this section and section *“Plan of Distribution – Withdrawal of the Offer”*, the Issuer and any of its agents involved in the Offer undertake to comply with all conditions that are within the control of the Issuer and any of its agents involved in the Offer, to ensure the listing of the First Tranche Shares on Issue Date.

If the First Tranche Shares are not listed on the PSE on Issue Date, all application payments will be returned to the Applicants without interest within ten (10) Business Days from the intended Issue Date. Notwithstanding the foregoing, the Issuer and the Joint Underwriters and Joint Bookrunners recognize and acknowledge that the PSE, in the exercise of its authority as a self-regulatory organization and further to its mandate to maintain a fair and orderly market. In this regard, the PSE may impose appropriate and reasonable sanctions and penalties on the relevant party for the termination or withdrawal of the Offer on or after the commencement of the Offer Period and prior to the Issue Date if, subsequently, the PSE determines that the termination or withdrawal of the Offer, Underwriting Commitment or Underwriting Agreement was not warranted based on the facts gathered and properly evaluated by the PSE and after due and proper proceedings initiated by the PSE not later than five (5) Business Days after such termination or withdrawal.

Registration of Foreign Investments..... The BSP requires that investments in the First Tranche Shares funded by inward remittance of foreign currency be converted to Philippine Pesos and registered with the BSP if the foreign exchange needed to service capital repatriation or dividend remittance is to be sourced from the domestic banking system. The registration with the BSP of all foreign investments in the First Tranche Shares shall be the responsibility of the foreign investor and all costs therefor borne by

	such foreign investor.
Use of Proceeds.....	The net proceeds are intended to be used by the Issuer to redeem all or a portion of Globe’s perpetual capital securities and fund capital expenditures. Please refer to the section on “<i>Use of Proceeds</i>” in this Offer Supplement.
Joint Lead Issue Managers.....	BPI Capital Corporation BDO Capital & Investment Corporation China Bank Capital Corporation
Joint Underwriters and Joint Bookrunners.....	BPI Capital Corporation BDO Capital & Investment Corporation China Bank Capital Corporation First Metro Investment Corporation Security Bank Capital Investment Corporation
Selling Agents.....	Trading Participants of the PSE [●]
Stock Transfer Agent.....	Stock Transfer Service, Inc.
Receiving Agent.....	Stock Transfer Service, Inc.
Depository Agent.....	Philippine Depository & Trust Corp.
Timetable.....	The timetable of the Offer is scheduled as follows: SEC Pre-Effective Approval: [January 22, 2026] Receipt of the PSE Notice of Approval: [January 28, 2026] Initial Dividend Rate Setting Date: [February 10, 2026] Offer Period: [February 13, 2026] 9:00 a.m. to [February 20, 2026] 12:00 p.m. Submission of Firm Order from Trading Participants to Receiving Agent [February 18, 2026], 11:00 a.m. Issue Date: [March 2, 2026] The dates listed above are subject to market and other conditions and may be changed at the discretion of the Company and the Joint Underwriters and Joint Bookrunners, subject to the approval of the PSE.
Issue Date or Listing Date.....	The First Tranche Shares are expected to be re-issued and recorded in the name of accepted applicants listed on the PSE on [March 2, 2026], or on such other date as may be agreed upon between the Issuer and the Joint Underwriters and Joint Bookrunners. Trading of

the First Tranche Shares will commence on the same date.

**Procedures and Implementing
Guidelines.....**

Please refer to the Procedures and Implementing Guidelines to be distributed to Eligible Shareholders for a fuller discussion of the procedure for the Offer.

DESCRIPTION OF THE FIRST TRANCHE SHARES

This section describes features specific or particular to the First Tranche Shares. This section does not purport to be a complete listing of all the rights, obligations, and privileges attaching to or arising from the First Tranche Shares. It is qualified in its entirety by the Prospectus and the remainder of the Offer Supplement. Some rights, obligations, or privileges may be further limited or restricted by other documents and subject to final documentation.

GLOBE'S SHARE CAPITAL

Please refer to “Description of the Securities – Globe’s Share Capital” in the Prospectus.

THE OFFER SHARES

General Features

Please refer to “Description of the Securities – The Offer Shares – General Features” in the Prospectus.

Features Specific or Particular to the First Tranche Shares

In General: No Voting Rights

Under the Amended Articles of Incorporation, the holders of the First Tranche Shares shall have no voting rights except as specifically provided by law. Thus, holders of the First Tranche Shares shall not be eligible, for example, to vote for or elect the Company’s Directors or to vote for or against the issuance of a stock dividend.

Holders of the First Tranche Shares, however, may vote on matters which the Revised Corporation Code considers significant corporate acts that may be implemented only with the approval of shareholders, including those holding shares denominated as non-voting in the Amended Articles of Incorporation. These acts, which require the approval of shareholders representing at least two-thirds (2/3) of the issued and outstanding capital stock of the Company in a meeting duly called for the purpose, are as follows:

1. Amendment of the Articles of Incorporation (including any increase or decrease in capital stock);
2. Amendment of the Company’s By-laws;
3. Sale, lease, exchange, mortgage, pledge or other disposition of all or a substantial part of the Company’s assets;
4. Incurring, creating or increasing bonded indebtedness;
5. Increase or decrease of capital stock;
6. Merger or consolidation of the Company with another corporation or corporations;
7. Investment of corporate funds in any other corporation or business or for any purpose other than the primary purpose for which the Company was organized; and
8. Dissolution of the Company.

Perpetual

The First Tranche Shares are equity securities in the capital stock of Globe and thus have no fixed maturity or mandatory redemption date. The First Tranche Shares are not repayable in cash unless the Board should approve resolutions providing for the optional redemption of the First Tranche Shares for the cash redemption amount set out in the terms and conditions of the First Tranche Shares, at the sole discretion of the Board. Furthermore, holders of the First Tranche Shares have no right to require the Issuer to redeem the First Tranche Shares.

Dividend Policy in Respect of the First Tranche Shares

The declaration and payment of dividends on each Dividend Payment Date will be subject to the sole and absolute discretion of the Board to the extent permitted by law.

As and if declared by the Board, the [Series 1 Non-Voting Preferred Shares] shall be at a fixed rate of [●]% per annum while the [Series 1 Non-Voting Preferred Shares] shall be at a fixed rate of [●]% per annum, calculated in respect of each First Tranche Share by reference to the Offer Price thereof or the Initial Dividend Rate.

Unless the First Tranche Shares are redeemed by the Company on the relevant Dividend Rate Step-Up Date, the dividend rate for all following Dividend Periods shall be the higher of (a) the Initial Dividend Rate or (b) the sum of (i) the relevant Step-Up Benchmark Reference Rate on such Dividend Rate Step-Up Date, and (ii) the Step-Up Spread.

As and if declared by the Board, the dividends on the First Tranche Shares will be calculated on a 30/360-day basis and will be paid semi-annually in arrear on a Dividend Payment Date, which is the last day of each six (6) month Dividend Period. Subject to limitations described in this Prospectus and the Offer Supplement, dividends on the First Tranche Shares will be payable on [●] and [●] of each year (each a “**Dividend Payment Date**”).

If the Dividend Payment Date is not a Business Day, dividends will be paid on the next succeeding Business Day, without adjustment as to the amount of dividends to be paid.

The Board will not declare and pay dividends on any Dividend Payment Date where (a) payment of the dividend would cause the Issuer to breach any of its financial covenants or (b) the profits available to the Issuer to distribute as dividends are not sufficient to enable the Issuer to pay in full both the dividends on the First Tranche Shares and the dividends on all other classes of the Issuer’s shares that are scheduled to be paid on or before the same date as the dividends on the First Tranche Shares and that have an equal right to dividends as the First Tranche Shares.

If the unrestricted retained earnings available to distribute as dividends are, in the Board’s opinion, not sufficient to enable the Issuer to pay in full on the same date both dividends on the First Tranche Shares and the dividends on other shares that have an equal right to dividends as the First Tranche Shares, the Issuer is required first, to pay in full, or to set aside an amount equal to, all dividends scheduled to be paid on or before that Dividend Payment Date on any shares with a right to dividends ranking in priority to that of the First Tranche Shares; and second, to pay dividends on the First Tranche Shares and any other shares ranking equally with the First Tranche Shares as to participation in profits pro rata to the amount of the cash dividends scheduled to be paid to them. The amount scheduled to be paid will include the amount of any dividend payable on that date and any arrear on past cumulative dividends on any shares ranking equal in the right to dividends with the First Tranche Shares.

The profits available for distribution are, in general and with some adjustments, equal to the Issuer’s accumulated, realized profits less accumulated, realized loss. In general, under Philippine law, a corporation can only declare dividends to the extent that it has unrestricted retained earnings. Unrestricted retained earnings represent the undistributed earnings of the corporation which have not been allocated for any managerial, contractual or legal purposes and which are free for distribution to the shareholders as dividends.

Dividends on the First Tranche Shares will be cumulative and non-participating. If for any reason the Issuer’s Board does not declare a dividend on the First Tranche Shares for a Dividend Period, the Issuer will not pay a dividend on the Dividend Payment Date for that Dividend Period. However, on any future Dividend Payment Date on which dividends are declared, holders of the First Tranche Shares must receive the dividends due them on such Dividend Payment Date as well as all dividends accrued and unpaid to the holders of the First Tranche Shares prior to such Dividend Payment Date.

