

PERSONAL DETAILS (*)

Mr/Ms		with NIE	

NIE: Foreigner Identity Number

What is the reference number of my contract? (*)My contract
reference number is*You will find the reference on a monthly bill or by accessing CaixaBankNow*

Due to the crisis caused by the expansion of the Covid-19 and the impossibility of facing the mortgage debt on my second home in Spain (not leased), I request CaixaBank, S.A. the granting of a capital moratorium (payment of interest only) for _____ months (please, indicate the number of months of moratorium that you request, up to a maximum limit of 12 months).

If I do not meet the requirements for the application of said moratorium, I request the study of a solution tailored to my situation.

All this based on the following INFORMATION:

What situation am I in that makes me applicable to apply for the debt moratorium? (*)

As a direct consequence of COVID-19, currently my situation is: *(select an option)*:

- I was employed by others and I am now unemployed or I have been affected by a temporary redundancy (ERTE)
- I am employed by others and I have suffered a substantial loss of over 10% of my income.
- I am an entrepreneur or professional¹ and I have suffered a substantial loss of income or billing of over 20%
- Other circumstances that do not allow me to manage the debt.

What documents am I including with this application?

In the event of a legal situation of unemployment, you must provide us, along with this application, a certificate issued by the government's management Entity responsible for covering all economic Social Security Benefits, detailing the monthly amount received as unemployment benefits or subsidies.

¹ The definition of entrepreneur or professional must correspond to the assumptions established in art. 5 of Law 37/1992, of December 28, on Value Added Tax. We incorporate a transcript of it in Annex 1 of this application.

AFFIDAVIT

I HEREBY DECLARE that I have experienced a change in my financial circumstances as a result of the COVID-19 crisis, whether I am an employee, I have become unemployed or I have been made temporarily redundant (ERTE) or because, as an entrepreneur or professional, I have experienced a cessation in my activities or a drop in the volume of my sales/billing; or an equivalent situation that has affected my income.

Said decrease in my income is a minimum of 10% with respect to previous earnings as an employee or a minimum of 20% as an entrepreneur or professional.

I am aware that if I were to benefit from the inaccuracy of information or documentation that I provide (legal fraud), I will stop benefitting from said moratorium or suspension and I will also be liable for any loss or damage caused.

What information has CaixaBank provided to me?

CaixaBank has provided me with the following information:

1. **Legal information.** I have been provided with a copy of articles 5 of Value Added Tax Law and of Second and Third articles of the Sectoral Agreement (CECA) on the deferment of operations with financing for customers affected by the coronavirus crisis, of 16 April 2020 (Appendix 3).
2. **Contractual consequences.**
3. I have been informed of the characteristics of the Sectoral Moratorium, which is an additional and different facility to that of the Legal Moratorium, established in Royal Decree-Law 8/2020 and/or 11/2020 (in relation to mortgage debt for the purchase of a main residence, properties in Spain used for the economic activity of entrepreneurs and professionals, and properties other than the main residence used for rental), that CaixaBank has offered me to alleviate the financial burden of my contract. The Sectoral Moratorium differs from the Legal Moratorium 1) in the effects (in the Sectoral Moratorium we will temporarily reduce the amount of bills, but they will continue to be issued monthly) and 2) in the time of duration.

Effects: During the Sectoral Moratorium (for mortgages and personal loans) I will only pay the interest on my loan. I will not have to pay the other amount that usually forms part of a monthly bill, relating to capital, on a temporary basis for the duration of the sectoral moratorium. The interest rate that will be applied will be the same as that established in the original contract.

Duration: The repayment term of the debt to allow you to pay the deferred amounts will be extended by the number of monthly bills equivalent to the duration of the Sectoral Moratorium.

4. **Personal data processing.**

Data controller: CaixaBank, S.A. ('CaixaBank'), with Tax ID number A08663619, and address at c/Pintor Sorolla 2-4, 46002, Valencia

Contact details of the Data Protection Officer: www.CaixaBank.com/dataprotectionofficer

Purposes of the data processing: the data and information collected (the 'Data') are necessary (ii) to manage the application and will be used to process it and conducts its legal evaluation, and (ii) to comply with the regulatory obligations applicable to CaixaBank.

Legitimate basis of the data processing: (i) execution of the contract and (ii) compliance with the legal obligations applicable to CaixaBank

Data communication: the Data may be communicated to public authorities and bodies, in order to comply with a legal obligation, as well as to service providers and third parties needed to manage and carry out this application.

