
Clifford Chance

SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A.

AS MANAGEMENT COMPANY OF

FONDO DE TITULIZACIÓN, OPENBANK SPAIN AUTO PRIVATE 2026-1, F.T.

AND

BNP PARIBAS S.A., SUCURSAL EN ESPAÑA

AS PAYING AGENT

PAYING AGENCY AGREEMENT

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This agreement (the "**Agreement**") is entered into in Madrid, on 7 September 2026.

BY AND BETWEEN

On the one side:

- I. **SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A.**, a Spanish management company (*Sociedad Gestora de Fondos de Titulización*) with registered office at Calle Juan Ignacio Luca de Tena 9-11, 28027 Madrid (Spain), and with Spanish Tax Identification Number (C.I.F.) A-80481419, with LEI code 9845005A96P591A0OF75, and registered with the special register of CNMV (*Comisión Nacional del Mercado de Valores*) No. 1 (hereinafter, the "**Management Company**").

It is represented herein by Mr. Juan Carlos Berzal Valero, with Spanish ID (*DNI*) number 35111399J, who is duly empowered and authorised for these purposes.

The Management Company acts herein in accordance with Law 5/2015 (*Ley 5/2015, de 27 de abril, de fomento de la financiación empresarial*) (hereinafter, "**Law 5/2015**"), on behalf of **FONDO DE TITULIZACIÓN, OPENBANK SPAIN AUTO PRIVATE 2026-1, F.T.** (hereinafter, the "**Fund**").

Hereinafter, any reference to the Fund shall be understood as having been entered into by the Management Company acting on the Fund's behalf.

On the other side:

- II. **BNP PARIBAS S.A., SUCURSAL EN ESPAÑA**, Spanish branch of the French credit entity BNP PARIBAS S.A., with registered office at Calle Emilio Vargas, 4 - 28043 Madrid, Spain, and with Spanish Tax Identification Number W-0011117-I (hereinafter, "**BNPP**" or the "**Paying Agent**").

It is represented herein by Ms. Beatiz Echarri San Vicente, with Spanish ID (*DNI*) number 50849042K, and Mr. Felipe Guirado Cubero with with Spanish ID (*DNI*) number 50834246Z, who are duly empowered and authorised for these purposes.

Hereinafter, the Management Company and the Paying Agent shall be jointly referred to as the "**Parties**", and each of them, individually, as a "**Party**".

The Parties mutually recognize each other's sufficient legal capacity to enter into this Agreement.

RECITALS

- I. The Management Company, on the date hereof (the "**Date of Incorporation**"), has incorporated the Fund in accordance with the provisions of Law 5/2015, by means of a public deed (*escritura pública*) of incorporation of the Fund and issuance of securitisation notes by the Fund, executed before the notary public of Madrid, Mr. José María Mateos Salgado (hereinafter, the "**Deed of Incorporation**").
- II. Under a sale and purchase agreement entered into on the date hereof between the Management Company on behalf of the Fund and Open Bank, S.A. ("**OpenBank**"), the Fund, amongst other actions, has agreed to acquire from OpenBank, as seller, certain receivables resulting from loans which OpenBank has granted both to individuals and legal persons for the purposes of financing the purchase of New Vehicles and/or Used Vehicles (the "**Initial Receivables**") (the "**Receivables Sale and Purchase Agreement**").

In particular, pursuant to the Receivables Sale and Purchase Agreement, the Fund: (i) has acquired the Initial Receivables from OpenBank; and (ii) is expected, upon the compliance with certain conditions, to acquire Additional Receivables during the Revolving Period (as such term is defined in the Deed of Incorporation), comprising (i) Replenishment Additional Receivables to replace the amount of Outstanding Balance of the Receivables that has been amortised and (ii) Ramp-Up Additional Receivables funded by Class A Funding Amounts and Mezzanine Funding Amounts (each as defined in the Deed of Incorporation).

- III. Likewise, the Fund has issued securitisation notes under the Deed of Incorporation and senior loans have been and will be made available by the Class A Lenders (as defined below) to the Fund, as borrower, as follows:
 - (a) Class B variable funding notes ("**Class B Notes**"), issued by the Fund with an initial aggregate nominal amount of EUR 38,500,000, subject to increase during the Revolving Period, consisting of THREE HUNDRED AND EIGHTY-FIVE (385) Notes of an initial nominal value of ONE HUNDRED THOUSAND EUROS (EUR 100,000) each, with ISIN code ES0306076003;
 - (b) Class C variable funding notes ("**Class C Notes**"), issued by the Fund with an initial aggregate nominal amount of EUR 42,000,000, subject to increase during the Revolving Period, consisting of FOUR HUNDRED AND TWENTY (420) Notes of an initial nominal value of ONE HUNDRED THOUSAND EUROS (EUR 100,000) each, with ISIN code ES0306076011;
 - (c) Class D notes ("**Class D Notes**"), issued by the Fund with an aggregate nominal amount of EUR 12,300,000, consisting of ONE HUNDRED TWENTY-

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THREE (123) Notes of ONE HUNDRED THOUSAND EUROS (EUR 100,000) nominal value each, with ISIN code ES0306076029.

The Class B Notes and the Class C Notes shall be referred to as the "**Mezzanine Notes**". The Mezzanine Notes and the Class D Notes shall be referred to collectively as the "**Notes**"; and

- (d) the Fund, represented by the Management Company, as borrower, has entered into a senior facilities agreement with HSBC Continental Europe ("**HSBC**"), ING Bank, a branch of ING-DiBa AG ("**ING**") and UniCredit Bank GmbH ("**UniCredit**") (the "**Class A Lenders**") as senior lenders (the "**Senior Facilities Agreement**"), pursuant to which the Class A Lenders make available the following senior loans for a maximum aggregate amount of EUR 1,150,500,000 (the "**Class A Loans**"):
- (i) a Class A1 senior loan, made available by HSBC, for a maximum amount of EUR 383,500,000 (the "**Class A1 Loan**"), of which EUR 206,500,000 has been drawn on the Date of Incorporation;
 - (ii) a Class A2 senior loan, made available by ING, for a maximum amount of EUR 383,500,000 (the "**Class A2 Loan**"), of which EUR 206,500,000 has been drawn on the Date of Incorporation; and
 - (iii) a Class A3 senior loan, made available by UniCredit, for a maximum amount of EUR 383,500,000 (the "**Class A3 Loan**"), of which EUR 206,500,000 has been drawn on the Date of Incorporation.