Holders of First Tranche Shares shall not be entitled to participate in any other or further dividends beyond the dividends specifically payable on the First Tranche Shares.

Optional Redemption of the First Tranche Shares

Globe has the option, but not the obligation, to redeem in whole (and not in part) any Series or both Series of the First Tranche Shares (having given not less than thirty (30) days’ prior written notice nor more than sixty (60) days’ prior written notice by publication (either in print or digital format) in two national newspapers) on: (a) any Dividend Rate Step-Up Date; or (b) any Dividend Payment Date after the Dividend Rate Step-Up Date.

Exercise of Globe’s redemption option shall be completed by payment of the redemption price equal to the Offer Price plus any accrued and unpaid dividends after deduction for any tax and customary transfer costs to effect the redemption (the “**Redemption Payment**”). Administrative costs and expenses, including the cost of checks used, supplies, paying agent services, courier and mailing costs in relation to effecting the redemption shall be for the account of Globe. The Redemption Payment shall be made to the holders of the First Tranche Shares as of the Record Date set by Globe for such redemption.

The Issuer has not established, and currently has no plans to establish, a sinking fund for the redemption of the First Tranche Shares.

Subject to compliance with law, the Issuer may purchase the First Tranche Shares at any time and at any price through the PSE, in the open market, by public tender, or through negotiated transactions. The First Tranche Shares so purchased may either be redeemed and cancelled (after the Optional Redemption Date) or kept as treasury shares.

The Issuer shall give not less than thirty (30) days' prior written notice nor more than sixty (60) days' prior written notice by publication (either in print or digital format) in two national newspapers of its intention to redeem the First Tranche Shares, which notice shall be irrevocable and binding upon the Issuer to effect such early redemption of the First Tranche Shares at the Redemption Date stated in such notice.

Holders of the First Tranche Shares have no right to require the Issuer to redeem the Offer Shares.

In the event an Optional Redemption Date which the Issuer has chosen as the date to redeem the First Tranche Shares falls on a day that is not a Business Day, the redemption shall be made on the next succeeding day that is a Business Day, without adjustment as to the Redemption Payment and the amount of dividends to be paid.

Early Redemption Due to Occurrence of a Tax Event

If payments become subject to additional withholding or any new tax as a result of certain changes in law, rule or regulation, or in the interpretation thereof, and such tax cannot be avoided by use of reasonable measures available to the Issuer, the Issuer may redeem in whole (and not in part) any Series or both Series of the First Tranche Shares, on any date (having given not more than sixty (60) nor less than thirty (30) days' prior written notice by publication in two national newspapers) at the Offer Price plus all accrued and unpaid dividends, if any.

Early Redemption Due to Changes in Accounting Treatment

If an Accounting Event occurs that will result in a change in accounting treatment of the First Tranche Shares, the Issuer may redeem in whole (and not in part), any Series or both Series of the First Tranche Shares, on any date (having given not more than sixty (60) nor less than thirty (30) days' prior written notice) at the Offer Price plus all accrued and unpaid dividends, if any.

An Accounting Event shall occur if in the opinion of Globe with due consultation with its independent auditors, at the relevant time there is a change in applicable accounting standards that result in more than an insubstantial risk that either First Tranche Shares or the funds raised through the issuance of the First Tranche Shares may no longer be recorded as "**equity**" to the full extent as at the Issue Date pursuant to PFRS Accounting Standards, or such other accounting standards, which succeed PFRS Accounting Standards, as adopted in the Philippines, applied by the Issuer for drawing up its financial statements for the relevant financial year.

Liquidation Rights in Respect of the First Tranche Shares

The First Tranche Shares will constitute direct and unsecured subordinated obligations of the Issuer ranking at least *pari passu* in all respects and ratably without preference or priority among themselves with all other preferred shares issued by the Issuer.

In the event of a return of capital in respect of the Issuer's winding up or otherwise (whether voluntarily or involuntarily) (but not on a redemption or purchase by the Issuer of any of its share capital), the holders of the First Tranche Shares at the time outstanding will be entitled to receive, in Philippine Pesos out of the Issuer's assets available for distribution to shareholders, together with the holders of any other of the Issuer's shares ranking, as regards repayment of capital, *pari passu* with the First Tranche Shares and before any distribution of assets is made to holders of any class of the Issuer's shares ranking after the First Tranche Shares as regards repayment of capital, liquidating distributions in an amount of ₱2,000.00 per Offer Share plus an amount equal to any dividends declared but unpaid in respect of the previous Dividend Period and any accrued and unpaid dividends for the then current Dividend Period to (and including) the date of commencement of the Issuer's winding up or the date of any such other return of capital, as the case may be. If, upon any return of capital in the Issuer's winding up, the amount payable with respect to the First Tranche Shares and any other of the Issuer's shares ranking as to any such distribution *pari passu* with the First Tranche Shares are not paid in full, the holders

of the First Tranche Shares and of such other shares will share ratably in any such distribution of the Issuer's assets in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of the First Tranche Shares will have no right or claim to any of the Issuer's remaining assets and will not be entitled to any further participation or return of capital in a winding up.

Payments vis-à-vis First Tranche Shares

All payments in respect of the First Tranche Shares are to be made free and clear of any deductions or withholding for or on account of any present or future taxes or duties imposed by or on behalf of Republic of the Philippines, including but not limited to, stamp, issue, registration, documentary, value added or any similar tax or other taxes and duties, including interest and penalties. If such taxes or duties are imposed, the Issuer will pay additional amounts so that holders of the First Tranche Shares will receive the full amount of the relevant payment which otherwise would have been due and payable. Provided, however, that the Issuer shall not be liable for: (a) any withholding tax applicable on dividends earned or on any amounts payable to the holders of the First Tranche Shares prescribed under the Tax Code the withholding tax applicable on dividends earned or on any amounts payable to the holders on the First Tranche Shares prescribed under the Tax Code including any additional tax on such dividends imposed by changes in law, rule, or regulation, (b) any income tax (whether or not subject to withholding); percentage tax (such as stock transaction tax), documentary stamp tax or other applicable taxes on the redemption (or receipt of the redemption price) of the First Tranche Shares or any liquidating distributions as may be received by a holder of the First Tranche Shares, (c) any expanded value added tax which may be payable by any holder of the First Tranche Shares on any amount to be received from the Offer, (d) any withholding tax, including any additional tax imposed by change in law, rules, or regulation, on any amount payable to any holder of the First Tranche Shares or any entity which is a non-resident foreign corporation, and (e) any applicable taxes on any subsequent sale or transfer of the First Tranche Shares by any holder of the First Tranche Shares which shall be for the account of such holder (or the buyer in case such buyer shall have agreed to be responsible for the payment of such taxes).

Any documentary stamp tax for the recording of the First Tranche Shares in the name of an investor under the Offer shall be paid for by Globe. After the Issue Date, taxes generally applicable to a subsequent sale of the First Tranche Shares by any shareholder, including receipt by such shareholder of a Redemption Payment, shall be for the account of the said shareholder.

No Pre-emptive Rights

The Amended Articles of Incorporation currently deny pre-emptive rights to holders of Voting Preferred Shares and Non-Voting Preferred Shares. However, shareholders representing at least two-thirds (2/3) of the Company's issued and outstanding capital stock voting at a shareholders' meeting duly called for the purpose may amend the Amended Articles of Incorporation to grant pre-emptive rights to subscribe to a particular issue or other disposition of shares from Globe's capital.

Transfer of Shares and Share Register

The First Tranche Shares will be re-issued in scripless form.

Legal title to the First Tranche Shares will be shown in the Registry of Shareholders which shall be maintained by the Registrar. Any request by shareholders for certifications, reports or other documents from the Registrar, except as provided herein, shall be for the account of the requesting shareholder.

Initial placement of the First Tranche Shares and subsequent transfers of interests in the First Tranche Shares shall be subject to normal Philippine selling restrictions for listed securities as may prevail from time to time.

After the Issue Date, shareholders of the First Tranche Shares may apply with PDTC through his broker or custodian-participant for a withdrawal from the book-entry system and return to the conventional paper-based settlement. If a shareholder wishes to withdraw his stockholdings from the PDTC system, the PDTC shall implement its procedure of upliftment under which PCD Nominee and will transfer back to the shareholder the legal title to the First Tranche Shares lodged. The shareholder who requested the upliftment shall follow the Rules and Operating Procedures of the PDTC for the uplifting of the First Tranche Shares lodged under the name of the PCD Nominee. The Stock Transfer Agent shall prepare and send a Registry Confirmation Advice to the PDTC covering the new number of shares lodged under PCD Nominee. The expenses for upliftment are on the account

of the shareholder who requested the upliftment.

Upon the issuance of stock certificates for the First Tranche Shares in the name of the shareholder applying for upliftment, such First Tranche Shares shall be deemed to be withdrawn from the PDTC book-entry settlement system, and trading on such First Tranche Shares will follow the normal process for settlement of certificated securities. The expenses for upliftment of the First Tranche Shares into certificated securities will be charged to the shareholder who requested the upliftment. Pending completion of the upliftment process, the beneficial interest in the shares covered by the application for upliftment is frozen and no trading and book-entry settlement will be permitted until the relevant stock certificates in the name of shareholder whose First Tranche Shares are the subject of an upliftment shall have been issued by the Stock Transfer Agent.

