

# INSTRUCTIONS FOR THE USAGE OF THE EBA NPL TRANSACTION TEMPLATES

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**DATE: 2017-11-13**

## **INTRODUCTION**

1. To address the different data needs during the screening and during the financial due diligence (FDD) and valuation phase of Non-Performing Loans (NPLs) transactions, two sets of templates have been developed by the EBA; the “EBA NPL portfolio screening template” and the “EBA NPL transaction templates”, collectively referred to as the “EBA NPL templates”. Please refer to the cover note for further background information.

2. The EBA NPL transaction templates:

- a. Provide the most granular and extensive level of data fields.
- b. Aim at enabling potential bidders to conduct the financial due diligence (FDD) and valuation of a NPL portfolio in a transaction context.

3. EBA NPL portfolio screening templates:

- a. The data fields in this level are a subset of the EBA NPL transaction templates and aim to provide information commonly required to perform a market sounding exercise.
- b. The data fields allow to stratify the NPL portfolio to provide a high level view of the portfolio to investors and other third parties potentially involved in transactions, usually in the form of an investment teaser. It aims at enabling potential bidders to perform an initial screening of the NPL portfolio during the first phase of an intended NPL transaction.

4. The EBA NPL templates are part of the EBA response to the calls of the European Commission and of the Council to the EBA to: (a) work further on reducing information asymmetries between potential buyers and sellers of NPLs which will help the development of a functioning secondary market for NPLs in the EU; and (b) issue, by the end of 2017, templates for banks for the monitoring of NPLs, specifying detailed information required from banks on their credit exposures in the banking book.

5. Institutions, as referred to in Article 4 (1) of Regulation (EU) No 575/2013 of the European Parliament and of the Council *on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (CRR)*<sup>1</sup> and investors, are, therefore, encouraged to use the EBA NPL templates in their NPL transactions to provide comparable and standardised data on NPLs to investors and other stakeholders.<sup>2</sup>

6. 21.22. The EBA NPL templates should be seen as provided “as is”, with no guarantee of completeness and, accuracy and timeliness of the results data and information exchanged or received through obtained from the use of these templates, and without warranty of any kind, express or implied. The terms applied and any other related information in the EBA

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<sup>1</sup> OJ L 176, p. 1

<sup>2</sup> These templates do not constitute any regulatory requirement for supervisory reporting or similar.

NPL templates or provided by using them are not guaranteed to exactly reproduce officially adopted texts.

7. Using the EBA NPL templates does not discharge the users or any contracting parties in NPL transactions from any legal, accounting, and tax, professional, supervisory or other form of obligation, including from any obligations, which they might have to observe, due to the application of data protection regulation or of any other national and Union legislation on data protection and data confidentiality.<sup>3</sup> All parts of the EBA NPL templates, including any legal and other information contained therein, is for general guidance only. The application and impact of laws can vary widely over-time or based on the specific facts involved. Given the changing nature of laws, rules and regulations, there may be delays, omissions or inaccuracies in the information included in the EBA NPL templates.

8. To ensure consistency where possible with the existing definitions in relevant Regulations and Codes, the EBA NPL templates build upon relevant provisions of the CRR as well as upon provisions and comparable data fields included in: (a) Implementing Regulation (EU) No 680/2014 of 16 April 2014 *laying down implementing technical standards with regard to supervisory reporting of institutions according to Regulation (EU) No 575/2013 of the European Parliament and of the Council (FINREP Regulation)*<sup>4</sup>; (b) Regulation (EU) 2016/867 of the European Central Bank *on collection of granular credit and credit risk data*<sup>5</sup> (AnaCredit); (c) Regulation (EU) No 1893/2006 *on establishing the statistical classification of economic activities NACE Revision 2 and amending Council Regulation (EEC) No 3037/90 as well as certain EC Regulations on specific statistical domains*<sup>6</sup> (NACE); (d) ISO Codes; and the Nomenclature of Units for Territorial Statistics (NUTS3) as laid out by Eurostat<sup>7</sup>. This is to ensure the maximum consistency possible with the existing definitions.

9. To develop the EBA NPL templates, the EBA has also taken into account the relevant work of other public authorities involved in developing loan-level templates, including on AnaCredit and securitisation<sup>8</sup>.

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<sup>3</sup> European Commission homepage on on protection of personal data (<http://ec.europa.eu/justice/data-protection/>), and see e.g. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, applicable from 25 May 2018.

<sup>4</sup> OJ L191, p. 1.

<sup>5</sup> OJ L 144, p. 44.

<sup>6</sup> OJ L 393m p. 1.

<sup>7</sup> <http://ec.europa.eu/eurostat/web/nuts>.

<sup>8</sup> See Proposal for a Regulation of the European Parliament of the Council laying down common rules on securitisation and creating a European framework for simple, transparent and standardised securitisation and amending Directives 2009/65/EC, 2009/138/EC, 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012 (COM(2015) 472 final).

## GENERAL INSTRUCTIONS

1. The EBA NPL transaction templates provide data at the most granular level, which includes the following data categories: Portfolio, Counterparty Group, Counterparty, Loan, Historical Collection and Repayment Schedule, External Collection, Forbearance, Property Collateral, Non-Property Collateral, Forbearance, Enforcement and Swap. These instructions provide the details on the structure of the EBA NPL transaction templates and the indicative definitions for each of the data fields. Please refer to Figure 1 for details on the flow of the data fields.

2. The EBA NPL transaction templates aim to provide an extensive baseline for supporting NPL transactions. Considering the particularities and specificities associated with each portfolio and transaction, additional data and information may be required on a case by case basis.

3. Therefore, any party involved in an existing or potential NPL transaction may request further data and information not included in the EBA NPL templates. To ensure that all relevant NPL data and information elements are linked together, users of the EBA NPL transaction templates are encouraged to ensure that the most granular level of data with unique identifiers and relationship mappings are included.

4. The EBA NPL transaction templates are comprised of these *Instructions*, a *Data Dictionary*, a *data tape* and *validation rules* as follows:

- a. The Instructions provide explanations for the usage of the EBA NPL transaction templates.
- b. The Data Dictionary provides a list of all data fields, which form part of the EBA NPL transaction templates.
- c. The data tape is the actual file to be filled in by an institution with data relating to the transacted NPL portfolio.
- d. The validation rules provide guidance on how different data points can be validated against each other.

5. Country specificities have been factored in to the extent possible and on a best effort basis, to reflect the restructuring and insolvency procedures applicable in Member States. These data fields are indicative only, with aim to support a first level country specific analysis. These data fields do not have vocation to replace legal due diligence and should be confirmed as complete and accurate by a qualified legal counsel.

6. To assist the user with navigating through the high number of data field and to help ensuring that essential information is provided, each data field is classified with a level of criticality for the FDD and valuation of the portfolio: “critical”, “important” or “moderate”. This ranking is for indicative purposes only, as relevance may vary between portfolios. Moreover, all fields are relevant to a certain extend and it is advised to provide a full and complete data tape to the potential investors to optimise accuracy in assessment and pricing of the portfolio.

7. A data field may be described for a Private Individual Counterparty or for a Corporate, or to both. Otherwise, it should be assumed that the data field is applicable for all.

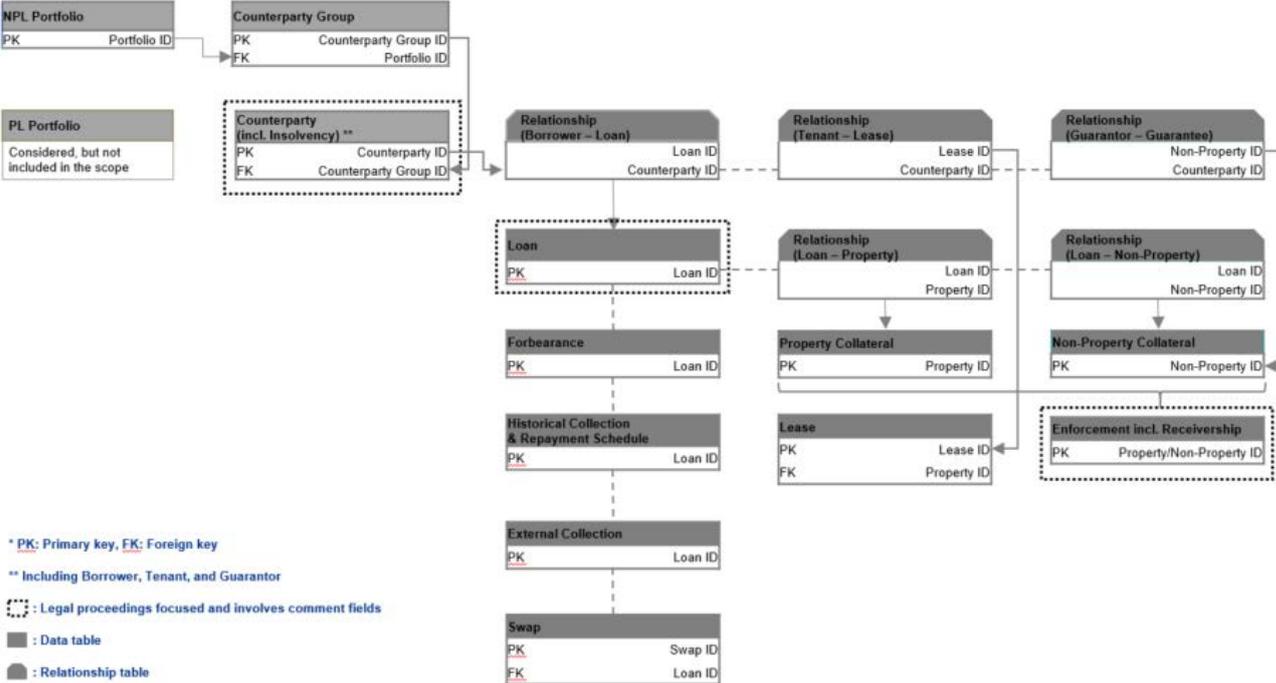
8. The EBA NPL transaction templates includes the indicators below on data protection / confidentiality and on static vs dynamic. These indicators are indicative and for reference and convenience purposes only. Users are required to use their own judgment and advice from local specialists and also consider paragraphs 6 and 7 of the Introduction and paragraph 10 below:

(a) Indicator as to whether a data field might be subject to data protection rules and / or confidentiality restrictions. This indicator provides an initial identification of the fields which are most likely – but not exclusively - to be subject to such rules and restrictions;

(b) Indicator as to whether a particular data field is considered as static or dynamic in case of recurring reporting. A ‘Static Field’ implies that the field will be unlikely (in a typical NPL transaction) to change between two versions of the data tape with different cut off dates. A ‘Dynamic field’ implies that it must be updated between two different cut off dates.

10. It shall be noted that the EBA NPL templates should be complemented by relevant and appropriate Non-Disclosure Agreements (NDAs), Confidentiality Agreements (CAs) or similar contractual or other types of arrangements required by relevant legislation or imposed by market practices, which are the responsibility of the users to produce and implement.

**FIG 1: DATA STRUCTURE**



## PART I

### SPECIFIC INSTRUCTIONS

#### 1. REFERENCES

1. For the purpose of these Instructions, the following definitions and abbreviations apply:

- (a) ‘Counterparty’: is defined as either a borrower, guarantor or tenant;
- (b) ‘Cut-Off Date’: The date at which the underlying asset data within the EBA NPL templates is referenced;
- (c) ‘CRD’: the Capital Requirements Directive (EU) No 2013/36/EU as amended and in force;
- (d) ‘CRE’: Commercial Real Estate defined further in Part I Section 3 in asset definitions;
- (e) ‘CRR’: the Capital Requirements Regulation (EU) No 575/2013 as amended and in force;
- (f) ‘EBIT’: Earnings Before Interest and Tax;
- (g) ‘EONIA’: Euro Over Night Index Average;
- (h) ‘EURIBOR’: Euro Interbank Offered Rate;
- (i) ‘IAS’ or ‘IFRS’: ‘International Accounting Standards’, as defined in Article 2 of the IAS Regulation No 1606/2002<sup>9</sup>, which have been adopted by the European Commission;
- (j) ‘Institution’: Institutions referred to in point (1) of Article 4(1) of Regulation (EU) No575/2013 of CRR as well as any undertaking the business of which is to take deposits or other repayable funds from the public and to grant credits for its own account;
- (k) ‘ISIN code’: the International Securities Identification Number assigned to securities, composed of 12 Text characters, which uniquely identifies a securities issue;
- (l) ‘ISCO-08’: the International Standard Classification of Occupation. It supersedes the ‘ISCO-88’;
- (m) ‘ISO 3166 ALPHA-2’, a list of country codes<sup>10</sup>, defined by 2 letters;

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<sup>9</sup> Regulation (EC) No 1606/2002 of the European Parliament and of the Council of 19 July 2002 on the application of international accounting standards (OJ L243, 11/09/2002, p.1)

<sup>10</sup> <https://www.iso.org/obp/ui/#search>

- (n) ‘ISO4217’: a list of global currencies<sup>11</sup> and the 3 letter codes that represents them;
- (o) ‘ISO17442’: the Financial Services LEI code, as published in 2012;
- (p) ‘ISO20022’: the Financial Services universal financial industry message scheme as published in May 2013, which specifies where the person was born or naturalised;
- (q) ‘LEI code’: the global Legal Entity Identifier assigned to entities, which uniquely identifies a party to a financial transaction;
- (r) ‘LIBOR’: London Interbank Offered Rate;
- (s) ‘Loan Agreement’: the Loan Agreement is the contract to the Loan which includes any addendums to the original Loan Agreement;
- (t) ‘MARF’: the Mortgage Arrears Resolution Process, issued under section 117 of the Irish Central Bank Act 1989, effective from July 2013;
- (u) ‘NACE Regulation’: Regulation (EC) No 1893/2006 of the European Parliament and of the Council<sup>12</sup>;
- (v) ‘NACE codes’: codes in NACE Regulation<sup>13</sup>;
- (w) ‘NUTS3’: the Nomenclature of Units for Territorial Statistics<sup>14</sup> as per the 2013 classification. The number refers to the economic territory, where ‘3’ is small regions for specific diagnoses;
- (x) ‘RRE’: Residential Real Estate defined further in asset definitions;
- (y) ‘SME’: micro, small and medium-sized enterprises defined in Commission Recommendation C(2003)1422<sup>15</sup>;
- (z) ‘UN/LOCODE’: United Nations Code for Trade and Transport Locations<sup>16</sup> list 2017-1;

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<sup>11</sup> <https://www.currency-iso.org/en/home/tables/table-a1.html>

<sup>12</sup> Regulation (EC) No 1893/2006 of the European Parliament and of the Council of 20 December 2006 establishing the statistical classification of economic activities NACE Revision 2 and amending Council Regulation (EEC) No 3037/90 as well as certain EC Regulations on specific statistical domains (OJ L 393, 30.12.2006, p. 1).

<sup>13</sup> [http://ec.europa.eu/competition/mergers/cases/index/nace\\_all.html](http://ec.europa.eu/competition/mergers/cases/index/nace_all.html)

<sup>14</sup> [http://ec.europa.eu/eurostat/ramon/nomenclatures/index.cfm?TargetUrl=LST\\_CLS\\_DLD&StrNom=NUTS\\_2013L&StrLanguageCode=EN&StrLayoutCode=HIERARCHIC#](http://ec.europa.eu/eurostat/ramon/nomenclatures/index.cfm?TargetUrl=LST_CLS_DLD&StrNom=NUTS_2013L&StrLanguageCode=EN&StrLayoutCode=HIERARCHIC#)

<sup>15</sup> Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (C (2003)1422) (OJ L 124, 20.5.2003, p. 36).

- (aa) Users: The Institutions and their counterparties to NPL transactions for which the EBA NPL transaction templates are used.
- (bb) ‘WHO’: the World Health Organisation Est. 1948.
2. The Data Dictionary and the Instructions suggest which data fields might be considered as confidential in the meaning of Regulation (EU) 2016/679. However, more data fields might be considered as confidential. Users remain solely responsible to fully observe the European Union and national law on data protection and confidentiality when using the EBA NPL templates.
3. The Data Dictionary, which form an integral part of the EBA NPL templates provides the following information for each data field:
- (a) an index number;
  - (b) the data category, as all data fields are grouped into data categories;
  - (c) clarification for which type of borrower – either private individuals or corporates – the respective data field applies for;
  - (d) the name of the data field;
  - (e) a brief description of the data field, which is aligned with the Instructions;
  - (f) the field type (Boolean, Choice, Date, Number, Percentage, Text);
  - (g) the suggested importance of a data field for financial due diligence and valuation purposes (Critical, Important, Moderate);
  - (h) information as to whether the field is suggested to be a ‘static field’ or ‘dynamic field’. A ‘static field’ implies that the field will be unlikely (in a typical NPL transaction) to change between two versions of the data tape with different Cut-Off Dates. A ‘dynamic field’ implies that it must be updated between two different Cut-Off Dates;
  - (i) if the field has country specific aspects then the respective data field is only relevant in a restricted number of countries;
  - (j) if there are likely – but not exclusively- data protection rules and / or confidentiality restrictions to be considered for respective data fields;
  - (k) the asset class which the data field applies to;
  - (l) any reference to existing regulatory or reporting standards or data standards, including:
    - the CRR and financial reporting;

- existing data standards including ISO codes, NACE codes and NUTS3;
- AnaCredit templates as laid out in Regulation (EU) 2016/867 of the ECB of 18 May 2016 on the collection of granular credit and credit risk data;
- ABS templates as developed by the European Securities and Market Authority (ESMA).<sup>17</sup>

## 2. CONVENTIONS

4. If not otherwise stated in the Instructions, figures are reported as positive numbers.
5. Where the field type is Boolean the field choice is Yes or No.
6. Where the field is Choice, there is list from which the User can select the relevant choice that is applicable to the data field.
7. Where the field type is Text, the User enters free text into that data field.
8. Where the field type is a Number, the User enters a Number expressed to two decimals.
9. Where the field type is a Percentage, the User enters a percentage expressed as a ratio to two decimal places.
10. Where the data field is country specific this is implied with 'Yes', whilst where the data field is not thought to be country specific this is implied with a blank cell.
11. Where the data field is confidential for all countries this is implied with red and '1', where the data field is confidential for some countries this is implied with orange and '2', whilst where the data field if not confidential this is implied with a blank cell.
12. Where the data field is asset class specific this is implied with green and '1', whilst where the data field is not thought to be related to a specific asset class this is implied with a blank cell.
13. When submitting responses to fields which are lists, just the code of the list option is submitted and not the whole text reflecting or defining this option.
14. Where there is missing data the following 'No Data' options may be used:
  - (a) 'ND,1' is data not collected as the data is not required by the underwriting criteria;
  - (b) 'ND,2' is data collected at application but not loaded in the reporting system at completion;

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<sup>17</sup> Developed for the disclosure requirements under the Securitisation Regulation [not finalised].

- (c) 'ND,3' is data collected at applications but loaded in a separate system from the reporting one;
- (d) 'ND,3,MM-YYYY' is data collected but will only be available from MM-YYYY;
- (e) 'ND,4' is not relevant at the present time;
- (f) 'ND,6' is not applicable for the jurisdiction.

15. The data tape shall only be used to report 'Active Loans' that form part of the NPL Portfolio as of the Cut-Off Date of the submitted data tape. An 'Active Loan' is a loan for which cash inflows or outflows may be expected to occur in the future.

### 3. ASSET CLASS BREAKDOWN

16. The asset class breakdown<sup>18</sup> is similar - with some distinctions - to the exposure types of the ABS templates as developed by the ESMA.<sup>19</sup>

(a) Residential Real Estate loans – indicative characteristics are:

1. Loans granted to private individuals to purchase or refinance immovable property used as a residence; and,
2. Secured by the immovable property an individual uses as their residence; and,
3. Where the purchased or refinanced immovable property, which does not generate rental revenues and is either:
  - (a) The primary residence to the owner; or,
  - (b) Is a residential investment property that includes holiday homes and second homes; or,
  - (c) Where the Loan is to finance the development of immovable property, as defined in (a) or (b).

(b) Commercial Real Estate loans – indicative characteristics are:

1. loans granted to a Corporate to purchase or refinance commercial immovable property; and,
2. Secured by the commercial immovable property; and
3. Where the purchased or refinanced property is either:

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<sup>18</sup> Asset class breakdown is to be used as a guide for the EBA NPL templates and should not be taken as a hard classification.

<sup>19</sup> Developed for the disclosure requirements under the Securitisation Regulation [not finalised].

- (a) Commercial immovable properties; or,
  - (b) Residential immovable properties that are then rented out and that are secured by the residential immovable properties being purchased and are therefore used for the development of a commercial immovable property. This includes buy-to-let schemes.
- (c) SME / Corporate loans – indicative characteristics are:
- 1. Loans granted to an enterprise, where an enterprise is considered to be any entity engaged in an economic activity irrespective of its legal form. This includes self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engages in economic activity; and,
  - 2. Loans granted to persons for performing entrepreneurial activity classified as micro, small and medium enterprises, in accordance with the Commission Recommendation C(2003)1422<sup>20</sup>; or
  - 3. Loans granted to SME defined in point 1 and large corporates defined as number of employees that are higher than 250 and the annual turnover exceeding EUR 50m, for their general operations that can be either unsecured or secured by real estate property or secured by non-real estate property.
- (d) Unsecured Retail loans – indicative characteristics are:
- 1. Receivables from credit cards from private individuals; or,
  - 2. Unsecured consumer loans granted to private individuals.
- (e) Leasing loans – indicative characteristics are:
- 1. Loans granted to corporates to purchase Non-Property Collateral (i.e. movable) that are secured by the movable Non-Property Collateral being purchased.
- (f) Auto loans – indicative characteristics are:
- 1. Loans granted to private individuals for the purchase or refinance of motor vehicles that are secured by the motor vehicles being purchased.
- (g) ‘Specialised Loans’ – indicative characteristics are:
- 1. Loans granted for other purposes such as, amongst others, Project Finance Loans, Infrastructure Loans and Public Sector Loans.

#### 4. COUNTRY SPECIFIC BREAKDOWN

<sup>20</sup> Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (C (2003)1422) (OJ L 124, 20.5.2003, p. 36).