IV. Pursuant to Article 22.4 of Law 5/2015, insofar as the Notes issued by the Fund are addressed exclusively to qualified investors and will not be admitted to trading on any official secondary market, the only requirement for the incorporation of the Fund and the issuance of the Notes is the prior application (*solicitud previa*) to the CNMV and the submission and registration of the Deed of Incorporation with the same. No prospectus or information memorandum has been registered with the CNMV in connection with the Transaction.

V. DBRS Ratings GmbH, Sucursal en España ("**MDBRS**") and Moody's Investors Service España, S.A. ("**Moody's**") (jointly, the "**Rating Agencies**") have provisionally assigned to the Notes the ratings indicated below, which are expected to be confirmed before the First Disbursement Date. The Class A Loans shall initially hold no credit rating:

	Amount	MDBRS	Moody's
Class B	€ 38,500,000	A (high) (sf)	A1 (sf)

Class C	€ 42,000,000	BBB (low) (sf)	Baa3 (sf)
Class D	€ 12,300,000	BBB (low) (sf)	Ba2 (sf)

- VI. The Fund has appointed Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U. ("**IBERCLEAR**") as the entity responsible for maintaining the accounting register of the Notes, in accordance with Article 33 of the Royal Decree 814/2023 (*Real Decreto 814/2023, de 8 de noviembre, sobre instrumentos financieros, admisión a negociación, registro de valores negociables e infraestructuras de mercado*) (as amended from time to time, the "**Royal Decree 814/2023**"). The clearing and settlement of the Notes shall be carried out in accordance with the operating rules of IBERCLEAR with respect to securities admitted to trading on the Qualified Investors Segment of Vienna MTF.

Therefore, the clearing and settlement of the Notes is carried out in accordance with the operating rules that are established or may be approved in the future by IBERCLEAR or any other entity which may replace it, in respect of securities admitted to trading on the Qualified Investors Segment of Vienna MTF ("**Vienna MTF**").

- VII. The Management Company shall request the admission to trading of the Notes on the Qualified Investors Segment of Vienna MTF (operated by the Vienna Stock Exchange (Wiener Börse)), which is not an official secondary market but rather a multilateral trading facility, as defined in paragraph (22) of Article 4.1 of Directive (EU) 2014/65 of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.

- VIII. That, pursuant to the Reinvestment Agreement executed on the date hereof, by and between the Fund, represented by the Management Company and BNPP, the Fund has appointed BNPP as fund accounts provider to open and regulate the terms and conditions of the Treasury Account, the Swap Collateral Account and the Servicer Fee Reserve Account (as defined therein).

The actions and agreements referred to in recitals I to VIII above shall be referred to as the "**Transaction**".

- IX. In connection with the Transaction, Banco Santander, S.A., HSBC Continental Europe, ING Bank, eine Niederlassung der ING-DiBa AG and UniCredit Bank GmbH have been appointed as co-arrangers for the purposes of Article 72 of Royal Decree 814/2023 and as joint lead managers (hereinafter, the "**Joint Lead Managers**") pursuant to the management, placement and subscription agreement executed on the date hereof by and between the Fund, represented by the Management Company, OpenBank and

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the Joint Lead Managers (the "**Management Placement and Subscription Agreement**").

- X. That BNPP is willing to provide certain financial services (paying agency) to the Fund in accordance with the provisions hereof.
- XI. BNPP and the Management Company, in the name and on behalf of the Fund, are setting out the terms and conditions of the appointment of BNPP in its capacity of paying agent of the Fund.

Based on the above, the Parties agree to enter into this Agreement, which is governed by the following

CLAUSES

1. DEFINITIONS AND INTERPRETATION

- 1.1. Capitalised terms used in this Agreement will have the meaning ascribed to them in the Deed of Incorporation, unless they are expressly given a different meaning herein.
- 1.2. This Agreement shall be interpreted in accordance with the Deed of Incorporation and the other Transaction Documents, from which this Agreement forms part, having the same purpose.
- 1.3. Words appearing in Spanish shall have the meaning ascribed to them under the laws of Spain and such meaning shall prevail over their translation into English, if any.
- 1.4. Except otherwise indicated herein, any reference in this Agreement to a time of the day shall be construed as a reference to Central European Time (CET).
- 1.5. Where any Party to this Agreement from time to time acts in more than one capacity under this Agreement, the provisions of this Agreement shall apply to such Party as though it were a separate Party in each capacity.

2. PURPOSE

2.1. Appointment

The Management Company, acting for and on behalf of the Fund, hereby appoints BNPP (i) as Paying Agent in order to provide the financial services regulated in this Agreement in connection with the Notes of each Class issued by the Fund, and (ii) as EURIBOR Provider, in order to provide the services set forth in Clause 3.4 below, with effects from the Date of Incorporation.

2.2. Acceptance

The Paying Agent accepts such appointment and undertakes to service the issuance of the Notes in accordance with the provisions of this Agreement.

2.3. Functions

The Paying Agent shall carry out the services described in Clause 3 of this Agreement upon receipt of any Authorised Instruction, together with any information and data that may be deemed required by the Paying Agent for the performance of any such functions, from the Management Company. The Paying Agent is fully authorised and shall act following the Management Company instructions and shall not accept any instructions from any other third person thereof.

Any Authorised Instruction received by the Paying Agent from the Management Company (or any of its representatives) shall be deemed valid and effective. In case the Authorised Instruction is received by email, the Paying Agent shall be obliged to verify the authority of the representative of the Management Company. The Paying Agent shall not be obliged to verify the suitability, appropriateness or adequacy of such instructions. Consequently, the Paying Agent shall be released from any liability arising from their execution and/or processing in good faith, save where the Paying Agent has incurred in wilful misconduct or negligence, either by act or by omission.

Without prejudice to the above, the Paying Agent may, acting reasonably, require the Management Company to clarify or confirm any Authorised Instruction and may decline to act in accordance with an Authorised Instruction if it does not receive an explanation or confirmation which is satisfactory to it (acting reasonably). The Paying Agent shall not be responsible for any losses resulting from any delay by the Management Company in providing any clarification or confirmation, or from the Paying Agent reasonably exercising its right to decline to act in their absence.

In the event of any failure or delay by the Management Company providing the Authorised Instruction (in whole or in part) and, in particular but without limitation, in the cases referred to in Clause 3 below, the Paying Agent shall not perform any action until such Authorised Instruction is correctly received and the explanation or confirmation by the Management Company is satisfactory to the Paying Agent. In any event, the failure or delay arising from the Paying Agent not following such instructions shall not be attributable to the Paying Agent and, therefore, the Management Company shall not be entitled to claim any amount from the Paying Agent in connection thereto. Further, the Fund shall hold the Paying Agent harmless against any claims brought by the beneficiaries of such payments, collections or other obligations not effected or effected late as a result of such failure or delay.

