

BARCLAYS BANK IRELAND PLC - BRANCH IN PORTUGAL PUBLIC MORATORIUM

The Portuguese Government approved a moratorium, valid until 30 September 2021, which ensures the continuity of the credit lines in force, and the extension or suspension of credits, until the end of this period in the terms described in this document, covering companies that meet the criteria provided for in Decree-Law no. 10-J/2020 of 26 March, as amended (the “**Public Moratorium**”).

The Public Moratorium includes a set of measures to protect and support liquidity and treasury, and its purpose is to defer the performance of beneficiaries of their obligations to the financial system.

Under the terms and for the purposes provided for in the Bank of Portugal’s Notice (*Aviso*) no. 2/2020, of 7 May 2020, this document provides all information to the costumers of Barclays Bank Ireland PLC - Branch in Portugal (“**BBI Portugal**”) on the Public Moratorium.

Credit transactions covered

All credit transactions entered into between the aforementioned beneficiaries and BBI Portugal until 26 March 2020 are covered by the Public Moratorium, excluding the following transactions:

- a) Credit or financing to purchase securities or positions in other financial instruments, whether these are secured or not by such instruments;
- b) Credit to beneficiaries of systems, subsidies or benefits (*beneficiários de regimes, subvenções ou benefícios*), including tax benefits, to establish their registered office or residence in Portugal, including for investment activity, with the exception of citizens covered by the Return Program (*Programa Regressar*);
- c) Credit to companies for individual use through the credit cards of the members of the management body, the members of the supervisory body, the employees or other personnel.

Potential beneficiaries and respective conditions of access

The Public Moratorium of BBI Portugal is available to companies, irrespective of their size (excluding companies of the financial sector), which fulfil the following cumulative conditions:

- A. did not benefit from the public moratorium benefits as at 1 October 2020; or
- B. which did benefit from the public moratorium benefits but for a period of less than nine months,

which fulfil the following cumulative conditions:

- i. have their registered office and pursue their economic activity in Portugal;
- ii. are not, as at 1 January 2021, in delay (*mora*) or in default (*incumprimento*) of the instalments of the credit in question with BBI Portugal for more than 90 days, or, if they are, do not comply with the materiality criteria provided for in the Bank of Portugal’s Notice (*Aviso*) no. 2/2019 (available at <https://www.bportugal.pt/aviso/22019>) and in Regulation

(EU) 2018/1845 of the European Central Bank of 21 November 2018 (available at <https://eur-lex.europa.eu/legal-content/PT/TXT/?qid=1588929892899&uri=CELEX:32018R1845>), and with respect to which BBI Portugal is not aware of them being in an insolvency situation, or suspension or cessation of payments, and which on that date are not already under enforcement by BBI Portugal; and

- iii. have their situation regularized with the Portuguese Tax Authority and the Portuguese Social Security, within the meaning, respectively, of the Portuguese Code of Tax Procedure and Proceedings (*Código de Procedimento e de Processo Tributário*) and the Code System Contributory Pension Plan Social Security (*Código dos Regimes Contributivos do Sistema Previdencial de Segurança Social*), not being relevant for this purpose, until 30 April 2020, the debts incurred in the month of March 2020 or request the regularization by the date of adherence.

Therefore, the following entities are excluded from the scope of the Public Moratorium, since are part of the financial sector: banks, other credit institutions, financial companies, payment institutions, electronic money institutions, financial intermediaries, investment companies, collective investment entities, pension funds, securitisation funds, their management companies, securitisation companies, insurance and reinsurance companies and public entities that administer public debt at a national level, with a legal status considered equivalent to that of credit institutions.

The BBI Portugal Public Moratorium is also applicable to entrepreneurs on an individual basis (*empresários em nome individual*), as well as to private charitable institutions (*instituições particulares de solidariedade social*), non-profit associations (*associações sem fins lucrativos*) and social economy entities (*entidades da economia social*), except those that meet the requirements provided for in article 136 of the Portuguese Mutualist Associations Code (*Código das Associações Mutualistas*), approved by Decree-Law no. 59/2018, of 2 August, which on 26 March 2020 meet the conditions referred to in paragraphs c) and d) of no. 1 and have their domicile or registered office in Portugal.

Adherence to the Public Moratorium process

- i) How to submit the declaration of adherence and documentation to be submitted

For the eligible credits, the beneficiary's legal representative shall send an email to its Customer Manager (*Gestor de Cliente*) at BBI Portugal requesting the adherence to the Public Moratorium, **attaching** the borrower's tax and social security regularized situation statements.

The declaration of adherence and the other documents shall be sent through one of the following means:

- by email, to the respective Customer Manager;
- by post mail, to the attention of the respective Customer Manager, to the following address: RUA DUQUE DE PALMELA, N.º 37 - 5.º ANDAR.