Data retention period: for the purposes of this application, the data will be processed for as long as the relationships derived therefrom remain in force.

If CaixaBank has your consent to process your data for commercial purposes, the Data will be processed until said consent is renewed, or up to 12 (twelve) months after the contractual or business relationships established with CaixaBank have terminated.

The Data will be retained (throughout the statute of limitations derived from said relationships) for the sole purposes of meeting the legal obligations required, and to draw up, exercise or defend claims.

Exercising Rights

The data subject can exercise their rights of access, rectification, opposition, deletion, limitation and portability, in accordance with regulations, in CaixaBank branches, by writing to Apartado de Correos 209-46080, Valencia, at www.CaixaBank.com/ejerciciodederechos, or using the options enabled for this purpose in your digital or mobile banking.

You can also address any claim relating to data processing to the Spanish Data Protection Agency (www.agpd.es).

Signature of the holder (*)

How do I sign the document?

- **Signature without the need to print it.** If you sign it without printing it, this will help us to expedite the process.
 1. To open the document with a PDF editing programme, we recommend "[Acrobat Reader](#)", is free and has an app version that allows you to sign it using your mobile phone
 2. Look for the "Fill and Sign" tool. It is usually found in: "[View](#)" > "[Tools](#)"
 3. Create your signature and paste it into the box marked as "Holder's signature"
- If not, you can print and sign it. **Doing this manually may delay the application process**, since our colleagues must review each document.

Appendix 1 | Value Added Tax Law (art. 5) and Sectoral Agreement (CECA) on the deferment of operations with financing for customers affected by the coronavirus crisis, of 16 April 2020 (transcript of 2nd and 3rd articles)

In order to determine if you meet the criteria to be considered an entrepreneur or professional (self-employed), if applicable:

ARTICLE 5 Law 37/1992 of 28 December, On Value Added Tax

One. For the purposes of the provisions of this law, it shall treat as entrepreneurs or professionals:

(a) Persons or entities involved in entrepreneurial or professional activities defined in the following section of this article.

However, you won't have the consideration of entrepreneurs or professionals who carry out only supplies of goods or supplies of services gratuitously, without prejudice to the provisions of the next letter.

(b) Commercial companies, in any case.

(c) Those who make one or several supplies of goods or services involving the exploitation of a good personal or intangible property in order to obtain income continued over time.

In particular, lessors of goods will have such consideration.

(d) Those who carried out the urbanization of land or promotion, construction or rehabilitation of targeted buildings, in all cases, sale, procurement or transfer for any title, even occasionally.

e) Who carry out occasional title deliveries of new transport means exempt of tax pursuant to article 25, paragraphs one and two of this Law.

Entrepreneurs or professionals referred to in this letter only have this condition for the purposes of supplies of the means of transport that it understood.

Two. Business or professional activities are which involve management on their own factors of production materials and human or one of them, in order to intervene in the production or distribution of goods or services.

In particular, the activities of extractive, manufacturing, trade and services, including those of handicraft, agricultural, forestry, farming, fishing, construction, mining and liberal and artistic professions have this consideration.

For the purposes of this tax, business or professional activities will be considered started from the moment in which the acquisition of goods or services is carried out with the intention, confirmed by objective elements, of allocating them to the development of such activities, even in cases referred in Letters b), c) and d) of the previous section. Those who make such acquisitions will have, since that moment, the status of entrepreneurs or professionals for the purposes of Value Added Tax.

Three. The pursuit of business or professional activities shall be presumed:

a) In the cases referred to in article 3 of the code of Commerce.

(b) when carrying out the operations defined in article 4 of this law are required to contribute for the tax on economic activities.

Four. For the sole purposes of the provisions of articles 69, 70 and 72 of this Law, employers or professionals shall be deemed to be acting as such with respect to all the services provided to them:

1. Those who carry out business or professional activities simultaneously with others that are not subject to the Tax in accordance with the provisions of article 4, section one of this Law.
2. Legal entities that do not act as entrepreneurs or professionals as long as they have been assigned an identification number for the purposes of Value Added Tax provided by the Spanish Administration.