Philippine law does not require transfers of the First Tranche Shares to be effected on the PSE, but any off-exchange transfers will subject the transferor to a capital gains tax and documentary stamp tax that may be significantly greater than the stock transfer tax applicable to transfers effected on an exchange. See “**Philippine Taxation**”. All transfers of shares on the PSE must be effected through a licensed stock broker in the Philippines.

Not Convertible into Common Shares

The First Tranche Shares shall not be convertible into Globe’s common or voting preferred shares, other preferred shares, whether voting or non-voting or any other classes of shares that the Issuer may issue now or in the future.

Other Rights and Incidents Relating to the First Tranche Shares

Please refer to “Description of the Securities – Other Rights and Incidents Relating to the Offer Shares” in the Prospectus.

RISK FACTORS

This section includes additional risks or updated discussions of certain risks to those stated in the Prospectus and must be read in conjunction with the Prospectus. The following section is qualified in its entirety by, and should be read in conjunction with, the more detailed information found in the Prospectus. The risk factors discussed in this section are of equal importance and are organized in no particular order.

RISKS RELATING TO THE FIRST TRANCHE SHARES

The First Tranche Shares may not be suitable investment for all investors

Each potential investor in the First Tranche Shares must determine the suitability of that investment in light of its own circumstances and risk tolerance. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the First Tranche Shares, the merits and risks of investing in the First Tranche Shares and the information contained in this Prospectus;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the First Tranche Shares and the impact the First Tranche Shares will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the First Tranche Shares, including where the currency for principal or dividend payments is different from the potential investor's currency;
- (d) understand thoroughly the terms of the First Tranche Shares and be familiar with the behavior of any relevant financial markets; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate, foreign exchange rate and other factors that may affect its investment and its ability to bear the applicable risks.

No assurance can be given on adequate mitigation of such risk.

The price of the Company's First Tranche Shares will fluctuate.

The Offer Price will be determined through a bookbuilding process in relation to each Tranche or Series, which could differ significantly from the price at which the First Tranche Shares will trade subsequent to completion of the relevant Offer. The Offer Price is not an indication of the future price (or direction of the price) of the Company's Non-Voting Preferred Shares. The price of securities can and does fluctuate, and any individual security may experience upward or downward movements and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities. In addition, many of the risks described elsewhere in the Prospectus and this Offer Supplement could materially and adversely affect the market price of the First Tranche Shares. There is no assurance that the Company will be able to manage such risk.

There can be no guarantee that the First Tranche Shares will be listed on the PSE.

Purchasers of the First Tranche Shares will be required to pay for such First Tranche Shares on or before the relevant issue date of each Tranche. There can be no assurance that each Offer can be successfully concluded or that before such issue date, no material adverse event occurs which justifies the termination of the Underwriting Agreement.

There can be no assurance that the Company will be able to pay dividends or maintain any given level of dividends.

Under the terms and conditions governing the First Tranche Shares, the Issuer may pay no dividends on a Dividend Payment Date. Holders of the First Tranche Shares will not receive dividends on a Dividend Payment Date or for any period during which the Issuer does not have retained earnings out of which to pay dividends.

If the unrestricted retained earnings available to distribute as dividends are, in the Board's opinion, not sufficient

to enable the Issuer to pay in full on the same date both dividends on the First Tranche Shares and the dividends on other shares that have an equal right to dividends as the First Tranche Shares, the Issuer is required first, to pay in full, or to set aside an amount equal to, all dividends scheduled to be paid on or before that Dividend Payment Date on any shares with a right to dividends ranking in priority to that of the First Tranche Shares; and second, to pay dividends on the First Tranche Shares and any other shares ranking equally with the First Tranche Shares as to participation in profits pro rata to the amount of the cash dividends scheduled to be paid to them. The amount scheduled to be paid will include the amount of any dividend payable on that date and any arrear on past cumulative dividends on any shares ranking equal in the right to dividends with the First Tranche Shares.

Non-payment of dividends may affect the trading price of the First Tranche Shares

If dividends on the First Tranche Shares are not paid in full, or at all, the First Tranche Shares may trade at a lower price than they might otherwise have traded if dividends had been paid. The sale of the First Tranche Shares during such a period by a holder of the First Tranche Shares may result in such holder receiving lower returns on the investment than a holder who continues to hold the First Tranche Shares until dividend payments resume. In addition, because of the dividend limitations, the market price for the First Tranche Shares may be more volatile than that of other securities that do not have these limitations. While Globe has consistently declared and paid dividends on its outstanding common and preferred shares, no assurance can be given that it will continue to do so in the future, or that it will be able to adequately mitigate such risk.

Globe's obligations in respect of the First Tranche Shares are subordinated to all of the Company's indebtedness

Globe's obligations in respect of the First Tranche Shares are subordinated to all of the Company's indebtedness, and it will not make any payments under the First Tranche Shares unless it can satisfy in full all of its other obligations that rank senior to the First Tranche Shares.

Globe's obligations under the First Tranche Shares are unsecured and will, in the event of the winding-up of the Company, rank junior in right of payment to all indebtedness of the Company and junior in right of payment to securities of, or claims against, the Company which rank or are expressed to rank senior to the First Tranche Shares. Accordingly, Globe's obligations under the First Tranche Shares will not be satisfied unless Globe can satisfy in full all of its other obligations ranking senior to the First Tranche Shares.

There are no terms in the First Tranche Shares that limit Globe's ability to incur additional indebtedness, including indebtedness that ranks senior to or *pari passu* with the First Tranche Shares.

Notwithstanding the foregoing, Globe's continuing track record of prudent financial management has allowed it to have a net debt-to-equity ratio of 1.29x as of September 30, 2025 on a consolidated basis. Thus, in the event that Globe is dissolved, Globe anticipates that there will be sufficient assets for disposition that will meet all its debt obligations, whether secured or unsecured.

There may be insufficient distributions upon liquidation

Upon any voluntary or involuntary dissolution, liquidation or winding up of Globe, holders of First Tranche Shares will be entitled only to the available assets of the Company remaining after the Company's indebtedness is satisfied. If any such assets are insufficient to pay the full amount due to the holders of the First Tranche Shares, then holders of First Tranche Shares shall share ratably in any such distribution of assets in proportion to the full distributions to which they would otherwise be respectively entitled.

Notwithstanding the foregoing, Globe's continuing track record of prudent financial management has allowed it to have a net debt-to-equity ratio of 1.29x as of September 30, 2025 on a consolidated basis. Thus, in the event that Globe is dissolved, Globe anticipates that there will be sufficient assets for disposition that will meet all its debt obligations, whether secured or unsecured.

Globe's ability to make payments under the First Tranche Shares is limited by terms of Globe's other indebtedness

Globe has and will continue to have a certain amount of outstanding indebtedness. The current terms of Globe's

financing agreements contain provisions that could limit the ability of the Company to make payments on the First Tranche Shares.

The financial tests under Globe's loan agreements include compliance with the following ratios:

- Total debt* to EBITDA not exceeding 3.5:1;
- Total Debt service coverage¹ exceeding 1.3 times; and
- Secured debt ratio² not exceeding 0.2 times.

**Composed of loans payable and net derivative liabilities*

¹ Debt service coverage ratio is defined as the ratio of EBITDA to required debt service, where debt service includes subordinated debt but excludes shareholder loans.

² Secured debt ratio is defined as the ratio of the total amount for the period of all present consolidated obligations for payment, which are secured by Permitted Security Interest as defined in the loan agreement to the total amount of consolidated debt.

As of September 30, 2025, Globe is well within the ratios prescribed under its loan agreements.

If Globe were non-compliant with such covenants and such non-compliance remains uncured for a period of 30 days, or if it were in default in its payment obligations to one or more of its lenders, the Company may be considered in default resulting to acceleration of loan payments, and prohibited from making cash payments in respect of the First Tranche Shares. Also, Globe may in the future, directly or indirectly through its subsidiaries, enter into other financing agreements which may restrict or prohibit the ability of the Company to make payments on the First Tranche Shares. There can be no assurance that existing or future financing arrangements will not adversely affect Globe's ability to make payments on the First Tranche Shares.

To manage this risk, the Company (i) closely monitors its compliance with such financial covenants and (ii) plans and implements interventions to ensure liquidity through recycling of capital. Further, Globe intends to continue its strategy of compliance with its debt obligations by adopting the necessary internal controls in financial management and adopting good corporate governance policies that will ensure that transactions do not violate its debt covenants.

The relative volatility and illiquidity of the Philippine securities market may substantially limit investors' ability to sell the First Tranche Shares at a suitable price or at a time they desire.

The Philippine securities markets are substantially smaller, less liquid, and more volatile relative to major securities markets in the United States and other jurisdictions, and are not as highly regulated or supervised as some of these other markets are. The Offer Price could differ significantly from the price at which the Common Shares will trade subsequent to completion of the Offer. There can be no assurance that even after the First Tranche Shares have been approved for listing on the PSE, any active trading market for the Common Shares will develop or be sustained after the Offer, or that the Offer Price will correspond to the price at which the Common Shares will trade in the Philippine public market subsequent to the Offer. There is no assurance that investors may sell the First Tranche Shares at prices or at times deemed appropriate.