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The Paying Agent shall not be required to follow any Authorised Instruction that would violate any applicable law or regulation of any government or governmental body (including any court or tribunal) or that would be contrary to any provision of this Agreement.

The Paying Agent shall not be obliged to act in accordance with Authorised Instructions which are in its opinion contrary to any laws, regulations or market practice, nor shall it be required to verify whether such Authorised Instructions comply with all applicable laws, regulations or market practices. In the case where an Authorised Instruction does not, in the Paying Agent's opinion, comply with applicable laws, regulations or current market practice, the Paying Agent will inform the Management Company so that the Management Company may send an Authorised Instruction which complies with such laws, regulations or market practices. The Paying Agent shall not be under any obligation to modify any Authorised Instruction which does not comply with any laws, regulations or market practices.

The Paying Agent shall make payments on behalf of the Fund by debiting the Treasury Account in accordance with the instructions received by the Management Company, who will only give them in accordance with the relevant Pre-Enforcement Priority of Payments or Post-Enforcement Priority of Payments set out in Clauses 28.1 and 28.4 of the Deed of Incorporation. The Paying Agent shall rely on such instructions without any duty to verify or otherwise ascertain the accuracy or compliance of any such instructions, provided that such instructions are given in accordance with the terms of this Agreement.

The Paying Agent undertakes to comply with the obligations established under article 44 of Royal Decree 1065/2007, of 27 July, approving the General Regulation of tax management and audit measures and procedures, implementing the common application procedures for taxes (*Real Decreto 1065/2007, de 27 de julio, por el que se aprueba el Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos*).

For these purposes, "**Authorised Instructions**" means written communications from the Management Company on behalf of the Fund received by the Paying Agent, which include all the information requested by the Paying Agent to be able to execute the instructions that this Agreement permits, and which are sent and received on a secure transmission system (swift or equivalent) or by fax (solely and exclusively under the conditions specified in the fax disclaimer subscribed for these purposes by the Management Company, in the name and on behalf of the Fund, and subject to inclusion of one or more signatures which BNP Paribas considers, in good faith, as

issued by the Authorised Persons of the Management Company on behalf of the Fund) or Neolink (following signature of the Neolink agreement).

3. SERVICES PROVIDED BY THE PAYING AGENT

3.1. Disbursement of the issue

On or before 15:00 CET on the First Disbursement Date, the Paying Agent will:

- (a) book the Notes placed by the Joint Lead Managers amongst Qualified Investors to the proprietary account of the Settlement Bank in IBERCLEAR on a delivery versus payment basis;
- (b) book the Shortfall Notes (if any) to be subscribed by the Joint Lead Managers, in accordance with the instructions of the Settlement Bank, to the proprietary account of the Settlement Bank in IBERCLEAR on a delivery versus payment basis;
- (c) pay to the Fund, with same-day value, the subscription price of the Notes placed by the Joint Lead Managers amongst Qualified Investors, by crediting the Treasury Account; and
- (d) pay to the Fund, with same-day value, the subscription price of any Shortfall Notes to be subscribed and paid for by the Joint Lead Managers, by crediting the Treasury Account.

For these purposes, the "**Treasury Account**" is the following: IBAN ES41 0144 0001 3401 0000 2332.

3.2. Delivery of Mezzanine Funding Notices

On each Mezzanine Funding Notice Date during the Revolving Period, the Paying Agent shall, upon receipt of the relevant instructions from the Management Company, deliver the corresponding Mezzanine Funding Notices through IBERCLEAR to the Mezzanine Noteholders requesting the relevant Mezzanine Funding Amounts to finance the acquisition of Ramp-Up Additional Receivables, in accordance with Clause 10.5 of the Deed of Incorporation.

3.3. Payments made against the Fund

On each Payment Date, the Paying Agent will make the payment of any interests and repayment of the principal of the Notes in accordance with the appropriate instructions received from the Management Company, who will only give them in accordance with the relevant Pre-Enforcement Priority of Payments or, where applicable, Post-Enforcement Priority of Payments described in Clauses 26.1 and 28.4 of the Deed of Incorporation (the "**Instructions**"). The Paying Agent shall rely on the

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Instructions without any duty to verify or otherwise ascertain the accuracy or compliance of any such Instructions, provided that such Instructions are given in accordance with the terms of this Agreement.

Instructions of the Management Company must be received by the Paying Agent three (3) Business Days before the date on which the Paying Agent shall effect the corresponding payment.

Payments to be made by the Paying Agent on each Payment Date will be made through the corresponding IBERCLEAR participating entities, in whose registries the Notes are recorded, in accordance with IBERCLEAR's procedures in force regarding this service and following the Instructions provided by the Management Company.

If there are insufficient Available Funds in the Treasury Account on a Payment Date, the Paying Agent shall immediately notify this circumstance to the Management Company so that the Management Company may adopt the appropriate measures. In such case, the Paying Agent will not make any payments until the relevant funds are received in the Treasury Account.

3.4. Communication of Reference Rate

The Paying Agent, in its capacity as EURIBOR Provider, shall communicate to the Management Company by email, before 12:00 CET on the date falling two (2) Business Days prior to the beginning of the relevant Interest Accrual Period (each such date, a "**Reference Rate Determination Date**"), the Reference Rate (as defined below), including the supporting documentation for such calculations. For the avoidance of doubt, the Paying Agent shall not be required to perform any calculations.

The reference interest rate ("**Reference Rate**") for determining the nominal interest rate applicable to the Class A Loans and the Notes is as follows:

- (a) the rate offered in the Eurozone interbank market for three-month euro deposits appearing on the Reuters-Euribor01 page (or (A) such other page as may replace the Reuters-Euribor01 page for similar service for the purpose of displaying such information or (B) if that service ceases to display similar information, such other page or such equivalent service that displays this information (or, if more than one, the one which is used by the Paying Agent) or may replace the Reuters-Euribor01 page) (the "**Screen Rate**") at or about 11:00 CET on the Reference Rate Determination Date.