In order to determine if you meet the criteria to obtain the sector moratorium (interest only payment):

TWO. Interrelationship with the regulated moratoria in Spanish Royal Decree Law 8/2020 and Royal Decree Law 11/2020

2.1. This Sectoral Agreement applies to people who, despite having experienced a reduction in income and payment capability due to the Covid-19 Health Crisis as established in the third section of this Agreement, do not fulfill the requirements to benefit from the moratoria covered by Spanish Royal Decree Law 8/2020 and Royal Decree Law 11/2020 (hereinafter, "Legal Moratorium").

2.2. Likewise, people who meet the requirements indicated in the previous Royal Decree Laws once the maximum term of the Legal Moratorium has ended, given they have applied within the term of validity of the current Sectoral Agreement and fulfil the conditions established therein, will be able to benefit from the sectoral moratorium, whereby the conditions contained in this agreement shall apply to them, starting from the above-mentioned period and until a maximum term that, added to the legal moratorium, does not exceed the prescribed periods in the third section as follows.

THREE. Terms and Conditions to be fulfilled and their effect on operations.

The operations covered under the Sectoral Agreement must comply with, and will have, respectively the following conditions and effects:

3.1. Beneficiaries of the Sectoral Agreement

The customers (natural persons), who have not defaulted on more than two transactions or charges as of 14 March 2020, the date of declaration of the State of Emergency in Spain, and who, as a result of the crisis caused by COVID-19, have been financially affected, whether they have become unemployed, been made temporarily redundant, are facing a cessation or reduction in their financial activities or other equivalent circumstances.

3.2. Financial products affected by the Sectoral Agreement

The financial operations affected by this Sectoral Agreement are (i) loans or credit with mortgage collateral and (ii) personal credit or loans.

3.3. Term of the moratoria.

3.3.1 The moratorium of loans or credit with mortgage collateral will carry a term of up to a maximum of twelve (12) months, as requested by the beneficiary customer of the Sectoral Agreement who falls within the established sections in general for this purpose.

3.3.2. The moratorium of personal loans will carry a term of up to a maximum of six (6) months, as requested by the beneficiary customer of the Sectoral Agreement who falls within the established sections in general for this purpose.

3.4. Effects of the moratoria.

3.4.1. The moratoria regulated by this Sectoral Agreement cause the deferment of the principal loan repayment during the term of the moratorium, or a financially equivalent solution that is equally beneficial for the customer. During the above-mentioned period, the beneficiary customer will assume the payment of the interest on the pending principal during the period of the moratorium.

3.4.2. The credit institution will be able to agree the repayment term and repayment method of the deferred amounts with the debtor:

3.4.2.1. -The deferred amount is paid, whether paid during a term equal to that which remains for the affected loan, or is paid proportionately in relation to the remaining amount of the affected loan until the expiry of the operation, or

3.4.2.2. The deferred amount is paid after the affected operation's due date within a number of months equivalent to the duration of the moratorium, unless the customer and the entity have satisfactorily agreed to a different term.

3.4.2.3. That a personal loan is granted, under the conditions of the operation affected by the moratorium, for which the payments will be in accordance with the prescribed terms in the previous subsections.

3.5. Orchestration of the moratoria

3.5.1. The Entity associated with the Agreement is responsible for preparing the documents specified that, where applicable, will be formalised with the beneficiary customers of the Sector Agreement in order to document the moratorium.

3.5.2. Depending on the criterion of each Entity associated with the Agreement, the deferment will be formalised through a new personal loan, a modification to the existing mortgage or personal loan, or another financially equivalent form and that, in any case, enables the existing guarantees of the affected operation, whether fully or a substantial part thereof, to be retained by the entity.

3.5.3. Whether the deferment is formalised through a personal loan, through a modification to a mortgage or another financially equivalent form, your rate of interest will be the same as the operation affected by the aforementioned deferment.

3.6. Term of application of the moratoria.

The applications made by the beneficiary customers of this Sectoral Agreement will be processed from 6 April 2020 up to the date considered in the fifth clause as follows.

3.7. Response time to applications.

The Entities associated with the Agreement are obliged to respond to the applicants of the regulated moratoria in this Agreement within a maximum term of 30 days from the date of submission of the application, together with the documentation that every Entity establishes on its website as deemed necessary for proving the circumstances considered in section 3.1. For that purpose, the associated Entity may be able to consider an affidavit from the applicant as sufficient evidence or request any other supporting documents that it considers to be pertinent