- ii) Notification of the implementation or non-implementation of the moratorium

BBI Portugal will notify the customer about the implementation of the Public Moratorium within

five working days from the receipt of the declaration of adherence or, if the customer does not meet the conditions of access, about the non-implementation of the Public Moratorium and the respective reasons, within three working days.

This notification contains information on the impact of the implementation of the moratorium on the credit transaction covered by the moratorium.

The communication of non-implementation of the moratorium will be sent to the customer via email. If the request for adherence to the moratorium is accepted, BBI Portugal will notify the customer via email or via any other means normally used in communications established with the customer within the scope of the credit transaction concerned.

Types of moratorium and measures included in the moratorium

The solution presented by BBI Portugal under the Public Moratorium allows beneficiaries to choose one of three alternatives:

- a) suspension of principal repayments on the outstanding credits contracted with BBI Portugal; or
- b) suspension of principal and interest repayments on the outstanding credits contracted with BBI Portugal, with their capitalisation in the amount of the financing with reference to the moment at which they are due at the rate of the contract in force; or
- c) extension, for the same period as the suspension, of the term when the principal repayment is made at the end of the contract.

Companies that operate in sectors particularly affected by the COVID-19 pandemic, such as the restaurant sector (and others indicated in this [list](#)), may benefit from an automatic extension of the maturity of their agreements for a period of twelve months, until 30 September 2022.

These twelve months shall be added to the period for which these agreements had been deferred under the Public Moratorium. In the case of agreements with instalment repayments, the instalments that have not yet matured (*prestações vincendas*) shall be adjusted proportionately and recalculated according to this extension.

This extension shall cease with immediate effect (the repayment plan initially contracted resumes, in addition to the period for which the credits were deferred as a result of the application of the public moratorium), once any of the following situations occurs:

- Default (*incumprimento*) of any payment obligation;
- Enforcement, by a third party, of any payment obligation of the customer, attachment (*arresto*) or any act of judicial attachment of its assets.

Duration of each moratorium

The moratorium, depending on the alternative chosen, implies that the repayment of the principal and interest of the monthly instalments or only the repayment of the principal of the monthly instalments (with the interest payment remaining at the agreed dates) are suspended, with an automatic extension, in any event, of the repayment schedule for the credit instalments for the same period as the suspension.

For adherences made from 1 January 2021 until 31 March 2021, the duration of these

exceptional measures shall not exceed nine months from the date of communication of adherence.

The borrowers which already benefited from the exceptional measures as at 1 October 2020 shall benefit from an automatic extension for a six months period starting from 31 March 2021 until 30 September 2021, subject to the following limitations:

- From 1 of April of 2021, these exceptional support measures are exclusively referent to the suspension of capital repayment;
- In addition to the suspension of capital repayment, customers may also benefit from the suspension of the payment of interest, commissions and other charges in case of:
 - of mortgage credit transactions;
 - companies that operate in sectors particularly affected by the COVID-19 pandemic, such as the restaurant sector (and others with the Activity Codes indicated in this [list](#)).

Impacts of the implementation of the moratorium on the amount of instalments and the repayment term of credit transactions

During the period of implementation of the Public Moratorium, **(i)** the repayment of the principal and interest of the monthly instalments or **(ii)** only the repayment of the principal of the monthly instalments (with the interest payment remaining at the agreed dates) are suspended or **(iii)** the term when the principal repayment is made at the end of the contract is extended, entailing the Public Moratorium, in any event, the automatic extension of the repayment schedule for the credit instalments for the same period as the suspension, in order to ensure that there are no charges other than those which may arise from the variability of the reference interest rate of the contract.

In light of the above, the credit lines contracted with BBI Portugal with a maturity date prior to 30 September 2021 will be automatically extended until such date.

The other conditions stipulated in the contract remain unchanged. However, the Public Moratorium implies:

- i. the capitalisation of interest not charged as a result of the implementation of the moratorium;
- ii. the amendment of the contract term, with the initially stipulated period being adjusted by adding a period equal to the duration of the moratorium, with the repayment plan also being adjusted, where applicable.

The amendment of the contract term or the suspension of principal, rents or interest payments shall not give rise to any:

- i. contractual breach; and
- ii. trigger of acceleration clauses.

Term for adherence to the Public Moratorium

The Public Moratorium is in force until 30 September 2021. The declaration of adherence to

this moratorium can be submitted until 31 March 2021. From 1 April 2021 onwards, it will no longer be possible to apply to the public moratorium.

Additional information and frequently asked questions

For additional information on this Public Moratorium, please contact by phone or send an email to your Customer Manager (*Gestor de Cliente*), or check the Customer Area (*Área de Cliente*) on the BBI Portugal website: <https://www.barclayscorporate.com/international-corporate-banking/international-documents/>.