Factors that could affect the price of the Company's First Tranche Shares include the following:

- fluctuations in the Company's results of operations and cash flows or those of other companies in the Company's industry;
- the public's reaction to the Company's press releases, announcements and filings with the SEC and the PSE;
- additions or departures of key personnel;
- changes in financial estimates or recommendations by research analysts;
- changes in the amount of indebtedness the Company has outstanding;
- changes in general conditions in the Philippines and international economy, financial markets or the industries in which the Company operates, including changes in regulatory requirements and changes in political conditions in the Philippines;

- significant contracts, acquisitions, dispositions, financings, joint marketing relationships, joint ventures or capital commitments by the Company or its competitors;
- asset impairments or other charges;
- developments related to significant claims or proceedings against the Company;
- the Company's dividend policy; and
- future sales of the Company's equity or equity-linked securities.

In recent years, stock markets, including the PSE, have experienced extreme price and volume fluctuations. This volatility has had a significant effect on the market price of securities issued by many companies for reasons unrelated to the operating performance of these companies. These broad market fluctuations may adversely affect the market price of the Company's Non-Voting Preferred Shares. There is no assurance that the Company will be able to manage such risk.

The First Tranche Shares have no stated maturity date and Globe has the sole right to redemption

The First Tranche Shares have no fixed maturity date, and the First Tranche Shares are not repayable in cash unless the Issuer, at its sole discretion, redeems them for cash. Furthermore, holders of the First Tranche Shares have no right to require the Issuer to redeem the First Tranche Shares. The First Tranche Shares are only redeemable at the option of the Issuer on the Optional Redemption Date, or at any time in the event that dividend payments become subject to additional withholding tax as a result of certain changes in law, rule or regulation, or in the interpretation thereof, and such tax cannot be avoided by use of reasonable measures available to Globe. Accordingly, if a holder of the First Tranche Shares wishes to obtain the cash value of the investment, the holder will have to sell the First Tranche Shares in the secondary market. No assurance can be given on adequate mitigation of such risk.

There may be a lack of public market for the First Tranche Shares

The Philippine securities markets are substantially less liquid and more volatile than major securities markets in other jurisdictions and are not as highly regulated or supervised as some of these other markets. The Company cannot guarantee that the market for the First Tranche Shares will always be active or liquid upon commencement of their trading on the PSE. The nationality restriction on ownership of the First Tranche Shares may also restrict the trading and liquidity of the First Tranche Shares. No assurance can be given on adequate mitigation of such risk.

The First Tranche Shares may have limited liquidity

The Joint Underwriters and Joint Bookrunners are not obligated to create a trading market for the First Tranche Shares and any such market making will be subject to the limits imposed by applicable law and may be interrupted or discontinued at any time without notice. Accordingly, the Company cannot predict whether an active or liquid trading market for the First Tranche Shares will develop or if such a market develops, if it can be sustained. Consequently, a holder may be required to hold his First Tranche Shares for an indefinite period of time or sell them for an amount less than the Offer Price. No assurance can be given on adequate mitigation of such risk.

Fluctuations in the exchange rate between the Peso and the U.S. dollar may have an adverse effect on the value of the Non-Voting Preferred Shares.

The Non-Voting Preferred Shares are listed on the PSE, where securities are quoted and traded in Philippine Pesos. If there are any cash dividends on such Non-Voting Preferred Shares, these dividends will be paid in Philippine Pesos. Fluctuations in the exchange rate between the Philippine Peso and the U.S. dollar may affect, among other things, the U.S. dollar value of the proceeds that a holder receives upon a sale of such shares or in respect of any cash dividends paid on such shares. There is no assurance that the Company will be able to manage such risk.

Holders of First Tranche Shares may be unable to reinvest at a similar return on investment

On the Dividend Rate Step-Up Date, or any Dividend Payment Date thereafter, or at any time redemption occurs, Globe may redeem the First Tranche Shares for cash at the redemption price, as described in “**Description of the Securities**” in the Prospectus and “**Summary of the Offering**” in this Offer Supplement. At the time of redemption, interest rates may be lower than at the time of the issuance of the First Tranche Shares and, consequently, the holders of the First Tranche Shares may not be able to reinvest the proceeds at a comparable rate of return or purchase securities otherwise comparable to the First Tranche Shares. No assurance can be given on adequate mitigation of such risk.

The First Tranche Shares have no voting rights

Holders of the First Tranche Shares will have no voting rights, except with respect to certain fundamental matters set forth in the Company’s Amended Articles of Incorporation and as required by Philippine law (see the sections on “**Description of the Securities**” in the Prospectus and “**Summary of the Offering**” in this Offer Supplement). Further, holders of the First Tranche Shares will not be entitled to elect the Directors of the Company.

Developments in other markets and countries may adversely affect the Philippine economy and, therefore, the market price of the Non-Voting Preferred Shares.

In the past, the Philippine economy and the securities of Philippine companies have been, to varying degrees, influenced by economic and market conditions in other countries, especially other countries in Southeast Asia, as well as investors’ responses to those conditions. Although economic conditions are different in each country, investors’ reactions to adverse developments in one country may affect the market price of securities of companies in other countries, including the Philippines. Accordingly, adverse developments in the global economy could lead to a reduction in the demand for, and market price of, the First Tranche Shares. There is no assurance that the Company will be able to manage such risk.

The Non-Voting Preferred Shares are subject to Philippine foreign ownership limitations.

The Non-Voting Preferred Shares are subject to Philippine foreign ownership limitations.

The Philippine Constitution and related statutes set restrictions on foreign ownership in companies that own land. Ownership of private lands in the Philippines is a nationalized activity reserved to Filipino citizens and corporations and associations at least 60% of whose capital is owned by Filipino citizens.

Additionally, R.A. No. 11659, which took effect on April 9, 2022, classified telecommunications as “critical infrastructure.” As critical infrastructure, foreign nationals, whether natural or juridical, may own more than 50% of the capital stock of Globe provided that the country of such foreign national accords reciprocity to Philippine nationals as may be provided by foreign law, treaty, or international agreement. In the absence of reciprocity, foreign nationals of such country are only allowed to hold up to fifty percent (50%) of the capital of critical infrastructure. Further, foreign state-owned enterprises may not make any new or additional investments in the capital of critical infrastructure.

Thus, as a critical infrastructure and an owner of several parcels of land, Globe cannot allow the issuance or the transfer of the Non-Voting Preferred Shares to persons other than Philippine Nationals and cannot record transfers in our books if such issuance or transfer would result in our Company ceasing to be a Philippine National or breaching the limit under R.A. No. 11659 for purposes of complying with the restrictions on foreign ownership.

As of September 30, 2025, Filipino shareholders owned 74.53% of our outstanding capital stock, while foreign shareholders owned 25.47%. Globe is compliant with all conditions for foreign shareholder ownership under the prevailing provisions of applicable laws as of the date of this Prospectus and expect to remain compliant immediately following completion of the Offer. See “**Principal Shareholders**”, “**Regulatory and Environmental Matters – Nationality Restrictions**”, and “**Registration of Foreign Investments and Exchange Controls**”.

The Company’s management has broad discretion to determine how to use the proceeds received from this Offer, and may use them in ways that may not enhance the Company’s operating results or the price of the Company’s Non-Voting Preferred Shares.

The Company plans to use the net proceeds of this offering as described under “**Use of Proceeds**”. The Company’s management will have broad discretion over the use and investment of the net proceeds of this offering, and accordingly investors in this offering will need to rely upon the judgment of the Company’s management with

respect to the use of proceeds with only limited information concerning management's specific intentions. Any material deviation for the use of proceeds as disclosed under "*Use of Proceeds*" will be disclosed in accordance with the relevant rules of the SEC and/or PSE.

USE OF PROCEEDS

The Company expects to raise gross proceeds from the Offer of approximately ₱15 billion under the Base Offer and ₱25 billion assuming the full exercise of the Oversubscription Option based on an Offer Price of ₱2,000.00 per Offer Share. The Company expects that the net proceeds of the Offer shall amount to approximately ₱[14,876,610,506.18] for the Base Offer or ₱[24,822,761,821.97] assuming the full exercise of the Oversubscription Option, after fees, commission, and expenses. Net proceeds from the Offer are estimated as follows:

Breakdown of Proceeds to the Company:

	Amount for the Base Offer	Amount assuming the full exercise of the Oversubscription Option
Gross proceeds	₱ 15,000,000,000.00	25,000,000,000.00
Estimated Offer Expenses	₱ 123,389,493.82	177,238,178.03
Estimated net proceeds	₱ 14,876,610,506.18	24,822,761,821.97

Breakdown of Offer Expenses of the Company:

	Amount for the Base Offer	Amount assuming the full exercise of the Oversubscription Option
PSE and SEC Fees		
PSE filing fee ⁽¹⁾	₱ 28,000,000.00	28,000,000.00
SEC filing fee ⁽²⁾	₱ 4,816,467.50	4,816,467.50
Estimated legal, professional and other expenses		
Documentary stamp tax	₱ [2,812,500.00]	[4,687,500.00]
Fees to be paid to the Joint Underwriters and Joint Bookrunners, and Selling Agents (other than the PSE Trading Participants) ⁽³⁾	₱ [59,210,526.32]	[98,684,210.53]
Fees to be paid to the PSE Trading Participants	₱ [18,750,000.00]	[31,250,000.00]
Professional fees ⁽⁴⁾	₱ [7,600,000.00]	[7,600,000.00]
Legal fees ⁽⁵⁾	₱ [1,000,000.00]	[1,000,000.00]
Printer, process agent and other miscellaneous expenses	₱ 1,200,000.00	1,200,000.00
Estimated Offer Expenses	₱ [123,389,493.82]	[177,238,178.03]

Notes:

- (1) Inclusive of 12% value-added tax.
- (2) Inclusive of 1% Legal Research Fee on the amount of the filing fee equivalent to ₱47,687.50, and ₱30.00 documentary stamp tax.
- (3) Total fees grossed up for applicable gross receipt tax ("GRT") of 5.0%. Fees paid to the Joint Underwriters and Joint Bookrunners is 0.375% of the gross proceeds from the Offer, inclusive of fees to be paid to Selling Agents (other than PSE Trading Participants) and exclusive of GRT.
- (4) Includes fees of the Receiving Agent, Stock Transfer Agent, industry consultant, and external auditors' fees.
- (5) Pertains to the fees of the Company's legal counsel.