11. The data tape also includes country specific data fields, which relate to the 28 member states in the European Union. Country specific data fields are marked as such in the Data Dictionary.

## PART II

### DATA TAPE RELATED INSTRUCTIONS

#### 1. PORTFOLIO

1. 'Cut-off Date' is the reporting date of the data extract. The field type is a Date in the format dd/mm/yyyy.
2. 'Portfolio Identifier' is the institution's internal identifier for the NPL Portfolio. Where the NPL Portfolio is defined as a set of loans for sale. The field type is Text.

#### 2. COUNTERPARTY GROUP

3. 'Counterparty Group Identifier' is the institution's internal identifier for the Counterparty Group. Where Counterparty Group is defined as a group of related Counterparties. Where a group could just be a standalone counterparty or multiple Counterparties. The field type is Text.

The group of related Counterparties are considered to be related where:

- i. Each Counterparty has an exposure to the Institution; and
- ii. The Counterparties' credit quality impacts the credit quality of any other Counterparty within the Counterparty Group; and
- iii. The Counterparties share an economic relationship with one another.

The group of related Counterparties is not the same as 'Group of Connected Clients' defined in Article 4(1) (39) of Regulation (EU) No 575/2013.

4. 'Name of Counterparty Group' is the name used to refer to the Counterparty Group. The field type is Text and the data field is confidential for all countries.
5. 'Industry Segment of Counterparty Group' is the industry in which the Counterparty Group mainly operates. The field type is a Choice field, which is populated by the classification NACE codes.
6. 'Name of Sponsor' is the name used to refer to the main decision maker or key individual in relation to the Counterparty Group. The field type is Text and the data field is confidential for all countries.
7. 'Type of Sponsor' is the type of entity the sponsor is. The field type is a Choice field, which is populated by:
  - (a) Listed Corporate is a Corporate entity whose shares are quoted and traded on a Stock Exchange;
  - (b) Unlisted Corporate is a Corporate entity whose shares are not quoted and traded on a stock exchange, however an unlisted corporate may have an unlimited number of shareholders to raise capital for any commercial venture;

- (c) Listed Fund is a fund whose shares are quoted and traded on a Stock exchange;
  - (d) Unlisted Fund is a fund whose shares are not quoted and traded on a Stock exchange;
  - (e) Partnership is where the Sponsor constitutes a group of individuals who form a legal partnership, where profits and liabilities are shared; or,
  - (f) Private Individual.
8. 'Description of Sponsor' is a description and related narrative of the sponsor. Where the description is not limited to the main activities of the main sponsor and will include relevant comments related to the credit quality of the sponsor. The field type is Text.
9. 'Cross Default in Counterparty Group' is the indicator as to whether contractual breach of any loans in the Counterparty Group would trigger the contractual default event of the other loans. Default is defined as a contractual breach to the terms of the Loan Agreement. The definition of default is not the same as used in the reference Article 178 of Regulation (EU) No 575/2013 (CRR). The field type is Choice.
- (a) Full;
  - (b) Partial;
  - (c) None.
10. 'Description of Cross Default' is a description of cross default when 'Partial' is selected in 'Cross Default in Counterparty Group'. The description is to provide more details on the Cross default. The field type is Text.
11. 'Cross Collateralisation in Counterparty Group' is the indicator as to whether all or some of the loans in the Counterparty Group are secured by all or some of the collaterals within the Counterparty Group. Where cross collateralisation is when Counterparties of a Counterparty Group have collateral secured against a loan, which is then used as collateral against all loans taken out by all Counterparties of that Counterparty Group. The field type is a Choice field, populated by:
- (d) .Full;
  - (e) Partial;
  - (f) None.
12. 'Description of Cross Collateralisation' is a description of cross collateralisation when 'Partial' is selected in 'Cross Collateralisation in Counterparty Group'. The description is to provide more details on the Cross Collateralisation. The field type is Text.

### 3. COUNTERPARTY

13. 'Counterparty Identifier' is the unique internal identifier for the Counterparty. The field type is Text.
14. 'Name of Counterparty' is the name used to refer to the Counterparty. The field type is Text and the data field is confidential for all countries.
15. 'Counterparty Group Identifier' is the institution's internal identifier for the Counterparty Group. The field type is Text.
16. 'Counterparty Role' is the type of the Counterparty. The field type is a Choice field, populated by:
  - (a) Guarantor
  - (b) Borrower
  - (c) Tenant
17. 'Legal Type of Counterparty' is the type of the Counterparty that determines their legal status. The field type is a Choice field, which is populated by the list identified in the data field in Section 2, 'Type of Sponsor'.
18. 'Number of Joint Counterparties' is the number of joint Counterparties who jointly own parts of the Loan. They are equally responsible for payments on the promissory notes as per the Loan Agreement and can have an equal or unequal share in the No-Property or Property Collateral. The field type is a Number.
19. 'Date of Birth' is the date of birth of the Private Individual Counterparty. The field type is a Date in the format dd/mm/yyyy and the data field is expected to be treated as confidential for all countries.
20. 'Personal Identity Number' is the unique external identifier assigned to the Private Individual Counterparty. The field type is Text and the data field is expected to be treated as confidential for all countries.
21. 'Type of Personal Identity Number' is the type of the external personal identity number entered in field 'Personal Identity Number'. The field type is a Choice field populated by:
  - (a) Passport Number;
  - (b) National Insurance Number;
  - (c) National tax number;
  - (d) Other.

22. 'Nationality of Counterparty' is the main nationality of the Private Individual Counterparty. The field type is a Choice field populated using ISO 20022 and the data field is expected to be treated as confidential for some countries.
23. 'Address of Residence' is the street address where the Private Individual Counterparty lives, including flat / house number or name. The field type is Text and the data field is expected to be treated as confidential for all countries.
24. 'City of Residence' is the city where the Private Individual Counterparty lives. The field type is a Choice field populated using UN/LOCODE.
25. 'Geographic Region of Residence' is the province or region where the Private Individual Counterparty lives. The field type is a Choice field populated using the Eurostat's Nomenclature of Territorial Units for Statistics 3 (NUTS3).
26. 'Geographic Region Classification' is NUTS3 classification used for the field 'Geographic Region of Residence' in section 4. The field type is a Choice field populated by:
  - (a) NUTS3 2013;
  - (b) NUTS3 2010;
  - (c) NUTS3 2006;
  - (d) NUTS3 2003;
  - (e) Other.
27. 'Postcode of Residence' is the postcode where the Private Individual Counterparty lives. The field type is Text and the data field is expected to be treated as confidential for some countries.
28. 'Country of Residence' is the country where the Private Individual Counterparty resides. The field type is a Choice field, which is expected to be treated as confidential for all countries and populated using ISO 3166 ALPHA-2.
29. 'Annual Income' is the total annual income of the Private Individual Counterparty. It includes the total net income the Counterparty earns from all possible sources, including from employment, self-employment, pensions, state benefits, and interest from savings, dividends, rental income and other income. The field type is a Number.
30. 'Currency of Annual Income' is the currency that the annual income of the Private Individual Counterparty, used in the field 'Annual Income', is expressed in. The field type is a Choice field populated using ISO 4217 currency codes.
31. 'Income Self-Certified' is the indicator as to whether the Private Individual Counterparty has self-certified their annual income. Where 'Self-Certified' is when the Private Individual Counterparty confirms their financial standing in a formal statement, such as accounts, and where the information provided by the Private

- Individual Counterparty is not be verified by the Institution. The field type is Boolean.
32. 'Employment Status' is the employment status of the Private Individual Counterparty. The field type is a Choice field populated by:
    - (a) Employed;
    - (b) Employed with partial support (company subsidy);
    - (c) Protected life-time employment (civil servant);
    - (d) Self-employed;
    - (e) Unemployed;
    - (f) Student;
    - (g) Pensioner;
    - (h) Other.
  33. 'Occupation Type' is the main occupation of the Private Individual Counterparty where (a), (b), (c) or (d) is selected for the data field 'Employment Status' The field type is a Choice field populated using ISCO-08.
  34. 'Occupation Description' is a description of the occupation of the Private Individual Counterparty, which provides more detail for the field 'Occupation Type'. The field type is Text.
  35. 'Date of Verification for Personal Details' is the date that the personal details, i.e. nationality, residence, annual income and occupation, of the Private Individual Counterparty, i.e. were last verified. The field type is a Date in the format dd/mm/yyyy.
  36. 'Internal Credit Rating at Origination' is the internal credit rating issued to the Private Individual Counterparty or Corporate Counterparty applicable at the point in time when the Counterparty became a customer. The Institution is to provide the internal methodology used to decide the rating as a part of the transaction documents in annex to the data tape. The field type is Text.
  37. 'External Credit Rating at Origination' is the external credit rating issued to the Corporate Counterparty applicable at the point in time when the Counterparty became a customer and choose the lowest one if there are multiple ratings. In case several ratings are assigned, the approach described in Art. 138 of the CRR applies. The field type is Text.
  38. 'Source of External Credit Rating at Origination' is from which credit rating agency at the point in time when the Corporate Counterparty became a customer. The field type is Text.

39. 'External Credit Scoring at Origination' is the external credit scoring issued to the Private Individual Counterparty applicable at the point of time when the Counterparty became a customer. If there are multiple scorings the approach described in Art.138 of the CRR apply. The field type is Text.
40. 'Source of External Credit Scoring at Origination' is from which credit rating agency the external credit scoring at the point in time when the Private Individual Counterparty became a customer. The field type is Text.
41. 'Current Internal Credit Rating' is the internal credit rating issued to the Private Individual Counterparty or Corporate Counterparty applicable at the NPL Portfolio Cut-Off Date. The Institution is to provide the internal methodology used to decide the rating as a part of the transaction documents in annex to the data tape. The field type is Text.
42. 'Current External Credit Rating' is the external credit rating issued to the Corporate Counterparty at the NPL Portfolio Cut-Off Date. The field type is Text.
43. 'Source of Current External Credit Rating' is the agency which provided the external credit rating as at the NPL Portfolio Cut-Off Date. The field type is Text.
44. 'Current External Credit Scoring' is the external credit scoring issued to the Private Individual Counterparty applicable at the NPL Portfolio Cut-Off Date. If there are multiple scorings the approach described in Art.138 of the CRR apply. The field type is Text.
45. 'Source of Current External Credit Scoring' is from which credit scoring agency the external credit scoring at the NPL Portfolio Cut-Off Date was obtained. The field type is Text.
46. 'Date of Incorporation' is the date that the Corporate Counterparty was incorporated as a company, partnership or fund (registration and filing), and therefore became a separate legal entity from its owners, with its own rights and obligations. The field type is a Date in the format dd/mm/yyyy.
47. 'Registration number' is the company registration number of the Corporate Counterparty according to the country specific registration office. The field type is Text and the data field is expected to be treated as confidential for all countries.
48. 'Legal Entity Identifier' (LEI) is the global standard 20-character corporate identifier of the Corporate Counterparty. The field type is a Choice field and the data field is expected to be treated as confidential for all countries, populated using ISO 17442.
49. 'Address of Registered Location' is the address where the Corporate Counterparty is registered. The field type is Text and the data field is expected to be treated as confidential for all countries.
50. 'City of Registered Location' is the city where the Corporate Counterparty is registered. The field type is a Choice field populated using UN/LOCODE.

51. 'Geographic Region of Registered Location' is the province or region where the Corporate Counterparty is registered. The field type is a Choice field populated using the Eurostat's Nomenclature of Territorial Units for Statistics 3 (NUTS3).
52. 'Geographic Region Classification' is the NUTS3 classification used for the field 'Geographic Region of Registered Location'. The field type is a Choice field.
53. 'Postcode of Registered Location' is the postcode where the Corporate Counterparty is registered. The field type is Text and the data field is confidential for some countries.
54. 'Country of Registered Location' is the country where the Corporate Counterparty is registered. The field type is a Choice field populated using ISO 3166 ALPHA-2
55. 'Basis of Financial Statements' is the financial reporting practice the Corporate Counterparty has adopted. The field type is a Choice field populated by:
  - (a) IFRS;
  - (b) National GAAP;
  - (c) Other.
56. 'Financial Statements Type' is the indicator as to whether the financial statements have been prepared at the consolidated level or at stand-alone level of the Counterparty. The field type is a Choice field populated by:
  - (a) Consolidated;
  - (b) Counterparty level.
57. 'Date of Financial Statements' is the date of the latest available financial statements. The field type is a Date in the format dd/mm/yyyy.
58. 'Currency of Financial Statements' is the currency that the latest available financial statements are expressed in. The field type is a Choice field populated using ISO 4217 currency codes.
59. 'Enterprise Size' is the classification of enterprises by size for the Corporate Counterparty. The field type is a Choice field populated using the Annex to Commission Recommendation 2003/361/EC:
  - (a) Micro-enterprise;
  - (b) Small enterprise;
  - (c) Medium enterprise;
  - (d) Large enterprise.

60. 'Industry Segment' is the industry in which the Corporate Counterparty mainly operates. The field type is a Choice field, which is populated by the classification NACE codes.
61. 'Business Description' is a description of the business operations of the Corporate Counterparty, providing more detail for the data field 'Industry Segment'. The field type is Text.
62. 'Fixed Assets' is the amount of fixed assets held by the Corporate Counterparty as per the latest available financial statements. Where 'Fixed Assets' is defined by IAS 16 (Property, Plant and Equipment) or similar according to other accounting standards as assets whose use is for the business operations, where a large value is assigned to them, and the useful economic life is more than one year. The field type is a Number.
63. 'Current Assets' are the amount of current assets held by the Corporate Counterparty, excluding cash and cash equivalent items as per the latest available financial statements. Where 'Current Assets' are assets that are defined by IAS 1.60 or similar according to other accounting standards as expected to be realised in the entity's normal operating cycle, held primarily for the purpose of trading, and expected to be realised within 12 months after the reporting period. The field type is a Number.
64. 'Cash and Cash Equivalent Items' are the amount of cash and cash equivalent items held by the Corporate Counterparty as per the latest available financial statements. Where 'Cash and Cash Equivalents' are defined by IAS 7 – or similar according to other accounting standards as short-term, highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value. The field type is a Number.
65. 'Total Assets' are the amount of total assets held by the Corporate Counterparty on the balance sheet as defined by the applicable accounting standard as per the latest available financial statements. The field type is a Number.
66. 'Net Assets' are the amount of net assets held by the Corporate Counterparty as defined by the applicable accounting standard as per the latest available financial statements. 'Net Assets' are the Total Assets as defined in 'Total Assets', minus the Total Liabilities as defined in 'Total Liabilities', as equal to Equity on the balance sheet. The field type is a Number.
67. 'Total Liabilities' are the amount of total liabilities held by the Corporate Counterparty on the balance sheet as defined by the applicable accounting standard as per the latest available financial statements. The field type is a Number.
68. 'Total Debt' is the amount of total debt held by the Corporate Counterparty. Total Debt relates to all formal, written financing agreements such as short-term loans payable, long-term loans payable, and bonds payable as per the latest available financial statements. The field type is a Number.

69. 'Market Capitalisation' is the market capitalisation of the listed Corporate Counterparty, i.e. the stock value of the company that is traded on the stock exchange, calculated by multiplying the total number of shares by the share price at the NPL Portfolio Cut-Off Date. The field type is a Number.
70. 'Annual Revenue' is the amount of annual revenue generated by the Corporate Counterparty as defined by IAS 18 or similar according to other accounting standards as per the latest available financial statements. The field type is a Number.
71. 'Annual EBIT' is the amount of annual Earnings Before Interest and Tax (EBIT) generated by the Corporate Counterparty as per the latest available financial statements. The field type is a Number.
72. 'Financials Audited' is the indicator as to whether the financials of the Corporate Counterparty have been audited. The field type is Boolean.
73. 'Number of FTE' is the number of full-time employees (FTE, or equivalent) working for the Corporate Counterparty as at the last financial reporting date. The field type is a Number.
74. 'Date of Last Contact' is the date of last direct contact with the Counterparty. The field type is a Date in the format dd/mm/yyyy.
75. 'Cross Default for Counterparty' is the indicator as to whether the default of any loans held by the Counterparty would trigger the default event of the other loans held by the Counterparty. The field type is Choice.
- (a) Full;
  - (b) Partial;
  - (c) None.
76. 'Description of Cross Default' is a description of cross default when 'Partial' is selected in field 'Cross Default for Counterparty'. The field type is Text.
77. 'Cross Collateralisation for Counterparty' is the indicator as to whether all or some of the loans held by the Counterparty are secured by all or some of the collaterals held by the Counterparty. The field type is a Choice field, populated by:
- (a) Full;
  - (b) Partial;
  - (c) None.
78. 'Description of Cross Collateralisation' is a description of cross collateralisation when 'Partial' is selected in field 'Cross Collateralisation for Counterparty'. The field type is Text.

79. 'Related Party' is the indicator as to whether the Counterparty is a related party to the Institution. Where 'Related Party' is similar to what is defined by IAS 24 as: a person or entity that is preparing its financial statements. This would be the case if the Counterparty is an employee of the Institution. The field type is Boolean.
80. 'Description of Related Party' is any further comments or details on the nature of the relation between the institution and the related party when 'Yes' is selected in field 'Related Party'. The field type is Text.
81. 'Other Products with Institution' are the other products that the Counterparty holds with the Institution that are not included in the NPL Portfolio. These include deposits, custody services (assets and securities under management) or lending not included in the NPL Portfolio and other products. The field type is Text.
82. 'Contingent Obligations' is the indicator as to whether the Corporate Counterparty has contingent obligations which will be part of the sale. A contingent obligation relates to a guarantee given by the Institution in respect of development projects or similar such arrangements. Often observable in real estate development or infrastructure development. The field type is Boolean.
83. 'Description of Contingent Obligations' is a description of contingent obligations when 'Yes' is selected in field 'Contingent Obligations'. The field type is Text.
84. 'Deposit Balance with Institution' is the deposit amount the Counterparty holds with the Institution as defined by Annex II, Part two of the ECB BSI Regulation. The Deposit as reported here cannot necessarily be considered as a guarantee for the loan(s) and does not constitute any right that it can be netted with the loan. The field type is a Number.
85. 'Currency of Deposit' is the currency that the deposit held with the Institution is expressed in. The field type is a Choice field populated using ISO 4217 Currency Codes.
86. 'Eligibility for Deposit to Offset' is the indicator as to whether the deposit held with the Institution can be used to pay down the loan. The field type is Boolean.
87. 'Counterparty Deceased' is the indication as to whether the Private Individual Counterparty has passed away. The field type is Boolean.
88. 'Legal Status' is the type of legal Status of the Counterparty. Where the field type is a Choice field populated by the list identified in the data field in Section 2, 'Type of Sponsor'.
89. 'Legal Procedure Type' is the type of insolvency process the Counterparty is currently in. The field type is a Choice field populated by:
  - (a) Corporate Restructuring Procedures, which also include funds;
  - (b) Corporate Insolvency Procedures, which also include funds;
  - (c) Private Individual Counterparty Debt Compromise Procedures;

- (d) Private Individual Counterparty Insolvency Procedures;
  - (e) Partnership Restructuring Procedures;
  - (f) Partnership Insolvency Procedures.
90. 'Current Status of Legal Procedure' is the status of the legal procedure, depending on the country where the Counterparty is located. Where the field type is a Choice field dependent on the country. These Choice fields are detailed in Appendix I to the Instructions.
  91. 'Description of Current Status of Legal Procedure' is a description of the current status of the legal procedure. Some indication of what is required here is highlighted, per country, in Appendix I to the Instructions. The field type is Text.
  92. 'Date of Entering into Current Legal Process' is the date that the Counterparty entered into their current legal status. The field type is a Date in the format dd/mm/yyyy.
  93. 'Insolvency Practitioner Appointed' is the indicator as to whether an insolvency practitioner has been appointed. The field type is Boolean.
  94. 'Date of Appointment' is the date that the insolvency practitioner was appointed. The field type is a Date in the format dd/mm/yyyy.
  95. 'Name of Insolvency Practitioner' is the name of the insolvency practitioner. The field type is Text and the data field is expected to be treated as confidential for some countries.
  96. 'Number of Current Judgements' are the number of outstanding Court Enforcement Orders at the NPL Portfolio Cut-Off Date against the Private Individual Counterparty. The field type is a Number.
  97. 'Number of Discharged Judgements' is the number of discharged Court Enforcement Orders against the Private Individual Counterparty. The field type is a Number.
  98. 'Date of Internal Demand Issuance' is the date that a demand notice was sent by the Institution itself. The demand notice is commonly the final process before the Institution pursues legal action against the Counterparty. The field type is a Date in the format dd/mm/yyyy.
  99. 'Date of External Demand Issuance' is the date that a demand notice was sent by solicitors who act on behalf of the Institution. The field type is a Date in the format dd/mm/yyyy.
  100. 'Date when Reservation of Rights Letter Was Issued' is the date that the Reservation of Rights Letter was issued by the Institution. The field type is a Date in the format dd/mm/yyyy.

101. 'Jurisdiction of Court' is the location of the court where the court case is being heard. The field type is a Choice field populated using ISO 3166 ALPHA-2.
102. 'Indicator of Counterparty Cooperation' is the indicator as to whether the Corporate or Private Individual Counterparty is cooperative or not. Where the field type is Boolean.
103. 'Date of Obtaining Order for Possession' is the date that the Order for Possession is granted by the court. The field type is a Date in the format dd/mm/yyyy.
104. 'Eviction Date' is the date that the Counterparty is evicted. Where eviction is the action of expelling a Counterparty from their property. The field type is a Date in the format dd/mm/yyyy.
105. 'Sheriff / Bailiff Acquisition Date' is the date that the sheriff or bailiff is acquired by the court. The sheriff or bailiff is the individual who has the legal power to collect certain debts. They do this by collecting what the Counterparty owes, or by selling collateral. The field type is a Date in the format dd/mm/yyyy.
106. 'Legal Fees Accrued' is the total amount of all legal fees accrued at the NPL Portfolio Cut-Off Date. The field type is a Number.
107. 'Comments on Other Litigation Related Process' are the further comments or details if there are other litigation processes in place. The field type is Text.
4. RELATIONSHIP (BORROWER – LOAN)
108. 'Contract Identifier' is the institution's internal identifier for the Loan Agreement. Where Loan is as defined in Part 1 of Annex V to Implementing Regulation (EU) No.6. The field type is Text.
109. 'Instrument identifier' is the institution's internal identifier for a Loan part. Where Loan is as defined in Part 1 in Annex V to Implementing Regulation (EU) No.6. The field type is Text.
110. 'Counterparty Identifier' is the unique internal identifier for the Counterparty. The field type is Text.
5. RELATIONSHIP (TENANT – LEASE)
111. 'Lease Identifier' is the institution's internal identifier for the Lessee. The field type is Text.
112. 'Counterparty Identifier' is the unique internal identifier for the Counterparty. The field type is Text.
6. RELATIONSHIP (GUARANTOR – GUARANTEE)
113. 'Protection Identifier' is the institution's internal identifier for the Non-Property Collateral. Where movable property is used as collateral for loans and is as defined

in table F13 in Part 2 of Annex V to Implementing Regulation (EU) No 680/2014. The field type is Text.