By way of exception, the Reference Rate for the Initial Interest Accrual Period shall be obtained from the result of the linear interpolation of the 1-month EURIBOR rate and the 3-month EURIBOR rate quoted at approximately 11:00 CET on the Reference Rate Determination Date,

considering the number of days of the Initial Interest Accrual Period, according to the following formula:

Where:

R = Reference Rate for the Initial Interest Accrual Period

dt = Number of days of the Initial Interest Accrual Period

d2 = Number of days corresponding to the 1-month EURIBOR

d3 = Number of days corresponding to the 3-month EURIBOR

E2 = 1-month EURIBOR rate

E3 = 3-month EURIBOR rate

- (b) if the Screen Rate for euro deposits is unavailable at the time in respect of the relevant period, then the rate for any relevant period will be the arithmetic mean (rounded to four decimal places with the mid-point rounded upwards) of the rates communicated to the Paying Agent at its request by BNP PARIBAS, S.A., BANCO BILBAO VIZCAYA ARGENTARIA, S.A. LONDON BRANCH, BANCO SANTANDER, S.A., LONDON BRANCH and CECABANK, S.A., LONDON BRANCH (the "**Reference Banks**") as the rate at which euro deposits in respect of the relevant period in a representative amount are offered by the Reference Bank to leading banks in the eurozone interbank market at or about 11:00 CET on the Reference Rate Determination Date;
- (c) if, at the relevant time, the Screen Rate is unavailable and only two of the Reference Banks provide such quoted rate to the Paying Agent, the relevant rate will be determined on the basis of the quoted rates of those two Reference Banks able to provide such quotations; or
- (d) if, at the relevant time, the Screen Rate is unavailable and only one or none of the Reference Banks provides the Paying Agent with such a quoted rate, the rate will be the rate in effect for the immediately preceding Interest Accrual Period to which paragraph (a) refers.

On the first Reference Rate Determination Date, if the Reference Rate is not published in accordance with the provisions of paragraphs (a) to (d) above, the interest rate applied will be the interest rate published on the last Business Day on which such Reference Rate was published.

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The Management Company will keep copies of the Screen Rate printouts sent by the Paying Agent or, if appropriate, the quote statements from the banks referred to in paragraph (b) above, as documents evidencing the determination of the EURIBOR rate.

On each Reference Rate Determination Date, the Paying Agent will notify the Management Company of the Reference Rate that will serve as the basis for the calculation of the nominal interest rate applicable to the Notes.

As at the date of this Agreement, EURIBOR is provided and administered by the European Money Markets Institute ("EMMI"). EMMI is included on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (ESMA) pursuant to article 36 of Regulation (EU) no. 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark Regulation**").

3.5. Fall-back provisions

Notwithstanding anything to the contrary, the fall-back provisions set forth in Clause 18.4 of the Deed of Incorporation will apply if the Management Company, in the name and on behalf of the Fund (acting on the advice of the Seller), determines that a Reference Rate Modification Event has occurred.

3.6. Determination and notification of interest rates

On each Reference Rate Determination Date (as defined in Clause 3.4 above), the Management Company shall determine the Interest Rate applicable to the Notes for the relevant Interest Accrual Period (based on the information provided by the EURIBOR Provider according to Clause 3.4).

The Management Company shall notify the Interest Rate of the Notes to the Paying Agent by email at least three (3) Business Days in advance to each relevant Payment Date (or such other date as agreed between the Management Company and the Paying Agent from time to time). The Management Company will also communicate this information to Vienna MTF and IBERCLEAR, and, only in respect of the First Payment Date, to the Joint Lead Managers.

The Interest Rate of the Notes for subsequent Interest Accrual Periods shall be communicated by the Management Company to the Noteholders within the deadline and in the manner set forth in Clause 25 of the Deed of Incorporation.

3.7. Payments

Withholding, levies or taxes now or hereafter applicable to the principal, interest or returns on the Notes shall be borne exclusively by the Noteholders via their custodian in IBERCLEAR, and the amount thereof will be deducted by the Management Company, on behalf of the Fund, through the Paying Agent, in the manner provided by law.

Any interest accrued and unpaid under the Notes will not accrue any additional interest or default interest and will not be added to the Principal Amount Outstanding of the Notes.

Payments in connection with the Notes (other than the Class B Commitment Fee and the Class C Commitment Fee, as applicable) will be made through the Paying Agent, which will use IBERCLEAR and its participating institutions to distribute the amounts to the Noteholders in accordance with their established procedures. Payment of interests and repayment of principal will be notified by the Management Company to the Paying Agent. The Paying Agent shall notify IBERCLEAR, who shall in turn notify the participating entities so that the Noteholders can be notified as described in Clause 25 of the Deed of Incorporation.

3.8. Nominal increases in Mezzanine Notes

In accordance with Clause 10.5 of the Deed of Incorporation, the Management Company shall notify the Paying Agent and Vienna MTF, no later than three (3) Business Days prior to the relevant Disbursement Date during the Revolving Period, of the free-of-payment nominal increase applicable to each Mezzanine Note, together with the resulting nominal amount of each Mezzanine Note following such increase, calculated and rounded in accordance with Clause 10.6 of the Deed of Incorporation. Upon receipt of such notification, the Paying Agent shall promptly (and in any event, on the same Business Day) notify IBERCLEAR of such free-of-payment nominal increase and shall take such further steps as may be necessary or appropriate in connection with the recording of the updated nominal amount of each Mezzanine Note through IBERCLEAR and its participating entities.

If, on the relevant Disbursement Date, all or part of the Mezzanine Funding Amounts and/or the Class A Funding Amounts are not effectively received by the Fund in the Treasury Account, such that the aggregate amount effectively received is less than the amount required to purchase the relevant Ramp-Up Additional Receivables in accordance with Clause 6.1.2 of the Deed of Incorporation, the Management Company shall notify the Paying Agent, no later than 13:00 CET on the relevant Disbursement Date, that such disbursement has not been fully received in the Treasury Account. Upon receipt of such notice, the Paying Agent shall promptly notify IBERCLEAR, in any event no later than 14:00 CET on that same Disbursement Date,

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that the free-of-payment nominal increase of the relevant Mezzanine Notes notified in accordance with the preceding paragraph must be reversed in full.

3.9. Reference Rate Modification

Clause 18.4 of the Deed of Incorporation provides that the Management Company shall notify the Paying Agent in writing at least ten (10) Business Days in advance of a proposed Reference Rate Modification before publishing a Reference Rate Modification Announcement to the Noteholders.

In addition, the Deed of Incorporation provides that where the Most Senior Class is a class of Notes, the Noteholders representing a percentage equal to or higher than 10 per cent. of the Principal Amount Outstanding of the relevant Most Senior Class may, during the notice period set out in the Reference Rate Modification Announcement, instruct the Paying Agent (in accordance with the then current practice of any applicable clearing system through which the relevant Most Senior Class may be held) that they do not consent to the proposed Reference Rate Modification, in which case such proposed Reference Rate Modification shall not be implemented and the Reference Rate applicable to the Notes shall be equal to the last available Reference Rate, all in accordance with Clause 18.4 of the Deed of Incorporation. The Paying Agent shall promptly notify the Management Company of any such instructions received from the relevant Noteholders.