There are no finder's fees, or discounts or commissions to be paid to any broker dealer in connection with the Offer.

In the event that the actual expenses relating to the Offer are different from the above estimates, the actual net proceeds to the Company from the Offer may be higher or lower than the expected net proceeds set forth above. Any increase or decrease in the net proceeds to the Company shall be addressed by making a corresponding increase or decrease, as the case may be, to the Company's provision for working capital requirements.

Use of Net Proceeds

Details on the proposed use of net proceeds from the sale of the First Tranche Shares, based on the Offer Price of ₱2,000.00 per Offer Share, after deducting the applicable underwriting fees, costs and expenses for the Offer payable by the Company, are as follows:

Use of Proceeds	Estimated Amount of Net Proceeds from the Base Offer Shares (₱ millions)	Estimated Amount of Net Proceeds from the full exercise of the Oversubscription Option Shares (₱ millions)	Estimated Timing of Disbursement	Details
Redemption of the Company's USD perpetual capital securities	₱[14,876,610,506.18]	₱[8,000,000,000.00]	between April to November 2026	USD capital securities issued on November 2, 2021 with the first call date on August 2, 2026 and step-up date on November 2, 2026
Capital Expenditures		₱[1,946,151,315.79]	2Q 2025	The Company's capital expenditures will support the expansion and enhancement of its mobile, broadband, common infrastructure, and enterprise networks. These investments focus on improving nationwide connectivity through upgraded wireless sites, expanded fiber infrastructure, strengthened core network systems, and modernized enterprise solutions.
TOTAL	₱[14,876,610,506.18]	₱[9,946,151,315.79]		

The net proceeds of ₱[14,876,610,506.18], or ₱[24,822,761,821.97] assuming full exercise of the Oversubscription Option, will be used to repay the US\$600 million senior perpetual capital securities issued by the Company on November 2, 2021 with an initial distribution rate of 4.20% payable semi-annually and callable on or after August 2, 2026. The distribution rate is subject to a step up on the fifth anniversary or on November 2, 2026 and shall be recalculated every five years thereafter. Any remaining amounts due under the US\$ senior perpetual capital securities will be paid from internally generated funds or refinanced by new debt and/or equity-accounted issuance. The capital securities were classified as equity since there is no fixed redemption date and the redemption is at the option of Globe Telecom. Globe Telecom also has the right to defer payment of any or all of the distribution. The proceeds of the US\$ senior perpetual capital securities were used to finance the Issuer's capital expenditures, maturing and/or existing obligations, and for general corporate requirements.

Capital Expenditures

Assuming the Oversubscription Option is exercised in full, the net proceeds of ₱[1,946,151,315.79] will be used to fund the Company's capital expenditures, which includes the following:

- (a) Mobile - wireless network expansion that includes new cell site builds, upgrading more existing sites to 4G/LTE, accelerating rollout of 5G connectivity, and further boosting the internet quality and coverage nationwide.
- (b) Common infrastructure - supports both wireless and wireline networks that ensures access and core network elements are kept at the highest operating levels and the continuous availability of network services, which enables delivery of consistent and excellent connectivity.
- (c) Broadband - roll out and construction of fiber-optic cables, including domestic backbone and distribution networks, installation of broadband core and access cabinets, optical line terminals and last mile installations including customer premise equipment.
- (d) Enterprise solutions - include migration of legacy data network and enterprise broadband access to "future ready" Multi-Wide Area Network which entail capacity upgrades to existing network elements and building redundancy networks for enterprise segments.

Adjustments in the Use of Proceeds

The foregoing discussion represents a best estimate of the use of the net proceeds of the Offer based on the Company's current plans and anticipated expenditures. Actual use of the net proceeds may vary from the foregoing discussion and management may find it necessary or advisable to use portions of the net proceeds and the Company may temporarily reallocate the proceeds for other interim purposes, taking into consideration the prevailing business climate and the interests of the Company and its shareholders taken as a whole. The net proceeds of the Offer shall not be used to repay any of the Company's debt obligations with the Underwriters, if any. In the event of any material deviation, adjustment or reallocation in the planned use of proceeds, the Company will secure the approval of its Board of Directors for such deviation, adjustment or reallocation and promptly make the appropriate disclosures to the SEC and the PSE.

The Company will disclose via the PSE's Electronic Disclosure Generation Technology ("EDGE") the following disclosures to ensure transparency in the use of proceeds:

- any disbursements made in connection with the planned use of proceeds from the Offer;
- quarterly progress reports on the application of the proceeds from the Offer on or before the first 15 days of the following quarter. The quarterly progress reports should be certified by the Company's Chief Finance Officer, Treasurer and Chief Risk Officer and external auditor;
- annual summary of the application of the proceeds on or before January 31 of the following year. The annual summary report should be certified by the Company's Chief Finance Officer, Treasurer and Chief Risk Officer, and external auditor; and
- approval by the Company's Board of Directors of any reallocation on the planned use of proceeds, or of any change in the work program. The actual disbursement or implementation of such reallocation must be disclosed by the Company at least 30 days prior to the said actual disbursement or implementation.

In respect of the quarterly and annual reports, the Company will include a detailed explanation for any material variations, if any, between the actual disbursements and the planned use of proceeds set out in this Offer Supplement. The detailed explanation will include the approval of the Company's Board of Directors as specified above. In the event of any material deviation, reallocation or adjustment in the planned use of proceeds, the Company shall inform the SEC and issue all appropriate disclosures within 30 days prior to its implementation. Any material or substantial adjustment to the use of proceeds, as indicated above, shall be approved by the Board and shall be publicly disclosed through the SEC and PSE.

PLAN OF DISTRIBUTION

THE OFFER AND SECURITIES PROGRAM SHELF REGISTRATION

On [·], Globe filed a Registration Statement with the SEC in connection with the Non-Voting Preferred Shares Program.

The first tranche of the Non-Voting Preferred Shares Program is comprised of the offering and sale of [up to ₱15,000,000,000] worth of [up to 7,500,000] cumulative, non-voting, non-participating, non-convertible, redeemable, re-issuable Philippine Peso-denominated perpetual preferred shares, with an oversubscription option of [up to ₱10,000,000,000] worth of [up to 5,000,000] non-voting preferred shares, at an offer price of ₱2,000.00 per Offer Share.

In case the Oversubscription Option is partly exercised or not exercised at all by the end of the Offer Period for the First Tranche Shares, the unissued portion of the Non-Voting Preferred Shares under shelf registration will automatically be increased by such principal amount of Oversubscription Option Shares that will not be taken up or exercised.

Joint Underwriters and Joint Bookrunners

BPI Capital, BDO Capital, Chinabank Capital, First Metro, and Security Bank Capital, pursuant to an Underwriting Agreement with the Company, have agreed to act as the Joint Underwriters and Joint Bookrunners to distribute and sell the First Tranche Shares at the Offer Price, and have also committed to jointly and not solidarily underwrite the entire issue of the Base Offer Shares on a firm commitment basis (the “**Underwritten Shares**”), in either case subject to the satisfaction of certain conditions and in consideration for certain fees and expenses.

BPI Capital, BDO Capital and Chinabank Capital are the Joint Lead Issue Managers for this transaction.

For the offer of the First Tranche Shares, the Joint Underwriters and Joint Bookrunners will receive a fee of 0.375%, on the final aggregate nominal principal amount of the First Tranche Shares equivalent to ₱56,250,000.00 for the Base Offer and an additional ₱37,500,000.00 following the full exercise of the Oversubscription Option, exclusive of gross receipts tax and inclusive of fees to paid to Selling Agents (other than the PSE Trading Participants).

The amounts of the underwriting commitments of the Joint Underwriters and Joint Bookrunners are as follows (the “**Underwriting Commitments**”):

BPI Capital	₱[4,000,000,000.00]
BDO Capital	₱[4,000,000,000.00]
Chinabank Capital	₱[4,000,000,000.00]
First Metro	₱[1,500,000,000.00]
Security Bank Capital	₱[1,500,000,000.00]
Total Peso Amount of Underwritten Shares	₱15,000,000,000.00

Final allocation of the Oversubscription Option among the Joint Lead Issue Managers, Joint Underwriters and Joint Bookrunners will be determined at the end of the offer period.

The Oversubscription Option, once exercised during the Offer Period, shall be deemed underwritten by the Joint Underwriters and Joint Bookrunners on a firm commitment basis, in addition to the amounts above. Any Oversubscription Option Shares issued under the Oversubscription Option will be allocated subject to the discretion of the Joint Underwriters and Joint Bookrunners, in consultation with the Company.

There is no arrangement for the Joint Underwriters and Joint Bookrunners to return any unsold First Tranche Shares to the Company. The Underwriting Agreement may be terminated in certain circumstances prior to payment being made to the Company of the net proceeds of the First Tranche Shares.