114. 'Counterparty Identifier' is the unique internal identifier for the Counterparty. The field type is Text.

## 7. LOAN

115. 'Contract identifier' is the institution's internal identifier for the Loan Agreement. Where Loan is as defined in Part 1 of Annex V to Implementing Regulation (EU) No.6. The field type is Text.

116. 'Instrument identifier' is the institution's internal identifier for a Loan part. Where Loan is as defined in Part 1 in Annex V to Implementing Regulation (EU) No.6. The field type is Text.

117. 'Channel of Origination' is the channel through which the loan was originated. The field type is a Choice field populated by:

(a) Branch;

(b) Internet;

(c) Broker;

(d) Other.

118. 'Details of Origination Channel' is a description of the origination channel when 'Broker' or 'Other' is selected in field 'Channel of Origination'. The field type is Text.

119. 'Date of Origination' is the date that the loan originated as per the Loan Agreement. The field type is a Date in the format dd/mm/yyyy.

120. 'Country of Origination' is the country where the loan was originated. This does not necessarily correspond to the country of the law that governs the loan. The field type is a Choice field populated using ISO 3166 ALPHA-2.

121. 'Governing Law of Loan Agreement' is the governing law, which is the law of the country in which the Loan Agreement was entered into. This does not necessarily correspond to the country where the loan was originated. The field type is a Choice field populated using ISO 3166 ALPHA-2.

122. 'Asset Class' is the asset class of the loan. The field type is a Choice field, which is populated by the list defined in Part I Section 3 in 'Asset Definitions'.

123. 'Loan Purpose' is the purpose for which the loan can be provided. Where the field type will be a Choice field populated by:

(a) Residential real estate – owner occupied;

- (b) Residential real estate investment;
- (c) Commercial Real Estate (CRE);
- (d) Margin lending where the Counterparty borrows money to invest in shares or managed funds;
- (e) Debt financing;
- (f) Commercial development;
- (g) Residential development;
- (h) Working capital facility;
- (i) Credit card;
- (j) Consumer lending;
- (k) Asset finance.

124. 'Product Type' is the product type of the loan. The field type is a Choice field to be populated by:

- (a) Term Loans;
- (b) Revolving Credit Facility;
- (c) Overdraft.

125. 'Amortisation Type' is a description of the amortisation type of the loan as per the latest Loan Agreement. The field type is a Choice field to be populated by:

- (a) Linear (L);
- (b) Annuity (A);
- (c) Interest Only (IO) i.e. no amortisation with a bullet;
- (d) Bespoke Repayment.

126. 'Description of Bespoke Repayment' is a description of the bespoke repayment profile when 'Bespoke Repayment' is selected in field 'Amortisation Type'. Where the field type is a Text field. Where possible institutions are encouraged to write the Text field in the format IO (t), A (t), L (t). Where (t) is the term in x years and y months. Therefore for a bespoke repayment where the linear rate is two years and three months, the annuity repayment is one year and the interest only rate is five years and two months the entry in the text field is IO (5 years, 2 months), A (1 year, 0 months), L (2 years, 3 months).

127. 'Final Bullet Repayment' is the total amount of principal repayment to be paid at the maturity date of the loan. The field type is a Number.

128. 'Original Maturity Date' is the original contractual maturity date of the loan. The field type is a Date in the format dd/mm/yyyy.
129. 'Current Maturity Date' is the contractual maturity date of the loan as at the Cut-Off Date. This does not necessarily correspond to the contractual maturity date at origination, as it can be changed since then, including through forbearance measures. The field type is a Date in the format dd/mm/yyyy.
130. 'Loan Currency' is the currency which the loan is expressed in as per the latest Loan Agreement. The field type is a Choice field populated using ISO 4217 Currency Codes.
131. 'Origination Amount' is the loan amount advanced to the Borrower or drawn down by the Borrower at the origination date of the loan. The field type is a Number.
132. 'Principal Balance' is the current amount of outstanding principal as recognised on the balance sheet at the NPL Portfolio Cut-Off Date. Where principal is defined by referring to table F7 in Part 2 of Annex V to Implementing Regulation (EU) No 680/2014. The field type is a Number.
133. 'Accrued Interest Balance (On book)' is the current amount of outstanding interest as recognised on the balance sheet at the NPL Portfolio Cut-Off Date. Where accrued interest is defined by referring to Part 1 of Annex V to Implementing Regulation (EU) No 680/2014. The field type is a Number.
134. 'Other Balances' are the total of other outstanding amounts. The field type is a Number. The number should incorporate other charges, commissions, fees and other outstanding amounts not recognised under Principal Balance and Accrued Interest Balance (On Book), as recognised on the balance sheet.
135. 'Total Balance' is the total unpaid balance, which is to equal Principal Balance plus Accrued Interest Balance (On book) plus Other Balances. Where balance is defined by referring to Part 1 of Annex V to Implementing Regulation (EU) No 680/2014. The field type is a Number.
136. 'Accrued Interest Balance (Off book)' is the amount of interest that has been accrued but not recognised on the balance sheet at the NPL Portfolio Cut-Off Date. These are accrued interest which would be any accrued not on the book as referred to in Part 1 of Annex V to Implementing Regulation (EU) No 680/2014. The field type is a Number.
137. 'Legal Balance' is the total claim amount, which is to equal Total Balance plus Accrued Interest Balance (Off book). The field type is a Number.
138. 'Carrying Amount' is the amount to be reported on the asset side of the balance sheet including accrued interest. Where carrying amount is defined by referring to Part 1 in Annex V to Implementing Regulation (EU) No 680/2014. The field type is a Number.

139. 'Write-off Amount' is the cumulative amount of principal and accrued interest that the Institution has written-off. Where write-off is defined by referring to table F4 in Part 2 of Annex V to Implementing Regulation (EU) No 680/2014. The field type is a Number.
140. 'Provision Amount' is the accumulated provision amount, including accumulated impairments and negative changes in fair value due to credit risk. Where accumulated impairment is defined by referring to table F4 in Part 2 of Annex V to Implementing Regulation (EU) No 680/2014. Where (accumulated) negative changes in fair value due to credit risk is defined by referring to table F4 in Part 2 of Annex V to Implementing Regulation (EU) No 680/2014 and as referred to in the definition of gross carrying amount in in Part 1 of Annex V to Implementing Regulation (EU) No 680/2014. The field type is a Number.
141. 'Accounting Stages of Asset Quality' are the stages of the asset quality. Where asset quality can be likened to Impairment as defined in IFRS 9.5.5. If the loan is considered at fair value through profit and loss this information is provided here. If the applicable accounting standard is different from the IFRS this information is provided here. The field type is a Choice field populated by:
- (a) IFRS Stage 1;
  - (b) IFRS Stage 2;
  - (c) IFRS Stage 3 (Impaired);
  - (d) Fair Value Through Profit and Loss;
  - (e) Other Accounting Standard – Impaired Asset;
  - (f) Other Accounting Standard – Not Impaired.
142. 'Loan Commitment' is the total available credit extended for the loan as at the Cut-Off Date. It includes the undrawn committed part of the loan commitment. Where loan commitment is defined by referring to Part 2 in Annex V to Implementing Regulation (EU) No 680/2014. The field type is a Number.
143. 'Original Interest Rate' is the original total interest rate of the loan as stated in the original Loan Agreement and as applicable as of loan origination. The field type is a Percentage.
144. 'Original Interest Rate Type' is the original interest rate type as stated in the original Loan Agreement and as applicable as of loan origination. The field type is a Choice field populated by:
- (a) Fixed;
  - (b) Variable;
  - (c) Mixed.

145. 'Description of Original Interest Rate Type' is a description of original interest rate type when 'Mixed' is selected in field 'Original Interest Rate Type'. The field type is Text.
146. 'Original Interest Base Rate' is the original base rate of the loan when 'Variable' is selected in field 'Original Interest Rate Type'. The field type is a Percentage.
147. 'Original Interest Margin' is the original margin of the loan above the base rate at loan origination. The field type is a Percentage.
148. 'Original Interest Rate Reference' is the original interest rate base or reference of the loan when 'Variable' is selected in field 'Original Interest Rate Type'. The field type is a Choice field populated by:
- (a) 1m EURIBOR;
  - (b) 3m EURIBOR;
  - (c) 6m EURIBOR;
  - (d) 1m LIBOR;
  - (e) 3m LIBOR;
  - (f) 6m LIBOR;
  - (g) Standard Variable Rate (SVR);
  - (h) EONIA.
149. 'Current Interest Rate' is the current total interest rate of the loan as stated in the Loan Agreement on and applicable at the NPL Portfolio Cut-Off Date. The field type is a Percentage.
150. 'Current Interest Rate Type' is the current interest rate type as per Loan Agreement and applicable at the NPL Portfolio Cut-Off Date. The field type is a Choice field populated by:
- (a) Fixed;
  - (b) Variable;
  - (c) Mixed.
151. 'Description of Current Interest Rate Type' is a description of current interest rate type when 'Mixed' is selected in field 'Current Interest Rate Type'. The field type is Text.
152. 'Current Interest Base Rate' is the current base rate of the Loan as at NPL Portfolio Cut-Off Date when 'Variable' is selected in field 'Current Interest Rate Type'. The field type is a Percentage.

153. 'Current Interest Margin' is the current margin above the base rate as stated in the Loan Agreement and applicable at the NPL Portfolio Cut-Off Date. The field type is a Percentage.
154. 'Current Interest Rate Reference' is the current interest rate base or reference rate of the loan as stated in the Loan Agreement and applicable at the NPL Portfolio Cut-Off Date when 'Variable' is selected in field 'Current Interest Rate Type'. The field type is a Choice field populated by the list identified in the data field in Part II Section 5, 'Original Interest Rate Reference'.
155. 'Start Date of Interest Only Period' is the date that the interest only period starts according to the most recent Loan Agreement and applicable as at the NPL Portfolio Cut-Off Date. The field type is a Date in the format dd/mm/yyyy.
156. 'End Date of Interest Only Period' is the date that the interest only period ends according to the current Loan Agreement and applicable as at the NPL Portfolio Cut-Off Date. The field type is a Date in the format dd/mm/yyyy.
157. 'Start Date of Current Fixed Interest Period' is date that the current fixed interest period started according to the current Loan Agreement and applicable as at the NPL Portfolio Cut-Off Date. The field type is a Date in the format dd/mm/yyyy.
158. 'End Date of Current Fixed Interest Period' is the Date that the current fixed interest period ends according to the Loan Agreement and applicable as at the NPL Portfolio Cut-Off Date. The field type is a Date in the format dd/mm/yyyy.
159. 'Type of Reversion Interest Rate' is the type of reversion interest rate after the fixed interest period ends according to the Loan Agreement and applicable as at the NPL Portfolio Cut-Off Date. Where reversion means that after the interest fixed period the Institution would revert the rate to a different type, LIBOR or EURIBOR plus a margin, or Standard Variable Rate. The field type is Text.
160. 'Current Reversion Interest Rate' is the current level of the reversion interest rate according to the Loan Agreement that is effective as at the NPL Portfolio Cut-Off Date. Reversion means that after the interest fixed period the Institution would revert the rate to a different type, LIBOR or EURIBOR plus a margin, or Standard Variable Rate. The field type is a Percentage.
161. 'Interest Cap Rate' is the maximum interest rate that can be charged on the loan as specified in the current Loan Agreement. The field type is a Percentage.
162. 'Interest Floor Rate' is the minimum interest rate of a loan as specified in the current Loan Agreement. The field type is a Percentage.
163. 'Start Date of Principal Grace Period' is the start date of the principal grace period. A principal grace period is a period during which no principal repayments are made according to the latest Loan Agreement. The field type is a Date in the format dd/mm/yyyy.

164. 'End Date of Principal Grace Period' is the end date of the principal grace period. A principal grace period is a period during which no principal repayments are made according to the latest Loan Agreement. The field type is a Date in the format dd/mm/yyyy.
165. 'Start Date of Interest Grace Period' is the start date of the interest grace period. An interest grace period is a period during which no interest payments are made according to the latest Loan Agreement. The field type is a Date in the format dd/mm/yyyy.
166. 'End Date of Interest Grace Period' is the end date of the interest grace period. An interest grace period is a period during which no interest payments are made according to the latest Loan Agreement. The field type is a Date in the format dd/mm/yyyy.
167. 'Interest Reset Interval' is the number of months between 2 interest reset dates according to the Loan Agreement and applicable as of the NPL Portfolio Cut-Off Date. Where Reset is defined as a point in time when the interest margin on a loan changes to a new interest margin. The field type is a Number.
168. 'Last Interest Reset Date' is the date that the last interest reset event happened. Where reset is defined as a point in time when the rate on a loan changes to a new rate. The field type is a Date in the format dd/mm/yyyy.
169. 'Next Interest Reset Date' is the date that the next interest reset event is scheduled to happen. Where reset is defined as a point in time when the rate on a loan changes to a new rate. The field type is a Date in the format dd/mm/yyyy.
170. 'Early Redemption Penalty' is the additional charge on the early redemption made by the Counterparty according to the Loan Agreement and applicable as of the NPL Portfolio Cut-Off Date. Where redemption is the repayment of principal balance of the loan. The field type is a Percentage.
171. 'Past-Due Penalty Interest Margin' is the additional margin charged on the past-due portion of the loan according to the Loan Agreement at Cut-Off Date. The field type is a Percentage.
172. 'Default Penalty Interest Margin' is the additional margin charged on the balance of the loan in default according to the Loan Agreement at Cut-Off Date. The field type is a Percentage.
173. 'Last Payment Date' is the date that the last payment was made. The field type is a Date in the format dd/mm/yyyy.
174. 'Last Payment Amount' is the amount of the last payment. The field type is a Number.
175. 'Next Principal Scheduled Repayment Amount' is the amount of next scheduled principal repayment as at the NPL Portfolio Cut-Off Date. The field type is a Number.

176. 'Next Interest Scheduled Repayment Amount' is the amount of next scheduled interest repayment as at the NPL Portfolio Cut-Off Date. The field type is a Number.
177. 'Next Principal Scheduled Repayment Date' is the date that the next scheduled principal repayment is made as at the NPL Portfolio Cut-Off Date. The field type is a Date in the format dd/mm/yyyy.
178. 'Next Interest Scheduled Repayment Date' is the date that the next scheduled interest repayment is made as at the NPL Portfolio Cut-Off Date. The field type is a Date in the format dd/mm/yyyy.
179. 'Interest Payment Frequency' is the frequency that the interest payment is currently made based on the current Loan Agreement as at the NPL Portfolio Cut-Off Date. Where the field type is a Choice field populated by:
- (a) Monthly;
  - (b) Quarterly;
  - (c) Semi-Annually;
  - (d) Annually;
  - (e) Daily;
  - (f) Other.
180. 'Principal Payment Frequency' is the frequency that the principal payment is currently made based on the current Loan Agreement as at the NPL Portfolio Cut-Off Date. Where the field type is a Choice populated by the list identified in the data field in Part II Section 5, 'Interest Payment Frequency'.
181. 'Past-Due Principal Amount' is the accumulated amount of past-due principal as recognised on the balance sheet at the NPL Portfolio Cut-Off Date. The field type is a Number.
182. 'Past-Due Interest Amount' is accumulated amount of past-due interest as recognised on the balance sheet at the NPL Portfolio Cut-Off Date. The field type is a Number.
183. 'Other Past-Due Amounts' is the accumulated amount of other past-due amounts, as recognised on balance sheet at the NPL Portfolio Cut-Off Date. The field type is a Number.
184. 'Total Past-Due Amount' is the total past-due amount which is to equal Past-Due Principal Amount + Past-Due Interest Amount + Other Past-Due Amount. The field type is a Number.

185. 'Capitalised Past-Due Amount' is the total capitalised past-due balance as recognised on the balance sheet at the NPL Portfolio Cut-Off Date. Where the amount includes interest and legal fees. The field type is a Number.
186. 'Days in Past-Due' are the number of days that the loan currently is past-due as at the NPL Portfolio Cut-Off Date. Where Past-Due is defined in Article 178 of Regulation (EU) No 575/2013 (CRR) and accompanying EBA's Guidelines on the application of the definition of Past-Due. The field type is a Number.
187. 'Time in Past-Due' is the total number of months that the loan has been in past-due in the past 12 months. This is the accumulated number of days (reported in months), which the loan has been Past-Due in the past 12 months. This means that between Past-Due Events the Institution may have received payments from the Counterparty to reduce the amount of the outstanding loan balance. The materiality threshold for a credit obligation past-due is defined by Article 178(6) of the CRR. The field type is a Number.
188. 'Number of Past-Due Events' are the number of times that the loan was previously categorised as past-due. These are all Past-Due Events since origination of the loan. The field type is a Number.
189. 'Loss Given Default' is the estimated portion of the loan that is recognised as a loss when the loan defaults. Where Loss Given Default, LGD, is defined in Article 4 of Regulation (EU) No 575/2013 (CRR). The field type is a Percentage.
190. 'Loan Status' is the performance status of the loan. The field type is a Choice field populated by:
- (a) Performing;
  - (b) Non-performing as defined in table F18 in Annex V to Implementing Regulation (EU) No 680/2014.
191. 'Non-Performing Reason' is the main reason why the non-performing status was provided. Where non-performing is defined in table F18 in Annex V to Implementing Regulation (EU) No 680/2014. The field type is a Choice field populated by:
- (a) Impaired as defined by IFRS 9.5.5 or the applicable accounting standard;
  - (b) Defaulted as defined by CRR Art. 178;
  - (c) More than 90 days past due;
  - (d) Unlikely to pay.

These choices are already considered as a ranking, which means that in case multiple choice apply, the field will be populated by the choice with the highest rank where (a) is considered the highest and (d) is the lowest.

192. 'Non-Performing Date' is the date that the loan was classified as non-performing. The field type is a Date in the format dd/mm/yyyy.
193. 'Charge-off Date' is the date when the loan went into charge-off. Where a charge-off is the declaration by the Institution commonly on unsecured retail when the Borrower is severely delinquent, and the Institution starts the recovery process officially. A Charge-off does not mean a write-off of the debt entirely. The field type is a Date in the format dd/mm/yyyy.
194. 'Legal Balance at Charge-off Date' is the total claim amount when the loan went into charge-off. Where a charge-off is defined as the declaration by the Institution, commonly on unsecured retail, when the Borrower is severely delinquent, and the Institution starts the recovery process officially. A charge-off does not mean a write-off of the debt entirely. The field type is a Number.
195. 'Code of Conduct' is the indicator as to whether the loan is subject to a certain Code of Conduct. Code of Conduct is any regulation, good practice or law which governs the treatment of the Counterparty. The field type is Boolean.
196. 'Comments on Code of Conduct' is a description, further comments or details on the Code of Conduct. In particular the text is to detail as to whether there are any country specific Codes of Conduct that the institutions abide by. The field type is Text.
197. 'Syndicated Loan' is the indicator as to whether the loan is provided by a syndicate or consortium of two or more institutions. This means that in case of a syndicated loan the Institution holds less than 100% of the total loan. The field type is Boolean.
198. 'Syndicated Portion' is the percentage of the total loan held by the Institution when 'Yes' is selected in field 'Syndicated Loan'. The field type is a Percentage.
199. 'Other Syndicate Counterparties' are the names of the other syndicate participants when 'Yes' is selected in field 'Syndicated Loan'. The field type is Text.
200. 'Securitised' is the indicator as to whether the loan has been securitised or is within a covered bond pool. The field type is Boolean.
201. 'Loan Covenants' is a list of the covenants as agreed in the current Loan Agreement as at the NPL Portfolio Cut-Off Date, where each covenant is represented in a separate column. The field type is a Choice field populated by:
- (a) Loan to Value (LTV) is the ratio of a loan to the value of the collateral purchased;
  - (b) Interest Coverage Ratio (ICR) is the ratio of earnings before interest and tax to the interest expense in the same period;
  - (c) Debt Service Coverage Ratio (DSCR) is the ratio of annual net operating income to debt obligations owed in the last 12m;
  - (d) Other.

202. 'Trigger Levels of Loan Covenants' is the corresponding trigger levels of the loan covenants as agreed in the Loan Agreement, as at the NPL Portfolio Cut-Off Date, each in a separate column. The field type is a Number.
203. 'Current Covenant Levels' are the current levels of covenants as at last covenant date. Data is provided for all loan covenants as provided under the loan covenant, and therefore the current status of the respective covenant levels can be easily compared with their levels as agreed on in the Loan Agreement as at the NPL Portfolio Cut-Off Date. The field type is a Number.
204. 'Last Covenant Test Date' is the date that the covenant levels were tested last time by the Institution as at the Cut-Off Date. The field type is a Date in the format dd/mm/yyyy.
205. 'Internal Credit Rating at Origination' is the internal credit rating issued to the loan applicable at the point of time when the Counterparty became a customer. The Institution is to provide the internal methodology used to decide the rating as a part of the transaction documents in annex to the data tape. The Internal Credit Rating at Origination is in some instances the same at Counterparty level as it is at loan level. The field type is Text.
206. 'External Credit Rating at Origination' is External credit rating issued to the loan applicable at the point of time when the Counterparty became a customer and choose the lowest one if there are multiple ratings. The External Credit Rating at Origination is in some instances the same at Counterparty level as it is at loan level. The field type is Text.
207. 'Source of External Credit Rating at Origination' is from which credit rating agency where the External Credit Rating at Origination was obtained. The Source of External Credit Rating at Origination is in some instances the same at Counterparty level as it is at loan level. The field type is a Text.
208. 'Current Internal Credit Rating' is the internal credit rating issued to the loan applicable at the NPL Portfolio Cut-Off Date. The Institution is to provide the internal methodology used to decide the rating as a part of the transaction documents in annex to the data tape. The Current Internal Credit Rating is in some instances the same at Counterparty level as it is at loan level. The field type is Text.
209. 'Current External Credit Rating' is the external credit rating issued to the loan applicable at the NPL Portfolio Cut-Off Date. The Current External Credit Rating is in some instances the same at Counterparty level as it is at loan level. The field type is Text.
210. 'Source of Current External Credit Rating' is from which credit rating agency where the external credit rating at the NPL Portfolio Cut-Off Date was obtained. The field type is Text.
211. 'Specialised Product' is the indicator as to whether the loan is a specialised product. Specialised products are those which are considered by the Institution as non-

common Loan Agreements, as they consider their potential split of the loan into different parts or other similar arrangements. The field choice is Boolean.