Notwithstanding the foregoing, insofar as it is not technically or operationally feasible and until an agreement on the terms and conditions of this additional service is reached between the Parties, the Paying Agent shall only communicate, as a purely informational event, any Reference Rate Modification Announcement through the relevant clearing system on an informational basis only. The relevant Noteholders who do not consent to the proposed Reference Rate Modification must send their non-consent in writing directly to the Management Company (acting on behalf of the Fund), during the notice period set out in the Reference Rate Modification Announcement, and the Paying Agent shall not be required to receive or process any such instructions. As above, where the Most Senior Class is a class of Notes and Noteholders representing a percentage equal to or higher than 10 per cent. of the Principal Amount Outstanding of the relevant Most Senior Class deliver written notice of non-consent to the Management Company in accordance with this paragraph, the proposed Reference Rate Modification shall not be implemented and the Reference Rate applicable to the Notes shall be equal to the last available Reference Rate, all in accordance with Clause 18.4 of the Deed of Incorporation.

4. WITHHOLDING TAXES

The Paying Agent shall request from the Iberclear Members the declaration drawn up in accordance with the form provided in the annex to the Royal Decree 1065/2007, of

27 July, on General Tax Regulations (*Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por el Real Decreto 1065/2007, de 27 de julio*) (the "**General Tax Regulations**") (enclosed as Schedule 2), referring to the closing of the market on the Business Day before the relevant Payment Date, on the terms and conditions provided in such General Tax Regulations (the "**Declaration**").

If the Iberclear Members have submitted, on the Business Day preceding the relevant Payment Date, the Declaration, the Paying Agent, as the payer for and on behalf of the Fund, will pay to the Iberclear Members through Iberclear's technical means the full amount of principal and interest on the Notes in accordance with the terms established in the Declaration and the terms and conditions of the Notes. In addition, it will pay to the Iberclear Members, after deduction of the applicable withholding, the interest on the Notes which, in accordance with the content of the Declaration and the terms and conditions of the Notes, must be paid net of the applicable withholding.

If the Iberclear Members do not submit the Declaration to the Paying Agent or to Iberclear on the Business Day preceding the aforementioned Payment Date or the Paying Agent considers that the Declaration is incomplete or inaccurate or is not in conformity with the provisions in the General Tax Regulations, or otherwise the terms and conditions of the Notes regulate that payments will be made net of any applicable withholding, the Paying Agent, as the payer for and on behalf of the Fund, will pay to the Iberclear Members through Iberclear's technical means the net sum resulting from applying the general withholding rate in force on that date to the full amount of interests.

If, however, the Iberclear Members submit the Declaration, completed as required to the Paying Agent before or on the 10th day of the month following the month in which the maturity of the Notes takes place (the "**Time Limit**"), the Paying Agent, as the payer for and on behalf of the Fund, and provided that it receives the relevant instructions from the Management Company to do so, will pay to the Iberclear Members any excess amounts withheld, as soon as it receives the above Declaration duly completed.

Within five (5) Business Days following each Payment Date the Paying Agent shall deliver to the Management Company the list of the distribution of the payment that has been settled to each of the Iberclear Members holding the book-entry securities of the Notes issued on the relevant Payment Date, with an indication of the Iberclear Member's corporate name and tax identification number, the number of Notes, and the amount of gross interest, withholding and net interest paid. This same information must be provided within two (2) Business Days following the Time Limit,

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in respect of excess withholdings transferred by the Paying Agent to the Iberclear Members in accordance with this Clause 4 above.

The Paying Agent will receive instructions from the Management Company, to refund, if applicable, the withholdings made and pending to be paid to the Spanish Tax Authorities.

Notwithstanding any other provision of this Agreement, the Paying Agent, as the payer for and on behalf of the Fund, shall be entitled to make a withholding or deduction from any payment which it makes under the Notes for or on account of any Tax, if and only to the extent so required by Applicable Law, in which event the Paying Agent, as the payer for and on behalf of the Fund, shall reasonably promptly after making such payment return to the Fund the amount so withheld or deducted, so that the Fund shall so account to the relevant Authority for such amount.

For the purposes of this clause, "**Applicable Law**" means any law or regulation, "**Authority**" means any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction and "**Tax**" means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Authority having power to tax.

5. LIABILITY LIMITATION OF THE PAYING AGENT

The Paying Agent will indemnify the Fund and the Management Company and compensate them in respect of any direct damage or loss incurred by either of them by reason of wilful misconduct or negligence (either by act or by omission) on the part of the Paying Agent.

The Management Company undertakes to indemnify the Paying Agent and to compensate it for:

- (a) Any expense, claim, loss or damage and other responsibilities incurred or suffered by the Paying Agent as a direct or indirect result of its fulfilment of the obligations derived from this Agreement, unless the Paying Agent fails to follow a professional standard of care, acts with wilful intent or gross negligence.
- (b) Any expense, claim, loss or damage and other responsibilities derived from a breach by the Fund or Management Company of their obligations under this Agreement.

The Paying Agent will not under any circumstances be liable to the Fund or the Management Company or to any other third party for indirect or consequential damages or losses such as, for example, loss of profit or loss in respect of opportunity cost. In the absence of wilful misconduct or negligence on the part of the Paying

Agent, it will not be liable for any damages or losses incurred by the Fund or the Management Company or any third party and, in particular, without limitation, in the following cases:

- (a) for delay in the implementation of any orders or instructions given by the Management Company on behalf of the Fund.
- (b) for any action performed by the Paying Agent in good faith on the basis of an Authorised Instruction.

For these purposes:

"Authorised Persons" means persons hired by the Management Company, duly empowered or authorised by the Management Company (a copy of that power of attorney or authorisation must be delivered to the Paying Agent), to act on behalf of the Fund for the purposes of this Agreement. These persons will continue to be considered by the Paying Agent as Authorised Persons until the Management Company, in the name and on behalf of the Fund, gives duly authenticated notification to the Paying Agent of withdrawal of the powers of the persons mentioned.

6. VOLUNTARY TERMINATION BY THE PAYING AGENT

During a one-year period from the date of execution of this Agreement (the **"Mandatory Compliance Period"**), the Paying Agent shall not resign from its position as Paying Agent, except for justified cause motivated by:

- (i) a material default of the Fund in the performance of its material obligations under this Agreement; or
- (ii) the occurrence of supervening circumstances that would prevent or substantially hinder the Paying Agent from continuing to provide its services, including in particular:
 - (a) the definitive termination by the Paying Agent of its activity as paying agent or fund accounts provider for securitisation funds in Spain; or
 - (b) a legal or regulatory change or any other mandatory measure or binding interpretative criteria that may cause the Paying Agent's performance of this Agreement to result in a breach of applicable law or regulation.