The Joint Underwriters and Joint Bookrunners may enter into other sub-underwriting agreements with other underwriters who may want to participate in the Offer.

The Joint Underwriters and Joint Bookrunners are each duly licensed by the SEC to engage in the underwriting or distribution of the First Tranche Shares. The Joint Underwriters and Joint Bookrunners may, from time to time, engage in transactions with and perform services in the ordinary course of their business for the Company or other members of the Ayala Group of which the Company is a part.

Except for BPI Capital, the Joint Underwriters and Joint Bookrunners have no direct relationship with the Ayala Group in terms of ownership by either of their respective major stockholder/s. BPI Capital is a wholly-owned subsidiary of BPI, an investment in associate of Ayala in which Ayala has an effective ownership of 45.57%² as of September 30, 2025.

BPI Capital, BDO Capital, Chinabank Capital, First Metro, and Security Bank Capital have undertaken the requisite due diligence over the Company as Joint Underwriters and Joint Bookrunners of the First Tranche Shares. BPI Capital's relationship with the Ayala Group had no effect in its conduct of due diligence.

Each of the Joint Underwriters and Joint Bookrunners' parent companies is a banking institution regulated by the BSP that has a relationship with the Ayala Group. BPI Capital is the wholly-owned investment banking subsidiary of BPI. This relationship is independent of the engagement of the Joint Underwriters and Joint Bookrunners and are entered into on an arm's length basis in the ordinary course of its banking business. These banking institutions are engaged in transactions with, and have performed various commercial banking and other services for, the Company and/or its subsidiaries or Affiliates in the past and are expected to do so for the Company and/or its subsidiaries or Affiliates from time to time in the future, including, insofar as such bank has affiliates that offer such services, investment banking and underwriting services. However, all services provided by each of the Joint Underwriters and Joint Bookrunners, including in connection with the Offer, have been provided as an independent contractor and not as a fiduciary to the Company. The Joint Underwriters and Joint Bookrunners do not have a contract or other arrangement with the Company under which any of the Joint Underwriters and Joint Bookrunners may return to the Company any unsold securities of the Offer. The Joint Underwriters and Joint Bookrunners do not have any direct or indirect interest in the Company or in any securities thereof including options, warrants or rights thereto. None of the Joint Underwriters and Joint Bookrunners have any right to designate or nominate any member of the Company's Board.

BPI Capital Corporation

BPI Capital Corporation is a Philippine corporation organized in the Philippines as a wholly owned subsidiary of the Bank of the Philippine Islands. It obtained its license to operate as an investment house in 1994 and is licensed by the SEC to engage in underwriting and distribution of securities to the public with SEC Company Registration No. 0000065872 and SEC Investment House License No. CR 01-2008-00210 (renewed on November 29, 2024). It distributes both primary and secondary fixed income securities issued by the government and private sectors, including government securities as a Bureau of the Treasury-licensed government securities dealer (GSED). Over the years, it has consistently participated in the major primary bond offerings and other capital market issuances in the Philippines, including those by top corporations. As of December 31, 2024, its total assets amounted to ₱4.19 billion and its capital base amounted to ₱3.96 billion. It has an authorized capital stock of ₱506.44 million of which approximately ₱260.36 million represents its paid-up capital.

BDO Capital & Investment Corporation

BDO Capital is the wholly owned investment banking subsidiary of BDO Unibank, Inc., which, in turn, is an associate of the SM Group. BDO Capital is a full-service investment house primarily involved in securities underwriting and trading, loan syndication, financial advisory, private placement of debt and equity, project finance, and direct equity investment. Incorporated in December 1998, BDO Capital commenced operations in March 1999 with SEC Company Registration No. A1997-21903. It obtained its license to operate as an investment house in 1998 with SEC Investment House License No. CR 01-2008-00219 and is licensed by the SEC to engage in underwriting and distribution of securities to the public. As of June 30, 2025, it had ₱5.6 billion and ₱4.8 billion in assets and capital, respectively.

² This 45.57% represents the effective percentage of economic ownership of Ayala in BPI and its subsidiaries, which is inclusive of the shares owned through Liontide Holdings, Inc., a joint venture of Ayala, in BPI as of September 30, 2025.

China Bank Capital Corporation

Chinabank Capital is the wholly-owned investment banking subsidiary of China Banking Corporation. It was registered and licensed as an investment house on November 27, 2015, with SEC Company Registration No. CS201522558 and SEC Investment House License No. CR 01-2015-00279 (renewed on November 13, 2025), as a result of the spin-off of China Banking Corporation's Investment Banking Group. The firm offers a full suite of investment banking solutions that enable clients to achieve their fundraising objectives and strategic goals. The company's services include arranging, managing and underwriting debt and equity transactions, such as bond offerings, corporate notes issuances, initial public offerings, and follow-on offerings of common and preferred shares, private placement of securities, structured loans, project finance, real estate investment trusts, and asset securitizations. Chinabank Capital provides financial advisory services to its clients, such as deal structuring, valuation exercises, and execution of mergers, acquisitions, divestitures, joint ventures, recapitalizations, and other corporate transactions. As of December 31, 2024, it had ₱4.06 billion in assets and ₱4.00 billion in capital.

First Metro Investment Corporation

First Metro is a leading investment bank in the Philippines with sixty-two years of service in the development of the country's capital markets. It is 99.3% owned by Metropolitan Bank & Trust Company and is the investment banking arm of the Metrobank Group, one of the largest financial conglomerates in the country. First Metro is licensed by the Securities & Exchange Commission under SEC Company Registration No. 0000023269 and Investment House License No. CR-01-2008-00211 to engage in underwriting and distribution of securities to the public. First Metro offers a wide range of services, from debt and equity underwriting to loan syndication, acquisition and project finance, and financial advisory. First Metro brings proven expertise in deal origination, structuring, and execution. As of December 31, 2024, its total assets stood at ₱16.30 billion, while total equity amounted to ₱15.70 billion.

Security Bank Capital Investment Corporation

Security Bank Capital is a Philippine corporation organized in October 1995 as a wholly-owned subsidiary of Security Bank Corporation. It obtained its license to operate as an investment house in 1996 and is licensed by the SEC to engage in underwriting and distribution of securities to the public. Security Bank Capital provides a wide range of investment banking services including underwriting of debt and equity securities, project finance, loan syndications, mergers and acquisitions, and other corporate/financial advisory services. Security Bank Capital is also involved in equity trading through its wholly-owned stock brokerage subsidiary, SB Equities, Inc. Its senior executives have extensive experience in the capital markets and were involved in a lead role in a substantial number of major debt and equity issues, both locally and internationally. As of December 31, 2024, its total assets amounted to ₱2.19 billion and its capital base amounted to ₱2.13 billion.

SALE AND DISTRIBUTION

The distribution and sale of the First Tranche Shares shall be undertaken by the Joint Underwriters and Joint Bookrunners and the Selling Agents, who shall sell and distribute the First Tranche Shares to third party buyers/investors. Nothing herein shall limit the rights of the Joint Underwriters and Joint Bookrunners from purchasing the First Tranche Shares for their own respective accounts. The Joint Underwriters and Joint Bookrunners are authorized to organize a syndicate of sub-underwriters, soliciting dealers and/or agents for the purpose of the Offer.

TRADING PARTICIPANTS

The Company plans to make available up to [1,500,000] First Tranche Shares or up to 20% of the Base Offer Shares for distribution to the respective clients of the [122] Trading Participants of the PSE, acting as Selling Agents. The total number of Base Offer Shares allocated to the PSE Trading Participants will be distributed following the procedures indicated in the implementing guidelines for the offering of the First Tranche Shares to the Trading Participants to be announced in the EDGE by the PSE (the "**TP Guidelines**"). Each Trading Participant shall be allocated [12,295] First Tranche Shares (the "**Allocation per TP**") (computed by dividing the Base Offer Shares allocated to the PSE Trading Participants by [122], and rounded down to the nearest board lot), subject to re-allocation as described below as may be determined by the Joint Underwriters and Joint Bookrunners. The Trading Participants may undertake to purchase more than their Allocation of First Tranche Shares per TP. Any requests for First Tranche Shares in excess of the Allocation per TP may be satisfied via the reallocation of any First Tranche Shares not taken up by other PSE Trading Participants. [10] residual First Tranche Shares, and

any First Tranche Shares allocated to the PSE Trading Participants but not taken up by them, will be allocated first to the PSE Trading Participants who subscribed to their allotment and indicated additional demand in accordance with the TP Guidelines. PSE Trading Participants who take up the First Tranche Shares shall be entitled to a selling fee of 0.125%, inclusive of value added tax, of the First Tranche Shares taken up and purchased by the relevant PSE Trading Participant. The selling fee, less withholding tax of [10]% or [15]%, as applicable, will be paid to the PSE Trading Participants within ten (10) Business Days after the Issue Date.

Prior to the close of the Offer Period, any First Tranche Shares not taken up by the PSE Trading Participants shall be distributed by the Joint Underwriters and Joint Bookrunners directly to their clients and the general public.