212. 'Relevant Schemes' is the indicator as to whether the loan is involved with any relevant schemes. Relevant Schemes are government schemes that impact the credit quality of the loan as they provide a guarantee, a subsidy or other similar means. Schemes can also be provided by local authorities or public sector entities. The field type is Boolean.
213. 'Description of Relevant Schemes' is a description of the relevant schemes if 'Yes' is selected in field 'Relevant Schemes'. The field type is Text.
214. 'Subsidy' is the indicator as to whether contractual payments are subsidised by an external party. A subsidy can be provided through a scheme but also through an external third party. The field type is Boolean.
215. 'Subsidy Provider' is the name of the external party who provides the subsidy. The field type is Text.
216. 'Start Date of Subsidy' is the date that the current subsidy starts. The field type is a Date in the format dd/mm/yyyy.
217. 'End Date of Subsidy' is the date that the current subsidy ends. The field type is a Date in the format dd/mm/yyyy.
218. 'Subsidy Amount' is the total or average amount of the subsidy received. The field type is a Number.
219. 'Recourse to Other Assets' is the indicator as to whether the Institution has the legal right to access other assets of the Borrower. The field type is Boolean.
220. 'Covenant Waiver' is the indicator as to whether there has been a covenant waiver sent out for any breaches of the Loan Agreement. The field type is Boolean.
221. 'Comments on Covenant Waiver' are the further comments or details on the covenant waiver if 'Yes' is selected in field 'Waiver'. The field type is Text.
222. 'MARP Applicable' is the indicator as to whether a Mortgage Arrears Resolution Process is applicable when dealing with Private Individual Counterparties in mortgage arrears. The field is only applicable to Ireland. The field type is Boolean.
223. 'MARP Entry' is the date that the loan entered into the current MARP process. The field is only applicable to Ireland and Private Individual Counterparties. The field type is a Date in the format dd/mm/yyyy.
224. 'MARP Status' is the status of the current MARP. The field is only applicable to Ireland and Private Individual Counterparties. The field type is a Choice field populated by:
- (d) Not in MARP;

- (e) Exited MARP;
- (f) Provision 23, 31 days in arrears;
- (g) Provision 24, Financial difficulty;
- (h) Provision 28, Not co-operating warning;
- (i) Provision 29, Not co-operating;
- (j) Provision 42, Restructure offer;
- (k) Provision 45, Restructure declined by seller;
- (l) Provision 47, Restructure declined by borrower;
- (m) Self-Cure;
- (n) Alternative Repayment Arrangement (ARA).

## 8. HISTORICAL COLLECTION AND REPAYMENT SCHEDULE

225. 'Contract Identifier' is the Institutions internal identifier for the loan. The field type is Text.
226. 'Instrument identifier' is the institution's internal identifier for a Loan part. Where Loan is as defined in Part 1 in Annex V to Implementing Regulation (EU) No.6. The field type is Text.
227. 'Total Repayment Schedule' is the total repayment schedules over the next thirty-six months minimum from the NPL Portfolio Cut-Off Date. Where each monthly repayment amount is presented in a separate column. The field type is a Number.
228. 'Principal Repayment Schedule' is the principal repayment schedules over the next thirty-six months minimum from the NPL Portfolio Cut-Off Date. Where each monthly repayment amount is presented in a separate column. The field type is a Number.
229. 'Interest Repayment Schedule' is the interest repayment schedules over the next thirty-six months minimum from the NPL Portfolio Cut-Off Date. Where each monthly repayment amount is presented in a separate column. The field type is a Number.
230. 'History of Legal Unpaid Balances' is the history of total legal unpaid balance from the past thirty-six months minimum from the NPL Portfolio Cut-Off Date. Where each monthly balance is presented in a separate column. The field type is a Number.
231. 'History of Past-Due Balances' is the history of total past-due balance from the past thirty-six months minimum from the NPL Portfolio Cut-Off Date. Where each monthly balance is presented in a separate column. The field type is a Number.

232. 'History of Total Repayments' is the repayment history from the past thirty-six months minimum, including collections by external collection agencies. Where each monthly amount is presented in a separate column. The field type is a Number.
233. 'History of Repayments - Not From Asset Sales' are the repayments made by the Counterparty for the past Thirty-six months minimum from the NPL Portfolio Cut-Off Date, excluding asset sales, including collections by external collection agencies. Where each monthly amount is presented in a separate column. The field type is a Number.
234. 'History of Repayments - From Asset Sales' are the repayments made by the asset disposal from the past thirty-six months minimum from the NPL Portfolio Cut-Off Date. Where each monthly amount is presented in a separate column. The field type is a Number.
235. 'History of Outstanding Balances Since Charge-off' is the history of outstanding balances of all the unsecured retail loans. The unsecured retail loan amount is either on the book or historically on the book, and since the loan went into charge-off, each monthly balance presented in a separate column. This is to show the history of the loan balances of a wider NPL Portfolio, rather than the balances included in the transferred NPL portfolio. Where charge-off is the declaration by the Institution commonly on unsecured retail when the Counterparty is severely delinquent, and the Institution starts the recovery process officially. A charge-off does not mean a write-off of the debt entirely. The field type is a Number.
236. 'History of Charges/Interest Since Charge-off' is the history of actual charges or interest of all the unsecured retail loans, either on the book or historically on the book, and since the loan went into charge-off, each monthly amount presented in a separate column. Where charge-off is the declaration by the Institution commonly on unsecured retail when the Counterparty is severely delinquent, and the Institution starts the recovery process officially. The field type is a Number.
237. 'History of Payments Since Charge-off' is the history of actual payments of all the unsecured retail loans, either on the book or historically on the book, and since the loan went into charge-off, each monthly amount presented in a separate column. Where charge-off is the declaration by the Institution commonly on unsecured retail when the Counterparty is severely delinquent, and the Institution starts the recovery process officially. The field type is a Number.
238. 'History of Write-off Since Charge-off' is the history of write-off of all the unsecured retail loans, either on the book or historically on the book, and since the loan went into charge-off, each monthly amount presented in a separate column. A charge-off is the declaration by the Institution commonly on unsecured retail when the Counterparty is severely delinquent, and the Institution starts the recovery process officially. The field type is a Number.

## 9. EXTERNAL COLLECTION

239. 'Type of Identifier' is the indicator as to whether the external debt collections have been prepared on a Counterparty level or on Loan level. The field type is a Choice field populated by:
- (a) Counterparty;
  - (b) Loan.
240. 'Institution's internal identifier for the Loan / Counterparty' is the unique internal identifier for either the Counterparty or the loan as defined in the field 'Type of Identifier'. The field type is Text.
241. 'Instrument identifier' is the institution's internal identifier for a Loan part. Where Loan is as defined in Part 1 in Annex V to Implementing Regulation (EU) No.6. The field type is Text.
242. 'Name of External Debt Collection Agent' is the name of the external debt collection agent. The field type is Text and the data field is expected to be treated as confidential for all countries.
243. 'Registration number' is the company registration number of the external debt collection agent according to the registration with the country specific registration office. The field type is Text and the data field is expected to be treated as confidential for all countries.
244. 'Legal Entity Identifier' is the global standard 20-character corporate identifier of the external debt collection agent. The field type is a Choice field and the data field is expected to be treated as confidential for all countries, populated using ISO 17442.
245. 'Date Sent to Agent' is the date that the Counterparty's loan was sent to the external debt collection agent. The field type is a Date in the format dd/mm/yyyy.
246. 'Date Returned from Agent' is the date that the loan was received back from the last external collection agent. When the agent stopped recovery efforts and passed the loan back to the Institution. The field type is a Date in the format dd/mm/yyyy.
247. 'Quantity Returned from Agent' is the amount of times that the loan was received back from the external debt collection agent. The field type is a Number.
248. 'Balance Amount Sent to Agent' is the total balance that was sent to the External Debt Collection Agent'. The field type is a Number.
249. 'Cash Recoveries' are the total cash collections by the external collection agent. The field type is a Number.
250. 'Costs Accrued' is the total amount of costs accrued for external debt collection as at the NPL Portfolio Cut-Off Date. The field type is a Number.
251. 'Principal Forgiveness' is the amount of the principal that was forgiven by the external debt collection agent as part of recovery negotiations. Where forgiveness is

the process where there is a debt and no return is required. The field type is a Number.

252. 'Repayment Plan' is the indicator as to whether a repayment plan has been agreed between the external debt collection agency and the Counterparty. The field type is Boolean.

253. 'Repayment Plan Description' is a description of the repayment plan which has been agreed with the external debt collection agency and the Counterparty. The field type is Text.

## 10. FORBEARANCE

254. 'Type of Identifier' is the indicator as to whether Forbearance has been prepared on a Counterparty level or a Loan level. The field type is a Choice field populated by:

(a) Counterparty;

(b) Loan.

255. 'Institution's internal identifier for the Counterparty / Loan' is the unique internal identifier for either the Counterparty or the loan as defined in the field 'Type of identifier'. The field type is Text.

256. 'Instrument identifier' is the institution's internal identifier for a Loan part. Where Loan is as defined in Part 1 in Annex V to Implementing Regulation (EU) No.6. The field type is Text.

257. 'Type of Forbearance' is the type of current Forbearance. Where forbearance is as defined in table F19 in Annex V to Implementing Regulation (EU) No 680/2014. The field type is a Choice field populated by:

(a) Loan maturity date extension;

(b) Amortisation change;

(c) Principal write-off;

(d) Temporary rate reduction;

(e) Capitalisation of interest;

(f) Capitalisation of costs advanced: which is insurance and ground rent;

(g) Combination;

(h) Other.

258. 'Description of Forbearance' is the further comments or details on the current forbearance. The field type is Text.

259. 'Date of First Forbearance' is the date that the first forbearance happened. Where the field type is a Date in the format dd/m/yyyy.
260. 'Number of Historical Forbearance's' is the number of forbearance(s) that happened in the past. The field type is a Number.
261. 'Principal Forgiveness' is the amount of the principal that was forgiven as part of current forbearance, including principal forgiveness agreed by external collection agencies. The field type is a Number.
262. 'Date of Principal Forgiveness' is the date that the principal forgiveness happened. The field type is a Date in the format dd/mm/yyyy.
263. 'Start Date of Forbearance' is the date that the current forbearance commenced. The field type is a Date in the format dd/mm/yyyy.
264. 'End Date of Forbearance' is the date that the current forbearance arrangement ends. The field type is a Date in the format dd/mm/yyyy.
265. 'Repayment Amount Under Forbearance' is the periodic repayment amount that the Institution and Counterparty agreed under the current forbearance terms. The field type is a Number.
266. 'Repayment Frequency Under Forbearance' is the frequency that the repayment under current forbearance terms is made. Where the field type is a Choice populated by the list identified in the data field in Part II Section 5, 'Interest Payment Frequency'.
267. 'Date of Repayment Step Up' is the date at which the current agreed forbearance amount is increased. The field type is a Date.
268. 'Amount of Repayment Step Up' is the additional amount that the current agreed forbearance amount is increased by. The field type is a Number.
269. 'Interest Rate under Forbearance' is the interest rate that the Institution and Counterparty agreed under the current forbearance terms. The field type is a Percentage.
270. 'Clause to Stop Forbearance' is the indicator as to whether a clause exists to allow the Institution to stop the current forbearance. The field type is Boolean.
271. 'Description of the Forbearance Clause' are the further comments or details on the clause if 'Yes' is selected in field 'Clause to Stop Forbearance'. The field type is Text.

## 11. PROPERTY COLLATERAL

272. 'Protection Identifier' is the institution's internal identifier for the Property Collateral. Where immovable property is used as collateral for loans and is as defined in table F13 in Part 2 of Annex V to Implementing Regulation (EU) No 680/2014. The field type is Text.

273. 'Unit Identifier' is the institution's internal identifier for the unit. The field type is Text.
274. 'Legal Owner of the Property' is the Legal Owner of the Property Collateral. The field type is Text.
275. 'Register of Deeds Number' is the registration number of the Property. The field type is Text and the data field is expected to be treated as confidential for some countries.
276. 'Sector of Property' is the sector which the property is used for. The field type is a Choice field populated by:
- (a) Commercial Real Estate;
  - (b) Residential Real Estate.
277. 'Type of Property' is the type of the property. The field type is a Choice field populated by:
- (a) Semi-detached house;
  - (b) Detached house;
  - (c) Apartment;
  - (d) Terrace;
  - (e) Caravan Park;
  - (f) Car Park;
  - (g) Health Care;
  - (h) Hospitality / Hotel;
  - (i) Industrial;
  - (j) Land – agriculture;
  - (k) Land - zoning;
  - (l) Land - permit;
  - (m) Leisure;
  - (n) Multifamily;
  - (o) Mixed Use;
  - (p) Office;

- (q) Bar / Pub;
- (r) Restaurant;
- (s) Retail;
- (t) High street retail;
- (u) Commercial centre;
- (v) Self-Storage;
- (w) Warehouse;
- (x) Other.

278. 'Type of Occupancy' is the type of occupancy. If there are multiple properties then base the selection on the option that defines the main property in terms of value. The field type is a Choice field populated by:

- (a) Owner-occupied;
- (b) Partially owner-occupied, defined as a property that is partly rented;
- (c) Tenanted;
- (d) Vacant;
- (e) Other.

279. 'Purpose of Property' is a Choice field populated by:

- (a) Investment property;
- (b) Owner occupied;
- (c) Buy-to-let;
- (d) Other.

280. 'Condition of Property' is the quality classification of the property. The Institution is to provide the internal methodology used to decide the categories as a part of the transaction documents in annex to the data tape. The field type is a Choice field populated by:

- (a) Excellent;
- (b) Good;
- (c) Fair;
- (d) Poor.

281. 'Address of Property' is the street address where the property is located at, including the flat or house number or name. The field type is Text and the data field is expected to be treated as confidential for some countries.
282. 'City of Property' is the city where the property is located at. The field type is a Choice field populated using UN/LOCODE.
283. 'Geographic Region of Property' is the province or region where the property is located. The field type is a Choice field populated using NUTS3.
284. 'Geographic Region Classification' is the NUTS3 classification used for the field 'Geographic Region of Property'. The field type is a Choice field.
285. 'Property Postcode' is the Postcode where the property is located. The field type is Text and the data field is expected to be treated as confidential for some countries.
286. 'Property Country' is the Country of residence where the property is located. The field type is a Choice field populated using ISO 3166 ALPHA-2.
287. 'Area Type of Property' is the type of area where the property is located. The field type is a Choice field populated by:
- (a) Prime city centre;
  - (b) City centre;
  - (c) City non-centre;
  - (d) Suburban;
  - (e) Rural.
288. 'Year of Construction' is the year that the property was completed. The field type is a Date in the format yyyy.
289. 'Year of Refurbishment' is the year in which the last significant refurbishment was completed. The field type is a Date in the format yyyy.
290. 'Tenure' are the conditions under which the property is held or occupied. The field type is a Choice field populated by:
- (a) Freehold;
  - (b) Leasehold;
  - (c) Other.
291. 'Remaining Term of Leasehold' is the remaining term of the leasehold in months when 'Leasehold' is selected in field 'Tenure'. The field type is a Number.
292. 'Number of Bedrooms' are the number of bedrooms that the Unit has. The field type is a Number.

293. 'Number of Rooms' are the number of rooms that the Unit has excluding kitchen and bathroom(s). The field type is a Number.
294. 'Building Area (M2)' is the building area (square metres) of the Unit. The field type is a Number.
295. 'Building Area (M2) Lettable' is the building area (square metres) of the Unit that is lettable. The field type is a Number.
296. 'Building Area (M2) Occupied' is the building area (square metres) of the Unit that has been occupied by a Counterparty. The field type is a Number.
297. 'Number of Lettable Units' are the number of lettable units that the property has. The field type is a Number.
298. 'Number of Units Vacant' are the number of vacant lettable units that the property has. The field type is a Number.
299. 'Number of Units Occupied' are the number of occupied lettable units that the property has. The field type is a Number.
300. 'Land Area (M2)' is the area of land surrounding the property (square metres) of the property. The field type is a Number.
301. 'Number of Car Parking Spaces' are the number of car parking spaces relating to the property. The field type is a Number.
302. 'Currency of Property' is the currency that the valuation and cash flows related to the property are expressed in. The field type is a Choice field populated using ISO 4217 Currency Codes.
303. 'Initial Valuation Amount' is the value of the Unit assessed at loan origination. The field type is a Number.
304. 'Date of Initial Valuation' is the date that the initial valuation was assessed. The field type is a Date in the format dd/mm/yyyy.
305. 'Internal/External Valuation' is the indicator as to whether the initial valuation was outsourced, or done internally. The field type is a Choice field populated by:
- (a) Internal
  - (b) Outsourced
306. 'Type of Initial Valuation' is the type of process used to value the Unit. The field type is a Choice field populated by:
- (a) Full Appraisal;
  - (b) Drive-by;

- (c) Automated Valuation Model;
- (d) Indexed;
- (e) Desktop;
- (f) Managing or Estate Agent;
- (g) Purchase Price;
- (h) Mark to market;
- (i) Counterparties Valuation;
- (j) Other.

307. 'Provider of Initial Valuation' is the Name of the external appraiser or managing / estate agent is when the type of initial valuation is external. The field type is Text and the data field is expected to be treated as confidential for some countries.

308. 'Initial Estimated Rental Value' is the estimated annual gross rental value of the Unit assessed at loan origination. The field type is a Number.

309. 'Latest Valuation Amount' is the value of the Unit when last assessed and where multiple valuations are given preference is given to the third party valuation. The field type is a Number.

310. 'Date of Latest Valuation' is the date that the latest valuation was assessed. The field type is a Date in the format dd/mm/yyyy.

311. 'Internal/External Valuation' is the indicator as to whether the latest valuation was outsourced, or done internally. The field type is a Choice field populated by:

- (c) Internal
- (d) Outsourced

312. 'Type of Latest Valuation' is the type of the latest valuation for the property. The field type is a Choice field populated by:

- (a) Full Appraisal;
- (b) Drive-by;
- (c) Automated Valuation Model;
- (d) Indexed;
- (e) Desktop;
- (f) Managing or Estate Agent;

- (g) Purchase Price;
- (h) Hair Cut;
- (i) Mark to market;
- (j) Counterparties Valuation;
- (k) Other.

313. 'Provider of Latest Valuation' is the name of the external appraiser or managing or estate agent when 'Full Appraisal' or 'Managing or Estate Agent' is selected in field 'Type of Latest Valuation'. The field type is Text and the data field is expected to be treated as confidential for some countries.

314. 'Latest Estimated Rental Value' is the estimated annual gross rental value of the Unit when last assessed. The field type is a Number.

315. 'Current Annual Passing Rent' is the current annual passing rent charged to the tenants of the Unit as at the latest valuation date. The field type is a Number.

316. 'Current Opex and Overheads' is the total of the current annual operational expenses and overheads for the Unit as at the latest valuation date. The field type is a Number.

317. 'Planned CAPEX next 12m' is the current planned CAPEX for the next 12 months. The field type is a Number.

318. 'Current Net Operating Income' is the current annual net operating income generated by the property as at the latest valuation date. The field type is a Number.

319. 'Estimated Rental Void' is the estimated number of months the Unit is expected to be void. Where void is defined as a period where a landlord does not have a tenant paying rent. The field type is a Number.

320. 'Estimated Annual Void Cost' are the additional costs to 'Current Opex and Overheads' when the Units are vacant. The field type is a Number.

321. 'VAT Payable' is the indicator as to whether the VAT is payable on the disposal of the Unit. The field type is Boolean.

322. 'Party Liable for VAT' is the party who is liable to pay the VAT on the disposal of the Unit. Where the field type is a Choice populated by:

- (a) Institution;
- (b) Buyer(s);
- (c) Counterparty.

323. 'Amount of VAT Payable' is the amount of VAT payable on the disposal of the Unit. The field type is a Percentage.

324. 'Completion of Property' is the indicator as to whether the construction of the Unit is complete. The field type is Boolean.

325. 'Percentage Complete' is the percentage of development completed since construction started. This field is only applicable to the units in development. The field type is a percentage.

326. 'Value of Energy Performance Certificate' is the value stated on the Energy Performance Certificate as defined in the EU Energy Efficiency Directive 2012. Where the field type is a Choice populated by:

(a) A;

(b) B;

(c) C;

(d) D;

(e) E;

(f) F;

(g) G.

327. 'Provider of Energy Performance Certificate' is the name of the provider of the energy performance certificate. The field type is Text and the data field is expected to be treated as confidential for some countries.

328. 'Enforcement Status' is the indicator as to whether the units have entered into the enforcement process as at NPL Portfolio Cut-Off Date. The field type is Boolean.

329. 'Enforcement Status Third Parties' is the indicator as to whether any other secured creditors have taken steps to enforce security over the units as at NPL Portfolio Cut-Off Date. The field type is Boolean.

330. 'Enforcement Description' is a description of the stage of enforcement that the units is in. The field type is Text.

## 12. RELATIONSHIP – PROPERTY COLLATERAL

331. 'Protection Identifier' is the institution's internal identifier for the Property Collateral. Where immovable property is used as collateral for loans and is as defined in table F13 in Part 2 of Annex V to Implementing Regulation (EU) No 680/2014. The field type is Text.