Once the Mandatory Compliance Period has elapsed, the Paying Agent may, at any time, terminate this Agreement (referring exclusively to the paying agency services) by giving at least two (2) months' prior written notice to the Management Company, provided that: (i) another entity with similar financial characteristics, and accepted by the Management Company (acceptance which may not be unreasonably withheld),

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replaces the Paying Agent as regards the duties undertaken by virtue of the Paying Agency Agreement; (ii) notice is given to CNMV and the Rating Agencies by the Management Company; and (iii) the Rating Agencies confirm that the ratings assigned to the Notes are not negatively affected.

Upon receipt of a resignation notice from the Paying Agent, the Management Company shall use its best efforts to appoint a paying agent as soon as possible. If the Management Company has not appointed a new paying agent within sixty (60) calendar days from receipt of such resignation notice, the Paying Agent may itself propose one or more candidates to act as paying agent, provided that any such candidate is an institution with similar financial characteristics.

7. REPLACEMENT OF THE PAYING AGENT BY THE MANAGEMENT COMPANY

During the Mandatory Compliance Period, the Management Company shall not substitute the Paying Agent, except if the Paying Agent materially defaults in its material obligations under this Agreement or if an Insolvency Event in respect of the Paying Agent occurs.

Once the Mandatory Compliance Period has elapsed, the Management Company may, at any time, at its sole discretion, substitute the Paying Agent, provided that it notifies the Paying Agent in writing at least two (2) months in advance of the envisaged termination date and that (i) another entity with similar financial characteristics is appointed by the Management Company to replace the Paying Agent as regards the duties undertaken by virtue of this Agreement; (ii) notice is given to CNMV and the Rating Agencies; and (iii) the Rating Agencies confirm that the ratings assigned to the Notes are not negatively affected.

8. ASSUMPTION OF COSTS IN THE EVENT OF VOLUNTARY TERMINATION BY THE PAYING AGENT OR MANDATORY REPLACEMENT BY THE MANAGEMENT COMPANY

Any costs resulting from the voluntary termination of the Paying Agency Agreement by the Paying Agent or by the Management Company as well as any on boarding fees payable to the substitute Paying Agent will be considered Ordinary Expenses of the Fund.

9. CONTINUITY OF OPERATIONS

Neither the termination of the Paying Agency Agreement by the Paying Agent nor by the Management Company will be effective until the new entity assuming the position of paying agent has effectively assumed its functions.

10. PAYING AGENT FEES

As consideration for all the services to be provided by BNPP, as Paying Agent and EURIBOR Provider, the Management Company, for and on behalf of the Fund, shall pay quarterly on each Payment Date a fee for a total amount of TWO THOUSAND FIVE HUNDRED EUROS (€2,500), VAT and any other applicable tax excluded, if applicable, following the Pre-Enforcement Interest Priority of Payments or, where applicable, the Post-Enforcement Priority of Payments, described in Clauses 28.1 and 28.4 of the Deed of Incorporation. The Parties agree that the aforementioned fee covers all the services to be provided by BNPP under this Agreement in both its capacity as Paying Agent and as EURIBOR Provider, including, without limitation, the services to be provided in relation with the payment of any interests and repayment of the principal of the Notes.

The Paying Agent will be reimbursed, always at cost and against reasonable supporting documentation, for all reasonable and duly supported out-of-pocket expenses, legal expenses and any taxes (including VAT), whether payable currently or in the future, incurred on behalf of the Fund (including legal publications, telex, postage expenses and any other similar duties, stamps or taxes including VAT, if any) in connection with the execution, performance and enforcement of this Agreement and its obligations hereunder.

The Paying Agent shall be entitled to receive the fees accrued and expenses incurred and due to the Paying Agent in accordance with this Clause up to the date of termination of this Agreement. If any fee has been paid in advance by the Management Company, on behalf of the Fund, for a period during which the Paying Agent ceases to act as such, the Paying Agent shall reimburse to the Fund the corresponding unearned fees on a *pro-rata* basis.

11. TERM

Notwithstanding Clauses 6, 7 and 21 of this Agreement, this Agreement shall be in force until the earlier of the following: (i) the Legal Maturity Date; or (ii) the date on which the Management Company or the Seller carry out Early Liquidation of the Fund or the termination of the Fund, pursuant to Clauses 5.1 and 5.2 of the Deed of Incorporation.

12. ASSIGNMENT AND SUBCONTRACTING

None of the Parties shall assign or transfer any of its rights, benefits or obligations arising hereunder without the prior, express and written consent of the other Parties hereto, except in the case of an acquisition, merger, spin-off, absorption, contribution or total or partial assignment of assets or business between companies of the same

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group (as defined by the applicable laws) to which one of the Parties belongs, being sufficient in this case the prior notification to the other Party.

Notwithstanding the above, the Paying Agent may subcontract or delegate to other companies within the Paying Agent's group, with acknowledged capacity, the paying agency functions regulated in this Agreement, when (i) legally possible, and (ii) the subcontractor or delegate has waived the right to claim any responsibility from the Fund. In case such subcontract or delegation is not made in favour of a company belonging to the Paying Agent's group, prior written consent from the Management Company, for and on behalf of the Fund, which shall not be denied without reasonable cause, will be required. The Paying Agent may cancel such subcontracts or delegations under the same terms.

In any event, this subcontracting or delegation shall not imply any extra costs or expenses for the Fund or the Management Company. Neither of them will assume any additional liability as a result of such subcontracting or delegation. Any subcontracting will be notified to CNMV and, if legally necessary, its previous approval will be obtained.

13. NO SET-OFF

The Paying Agent expressly and irrevocably waives application of any set-off rights that it may have against the Fund. Accordingly, the Parties expressly exclude the application of the set-off contemplated in articles 1,195 and 1,202 of the Civil Code.

14. EXPENSES AND TAXES

The Management Company, in the name and on behalf of the Fund, will pay the expenses and taxes arising from negotiating, formalising, executing and cancelling this Agreement.

The services regulated in this Agreement are subject to VAT, according to Article 4 of Law 37/1992, of December 28, on Value Added Tax (*Ley 37/1992, de 28 de diciembre, del Impuesto sobre el Valor Añadido*).

15. NOTICES

15.1. Form and language

All communications and notices made by the Parties pursuant to or in relation to this Agreement must be in writing, in Spanish or English, by one of the following methods:

- (a) hand delivery, with written confirmation of receipt by the other Party;
- (b) notarial service;

- (c) mail or email, or
- (d) by any other means, provided that, in all cases, there is proof of receipt by the addressee or addressees.

15.2. Designated addressees for notices

Communications and notices between the Parties will be sent to the addressees listed in **Schedule 1**.