LOCAL SMALL INVESTORS

A total of up to [750,000] First Tranche Shares, or up to [10]% of the Base Offer Shares (the “**LSI Allocation**”), shall be made available nationwide to LSIs through PSE EASy. If the total amount of First Tranche Shares in Applications to Purchase submitted by LSIs is five (5) times or more than the LSI Allocation, then the LSI Allocation will be increased to up to [1,125,000] First Tranche Shares. In the event that the total demand by LSIs for the First Tranche Shares exceed the maximum allocation of up to [1,125,000], the Joint Underwriters and Joint Bookrunners shall allocate the First Tranche Shares by balloting. As defined under the PSE Rules, an LSI is defined as a subscriber to the Offer who is willing to subscribe to a minimum board lot or whose subscription does not exceed ₱[100,000.00], provided, however, that the PSE may increase the maximum subscription amount for the LSI, on a case to case basis. In the case of this Offer, the minimum subscription of LSIs shall be [25] First Tranche Shares or ₱[50,000.00], and thereafter in multiples of [5] First Tranche Shares, up to a maximum subscription of [500] First Tranche Shares or ₱[1,000,000.00]. There will be no discount on the Offer Price. The procedure in subscribing to First Tranche Shares via PSE EASy is indicated in the Company’s LSI Guidelines to be announced through the PSE EDGE website. Should the total demand for the First Tranche Shares in the LSI program exceed the maximum allocation, the Joint Lead Issue Managers and the Joint Underwriters and Joint Bookrunners shall allocate the First Tranche Shares by ensuring equitable distribution by satisfying first the applications of investors with the smallest orders.

All First Tranche Shares not taken up by the Trading Participants, the LSIs, qualified institutional buyers, the general public and the Joint Underwriters and Joint Bookrunners’ clients shall be purchased by the Joint Underwriters and Joint Bookrunners pursuant to the terms and conditions of the Underwriting Agreement. Nothing herein or in the Underwriting Agreement shall limit the rights of the Joint Underwriters and Joint Bookrunners from purchasing the First Tranche Shares for their own respective accounts.

The obligations of each of the Joint Underwriters and Joint Bookrunners will be several, and not solidary, and nothing in the Underwriting Agreement shall be deemed to create a partnership or joint venture between and among any of the Joint Underwriters and Joint Bookrunners. Unless otherwise expressly provided in the Underwriting Agreement, the failure by a Joint Underwriter and Joint Bookrunner to carry out its obligations thereunder shall neither relieve the other Joint Underwriters and Joint Bookrunners of their obligations under the same Underwriting Agreement, nor shall any Joint Underwriter and Joint Bookrunner be responsible for the obligation of another Joint Underwriter and Joint Bookrunner.

FINDERS AND INTEREST OF NAMED EXPERTS AND INDEPENDENT COUNSEL

No finders, promoters, experts, or independent counsels will receive a direct or indirect interest in the Company pursuant to this Offer.

MANNER OF DISTRIBUTION

The Joint Underwriters and Joint Bookrunners shall, at their discretion, determine the manner by which proposals for subscriptions to, and issuances of, First Tranche Shares shall be solicited, with the sale of the re-issued First Tranche Shares to be effected only through the Joint Underwriters and Joint Bookrunners and Selling Agents.

OFFER PERIOD

The Offer Period shall commence on 9:00 a.m. of [February 13], 2026 and end on 12:00 noon of [February 20], 2026 or on such other date as the Issuer, the Joint Lead Issue Managers and the Joint Underwriters and Joint Bookrunners may agree upon.

FIRM COMMITMENT TO PURCHASE

The Joint Underwriters and Joint Bookrunners will fully underwrite, on a firm commitment basis, the Base Offer Shares and the Oversubscription Option Shares up to the extent of the exercise portion of the Oversubscription Option.

As soon as the Offer Period has commenced, the Offer shall not be withdrawn, cancelled, suspended or terminated solely by reason of (i) the Issuer's or Joint Underwriters and Joint Bookrunners' inability to sell or market the First Tranche Shares or (ii) the refusal or failure of the Joint Underwriters and Joint Bookrunners or any other entity or person to comply with any undertaking or commitment to take up any First Tranche Shares remaining after the Offer Period.

In undertaking the Joint Underwriters and Joint Bookrunners' Firm Commitment to purchase the First Tranche Shares, the Joint Underwriters and Joint Bookrunners hereby manifest their conformity to comply with and be bound by all duly promulgated and applicable listing and disclosure rules, requirements, and policies of the PSE.

The Joint Underwriters and Joint Bookrunners acknowledge that in the event the Oversubscription Option is not exercised, it is deemed cancelled and the filing fees for that oversubscription is forfeited.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Joint Underwriters and Joint Bookrunners may, acting upon a vote representing the majority or more than fifty percent (50%) of aggregate Underwritten Shares and after consultation with all of the Joint Underwriters and Joint Bookrunners, terminate the Underwriting Agreement at any time prior to the Issue Date, by an irrevocable written notice of termination delivered to the other parties to the Underwriting Agreement, the SEC, and the PSE, if any of the following supervening force majeure events occurs:

- (a) The Issuer fails to perform any of its material undertaking, covenants and obligation herein or if any representation or warranty made by the Issuer in the Underwriting Agreement, or any information given in the Prospectus and the Offer Supplement is untrue or misleading or has become untrue or misleading in any material respect, which, in each case: (a) was not known known to the Joint Underwriters and Joint Bookrunners on or before the commencement of the Offer Period despite the exercise of due diligence; and (b) has a Material Adverse Effect, provided the Joint Underwriters and Joint Bookrunners shall grant the Issuer a period of five (5) Business Days from the date of consultation to effect such corrective measures.
- (b) The issuance of an order revoking, cancelling, suspending, preventing or terminating the offer, sale, distribution or listing of the First Tranche Shares is issued by any court or governmental agency or authority with jurisdiction on the matter, the SEC or the PSE.
- (c) Cancellation, revocation, suspension, or termination of the PSE Notice of Approval, the SEC Pre-Effective Clearance, the SEC Order, or the Permit to Sell Securities.
- (d) Trading in the PSE is closed or suspended for at least three (3) consecutive Business Days, or in such manner or for such period as will render impracticable the listing and trading of the First Tranche Shares on or before the Issue Date.
- (e) A change or impending change in law, rule, regulation, policy or administrative practice, or a ruling, interpretation, decree or order is issued, made or adopted, which (i) materially and adversely affects: (a) the ability of the Issuer to engage in the business it is presently engaged in; or (b) the capacity and due authorization of the Issuer to offer or issue the First Tranche Shares and enter into the Transaction Documents in connection with the Offer, or (ii) would render illegal the performance by the Joint Underwriters and Joint Bookrunners of any of its obligations hereunder.
- (f) Any significant, adverse, and unforeseeable change or development in the Issuer's long term financial condition, assets, liabilities, results of operations, business, properties, profitability, management, corporate structure or relationships, actual or potential liabilities, investments or revenues which would have a Material Adverse Effect.

- (g) Any event, or series of events that has a Material Adverse Effect, in the nature of force majeure including, without limitation, any acts of government, calamity, crisis, epidemic, pandemic, economic sanctions other than those economic sanctions that have been publicly proposed or threatened on or prior to the date hereof, strikes, labor disputes, lock-outs, fire, explosion, flooding, earthquake, civil commotion other than declaration of or a state of war, or acts of God, in or affecting the Philippines, or any change or development involving a prospective change, or any event or circumstances or series of events likely to result in any change or development involving a prospective change, in any local, national, regional or international financial, economic, political, military, industrial, regulatory, stock market matters or conditions, or other financial markets, in or affecting the Philippines, in each case, which would materially and adversely affect the distribution, offer and sale of the First Tranche Shares in the Philippines, rendering it impracticable or inadvisable to proceed with the Offer and/or listing of the First Tranche Shares in the manner contemplated by this Agreement, the Prospectus, or the Offer Supplement, or would have a material and adverse Effect on the Philippine economy or on the securities or other financial or currency markets of the Philippines or on the distribution, offer and sale of the First Tranche Shares in the Philippines, rendering it impracticable or inadvisable to proceed with the Offer in the manner contemplated by this Agreement, the Prospectus, or the Offer Supplement; provided, that for the avoidance of doubt, the Offer shall not be withdrawn, cancelled, suspended or terminated solely by reason of the Joint Underwriter and Joint Bookrunners' inability to sell or market the First Tranche Shares or refusal or failure to comply with any undertaking or commitment by the Joint Underwriters and Joint Bookrunners to take up any shares remaining after the Offer Period.
- (h) Unavailability of the PDTC and the PSE facilities used for the Offer and/or listing and unavailability effectively prevents the ability of the Issuer and Joint Underwriters and Joint Bookrunners to fully comply with the listing requirements of the PSE
- (i) The Issuer decides to or is compelled by a competent court or relevant Government Authority ("**Competent Authority**") to stop its operations which are not remedied within five (5) Business Days from such decision of the Issuer or relevant Competent Authority.
- (j) The Issuer shall be adjudicated bankrupt or insolvent, or shall admit in writing its inability to pay its debts as they mature, or shall make or threaten to make an assignment for the benefit of, or a composition or assignment with, its creditors or any class thereof, or shall declare or threaten to declare a moratorium on its indebtedness or any class thereof; or the Issuer shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed; or the Issuer shall initiate or institute (by petition, application or otherwise howsoever), or consent to the institution of any bankruptcy, insolvency, reorganization, rehabilitation, arrangement, readjustment of debt, suspension of payment, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted against the Issuer; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against any material asset, or material part thereof, taken as a whole, of the Issuer; or any event occurs which under the laws of the Philippines or other jurisdictions, or any applicable political subdivision thereof, has an effect equivalent to any of the foregoing.
- (k) Any court proceeding, litigation, arbitration or other similar proceeding is commenced or threatened against the Joint Underwriters and Joint Bookrunners in connection with or with respect to the issuance or sale by the Issuer of the First Tranche Shares or the Offer in general which renders the performance of its Underwriting Commitment impossible or impracticable.
- (l) A general banking moratorium is declared in the Philippines or a material disruption in commercial banking or securities settlement or clearance services occurs in the Philippines.
- (m) Any event occurs which makes it impossible for the Joint Underwriters and Joint Bookrunners to perform its underwriting obligations due to conditions beyond its control, such as issuance by any court, arbitral tribunal, or government agency which has jurisdiction on the matter of an order restraining or prohibiting the Joint Underwriters and Joint Bookrunners, or directing the Joint Underwriters and Joint Bookrunners to cease, from performing their underwriting obligations.
- (n) Any force majeure event, other than the ones enumerated above, that has a material and adverse effect on the Issuer's long-term financial condition, assets, liabilities, results of operations, business, properties or profitability.