332. 'Institution's internal identifier for the Loan Agreement' is the institution's internal identifier for the loan as defined in section 'Loan'. Where the Relationship table is added for demonstrating the relationships between loans and properties. The field type is Text.

333. 'Mortgage Identifier' is the institution's internal identifier for the Mortgage Agreement. The field type is Text.
334. 'Mortgage Amount' is the mortgage amount is defined as the mortgage lending value as per the Regulation (EU) No 575/2013, Article 4(74) CRR 126. The field type is a Number.
335. 'Lien Position' is the highest lien position(s) held by the Institution in relation to the Property. The field type is a Number.
336. 'Higher Ranking Loan' is the amount of higher ranking lien loan(s) secured against the property that are not held by the Institution. The field type is a Number.
337. 'Higher ranking Claimant' is the names of higher ranking claimant(s). The field type is Text.

### 13. LEASE

338. 'Lease Identifier' is the institution's internal identifier for the Lessee. The field type is Text.
339. 'Unit Identifier' is the institution's internal identifier for the Unit. The field type is Text.
340. 'Rent Coverage Ratio' is the ratio to measure how many times over the Counterparty could pay the rent using his annual income and is calculated by dividing the salary by the rent. The field type is a Number.
341. 'Written Formal Lease' is the indicator as to whether there is a written formal lease in place. The field type is Boolean.
342. 'Start Date of Lease' is the date that the current lease started. The field type is a Date in the format dd/mm/yyyy.
343. 'End Date of Lease' is the date that the current lease ends ended. Where the field type is a Date in the format dd/mm/yyyy.
344. 'Lease Break Option' are the details of any lease break clause(s). The field type is Text.
345. 'Type of Lease Break Option' is the type of lease break option. The field type is a Choice field populated by:
- (a) Tenant Unilateral;
  - (b) Landlord Unilateral;
  - (c) Mutual break clause.
346. 'Currency of Lease' is the currency that the lease is expressed in. The field type is a Choice field populated using ISO 4217 Currency Codes.

347. 'Type of Lease' is the type of the lease agreement with the Counterparty. The field type is a Choice field populated by:
- (a) Triple Net, where the Counterparty pays the base rental amount plus operating costs, including real estate taxes, insurance, maintenance, and repairs;
  - (b) Net-Net Lease, where the Counterparty pays the base rental amount, real estate taxes, and insurance premiums.
348. 'Current Annual Passing Rent' is the current annual rent paid by the Counterparty based on the lease agreement. Where the field choice is a Number.
349. 'Rent in Past-Due' is the amount of rent in past-due as at the NPL Portfolio Cut-Off Date. The field type is a Number.
350. 'Status of Lease Payment' is the arrears status of the lease payment as at the NPL Portfolio Cut-Off Date. The field type is a Choice field populated by:
- (a) 0-30 days;
  - (b) 31-60 days;
  - (c) 61-90 days;
  - (d) 90+ days past due.
351. 'Last Rent Review Date' is the date that the last rent review event happened. The field type is a Date in the format dd/mm/yyyy.
352. 'Next Rent Review Date' is the date that the next rent review event will happen. The field type is a Date in the format dd/mm/yyyy.
353. 'Rent Review Structure' is the methodology stated in the lease for rent reviews as per the Loan Agreement. Where an example would be where the rent is indexed to the area average and can't be decreased. The field type is Text.
354. 'Rent Review Interval' is the number of months between the next two rent review events. The field type is a Number.
355. 'Deposit Amount' is the amount of deposit paid by the Counterparty. The field type is a Number.
356. 'Currency of Deposit' is the currency that the deposit paid by the Counterparty is expressed in. The field type is a Choice field populated using ISO 4217 Currency Codes.

#### 14. 'NON-PROPERTY COLLATERAL

357. 'Protection Identifier' is the institution's internal identifier for the Non-Property Collateral. Where movable property is used as collateral for loans and is as defined

in table F13 in Part 2 of Annex V to Implementing Regulation (EU) No 680/2014. The field type is Text.

358. 'Legal Owner' is the legal owner of the collateral. The field type is Text and the data field is expected to be treated as confidential for some countries.

359. 'Type of Legal Owner' is the type of the legal owner. The field type is a Choice field, which is populated by list identified in the data field in Part II Section 2, 'Type of Sponsor'.

360. 'Registration Number' is the registration number or other unique identifier of the collateral. The field type is Text and the data field is expected to be treated as confidential for some countries.

361. 'Collateral Type' is the physical type of the collateral. The field type is a Choice field populated by:

- (a) Auto Mobile Vehicles;
- (b) Industrial Vehicles;
- (c) Commercial Trucks;
- (d) Rail Vehicles;
- (e) Nautical Commercial Vehicles;
- (f) Nautical Leisure Vehicles;
- (g) Aeroplanes;
- (h) Machine Tools;
- (i) Industrial Equipment;
- (j) Office Equipment;
- (k) Medical Equipment;
- (l) Energy Related Equipment;
- (m) Other Vehicles;
- (n) Other Equipment;
- (o) Other goods/inventory;
- (p) Securities;
- (q) Guarantee;
- (r) Life insurance;

- (s) Deposit;
- (t) Floating Charge;
- (u) Other financial asset.

362. 'Description' is a detailed description of the collateral. The field type is Text.

363. 'Currency of Collateral' is the currency that the valuation and cash flows related to the collateral are expressed in. The field type is a Choice field populated using ISO 4217 Currency Codes.

364. 'Guarantee Amount' is the total potential claim amount of the guarantee guarantee when 'Guarantee' is selected in field 'Collateral Type'. The field type is a Number.

365. 'Activation of Guarantee' is the indicator as to whether the guarantee has been activated when 'Guarantee' is selected in field 'Collateral Type'. The field type is Boolean.

366. 'Initial Valuation Amount' is the value of the collateral assessed at loan origination. The field type is a Number.

367. 'Date of Initial Valuation' is the date at which the initial valuation was assessed. The field type is a Date in the format dd/mm/yyyy.

368. 'Type of Initial Valuation' is the type of the initial valuation. The field type is a Choice field populated by:

- (a) Full Appraisal;
- (b) Drive-by;
- (c) Automated Valuation Model;
- (d) Indexed;
- (e) Desktop;
- (f) Managing or Estate Agent;
- (g) Purchase Price;
- (h) Hair Cut;
- (i) Mark to market;
- (j) Counterparties Valuation;
- (k) Other.

369. 'Initial Residual Value' is the estimated residual value of the collateral at loan origination. Residual value refers to how much the collateral was expected to be worth at end of the loan term. The field type is a Number.
370. 'Initial Residual Valuation Date' is the date at which the initial residual value of the collateral was assessed. Residual value refers to how much the collateral was expected to be worth at end of the loan term. The field type is a Date in the format dd/mm/yyyy.
371. 'Latest Valuation Amount' is the value of the collateral when last assessed. The field type is a Number.
372. 'Date of Latest Valuation' is the date that the latest valuation took place. The field type is a Date in the format dd/mm/yyyy.
373. 'Type of Latest Valuation' is the type of the latest valuation for the collateral. The field type is a Choice field populated by the fields listed in the data field, 'Type of Initial Valuation'.
374. 'Latest Residual Value' is the estimated residual value of the collateral when last assessed, residual value refers to how much the collateral will be worth at end of the loan term. The field type is a Number.
375. 'Date of the Latest Residual Valuation' is the date that the latest residual value of the collateral was assessed. Residual value refers to how much the collateral is expected to be worth at end of the loan term. The field type is a Date in the format dd/mm/yyyy.
376. 'Current Opex and Overheads' are the current annual operational expenses and overheads of running the collateral as at the NPL Portfolio Cut-Off Date. The field type is a Number.
377. 'Asset Purchase Obligation' is the indicator as to whether there is an obligation for the Counterparty to purchase the collateral at the end of the lease. The field type is Boolean.
378. 'Option to Buy Price' is the amount the Counterparty will pay at the end of the lease in order to take ownership of the collateral. The field type is a Number.
379. 'Year of Registration' is the year that the collateral was registered. The field type is a Date in the format yyyy.
380. 'Configuration' is the specification and option list of the collateral. The field type is Text.
381. 'Original Country of Registration' is the country that the collateral was originally registered in. The field type is a Choice field populated using ISO 3166 ALPHA-2.
382. 'Current Country of Registration' is the country that the collateral is currently registered in as at NPL Portfolio Cut-Off Date. The field type is a Choice field populated using ISO 3166 ALPHA-2.

383. 'Estimated Useful Life' is the estimated remaining useful life of the unit as at the NPL Portfolio Cut-Off Date. The field type is a Number.
384. 'Year of Manufacture' is the year that the unit was manufactured or first sold. The field type is a Date in the format yyyy.
385. 'Manufacturer of Collateral' is the name used to refer to the manufacturer of the collateral. The field type is Text.
386. 'Name or Model of Collateral' is the name or model of the collateral. The field type is Text.
387. 'Engine Size' is the engine size (litres) of the collateral. The field type is a Number.
388. 'New Or Used' is the condition of the collateral at loan origination. Where the field type is a Choice populated by:
- (a) New;
  - (b) Used.
389. 'Collateral Insurance' is the indicator as to whether there is an insurance policy on the collateral. The field type is Boolean.
390. 'Collateral Insurance Coverage Amount' is the amount that the collateral insurance covers. The field type is a Number.
391. 'Collateral Insurance Provider' is the name of the collateral insurance provider. The field type is Text and the data field is expected to be treated as confidential for some countries.
392. 'Enforcement Status' is the indicator as to whether the Non-Property Collateral has entered into the enforcement process as at the NPL Portfolio Cut-Off Date. The field type is Boolean.
393. 'Enforcement Status Third Parties' is the indicator as to whether the Non-Property Collateral has been enforced on by third parties as at the NPL Portfolio Cut-Off Date. The field type is Boolean.
394. 'Enforcement Description' is a description of the stage of enforcement that the Property Collateral is in. The field type is Text.

## 15. RELATIONSHIP – NON-PROPERTY COLLATERAL

395. 'Protection Identifier' is the institution's internal identifier for the Non-Property collateral. Where movable property is used as collateral for Loans and is as defined in table F13 in Part 2 of Annex V to Implementing Regulation (EU) No 680/2014. The field type is Text.
396. 'Institution's internal identifier for the Loan Agreement' is the institution's internal identifier for the loan as defined in section 'Loan'. Where the Relationship table is

added for demonstrating the relationships between loans and collaterals. Where Loan: is defined in Part 1 in Annex V to Implementing Regulation (EU) No 680/2014. The field type is Text.

397. 'Lien Position' is the highest lien position(s) held by the Institution in relation to the Non-Property Collateral. The field type is a Number.

398. 'Higher Ranking Loan' is the amount of higher ranking lien loans secured against the Non-Property Collateral that is not held by the Institution and does not form a part of the NPL Portfolio. The field type is a Number.

399. 'Higher Ranking Claimant' is the names of higher ranking claimant(s). The field type is Text.

## 16. ENFORCEMENT

400. 'Protection Identifier' is the institution's internal identifier for the Property or Non-Property Collateral, as defined in Part 2 of Annex V to Implementing Regulation (EU) No 680/2014. The field type is Text.

401. 'Name of Legal Firm' is the name of legal firm acting on behalf of the Institution. The field type is Text and the data field is expected to be treated as confidential for all countries.

402. 'Jurisdiction of Court' is the location of the court where the case is being heard in. The field type is a Choice field populated using ISO 3166 ALPHA-2.

403. 'Currency of Enforcement' is the currency that the items related to enforcement are expressed in. The field type is a Choice field populated using ISO 4217 Currency Codes.

404. 'Indicator of Enforcement' is the indicator as to whether the enforcement process has been entered into by the Corporate or Private Individual Counterparty. The field type is Boolean.

405. 'Enforcement Description' is a description of the stage of enforcement that the Property Collateral is in. The field type is Text.

406. 'Court Auction Identifier' is the unique identifier for the auction process. The field type is Text and the data field is expected to be treated as confidential for all countries.

407. 'Court Appraisal Amount' is the court appraisal of the property or collateral. The field type is a Number.

408. 'Date of Court Appraisal' is the date that the court appraisal occurred. The field type is a Date in the format dd/mm/yyyy.

409. 'Current Market Status' is the current market status of the property or collateral as at the NPL Portfolio Cut-Off Date. Where the field type is choice field populated by:

(a) On the market, is when the collateral is advertised and marketed for sale;

(b) Off the market, is when the collateral is not marketed or up for sale.

410. 'On Market Price' is the price of the property or collateral for which it is on the market. The field type is a Number.

411. 'Offer Price' is the highest price offered by potential buyers. The field type is a Number.

412. 'Sale Agreed Price' is the agreed price for the disposal of the property or collateral. The field type is a Number.

413. 'Gross Sale Proceeds' is the gross sale proceeds including the sales proceeds and the costs incurred from the disposal. The field type is a Number.

414. 'Costs at End of Sale' is the total costs accrued to the seller at end of sale process. The field type is a Number.

415. 'Net Sale Proceeds' are the net sale proceeds. The field type is a Number.

416. 'Costs Accrued to Buyer' is the costs accrued to the buyer. The field type is a Number.

417. 'Prepare Property for Sale Date' is the date that the property is prepared for sale. The field type is a Date in the format dd/mm/yyyy.

418. 'Property on Market Date' is the date when the property is on the market. The field type is a Date in the format dd/mm/yyyy.

419. 'On Market Offer Date' is the on market offer date. The field type is a Date in the format dd/mm/yyyy.

420. 'Sale Agreed Date' is the sale agreed date. The field type is a Date in the format dd/mm/yyyy.

421. 'Contracted Date' is the contracted date. The field type is a Date in the format dd/mm/yyyy.

422. 'Sold Date' is the date that the property was sold. The field type is a Date in the format dd/mm/yyyy.

423. 'First Auction Date' is the date of the first auction in order to sell the Property or Collateral. The field type is a Date in the format dd/mm/yyyy.

424. 'Court Auction Reserve Price for First Auction' is the court set reserve price for the first auction, i.e. minimum price required by the court. The field type is a Number.

425. 'Next Auction Date' is the date of the next intended auction to sell the property or non-property collateral. The field type is a Date in the format dd/mm/yyyy.

426. 'Court Auction Reserve Price for Next Auction' is the court set reserve price for next auction. The amount is the minimum price required by the court. The field type is a Number.
427. 'Last Auction Date' is the date that the last auction was performed in order to sell the property or collateral. The field type is a Date in the format dd/mm/yyyy.
428. 'Court Auction Reserve Price for Last Auction' is the court set reserve price for last auction. This is the minimum price required by the court. The field type is a Number.
429. 'Number of Failed Auctions' are the number of failed previous auctions for the property or collateral. The field type is a Number.
430. 'Funds Remitted Partial Date' is the date that the funds were remitted partially. The field type is a Number is the format dd/mm/yyyy.
431. 'Funds Remitted Full Date' is the date that the funds were remitted fully. The field type is a Date in the format dd/mm/yyyy.
432. 'Indicator of Receivership' is the indicator as to whether the Corporate or Private Individual Counterparty is in receivership. The field type is Boolean.
433. 'Name of Receiver' is the name of the receiver appointed. The field type is Text and the data field is expected to be treated as confidential for all countries.
434. 'Date of Receiver Appointment' is the date that the receiver was appointed. The field type is a Date in the format dd/mm/yyyy.
435. 'Fees of Receivership' is the annual fees charged by the receiver. The field type is a Number.
436. 'Insurance' is the indicator as to whether the receiver has insured the property or collateral. The field type is Boolean.
437. 'Insurance Provider' is the name of the insurance provider. The field type is Text and the data field is expected to be treated as confidential for some countries.
438. 'Insurance Coverage Amount' is the amount that the insurance covers. The field type is a Number.
439. 'Annual Insurance Payment' is the annual insurance payment to be paid by receiver. The field type is a Number.
440. 'Date Next Insurance Payment Is Due' is the date that the next insurance payment is due. The field type is a Date in the format dd/mm/yyyy.
441. 'Amount of Outstanding Liabilities' are the amount of accrued costs and fees paid by the receiver and to be invoiced to the Institution. The field type is a Number.

442. 'Other ongoing Enforcement Proceedings' are further comments or details if there are other proceedings in place. The field type is Text.

## 17. SWAP

443. 'Swap Identifier' is the unique swap identifier. The field type is Text.

444. 'Institution's internal identifier for the Loan Agreement' is the unique loan identifier. The field type is Text.

445. 'Type of Swap' is the type of the swap, i.e. currency swap and interest rate swap. The swap is at a transaction level as seen in corporate and commercial loans. The field type is a Choice field to be populated by:

- (a) Interest Rate Swap;
- (b) Currency Swap;
- (c) Credit Default swap.

446. 'Start Date of Swap' is the date that the swap starts. The field type is a Date in the format dd/mm/yyyy.

447. 'End Date of Swap' is the date that the Swap matures. The field type is a Date in the format dd/mm/yyyy.

448. 'Currency of Swap' is the currency that the swap is expressed in when 'Interest Rate Swap' is selected in field 'Type of Swap'. The field type is a Choice field populated using ISO 4217 Currency Codes.

449. 'Current Notional' is the current notional amount of the swap. The field type is a Number.

450. 'Type of Interest Rate – Institution' is the type of interest rate for Institution, i.e. Fixed, LIBOR and EURIBOR, when 'Interest Rate Swap' is selected in field 'Type of Swap'. The field type is Text.

451. 'Interest Rate of Institution Leg' is the current level of the interest rate for the leg of the Institution when 'Interest Rate Swap' is selected in field 'Type of Swap'. The field type is a Percentage.

452. 'Type of Interest Rate of Counterparty Leg' is the type of interest rate for the Counterparty, i.e. Fixed, LIBOR and EURIBOR when 'Interest Rate Swap' is selected in field 'Type of Swap'. The field type is Text.

453. 'Interest Rate of Counterparty Leg' is the current level of the interest rate for the leg of the Counterparty when 'Interest Rate Swap' is selected in field 'Type of Swap'. The field type is a Percentage.

454. 'Interest Rate Cap' is the maximum rate charged on the swap when 'Interest Rate Swap' is selected in field 'Type of Swap'. The field type is a Percentage.
455. 'Interest Rate Floor' is the minimum rate charged on the swap when 'Interest Rate Swap' is selected in field 'Type of Swap'. The field type is a Percentage.
456. 'Currency of Institution Leg' is the currency of the leg of the Institution when 'Currency Swap' is selected in field 'Type of Swap'. The field type is a Choice field populated using ISO 4217 Currency Codes.
457. 'Currency of Counterparty Leg' is the currency of the leg of the Counterparty when 'Currency Swap' is selected in field 'Type of Swap'. The field type is a Choice field populated using ISO 4217 Currency Codes.
458. 'Mark to Market' is the amount of mark to market of the swap as at the NPL Portfolio Cut-Off Date. The field type is a Number.
459. 'Notional Schedule' is the amortisation profile of the swap from the NPL Portfolio Cut-off until maturity. Where each monthly notional is presented in a separate column. The field type is a Number.

## **ANNEX 1: COUNTERPARTY COUNTRY SPECIFIC LEGAL PROCEEDINGS**

With reference to the country specific fields in Section 4 the following fields explain the methodology to use when filling out the Choice and then Text fields:

- 97 'Current status of legal procedure' is the status of the legal procedure, depending on the country where the Counterparty is located. Where the field type is a Choice field dependent on the country 1. 2. 3. Etc. These Choice fields are detailed in this appendix as (a), (b), (c) etc.
- 98 'Description of Current Status of Legal Procedure' is a description of the current status of the legal procedure depending on the country where the Counterparty is. Where the field type is a Text field depended on the country 1. 2. 3. Etc. Some indication of what is required as text is highlighted, in this appendix as (1), (2), (3) etc.