Any changes to the addressees and contact persons indicated under this Agreement must be immediately notified to the other Party as provided in this clause. Until a Party receives notice of these changes, any notice it makes to the addressees and persons indicated in this Agreement will be deemed valid.

16. CONFIDENTIALITY

The Parties will keep this Agreement, its object, terms and conditions, and the documents, information and know-how resulting from it (the "**Confidential Information**") confidential except in the following circumstances:

- (a) the Confidential Information is disclosed to the directors and employees of the Parties and/or their respective affiliates, the members of their board of directors or senior management, or those professionally participating as legal, accounting or financial consultants, or other specialised consultants. Additionally, the Parties agree to ensure that their directors, employees and consultants comply with the provisions of this clause;
- (b) the Parties have granted prior express written consent to disclose the Confidential Information, in whole or in part, in accordance with the terms and subject to the limitations set out in such consent;
- (c) the disclosure of Confidential Information is required in order to comply with any binding obligations or to enforce any rights under this Agreement, or is required by any law or regulation (including the Securitisation Regulation) or requirement (whether or not having the force of law) of any governmental authority in accordance with which the Parties are required to comply (including CNMV or any official bank examiners or regulators);
- (d) the disclosure of any information:
 - (i) to any of the Rating Agencies;
 - (ii) in order to obtain the admission of the Notes to listing;

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(iii) which is necessary or desirable to provide to prospective investors in the Notes (in such case, with the prior consent of all Parties); or

(e) the Confidential Information has already been made public.

In such cases, the Party who is compelled to disclose Confidential Information shall, to the extent legally permitted, inform the rest of the Parties of the requested disclosure.

The relevant Party shall only disclose the minimum amount of Confidential Information strictly necessary for the purposes of the relevant disclosure information or requirement.

Notwithstanding the above, the Management Company, in the name and on behalf of the Fund expressly (i) agrees and authorises BNP Paribas to disclose any information (including the Fund's identity name and address; and the Notes holdings information) that may be required pursuant to local law or regulations applicable to the Notes and (ii) agrees not to hold BNP Paribas liable for any losses arising out of such disclosure.

17. INTERPRETATION RULES

17.1. Headings

The headings and table of contents in this Agreement are for reference purposes only and will not affect its interpretation.

17.2. Supremacy

If any conflict arises between the clauses of this Agreement and the content of its schedules or a supplementary document, the terms, spirit and object of the clauses of this Agreement will prevail, unless otherwise specified.

17.3. Severability and integration of clauses

The illegality, invalidity or nullity of any of the clauses of this Agreement will not affect the validity of its other provisions, provided that the Parties' rights and obligations resulting from this Agreement are not affected in an essential manner. "Essential" means any situation that harms the interests of any of the Parties or that affects the object of this Agreement. These clauses must be replaced or integrated into other clauses that, under the law, meet the objectives of the replaced clauses.

17.4. Entire agreement and amendments

This Agreement is the entire agreement of the Parties on the date it is entered into in relation to the matters in it, and it replaces and supersedes all other previous agreements related to its object.

Amendments to this Agreement must be specified in writing and signed by the Parties.

For the purpose of amending this Agreement, all required administrative authorisations that may be necessary must have been obtained, and such amendment shall not negatively affect the rating assigned by the Rating Agencies to the Notes.

Any amendment to this Agreement must promptly be made available to the Rating Agencies.

17.5. Waiver

No waiver of any right under this Agreement or resulting from its breach shall be effective, unless such waiver is made expressly and in writing.

If any Party waives its rights under this Agreement or any breach of this Agreement by the other Party pursuant to the previous paragraph, the waiver will not be considered a waiver of any other right under this Agreement or any other breach by the other Party, even if it is similar to the waived event.

18. PROTECTION OF PERSONAL DATA

Each Party is an independent Data Controller with respect to the processing it carries out under this Agreement. The Parties are not joint Data Controllers and no Party acts as Data Processor vis-a-vis the other. As such, no Party may be held jointly and severally liable, in any way whatsoever, for actions, omissions or breaches of the other Party's obligation as Data Controller.

The Parties hereby agree to comply with the regulations on the protection of personal data, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and Organic Law 3/2018, of 5 December, on the Protection of Personal Data.

Each Party undertakes to inform the signatories of this Agreement, any third party intervening in it, including, without restriction, guarantors, representatives or authorised parties and the individuals that may be designated as contact persons to receive notices in accordance with Clause 15 above (the "**Data Subjects**") that their data ("**Personal Data**") will be processed by each Party as independent data

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controllers, mainly for the following purposes and according to the indicated entitlements:

- (a) Engaging (entering into agreements with), maintaining and monitoring the contractual relationship established between the Data Subjects and the Parties. Such Personal Data processing is necessary to comply, develop, control and/or execute the provisions of the present Agreement.
- (b) The prevention, investigation and/or discovery of fraudulent activities, potentially including the disclosure of the Data Subjects' Personal Data to third parties, whether or not these are companies of the Management Company's group. Such data processing is necessary to fulfil the Parties' legitimate interests.

BNP Paribas carries out a number of different Personal Data processing tasks in relation to the performance of this Agreement. Information on data processing, the purpose of such processing and the manner in which Data Subjects may exercise their rights over their data are set out in the BNP Paribas data protection notice, which may be consulted at: https://cib.bnpparibas.com/about/privacy-policy_a-38-60.html

To provide this service as described in this Agreement, BNP Paribas may need to process personal data (including but not limited to name, address, tax residence and tax documentation) related to the beneficial owner of the Notes or the intermediaries involved in the chain of custody. The scope of the personal data processed will depend on the Applicable Law. The personal data processed is limited to what is necessary to perform the services and to fulfil the regulatory obligations of the BNP Paribas to deliver such services.

Additionally, the Personal Data will be processed in respect of the adoption of due diligence measures in accordance with Law 10/2010, of 28 April, on anti-money laundering and terrorism financing (*Ley 10/2010, de 28 de abril, de prevención del blanqueo de capitales y de la financiación del terrorismo*) and the implementing regulations thereof (the "**Anti-Money Laundering Regulations**"), with the purpose of preventing money laundering and terrorism financing. The Personal Data collected in connection with this Agreement will be stored during the term of this Agreement plus the period set out under the applicable regulations and shall not be disclosed to third parties except, when the Parties are required by law, to the competent public authorities, the Spanish Tax Authorities and the courts or judges, in the exercise of their functions. Furthermore, the Personal Data may be disclosed to Management Company group's companies and BNP Paribas Group to execute and manage the Agreement as well as for the prevention of fraud.