WITHDRAWAL OF THE OFFER

The Issuer reserves the right to withdraw the Offer and sale of the First Tranche Shares at any time before the execution of the Underwriting Agreement and the commencement of the Offer Period, by notice in writing delivered to the Joint Underwriters and Joint Bookrunners, in which event the Issuer will make the necessary disclosures to the SEC and PSE.

The Issuer, by prior notice in writing delivered to the Joint Lead Issue Managers, and the Joint Underwriters and Joint Bookrunners, may terminate the Underwriting Agreement with respect to the Joint Lead Issue Managers and/or the Joint Underwriters and Joint Bookrunners (as applicable) at any time after the execution of the Underwriting Agreement and prior to the Issue Date only in the event that any of the events specified in the section under “***Termination of the Underwriting Agreement***” occurs, except paragraph (a).

The Issuer may withdraw the Offer by providing prior written notice of such withdrawal to the Joint Lead Issue Managers and the Joint Underwriters and Joint Bookrunners at any time on or after the commencement of the Offer Period and prior to the Issue Date, in the event that any of the events specified in the section under “***Termination of the Underwriting Agreement***” occurs, except paragraph (a).

The termination by the Issuer of the Underwriting Agreement in respect of the relevant Joint Lead Issue Manager/s and/or the relevant Joint Underwriter and Joint Bookrunner shall not affect the rights and obligations of the other Joint Lead Issue Manager/s and the other Joint Underwriters and Joint Bookrunners under the Underwriting Agreement which shall survive such termination in respect of the relevant Joint Lead Issue Manager/s and/or the relevant Joint Underwriter/s and Joint Bookrunner/s.

As soon as the Offer Period has commenced, the Offer shall not be withdrawn, cancelled, suspended, or terminated solely by reason of (i) the Issuer’s or Joint Underwriters and Joint Bookrunners’ inability to sell or market the First Tranche Shares or (ii) the refusal or failure of the Joint Underwriters and Joint Bookrunners or any other entity or person to comply with any undertaking or commitment to take up any First Tranche Shares remaining after the Offer Period.

Notwithstanding the acceptance of any Application to Purchase, the actual issuance of the First Tranche Shares to an applicant shall take place only upon the listing of the First Tranche Shares on the PSE. Subject to the right of the Issuer to withdraw or cancel the offer and sale of the First Tranche Shares prior to Issue Date pursuant to this section and the “*Summary of the Offering - Withdrawal of the Offer*” of this Offer Supplement, the Issuer and any of its agents involved in the Offer undertake to comply with all conditions that are within the control of the Issuer and any of its agents involved in the Offer, to ensure the listing of the First Tranche Shares on Issue Date.

Notwithstanding the foregoing, the Issuer and the Joint Underwriters and Joint Bookrunners recognize and acknowledge that the PSE, in the exercise of its authority as a self-regulatory organization and further to its mandate to maintain a fair and orderly market, may impose appropriate and reasonable sanctions and penalties on the Issuer and/or the Joint Underwriters and Joint Bookrunners for the termination or withdrawal of the Offer on or after the commencement of the Offer Period and prior to the Issue Date if, subsequently, the PSE determines that the termination or withdrawal of the Offer, Underwriting Commitment or Underwriting Agreement was not warranted based on the facts gathered and properly evaluated by the PSE and after due and proper proceedings initiated by the PSE not later than five (5) Business Days after such termination or withdrawal.

DETERMINATION OF OFFER PRICE

The Offer Price of ₱2,000.00 is at a premium to the First Tranche Shares' par value per share of ₱50.00. The Offer Price was arrived at by dividing the desired gross proceeds of approximately ₱15 billion (or ₱25 billion in the event that the Oversubscription Option is exercised in full) by the target amount of Non-Voting Preferred Shares allocated for the Offer.

The Initial Dividend Rate of the First Tranche Shares to be offered will be computed based on the sum of the simple average of the applicable PHP BVAL Reference Rate, as published on the website of the Philippine Dealing System Group or, if unavailable, the Philippine Dealing & Exchange Corp. ("PDEX") page of Bloomberg (or such successor website or page of the publication agent or electronic service provider), as relevant, for the three (3) consecutive Business Days immediately preceding and ending on the Initial Dividend Rate, plus an applicable final spread, as determined via a book building process.

CAPITALIZATION

The following table sets forth the indebtedness and capitalization of the Group as of September 30, 2025, on an actual and as adjusted basis giving effect to the issuance of the First Tranche Shares, after payment of the estimated offering fees and expenses. This table should be read in conjunction with the Unaudited Interim Condensed Consolidated Financial Statements and the notes thereto presented elsewhere in the Prospectus.

Unaudited in Php millions	As of September 30, 2025		
	Actual	As adjusted for Base Offer of P15.0Bn (upon issuance of First Tranche shares)	As adjusted for Base Offer and Over Subscription Shares of P25.0Bn (upon issuance of First Tranche shares)
Debt			
Loans Payable - Current	22,202.5	22,202.5	22,202.5
Non-current borrowings			
Loans payable - net of current portion	231,289.0	231,289.0	231,289.0
Derivative liabilities - current portion	432.7	432.7	432.7
Derivative liabilities - net of current portion portion	0.0	0.0	0.0
Total indebtedness	253,924.2	253,924.2	253,924.2
Equity			
Capital Stock	9,016.0	9,016.0	9,016.0
Additional paid in capital	54,862.6	54,862.6	54,862.6
Capital securities	29,977.6	29,977.6	29,977.6
Cost of share-based payments	877.1	877.1	877.1
Other reserves	-2,171.7	-2,171.7	-2,171.7
Treasury shares	-10,000.0	-6,250.0	-3,750.0
Treasury shares premium	0.0	11,126.6	18,572.8
Retained earnings	91,783.9	91,783.9	91,783.9
	174,345.5	189,222.1	199,168.3
Non-controlling interests	49.0	49.0	49.0
Total equity	174,394.5	189,271.1	199,217.3
Total capitalization and indebtedness	428,318.7	443,195.3	453,141.4

LEGAL MATTERS

Certain Philippine legal matters in connection with the Offer have been passed upon by Globe's Legal and Compliance Division for the Issuer, and Romulo Mabanta Buenaventura Sayoc & de los Angeles for the Joint Underwriters and Joint Bookrunners. Certain matters relating to the legality of the Offer and tax matters were passed upon by Gruba Caganda Advincula Melo & de la Fuente for the limited purpose of issuing an opinion required by the SEC.

Each of the foregoing legal counsel has neither shareholdings in the Company nor any right, whether legally enforceable or not, to nominate persons or to subscribe for securities in the Company. Each of the legal counsel will not receive any direct or indirect interest in the Company or in any securities thereof (including options, warrants or rights thereto) pursuant to or in connection with the Offer.

THE COMPANY

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The Globe Tower
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JOINT LEAD ISSUE MANAGERS

BPI Capital Corporation
23/F Ayala Triangle Gardens
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Makati City 1226

BDO Capital & Investment Corporation
17/F BDO Equitable Tower,
8751 Paseo de Roxas,
Salcedo Village, Makati City
1226

China Bank Capital Corporation
28/F BDO Equitable Tower
8751 Paseo de Roxas,
Makati City 1226, Philippines

JOINT UNDERWRITERS AND JOINT BOOKRUNNERS

BPI Capital Corporation
23/F Ayala Triangle Gardens
Tower Two, 8755 Paseo de Roxas
Makati City 1226

BDO Capital & Investment Corporation
17/F BDO Equitable Tower,
8751 Paseo de Roxas,
Salcedo Village, Makati City
1226

China Bank Capital Corporation
28/F BDO Equitable Tower
8751 Paseo de Roxas,
Makati City 1226, Philippines

First Metro Investment Corporation
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6813 Ayala Ave. corner
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Makati City 1227, Philippines

Security Bank Capital Investment Corporation
18F Security Bank Centre,
6776 Ayala Avenue,
Makati City, Philippines

LEGAL COUNSEL TO THE ISSUER

Gruba Caganda Advincula Melo & De La Fuente³

LEGAL COUNSEL TO THE JOINT UNDERWRITERS AND JOINT BOOKRUNNERS

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INDEPENDENT AUDITOR OF THE COMPANY

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³ For the limited purpose of issuing an opinion required by the SEC.