## AUSTRIA

1. Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Austria'.
  - 1.1 Where 'Corporate Restructuring Procedures' or 'Partnership Restructuring Procedures' is selected for 'Legal Procedure Type'.
    - (a) 'Reorganisationsverfahren nach dem Unternehmensreorganisationsgesetz' is the reorganisation proceedings under the Business Reorganisation Act
      - (1) The Corporate is insolvent, therefore reorganisation has not been approved
      - (2) The Corporate is solvent, and reorganisation has not been approved
      - (3) The Corporate is solvent, and reorganisation has been approved
  - 1.2 Where 'Corporate Insolvency procedure' or 'Partnership Insolvency Procedure' is selected for 'Legal Procedure Type'.
    - (a) 'Das Konkursverfahren (Insolvenzverfahren)' is the bankruptcy proceedings
      - (1) An insolvency administrator has not been appointed by the court
      - (2) An insolvency administrator has been appointed by the court
    - (b) 'Das Sanierungsverfahren ohne Eigenverwaltung (Insolvenzverfahren)' is the reorganisation proceedings without self-administration
      - (3) The debtor has not made an application to the court to file for debtor-initiated reorganisation proceedings
      - (4) The debtor has made an application to the court to file for debtor-initiated reorganisation proceedings
      - (5) The debtor has delivered a reorganisation plan
      - (6) The debtor has had their plan rejected, therefore the reorganisation is converted to bankruptcy
      - (7) The debtor has had their plan approved, therefore insolvency proceedings are terminated
    - (c) 'Das Sanierungsverfahren mit Eigenverwaltung (Insolvenzverfahren)' is the reorganisation proceedings with self-administration
      - (8) The debtor continues to be managed by themselves and an insolvency administrator is appointed by the court to supervise the proceedings
      - (9) The debtor has delivered a reorganisation plan

- (10) The debtor has had their plan rejected, therefore the reorganisation is converted to bankruptcy
  - (11) The debtor has had their plan approved, therefore insolvency proceedings are terminated
- (d) 'Das Ausgleichsverfahren' is the composition proceedings
- (12) See legal proceeding stages for 'Das Sanierungsverfahren mit Eigenverwaltung (Insolvenzverfahren)' the replacement to 'Das Ausgleichsverfahren'
- 1.3 Where 'Private Individual Counterparty Debt Compromise Procedures' is selected for 'Legal Procedure Type'.
- (a) 'Das Schuldenregulierungsverfahren' is the debt settlement proceedings, a sub-form of insolvency proceedings, which are compulsory for insolvent natural persons
    - (1) The debtor has offered their creditors a settlement plan
    - (2) The debtor has had their settlement plan rejected and has not requested anything further
    - (3) The debtor has had their settlement plan rejected and has requested that proceedings for income levy with subsequent debt discharge are initiated
    - (4) The debtor has had their settlement plan approved and will continue to manage their assets
- 1.4 Where 'Private Individual Counterparty Insolvency Procedures' is selected for 'Legal Procedure Type'.
- (a) 'Das Konkursverfahren (Insolvenzverfahren)' is the bankruptcy proceedings
    - (1) An insolvency administrator has not been appointed by the court
    - (2) An insolvency administrator has been appointed by the court
  - (b) 'Das Abschöpfungsverfahren' is the proceedings for a levy on income
    - (3) For entrepreneurs: an out-of-court settlement has not been agreed. A levy on income cannot be pursued
    - (4) For entrepreneurs: an out-of-court settlement has been agreed, which allows for a levy on income
    - (5) An income levy plan has been approved which will terminate insolvency automatically
    - (6) An income levy plan has been rejected

## BELGIUM

2. Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Belgium'.
  - 2.1 Where 'Corporate Restructuring Procedures', 'Partnership Restructuring Procedures' or 'Private Individual Counterparty Debt Compromise Procedure' is selected for 'Legal Procedure Type'.
    - (a) 'Gerechtelijke reorganisatie door een minnelijk akkoord' (Dutch)/ 'La réorganisation judiciaire par accord amiable' (French) is a judicial reorganisation through an amicable settlement where the debtor remains control of their affairs
      - (1) The debtor has not initiated a judicial reorganisation procedure
      - (2) The debtor has initiated a judicial reorganisation procedure
      - (3) An Amicable Settlement has been entered into by the debtor, which provides for the debtor to agree a payment plan with a limited number (two or more) of creditors
    - (b) 'Gerechtelijke reorganisatie door een collectief akkoord' (Dutch)/ 'Réorganisation judiciaire par accord collectif' (French) is a judicial reorganisation through a collective settlement
      - (4) A Collective Settlement has been entered into by the debtor, where a payment plan has been proposed to creditors
      - (5) Creditors have voted in favour, and therefore the payment plan is now binding
    - (c) 'Gerechtelijke reorganisatie door overdracht onder gerechtelijk gezag' (Dutch)/ 'Réorganisation judiciaire par transfert sous autorité de justice' (French) is a judicial reorganisation through a transfer of assets under court supervision
      - (6) Assets are transferred under court supervision whole or in part
    - (d) 'Ondernemingsbemiddelaar' (Dutch)/ 'Médiateur d'entreprise' (French) is a business mediator
      - (7) The court has appointed a business mediator
      - (8) The court has not appointed a business mediator
    - (e) 'Voorlopig bewindvoerder', 'voorlopig bestuurder' or 'mandataris ad hoc' (Dutch)/ 'administrateur provisoire' or 'mandataire ad hoc' (French) is the provisional administrator

- (9) A provisional administrator has not been appointed to manage the Corporate
- (10) A provisional administrator has been appointed to manage the Corporate
- (f) 'Gerechtsmandataris' (Dutch)/ 'mandataire de justice' (French) is a court-appointed administrator
  - (11) A court-appointed administrator has not been appointed to manage the Corporate
  - (12) A court-appointed administrator has been appointed to manage the Corporate
- (g) 'Minnelijk akkoord' (Dutch)/ 'Accord amiable' (French) is an amicable settlement
  - (13) A Corporate has not agreed with its creditors on a payment plan outside of the formal reorganisation
  - (14) A Corporate has agreed with its creditors on a payment plan outside of the formal reorganisation

2.2 Where 'Corporate Insolvency Procedures' or 'Partnership Insolvency Procedures' is selected for 'Legal Procedure Type'.

- (a) 'Faillissement' (Dutch)/ 'Faillite' (French) is bankruptcy
  - (1) A creditor or Public Prosecutor has applied to the court for an order of bankruptcy for the debtor
  - (2) The debtor is declared bankrupt
  - (3) A receiver has been appointed by the court to administer, liquidate and distribute the proceeds to the estate
  - (4) The debtor has had all proceeds distributed to creditors
- (b) 'Vrijwillige vereffening' (Dutch)/ 'Liquidation volontaire' (French) is a voluntary liquidation
  - (5) The shareholders have decided to dissolve the Corporate and go into liquidation
  - (6) The liquidator has been appointed who will administer, liquidate and distribute the proceeds to the estate
- (c) 'Gerechtelijke vereffening' (Dutch)/ 'Liquidation judiciaire' (French) is a judicial liquidation

- (7) The court has ordered for a liquidator to be appointed for the dissolution and liquidation of the debtor
- (8) The liquidator has realised the assets and distributed the proceeds to creditors
- (9) The creditors have issued a bankruptcy petition
- (d) 'Voorlopige ontneming van het beheer, bepaald in artikel 8 van de faillissementswet' (Dutch)/ 'Dessaisissement provisoire visé à l'article 8 de la loi sur les faillites' (French) is provisional administration pursuant to Article 8 of the Bankruptcy Act
  - (10) A provisional administrator has been appointed to manage the Corporate entity
  - (11) A provisional administrator has not been appointed to manage the Corporate entity

2.3 Where 'Private Individual Counterparty Insolvency Procedures' is selected for 'Legal Procedure Type'.

- (a) 'Collectieve schuldenregeling' (Dutch)/ 'Règlement collectif de dettes' (French) is a collective debt settlement
  - (1) A debt mediator has not been appointed to be in charge of the Private Individual debtor assets
  - (2) A debt mediator ('schuldbemiddelaar' in Dutch and 'médiateur de dettes' in French) has been appointed to be in charge of the Private Individual debtor assets
  - (3) A debt mediator has agreed a payment plan with creditors
- (b) 'Faillissement' (Dutch)/ 'Faillite' (French) is bankruptcy
  - (4) A creditor or Public Prosecutor has applied to the court for an order of bankruptcy for the debtor
  - (5) The debtor has been declared bankrupt
  - (6) A receiver has been appointed by the court to administer, liquidate and distribute the proceeds to the estate
  - (7) The debtor has had all proceeds distributed
- (c) 'Voorlopige ontneming van het beheer, bepaald in artikel 8 van de faillissementswet' (Dutch)/ 'Dessaisissement provisoire visé à l'article 8 de la loi sur les faillites' (French) is provisional administration pursuant to Article 8 of the Bankruptcy Act

- (8) A provisional administrator has not been appointed to manage the Corporate entity
- (9) A provisional administrator has been appointed to manage the Corporate entity

## **BULGARIA**

3. Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Bulgaria'.

## **CROATIA**

4. Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Croatia'.

## CZECH REPUBLIC

5. Where the country selected in ‘Country of Registered Location’ for the Corporate Counterparty or Partnership and ‘Country of Residence’ for the Private Individual Counterpart is ‘Czech Republic’.

5.1 Where ‘Corporate Restructuring Procedures’ is selected for ‘Legal Procedure Type’.

(a) ‘Reorganizace’ is a reorganisation

- (1) The debtor has not submitted a reorganisation plan, but plans to
- (2) The debtor has submitted a reorganisation plan
- (3) The reorganisation plan has been approved by all of the debtor’s secured creditors and a majority of its unsecured creditors
- (4) The court has appointed an insolvency administrator to supervise the plan
- (5) Once the court has accepted the plan, Creditors begin to enforce on their assets as per the plans terms and conditions

5.2 Where ‘Corporate Insolvency Procedures’ or ‘Private Individual Counterparty Insolvency Procedures’.

(a) ‘Konkurs’ is bankruptcy

- (1) An insolvency petition has been filed by a debtor or creditor at court
- (2) Insolvency has been declared by the court
- (3) An insolvency trustee has been appointed to realise the debtor’s assets and distribute the proceeds
- (4) For Natural Persons and Small Corporates: The court has ordered bankruptcy

5.3 Where ‘Private Individual Counterparty Debt Compromise Procedures’ is selected for ‘Legal Procedure Type’.

(a) ‘Oddluzeni’ is debt relief procedure

- (1) The Natural Person has not qualified for the debt relief procedure
- (2) The Natural Person has qualified for the debt relief procedure

## DENMARK

6. Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Denmark'.
  - 6.1 Where 'Corporate Restructuring Procedures' is selected for 'Legal Procedure Type'. The field 'Status of Legal Procedure' is not applicable to Denmark and therefore is not filled.
  - 6.2 Where 'Corporate Insolvency Procedures' or 'Partnership Insolvency Procedures' is selected for 'Legal Procedure Type'.
    - (a) 'Rekonstruktion' is a restructuring procedure
      - (1) The bankruptcy court has initiated restructuring
      - (2) A restructuring administrator and a restructuring accountant have been appointed by the bankruptcy court to oversee the ongoing business
      - (3) The creditors agree to the restructuring plan
      - (4) The creditors do not agree to the restructuring plan and the debtor is automatically declared bankrupt
    - (b) 'Konkurs' is bankruptcy
      - (5) The entity is insolvent and winding up has commenced
      - (6) A trustee has been appointed to liquidate and distribute the proceeds
  - 6.3 Where 'Private Individual Counterparty Debt compromise' Procedures' is selected for 'Legal Procedure Type'.
    - (a) 'Gaeldssanering' is debt rescheduling
      - (1) The Natural Person has a insolvency practitioner appointed by the bankruptcy court
      - (2) The insolvency practitioner does not recommend a debt rescheduling
      - (3) The insolvency practitioner recommends a debt rescheduling
  - 6.4 Where 'Private Individual Counterparty Debt compromise' Procedures' is selected for 'Legal Procedure Type', the field 'Current Status of Legal Procedure' is not applicable to Denmark and therefore is not filled.
7. Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Estonia'.

## ESTONIA

8. Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Finland'.
  - 8.1 Where 'Corporate Restructuring Procedures' or 'Partnership Restructuring Procedures' is selected for 'Legal Procedure Type'.
    - (a) 'Yrityssaneeraus' is the Restructuring of the Enterprise
      - (1) A petition for restructuring is filed
      - (2) The restructuring plan is not approved
      - (3) The restructuring plan is approved
  - 8.2 Where 'Corporate Insolvency Procedures', 'Private Individual Counterparty Insolvency Procedures' or 'Partnership Insolvency Procedures' is selected for 'Legal Procedure Type'.
    - (a) 'KonKurssi' is the Bankruptcy proceedings
      - (1) An administrator has not been appointed
      - (2) An administrator is appointed
      - (3) The assets have not been sold by the administrator
      - (4) The assets have been sold by the administrator
    - (b) 'Ulosotto' is the Execution within Insolvency proceedings
      - (5) An execution officer has not been appointed
      - (6) An execution officer is appointed
      - (7) Assets have not been sold by the execution officer
      - (8) Assets have been sold by the execution officer
  - 8.3 Where 'Private Individual Counterparty Debt Compromise Procedures' is selected for 'Legal Procedure Type'.
    - (a) 'Yksityishenkilön velkajärjestely' is the Adjustment of the Debts of a Private Individual counterparty
      - (1) A receiver is appointed to provide for an arrangement of debts
      - (2) The debtor is within the period to create a payment schedule
      - (3) A payment arrangement has not been approved by the court

- (4) A payment arrangement has been approved by the court
- (5) The payment schedule has not been complied with by the debtor
- (6) The payment schedule has been complied with by the debtor

## FRANCE

9. Where the country selected in ‘Country of Registered Location’ for the Corporate Counterparty or Partnership and ‘Country of Residence’ for the Private Individual Counterparty is ‘France’.
  - 9.1 Where ‘Corporate Restructuring Procedures’, ‘Private Individual Counterparty Debt Compromise Procedures’, ‘Private Individual Counterparty Insolvency Procedures’ is selected for ‘Legal Procedure Type’.
    - (a) ‘Mandat ad hoc’ is the preventative composition with creditors – ad hoc proceedings
      - (1) An insolvency practitioner has not yet been appointed
      - (2) An insolvency practitioner has been appointed
    - (b) ‘Conciliation’ is the Preventative composition with creditors – conciliation
      - (3) A conciliateur has been appointed by the court
      - (4) A pre-pack plan has been agreed by the conciliateur and the creditors
      - (5) Currently no plan has been agreed
    - (c) ‘Sauvegarde’ is the Preventative debt and business restructuring procedure – Safeguard proceedings
      - (6) The counterparty is in the observation period imposed by the court
      - (7) A ‘Plan de sauvegarde’ is composed
      - (8) A ‘redressment judiciaire’ is opened if rescue is possible
      - (9) A ‘Liquidation judiciaire’ is opened if rescue is impossible
    - (d) ‘Sauvegarde accélérée’ is the Accelerated debt and business restructuring procedure (pre-pack plan)
      - (10) A pre-pack plan has not been made
      - (11) A pre-pack plan has been made
    - (e) ‘Sauvegarde financière accélérée’ is the financial creditors debt restructuring agreement – financial debt restructuring prepack plan
      - (12) A pre-pack plan has not been made for financial creditors
      - (13) A pre-pack plan has been made for financial creditors only

9.2 Where ‘Corporate Insolvency Procedures’, ‘Private Individual Counterparty Debt Compromise Procedures’, ‘Private Individual Counterparty Insolvency Procedures’ is selected for ‘Legal Procedure Type’.

(a) ‘Redressement judiciaire’ is a judicial reorganisation

- (1) The Counterparty is in the observation period imposed by the court
- (2) A reorganisation plan is formed by the ‘administrateur judiciaire’
- (3) The reorganisation plan has not been approved
- (4) The reorganisation plan has been approved

(b) ‘Liquidation judiciaire’ is the judicial liquidation or bankruptcy proceedings

- (5) ‘Liquidateur judiciaire’ is appointed to conclude the debtor’s business activities and sell its assets
- (6) All proceeds have been distributed to creditors
- (7) Costs bankruptcy or judicial reorganisation outweigh the benefits for the creditors therefore bankruptcy/liquidation has discontinued

9.3 Where ‘Partnership Restructuring Procedures’ is selected for ‘Legal Procedure Type’, the field ‘Status of legal procedure’ is not applicable to France and therefore is not filled.

9.4 Where ‘Partnership Insolvency Procedures’ is selected for ‘Legal Procedure Type’, the field ‘Status of legal procedure’ is not applicable to France and therefore is not filled.

## GERMANY

10. Where the country selected in ‘Country of Registered Location’ for the Corporate Member or Partnership and ‘Country of Residence’ for the Private Individual Counterparty is ‘Germany’.

10.1 The field Where ‘Corporate Restructuring Procedures’ or ‘Partnership Restructuring Procedures’ is selected for ‘Legal Procedure Type’.

(a) ‘Präventive Restrukturierungsrahmen (Vorschlag für EU Richtlinie)’ is the Preventative restructuring regime

(1) Debtor has not entered into restructuring procedures

(2) Debtor has entered into restructuring procedures

10.2 Where ‘Corporate Insolvency Procedures’ is selected for ‘Legal Procedure Type’.

(a) ‘Insolvenzverfahren’ is (ordinary) insolvency proceeding

(1) A legal entity (‘Juritische Person’), partnership (‘Gesellschaft ohne Rechtspersönlichkeit’) or Natural Person (not a consumer) has not yet filed an insolvency petition with the insolvency court

(2) A legal entity (‘Juritische Person’), partnership (‘Gesellschaft ohne Rechtspersönlichkeit’) or Natural Person (not a consumer) has filed an insolvency petition with the insolvency court

(3) The insolvency administrator has not paid or distributed assets to creditors

(4) The insolvency administrator has paid or distributed assets to creditors

(b) ‘Eigenverwaltung’ is a Debtor-in-possession (DIP) proceeding

(5) A legal entity (‘Juritische Person’), partnership (‘Gesellschaft ohne Rechtspersönlichkeit’) or Natural Person (not a consumer) has not applied to court for permission to manage and dispose of its insolvent estate themselves

(6) A legal entity (‘Juritische Person’), partnership (‘Gesellschaft ohne Rechtspersönlichkeit’) or Natural Person (not a consumer) has applied to court for permission to manage and dispose of its insolvent estate themselves

(c) ‘Insolvenzplanverfahren’ is a Insolvency plan proceeding

(7) The debtor has not entered into a restructuring outside of the German Insolvency Code

(8) The debtor has entered into a restructuring outside of the German Insolvency Code

- (9) The debtor has not had their insolvency plan confirmed by court
  - (10) The debtor has had their insolvency plan confirmed by court
  - (d) 'Schutzschirmverfahren' is a protective shield proceeding
    - (11) The debtor has been granted a moratorium to develop an insolvency plan
    - (12) The debtor has not granted a moratorium to develop an insolvency plan
- 10.3 Where 'Private Individual Counterparty Debt Compromise Procedures' is selected for 'Legal Procedure Type', the field 'Status of Legal Procedure' is not applicable to Germany and therefore is not filled.
- 10.4 Where 'Private Individual Counterparty Insolvency Procedures' is selected for 'Legal Procedure Type'.
- (a) 'Verbraucherinsolvenzverfahren' is a consumer insolvency proceeding
    - (1) The consumer is pursuing an out-of-court settlement ('außergerichtlicher Einigungsversuch')
    - (2) The consumer is pursuing a judicial debt settlement plan ('gerichtlicher Schuldenbereinigungsplan')
    - (3) The consumer is pursuing residual-debt exemption proceedings ('Restschuldbefreiungsverfahren')
    - (4) The consumer has not pursued any of the above
  - (b) 'Insolvenzverfahren' is an (Ordinary) Insolvency proceeding
    - (5) The Natural person (not consumers) is pursuing an out-of-court settlement ('Solo-Selbständige')
    - (6) A self-employed person is pursuing residual-debt exemption proceedings ('Restschuldbefreiungsverfahren')
    - (7) The Natural person or self-employed person has not pursued any of the above
  - (c) 'Eigenverwaltung' is a Debtor-in-possession (DIP) proceeding
    - (8) The Natural person is pursuing an out-of-court settlement ('Solo-Selbständige')
    - (9) A self-employed person is pursuing residual-debt exemption proceedings ('Restschuldbefreiungsverfahren')
    - (10) The Natural person or self-employed person has not pursued any of the above

- (d) 'Schutzschirmverfahren' is a protective shield proceeding
  - (11) The Natural person is pursuing an out-of-court settlement ('Solo-Selbständige')
  - (12) A self-employed person is pursuing residual-debt exemption proceedings ('Restschuldbefreiungsverfahren')
  - (13) The Natural person or self-employed person has not pursued any of the above

## GREECE

11. Where the country selected in ‘Country of Registered Location’ for the Corporate Counterparty or Partnership and ‘Country of Residence’ for the Private Individual Counterpart is ‘Greece’.

11.1 Where ‘Corporate Restructuring Procedures’ or ‘Partnership Restructuring Procedure’ is selected for ‘Legal Procedure Type’.

- (a) ‘Η ειδική εκκαθάριση εν λειτουργία (ΠτΚ Αρθ 106 ια) ΚΑΤΑΡΓΗΣΗ ΑΡΘΡΟΥ’ is a special liquidation (Now abolished)
- (1) A special liquidation procedure has not been opened by the debtor or creditor
  - (2) A special liquidation procedure has been opened by the debtor or creditor
  - (3) The court has appointed a special liquidator
  - (4) A public tender has opened for the sale of any part of the business
- (b) ‘Θεσμός έκτακτης διαχείρισης (Ν. 4307/2014)’ is a special administration procedure
- (5) A petition has not been filed to the court by the debtors creditors
  - (6) A petition has been filed to the court by the debtors creditors
  - (7) A special administrator has been appointed to manage the business
  - (8) The assets have been transferred to a third party through public auction
- (c) ‘ΕΚΤΑΚΤΗ ΔΙΑΔΙΚΑΣΙΑ ΡΥΘΜΙΣΗΣ ΥΠΟΧΡΕΩΣΕΩΝ ΕΜΠΟΡΩΝ (ΜΕ ΔΕΣΜΕΥΤΙΚΗ ΔΥΝΑΜΗ ΓΙΑ ΤΟ ΣΥΝΟΛΟ ΤΩΝ ΠΙΣΤΩΤΩΝ)’ is a special process for the settlement of commercial debt
- (9) An agreement has not been formed between the debtors and creditors
  - (10) An agreement has been formed between the debtors and creditors
  - (11) The creditor has consented to the plan
  - (12) The court has ratified the agreement, therefore the agreement is bound
- (d) ‘Rehabilitation plan’
- (13) The debtors has not entered into a plan
  - (14) The debtor has entered into a rehabilitation plan with the creditors to avoid bankruptcy
  - (15) For rehabilitation: a mediator is appointed

- (16) The plan has been ratified by the court, for the plan to be binding on all creditors
- (17) The sale of the assets is done via a hive down to an established SPV
- (18) The sale of the assets is done using another method such as public tender
- (e) ‘Ρύθμιση χρεών μικρών επιχειρήσεων και επαγγελματιών’ is a debt settlement for SMEs (turnover < €2.5m) and independent professionals
  - (19) A debt settlement procedure has not been filed with the creditors
  - (20) A debt settlement procedure has been filed with the creditors

11.2 Where ‘Corporate Insolvency Procedures’ or ‘Partnership Insolvency Procedure’ is selected for ‘Legal Procedure Type’.