Unless the provision of such information proves impossible or would require disproportionate effort, the Management Company, in the name and on behalf of the

Fund agrees to inform Data Subjects whose Personal Data is disclosed by the Management Company, in the name and on behalf of the Fund to BNP Paribas, of the processing carried out by BNP Paribas and to draw their attention to the BNP Paribas data protection notice available in the website mentioned above.

If a court and/or supervisory authority requests information, conducts an investigation or brings an action against a Party pursuant to this Clause, the other Party agrees to promptly cooperate in good faith in order to provide reasonable assistance to such Party to the extent requested by the latter.

Promptly upon discovery, each Party shall notify the other Party of any Personal Data Breach of the first Party's personal data that could affect the other Party's Personal Data to which it has had access hereunder.

- For BNP Paribas, this notice shall be sent to: csirt@bnpparibas.com

- For the Management Company, in the name and on behalf of the Fund, this notice shall be sent to: privacidad@gruposantander.es or to atencdie@gruposantander.es, or by post to calle Juan Ignacio Luca de Tena 9-11, 28027 Madrid.

19. APPLICABLE LAW

This Agreement is governed by Spanish general law (*derecho común español*).

20. JURISDICTION

The Parties agree to submit all disputes arising from or related to this Agreement to the courts of the city of Madrid, and they waive any other jurisdiction to which they may be entitled.

21. CONDITIONS SUBSEQUENT

This Agreement will be terminated in the event that the incorporation of the Fund is terminated in accordance with the provisions of Clause 5.2(v) of the Deed of Incorporation.

IN WITNESS WHEREOF, this Agreement is executed in the place and on the date first above written in three (3) original copies to one single effect, one for each of the Parties and another copy for its notarisation (*protocolización*).

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SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A.

acting in its capacity as management company of

FONDO DE TITULIZACIÓN, OPENBANK SPAIN AUTO PRIVATE 2026-1, F.T.

Mr. Juan Carlos Berzal Valero

BNP PARIBAS S.A., SUCURSAL EN ESPAÑA

50849042K Digitally signed
by 50849042K
BEATRIZ, BEATRIZ ECHARRI
ECHARRI (R: W00111171)
W00111171 Date: 2026.09.04
09:44:47 +02'00'

Ms. Beatriz Echarri San Vicente

50834246Z Digitally signed by
50834246Z FELIPE
FELIPE GUIRADO (R: W00111171)
(R: W00111171) Date: 2026.09.04 09:53:17
+02'00'

Mr. Felipe Guirado Cubero

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SCHEDULE 1

Notices Information

Management Company

Corporate name:	SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A.
Address:	Calle Juan Ignacio Luca de Tena 9-11, 28027 Madrid (Spain)
Email:	santanderdetitulizacion@gruposantander.com aobregon@gruposantander.es

Paying Agent

Corporate name:	BNP PARIBAS S.A., SUCURSAL EN ESPAÑA.
Address:	Calle Emilio Vargas 4, 28043 Madrid, Spain
Att:	Beatriz Liebana (CSM)
Email:	2s_cts_spain@bnpparibas.com; beatriz.liebana@bnpparibas.com

SCHEDULE 2

Anexo al Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por Real Decreto 1065/2007.

Modelo de declaración a que se refieren los apartados 3, 4 y 5 del artículo 44 del Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos.

Annex to approving the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes, as passed by Royal Decree 1065/2007, of 27 July.

Declaration form referred to in paragraphs 3, 4 and 5 of Article 44 of the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes.

Don (nombre), con número de identificación fiscal (...) (1), en nombre y representación de (entidad declarante), con número de identificación fiscal (...) (1) y domicilio en (...) en calidad de (marcar la letra que proceda):

(name), with tax identification number (...) (1), in the name and on behalf of (entity), with tax identification number (...) (1) and address in (...) as (function - mark as applicable):

(a) Entidad Gestora del Mercado de Deuda Pública en Anotaciones.

(a) Management Entity of the Public Debt Market in book entry form.

(b) Entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero.

(b) Entity that manages the clearing and settlement system of securities resident in a foreign country.

(c) Otras entidades que mantienen valores por cuenta de terceros en entidades de compensación y liquidación de valores domiciliadas en territorio español.

(c) Other entities that hold securities on behalf of third parties within clearing and settlement systems domiciled in the Spanish territory.

(d) Agente de pagos designado por el emisor.

(d) Fiscal Agent appointed by the Issuer.

Formula la siguiente declaración, de acuerdo con lo que consta en sus propios registros:

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Makes the following statement, according to its own records:

1. En relación con los apartados 3 y 4 del artículo 44:

1. In relation to paragraphs 3 and 4 of Article 44:

1.1 Identificación de los valores.....

1.1 Identification of the securities.....

1.2 Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados)

1.2 Income payment date (or refund if the securities are issued at discount or are segregated)

1.3 Importe total de los rendimientos (o importe total a reembolsar, en todo caso, si son valores emitidos al descuento o segregados).....

1.3 Total amount of income (or total amount to be refunded, in any case, if the securities are issued at discount or are segregated)

1.4 Importe de los rendimientos correspondiente a contribuyentes del Impuesto sobre la Renta de las Personas Físicas, excepto cupones segregados y principales segregados en cuyo reembolso intervenga una Entidad Gestora

1.4 Amount of income corresponding to Personal Income Tax taxpayers, except segregated coupons and segregated principals for which reimbursement an intermediary entity is involved.....

1.5 Importe de los rendimientos que conforme al apartado 2 del artículo 44 debe abonarse por su importe íntegro (o importe total a reembolsar si son valores emitidos al descuento o segregados).

1.5 Amount of income which according to paragraph 2 of Article 44 must be paid gross (or total amount to be refunded if the securities are issued at discount or are segregated).

2. En relación con el apartado 5 del artículo 44.

2. In relation to paragraph 5 of Article 44.

2.1 Identificación de los valores.....

2.1 Identification of the securities.....

2.2 Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados)

2.2 Income payment date (or refund if the securities are issued at discount or are segregated)

2.3 Importe total de los rendimientos (o importe total a reembolsar si son valores emitidos al descuento o segregados)

2.3 Total amount of income (or total amount to be refunded if the securities are issued at discount or are segregated)

2.4 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero A.

2.4 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country A.

2.5 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero B.

2.5 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country B.

2.6 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero C.

2.6 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country C.

Lo que declaro ena dede

I declare the above in on the.... of of

(1) En caso de personas, físicas o jurídicas, no residentes sin establecimiento permanente se hará constar el número o código de identificación que corresponda de conformidad con su país de residencia

(1) In case of non-residents (individuals or corporations) without permanent establishment in Spain it shall be included the number or identification code which corresponds according to their country of residence.