- (a) ‘Απλοποιημένη διαδικασία επί πτωχεύσεων μικρού αντικειμένου (ΠτΚ Άρθρα 162-163)’ is a simplified procedure for small bankruptcies, where the debtors assets are < €100.000, and there is no security on Real Estate
  - (1) The debtor has not entered into bankruptcy
  - (2) The debtor has entered into bankruptcy
- (b) ‘Σχέδιο αναδιοργάνωσης(Άρθρα 107-130 ΠτΚ)’ is a reorganisation plan
  - (3) The debtor has not been declared bankrupt and therefore cannot reorganise
  - (4) The debtor has been declared bankrupt and can agree on a reorganisation plan between the debtors and creditors
  - (5) The reorganisation plan has been accepted by the creditors
  - (6) The reorganisation plan has been ratified by the court
  - (7) A liquidator is appointed to take control of the estate
- (c) ‘Η πτώχευση(ΠτΚ Άρθρα 1-98)’ is bankruptcy
  - (8) The debtor or creditor or court private prosecutor has filed for a bankruptcy petition
  - (9) An insolvency administrator is appointed (‘Syndikos’) to manage the debtor’s assets
  - (10) The reorganisation plan is approved
  - (11) Liquidation commences, and all the assets (whole or individual) are sold
  - (12) Liquidation has concluded when all the assets have been sold

11.3 Where 'Private Individual Counterparty Debt Compromise Procedures' is selected for 'Legal Procedure Type'.

(a) 'Διαδικασία Εξυγίανσης(ΠτΚ Άρθρο 99 -106(1))' is a rehabilitation plan

- (1) The debtors has not entered into a plan
- (2) The debtor has entered into a rehabilitation plan with the creditors to avoid bankruptcy
- (3) For rehabilitation: a mediator is appointed
- (4) The plan has been ratified by the court, for the plan to be binding on all creditors
- (5) The sale of the assets is done via a hive down to an established SPV
- (6) The sale of the assets is done using another method such as public tender

11.4 Where 'Private Individual Counterparty Insolvency Procedures' is selected for 'Legal Procedure Type'.

(a) 'Η πτώχευση(ΠτΚ Άρθρα 1-98)' is bankruptcy

- (1) The Natural Person is a non-merchant individuals and therefore excluded from bankruptcy proceedings
- (2) The Natural Person has entered bankruptcy proceedings

## HUNGARY

12 Where the country selected in ‘Country of Registered Location’ for the Corporate Counterparty or Partnership and ‘Country of Residence’ for the Private Individual Counterpart is ‘Hungary’.

12.1 Where ‘Corporate Restructuring Procedures’ or ‘Partnership Restructuring Procedures’ is selected for ‘Legal Procedure Type’.

(a) ‘Csődeljárás’ is the reorganisation proceedings supervised by the court, also known as bankruptcy proceedings

- (1) The debtor has not entered bankruptcy proceedings
- (2) The debtor has filed for bankruptcy proceedings at court
- (3) The debtor has presented a composition agreement or restructuring plan to its creditors
- (4) The composition has become binding on all its creditors and the court has appointed a trustee of the assets (‘vagyonfelügyelő’)
- (5) The composition agreement has not been agreed by creditors, reorganisation fails and liquidation commences automatically

12.2 Where ‘Corporate Insolvency Procedures’ or ‘Partnership Insolvency Procedures’ is selected for ‘Legal Procedure Type’.

(a) ‘Felszámolási eljárás’ is the insolvent liquidation proceedings

- (1) Creditors, the debtor or an insolvency practitioner have initiated insolvency proceedings
- (2) The insolvency court appoints a Liquidator (‘felszámoló’)
- (3) The Liquidator has distributed the proceeds of the debtor’s estate and the debtor is now dissolved

12.3 Where ‘Private Individual Counterparty Debt Compromise Procedures’ is selected for ‘Legal Procedure Type’.

(a) ‘Természetes személyek adósságrendezési eljárása’ is debt settlement proceedings available for natural persons

- (1) If debts arise from shareholders’ or directors’ liability, are not between HUF 2m-60m, or the value of the debt exceeds 200% of the asset value the debts cannot enter debt settlement proceedings
- (2) The debtor has entered debt settlement proceedings as the debts are between HUF 2m-60m, and is less than 200% of the asset value, but more than 100% of the asset value

12.4 Where 'Private Individual Counterparty insolvency procedures' is selected for 'Legal Procedure Type', the field 'Current Status of Legal Procedure' is not applicable to Hungary and therefore is not filled.

## IRELAND

13 Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Ireland'.

13.1 Where 'Corporate Restructuring Procedures' or 'Partnership Restructuring Procedures' is selected for 'Legal Procedure Type'.

(a) 'Scheme of Arrangement', is an arrangement between a company and its creditors and Counterparties to financially restructure the business.

- (1) The debtors has not entered a scheme of arrangement
- (2) The debtor has entered a scheme of arrangement in court
- (3) The debtor has entered a scheme of arrangement out of court
- (4) The company has submitted to creditors a scheme proposal
- (5) The creditors have agreed with a scheme proposal and that proposal is now binding

13.2 Where 'Corporate Insolvency Procedures' or 'Partnership Insolvency Procedures' is selected for 'Legal Procedure Type'.

(a) 'Creditors Voluntary Liquidation (CVL) is the Creditors' voluntary winding up (with confirmation of a court)

- (1) The creditors have not entered into a CVL
- (2) The creditors have entered into a CVL
- (3) A liquidator has been appointed to realise the assets and distribute the proceedings
- (4) The company has been dissolved as all or some of the assets have been sold

(b) 'Compulsory liquidation' is the compulsory winding up by court

- (5) Creditors have submitted a petition to the high court
- (6) The court has appointed a Liquidator, which can be provisional if the case is urgent, to realise the assets and distribute the proceedings
- (7) The company has been dissolved as all or some of the assets have been sold

(c) 'Examinership' is the protection of the court to assist the survival or a company

- (8) The company has no little or no chance of surviving as a going concern, and therefore cannot enter Examinership proceedings
- (9) The company, its directors, creditors or members representing at least 10% in paid-up capital have presented a petition to the High Court of Ireland
- (10) The examiner has formulated a scheme of arrangement
- (11) The creditors have excepted the scheme of arrangement and all creditors are bound by the scheme

13.3 Where 'Private Individual Counterparty Debt Compromise Procedures' is selected for 'Legal Procedure Type'.

(a) 'Personal Insolvency Arrangement (PIA)'

- (1) A secured creditor has rejected PIA therefore it cannot be arranged
- (2) A PIA has been entered into as the debtor and the creditor have reached an agreement and have secured debts which are less than €3million

(b) 'Debt Relief Notice (DRN)'

- (3) A debtor does not meet the specification to enter into a DRN
- (4) A debtor does meet the specification to enter into a DRN

(c) 'Debt Settlement Arrangement (DSA)'

- (5) The debtor has not met the criteria for a DRN and therefore enters into a DSA
- (6) The debtor has not met the criteria for a DRN and therefore cannot enter into a DSA

13.4 Where 'Private Individual Counterparty Insolvency Procedures' is selected for 'Legal Procedure Type'.

(a) 'Bankruptcy'

- (1) The debtor has attempted to resolve the dispute via PIA, DRN or DSA and therefore files for voluntary bankruptcy
- (2) The debtor or creditor has filed a petition for bankruptcy
- (3) The debtor has been discharged from bankruptcy
- (4) The debtor has been discharged from bankruptcy but is still making payments to the Official Assignee

## ITALY

14 Where the country selected in ‘Country of Registered Location’ for the Corporate Counterparty or Partnership and ‘Country of Residence’ for the Private Individual Counterparty is ‘Italy’.

14.1 Where ‘Corporate Restructuring Procedures’ is selected for ‘Legal Procedure Type’.

- (a) ‘Concordato Preventivo’ is the composition plan with the creditors
  - (1) The debtor is in financial difficulty and has submitted to the court a proposal to all creditors
  - (2) The debtor has filed a straightforward petition for settlement while reserving the right to file the proposal to creditors
  - (3) The debtor has filed a straightforward petition for settlement alongside negotiating and filing for a debt restructuring agreement
- (b) ‘Accordi di ristrutturazione dei debiti’ is the Debt Restructuring Agreement (DRA)
  - (4) Out-of-court DRA entered into by debtor with its creditors
  - (5) DRA has been validated by the court
  - (6) The validation has been decreed and the debtor is implementing the DRA with no further intervention by the court
- (c) ‘Accordi di ristrutturazione con intermediari finanziari’ is the DRA with financial creditors
  - (7) Out-of-court DRA is entered into by the debtor with its creditors where the creditors are banks and other financial intermediaries.
- (d) ‘Piano di Risanamento’ is a rescue plan
  - (8) Rescue plan has been drafted.
- (e) ‘Convenzione di moratoria dei pagamenti’ is a standstill agreement
  - (9) Agreement was reached with its creditors and a moratorium is created for the outstanding financial claims.
  - (10) No agreement has been reached with creditors.

14.2 Where ‘Corporate Insolvency Procedures’ is selected for ‘Legal Procedure Type’.

- (a) ‘Amministrazione Straordinaria’ (“Prodi-bis”) is an Extraordinary Administration, also prodi-bis proceeding where the debtor has at least 200 employees and liabilities exceeding two thirds of total assets and total turnover

- (1) A commissioner has been appointed to run the business in lieu of the debtor and a restructuring plan has been submitted to be approved by the relevant government department.
  - (2) The debtor's management is in control and a restructuring plan has been submitted to be approved by the relevant government department.
- (b) 'Amministrazione Straordinaria delle grandi imprese insolventi ("Marzano")' is an extraordinary administration of large enterprises, also Marzano proceeding where the debtor has at least 500 employees and liabilities amounting to (at least) Euro 300m.
- (3) The debtor has applied to the Ministry of Economic Development for extraordinary administration
  - (4) The debtor has applied to the Ministry of Economic Development for extraordinary administration and the debtor has filed an application for the declaration of its insolvency
- (c) 'Fallimento' is bankruptcy proceedings
- (5) A court has appointed a supervising judge and bankruptcy receiver to manage the company, liquidate the assets and distribute the proceeds to creditors
  - (6) A court has not appointed a receiver yet
- (d) 'Liquidazione coatta amministrativa' is a mandatory administrative liquidation
- (7) A court based procedure where all the assets are liquidated

14.3 Where 'Private Individual Counterparty Debt Compromise Procedures' is selected for 'Legal Procedure Type', the field 'Current Status of Legal Procedure' is not applicable to Italy and therefore is not filled.

14.4 Where 'Private Individual Counterparty Insolvency Procedures' is selected for 'Legal Procedure Type'.

- (a) 'Composizione della crisi da sovraindebitamento (e' piano del consumator')' is the composition for over-indebtedness of the debtor
- (1) An out-of-court procedure where the debtor is an individual ('Sovraindebitamento', including insolvent debtors) or natural person ('piano del consumatore') and submits to the court a proposal to creditors for the restructuring of debts
- (b) 'Liquidazione del patrimonio' is the liquidation of the debtor, an alternative to 'Piano del consumatore' above
- (2) A liquidator has been appointed

(3) A liquidator has not been appointed

(4) The liquidation has completed

14.5 Where 'Partnership Restructuring Procedures' is selected for 'Legal Procedure Type', the field 'Status of legal procedure' is not applicable to Italy and therefore is not filled.

14.6 Where 'Partnership Restructuring Procedures' is selected for 'Legal Procedure Type', the field 'Status of legal procedure' is not applicable to Italy and therefore is not filled.

## **LATVIA**

15. Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Latvia'.

## **LITHUANIA**

16. Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Lithuania'.

## LUXEMBOURG

17. Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterparty is 'Luxembourg'.

17.1 Where 'Corporate Restructuring Procedures' or 'Partnership Restructuring Procedures' is selected for 'Legal Procedure Type'.

(a) 'Gestion Contrôlée' is the controlled management of the legal proceedings

- (1) The debtor has applied for controlled management
- (2) The debtor has not applied for controlled management
- (3) The debtor has been granted controlled management
- (4) The debtor has not been granted controlled management

(b) 'Concordat préventif de faillite' is the composition with creditors

- (5) The debtor has entered into a composition with creditors
- (6) The debtor has not entered into a composition with creditors

(c) 'Sursis de paiement' is the suspension of payments

- (7) The debtor has been granted by the court to suspend payments for liabilities which are not taxes or public charges
- (8) The debtor has not been granted by the court to suspend payments for liabilities which are not taxes or public charges

17.2 Where 'Corporate Insolvency Procedures' or 'Partnership Insolvency Procedures' is selected for 'Legal Procedure Type'.

(a) 'Faillite' is when the borrower enters bankruptcy proceedings

- (1) The court has declared the Corporate entity or Partnership bankrupt
- (2) The court has not declared the Corporate entity or Partnership bankrupt

(b) 'Liquidation judiciaire' is the compulsory liquidation of the borrower

- (3) The corporate debtor is placed into compulsory liquidation due to criminal activity or due to contravention of the commercial code
- (4) The corporate debtor is not placed into compulsory liquidation

17.3 Where 'Private Individual Counterparty Debt Compromise Procedures' is selected for 'Legal Procedure Type'.

- (a) 'Surendettement des particuliers' is the Over-indebtedness of natural persons
  - (1) The debtor is in the phase where they take part in a procedure before the Luxembourg Commission of Mediation
  - (2) The debtor is in the phase where they take part in a judicial compromise which takes place before the court
  - (3) The debtor is in the phase where they are in personal recovery (Civil Bankruptcy)

17.4 Where 'Private Individual Counterparty Insolvency Procedures' is selected for 'Legal Procedure Type'.

- (a) 'Surendettement des particuliers'
  - (1) The debtor is in the phase where they take part in a procedure before the Luxembourg Commission of Mediation
  - (2) The debtor is in the phase where they take part in a judicial compromise which takes place before the court
  - (3) The debtor is in the phase where they are in personal recovery (Civil Bankruptcy) where this phase is subordinate to phase (1) and phase (2).

## **MALTA**

18. Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Malta'.

## NETHERLANDS

19. Where the country selected in ‘Country of Registered Location’ for the Corporate Counterparty or Partnership and ‘Country of Residence’ for the Private Individual Counterpart is ‘Netherlands’.

19.1 Where ‘Corporate Restructuring Procedures’ or ‘Partnership Restructuring Procedures’ is selected for ‘Legal Procedure Type’.

(a) ‘Surseance van betaling’ is the Suspension of payments or the Moratorium of payments

- (1) The debtor has requested a suspension of payments
- (2) The debtor has submitted a restructuring plan
- (3) The debtor has received a preliminary suspension of payments from the court
- (4) The unsecured creditors have not agreed to enter into a restructuring agreement
- (5) The unsecured creditors have agreed to enter into a restructuring agreement
- (6) An administrator has been appointed
- (7) The administrator has assessed that the debtor does not have sufficient means to continue its business and has filed the business for bankruptcy
- (8) The administrator has assessed that the debtor can enter into a suspension of payments

19.2 Where ‘Corporate Insolvency Procedures’, ‘Private Individual Counterparty Insolvency Procedures’ or ‘Partnership Insolvency Procedures’ is selected for ‘Legal Procedure Type’.

(a) ‘Faillissement’ is the Bankruptcy, Liquidation or Winding-up legal proceedings

- (1) The debtor or creditors has requested bankruptcy, liquidation or winding-up procedures
- (2) A court appointed trustee has taken control of the entity to sell the assets

19.3 Where ‘Private Individual Counterparty Debt Compromise Procedures’ is selected for ‘Legal Procedure Type’.

(a) ‘Schuldsanering natuurlijke personen’ or ‘WSNP’ is the Debt Restructuring for Natural Persons

- (1) The debtor has requested to commence the court ordered debt restructuring procedure
- (2) A court selected administrator has been appointed to dispose of the assets that belong to the restructuring estate

## POLAND

20. Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Poland'.

20.1 Where 'Corporate Restructuring Procedures' or 'Partnership Restructuring Procedures' is selected for 'Legal Procedure Type'.

- (a) 'Postępowanie w przedmiocie zatwierdzenia układu' is the proceedings for the approval of the arrangement
  - (1) The debtor has not entered into a restructuring arrangement
  - (2) The debtor has appointed a qualified restructuring supervisor to help draw up a restructuring plan
  - (3) The creditors have agreed with the restructuring plan
  - (4) The debtor has received court approval for the plan
- (b) 'Przyspieszone postępowanie układowe' is the Accelerated arrangement proceedings
  - (5) The debtor has not entered into the accelerated arrangement proceedings
  - (6) The debtor has opened insolvency proceedings and the court has appointed a court supervisor to manage the procedure
  - (7) The creditors have voted in favour of the arrangement at a court-convened creditors meeting
- (c) 'Postępowanie układowe' is the Arrangement proceedings
  - (8) The debtor has not entered into the accelerated arrangement proceedings
  - (9) The debtors has opened insolvency proceedings and the court has appointed a court supervisor to manage the procedure, whose approval is required for all actions
  - (10) The creditors have voted in favour of the arrangement at a court-convened creditors meeting
- (d) 'Postępowanie sanacyjne' is the Rehabilitation Proceedings
  - (11) The debtor or creditor petitions to enter rehabilitation proceedings
  - (12) The court has appointed an administrator to take over the business
  - (13) The creditors have voted in favour of the proposal at a court convened hearing

(e) 'Układ częściowy' is the Partial agreement

(14) The debtor has not entered into a partial agreement alongside another arrangement procedure

(15) The debtor has entered into a partial agreement alongside another arrangement procedure

20.2 Where 'Corporate Insolvency Procedures' or 'Partnership Insolvency Procedures' is selected for 'Legal Procedure Type'.

(a) 'Postępowanie upadłościowe' is the Bankruptcy proceedings or Insolvency proceedings

(1) The debtor or creditor has petitioned to be declared bankrupt

(2) The court has appointed a trustee to take over the management of the debtor's business, realise the assets and distribute the proceeds to creditors

(3) The debtor has entered insolvency, the assets have been liquidated and the business has ceased to trade

(4) The debtor has not been declared bankrupt

(b) 'Uproszczone postępowanie upadłościowe' is the Simplified bankruptcy proceedings or pre-pack

(5) The court has not declared the debtor bankrupt

(6) The court has declared the debtor bankrupt and has approved the terms of sale agreement for sale of all or part of the business in a short space of time

20.3 Where 'Private Individual Counterparty Debt Compromise Procedures' is selected for 'Legal Procedure Type'.

20.4 Where 'Private Individual Counterparty Insolvency Procedures' is selected for 'Legal Procedure Type'.

(a) 'Upadłość osób fizycznych nieprowadzących działalności gospodarczej, upadłość konsumencka' is the procedure when the Consumer enters Bankruptcy

(1) An insolvent person does not qualify for bankruptcy

(2) An insolvent person has been declared bankruptcy

(3) A trustee has been appointed by the court to prepare an inventory, list of claims and then liquidates the bankrupt's assets.

## PORTUGAL

21. Where the country selected in ‘Country of Registered Location’ for the Corporate Counterparty or Partnership and ‘Country of Residence’ for the Private Individual Counterpart is ‘Portugal’.

21.1 Where ‘Corporate Restructuring Procedures’ is selected for ‘Legal Procedure Type’.

- (a) ‘Processo Especial de Revitalização (PER)’ is the special revitalisation procedure of the debtor
  - (1) A written petition has been presented to the court
  - (2) The court of law has appointed a Provisory Judicial Administrator (‘Administrador Judicial Provisório’)
  - (3) The recovery plan has been approved and registered, and the debtors debts will be deemed to have been discharged
  - (4) The recovery plan has not been approved, and the debtor is insolvent, and therefore the Provisory Judicial Administrator must file a petition of insolvency
  - (5) The recovery plan has not been approved, and the debtor is not insolvent and therefore the Provisory Judicial Administrator had terminated the PER
- (b) ‘Regime Extrajudicial de Recuperação de Empresas (RERE)’ is the Extrajudicial company recovery proceeding. This legal regime is not yet in force. It will substitute the current ‘sistema de recuperação de empresas por via extrajudicial (sireve)’
  - (6) The debtor has entered into negotiations with creditors to reach a voluntary, bespoke and confidential agreement conducted by the ‘Institute of Assistance to Small and Medium-sized Companies and Innovation’ (IAPMEI)
  - (7) Creditors are bound by the agreement as the agreement has been signed by all creditors who have participated

21.2 Where ‘Corporate Insolvency Procedure’ is selected for ‘Legal Procedure Type’.

- (a) ‘Processo de Insolvência’ is the Insolvency procedure
  - (1) The debtor has initiated the insolvency proceedings, and therefore the debtor’s management has retained control and presented the plan to be approved by the court
  - (2) The court has declared the debtor as insolvent and has appointed an Insolvency Administrator (‘Administrador de Insolvência’) to form the plan to be approved by the court

- (3) The court has scheduled a creditors' general meeting
- (4) The creditors have agreed that recovery is appropriate
- (5) The creditors have agreed that liquidation is appropriate

21.3 Where 'Private Individual Counterparty Debt Compromise procedure' is selected for 'Legal Procedure Type'.

- (a) Processo Especial para Acordo de Pagamento (PEAC) is the special procedure for a payment agreement
  - (1) A written petition has been presented to the court
  - (2) The court of law has appointed a Provisory Judicial Administrator ('Administrador Judicial Provisório')
  - (3) The recovery plan has been approved and registered, and the debtors debts will be deemed to have been discharged
  - (4) The recovery plan has not been approved, and the debtor is insolvent, and therefore the Provisory Judicial Administrator must file a petition of insolvency
  - (5) The recovery plan has not been approved, and the debtor is not insolvent and therefore the Provisory Judicial Administrator had terminated the PER
  - (6) The debtor has ended the proceeding, and therefore cannot enter into PEAC for another two years

21.4 Where 'Private Individual Counterparty Insolvency Procedures' is selected for 'Legal Procedure Type'.

- (a) 'Processo de Insolvência' is the insolvency procedure
  - (1) The debtor initiates the insolvency procedure and the petition, with the proposed payment plan has been approved by the creditors and the court
  - (2) The debtor has entered into administration, and therefore the estate is mandatorily transferred to the Insolvency Administrator and no Insolvency Plan can be presented
  - (3) The debtor has applied for a special regime called Fresh Start ('Exoneração do Passivo Restante') with a view to obtain a judicial pardon in respect of debts over a five year period
  - (4) The creditors and court have accepted Fresh Start, and therefore an Insolvency Administrator has been appointed to pay as many debts as possible

21.5 Where 'Partnership Restructuring Procedure' or 'Partnership Insolvency Procedure' is selected for 'Legal Procedure Type'.

(a) 'Autonomous entity'

(1) The partnership has not entered into restructuring proceedings

(2) The partnership has entered into restructuring proceedings

(b) 'Non-autonomous entity'

(3) The partnership cannot enter into restructuring proceedings

## **REPUBLIC OF CYPRUS**

- 22 Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Republic of Cyprus'.

## ROMANIA

23 Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Romania'.

23.1 Where 'Corporate Restructuring Procedures' is selected for 'Legal Procedure Type'.

- (a) 'Mandat ad-hoc' is an ad-hoc mandate or debt restructuring procedure that is confidential
  - (1) The debtor has entered negotiations with its creditors using an agent (Romanian, mandatar ad-hoc) appointed by the court
  - (2) An agreement has been reached with creditors for the restructuring of the debtor's debts
  - (3) An agreement has not been reached with the creditors for the restructuring of the debtor's debts
- (b) 'Concordat preventiv' is a preventative composition
  - (4) The debtor cannot propose a restructuring plan because they have (i) benefited from a similar procedure in the past 3 years, (ii) it or its shareholders/directors were convicted of certain criminal offences within 5 years of opening proceedings, (iii) proceedings have been commenced asserting that the debtor's directors caused the insolvency.
  - (5) The debtor has proposed a restructuring plan to the creditors
  - (6) The restructuring plan has been agreed by the court (Syndic judge)
  - (7) A receiver (Romanian, administrator concordatar), has been appointed by the court
  - (8) The debtors debts have been restructured

23.2 Where 'Corporate Insolvency Procedures' is selected for 'Legal Procedure Type'.

- (a) 'Insolventa' is a insolvency proceeding
  - (1) The debtor or creditors have commenced insolvency proceedings
  - (2) The court has commenced the insolvency proceedings
  - (3) The debtor has entered into an observation period
  - (4) The debtor has been declared bankrupt
  - (5) The debtor has administered their assets under the control of a judicial administrator and the court (syndic judge)

- (6) The debtor has their assets administered by the judicial administrator
- (b) 'Reorganizare judiciara' is a reorganisation proceeding
  - (7) The reorganisation plan has been approved and a special administration will conduct the business in control of the judicial administrator
  - (8) The reorganisation plan has been declined
- (c) 'Faliment' is a bankruptcy proceeding
  - (9) The debtor has applied for simplified insolvency proceedings and therefore 'Faliment' is entered into
  - (10) The debtor did not proposed a restructuring plan and therefore 'Faliment' is entered into
  - (11) The reorganisation plan has been declined and therefore 'Faliment' is entered into
  - (12) The reorganisation of the debtor failed and therefore 'Faliment' is entered into

23.3 Where 'Private Individual Counterparty Debt Compromise Procedure' is selected for 'Legal Procedure Type'.

- (a) 'Darea in plata a unor bunuri imobile' is a mortgage discharge
  - (1) The debtor has transferred ownership of all mortgaged properties to the Institution which means the debtor has been discharged from the outstanding loan and all accrued costs
  - (2) The debtor has submitted an action to the court in order to obtain a court order regarding the mortgage discharge
  - (3) The procedure has failed and the mortgage has not been discharged

23.4 Where 'Private Individual Counterparty Insolvency Procedure' is selected for 'Legal Procedure Type'. Note: the field 'Current Status of Legal Procedure is enforced from 1st Jan 2018

- (a) 'Procedura de insolvență pe bază de plan de rambursare a datoriilor' is a insolvency procedure based on a plan for debt repayment
  - (1) The debtor's natural debt repayment plan has been approved by creditors
  - (2) The debtor's natural debt repayment plan has not been approved by creditors, but has been approved by the competent court
  - (3) The debtor's natural debt repayment plan has not been approved, and therefore insolvency proceedings have commenced

- (4) The insolvency committee has determined that the plan for debt repayment cannot be fulfilled. The insolvency committee has submitted the debtor's request to the competent court
- (b) 'Procedura judiciară de insolvență prin lichidare de active' is a insolvency court procedure based on the liquidation of the debtor's assets
- (5) The court has approved an application to open proceedings based on liquidation of the debtor's assets and it has appointed a liquidator
- (c) 'Procedura simplificată de insolvență' is a simplified insolvency procedure
- (6) The debtor had entered this simplified insolvency procedure because the debtor has; total amount of debts equal to 10x minimum wage, has no realisable assets or income, and the debtor is past the standard retirement age or has lost at least half of this work capacity

23.5 Where 'Partnership Restructuring Procedure' is selected for 'Legal Procedure Type', the field 'Current Status of Legal Procedure' is not applicable to Romania and therefore is not filled.

23.6 Where 'Partnership Insolvency Procedure' is selected for 'Legal Procedure Type', the field 'Current Status of Legal Procedure' is not applicable to Romania and therefore is not filled.

## SLOVAKIA

24 Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Slovakia'.

24.1 Where 'Corporate Restructuring Procedures' or 'Partnership Restructuring Procedures' is selected for 'Legal Procedure Type', the field 'Status of Legal Procedure' is not applicable to Slovakia and therefore is not filled.

24.2 Where 'Corporate Insolvency Procedures' or 'Partnership Insolvency Procedures' is selected for 'Legal Procedure Type'.

(a) 'Konkurz, konkurzné konanie' is a bankruptcy proceeding

- (1) The debtor, creditor or liquidator has filed an application to declare bankruptcy at court
- (2) The court has appointed a trustee at random from the register of trustees.
- (3) The Trustee has sold some / all of the assets and distributed the proceeds to creditors

(b) 'Malý konkurz' is a small bankruptcy proceeding

- (4) A debtor has entered small bankruptcy proceedings as: its assets do not exceed EUR 165.000'; its turnover does not exceed EUR 333.000; and it has fewer than 50 creditors

(c) 'Reštrukturalizácia' is a restructuring

- (5) The debtor or creditor with the debtors consent has applied to authorise a restructuring plan
- (6) The debtor has restructured and can now continue to operate its business

24.3 Where 'Private Individual Counterparty Debt Compromise Procedure' is selected for 'Legal Procedure Type', the field 'Status of Legal Procedure' is not applicable to Slovakia and therefore is not filled.

24.4 Where 'Private Individual Counterparty Insolvency Procedure' is selected for 'Legal Procedure Type'.

(a) 'Konkurz' is bankruptcy

- (1) The debtor, creditor or liquidator has filed an application to declare bankruptcy at court
- (2) The court has appointed a trustee at random from the register of trustees

- (3) The Trustee has sold some / all of the assets and distributed the proceeds to creditors
- (b) 'Oddlženie' is a debt discharge
  - (4) The debtor has applied for a debt discharge via bankruptcy
  - (5) The debtor has applied for a debt discharge via a payment calendar
  - (6) The court has authorised the debt discharge by a resolution, in which the trustees will be appointed

## SLOVENIA

25 Where the country selected in ‘Country of Registered Location’ for the Corporate Counterparty or Partnership and ‘Country of Residence’ for the Private Individual Counterpart is ‘Slovenia’.

25.1 Where ‘Corporate Restructuring Procedures’ or ‘Partnership restructuring procedures’ is selected for ‘Legal Procedure Type’.

- (a) ‘Postopek prisilne poravnave’ is a compulsory settlement proceeding
  - (1) The debtor has disclosed their financial position to creditors for them to assess the restructuring plan
  - (2) An administrator (‘upravitelj’) has been appointed to supervise the debtor’s activities
- (b) ‘Postopek poenostavljene prisilne poravnave’ is a simplified compulsory settlement proceeding for micro companies and individual entrepreneurs
  - (3) A compulsory settlement proceeding has been initiated with no administrator, no examination of claims by the creditors and no special committee is formed by the creditors
- (c) ‘Postopek preventivnega prestrukturiranja’ is a preventative restructuring proceeding
  - (4) The debtor is not insolvent, but has commenced a preventative restructuring proceeding
  - (5) The creditor and debtor have come to an agreement on the preventative restructuring proceedings

25.2 Where ‘Corporate Insolvency Procedures’ or ‘Partnership Insolvency Procedures’ is selected for ‘Legal Procedure Type’.

- (a) ‘Stečajni postopek nad pravno osebo’ is a bankruptcy proceeding against a legal entity
  - (1) The debtor has initiated bankruptcy proceedings
  - (2) The administrator has been appointed to represent the debtor in bankruptcy and manage his operations

25.3 Where ‘Private Individual Counterparty Debt Compromise Procedure’ is selected for ‘Legal Procedure Type’.

- (a) ‘Poenostavljena prisilna poravnava’ is a simplified compulsory settlement proceeding

- (1) The debtor has disclosed their financial position to creditors for them to assess the restructuring plan
- (2) An administrator ('upravitelj') has been appointed to supervise the debtor's activities

25.4 Where 'Private Individual Counterparty Insolvency Procedure' is selected for 'Legal Procedure Type'.

- (a) 'Postopek osebnega stečaja' is personal bankruptcy
  - (1) The debtor has entered personal bankruptcy
  - (2) The debtor's assets have been sold and creditors have been repaid
  - (3) The court has extinguished the debtor of their liabilities
- (b) 'Postopek stečaja zapuščine' is legacy bankruptcy proceedings
  - (4) The debtor is deceased and the bankruptcy proceedings are applied mutatis mutandis

## SPAIN

26 Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Spain'.

26.1 Where 'Corporate Restructuring Procedures' or 'Private Individual Counterparty Debt Compromise Procedures' is selected for 'Legal Procedure Type'.

- (a) 'Procedimiento de negociación pública para la consecución de acuerdos de refinanciación colectivos, acuerdos de refinanciación homologados y propuestas anticipadas de convenio (Procedimientos 5.bis)' is the Negotiation procedures to seek support for either an out-of-court refinancing agreement, its approval of refinancing agreement or an early creditors' agreement
  - (1) A notification has indicated that restructuring negotiations with creditors has begun and therefore the debtors obligation to file for insolvency is suspended
  - (2) A restructuring agreement has been reached
  - (3) A restructuring agreement has not been reached
- (b) 'Acuerdos de Refinanciación (Procedimientos 71.bis)' is the out-of-court refinancing agreement (71.bis procedures)
  - (4) The debtor has proposed an out-of-court refinancing agreement
  - (5) The debtor has entered an arrangement where a general refinancing agreement has been approved by an auditor on its effectiveness of the arrangement
  - (6) The debtor has entered into an individual refinancing arrangement
- (c) 'Procedimiento de homologación de acuerdos de refinanciación' is the approval of the refinancing agreement
  - (7) The court has approved the refinancing arrangement as it has met sufficient criteria
  - (8) The court has not approved the refinancing arrangement
- (d) 'Procedimiento de acuerdos extrajudiciales de pago' is the Out-of-court payment agreement
  - (9) The debtor has initiated an out-of-court payment agreement
  - (10) An insolvency mediator ('mediador condursal') has been appointed to manage the payment agreement

26.2 Where ‘Corporate Insolvency Procedure’, ‘Private Individual Counterparty Insolvency Procedure’ or ‘Partnership Insolvency Procedure’ is selected for ‘Legal Procedure Type’.

- (a) ‘Concurso’ is the Insolvency proceedings
  - (1) The creditor has filed a petition at court (‘concurso necesario’)
  - (2) If the creditor has filed the petition the court appoints an insolvency office holder to manage the debtor’s assets
  - (3) The debtor has filed a petition at court (‘concurso voluntario’)
  - (4) The court has appointed the management of the debtor to control the debtor
  - (5) The management has produced a list of creditors in an ordered ranking
  - (6) The debtor has been rescued (‘convenio’)
  - (7) The debtor has entered liquidation (‘liquidacion’)
- (b) ‘Concurso (convenio de acreedores)’ is the Insolvency proceedings leading to a Creditors’ agreement
  - (8) The creditors have applied the early creditors agreement (‘convenio anticipado’)
  - (9) The creditors have applied the ordinary creditors agreement (‘convenio ordinario’)
  - (10) A viability plan has been created based on the debtors future cash flows
- (c) ‘Concurso (Liquidación)’ is the Insolvency proceedings leading to liquidation
  - (11) No creditor agreement has been proposed, or no proposal has been approved which means the debtor has entered liquidation, ordered by the court
  - (12) The debtors management has been replace by an administrator
  - (13) The court has declared the dissolution of the debtor
  - (14) The differed claims have been accelerated
  - (15) The court has decided that insolvency is blameworthy however those found to be culpable may be required to make good deficiencies in the company’s assets (‘concurso culpable’)
  - (16) The court has decided that insolvency is blameworthy and therefore those found to be culpable may not be required to make good deficiencies in the company’s assets (‘concurso fortuito’).

## SWEDEN

27 Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'Sweden'.

27.1 Where 'Corporate Insolvency Procedure' or 'Partnership Restructuring Procedure' is selected for 'Legal Procedure Type'.

(a) 'Företagsrekonstruktion' is company reorganisation

(1) The creditor's or debtors have initiated a company reorganisation

(2) The court approves the application and has appointed an administrator

(3) The debtor has acted in a way that jeopardises creditor's interests and has therefore been declared bankrupt

(b) 'Offentlig ackord' is the public composition

(4) The debtor has initiated public composition

(5) An administrator has been appointed by the court and the debtor has full control of their property

(c) 'Privat ackord' is the private composition

(6) The debtor has volunteered privately to arrange to rescue their debts under no time limit

(7) All creditors have approved the composition which means the private composition can go ahead

27.2 Where 'Corporate Insolvency Procedure' or 'Partnership Insolvency Procedure' is selected for 'Legal Procedure Type'.

(a) 'Konkurs' is bankruptcy

(1) The debtor or creditors have initiated bankruptcy proceedings by applying to the court

(2) The court has appointed a receiver who takes charge of the company's assets

(3) The company now ceases to exist at the end of the procedure

(b) 'Frivillig likvidation i kombination med ackord' is Voluntary liquidation in combination with composition

(4) The debtor has initiated voluntary liquidation

- (5) The companies registration office has appointed a liquidator who is in charge of the company
  - (6) The liquidator has published a summons of unidentified creditor's in the official gazette.
  - (7) The company now ceases to exist at the end of the procedure
- (c) 'Tvångslikvidation' is compulsory liquidation
- (8) Companies Registration Office or the court has appointed a liquidator
  - (9) The company now ceases to exist at the end of the procedure

27.3 Where 'Private Individual Counterparty Debt Compromise Procedure' is selected for 'Legal Procedure Type'.

- (a) 'Skuldsanering' is debt rescheduling
- (1) The enforcement authority has taken control and has decided that the procedure should be initiated
  - (2) The enforcement authority has decided how much the debtor will pay its creditors

27.4 Where 'Private Individual Counterparty Insolvency Procedure' is selected for 'Legal Procedure Type'.

- (a) 'Personlig konkurs' is bankruptcy
- (1) The creditors or debtors have applied to court to initiate bankruptcy proceedings
  - (2) The court has appointed a receiver
  - (3) Creditors holding pledges have continued execution procedures
  - (4) The bankruptcy procedure has finalised and payment can still be demanded from the debtor

## UNITED KINGDOM – ENGLAND AND WALES

28 Where the country selected in ‘Country of Registered Location’ for the Corporate Counterparty or Partnership and ‘Country of Residence’ for the Private Individual Counterpart is ‘United Kingdom – England and Wales’.

28.1 Where ‘Corporate Restructuring Procedures’ or ‘Partnership Restructuring Procedures’ is selected for ‘Legal Procedure Type’.

(a) ‘Scheme of Arrangement’

- (1) Directors, Counterparties, an administrator or liquidator has proposed a scheme of arrangement
- (2) The court has convened a meeting for creditors to consider a proposed compromise
- (3) The creditors have entered into a standstill agreement
- (4) The creditors have entered into a lockup agreement
- (5) The company has entered administration and the scheme has then been proposed by administrators

28.2 Where ‘Corporate Insolvency Procedures’ or ‘Partnership Insolvency Procedures’ is selected for ‘Legal Procedure Type’.

(a) ‘Administration’

- (1) An administrator has been appointed by court order or by the debtor’s Counterparties / directors or by the creditors
- (2) The administrator has replaced the debtors management

(b) ‘Compulsory Liquidation’ is a winding up of the company

- (3) A petition for insolvency has been filed by debtor or creditors
- (4) Terminal insolvency proceedings have been commenced by court order
- (5) A winding up order has been made and a licensed insolvency practitioner has been appointed to act as a liquidator and realise the debtors assets and then distribute the proceeds to creditors
- (6) The debtor has been dissolved

(c) ‘Creditors Voluntary Liquidation’ is a creditors voluntary winding up

- (7) The company’s shareholders or LLP’s Counterparties have commenced voluntary liquidation
- (8) A licensed insolvency practitioner has been appointed to act as liquidator

- (9) The liquidator has realised the debtors assets and distributed the proceeds to creditors
- (10) The company or LLP has dissolved
- (d) 'Company Voluntary Arrangement (CVA)'
  - (11) A solvent company has proposed a compromise with its creditors
  - (12) An insolvent company has proposed a compromise with its creditors
- (e) 'Partnership Voluntary Arrangement (PVA)'
  - (13) A partnership has proposed a compromise with their creditors

28.3 Where 'Private Individual Counterparty Debt Compromise Procedures' is selected for 'Legal Procedure Type'.

- (a) 'Individual Voluntary Arrangement (IVA)'
  - (1) A debtor has proposed an IVA or scheme of arrangement of his affairs
  - (2) The creditor has accepted the IVA
  - (3) The debtor has been released from his remaining unsecured debts in accordance with the terms of the IVA
  - (4) The debtor has failed to adhere to the payment plan which means the creditor can petition for the debtor's bankruptcy
- (b) 'County Court Administration Order / Composition Order'
  - (5) The debtor has applied to the court for an administration order
  - (6) The court has taken charge of the debt repayments to creditors
- (c) 'Debt Management Plan'
  - (7) The debtor and creditor have formed a written agreement in relation to their debts
- (d) 'Debt Relief Order (DRO)'
  - (8) A debtor who is financially distressed with very few assets and low income has filed for a debt relief order
  - (9) The debt relief order has finished and the debtor's debts are discharged

28.4 Where 'Private Individual Counterparty Insolvency Procedures' is selected for 'Legal Procedure Type'.

- (a) 'Bankruptcy'

- (1) The debtor or creditors have petitioned to the court for a bankruptcy order
- (2) An official receiver or trustee has been appointed to realise the assets and distribute the proceeds to the creditors
- (3) The debtor has been discharged

## UNITED KINGDOM - SCOTLAND

29 Where the country selected in 'Country of Registered Location' for the Corporate Counterparty or Partnership and 'Country of Residence' for the Private Individual Counterpart is 'United Kingdom – Scotland'.

29.1 Where 'Corporate Restructuring Procedures' or 'Partnership Restructuring Procedures (Limited Liability Partnership)' is selected for 'Legal Procedure Type'.

(a) 'Scheme of Arrangement'

- (1) Directors, Counterparties, an administrator or liquidator has proposed a scheme of arrangement
- (2) The court has convened a meeting for creditors to consider a proposed compromise
- (3) The creditors have entered into a standstill agreement
- (4) The creditors have entered into a lockup agreement
- (5) The company has entered administration and the scheme has then been proposed by administrators

29.2 Where 'Corporate Insolvency Procedures' or 'Partnership Insolvency Procedures (Limited Liability Partnerships)' is selected for 'Legal Procedure Type'.

(a) 'Administration'

- (1) An administrator has been appointed by court order or by the debtor's Counterparties / directors or by the creditors
- (2) The administrator has replaced the debtors management

(b) 'Compulsory Liquidation' is the winding up by the court

- (3) A petition for insolvency has been filed by debtor or creditors
- (4) Terminal insolvency proceedings have been commenced by court order
- (5) A winding up order has been made and a licensed insolvency practitioner has been appointed to act as a liquidator and realise the debtors assets and then distribute the proceeds to creditors
- (6) The debtor has been dissolved

(c) 'Creditors Voluntary Liquidation (CVL)' is the creditors voluntary winding up

- (7) The company's shareholders or LLP's Counterparties have commenced voluntary liquidation
- (8) A licensed insolvency practitioner has been appointed to act as liquidator

- (9) The liquidator has realised the debtors assets and distributed the proceeds to creditors
- (10) The company or LLP has dissolved
- (d) 'Company Voluntary Arrangement (CVA)'
  - (11) A solvent company has proposed a compromise with its creditors
  - (12) An insolvent company has proposed a compromise with its creditors

29.3 Where 'Private Individual Counterparty Debt Compromise Procedures' or 'Partnership Restructuring Procedures (Limited partnership)' is selected for 'Legal Procedure Type'.

- (a) 'Protected Trust Deeds'
  - (1) A debtor reaches a voluntary arrangement with his creditors to compromise his debts
  - (2) A trustee has been appointed to act as the registered insolvency practitioner
  - (3) A circular has been presented to creditors and the creditors have accepted making the arrangement binding
  - (4) A circular has not been accepted which makes the debtor liable to enforcement action
- (b) 'Debt Payment Programme under the Debt Arrangement Scheme'
  - (5) A debt management tool has been used to freeze interest, fees and charges on debts
  - (6) Creditors have objected the debt arrangement scheme
  - (7) Creditors have objected and then were overridden by the accountant in bankruptcy

29.4 Where 'Private Individual Counterparty Insolvency Procedures' or 'Partnership Insolvency Procedures (Limited partnership)' is selected for 'Legal Procedure Type'.

- (a) 'Sequestration' is a debt solution that speeds up the process of writing off debt
  - (1) Creditors have petitioned the court for an award of sequestration
  - (2) The debtor has applied to the Accountant in Bankruptcy for their own sequestration
  - (3) The debtor has been discharged from sequestration

- (4) The Trustee is still managing the debtors assets despite being discharged from sequestration

## NON EUROPEAN UNION

30. Where the country selected in 'Country of Registered Location' for the Corporate Borrower or Partnership and 'Country of Residence' for the Private Individual Counterparty is not in the European Union.

30.1 Where 'Corporate Restructuring Procedures', 'Corporate Insolvency Procedures', 'Private Individual Counterparty Debt Compromise Procedures', 'Private Individual Counterparty Insolvency Procedures', 'Partnership Restructuring Procedures' or 'Partnership Insolvency Procedures' is selected for 'Legal Procedure Type'.

(a) Reorganisation

- (1) A reorganisation plan has not been composed
- (2) A reorganisation plan has been composed and agreed

(b) Scheme of arrangement

- (3) The debtors has not entered a scheme of arrangement
- (4) The debtor has entered a scheme of arrangement in court
- (5) The debtor has entered a scheme of arrangement out of court

(c) Administration

- (6) An administrator has not been appointed
- (7) An administrator has been appointed

(d) Bankruptcy

- (8) The debtor has not been declared bankrupt
- (9) The debtor has been declared bankrupt

(e) Voluntary liquidation

- (10) The debtor has entered into liquidation voluntarily

(f) Compulsory liquidation

- (11) The debtor has entered into compulsory liquidation

(g) Other